College Station, TX

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

August 22, 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. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
b. City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas.
c. 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.
d. Cynthia Hopkins & Geoffry Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
e. Legal advice related to an interlocal agreement with the City of Bryan for sewer service.
f. Legal advice related to the 2014 and 2022 Economic Development Agreements with Fujifilm Diosynth.
g. Legal advice related to College Station's water permits issued or pending from the Brazos Valley Groundwater Conservation District and export permits pending or issued from the Brazos Valley Groundwater Conservation District.

2.2. **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
b. Council Self Evaluation

2.3. **Competitive Matters {Gov't Code Section 551.086);**
Possible action. The City Council may deliberate, vote, or take final action on a competitive matter as that term is defined in Gov't Code Section 552.133 in closed session. The following is a general representation of the subject matter to be considered:
a. Power Supply

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:
• August 8, 2024 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM080824 DRAFT Minutes

6.2. Presentation, discussion, and possible action to authorize expenditure of funds for Fiscal Year 2025 for items exempt from competitive bidding as described more fully in Texas Local

Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than $100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Sponsors: Mary Ellen Leonard

Attachments: 1. 2025 Exemptions List Over $100K - Revised

6.3. Presentation, discussion, and possible action on a contract for Professional Auditing Services with Weaver and Tidwell, LLP. for an amount not to exceed $135,960.

Sponsors: Michael DeHaven

Attachments: 1. 24300638--Weaver and Tidwell LLP.

6.4. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 “Traffic and Vehicles,” Article VI "Traffic Schedules," Section 38-1007 "Traffic Schedule VII, one-way streets and alleyways," of the Code of Ordinances of the City of College Station, Texas, to designate Cathedral Pines Drive as a one-way street.

Sponsors: Jason Schubert

Attachments: 1. Ordinance
2. Vicinity Map
3. Letter of Support - Baylor Scott & White

6.5. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with 2906 Holdings, LLC (dba Waste Falcon) for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

Attachments: 1. 24300572 2906 Holdings LLC Franchise Agreement (Vendor Signed)

6.6. Presentation, discussion, and possible action regarding a resolution granting consent to the Rock Prairie Management District No. 2 to annex approximately 19.44 acres of land into the District.

Sponsors: Michael Ostrowski

Attachments: 1. Consent Resolution RPMD 2 19.44 Acres

6.7. Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in a not to exceed amount of $128,800 for the 2024 TAMU Football Post Game Day Traffic Control.

Sponsors: Emily Fisher

Attachments: 1. 24300610 Buyers Barricades Houston, LLC

6.8. Presentation, discussion, and possible action regarding an Interlocal Agreement between the City of College Station and Texas A&M University to equally share in the cost to deploy traffic control devices according to the Texas A&M Football Post Game Traffic Control Plan.

Sponsors: Emily Fisher

Attachments: 1. TAMU Game Day Traffic Control ILA

6.9. Presentation, discussion, and possible action on the Atmos Mid-Tex 2024 Rate Review Mechanism (RRM) Ordinance.

Sponsors: Ross Brady

Attachments: 1. Atmos Mid-Tex 2024 RRM Ordinance
2. Attachment 1_ CY23 MTX RRM - Tariffs
3. Attachment 2_ CY23 MTX RRM - Pension Benchmark

6.10. Presentation, discussion, and possible action to ratify a general services contract with Paragon Sports Constructors, LLC for emergency repairs to the fields at Veterans Park and Athletic Complex for an amount not to exceed $148,395.90.

Sponsors: Kelsey Heiden
Attachments: 1. 24300645--Paragon Sports Constructors
2. 24300645 Paragon Sports Contractrors, LLC

7. Workshop Agenda.

7.1. Presentation, discussion, and possible action on a presentation and update on the Recreation Center Market Analysis and Survey.
Sponsors: Jennifer Cain
Attachments: None

8. Regular Agenda.

8.1. Public Hearing, presentation, possible action, and discussion on the City of College Station 2025 advertised ad valorem tax rate of $0.513086 per $100 valuation resulting in an increase in tax revenues.
Sponsors: Mary Ellen Leonard
Attachments: None

8.2. Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2024-2025 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.
Sponsors: Mary Ellen Leonard
Attachments: 1. Appendix A Ordinance - FY25 Budget FINAL

8.3. Presentation, discusion, and possible action on approval of an ordinance adopting the City of College Station 2024-2025 ad valorem tax rate of $0.513086 per $100 assessed valuation, the debt service portion being $0.211441 per $100 assessed valuation and the operations and maintenance portion being $0.301645 per $100 assessed valuation.
Sponsors: Mary Ellen Leonard
Attachments: 1. Appendix A - Ad Valorem Ordinance - FY24-25 - FINAL

8.4. Public Hearing, presentation, possible action, and discussion on a resolution adopting fees, rates, and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.
Sponsors: Mary Ellen Leonard
Attachments: 1. FY 24-25 Fee Resolution - v3 FINAL 08.05.24
2. Fee Resolution Summary for Council

8.5. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GS General Suburban or PDD Planned Development District to GS General Suburban and ROO Restricted Occupancy Overlay or PDD Planned Development District and ROO Restricted Occupancy Overlay, on approximately 32.26 acres being 130 lots and common area within Woodcreek Section One Subdivision,generally located between Lake Forest Court S and Stonebrook Drive, excluding Woodcreek Drive from State Highway 6 S to Lake Forest Court S.
Sponsors: Jeff Howell
Attachments: 1. Woodcreek ROO Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information

4. Rezoning Map
5. Future Land Use Map
6. Original Subdivision Plats
7. Applicant's Supporting Information
8. Petition Committee Members
9. Neighborhood Meeting Materials
10. Petition Signatures

8.6. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GS General Suburban to MH Middle Housing and HOO High Occupancy Overlay for approximately 3.66 acres being all of that certain tract or parcel of land lying and being situated in the Richard Carter League, Abstract No. 8, in College Station, Brazos County, Texas, including portions of Lot 5 and Lot 6 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of these two lots, within an area generally bounded by Lincoln Avenue, Nimitz Street, and Eisenhower Street.

Sponsors: Gabriel Schrum , Jeff Howell

Attachments:
1. Area OO Rezoning Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information
4. Future Land Use Map
5. Rezoning Map

8.7. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GS General Suburban to MH Middle Housing and HOO High Occupancy Overlay for approximately 28 acres being all of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, including portions of the Richards Subdivision as described by plat recorded in volume 137, page 25 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of it, and generally being the majority of the properties which front on Richards Street, Crest Street and Sterling Street.

Sponsors: Jesse Dimeolo, Jeff Howell

Attachments:
1. Richards Subdivision HOO Ordinance
2. Aerial and Small Area Maps
3. Background Information
4. Future Land Use Map
5. Rezoning Map

8.8. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.034 acre portion of Public Utility Easement located in Lot 1R-4, Block 7 of the Midtown Reserve subdivision Phase 106, according to the plat recorded in Volume 19243, Page 165, of the Official Public Records of Brazos County, Texas.

Sponsors: Anthony Armstrong

Attachments:
1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map

5. Application

8.9. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.103 acre portion of right-of-way located on the southbound side of Midtown Drive, East of Durham Loop in the Midtown Reserve Subdivision Phase 601, according to the deed recorded in Volume 14147, Page 149, of the Official Public Records of Brazos County, Texas.

Sponsors: Anthony Armstrong

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

8.10. Presentation, discussion, and possible action on a construction contract with C. A. Walker Construction, in the amount of $6,037,073 for the construction of two new restroom and concession buildings at Bachmann Park, plus the City's contingency in the amount of $750,000 for a total appropriation of $6,787,073. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain

Attachments:
1. Bachmann RFP-24-071, Preliminary Tab Sheet
2. Bachmann Map
3. Bachmann Park Contract

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.

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

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

13. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on August 16, 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."

August 22, 2024
Item No. 6.1.
August 8th Council Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• August 8, 2024 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM080824 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
AUGUST 8, 2024

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
John Nichols, Mayor

Council:
Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha - absent
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
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on August 8, 2024, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, and the College Station City Council convened into Executive Session at 4:00 p.m. on August 8, 2024, to continue discussing matters pertaining to:

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

- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and
- 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.

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

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

- City Manager
- Council Self-Evaluation

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

Executive Session recessed at 6:00 p.m. No action was taken.

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

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Maloney, the City Council voted six (6) for and none (0) opposed, to approve an absence request from Councilmember Cunha for the August 8, 2024 Council Meeting. The motion carried unanimously.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming the week of August 4-10, 2024, as Exercise with Your Child Week.

Mayor Nichols presented a proclamation declaring August 4-10, 2024, as Exercise with Your Child Week.

6. Hear Visitors Comments.

No one signed up to speak.

7. CONSENT ITEMS

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

No items were pulled for discussion.

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

- **July 15, 2024 Special Meeting**
- **July 16, 2024 Special Meeting**
- **July 25, 2024 Council Meeting**

7.2. Presentation, discussion, and possible action regarding Resolution No. 08-08-24-7.2 adopting the Program Year 2024 Annual Action Plan and the FY2025 Community Development budget.

7.3. Presentation, discussion, and possible action regarding Ordinance No. 2024- 4537 amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1003 "Traffic Schedule III, stop signs," of the Code of Ordinances of the City of College Station, Texas, by

adding stop signs in the north and south travel direction along Mortier Drive at the intersection with Edelweiss Avenue.

7.4. Presentation, discussion, and possible action on a contract with Iteris, Inc. in a not to exceed amount of $176,000 for replacement of the video wall in the Traffic Control Center.

7.5. Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in a not to exceed amount of $128,800 for the 2024 TAMU Football Post Game Day Traffic Control. ***(Pulled to the August 22nd Meeting)***

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to approve the Consent agenda, with the exception of Item 7.5, which was pulled to the August 22, 2024 council meeting. The motion carried unanimously.

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action on the 2024-2025 ad valorem tax rate; and calling a public hearing on a proposed ad valorem tax rate for FY 2024-2025.

Mary Ellen Leonard, Finance Director, stated that the Texas Property Tax Code requires that if an entity wishes to increase tax revenues over the no new revenue rate, then that entity must call and hold one public hearing on the proposed tax rate.

FY 25 Tax Rates

	Proposed Rates @ Workshop		Tax Office Certified Rates
Proposed Debt Service Fund	$21.1442		$21.1441
Proposed General Fund	$30.1644		$30.1645
Total Proposed Tax Rate	$51.3086		$51.3086
No-New Revenue Rate	$50.0202		$49.9960
Voter-Approval Rate	$52.4914		$52.1442

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to move forward with the tax rate of 51.3086 and setting the public hearing on the proposed ad valorem tax rate will occur, Thursday, August 22, 2024 at 6:00 pm at the City Hall Council Chambers. The motion carried unanimously.

Mayor Nichols announced the public hearing on the proposed ad valorem tax rate will occur, Thursday, August 22, 2024 at 6:00 pm at the City Hall Council Chambers.

8.2. Presentation, discussion, and possible action regarding the draft Goals, Strategies, and Actions Report for the Housing Action Plan.

David Brower, Community Development Analyst, presented the draft Goals, Strategies, the Actions Report for the Housing Action Plan and a brief overview of the Existing Conditions Report and Public Participation Summary. The Housing Action Plan Committee worked with City Staff to advise and make recommendations for a plan that reflects the community's vision for housing action and initiatives. The two main overarching goals of the Housing Action Plan were to create more housing units of various types to meet growing demand and to produce and preserve housing that is affordable to current and future community members.

Goal 1, Strategy 1 – Selectively allow increased density
- Action 1 – Amend the Unified Development Ordinance to allow for greater density and housing variety
- Action 2 – Rezone certain areas to allow more density and housing variety
- Action 3 – Create a process for expedited permitting and reduced or waived fees for affordable housing development

Goal 1, Strategy 2 – Encourage and allow infill development
- Action 1 – Explore opportunities for infill development when amending the UDO or rezoning for greater density
- Action 2 – Investigate allowing or promoting housing on unused institutional or public land

Goal 1, Strategy 3 – Encourage innovation and sustainability in housing construction
- Action 1 – Create a program to encourage and incentivize alternative and energy-efficient building methods

Goal 2, Strategy 1 – Create programs to facilitate homeownership
- Action 1 – Create a deed-restricted homeownership program.
- Action 2 – Pursue partnerships to construct affordable homeownership opportunities.
- Action 3 – Pursue tools to help households qualify for financing by helping them to become landlords (live in one half of duplex, etc.)

Goal 2, Strategy 2 – Create rental housing for income-qualified residents
- Action 1 – Investigate the creation of a Municipal Housing Authority
- Action 2 - Create an inter-generational home share program

Goal 2, Strategy 3 – Establish funding mechanisms to create affordable housing for rent or purchase
- Action 1 – Create a density bonus system for new development meeting increased density goals
- Action 2 – Create a Local Housing Finance Corporation
- Action 3 – Partner with developers through Housing Public Facility Corporations
- Action 4 – Partner with Low Income Housing Tax Credit (LIHTC) developers

Goal 2, Strategy 4 – Partner with community stakeholders to develop housing for their constituency
- Action 1 – Work with organizations to create employee / client housing programs
- Action 2 – Create formal mechanisms to collaborate with Texas A&M, Brazos County, and City of Bryan to share data and achieve housing goals

Goal 2, Strategy 5 – Preserve and enhance existing housing stock
- Action 1 – Acquire and rehabilitate existing housing stock that is at risk of losing affordability

Goal 2, Strategy 6 – Prevent displacement of low and moderate-income homeowners
- Action 1 - Create initiative to help homeowners without homestead exemptions to file
- Action 2 – Refer homeowners to existing weatherization programs and possibly create new program

Goal 2, Strategy 7 – Provide education for tenants, homebuyers, and homeowners
- Action 1 – Create a home maintenance education and training program
- Action 2 – Create comprehensive homebuyer education training program
- Action 3 – Create a tenant education and training program

Goal 2, Strategy 8 – Continue to seek stakeholder and citizen feedback and direction on Housing Action Plan implementation

- Action 1 – Create a Housing Action Plan Oversight Committee
- Action 2 – The Housing Action Plan Oversight Committee and City staff will prepare an annual progress report

Mayor Nichols opened for Citizen Comments.

Fred Dupriest, College Station, came before Council to explain the effect of the boundaries set for the committee in the four Comprehensive Plan "actions" will likely be that a limited number of lower income households will be assisted. He stated that nothing will help the thousands of households in need except a large increase in housing units, but competing priorities must be considered beyond affordability. Addressing these items that this is beyond the scope of this committee:

- Achieve a reduction in the broader market-rate cost of housing.
- Reverse displacement of workforce families by students.
- Build more student housing, but it must be more dense than Middle Housing or HOOs.
- Reverse College Station's decline in home ownership.
- Establish the plan to continue to take more single-family zoning by A&M is an unacceptable student housing strategy.

There being no further comments, the Citizen Comments was closed.

8.3. Presentation, discussion, and possible action regarding the development of a traffic congestion and mobility analysis.

Jason Schubert, Transportation Planning Coordinator, stated that the primary goal of this study is to improve traffic and mobility within the City now and into the future by conducting a detailed analysis of the City's transportation system and provide a quantitative view of current transportation issues, impacts, concerns, trends, system capacity surplus, and shortfalls. Planning & Development staff and the Traffic Engineering division of Public Works have been working with a consultant, TJKM, to develop the analysis which includes an assessment of 50 intersections around the city. Staff engaged with other public agency stakeholders and have posted a citizen survey to receive feedback regarding their experiences and preferences as users of different aspects of the transportation system.

Nayan Amin, President of TJKM, provided an overview of the preliminary analysis, the analysis that is expected to be completed in fall 2024. This analysis is a tool to assess our transportation system, identify existing and projected challenges, and develop data-driven strategies to enhance mobility, reduce traffic congestion, and improve residents' and visitors' overall quality of life.

Potential Mitigation Strategies

- Strategies to enhance capacity and safety for all modes, at the deficient intersections may include:
  - ✓ Additional turn lanes
  - ✓ Synchronization of traffic signals along the corridors in real time
  - ✓ Reducing the curb return radii to slow turning vehicles
  - ✓ Alternative Traffic Control such as All-Way Stop; Traffic Signal or Roundabout
  - ✓ Leading Pedestrian Intervals (LPI) to enhance pedestrian safety
- Intersections with significant LOS issues may necessitate a larger change to the intersection design and configuration

Next Steps & Schedule

- Develop toolbox for implementing mitigations
- Prepare Conceptual Layouts
- Prepare Cost Estimates for proposed mitigations
- Develop list of potential projects for inclusion in future CIP program or for other funding sources

8.4. Presentation, discussion, and possible action regarding a presentation and update on the Texas Independence Park Project.

Kelsey Heiden, Parks and Recreation Director, presented an updated on the Texas Independence Park Project from public engagement on the park, worked with TAMU Landscape Architecture and Urban Planning Students, the park restrooms, the master plan and the budget for this project.

Public Engagement – Online 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

Next Steps

- Identify Phases
- Texas Parks and Wildlife Grant
- Final Design

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to approve a Master Plan for the Texas Independence Park Project. The motion carried unanimously.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2024-4537 amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 117 acres of land, being 147 lots within Sweet Briar Addition, Woodland Acres, and College Hills Woodlands Subdivisions, generally located between Lincoln Drive and Dominik Drive along Ashburn Avenue.

Gabriel Schrum, Planning and Development, stated that this request is to rezone approximately 117 acres from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay, being approximately:

- 20.04 acres being 39 lots within Sweet Briar Addition
- 49.90 acres being 83 lots within College Hills Woodlands
- 47 acres being 25 lots within Woodland Acres

Mr. Schrum explained that this request is to add the ROO, which is a single-family overlay zoning district, to the existing base zoning within these contiguous subdivision boundaries. The ROO is intended to provide subdivision-specific occupancy regulations – not to exceed two unrelated persons per single-family dwelling or accessory living quarter. The Sweet Briar Addition, College Hills Woodlands, and Woodland Acres Petition Committee, comprised of property owners from each original subdivision, have met all requirements of the ROO application process. The Petition Committee submitted the application materials including the ROO petition for each subdivision. When submitting an application with contiguous subdivisions applying jointly within one application, the fifty (50) percent plus one (1) petition signature threshold of property owners in support of the overlay must be met for each of the original subdivisions that apply jointly. City staff were able to verify that each original subdivision has met the petition signature threshold in support of the requested ROO.

The Planning and Zoning Commission heard this item at their July 18, 2024 meeting and recommended unanimous approval of the request.

At approximately 8:25 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:25 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Wright, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2024-4537, amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 117 acres of land, being 147 lots within Sweet Briar Addition, Woodland Acres, and College Hills Woodlands Subdivisions, generally located between Lincoln Drive and Dominik Drive along Ashburn Avenue. The motion carried unanimously.

9.2. Presentation, discussion, and possible action regarding an appointment to the Bicycle, Pedestrian and Greenway Advisory Board.

Majority of Council appointed Carla Robinson to Position A on the Bicycle, Pedestrian and Greenway Advisory Board for a 1-year and 5-month unexpired term.

10. Council Calendar

Council reviewed the calendar.

11. 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.

No items to report at this time.

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

No items to report at this time.

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.

No future items at this time.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 8:34 p.m. on Thursday, August 8, 2024.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

August 22, 2024
Item No. 6.2.
FY25 Annual Exemptions

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action to authorize expenditure of funds for Fiscal Year 2025 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than $100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Sustainable City

Recommendation(s): Staff respectfully recommends approval of the purchase requests as listed on the attached spreadsheet, and the authorization for the City Manager to approve contracts and expenditures that are on the exemption list.

Summary: Every fiscal year there are a number of expenditures incorporated in the approved budget that are not subject to competitive bidding or proposals. These expenditures are for sole source purchases; expenditures for personal, professional or planning services; captive replacement parts for equipment, and other exemptions more fully described in LGC 252.022 and other expenditures for interlocal contracts or fees mandated by state law. The intent of this item is for Council to authorize the expenditure(s) which will provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

Budget & Financial Summary: Funds are either available or budgeted for each of the listed purchase requests in the Fiscal Year 2025 budget in various funds of the City, or if necessary, will be made available by proposing an appropriate budget amendment or contingency transfer

Attachments:
1. 2025 Exemptions List Over $100K - Revised

2024 Annual Exemptions

	FY 2024 Approved	FY 2025 Request
LGC 252.022 (a)(7)(D) - Captive replacement parts or components for equipment; computer software/hardware maintenance; equipment lease/maintenance		
AngelTrax (Fleet Video/GPS/Diagnostic Product Maintenance)	$102,098.00	$107,202.90
Azteca (Cityworks Product Maintenance)	$111,300.00	$121,539.60
Tyler Technologies (MUNIS Product Maintenance and Services) *MUNIS is the City's Enterprise Resouce Planning (ERP) system.*	$169,895.00	$178,389.45
CentralSquare (Inform Product Maintenance) *Annual maintenance fees for the Computer Aided Dispatch and automated Records Management System (CAD/RMS) used by Police and Fire Dispatch.*	$311,206.00	$330,474.14
Solid Border, Inc. (Palo Alto - Firewall Maintenance)	$152,251.00	$159,862.25
SHI (Enterprise Agreements for Microsoft 365 and P1 Licenses)	$303,000.00	$437,263.00
Solid Border, Inc. (Palo Alto - Firewall Maintenace)	$99,750.00	$159,862.25
Centralsquare (Trakit Product Maintenance)	$98,286.00	$106,054.38
Heil of Texas (OEM Parts/Services for Autocars)	$185,000.00	$185,000.00
Badger Meter, Inc. (Water Meters)	$110,000.00	$110,000.00
Landis+Gyr (AMI Meters and Components)	$350,000.00	$350,000.00
LGC 252.022(a)(7)(c) - Gas, water and other utility services		
City of Bryan (Utilities for wells and pump station)	$1,000,000.00	$1,000,000.00
Frontier (Local/Long Distance Phone Service)	$150,000.00	$175,000.00
Entergy (Well 8 & Well 9 electrical power)	$300,000.00	$300,000.00
Expenditures pursuant to established interlocal agreements (ILA's) with various agencies		
ILA with Brazos Central Appraisal District *This is the City's portion of the funding of the Brazos Central Appraisal District.*	$641,000.00	$860,000.00
ILA with City of Bryan (Library services) *Interlocal agreement with the City of Bryan for the management of the Larry J. Ringer Library. The library is owned by the COCS but is managed (O&M) by the City of Bryan.*	$1,358,000.00	$1,661,000.00
ILA with OMNIA Partners for Office Depot/ODB Business Solutions, LLC (Office Supplies) *All products and services available through OMNIA cooperative contracts have been competitively solicited and publicly awarded utilizing industry best practices, processes and procedures. Office Depot has a local store and two-day delivery for orders placed online.*	$120,000.00	$120,000.00
Brazos County Health Department *This expense is for the City's portion of the funding of the Brazos County Health Department.*	$479,000.00	$479,000.00
Preferred Access Funding Agreement *As part of the effort to pay for the renovation of Kyle Field, the COCS, worked to secure funding through the Hotel Occupancy Tax for the project. A portion of the current COCS HOT tax from visitors who stay at College Station hotels is being utilized through a Facilities Access Agreement that provides access to certain facilities at TAMU at preferred rates for events that will bring more visitors and tourists to the community. This exemption item is for the annual payment that is made as a result of that agreement.*	$210,000.00	$136,000.00
ILA with TASB (BuyBoard) for GT Distributors to supply Police/Fire duty gear, body armor, firearms/ammo, SWAT equipment, etc.	$300,000.00	$375,000.00
ILA with TASB (BuyBoard) for Gall's Parent Holdings to supply Police/Fire/Code Enforcement uniforms and alterations	$160,000.00	$160,000.00
ILA with TASB (BuyBoard) for ProStar Industries, Inc. to supply janitorial and paper products	----------	$200,000.00
ILA with City of Midlothian for Bound Tree Medical to supply emergency medical supplies	----------	$300,000.00
Expenditures for mandated state fees		
TCEQ (inspections/assessments, permitting fees - W/WW) *Oversees all permitting, planning and monitoring of the state's water resources. These are mandated fees and the amounts requested each fiscal year are best estimates.*	$200,000.00	$200,000.00
BV Groundwater Conservation District - Assessment fees *These are mandated fees that are based on the amount of groundwater the City pumps. There is no rate increase; however, more pumping is anticipated due to increased poplulation.*	$210,000.00	$270,000.00

August 22, 2024
Item No. 6.3.
External Auditor Contract

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract for Professional Auditing Services with Weaver and Tidwell, LLP. for an amount not to exceed $135,960.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff respectfully recommends approving the annual contract with Weaver and Tidwell, LLP. for Professional Auditing Services.

Summary: March 2024, staff solicited proposals for professional auditing services for the fiscal year ending September 30, 2024 with the option of renewing the contract annually for up to four (4) additional years. Upon completion of the evaluation, interview and scoring processes, staff recommended Weaver and Tidwell, LLP. for award of the contract. Audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards and the Uniform Guidance. Interim fieldwork is scheduled to begin in September of 2024 for the current year's audit.

Budget & Financial Summary: Funds are available and budgeted in the General Fund and in the Community Development budget.

Attachments:
1. 24300638--Weaver and Tidwell LLP.

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300638 PROJECT #: _____ BID/RFP/RFQ#: 24-036

Project Name / Contract Description: Professional Auditing Services

Name of Contractor: Weaver and Tidwell, L. L. P.

CONTRACT TOTAL VALUE: $ 135,960 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

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

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

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

May 2024, staff solicited proposals for professional auditing services for FY ending September 30, 2024 with the option of renewing the contract annually for up to four additional years. Five responses were received and upon completion of the evaluation and interview process, Weaver and Tidwell, LLP was selected for award of contract.

10010200-5301 $126,335 and 31220630-5301 $9,625 Project CD2301 -CDBG

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 08/22/24 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Mary Ellen Leonard — 8/8/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

_____ — 8/9/2024
ASST CITY MGR – CFO — DATE

_____ — 8/12/2024
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

_____ — _____
CITY MANAGER — DATE

_____ — _____
MAYOR (if applicable) — DATE

_____ — _____
CITY SECRETARY (if applicable) — DATE

9.12.23 UPDATED

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and Weaver and Tidwell L.L.P., 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 SERVICES

1.01 This Contract is for Professional Auditing Services (the "Project"). The scope and details of the work to be provided to the City by Consultant are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. 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 services 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 services to be performed under this Contract may not, under any circumstances, exceed One Hundred Thirty-Five Thousand Nine Hundred Sixty **AND** No **/ 100 DOLLARS (**$135,960.00**).**

ARTICLE III
CHANGE ORDERS

3.01 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or 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 equal to or 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 Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

ARTICLE IV
TIME OF PERFORMANCE

☐ **4.01** Except as provided in Article X herein below, the Consultant shall complete all of the work described in Exhibit "A" by the dates set forth below.

- OR-

☑ **4.01** Except as provided in Article X herein below, 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 four (4) additional years (five (5) 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 professional services 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 CONSULTANT

5.01 In all activities or services performed hereunder, the Consultant is an independent Consultant and not an agent or employee of the City. The Consultant, as an independent Consultant, 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 subconsultants, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subconsultants 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.

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 and methodologies; devising the format for any interim reports and the final report to the City.

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 information provided by Consultant reflects high professional and industry standards, procedures, and performances. 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 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 product. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no later than fifteen (15) calendar days after receiving notice of said errors, deficiencies, or unacceptable work product.

7.04 Any and all of Consultant's work product ("Work Product") hereunder 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.

7.05 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

7.06 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article VII of the Contract.

ARTICLE VIII
INDEMNIFICATION & RELEASE

8.01 INDEMNITY

(a) To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers , agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or breach of contract including failure to pay a subconsultant, subconsultant, or supplier occurring in the course of performance of professional services pursuant to this Contract by Consultant, its employees, subconsultants, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. **IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE**

AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

(b) **To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts named in section 8.01 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.**

(c) It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Contract.

(d) **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 this section, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

8.02 Release. The Consultant releases, relinquishes, and discharges the City, its council members, officials, officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, 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:

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

9.02 Types. Consultant shall have the following types of insurance:

(a) Commercial General Liability.

(b) Business Automobile Liability.

(c) Workers' Compensation/Employer's Liability.

(d) Professional Liability.

9.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees 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, attached hereto as **Exhibit C**, and approved by the City before any letter of authorization to commence project will issue or any work on the Project commences.

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

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

(b) Deductibles shall be named on the Certificate of Insurance.

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

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

(e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

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

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

(b) Minimum Limit of $1,000,000 per occurrence for bodily injury and property damage with a $2,000,000 annual aggregate.

(c) No coverage shall be excluded from the standard policy without notification of

individual exclusions being attached for review and acceptance.

(d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

(e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

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

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

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

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

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

(e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

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

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

(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 Worker's Compensation coverage or Item 3C must contain the following: All States except those namedin Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

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

(b) Minimum of $1,000,000 per claim and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City of College Station when requested.

(c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting

period on this policy will not be sufficient to comply with the obligations hereunder.

(d) Retroactive date must be shown on certificate.

ARTICLE X
TERMINATION

10.01 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 services performed. In the event that the City terminates this Contract for convenience, the City shall pay Consultant for the services properly performed and expenses incurred prior to the date of termination.

10.02 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 XI
MISCELLANEOUS TERMS

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

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

CITY:

City of College Station
Attn: Anita Dorsey
P.O. Box 9960
College Station, Texas 77842

CONSULTANT:

Weaver and Tidwell, L.L.P
Attn: John Deburro
400 Post Oak Pkwy, Ste 1100
Houston, TX 77027

11.03 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.

11.04 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 services of an undocumented worker. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

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

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

11.07 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.

11.08 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.

11.09 This Contract represents the entire and integrated Contract 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.

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

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

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

11.13 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, Consultant verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;

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

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

11.14 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

List of Exhibits

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

WEAVER AND TIDWELL L. L. P.

By: John Deburro
Printed Name: John Deburro
Title: Partner
Date: 8/7/2024

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: 8/12/2024

_____
Assistant City Manager/CFO
Date: 8/9/2024

Exhibit A
Scope of Services

The Consultant agrees to perform the work outlined in accordance with RFP 24-036 to which Consultant was a respondent and in accordance withe the Consultant Engagement Letter, which is fully incorporated as part of Exhibit A.

August 22, 2024

To the Honorable Mayor, City Council, and City Manager
City of College Station
P.O. Box 9960
College Station, TX 77842

Dear Honorable Mayor, City Council, and City Manager:

You have requested that Weaver and Tidwell, L.L.P ("Weaver", "our", "us", and "we") audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of College Station (the "City"), as of September 30, 2024, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2024.

Accounting principles generally accepted in the United States of America ("U.S. GAAP"), as promulgated by the Governmental Accounting Standards Board ("GASB") require that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information ("RSI") in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Schedule of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual-General Fund
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - Major Special Revenue Funds (as Needed)
3. Management's Discussion and Analysis
4. Schedule of Changes in Net Pension Liability and Related Ratios -Texas Municipal Retirement System
5. Schedule of Contributions – Texas Municipal Retirement System
6. Schedule of Changes in Net Other Post-Employment Benefits Liability and Related Ratios – Employees Other Post-Employment Benefits Plan
7. Schedule of Contributions – Employees Other Post-Employment Benefits Plan
8. Schedule of Investment Returns - Employees Other Post-Employment Benefits Plan

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining and Individual Fund Financial Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section

2. Statistical Section

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with U.S. GAAP and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements as a whole. The objective also includes reporting on internal control related to the basic financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America ("GAGAS"); and internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in GAGAS, and the provisions of the Uniform Guidance. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and GAGAS.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

John DeBurro is the engagement partner or equivalent for the audit services specified in this letter, and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We expect to begin our audit procedures in August 2024 and issue our report no later than in March 2025. We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the Honorable Mayor, City Council, and City Manager of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with the provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Non-Attest Services

These nonaudit/nonattest services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

1. Preparation of the Schedule of Expenditures of Federal Awards
2. Preparation of the Data Collection Form

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

a. for the preparation and fair presentation of the basic financial statements in accordance with the framework described in Audit Objectives above;

b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, for fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;

c. to provide us with:

   i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;

   ii. additional information that we may request from management for the purpose of the audit; and

   iii. unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

d. for including the auditor's report, and our report on any supplementary information if described above, in any document containing the basic financial statements that indicates that such basic financial statements have been audited by the City's auditor;

e. for identifying and ensuring that the City complies with the laws and regulations applicable to its activities;

f. for adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;

g. for maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

h. for identifying all federal and state awards expended during the period including federal and state awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;

i. for preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;

j. for the design, implementation, and maintenance of internal control over compliance;

k. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;

l. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;

m. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;

n. For submitting the reporting package and data collection form to the appropriate parties;

o. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;

p. with regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;

q. informing us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the basic financial statements are issued;

r. for confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. The entity has designated Mary Ellen Leonard, Director of Fiscal Services, to oversee these services. Such services include:

i. Preparation of the Schedule of Expenditures of Federal Awards

ii. Preparation of the Data Collection Form

GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonaudit/nonattest service.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The City agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures.

Fees and Invoicing

We estimate the overall fee for this engagement will be $123,600 ($114,850 for the annual financial audit and $8,750 for the federal single audit). The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. Our engagement fees do not include consulting on the adoption of new accounting standards and any future increased duties because of any regulatory body, auditing standard or an unknown or unplanned significant transaction. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. At this time, we do not anticipate incurring any additional expenses.

We will also invoice for reasonable and necessary time and out-of-pocket expenses we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. Our time to facilitate the response will be billed at our then-current standard hourly rates, and our expenses (including attorney's fees) will be billed at cost. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

Our invoices are payable in accordance with Texas Government Code § 2251.021.

Ethical Conflict Resolution

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such

conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

The hiring of or potential employment discussions with any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner or equivalent prior to any such potential employment discussions taking place.

Audit Documentation and Confidentiality

The audit documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information. If we are requested to make the audit documentation available to outside parties, except in the case of requests during our peer review (discussed below) or when prohibited by law or direction of law enforcement, any such requests will be discussed with you before we make the documentation available to the requesting parties.

Depending on the requirements of this engagement, we may use the services of our affiliate, Weaver and Tidwell India LLP, a limited liability partnership incorporated in India, or one or more other third-party service providers to assist us. Before sharing confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of confidential information and ensure the confidential information is only used for the purpose of assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of confidential information. If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

We may be requested to make certain audit documentation (working papers) available to regulators and other government agencies, pursuant to authority given by law or regulation. You should understand that responding to many such requests is mandatory. In those cases, access to such working papers will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected working papers. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies. You will be billed for additional fees as a result of the aforementioned work.

Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years, we subject our system of quality control to an examination by another accounting firm. As part of this process, the firm conducting our peer review will review a sample of our work. It is possible that the work we perform for you may be selected for such a review. If it is, our peer review firm is bound by professional standards to keep all information confidential and we are required to provide the required information.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including basic financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

We will retain our audit documentation for a period of at least seven years from the date of our report. You agree that following such period, we may destroy the audit documentation without notice to you.

To maintain independence, we will not act as the host of your financial or non-financial information or as your information back-up service provider. Instead, it is your responsibility to maintain a complete set of your financial and non-financial data and records. If some portion of your data and records is contained only within our files, you agree to inform us before the issuance of our report and we will provide that to you.

Except as may be noted herein, the parties do not intend this engagement letter to be for the benefit of any third-party. You may inform us of third-parties who will receive a copy of our report. Unless you inform us of such third-parties in writing, we are not aware of who you intend to supply our report to and we do not anticipate any such third-parties' reliance upon our professional services unless expressly stated herein.

In order to facilitate this engagement, we may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms. Please be aware that those mediums inherently pose a risk of misdirection or interception of confidential information. Any request you have to limit such transmissions or use a different means of transmission or storage must be made in writing and you will be responsible for any resulting compromise in data security.

Dispute Resolution Procedure including Jury Waiver

If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Houston, Texas, administered by the AAA under its Commercial Mediation Procedures.

This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles.

Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified and the remaining terms of the engagement letter shall remain in force. The parties agree that the court should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

If because of a change in status or due to any other reason, any provision in this engagement letter or any other contract we have with you, or enter into, would be prohibited by, or would impair our independence for this engagement under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the contract shall consist of the remaining portions.

Miscellaneous

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of the latest external peer review report of our firm for your consideration and files.

We may at times provide you with documents marked as drafts. You understand that those documents are for your review purposes only. You should not rely upon those documents in any way.

Although the engagement partner or equivalent responsible for this engagement is a licensed certified public accountant, we inform you that we have nonlicensees who may provide services pertaining to this engagement.

If you intend to make reference to our firm or include our report or any portion of it in a published document or other reproduction, and that document or other reproduction includes a version of our report or the financial statements that is assembled differently than any version we provided you or audited, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing our report or the financial statements when you do not modify their assembly or in situations where you disseminate the audited financial statements as a standalone document, such as on your website.

This engagement letter may not be amended or modified except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.

August 22, 2024

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

WEAVER AND TIDWELL, L.L.P.
The Woodlands, Texas

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

City of College Station

By: _____

Printed Name: _____

Title: Mayor

Date: _____

By: _____

Printed Name: Jeff Kersten

Title: Assistant City Manager/CFO

Date: 8/9/2024

Exhibit B
Payment Terms

SELECT ONE:

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of $_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for ***actual,*** non-salary expenses at the rate of _____ percent ***(_____%)*** above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract ($_____).

☐ The Consultant must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

☑ 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 services and written acceptance by the City.

The Consultant may submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

Compensation is based on fees as described in Consultant's Engagement Letter referenced in Exhibit A. The fixed fee amount listed in Article II of the Contract includes a contingency amount of $12,360.00 for additional services that may be requested by the City.

Exhibit C
Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/06/2024

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (312) 381-1000	FAX (A/C. No.):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Weaver and Tidwell, L.L.P. 2821 West 7th Street Suite 700 Fort Worth TX 76107 USA	INSURER A: The Continental Insurance Company	35289
	INSURER B: National Fire Ins. Co. of Hartford	20478
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570107534691 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			6081459505 Commercial Package - Prop	08/15/2023	08/15/2024	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 $15,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			6081459486 Auto	08/15/2023	08/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			6081459536 Umbrella Liability SIR applies per policy terms & conditions	08/15/2023	08/15/2024	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC681459522 Workers Comp - AOS	08/15/2023	08/15/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$500,000 $500,000 $500,000

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

The City of College Station, its officers, agents and employees is added as Additional Insured as respects the General Liability and Automobile Liability as required by written contract. Waiver of subrogation is applicable where required by written contract.

Certificate No : 570107534691

CERTIFICATE HOLDER

Risk Management
City of College Station
PO Box 9960
College Station TX 77842 USA

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

Aon Risk Services Central, Inc.

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August 22, 2024
Item No. 6.4.
Cathedral Pines Drive One-Way

Sponsor: Jason Schubert

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 “Traffic and Vehicles,” Article VI "Traffic Schedules," Section 38-1007 "Traffic Schedule VII, one-way streets and alleyways," of the Code of Ordinances of the City of College Station, Texas, to designate Cathedral Pines Drive as a one-way street.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: As part of the development review of a proposed multi-family project located on Double Mountain Road, Cathedral Pines Road is proposed to be a one-way exit from the development. Two-way driveway access will be provided from Double Mountain Road. Cathedral Pines Road was constructed as a street stub to an adjacent tract in 2011 and is currently approximately 100 feet long that serves three properties, two Baylor Scott & White lots that have frontage to Medical Avenue and the planned multifamily development. Cathedral Pines Drive was anticipated to be continued through to the adjacent Midtown development; however, the applicant sought a waiver during the platting process, which was approved by the Planning & Zoning Commission in August 2023 to not require the street to be extended with the condition that a shared-use path be provided through the development. Cathedral Pines Drive will have a shared use path on one side that continues through the proposed multi-family development and will be continued by the adjacent Midtown development. Baylor Scott & White has provided a letter of support for the request.

Budget & Financial Summary: The installation of the signs is being reviewed as part of the project and regulatory signs will be installed by the City and funds are accounted for in the Public Works Traffic Signs and Markings operations budget.

Attachments:
1. Ordinance
2. Vicinity Map
3. Letter of Support - Baylor Scott & White

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1007 "TRAFFIC SCHEDULE VII, ONE-WAY STREETS AND ALLEYWAYS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1007 "Traffic Schedule VII, One-Way Streets and Alleyways," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 22nd day of August, 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules," Sec. 38-1007 "Traffic Schedule VII, One-Way Streets and Alleyways" is hereby amended to include the following entry:

Cathedral Pines Drive one-way street traveling from its terminus to Medical Avenue.

Cathedral Pines Drive One-Way



Charles Shelburne
Vice President, Campus Planning

301 N. Washington
Dallas, Texas 75246
(214) 820-8674

June 13, 2024

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

Re: Conversion of Cathedral Pines Drive into a one-way traffic

To Whom It May Concern,

On behalf of Baylor Scott White Medical Center – College Station, I would like to provide our position regarding the proposed conversion of Cathedral Pines Drive to a one-way traffic flow supporting the multi-family housing project located at Double Mountain Rd. and Medical Avenue.

We have met with the proposed developers, are pleased with the progress of the project and understand the proposed multi-family development has been designed to use Cathedral Pines Drive as an egress-only driveway out of their development.

Please allow this letter to serve as our support of the Ordinance Amendment to the Traffic Schedule that will convert Cathedral Pines Drive off Medical Avenue into a one-way street. With the recent rezoning, Cathedral Pines Drive is no longer projected through the subject property, and we give our support for the traffic schedule to be amended.

Sincerely,

Charles Shelburne
Vice President Campus Planning

August 22, 2024
Item No. 6.5.
First Reading of Franchise Agreement Ordinance for 2906 Holdings, LLC (dba Waste Falcon)

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with 2906 Holdings, LLC (dba Waste Falcon) for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

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

Summary: This item is an ordinance granting 2906 Holdings, LLC (dba Waste Falcon) a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

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

A franchise agreement for Waste Falcon was approved by City Council on July 22, 2022. The company has changed names to 2906 Holdings, LLC but is continuing doing business as Waste Falcon.

Counting Waste Falcon, the city has a total of eighteen (18) franchised haulers. This list can be found on the city’s website under Public Works.

Budget & Financial Summary: N/A

Attachments:
1. 24300572 2906 Holdings LLC Franchise Agreement (Vendor Signed)

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 24300572 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Recyclables Collection Franchise Agreement

Name of Contractor: 2906 Holdings, LLC. dba Waste Falcon

CONTRACT TOTAL VALUE: $ TBD

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)
Franchise agreement terms attached.

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 8/22/24&9/12/24 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher — 8/12/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

John Person — 8/12/2024
ASST CITY MGR – CFO — DATE

John A. Haislet — 8/12/2024
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

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

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, 2906 HOLDINGS, LLC, (DBA WASTE FALCON) ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

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

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

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

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

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ARTICLE I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

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

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

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

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

ARTICLE III. PAYMENT AND TERM

3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

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

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

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

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

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

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

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

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

ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

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

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

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

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

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE VII. COLLECTION AND TRANSPORT

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

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

ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

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

ARTICLE IX. SERVICE COMPLAINTS

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

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

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

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

ARTICLE X. DISPOSAL AND PROCESSING

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

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

ARTICLE XI. VIOLATION AND PENALTY

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

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

ARTICLE XII. INSURANCE

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

12.2 The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

ARTICLE XIII. INDEMNIFICATION AND RELEASE

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

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

ARTICLE XIV. DISPUTES AND MEDIATION

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

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

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

ARTICLE XV. GENERAL TERMS

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

15.2 Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of College Station	2906 Holdings, LLC (dba Waste Falcon)
Attn: Caroline Ask	Attn: Caleb Barnett
PO BOX 9960	5544 Caroline Drive
College Station, TX 77842	Bryan, TX 77807
mlucas@cstx.gov	bcsjunkremoval@gmail.com

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

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

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

- **a.** First Consideration & Approval on the 22nd day of August, 2024.
- **b.** Second Consideration & Approval on the 12th day of September 2024.

2906 HOLDINGS, LLC
DBA WASTE FALCON

By: _____

Printed Name: Caleb Barnett

Title: **Owner/Member**

Date: 8/8/2024

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: 8/12/2024

_____
Assistant City Manager/CFO
Date: 8/12/2024

EXHIBIT A. SCHEDULE OF RATES

- **20-yard dumpster:** $425 rental fee (7 days included, no tonnage included, 25 mi delivery radius)
- **30-yard dumpster (subcontracted):** $565 rental fee (7 days included, no tonnage included, 25 mi delivery radius)
- **Junk removal** (custom quote)
- **Mileage:** $4.25/mi after 25 miles
- **Days:** $8/day after 7 days
- **Tonnage:** $42/ton
- **Overweight fee:** additional $50/ton over 3 tons in 20-yd or 10 tons in 30-yd (driver instructed to call for a second dumpster rather than haul it)
- **Same-day service fee**: $50

· A **dry run** charge can range from **$150** to **$500** per occurrence. Blocking or impeding retrieval of a roll-off on the agreed delivery or collection date will result in a dry run charge.

· **Tires**: <19" ($5/tire). 19"-24.5" ($13/tire). >24.5" ($33/tire)

· **Items with refrigerant**: $25 each.

· **Special items ($56/ton)**: dead animals, non-friable asbestos-containing material, sludge, grit, grease, contaminated soils, food.

· **Other:** Cleaning due to loading restricted or hazardous materials may be billed at a 3rd party rate plus a reasonable markup.

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

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

EXHIBIT B. INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

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

IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

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

EXHIBIT C. CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/31/2024

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:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State National Insurance Company, Inc.	12831
INSURED 2906 Holdings, LLC DBA Waste Falcon 5544 Caroline Dr Bryan, TX 77807	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 512120032 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		NXTCWCDD3R-00-GL	06/07/2024	06/07/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	X		NXTCWCDD3R-00-GL	06/07/2024	06/07/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000.00 $ 1,000,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

The Certificate Holder is City of College Station. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy on a primary and non-contributory basis. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy with respect to ongoing operations. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of College Station
PO Box 9960
College Station, TX 77842

LIVE CERTIFICATE

Click or scan to view

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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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/1/2024

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: Toby Stubbs	
Wisdom Insurance Agency Inc. 2309 Silvernail Rd Pewaukee WI 53072	PHONE (A/C, No, Ext): (262) 408-5019	FAX (A/C, No): (262) 661-7475
	E-MAIL ADDRESS: toby@wisdominsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Progressive County Mutual Ins Co	29203
INSURED	INSURER B : Biberk	11754
2906 Holdings, LLC DBA Waste Falcon 5544 Caroline Drive Bryan TX 77807-7806	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y		982168297	06/07/2024	06/07/2025	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A		N9WC170633	06/07/2024	06/07/2025	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Additional Insured: City of College Station

CERTIFICATE HOLDER

City of College Station

RM PO Box 9960

College Station TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Toby Stubbs

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Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

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

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

State National Insurance Company, Inc.
To get information or file a complaint with your insurance company or HMO:

Call: Next First Insurance Agency, Inc.

Toll-free: 1-855-222-5919

Email: support@nextinsurance.com
Mail: P.O. Box 60787
Palo Alto, CA 94306

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

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

¿Tiene una queja o necesita ayuda?

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

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

LIVE CERTIFICATE

Click or scan to view

State National Insurance Company, Inc.
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Next First Insurance Agency, Inc.

Teléfono gratuito: 1-855-222-5919

Correo electrónico: support@nextinsurance.com
Dirección postal: P.O. Box 60787
Palo Alto, CA 94306

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

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

LIVE CERTIFICATE
Click or scan to view

August 22, 2024
Item No. 6.6.
Rock Prairie Management District No. 2 Annexation Consent Resolution

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a resolution granting consent to the Rock Prairie Management District No. 2 to annex approximately 19.44 acres of land into the District.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the consent to annexation of approximately 19.44 acres of land in the Rock Prairie Management District No. 2, located within the city.

Summary: BV Southern Pointe Development, Inc., has filed a petition requesting consent to annexation of 19.44 acres of land in Rock Prairie Management District No. 2. Pursuant to Sect. 3909.110 and 3909.111 Texas Special District Local Laws Code and Subchapter J, Chapter 49 Texas Water Code, the District must obtain City approval for the annexation of land and subsequent issuance of bond indebtedness; therefore, the District has come to the City for consent.

Budget & Financial Summary: The annexed property will not be subject to the Infrastructure or Economic Development Agreements between the City and the District.

Attachments:
1. Consent Resolution RPMD 2 19.44 Acres

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, GRANTING CONSENT TO THE ANNEXATION OF APPROXIMATELY NINETEEN AND FORTY-FOUR HUNDREDTHS (19.44) ACRES OF LAND INTO THE ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 LOCATED WITHIN THE CITY.

WHEREAS, Rock Prairie Management District No. 2 ("District") was created pursuant to a special act in the 83rd Texas Legislature and codified in Chapter 3909, Texas Special District Local Laws Code and approved by the City of College Station, Texas ("City") as set forth in Resolution No. 07-09-15-02 on or about July 9, 2015; and

WHEREAS, BV Southern Pointe Development, Inc., as sole owner of approximately 19.44 acres of land more particularly described in **Exhibit "A"** and attached and incorporated as **Exhibit "A"** ("Land") has filed a petition requesting consent to annexation into the District including an estimated amount of Two Million Eight Hundred Seventy-Five Hundred Thousand Dollars and No Cents ($2,875,000.00) of bonded indebtedness to be issued by the District as improvements contemplated within the Land ("Petition"). A copy of the Petition is attached hereto as **Exhibit "B"**; and

WHEREAS, pursuant to §§3909.110 & 3909.111 of the Texas Special District Laws Code and Subchapter J, Chapter 49 of the Texas Water Code the District must obtain the City's consent for the annexation of Land and subsequent issuance of bonded indebtedness; and

WHEREAS, the College Station City Council now desires to grant consent as set forth in this Resolution; now therefore;

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

PART 1: That the facts and recitations in the preamble of this Resolution are declared true and correct and adopted as findings of the City Council.

PART 2: That the City Council grants consent to annexation of the Land into the District as described this Resolution.

PART 3: That the terms and conditions upon which the City consents to annexing the Land into the District are as follows:

a. District complies with the terms and conditions set forth in College Station Resolution No. 07-09-15-02 adopted on or about July 9, 2015, as amended; and

b. That the Land is NOT made a part of Tract "A" as referenced in the Infrastructure and Economic Development Agreement entered into between the City and the District on or about July 9, 2015; and the District takes any and all steps reasonably necessary to ensure this.

PART 4: That the consent in this Resolution is conditioned upon compliance with the above-referenced terms and conditions and serves as authorization for the District to annex the Land as provided in this Resolution and in accordance with applicable law.

PART 5: That the Resolution shall become effective immediately from and after its passage & approval.

PASSED, ADOPTED and APPROVED this _____ day of August, 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT A

Exhibit A

FIELD NOTES DESCRIPTION

OF A

19.44 ACRE TRACT

THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 19.44 ACRES IN THE THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9, IN BRAZOS COUNTY, TEXAS, BEING THE REMAINDER OF A CALLED 19.69 ACRE TRACT OF LAND CONVEYED TO EUGENE BERNARD SAVAGE III IN VOLUME 10745, PAGE 153 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 19.44 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set on the south right-of-way line of Rock Prairie Road (variable width right-of-way, 11427/247 OPRBCT; portions appear to be prescriptive in nature) and being the northeast corner of a called 33.342 acre tract conveyed to College Station Downtown Residential, LLC in Volume 16558, Page 80 (OPRBCT), and further being the northwest corner of the herein described tract, from which a 1/2 inch iron rod with a plastic cap stamped "MAYO RPLS 5045" found bears N 77° 01' 02" W a distance of 398.73 feet;

THENCE, with the south line of Rock Prairie Road, **S 77° 01' 02" E**, for a distance of **397.18 feet** to a 1/2 inch iron rod found being the northwest corner of a called 66.32 acre tract conveyed to the City of College Station in Volume 4480, Page 135 (OPRBCT), and further being the northeast corner of the herein described tract, from which the City of College Station monument CS94-148 bears N 39° 57' 35" E, a distance of 1,625.97 feet;

THENCE, with the northwest boundary of said 66.32 acre tract and generally along a fence for the following six (6) courses and distances:

1) **S 36° 34'45" W**, a distance of **465.53 feet** to a cross tie found;
2) **S 37° 11' 44" W**, a distance of **711.78 feet** to a cross tie found;
3) **S 37° 50' 59" W**, a distance of **323.52 feet** to a 5 inch treated fence post found;
4) **S 34° 52' 46" W**, a distance of **259.94 feet** to an angle point in fence;
5) **S 38° 43' 08" W**, a distance of **314.73 feet** to a cross tie found;
6) **S 38° 34' 25" W**, a distance of **539.01 feet** to a 1/2 inch iron rod found for the west corner of said 66.32 acre tract and further being the north corner of a called 100.64 acre tract conveyed to the City of College Station in Volume 6927, Page 226 (OPRBCT) and also being the east corner of a called 111.679 acre tract conveyed to College Station Downtown Residential, LLC in Volume 14405, Page 186 (OPRBCT) and being the south corner of the herein described tract;

THENCE, with the northeast line of said 111.679 acre tract, **N 48° 35' 09" W,** for a distance of **437.42 feet** to a 1/2 inch iron rod found being the south corner of a called 33.342 acre tract conveyed to College Station Downtown Residential, LLC in Volume 16558, Page 80 (OPRBCT) and further being the west corner of the herein described tract;

THENCE, with the southeast boundaries of said 33.342 acre tract and generally along a fence for the following two (2) courses and distances:

1) **N 43° 29' 39" E,** a distance of **1,922.15 feet** to a 4 inch treated fence post found;
2) **N 23° 07' 46" E,** a distance of **524.07 feet** to the **POINT OF BEGINNING** hereof and containing 19.44 acres, more or less.

Surveyed on the ground February 2022 under my supervision. See plat revised March 2022 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010170500000 (calculated using GEOID12B). Reference drawing: 21-1079.

3/24/22

STATE OF TEXAS REGISTERED NATHAN PAUL KERR 6834 PROFESSIONAL LAND SURVEYOR

Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834
Revised 03-24-22

KERR SURVEYING
Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

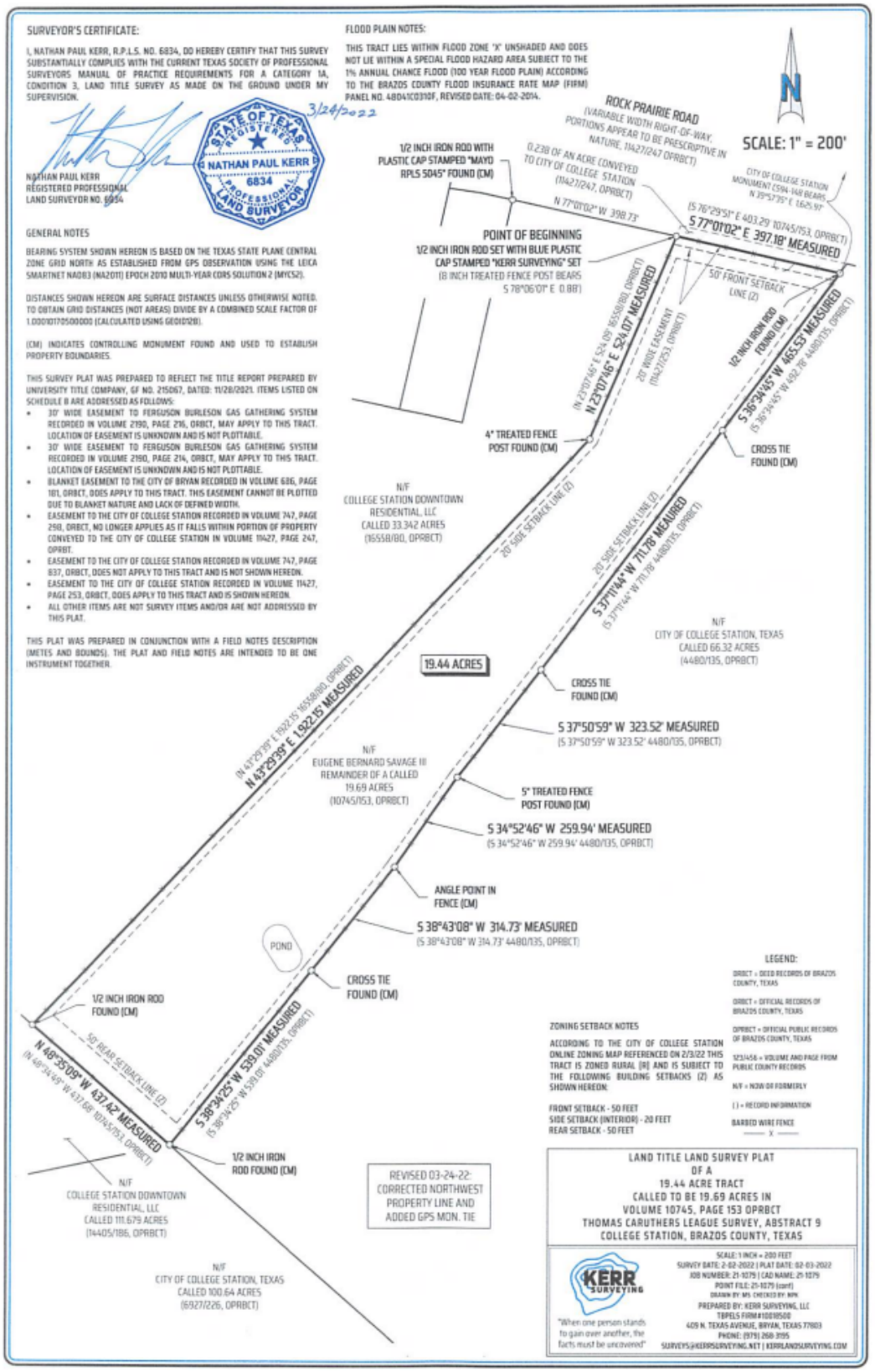

SURVEYOR'S CERTIFICATE:
I, NATHAN PAUL KERR, R.P.L.S. NO. 6834, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 3, LAND TITLE SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.
3/24/2022
NATHAN PAUL KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6834
STATE OF TEXAS
REGISTERED
NATHAN PAUL KERR
6834
PROFESSIONAL
LAND SURVEYOR
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010170500000 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED TO REFLECT THE TITLE REPORT PREPARED BY UNIVERSITY TITLE COMPANY, GF NO. 215067, DATED: 11/28/2021. ITEMS LISTED ON SCHEDULE B ARE ADDRESSED AS FOLLOWS:
• 30' WIDE EASEMENT TO FERGUSON BURLESON GAS GATHERING SYSTEM RECORDED IN VOLUME 2190, PAGE 216, ORBCT, MAY APPLY TO THIS TRACT. LOCATION OF EASEMENT IS UNKNOWN AND IS NOT PLOTTABLE.
• 30' WIDE EASEMENT TO FERGUSON BURLESON GAS GATHERING SYSTEM RECORDED IN VOLUME 2190, PAGE 214, ORBCT, MAY APPLY TO THIS TRACT. LOCATION OF EASEMENT IS UNKNOWN AND IS NOT PLOTTABLE.
• BLANKET EASEMENT TO THE CITY OF BRYAN RECORDED IN VOLUME 686, PAGE 181, ORBCT, DOES APPLY TO THIS TRACT. THIS EASEMENT CANNOT BE PLOTTED DUE TO BLANKET NATURE AND LACK OF DEFINED WIDTH.
• EASEMENT TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 747, PAGE 298, ORBCT, NO LONGER APPLIES AS IT FALLS WITHIN PORTION OF PROPERTY CONVEYED TO THE CITY OF COLLEGE STATION IN VOLUME 11427, PAGE 247, OPRBT.
• EASEMENT TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 747, PAGE 837, ORBCT, DOES NOT APPLY TO THIS TRACT AND IS NOT SHOWN HEREON.
• EASEMENT TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 11427, PAGE 253, ORBCT, DOES APPLY TO THIS TRACT AND IS SHOWN HEREON.
• ALL OTHER ITEMS ARE NOT SURVEY ITEMS AND/OR ARE NOT ADDRESSED BY THIS PLAT.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
FLOOD PLAIN NOTES:
THIS TRACT LIES WITHIN FLOOD ZONE "X" UNSHADED AND DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0310F, REVISED DATE: 04-02-2014.
N
SCALE: 1" = 200'
ROCK PRAIRIE ROAD
(VARIABLE WIDTH RIGHT-OF-WAY, PORTIONS APPEAR TO BE PRESCRIPTIVE IN NATURE, 11427/247 OPRBCT)
1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "MAYO RPLS 5045" FOUND (CM)
0.238 OF AN ACRE CONVEYED TO CITY OF COLLEGE STATION (11427/247, OPRBCT)
CITY OF COLLEGE STATION MONUMENT (S94-148 BEARS N 39°57'35" E 1625.97')
(S 76°29'51" E 403.29' 10745/153, OPRBCT)
N 77°01'02" W 398.73'
S 77°01'02" E 397.18' MEASURED
POINT OF BEGINNING
1/2 INCH IRON ROD SET WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" SET
(8 INCH TREATED FENCE POST BEARS S 78°06'01" E 0.88')
50' FRONT SETBACK LINE (2)
1/2 INCH IRON ROD FOUND (CM)
(N 23°07'46" E 524.09' 16558/180, OPRBCT)
N 23°07'46" E 524.07' MEASURED
20' INGR EASEMENT (11427/253, OPRBCT)
S 36°34'45" W 465.53' MEASURED
(S 36°34'45" W 492.78' 4480/135, OPRBCT)
4" TREATED FENCE POST FOUND (CM)
CROSS TIE FOUND (CM)
N/F
COLLEGE STATION DOWNTOWN RESIDENTIAL, LLC
CALLED 33.342 ACRES
(16558/180, OPRBCT)
20' SIDE SETBACK LINE (2)
20' SIDE SETBACK LINE (2)
S 37°11'44" W 711.78' MEASURED
(S 37°11'44" W 711.78' 4480/135, OPRBCT)
N/F
CITY OF COLLEGE STATION, TEXAS
CALLED 66.32 ACRES
(4480/135, OPRBCT)
19.44 ACRES
CROSS TIE FOUND (CM)
S 37°50'59" W 323.52' MEASURED
(S 37°50'59" W 323.52' 4480/135, OPRBCT)
(N 43°29'39" E 1922.15' 16558/180, OPRBCT)
N 43°29'39" E 1,922.15' MEASURED
N/F
EUGENE BERNARD SAVAGE III
REMAINDER OF A CALLED 19.69 ACRES
(10745/153, OPRBCT)
5" TREATED FENCE POST FOUND (CM)
S 34°52'46" W 259.94' MEASURED
(S 34°52'46" W 259.94' 4480/135, OPRBCT)
ANGLE POINT IN FENCE (CM)
S 38°43'08" W 314.73' MEASURED
(S 38°43'08" W 314.73' 4480/135, OPRBCT)
POND
CROSS TIE FOUND (CM)
1/2 INCH IRON ROD FOUND (CM)
50' REAR SETBACK LINE (2)
(N 48°34'49" W 437.68' 10745/153, OPRBCT)
N 48°25'09" W 437.42' MEASURED
S 38°34'25" W 539.01' MEASURED
(S 38°34'25" W 539.01' 4480/135, OPRBCT)
1/2 INCH IRON ROD FOUND (CM)
N/F
COLLEGE STATION DOWNTOWN RESIDENTIAL, LLC
CALLED 111.679 ACRES
(11405/186, OPRBCT)
N/F
CITY OF COLLEGE STATION, TEXAS
CALLED 100.64 ACRES
(6927/226, OPRBCT)
REVISED 03-24-22:
CORRECTED NORTHWEST PROPERTY LINE AND ADDED GPS MON. TIE
LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
BARBED WIRE FENCE
ZONING SETBACK NOTES
ACCORDING TO THE CITY OF COLLEGE STATION ONLINE ZONING MAP REFERENCED ON 2/3/22 THIS TRACT IS ZONED RURAL (R) AND IS SUBJECT TO THE FOLLOWING BUILDING SETBACKS (2) AS SHOWN HEREON:
FRONT SETBACK - 50 FEET
SIDE SETBACK (INTERIOR) - 20 FEET
REAR SETBACK - 50 FEET
LAND TITLE LAND SURVEY PLAT
OF A
19.44 ACRE TRACT
CALLED TO BE 19.69 ACRES IN
VOLUME 10745, PAGE 153 OPRBCT
THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 200 FEET
SURVEY DATE: 2-02-2022 | PLAT DATE: 02-03-2022
JOB NUMBER: 21-1079 | CAD NAME: 21-1079
POINT FILE: 21-1079 (conf)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM #10010500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT B

SCHWARTZ PAGE & HARDING

July 18, 2024

VIA EMAIL AND FEDERAL EXPRESS

Mr. Adam Falco (afalco@cstx.gov)
City Attorney
City of College Station, Texas
P.O. Box 9960
College Station, TX 77840

Re: Rock Prairie Management District No. 2; Request for Consent to the Annexation of 19.44 acres of Land to the District

Dear Mr. Falco:

Enclosed for the City's consideration is one (1) fully executed original Petition for Consent to Include Additional Land in Rock Prairie Management District No. 2, relative to the proposed annexation of 19.44 acres of land to the District.

Should you have any questions, please do not hesitate to contact us at (713) 623-4531.

Very truly yours,

SCHWARTZ, PAGE & HARDING, L.L.P.

Christina Cole

Christina Cole

727880 1300 POST OAK BOULEVARD, SUITE 2400 • HOUSTON, TX 77056
O: 713.623.4531 • F: 713.623.6143

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN
ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

TO THE HONORABLE MAYOR AND
CITY COUNCIL OF THE CITY OF COLLEGE STATION:

BV SOUTHERN POINTE DEVELOPMENT, INC., a Texas corporation, being the holder of title to all of, and therefore, a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Brazos County, Texas ("Landowner"), and Rock Prairie Management District No. 2 ("District") (Landowner and District hereinafter called "Petitioner"), acting pursuant to the provisions of Section 3909.110, Texas Special District Local Laws Code, as amended, respectfully petition for consent to include additional land in the District. In support of this petition, Petitioner shows as follows:

I.

The District, to which the land hereinafter described is sought to be annexed, has been created by an Act of the 83rd Texas Legislature, House Bill 3874, Regular Session, codified as Chapter 3909, Texas Special District Local Laws Code (the "Act"), under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, and exists under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, Article III, Section 52 and 52-a of the Constitution of Texas, the Act, Chapter 375 of the Texas Local Government Code, and the applicable provisions of Chapter 49 and Chapter 54 of the Texas Water Code, as amended. Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District, as indicated by the tax rolls of the central appraisal district of Brazos County, Texas. Landowner represents and warrants that the lienholder consenting to this petition below is the only holder of liens against the land sought to be annexed.

II.

The land sought to be added to the District contains approximately 19.44 acres of land, more or less, and lies wholly within Brazos County, Texas. Under the provisions of Vernon's Texas Civil Statutes, Local Government Code, Section 42.001 et seq., as amended, said area is within the corporate limits of the City of College Station and is not within such jurisdiction of any other city. All of the territory to be annexed may properly be annexed to the District.

III.

The land sought to be added to the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

IV.

The general nature of the work proposed to be done in the area sought to be annexed shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

(1) provide a water supply for municipal, domestic and commercial purposes;

(2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;

(3) gather, conduct, divert and control local storm water or other harmful excesses of water in the area;

(4) promote, develop, encourage and maintain employment, commerce, economic development, safety, and the public welfare in the area within the District;

(5) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law;

(6) design, acquire, construct, finance and issue bonds for roads pursuant to applicable law, as amended ("Road Powers"), as, if, and when required; and

(7) to provide such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is created and permitted under state law.

V.

The area of the District is urban in nature, is within the growing environs of the City of City of College Station and is in close proximity to populous and developed sections of Brazos County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Therefore, there is a necessity for the improvements described above for the following reasons:

(1) The land sought to be added to the District is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities nor is it presently economically feasible for such facilities to be added to said land. The health and welfare of the present and future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the land sought to be added to the District.

(2) The present and future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for the health and well-being of such inhabitants. The land sought to be added to the District does not currently include adequate recreational facilities.

(3) The present and future inhabitants of the District, the land sought to be added to the District and of territories adjacent thereto require adequate road facilities, as same are necessary and desirable for the health and welfare of such inhabitants, and for the orderly growth of residential and commercial development within the area and territories adjacent thereto. Road Powers are of necessity to the land within the District and the land sought to be added to the District as such powers will allow the District to construct, acquire, improve, and provide financing for road facilities that may not otherwise be constructed in a manner that will proactively address safety, capacity, durability, economic feasibility, and regional mobility issues.

(4) The present and future inhabitants of the District, the land sought to be added to the District and of territories adjacent thereto require such additional facilities as may be authorized by the Act and as may be necessary to promote, develop, encourage and maintain employment, commerce, transportation, housing, tourism, recreation, the arts, entertainment, economic development, safety and the public welfare in the area within the District.

A public necessity exists for the addition of said lands to the District to promote, develop, encourage, and maintain employment, commerce, economic development, and the public welfare in the area within the District and to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the purchase, construction, extension, improvement, maintenance and operation of a water supply and sanitary sewer system, drainage facilities, recreational facilities (if allowed by applicable law) and road facilities, and such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District was created and permitted under state law.

VI.

The Petitioner agrees and hereby covenants that if the requested consent to the annexation of the land to the District is given, the Petitioner will adopt and abide by the conditions set forth in the City of College Station Resolution No. 07-09-15-02 adopted on or about July 9, 2015, as amended.

VII.

It is now estimated by the Petitioner from such information as is available at this time, that the amount of bonds necessary to be issued to finance development costs contemplated within the area proposed to be annexed will be approximately $2,875,000.

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of College Station give its consent to the annexation of the aforesaid land into said District.

[Signatures commence on following page.]

Dated this the 30 day of June, 2024.

Landowner

BV SOUTHERN POINTE DEVELOPMENT, INC., a Texas corporation

By: _____
Wallace S. Philips, III, President

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 30 day of June, 2024, by Wallace S. Phillips, III, President of BV Southern Pointe Development Inc., a Texas corporation, on behalf of such corporation.

PAULA BLAKE
My Notary ID # 2865126
Expires May 26, 2028

_____
Notary Public in and for the
State of Texas

(SEAL)

District

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2

By:_____
Name: Uri Geva
Title: President, Board of Directors

By: _____
Name: Mark Lindemulder
Title: Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 30th day of June, 2024 by Uri Geva, President of the Board of Directors of ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, on behalf of said district.

_____
Notary Public in and for the
State of Texas

JULIA M KIME
NOTARY ID #90290-0
My Commission Expires
December 02, 2026

The undersigned, being the holder of liens against the property described in the foregoing Petition for Consent to Include Additional Land in Rock Prairie Management District No. 2 hereby acknowledges and consents to said Petition.

PHILLIPS 3 LAND HOLDINGS LLC,
a Texas limited liability company

By: GREENS PRAIRIE INVESTORS, LTD.,
a Texas limited partnership, its Managing Member

By: GREENS PRAIRIE ASSOCIATES LLC, a Texas limited liability company, its General Partner

Attest:

By: _____
Vicki Hillert, Vice President

By: _____
Wallace S. Phillips, III, Manager

By: CASCADE POINTE, LP, a Texas limited partnership, its Managing Member

By: CASCADE POINTE GP, LLC,
a Texas limited liability company, its General Partner

Attest:

By: _____
Dawn Phillips, Member

By: _____
Wallace S. Phillips, III, Member

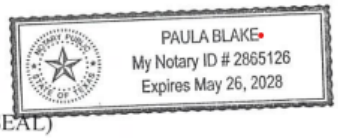
Attest:

By: _____
Wallace S. Phillips, III, Member

By: _____
Dawn Phillips, Member

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 31st day of July, 2024, by Wallace S. Phillips, III, Manager of Greens Prairie Associates LLC, a Texas limited liability company and General Partner of Greens Prairie Investors, Ltd, a Texas limited partnership and Managing Member of Phillips 3 Land Holdings LLC, on behalf of said entities.

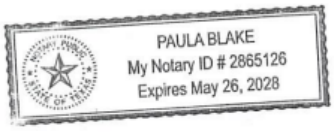


(SEAL)

Notary Public in and for
the State of T E X A S

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 31st day of July, 2024, by Wallace S. Phillips, III and Dawn Phillips, Members of Cascade Pointe GP, LLC, a Texas limited liability company and General Partner of Cascade Pointe, LP, a Texas limited partnership and Managing Member of Phillips 3 Land Holdings LLC, on behalf of said entities.



(SEAL)

Notary Public in and for
the State of T E X A S

Exhibit A

FIELD NOTES DESCRIPTION

OF A

19.44 ACRE TRACT

THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 19.44 ACRES IN THE THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9, IN BRAZOS COUNTY, TEXAS, BEING THE REMAINDER OF A CALLED 19.69 ACRE TRACT OF LAND CONVEYED TO EUGENE BERNARD SAVAGE III IN VOLUME 10745, PAGE 153 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 19.44 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set on the south right-of-way line of Rock Prairie Road (variable width right-of-way, 11427/247 OPRBCT; portions appear to be prescriptive in nature) and being the northeast corner of a called 33.342 acre tract conveyed to College Station Downtown Residential, LLC in Volume 16558, Page 80 (OPRBCT), and further being the northwest corner of the herein described tract, from which a 1/2 inch iron rod with a plastic cap stamped "MAYO RPLS 5045" found bears N 77° 01' 02" W a distance of 398.73 feet;

THENCE, with the south line of Rock Prairie Road, **S 77° 01' 02" E**, for a distance of **397.18 feet** to a 1/2 inch iron rod found being the northwest corner of a called 66.32 acre tract conveyed to the City of College Station in Volume 4480, Page 135 (OPRBCT), and further being the northeast corner of the herein described tract, from which the City of College Station monument CS94-148 bears N 39° 57' 35" E, a distance of 1,625.97 feet;

THENCE, with the northwest boundary of said 66.32 acre tract and generally along a fence for the following six (6) courses and distances:

1) **S 36° 34'45" W**, a distance of **465.53 feet** to a cross tie found;
2) **S 37° 11' 44" W**, a distance of **711.78 feet** to a cross tie found;
3) **S 37° 50' 59" W**, a distance of **323.52 feet** to a 5 inch treated fence post found;
4) **S 34° 52' 46" W**, a distance of **259.94 feet** to an angle point in fence;
5) **S 38° 43' 08" W**, a distance of **314.73 feet** to a cross tie found;
6) **S 38° 34' 25" W**, a distance of **539.01 feet** to a 1/2 inch iron rod found for the west corner of said 66.32 acre tract and further being the north corner of a called 100.64 acre tract conveyed to the City of College Station in Volume 6927, Page 226 (OPRBCT) and also being the east corner of a called 111.679 acre tract conveyed to College Station Downtown Residential, LLC in Volume 14405, Page 186 (OPRBCT) and being the south corner of the herein described tract;

THENCE, with the northeast line of said 111.679 acre tract, **N 48° 35' 09" W**, for a distance of **437.42 feet** to a 1/2 inch iron rod found being the south corner of a called 33.342 acre tract conveyed to College Station Downtown Residential, LLC in Volume 16558, Page 80 (OPRBCT) and further being the west corner of the herein described tract;

THENCE, with the southeast boundaries of said 33.342 acre tract and generally along a fence for the following two (2) courses and distances:

1) **N 43° 29' 39" E**, a distance of **1,922.15 feet** to a 4 inch treated fence post found;
2) **N 23° 07' 46" E**, a distance of **524.07 feet** to the **POINT OF BEGINNING** hereof and containing 19.44 acres, more or less.

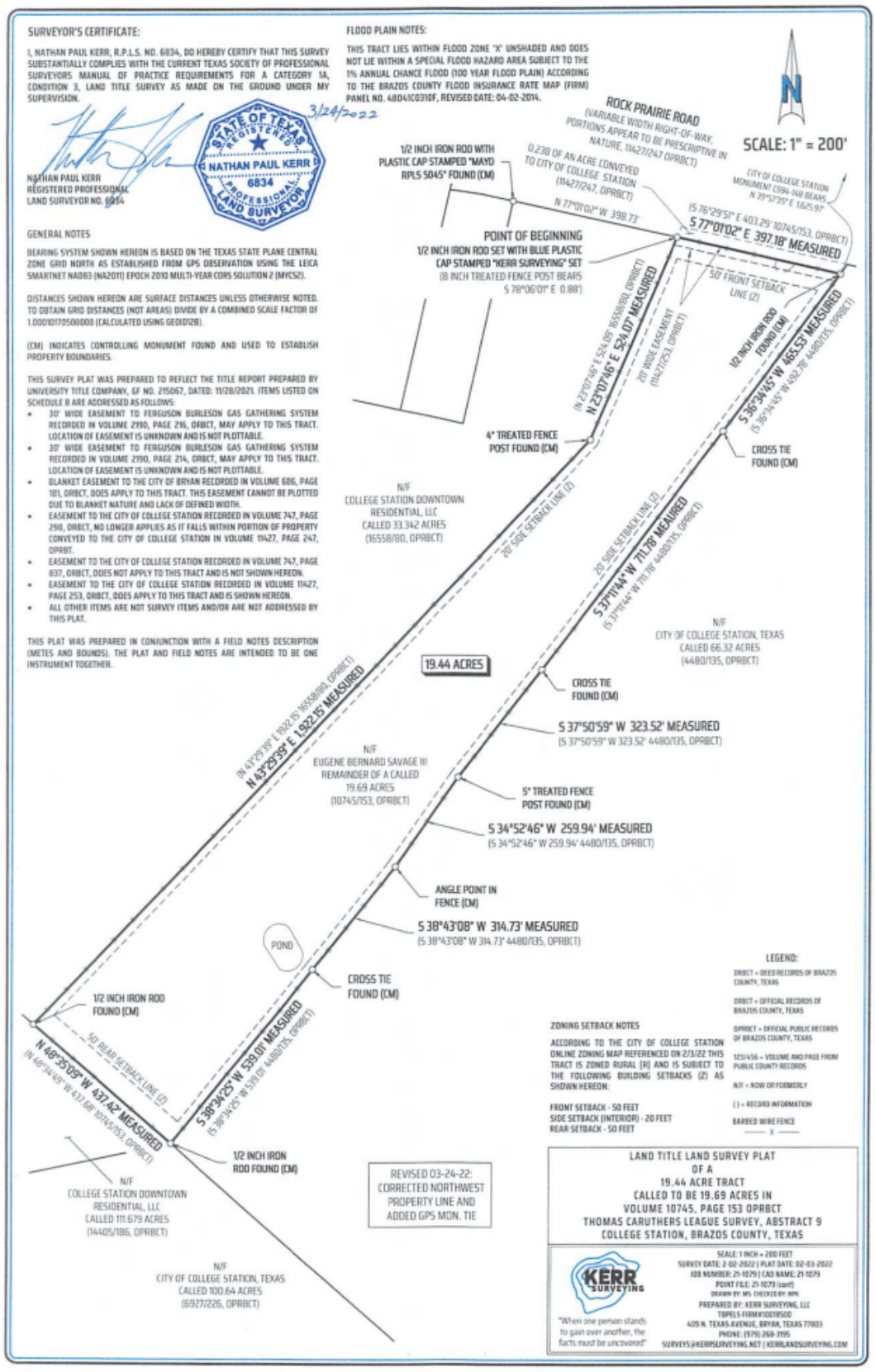
Surveyed on the ground February 2022 under my supervision. See plat revised March 2022 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010170500000 (calculated using GEOID12B). Reference drawing: 21-1079.

3/24/22

STATE OF TEXAS REGISTERED NATHAN PAUL KERR 6834 PROFESSIONAL LAND SURVEYOR

Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834
Revised 03-24-22

KERR SURVEYING
Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500


SURVEYOR'S CERTIFICATE:
I, NATHAN PAUL KERR, R.P.L.S. NO. 6834, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 3, LAND TITLE SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.
3/24/2022
NATHAN PAUL KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6834
STATE OF TEXAS
REGISTERED
NATHAN PAUL KERR
6834
PROFESSIONAL
LAND SURVEYOR
GENERAL NOTES
BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010170500000 (CALCULATED USING GEOID12B).
(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED TO REFLECT THE TITLE REPORT PREPARED BY UNIVERSITY TITLE COMPANY, GF NO. 215067, DATED: 11/28/2021. ITEMS LISTED ON SCHEDULE B ARE ADDRESSED AS FOLLOWS:
• 30' WIDE EASEMENT TO FERGUSON BURLESON GAS GATHERING SYSTEM RECORDED IN VOLUME 2190, PAGE 216, ORBCT, MAY APPLY TO THIS TRACT. LOCATION OF EASEMENT IS UNKNOWN AND IS NOT PLOTTABLE.
• 30' WIDE EASEMENT TO FERGUSON BURLESON GAS GATHERING SYSTEM RECORDED IN VOLUME 2190, PAGE 214, ORBCT, MAY APPLY TO THIS TRACT. LOCATION OF EASEMENT IS UNKNOWN AND IS NOT PLOTTABLE.
• BLANKET EASEMENT TO THE CITY OF BRYAN RECORDED IN VOLUME 686, PAGE 181, ORBCT, DOES APPLY TO THIS TRACT. THIS EASEMENT CANNOT BE PLOTTED DUE TO BLANKET NATURE AND LACK OF DEFINED WIDTH.
• EASEMENT TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 747, PAGE 298, ORBCT, NO LONGER APPLIES AS IT FALLS WITHIN PORTION OF PROPERTY CONVEYED TO THE CITY OF COLLEGE STATION IN VOLUME 11427, PAGE 247, OPRBT.
• EASEMENT TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 747, PAGE 837, ORBCT, DOES NOT APPLY TO THIS TRACT AND IS NOT SHOWN HEREON.
• EASEMENT TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 11427, PAGE 253, ORBCT, DOES APPLY TO THIS TRACT AND IS SHOWN HEREON.
• ALL OTHER ITEMS ARE NOT SURVEY ITEMS AND/OR ARE NOT ADDRESSED BY THIS PLAT.
THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.
FLOOD PLAIN NOTES:
THIS TRACT LIES WITHIN FLOOD ZONE 'X' UNSHADED AND DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0310F, REVISED DATE: 04-02-2014.
N
SCALE: 1" = 200'
ROCK PRAIRIE ROAD
(VARIABLE WIDTH RIGHT-OF-WAY, PORTIONS APPEAR TO BE PRESCRIPTIVE IN NATURE, 11427/247 OPRBCT)
1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "MAYO RPLS 5045" FOUND (CM)
0.238 OF AN ACRE CONVEYED TO CITY OF COLLEGE STATION (11427/247, OPRBCT)
(CITY OF COLLEGE STATION MONUMENT 1394-148 BEARS N 29°57'35" E 1625.97')
N 77°01'02" W 398.73'
(S 76°29'51" E 403.29' 10745/153, OPRBCT)
S 77°01'02" E 397.18' MEASURED
POINT OF BEGINNING
1/2 INCH IRON ROD SET WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" SET
(8 INCH TREATED FENCE POST BEARS S 78°06'01" E 0.88')
50' FRONT SETBACK LINE (Z)
(N 23°07'46" E 524.69' 1655B/180, OPRBCT)
N 23°07'46" E 524.07' MEASURED
20' WIDE EASEMENT (11427/253, OPRBCT)
1/2 INCH IRON ROD FOUND (CM)
S 36°34'45" W 465.53' MEASURED
(S 36°34'45" W 492.78' 4480/135, OPRBCT)
4" TREATED FENCE POST FOUND (CM)
CROSS TIE FOUND (CM)
N/F
COLLEGE STATION DOWNTOWN RESIDENTIAL, LLC
CALLED 33.342 ACRES
(1655B/180, OPRBCT)
20' SIDE SETBACK LINE (Z)
20' SIDE SETBACK LINE (Z)
S 37°11'44" W 711.78' MEASURED
(S 37°11'44" W 711.78' 4480/135, OPRBCT)
N/F
CITY OF COLLEGE STATION, TEXAS
CALLED 66.32 ACRES
(4480/135, OPRBCT)
19.44 ACRES
CROSS TIE FOUND (CM)
S 37°50'59" W 323.52' MEASURED
(S 37°50'59" W 323.52' 4480/135, OPRBCT)
N/F
EUGENE BERNARD SAVAGE III
REMAINDER OF A CALLED
19.69 ACRES
(10745/153, OPRBCT)
5" TREATED FENCE POST FOUND (CM)
S 34°52'46" W 259.94' MEASURED
(S 34°52'46" W 259.94' 4480/135, OPRBCT)
ANGLE POINT IN FENCE (CM)
S 38°43'08" W 314.73' MEASURED
(S 38°43'08" W 314.73' 4480/135, OPRBCT)
POND
CROSS TIE FOUND (CM)
(N 43°29'39" E 1922.15' 1655B/180, OPRBCT)
N 43°29'39" E 1,922.15' MEASURED
1/2 INCH IRON ROD FOUND (CM)
50' REAR SETBACK LINE (Z)
(N 46°34'49" W 437.68' 10745/153, OPRBCT)
N 46°35'09" W 437.42' MEASURED
S 38°34'25" W 539.01' MEASURED
(S 38°34'25" W 539.01' 4480/135, OPRBCT)
1/2 INCH IRON ROD FOUND (CM)
N/F
COLLEGE STATION DOWNTOWN RESIDENTIAL, LLC
CALLED 111.679 ACRES
(14405/186, OPRBCT)
N/F
CITY OF COLLEGE STATION, TEXAS
CALLED 100.64 ACRES
(6927/226, OPRBCT)
REVISED 03-24-22:
CORRECTED NORTHWEST PROPERTY LINE AND ADDED GPS MON. TIE
LEGEND:
DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
N/F = NOW OR FORMERLY
( ) = RECORD INFORMATION
BARBED WIRE FENCE
ZONING SETBACK NOTES
ACCORDING TO THE CITY OF COLLEGE STATION ONLINE ZONING MAP REFERENCED ON 2/3/22 THIS TRACT IS ZONED RURAL (R) AND IS SUBJECT TO THE FOLLOWING BUILDING SETBACKS (Z) AS SHOWN HEREON:
FRONT SETBACK - 50 FEET
SIDE SETBACK (INTERIOR) - 20 FEET
REAR SETBACK - 50 FEET
LAND TITLE LAND SURVEY PLAT
OF A
19.44 ACRE TRACT
CALLED TO BE 19.69 ACRES IN
VOLUME 10745, PAGE 153 OPRBCT
THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KERR SURVEYING
"When one person stands to gain over another, the facts must be uncovered"
SCALE: 1 INCH = 200 FEET
SURVEY DATE: 2-02-2022 | PLAT DATE: 02-03-2022
JOB NUMBER: 21-1079 | CAD NAME: 21-1079
POINT FILE: 21-1079 (.csnt)
DRAWN BY: MS CHECKED BY: NPK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM #10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

August 22, 2024
Item No. 6.7.
Contract for 2024 TAMU Football Post Game Day Traffic Control

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in a not to exceed amount of $128,800 for the 2024 TAMU Football Post Game Day Traffic Control.

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

Recommendation(s): Staff recommends awarding the contract to Buyers Barricades Houston, LLC.

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

TAMU is responsible for all traffic control on campus, while the city is responsible for traffic control off campus. A new Interlocal Agreement with TAMU, which replaces the previous agreement approved in September of 2021, specifies that both entities will split the cost of the traffic control deployment evenly, with no maximum on either party. The city invoices TAMU after the final home football game each season. Since the total amount of this year's contract is $128,800, both TAMU and the City's portion will be $64,400, assuming the full amount is utilized. The interlocal agreement has a five (5) year term, expiring in 2028.

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

Budget & Financial Summary: The budget for the deployment of traffic control has been included in both the FY24 and FY25 Street Maintenance budgets.

Attachments:
1. 24300610 Buyers Barricades Houston, LLC

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300610 PROJECT #: N/A BID/RFP/RFQ#: N/A

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

Name of Contractor: Buyers Barricades Houston LLC

CONTRACT TOTAL VALUE: $ 128,800.00 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

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

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

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
The funding for this project will be taken from the streets Division account number: 10010740-5315. The cost estimate is $128,800.00

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 8/8/24 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 8/1/2024 DATE

ASST CITY MGR – CFO — 8/2/2024 DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

9.12.23 UPDATED

CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "City") and
Buyers Barricades Houston, LLC (the "Contractor"),
for the following work:
TAMU Post Game day Traffic Control for the 2024 Football Season (7 Games)
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 TWENTY-EIGHT THOUSAND EIGHT HUNDRED **and** 00 **/100 Dollars**
($ 128,800.00 **).**

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:
December 1, 2024.

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 listed in Article I 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 Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. 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 or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV
INSURANCE

4.01 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. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "C"**.

During the term of this Agreement 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 shall apply:

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

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

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

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

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

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

4.05 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 listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.

(c) Limits of liability must be equal to or greater than $1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $2,000,000.00. Limits shall be endorsed to be per project.

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

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

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 under the current A. M. Best Key Rating Guide.

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

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

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

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

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

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

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

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

ARTICLE V
INDEMNIFICATION AND RELEASE

5.01 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 or in connection with the work or services done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

5.02 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, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release 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 VI
GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.02 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the 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 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

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

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

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

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

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

CITY OF COLLEGE STATION	BUYERS BARRICADES HOUSTON, LLC
Attn: Ronnie Loper	
PO BOX 9960	Attn: Michael Cooper
1101 Texas Ave	P.O. Box 733731
College Station, TX 77842	Dallas, TX 75373
rloper@cstx.gov	michael@buyersbarricades.com

6.15 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.

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

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

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

(a) Boycott Israel. If this Contract is for goods and services subject to § 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

BUYERS BARRICADES HOUSTON, LLC

By: Michael Cooper

Printed Name: Michael Cooper

Title: Project Manager

Date: 8/1/2024

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: 8/2/2024

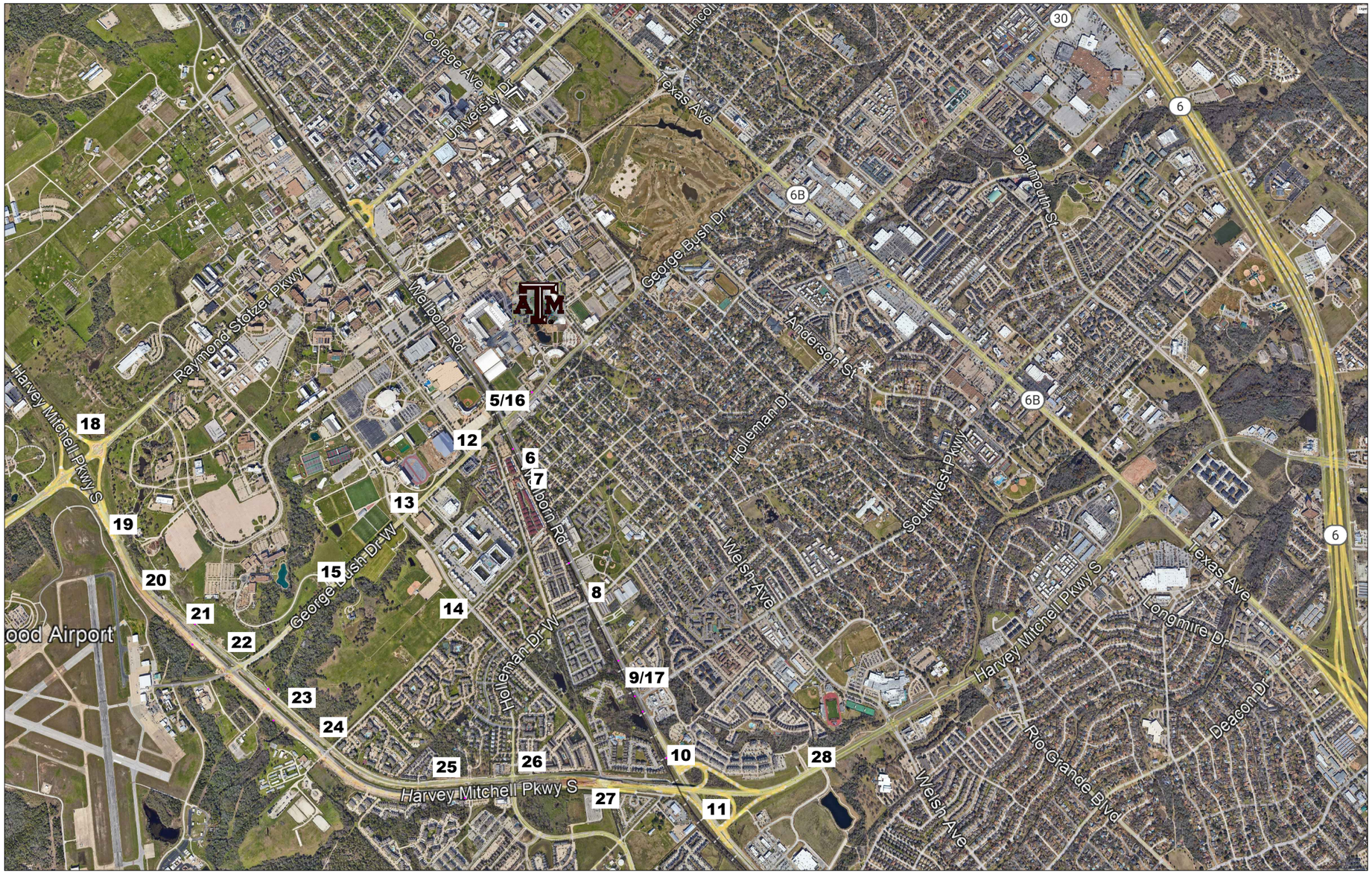
EXHIBIT A
SCOPE OF SERVICES

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.

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

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

Reference BuyBoard Contract# 608-20.



INDEX OF SHEETS

1. Title Sheet
2A. General Notes & Deployment Plan
2B. Deployment Plan (Cont.) & Removal Plan
3. Specifications
4A. Wellborn Rd at University Dr
4B. Wellborn Rd at University Dr
5. Wellborn Rd at George Bush Dr
6. Wellborn Rd at Fidelity St
7. Wellborn Rd at Luther St
8. Wellborn Rd at Holleman Dr
9. Wellborn Rd at Southwest Pkwy
10. Wellborn Rd at FM 2818 North Intersection
11. Wellborn Rd at FM 2818 South of Intersection
12. George Bush Dr at Olsen Blvd
13. George Bush Dr at Penberthy Dr
14. Luther St at Penberthy Dr
15. George Bush Dr at Barbara Bush Dr
16. Wellborn Rd at George Bush Dr Modification
17. Wellborn Rd at Southwest Parkway Modification
18. FM 60 & FM 2818
19. FM 2818-STA 261+50 to 273+50
20. FM 2818-STA 273+50 to 283+50
21. FM 2818-STA 283+50 to 295+00
22. George Bush Dr & FM 2818
23. FM 2818-STA 307+00 to 319+00
24. Luther St & FM 2818
25. FM 2818-STA 341+00 to 352+00
26. Holleman Dr & FM 2818
27. Jones Buttler Rd & FM 2818
28. FM 2818 & Waxwing Lane @ HEB
29. Message Boards & Itinerary
30.- 45. TXDOT Standard Details

Texas A&M Football Post Game Traffic Control Plan

KYLE FIELD GAME DAY - JULY 15, 2024

In partnership between:

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

SHEET 1

GENERAL NOTES:

1. Necessary Operational Procedures:
   a. Premark locations of traffic control devices with water based paint and maintain as needed. It is anticipated that most markings will not need to be remarked.
   b. Traffic control devices included in this contract shall be picked up at the Public Works Operations Center on King Cole Drive before each TAMU football game. Pick-up times shall be coordinated with the Streets Manager or their designee.
   c. Traffic control devices shall be deployed in accordance with the provided Deployment Plan. Any modifications to the plan must be discussed in advance and approved by the City.
   d. Traffic control devices included in the plans may be staged, but not deployed until the start of the second quarter of the football game. This means that devices shall not be placed in the roadway and signs shall not be visible to traffic until the aforementioned times. (One exception is noted at Texas/Deacon).
   e. Set-up cones, panels, and barricades in accordance with Traffic Control Plan.
   f. Set-up temporary signs called out in the Traffic Control Plan.
   g. Traffic control devices to be placed in a signalized intersection are to be placed per the plans once the traffic signal is in a flashing operation or a City of College Station representative provides direction to do so. The intersections of George Bush/Wellborn Road, George Bush/Olsen Blvd and FM 2818/Holleman Drive shall not have traffic control devices placed in the intersection until a College Station Police Officer arrives and provides the direction to do so.
   h. All temporary traffic control devices shall remain in place and maintained by the contractor until notified by a College Station representative, typically the College Station Police Officer in charge of the post football game traffic operations. It is anticipated that removal of the devices will begin 2 hours after the football game ends; however, this is an estimate for informational purposes only and does not restrict or limit the City of College Station representative's decision regarding the duration of the post football game traffic operations.
   i. All temporary traffic control devices will be removed when instructed in an orderly manner in accordance with the provided Removal Plan. Any modifications to the plan must be discussed in advance and approved by the City.
   j. All traffic control devices included in this contract shall be picked up and returned to the Public Works Operations Center on King Cole Drive after each TAMU football game. Drop-off times shall be coordinated with the Streets Manager or their designee.

2. All traffic control signs and devices shall be placed and installed in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and TxDOT Traffic Engineering Standard Sheets for Barricade and Construction Standards. Sign Designs sheet shows the design formation for the Dual Right Turn sign, Left and Right Only sign, Bus Only Lane sign, Right Turn Only sign and U Turn sign.
3. Any variations to the traffic control plan shall be approved by the City Traffic Engineer or their designee.
4. Contractor shall provide at least limited access to all businesses and residences along roadway at all times.
5. Unless specified elsewhere in the plans, all signs shall be the standard size for conventional roads, per the TMUTCD.
6. All Portable Changeable Message Signs (PCMS) will be deployed, activated, deactivated, and returned to the Public Works Operations Center by Public Works employees. These plans do not include the need of the contractor's forces to assist or be responsible for the PCMS.
7. Contractor will be required to provide radios to communicate with personnel as well as with the City.
8. Contractor shall follow the provided plan unless directed otherwise by the Incident Commander, Streets Manager, or City Traffic Engineer.
9. Contractor shall stage vehicles in locations specified in the plans or as directed by the City during the pre-deployment meeting.

DEPLOYMENT PLAN:

West Luther @ FM 2818 (half time)

- Close left turn lane NB FM 2818
- Close SB u-turn lane FM 2818.

West Luther @ Penberthy

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

Penberthy @ Lot 63 driveway

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

FM 2818 @ Stotzer Parkway (half time)

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

FM 2818 @ Holleman South

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

Wellborn Rd. @ University (half time)

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

Wellborn Road

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

Holleman @ Wellborn

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

George Bush Drive

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

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

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

GENERAL NOTES
&
DEPLOYMENT PLAN

SHEET NO.
2A

DEPLOYMENT PLAN (Cont.)

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

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

George Bush @ FM 2818

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

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

George Bush @ Wellborn Rd.

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

REMOVAL PLAN

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

Crew #1

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

Crew #2&3

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

Crew #2

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

Crew #3

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

Crew #4

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

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

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

DEPLOYMENT PLAN (Cont.)
&
REMOVAL PLAN

SHEET NO.
2B

ITEM 502
BARRICADES, SIGNS, TRAFFIC HANDLING AND MOBILIZATION

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

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

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

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

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

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

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

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

SPECIFICATIONS

SHEET NO.
3



CITY OF COLLEGE STATION

Home of Texas A&M University®

Game Day Traffic Control

Wellborn Road and University Drive

Legend/Supply Totals

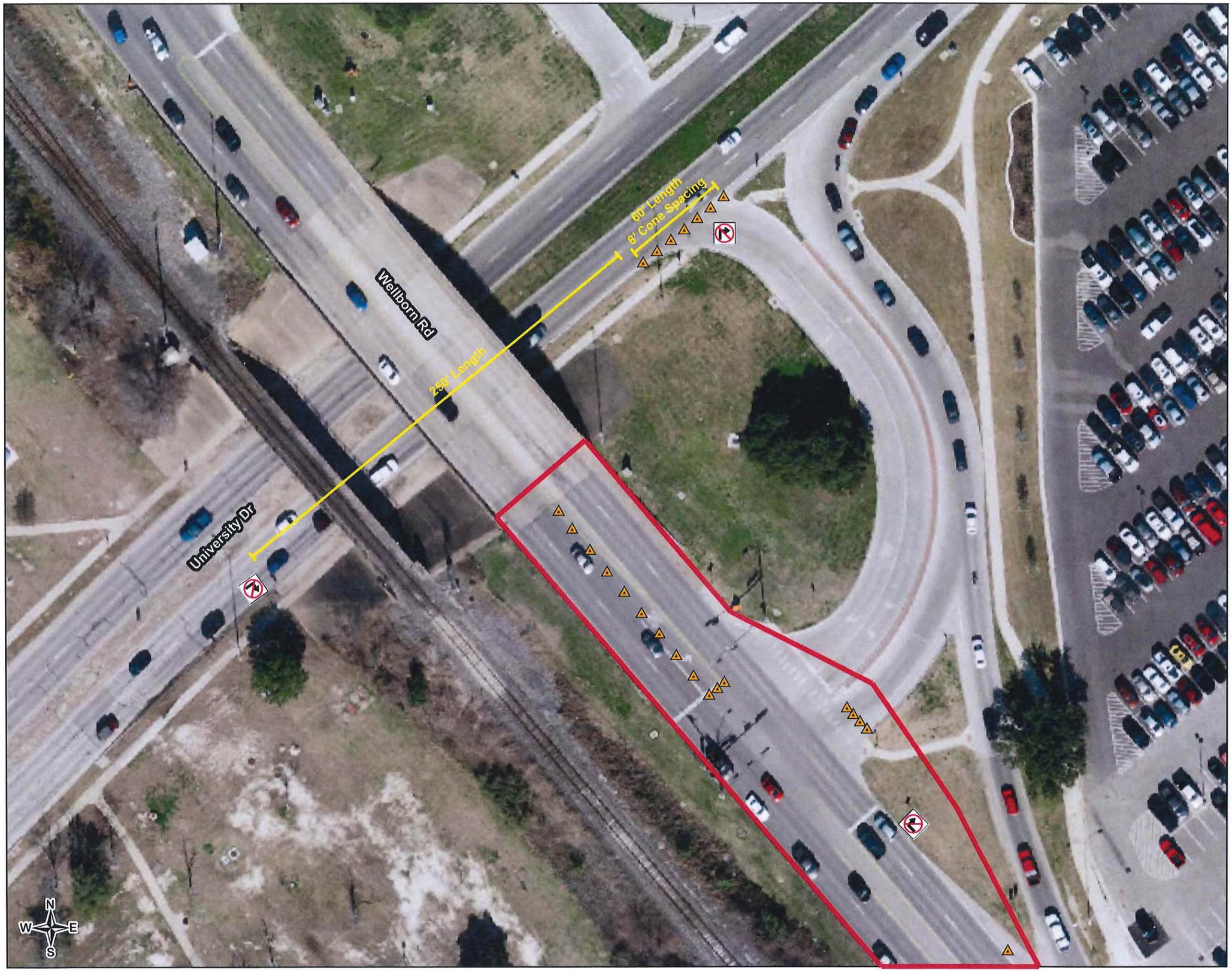
- 50 x Cones
- 2 x No Right Turn Sign w/ Temporary Support
- 1 x No Left Turn Sign

Sheet 4-A

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

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



CITY OF COLLEGE STATION

Home of Texas A&M University®

Game Day Traffic Control

Wellborn Road and University Drive

Legend/Supply Totals

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

Sheet 4-B

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

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

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

Modification 1: See Sheet 16

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED PROFESSIONAL ENGINEER

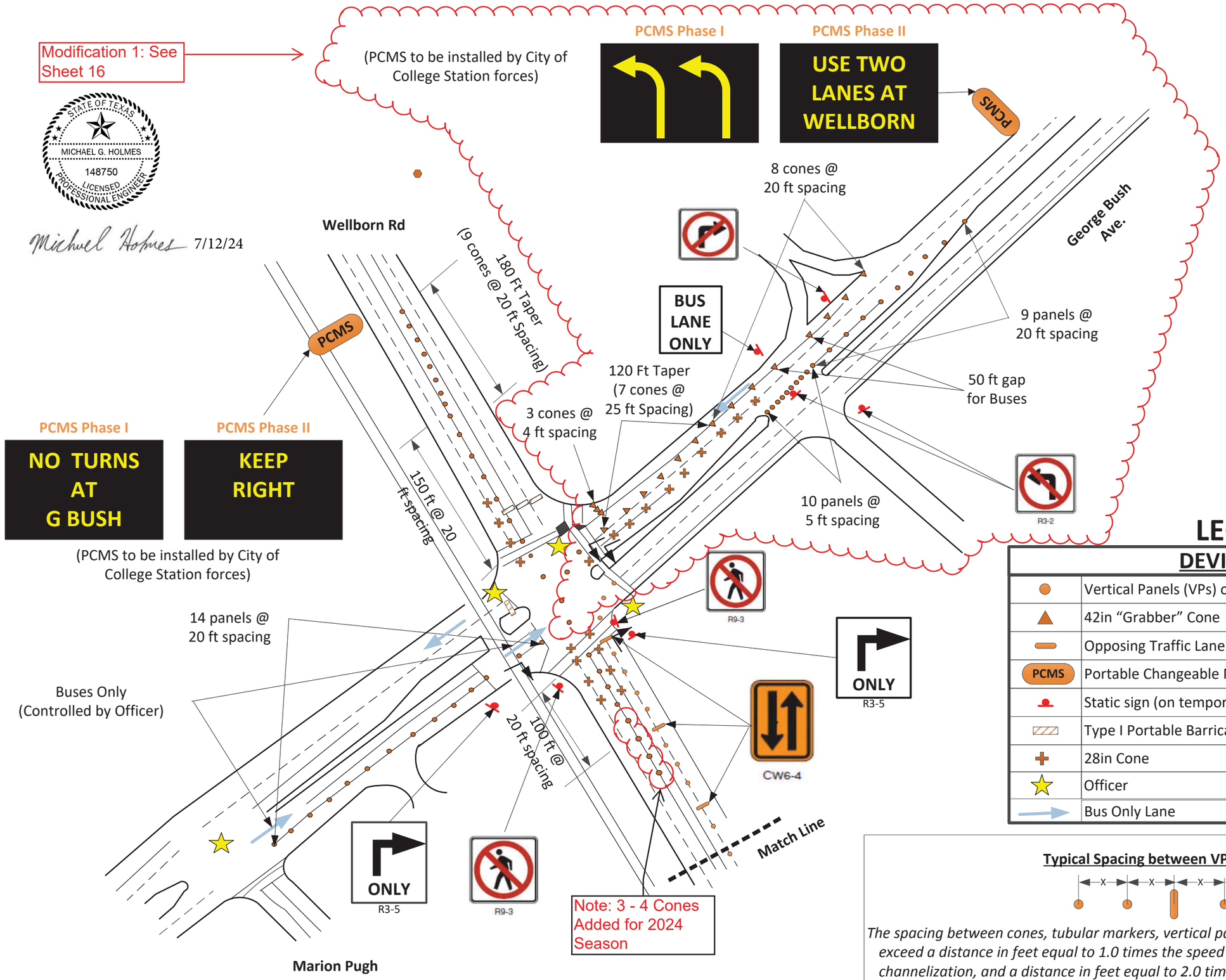
Michael Holmes 7/12/24

WELLBORN RD. At George Bush

N

APPROX. SCALE
50 ft

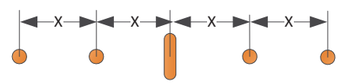
SHEET 5



LEGEND

DEVICE		QNTY
●	Vertical Panels (VPs) or 42in "Grabber" Cone	65
▲	42in "Grabber" Cone	20
▬	Opposing Traffic Lane Dividers (OTLDs)	4
PCMS	Portable Changeable Message Signs (PCMS)	2
●	Static sign (on temporary support)	8
▨	Type I Portable Barricade	4
+	28in Cone	22
★	Officer	4
→	Bus Only Lane	

Typical Spacing between VPs and OTLDs



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

WELLBORN RD.
At Fidelity

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

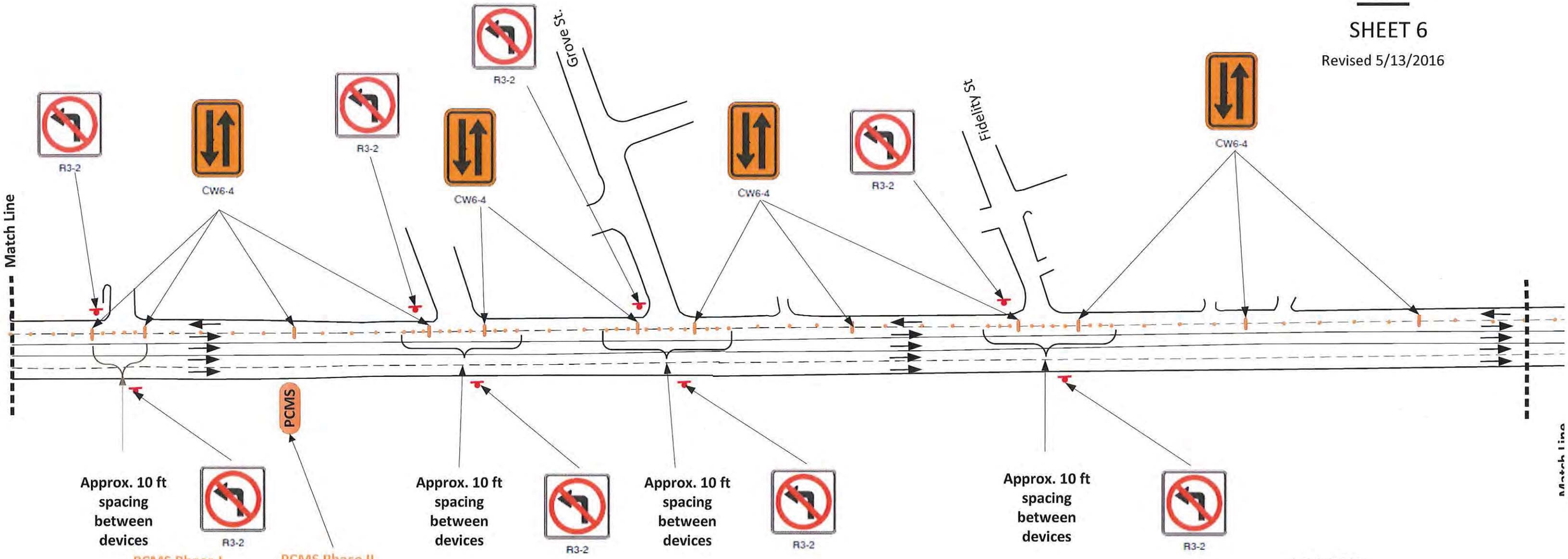
RANDELL J. SMITH, PE 8.22.2023

APPROX. SCALE

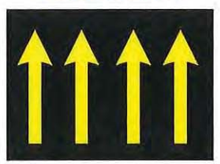
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SHEET 6

Revised 5/13/2016



PCMS Phase I

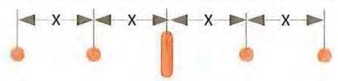


PCMS Phase II



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

Typical Spacing between VPs and OTLDs



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

LEGEND

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

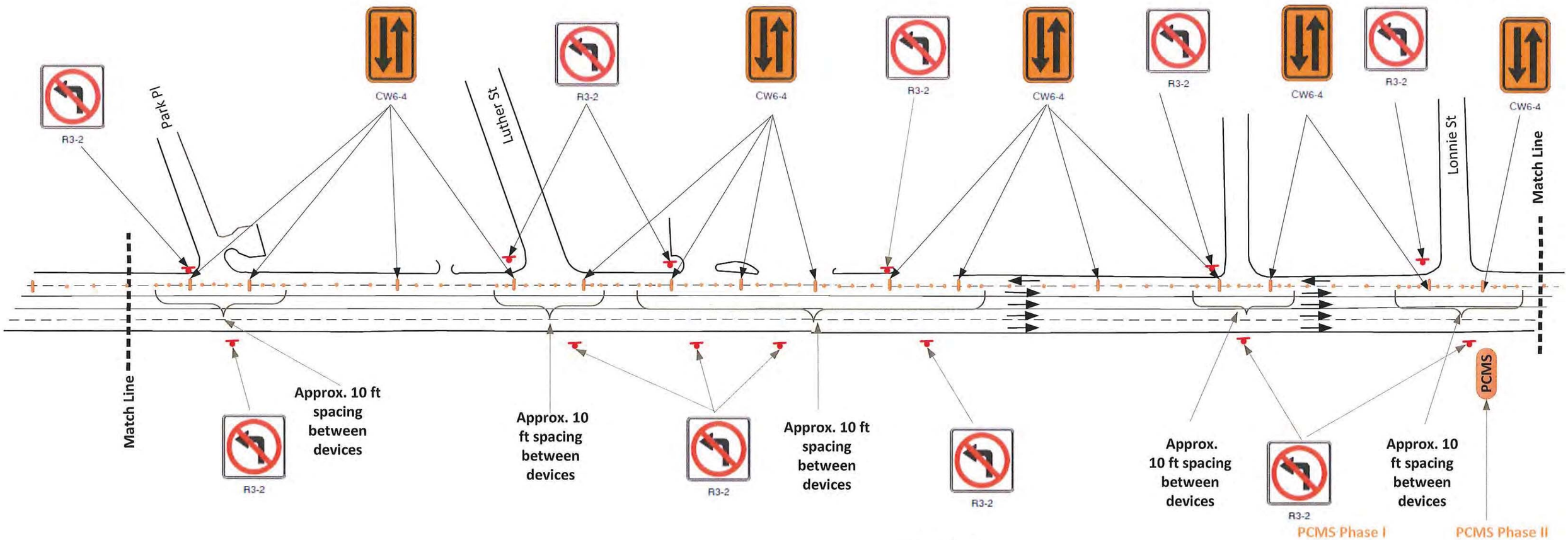
WELLBORN RD.
At Luther St.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

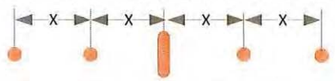
RANDELL J. SMITH, PE 8.22.2023

APPROX. SCALE
50 ft

SHEET 7
Revised 5/13/2016



Typical Spacing between VPs and OTLDs



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

LEGEND

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



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

WELLBORN RD.
At Holleman Dr.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

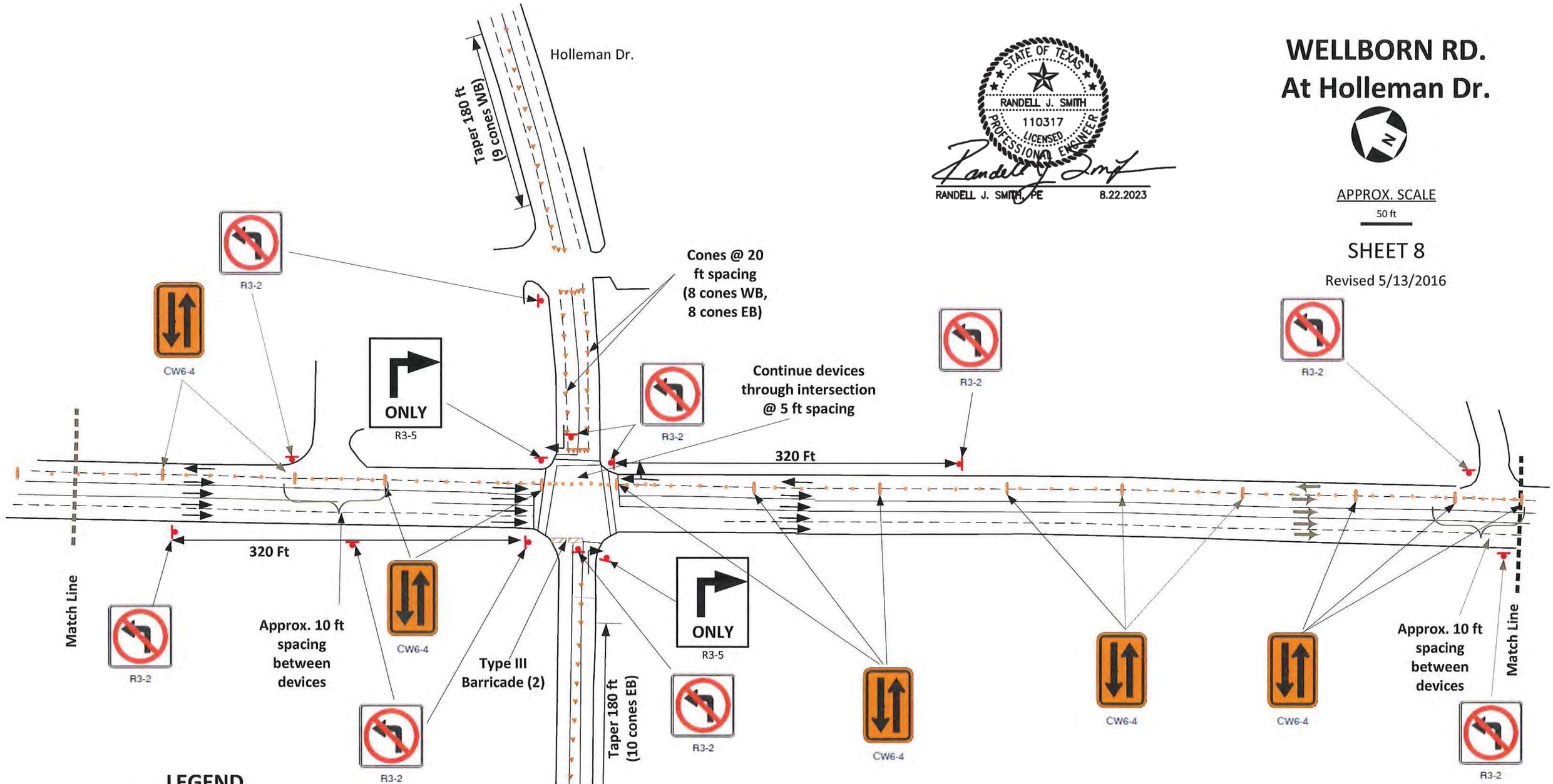
RANDELL J. SMITH, PE 8.22.2023

APPROX. SCALE

50 ft

SHEET 8

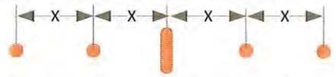
Revised 5/13/2016



LEGEND

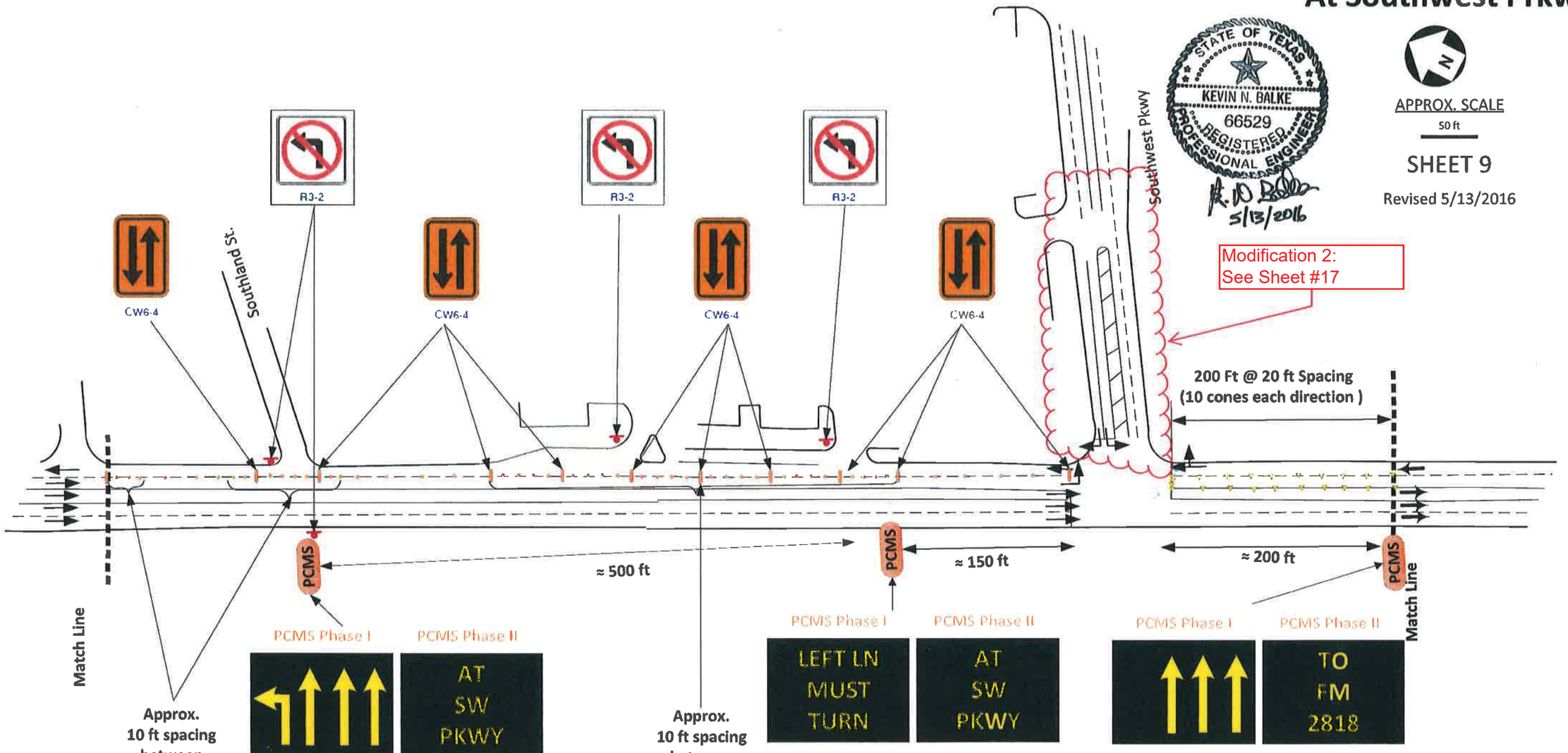
	DEVICE	QNTY
●	Vertical Panels (VPs) or 42in "Grabber" Cone	65
▲	42in "Grabber" Cone	53
▬	Opposing Traffic Lane Dividers (OTLDs)	13
PCMS	Portable Changeable Message Signs (PCMS)	-
	Static sign (on temporary support)	13
	Type III Portable Barricade	2

Typical Spacing between VPs and OTLDs



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

WELLBORN RD.
At Southwest Prkwy



Approx. 10 ft spacing between devices

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

Approx. 10 ft spacing between devices

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

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

STATE OF TEXAS
KEVIN N. BALKE
66529
REGISTERED PROFESSIONAL ENGINEER
5/13/2016

APPROX. SCALE
50 ft

SHEET 9

Revised 5/13/2016

Typical Spacing between VPs and OTLDs



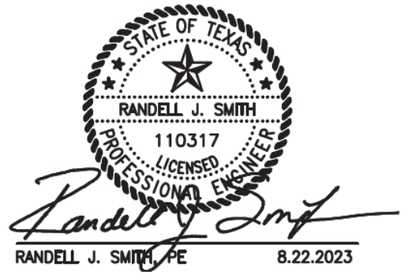
The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization

STATE OF TEXAS
TOMAS E. LINDHEIMER
136566
LICENSED PROFESSIONAL ENGINEER
7/1/2021

For Modification 2 Only

LEGEND

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



RANDELL J. SMITH, PE 8.22.2023

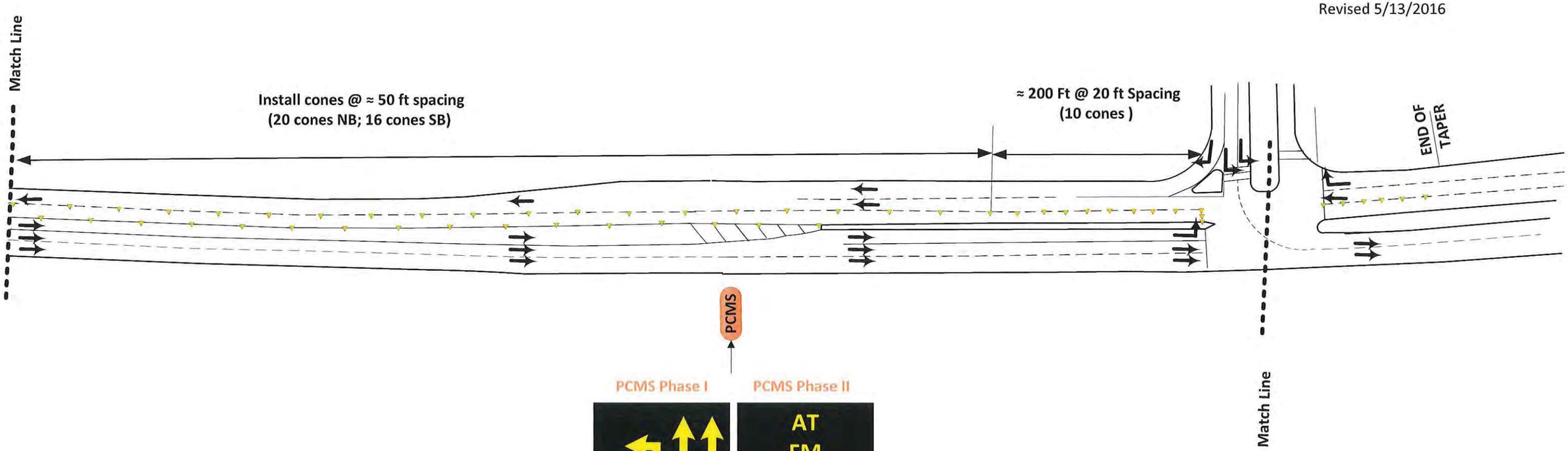
WELLBORN RD.
North of FM 2818

APPROX. SCALE

50 ft

SHEET 10

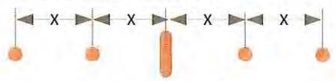
Revised 5/13/2016





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

Typical Spacing between VPs and OTLDs



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

LEGEND

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

WELLBORN RD.
South of FM 2818

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

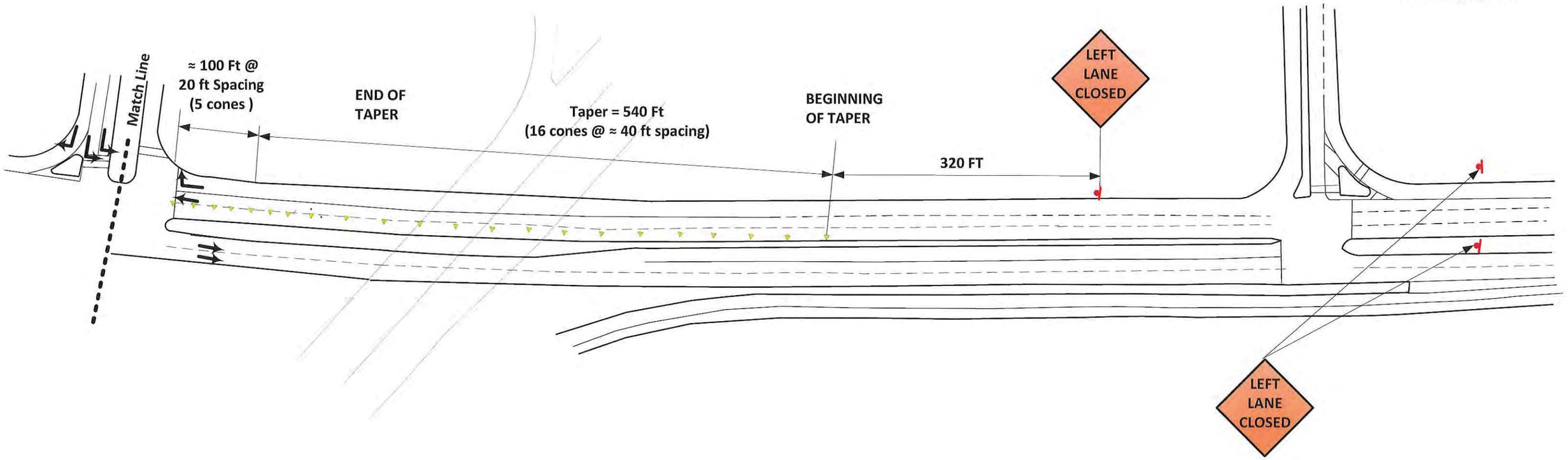
RANDELL J. SMITH, PE 8.22.2023

APPROX. SCALE

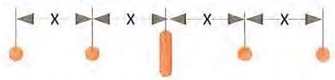
50 ft

SHEET 11

Revised 5/13/2016



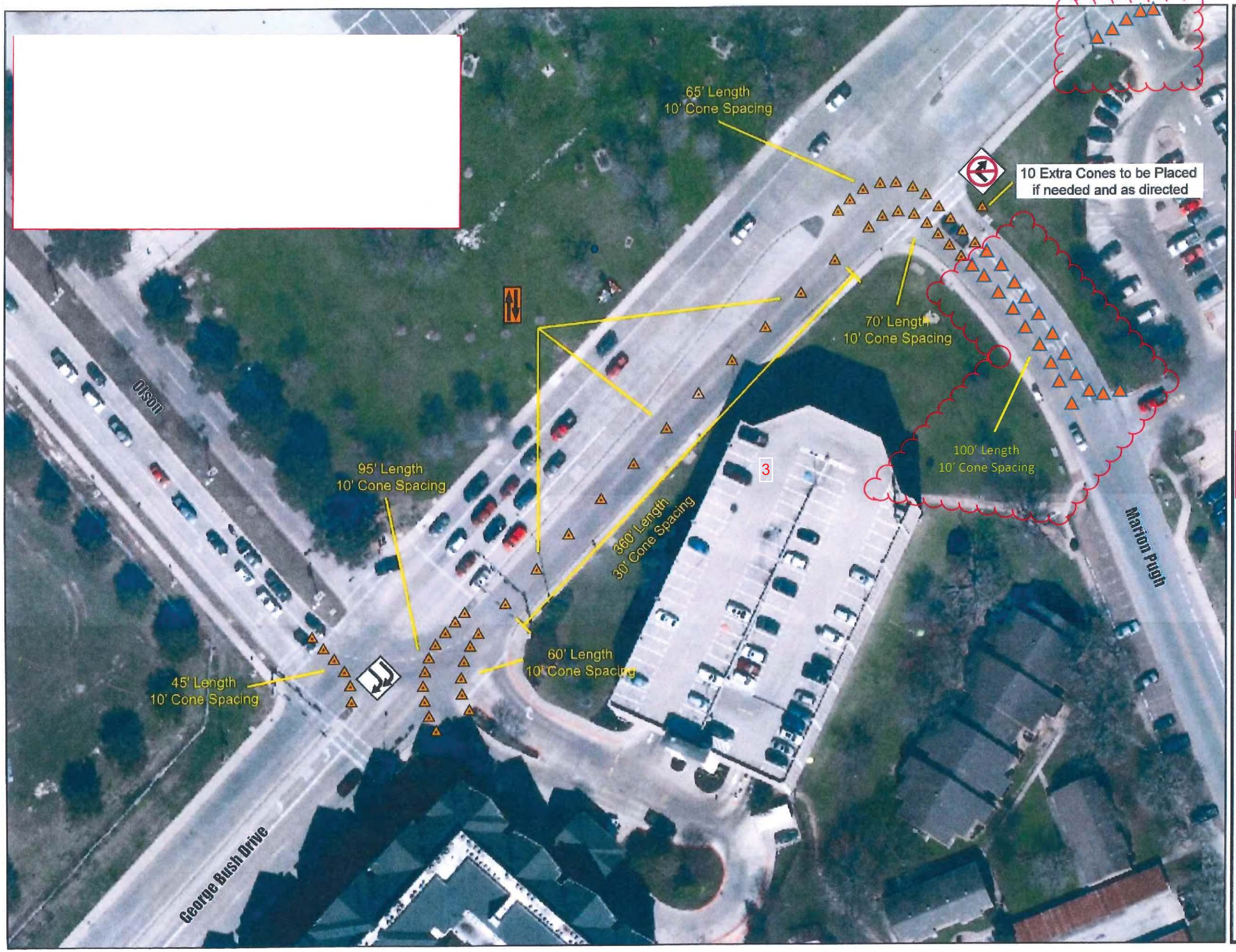
Typical Spacing between VPs and OTLDs



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

LEGEND

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



City of College Station

Home of Texas A&M University®

Game Day Traffic Control

George Bush Drive, Olson & Marion Pugh

Legend/Supply Totals

- 63 x Cones
- 1 x Opposite Traffic Lane Dividers
- 1 x Double Right Turn w/ Support

Sheet 12

- 1 x No Right Turn w/ support

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

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



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

Game Day Traffic Control
George Bush Drive
And Penberthy Drive

Legend/Supply Totals

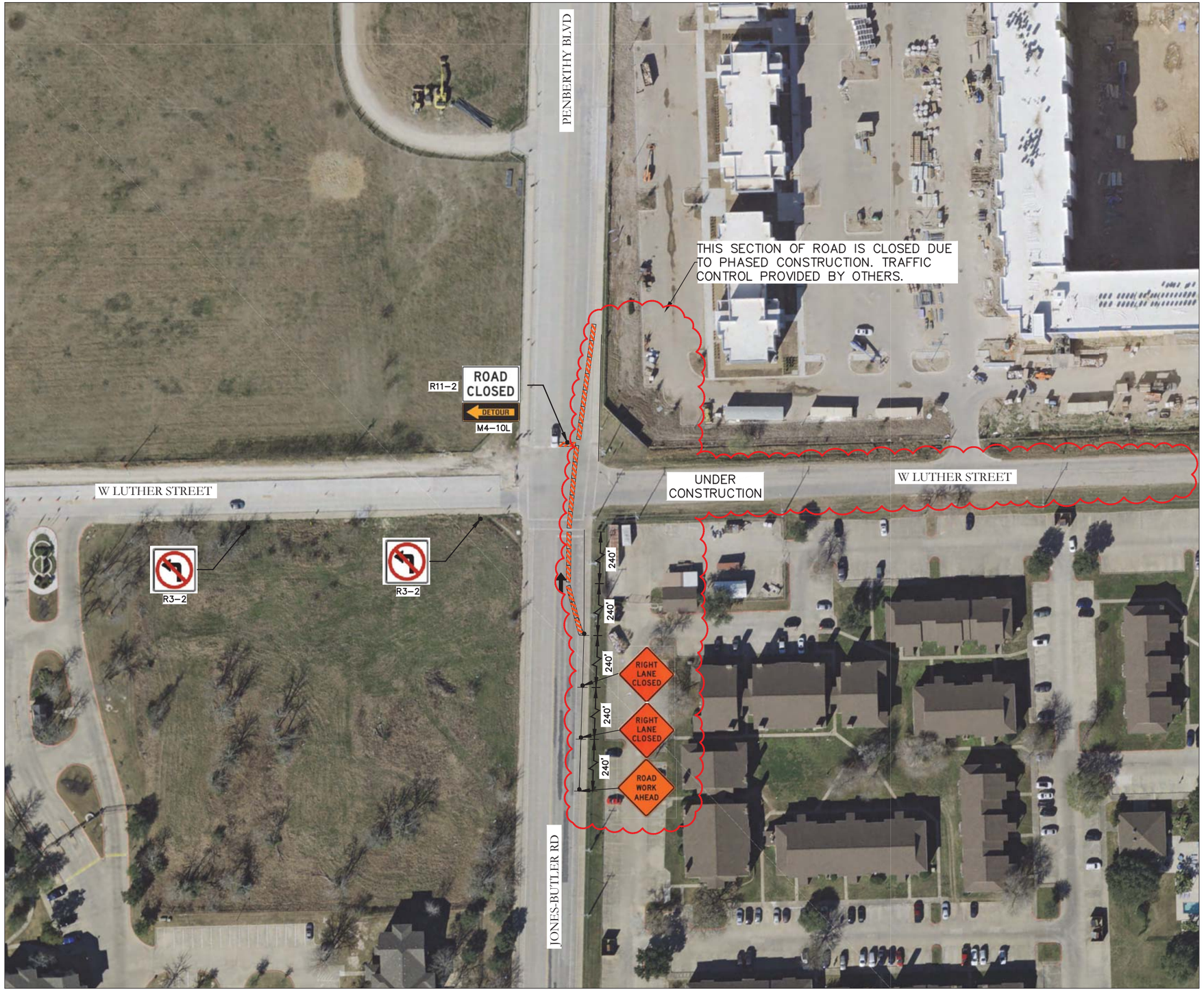
- **36 x Grabber Cones**
- **29 x Cones**
- **2 x No Left Turn Sign w/ Temporary Support**
- **13 x Type 3 Barricades**

Sheet 13

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

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



LEGEND:

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

2 X R3–2

1 X ROAD CLOSED R11–2

1 X DETOUR M4–10L

NOTES:

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

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED
PROFESSIONAL ENGINEER

Michael Holmes 5/24/24

CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - JUNE 2024 EVENTS
TRAFFIC CONTROL PLAN

LUTHER STREET &
PENBERTHY BLVD

SHEET NO.
14



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

Game Day Traffic Control
George Bush Drive
And Barbara Bush Drive

Legend/Supply Totals

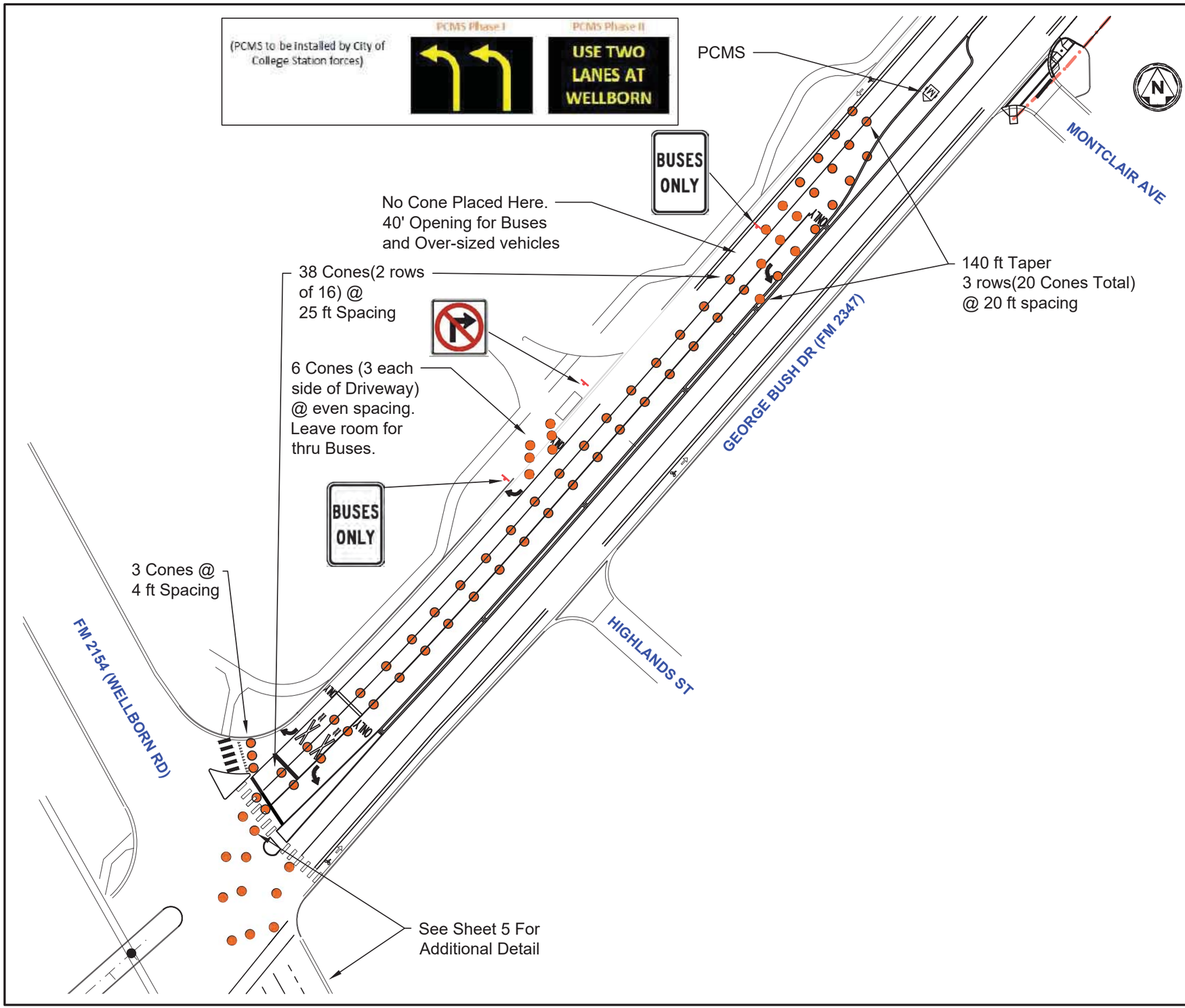
- **36 x Grabber Cones**
- **8 x Cones**
- **1 x No Left Turn Sign w/ Temporary Support**
- **1 x Type 3 Barricade**

Sheet 15

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

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



LEGEND:

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

1 X R3–1

2 X BUSES ONLY R3–11

NOTES:

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

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

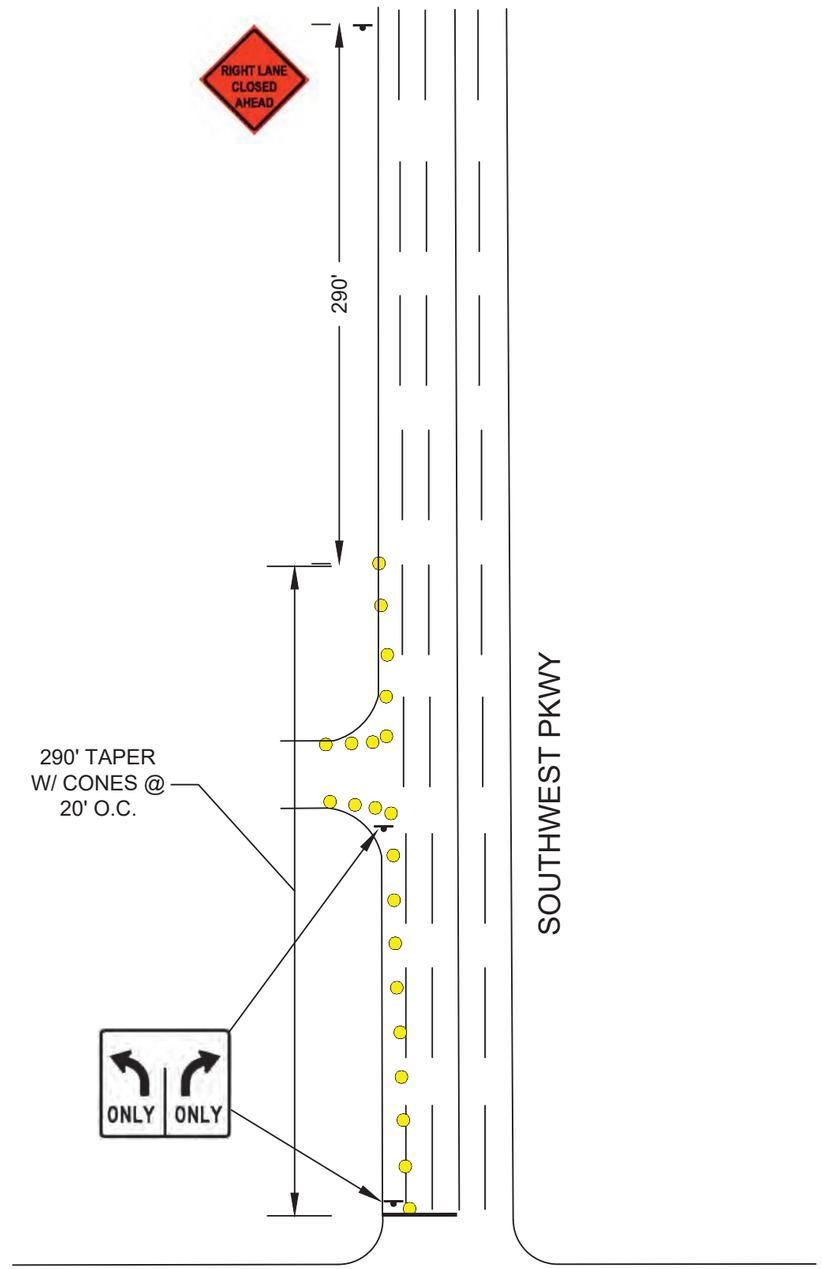
RANDELL J. SMITH, PE 8.22.2023

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

SCALE: NOT TO SCALE

WELLBORN ROAD AT
GEORGE BUSH DR
MODIFICATION

SHEET NO.
16



LEGEND:

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

1 X CW-20

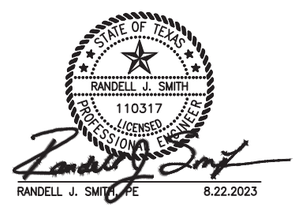


2 X R3-8



NOTES:

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



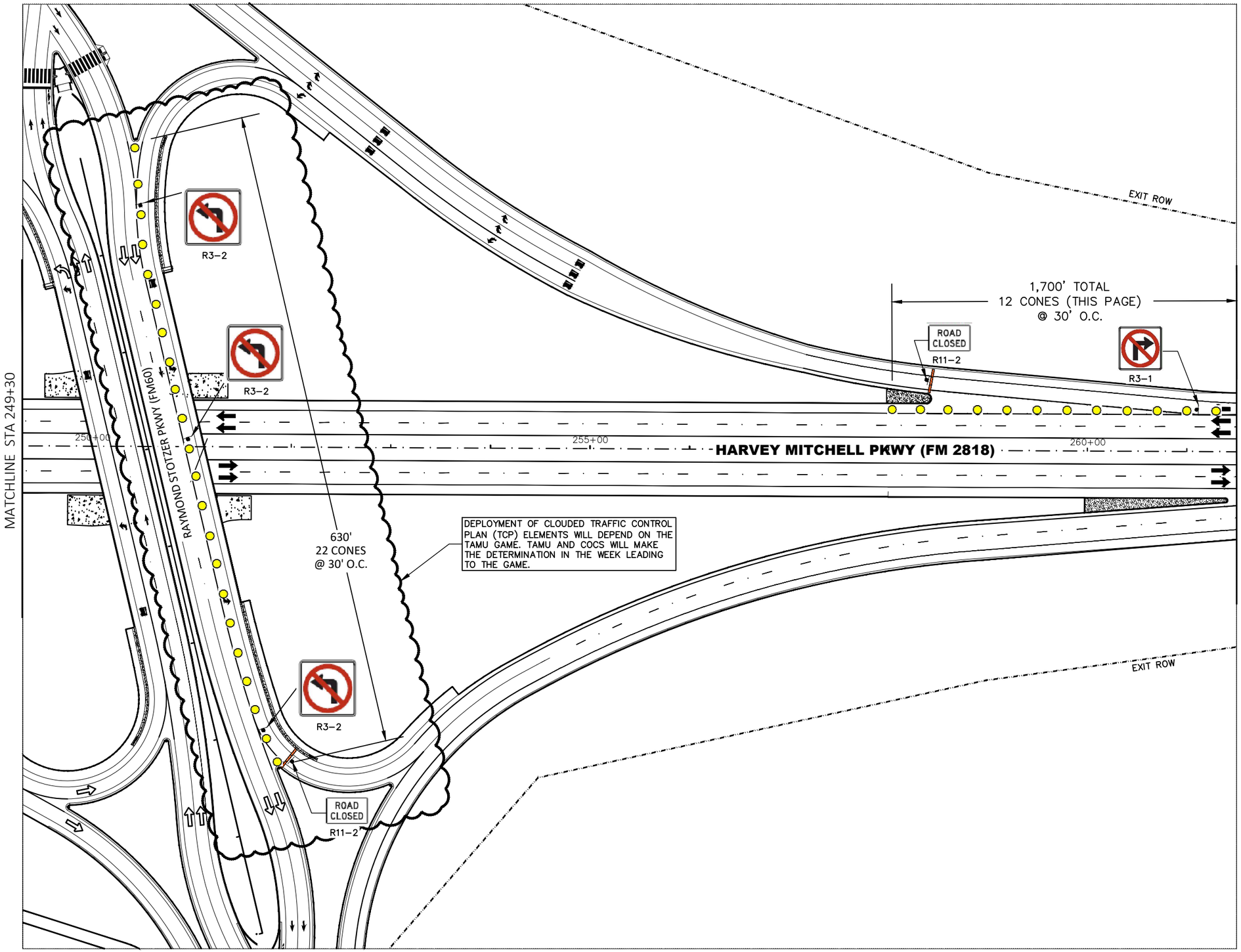
RANDELL J. SMITH, PE 8.22.2023

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

SCALE: NOT TO SCALE

WELLBORN RD AT
SOUTHWEST PARKWAY
MODIFICATION

SHEET NO.
17



LEGEND:

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

NOTES:

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

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED PROFESSIONAL ENGINEER

Michael Holmes 7/12/24

CITY OF COLLEGE STATION
Home of Texas A&M University

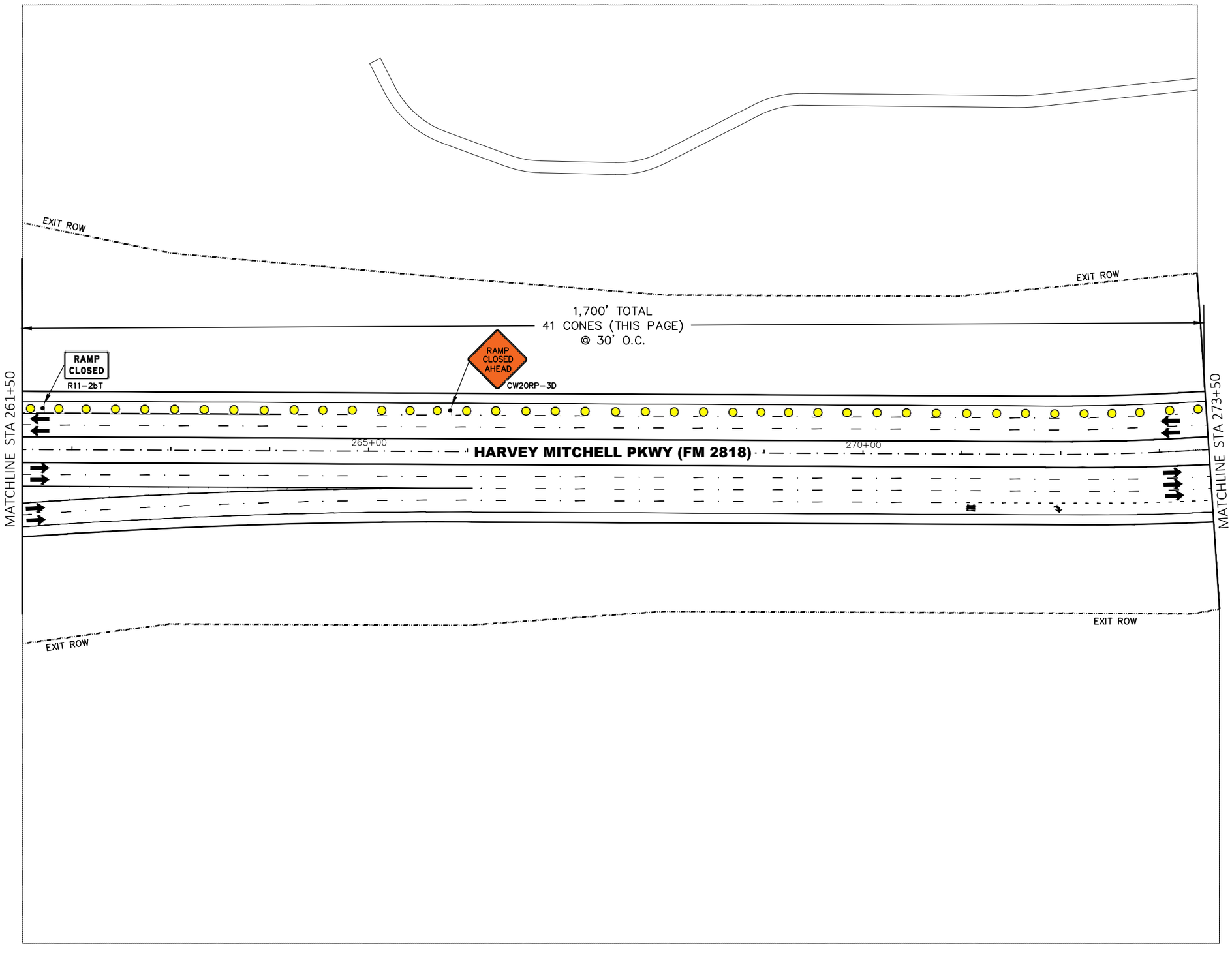
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KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

RAYMOND STOTZER PKWY & FM 2818

TO STA 261+50

SHEET NO.
18



LEGEND:

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

NOTES:

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

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED
PROFESSIONAL ENGINEER

Michael Holmes 7/12/24

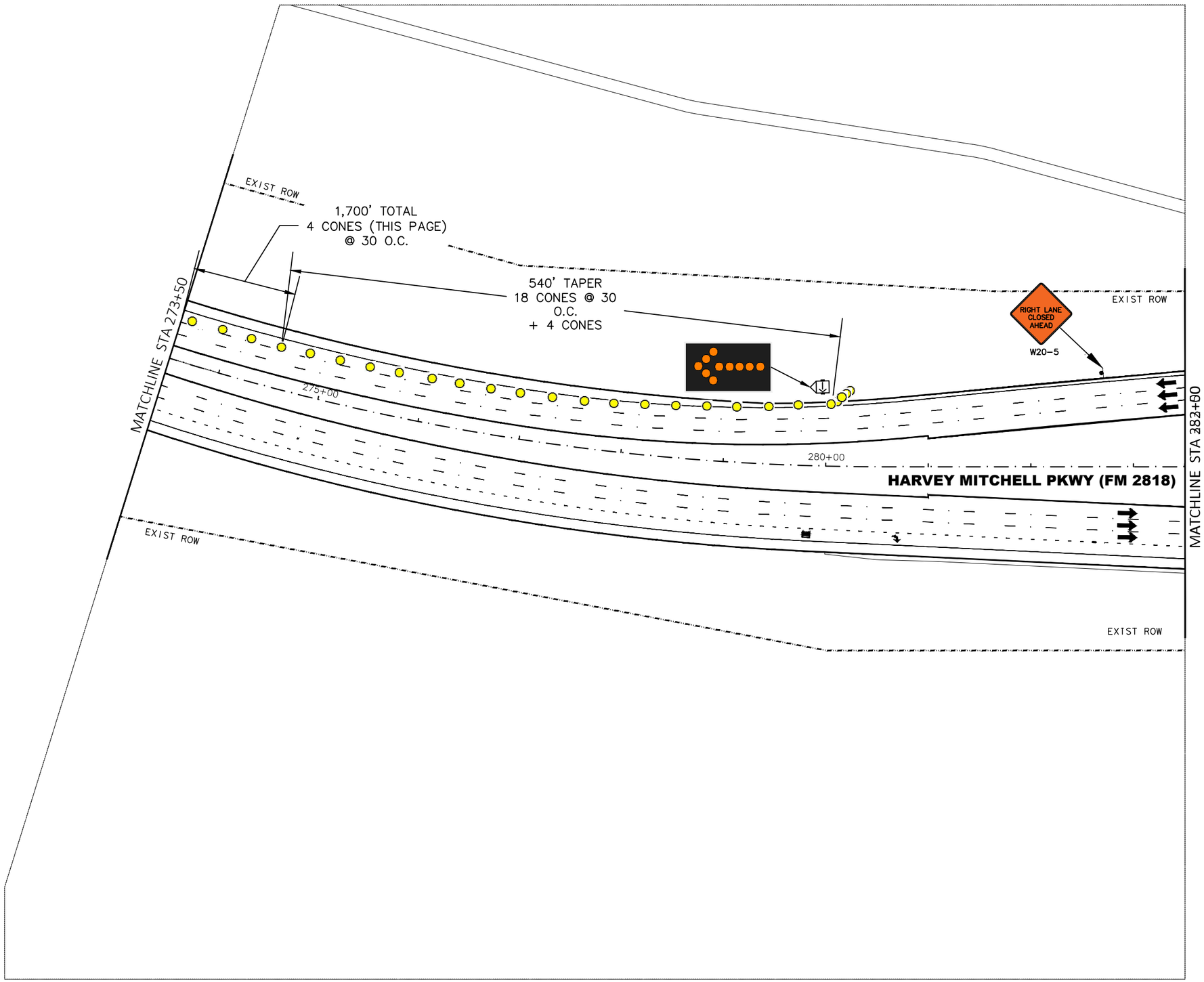
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 261+50 TO STA 273+50

SHEET NO.
19



LEGEND:

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

1 X RIGHT LANE CLOSED AHEAD W20-5

NOTES:

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

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED
PROFESSIONAL ENGINEER

Michael Holmes 7/12/24

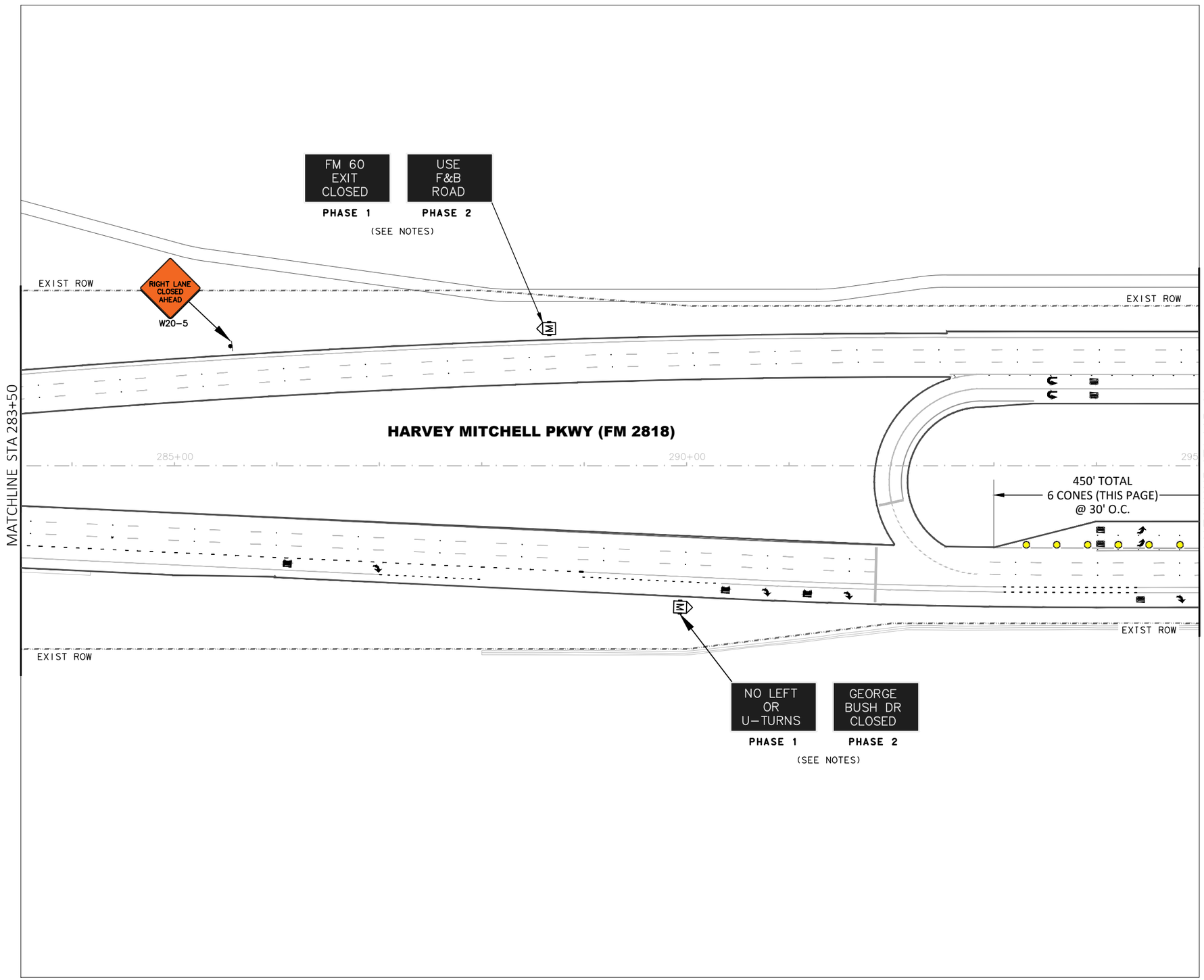
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 273+50 TO STA 283+50

SHEET NO.
20



LEGEND:

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

1 X RIGHT LANE CLOSED AHEAD W20-5

NOTES:

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

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED
PROFESSIONAL ENGINEER

Michael Holmes 7/12/24

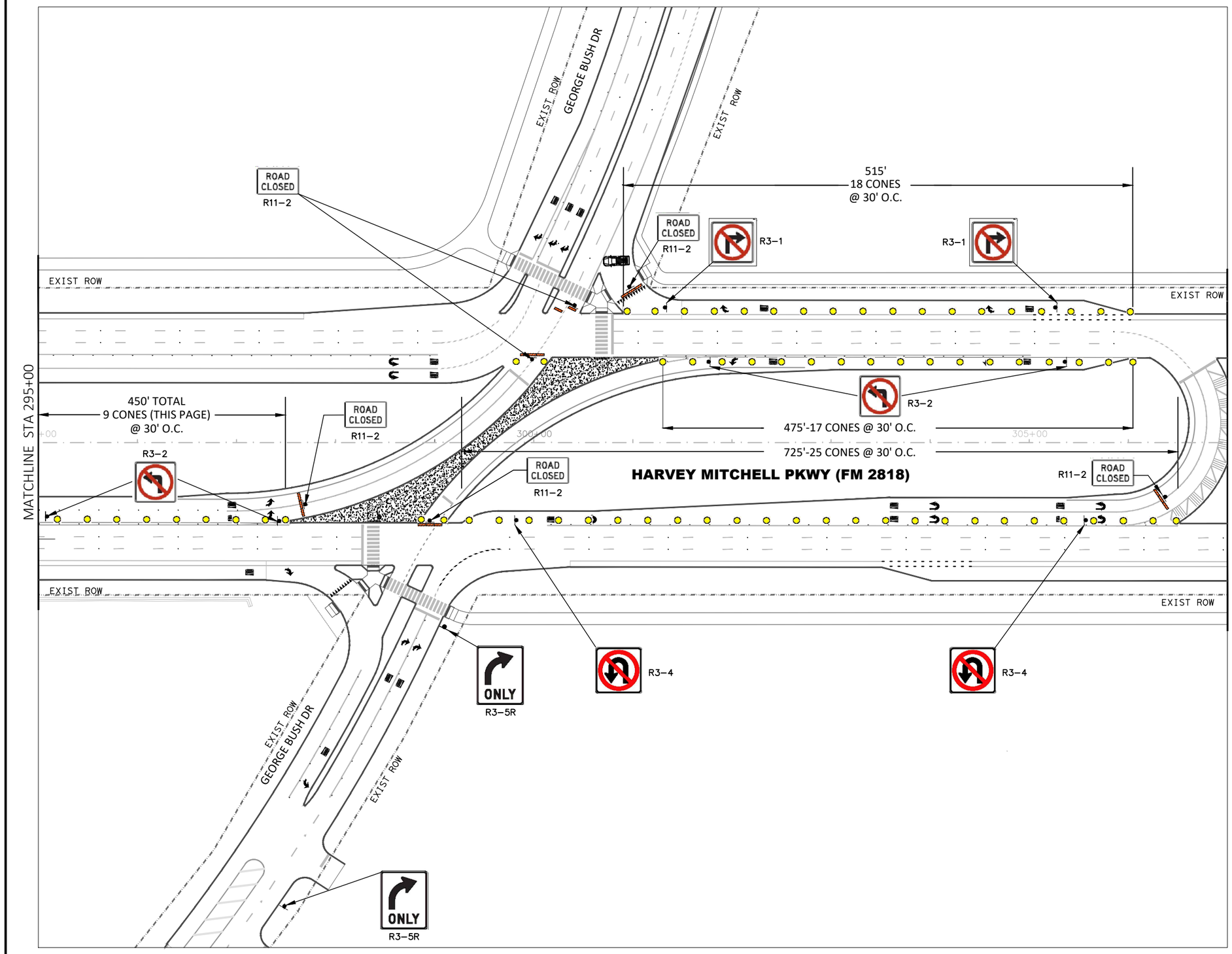
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 283+50 TO STA 295+00

SHEET NO.
21



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 73 X — 42" GRABBER CONE
- 17 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X — OFFICER
- 1 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 2 x — R3-1
- 4 x — R3-2
- 6 x — ROAD CLOSED — R11-2
- 2 x — ONLY — R3-5R
- 2 x — R3-4

NOTES:

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

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED PROFESSIONAL ENGINEER

Michael Holmes 7/15/24

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

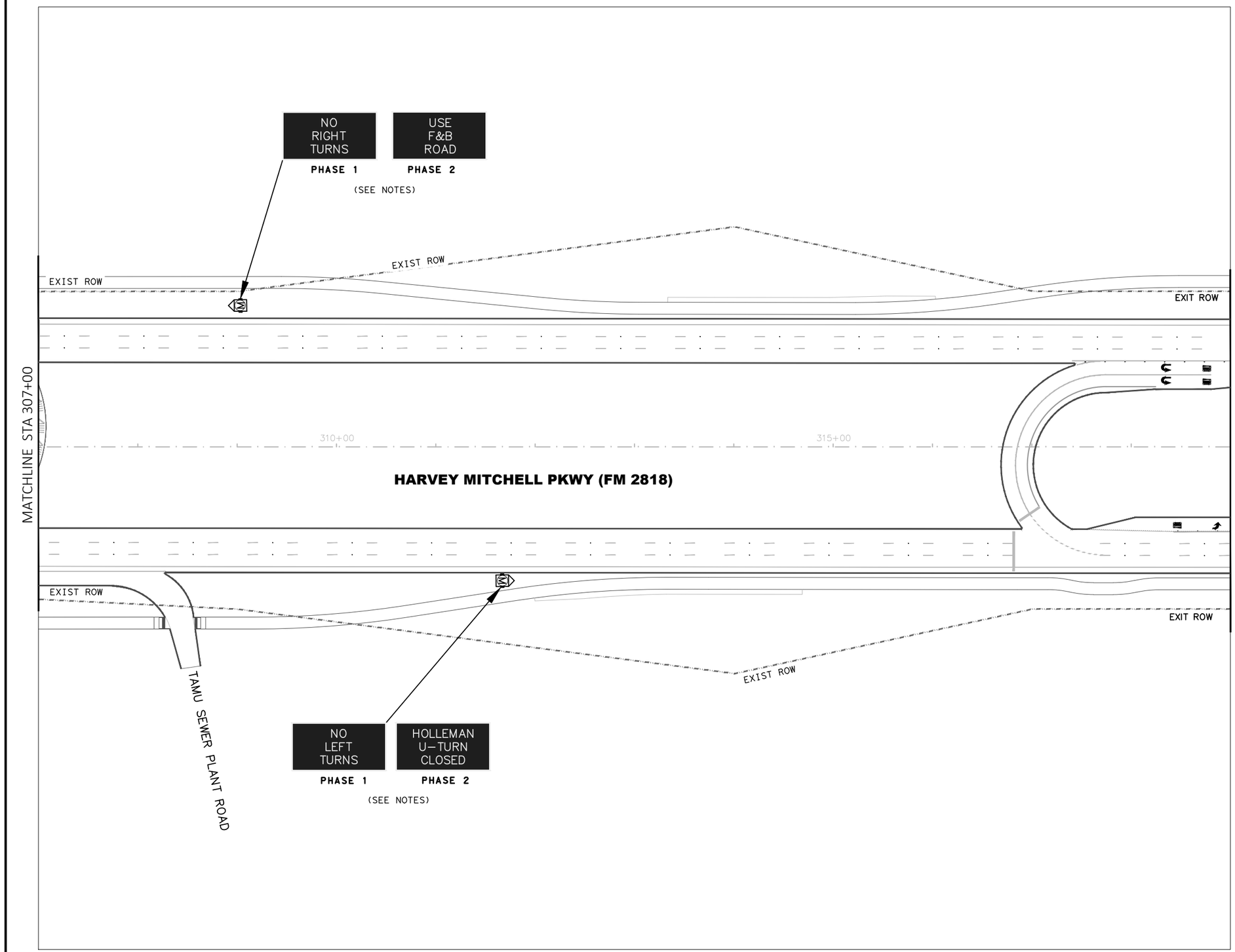
0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 295+00 TO STA 307+00

(GEORGE BUSH DR & FM 2818)

SHEET NO.
22



LEGEND:

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

NOTES:

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

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED PROFESSIONAL ENGINEER

Michael Holmes 7/12/24

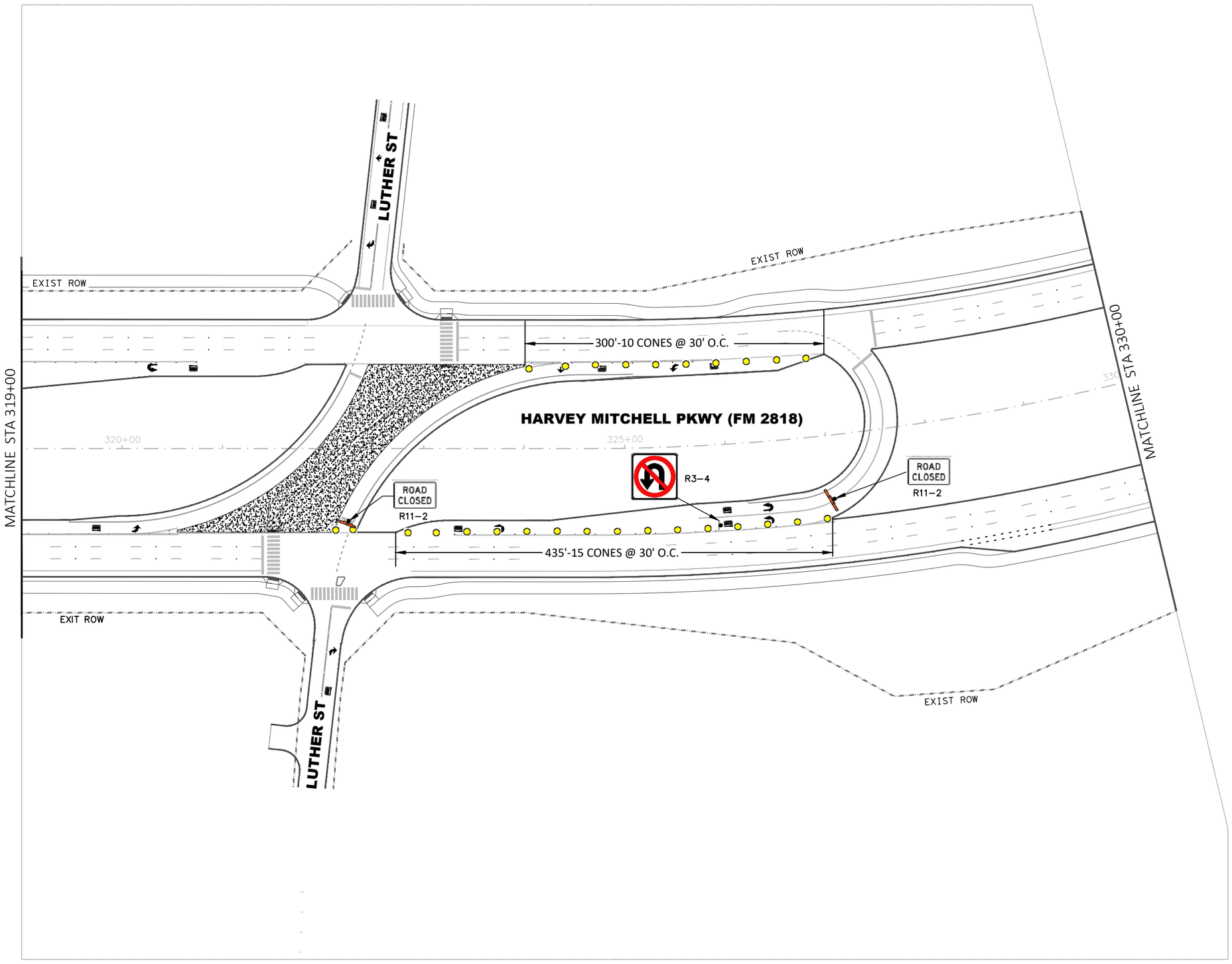
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 307+00 TO STA 319+00

SHEET NO.
23



LEGEND:

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

NOTES:

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

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED PROFESSIONAL ENGINEER

Michael Holmes 7/12/24

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

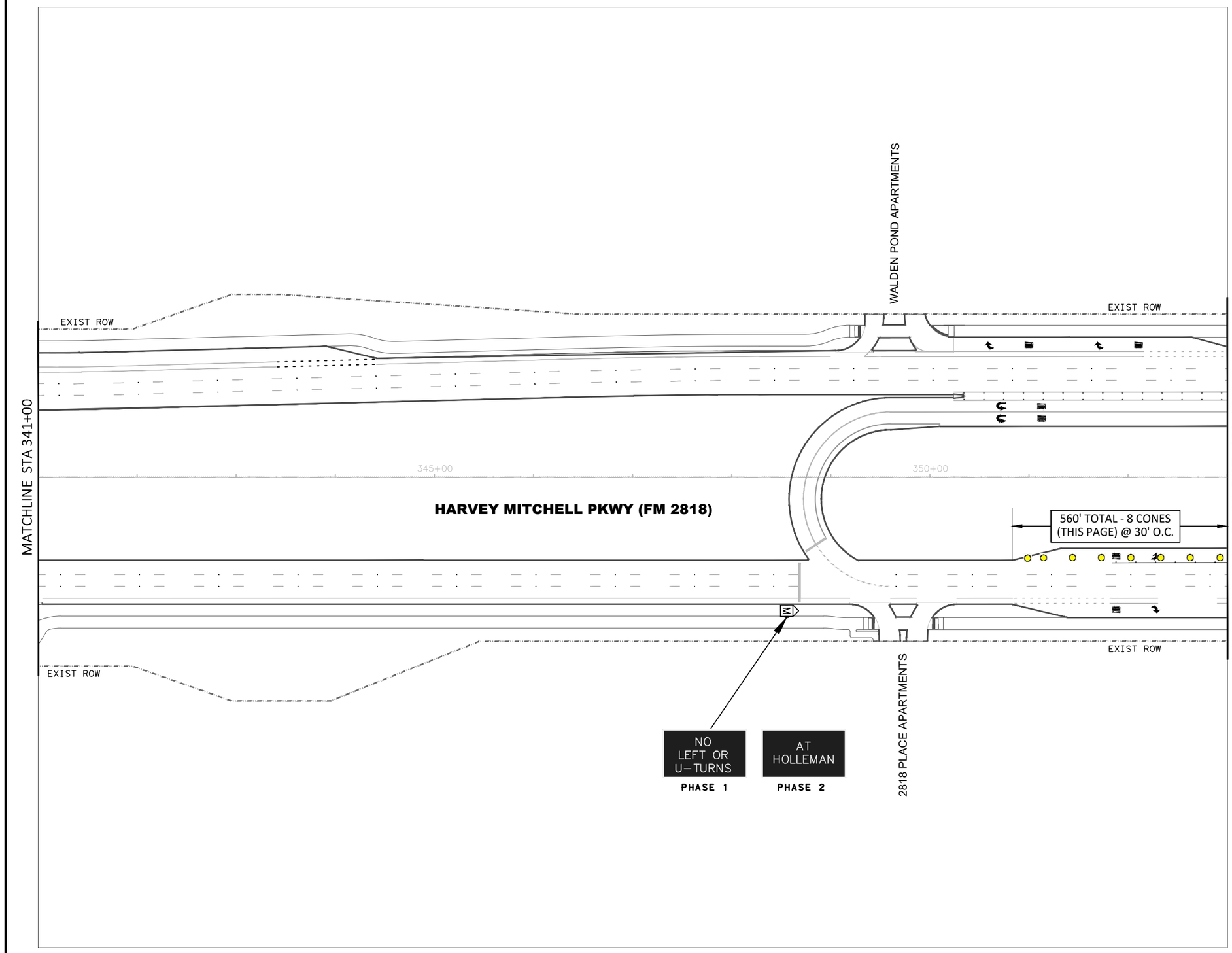
0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 319+00 TO STA 330+00

(LUTHER ST & FM 2818)

SHEET NO.
24



LEGEND:

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

NOTES:

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

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED
PROFESSIONAL ENGINEER

Michael Holmes 7/12/24

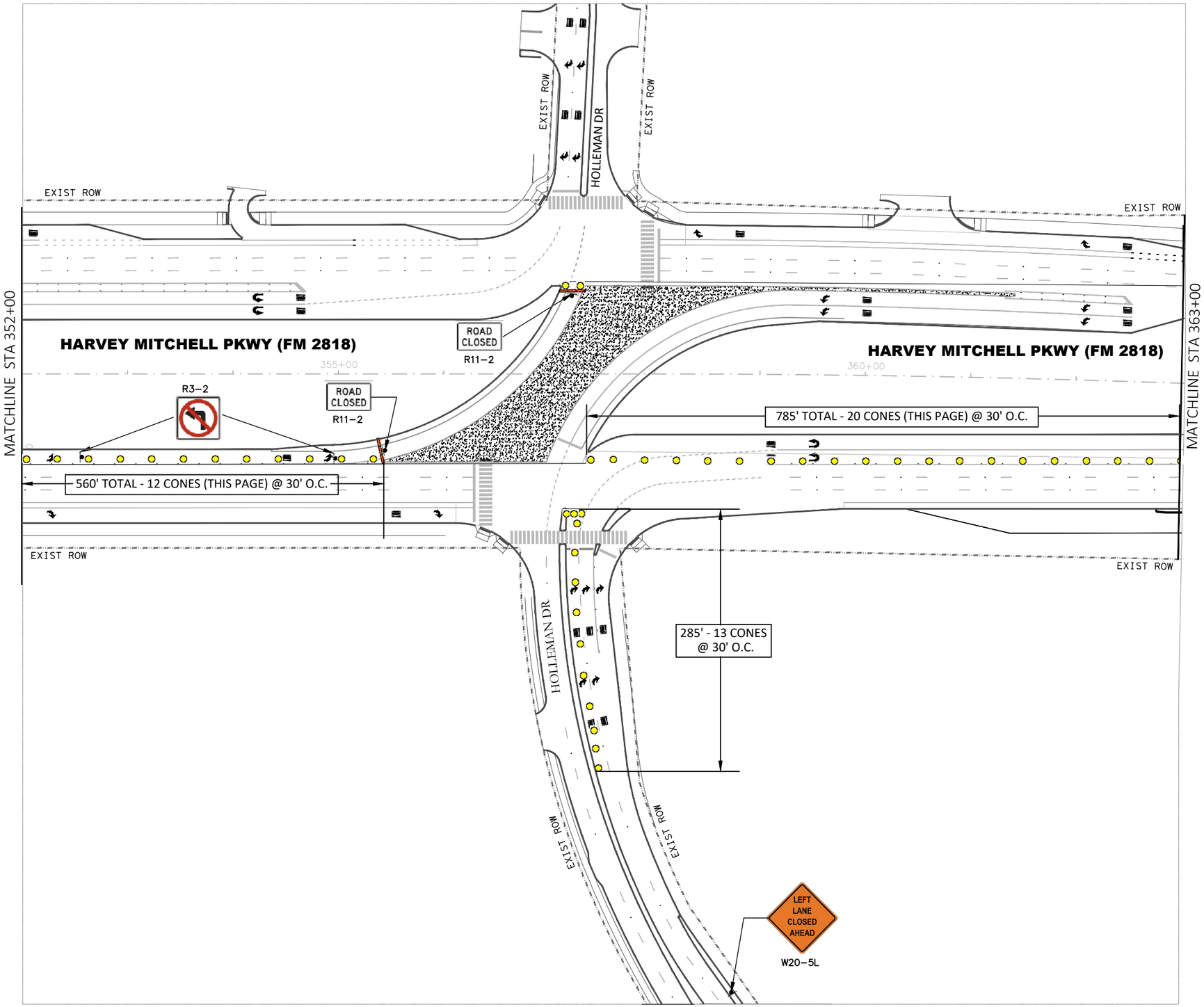
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 341+00 TO STA 352+00

SHEET NO.
25



LEGEND:

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

NOTES:

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

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED PROFESSIONAL ENGINEER

Michael Holmes 7/15/24

CITY OF COLLEGE STATION
Home of Texas A&M University

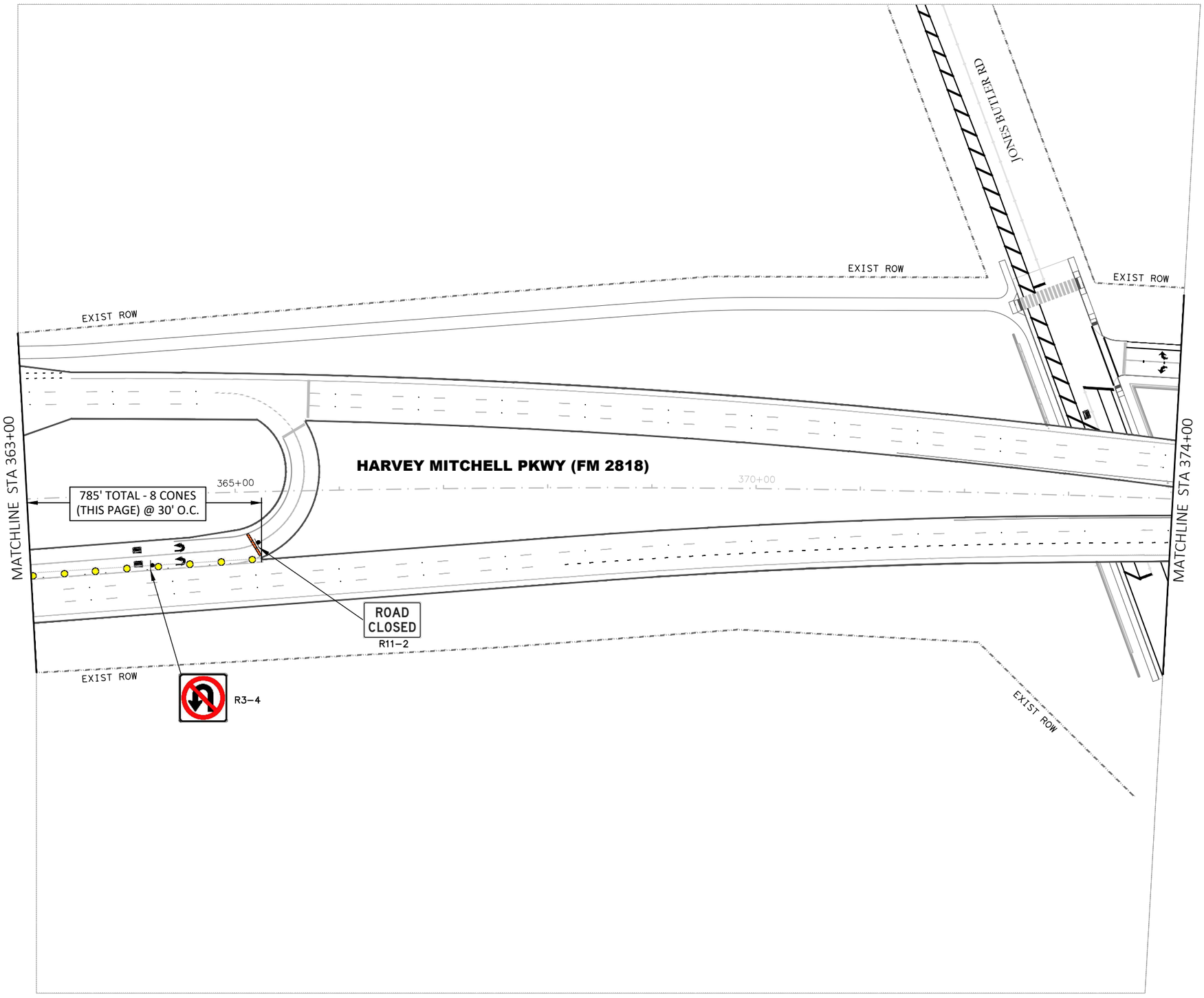
0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

STA 352+00 TO STA 363+00

(HOLLEMAN DR & FM 2818)

SHEET NO.
26



LEGEND:

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

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
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3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED
PROFESSIONAL ENGINEER

Michael Holmes 7/12/24

CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

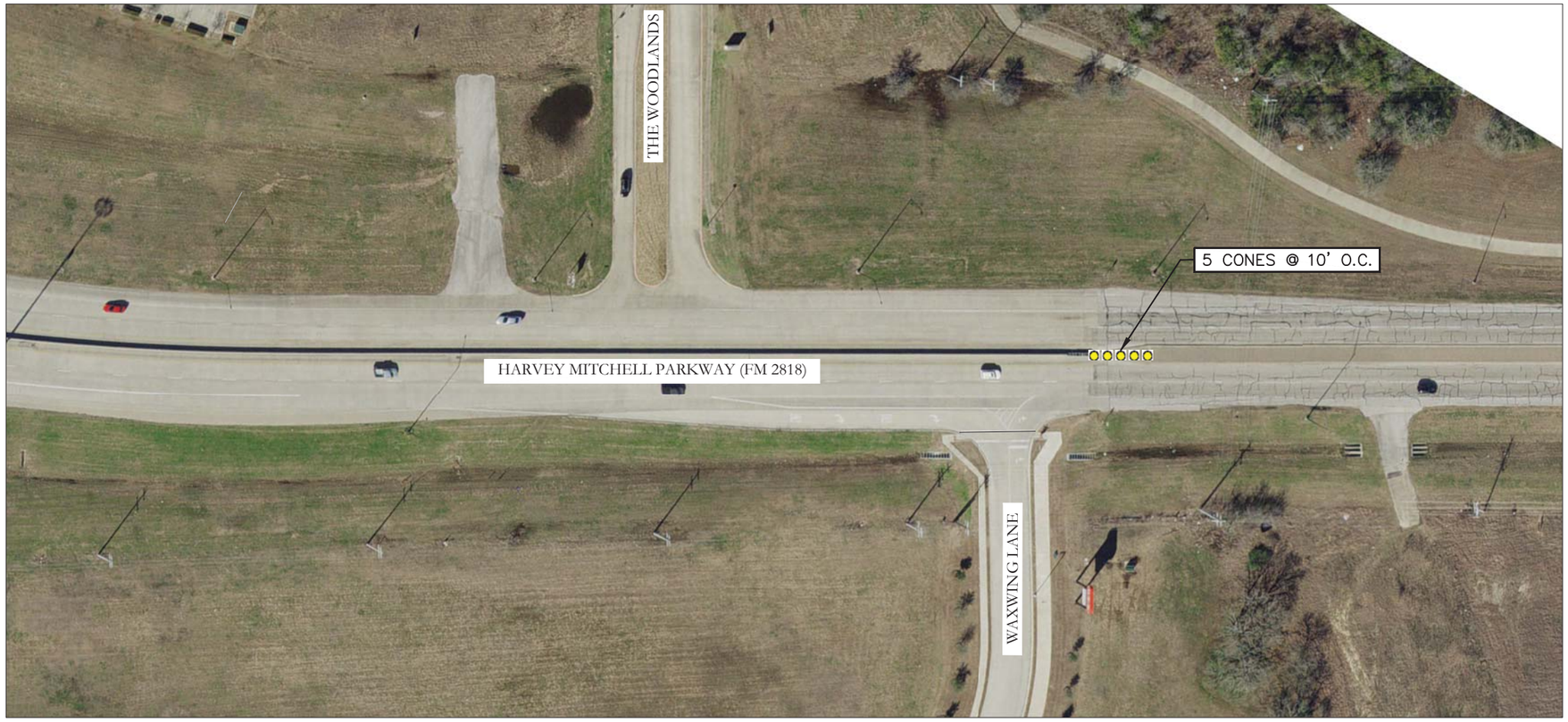
STA 363+00 TO STA 374+00

(JONES BUTLER RD & FM 2818)

SHEET NO.
27

LEGEND:

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



(TO HEB)

NOTES:

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

STATE OF TEXAS
MICHAEL G. HOLMES
148750
LICENSED
PROFESSIONAL ENGINEER

Michael Holmes 5/24/24

CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - JUNE 2024 EVENTS
TRAFFIC CONTROL PLAN

FM 2818 & WAXWING LANE
@ HEB ENTRANCE

SHEET NO.
28



MESSAGE BOARD LOCATION
-NTS-

NOTES:

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

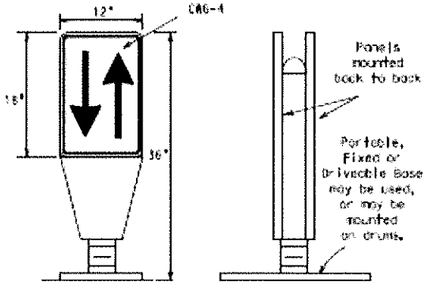
CITY OF COLLEGE STATION
Home of Texas A&M University

Not To Scale

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

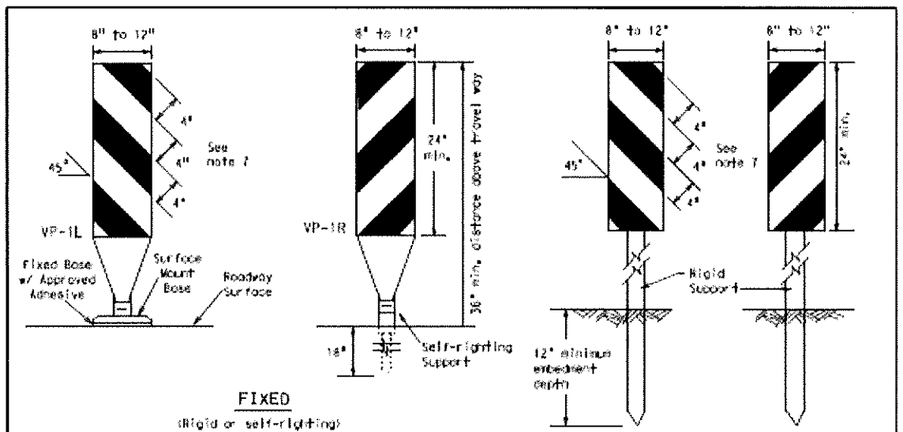
MESSAGE BOARDS
&
ITINERARY

SHEET NO.
29



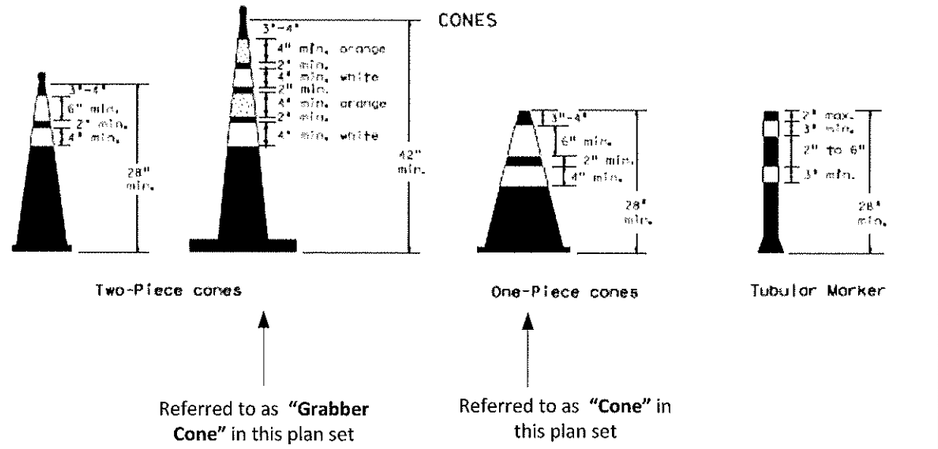
1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used as temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The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

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



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

VERTICAL PANELS (VPs)



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

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

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

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

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

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DATE:
FILE:

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

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

WORKER SAFETY APPAREL NOTES:

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

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

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

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

Texas Department of Transportation | Traffic Operations Division Standard

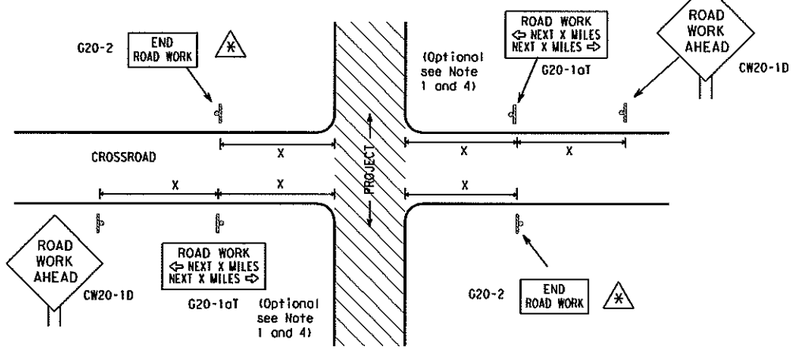
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-03 5-10	DIST	COUNTY		SHEET NO.
9-07 7-13				

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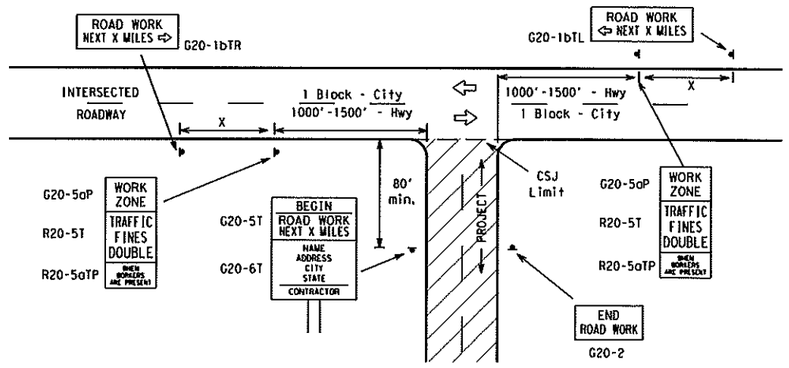
TYPICAL LOCATION OF CROSSROAD SIGNS



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

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

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

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

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

SIZE

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

SPACING

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

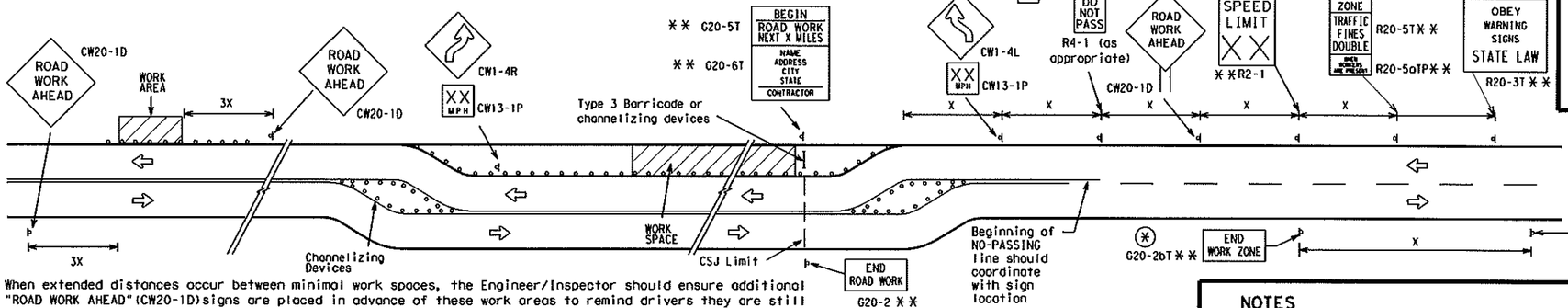
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

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

GENERAL NOTES

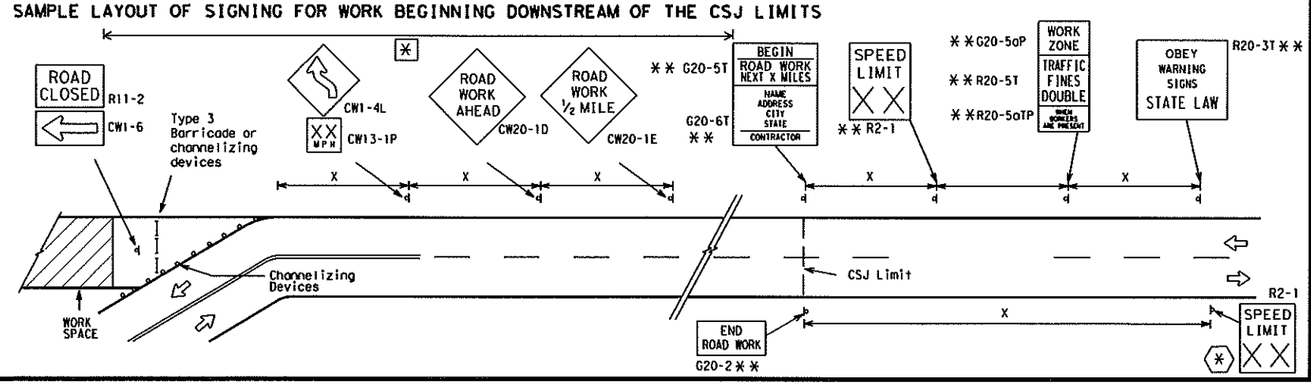
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may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

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



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

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



NOTES

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

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

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

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

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

LEGEND

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

SHEET 2 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

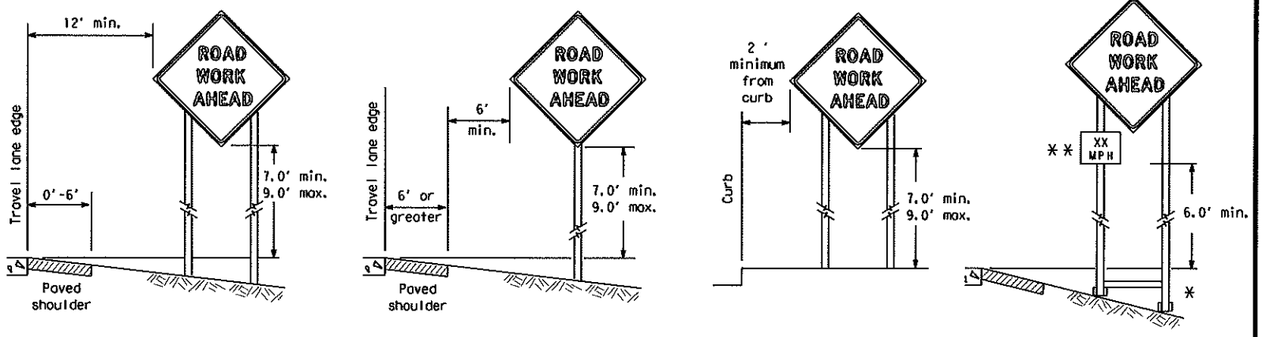
BC(2)-13

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

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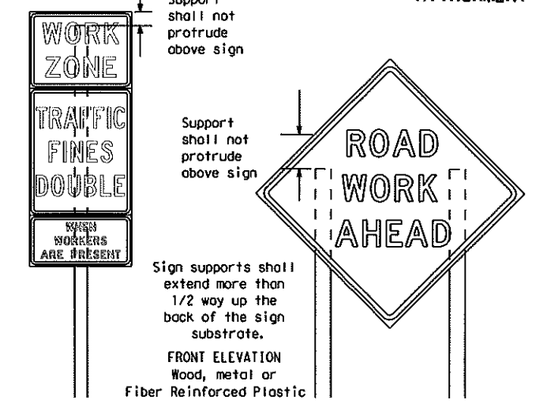
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

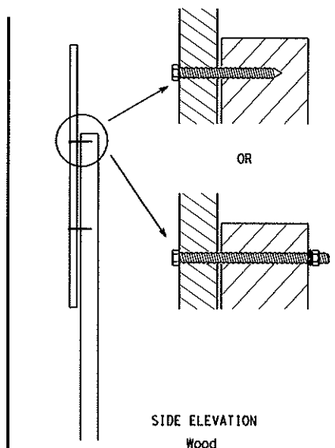


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

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

ATTACHMENT FOR SIGN SUPPORTS





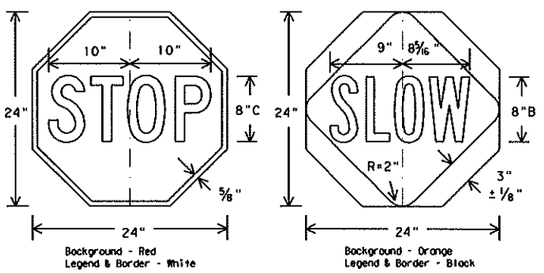
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

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

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

STOP/SLOW PADDLES

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



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

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

GENERAL NOTES FOR WORK ZONE SIGNS

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

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

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

SIGN MOUNTING HEIGHT

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

SIZE OF SIGNS

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

SIGN SUBSTRATES

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

REFLECTIVE SHEETING

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

SIGN LETTERS

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

REMOVING OR COVERING

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

SIGN SUPPORT WEIGHTS

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

FLAGS ON SIGNS

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

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

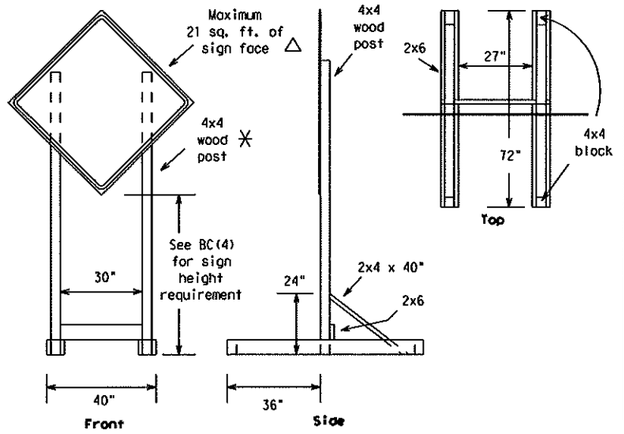
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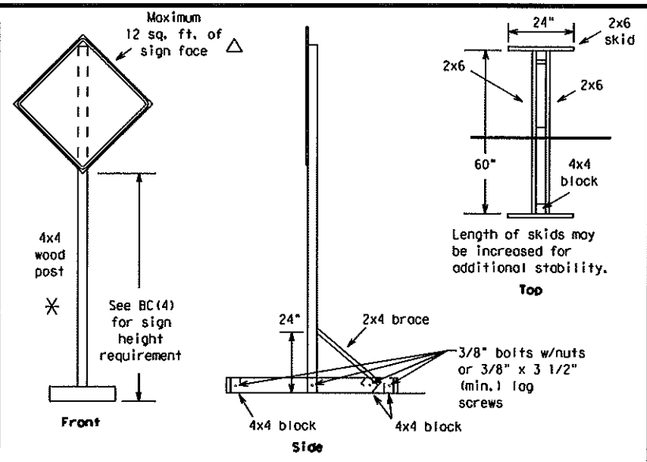
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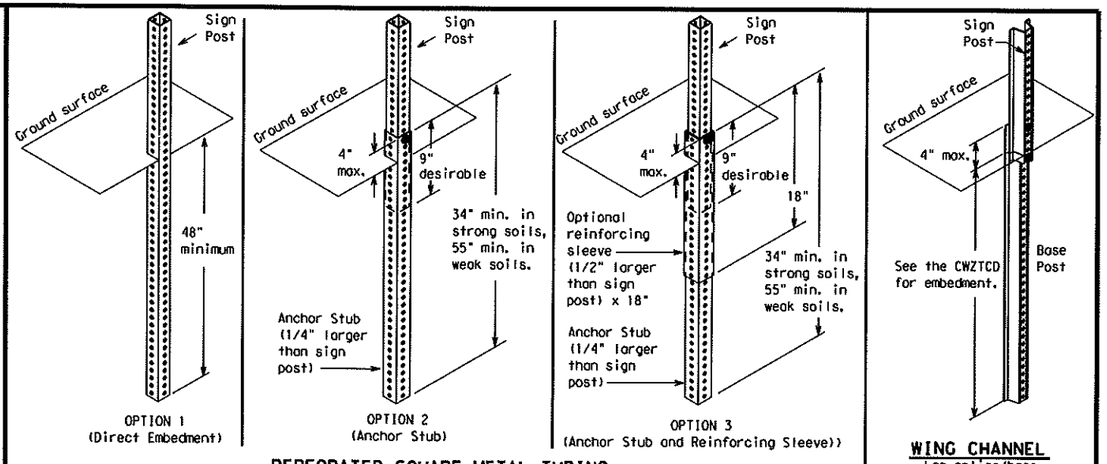
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SKID MOUNTED WOOD SIGN SUPPORTS

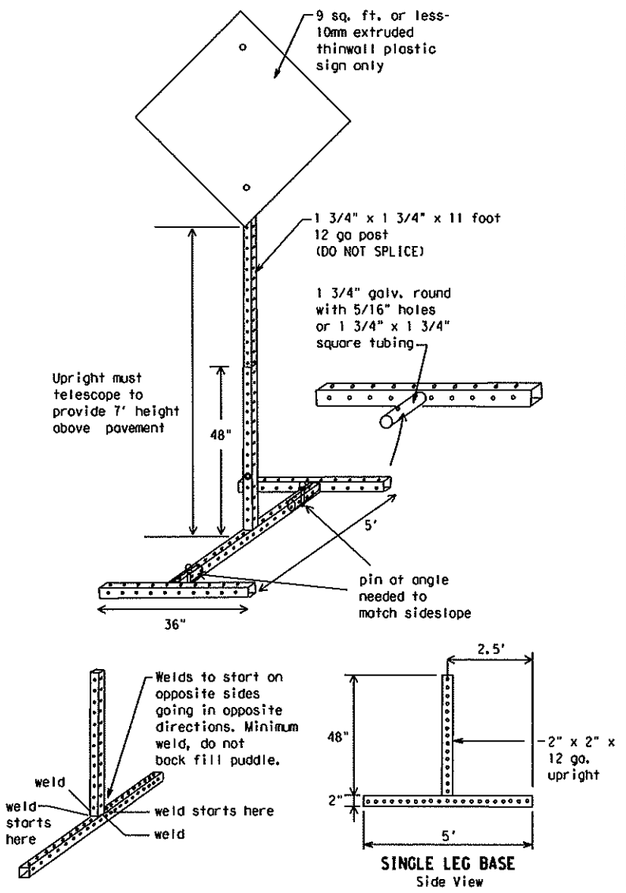
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

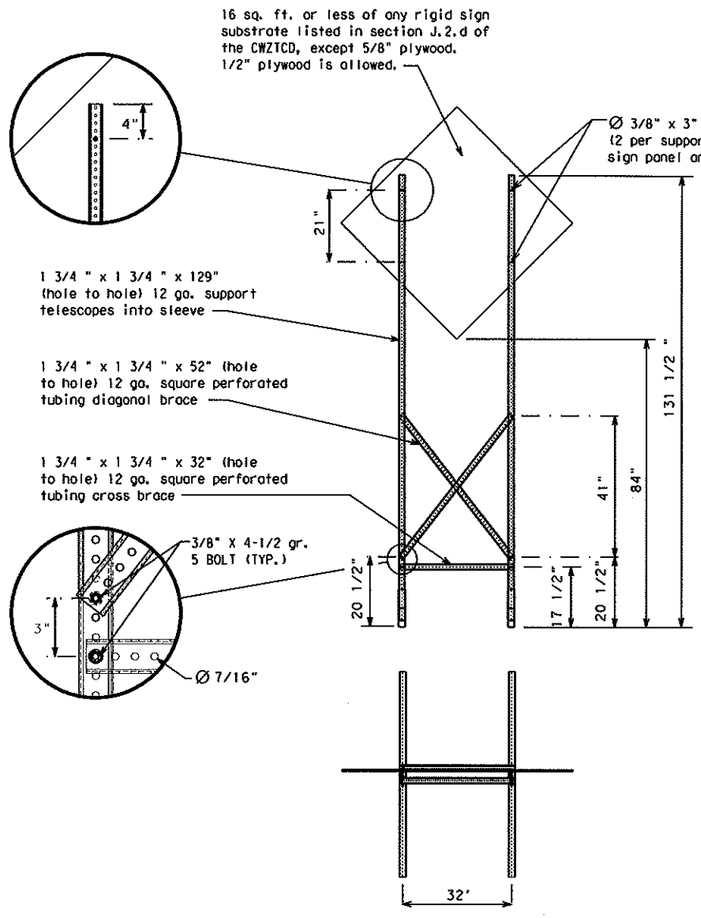


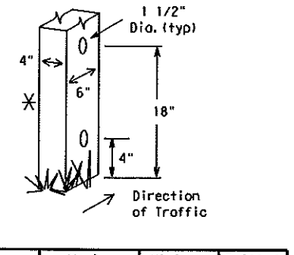
PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

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

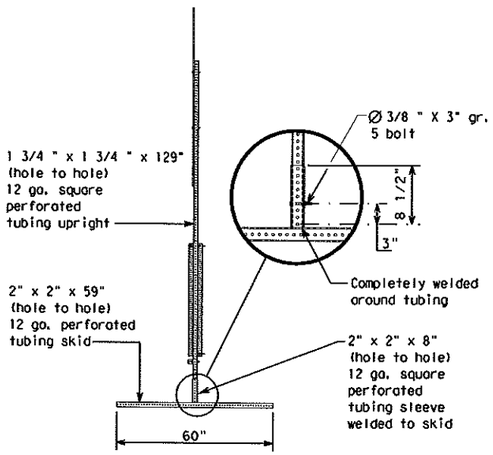






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

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

OTHER DESIGNS

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

GENERAL NOTES

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

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

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

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

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Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-13

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SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

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

PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

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

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

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

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

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

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

Other Condition List

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

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

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

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

Location List

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

Warning List

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

** Advance Notice List

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

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

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

WORDING ALTERNATIVES

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

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

FULL MATRIX PCMS SIGNS

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

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-13

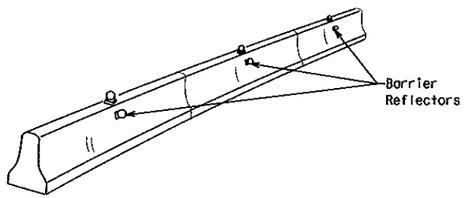
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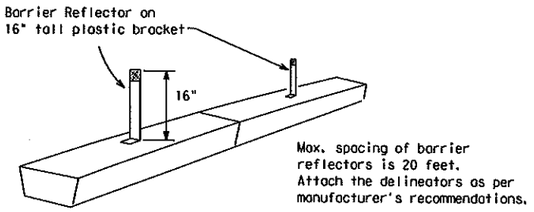
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors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

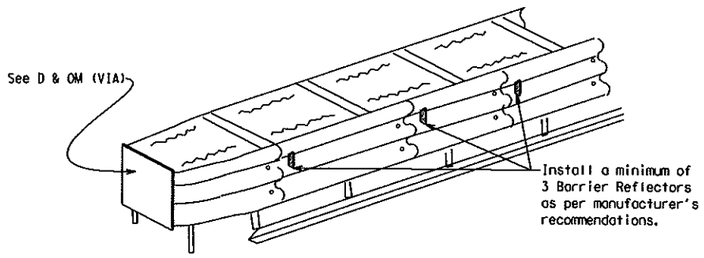


CONCRETE TRAFFIC BARRIER (CTB)

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



LOW PROFILE CONCRETE BARRIER (LPCB)

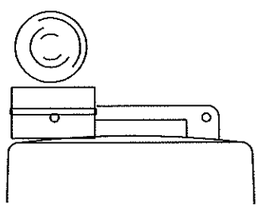


DELINEATION OF END TREATMENTS

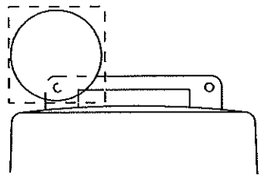
END TREATMENTS FOR CTB'S USED IN WORK ZONES

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

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



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



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

WARNING LIGHTS

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

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

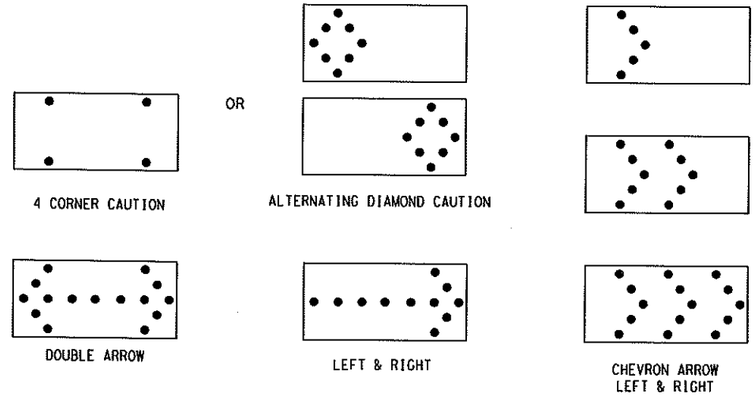
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing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

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

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

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

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



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

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

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

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

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

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

Texas Department of Transportation

Traffic Operations Division Standard

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

BC(7)-13

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

GENERAL NOTES

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

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

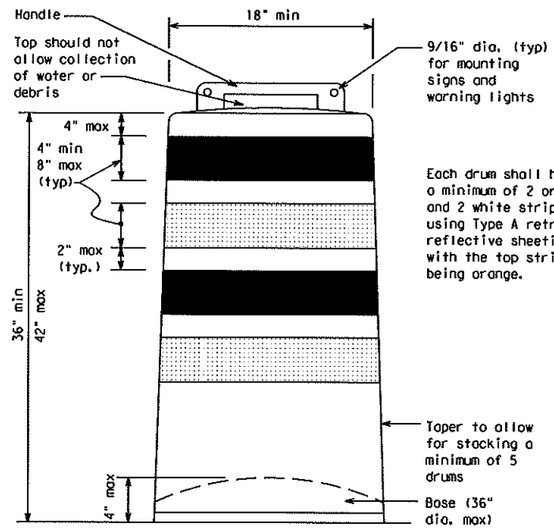
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents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

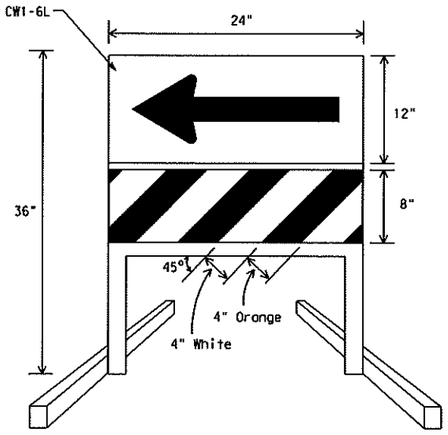
RETROREFLECTIVE SHEETING

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

BALLAST

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

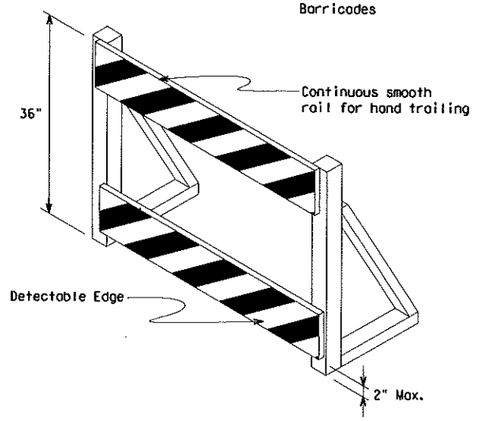




DIRECTION INDICATOR BARRICADE

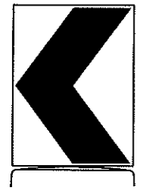
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3.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

This detail is not intended for fabrication. See note 3 and the CWZTCD list for providers of approved Detectable Pedestrian Barricades

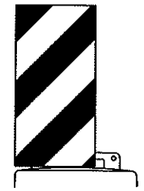


DETECTABLE PEDESTRIAN BARRICADES

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



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

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

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

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

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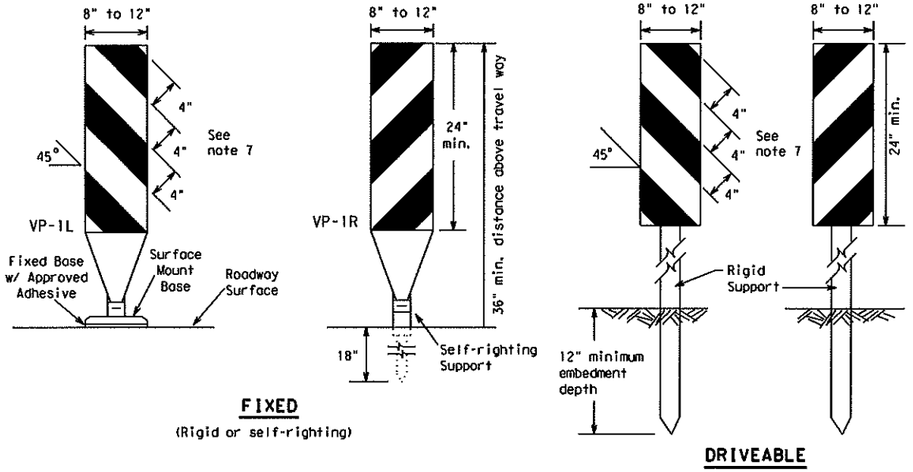
Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-13

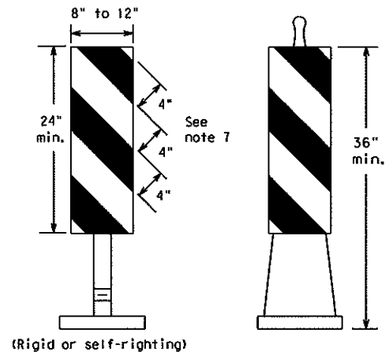
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9-07				

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FIXED
(Rigid or self-righting)

DRIVEABLE

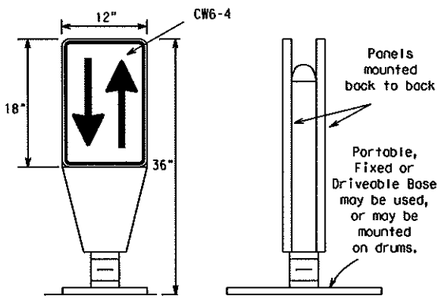


(Rigid or self-righting)

PORTABLE

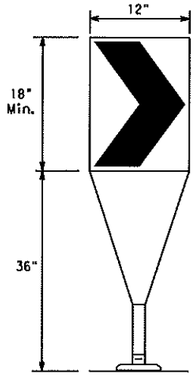
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is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

VERTICAL PANELS (VPs)



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

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



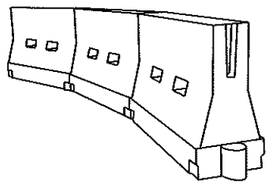
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

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

CHEVRONS

GENERAL NOTES

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



LONGITUDINAL CHANNELIZING DEVICES (LCD)

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

WATER BALLASTED SYSTEMS USED AS BARRIERS

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

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

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

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

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

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-13

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

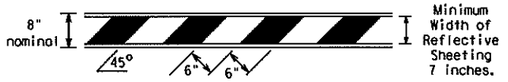
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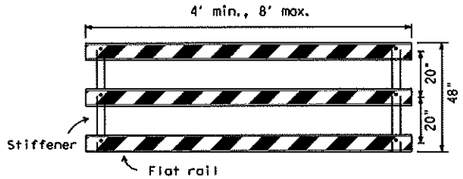
TYPE 3 BARRICADES

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

Barricades shall NOT be used as a sign support.



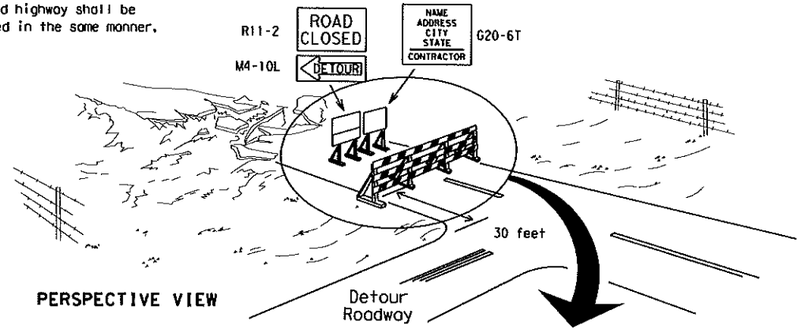
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



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

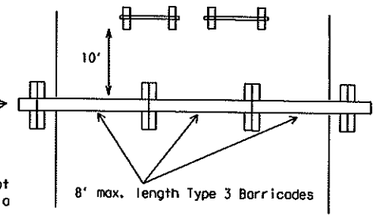
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

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



PERSPECTIVE VIEW

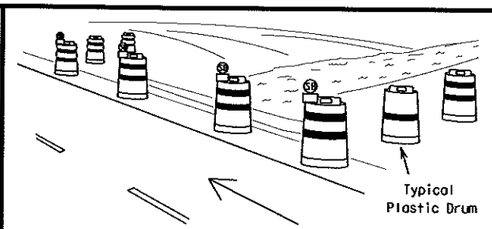
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

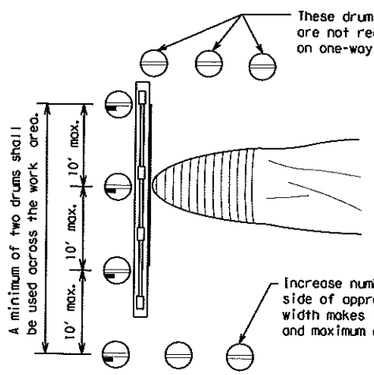
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

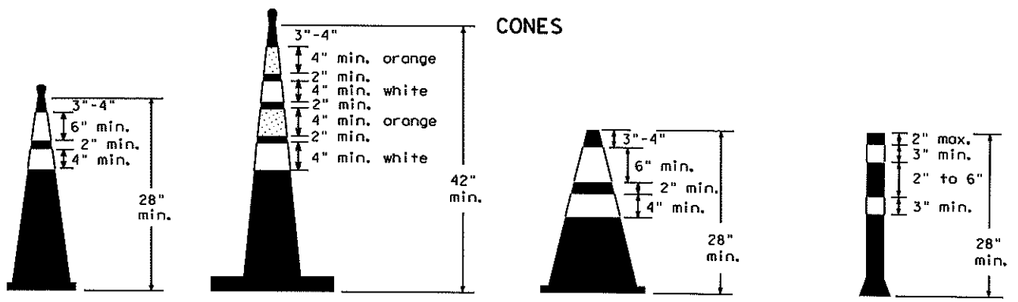
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder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



PLAN VIEW

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

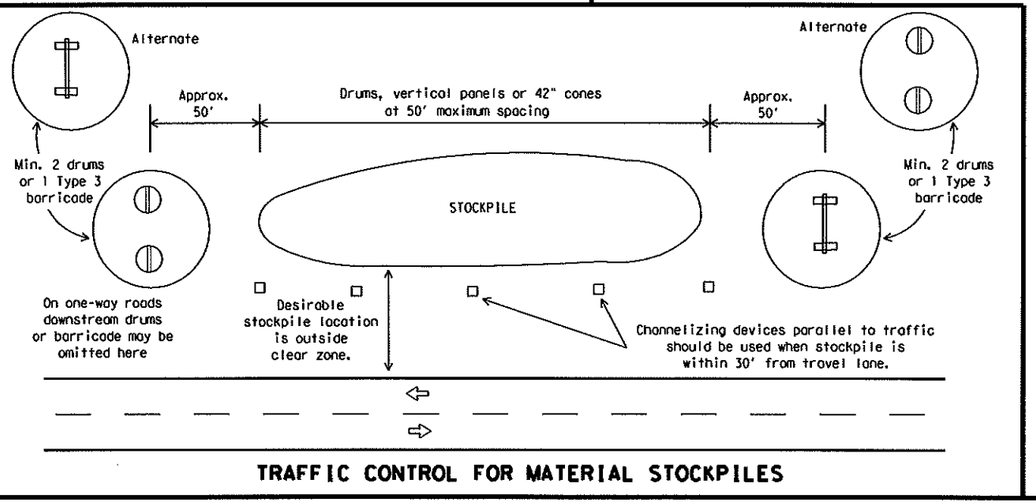
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



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

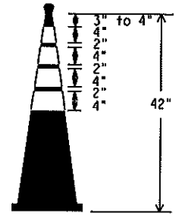
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

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



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

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



EDGELINE CHANNELIZER

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

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-13

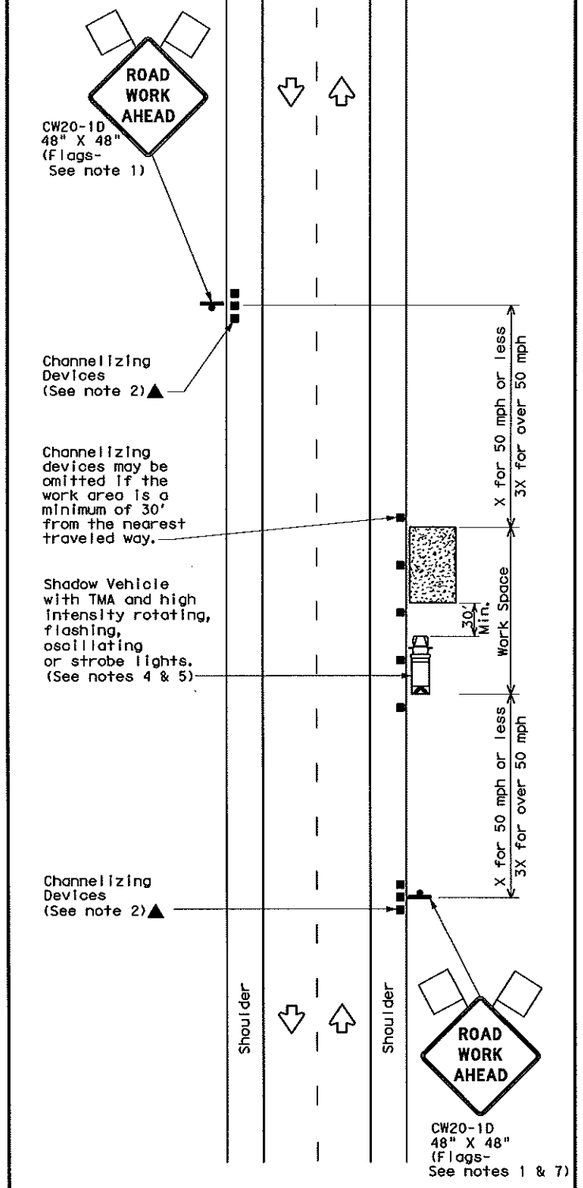
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REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO.

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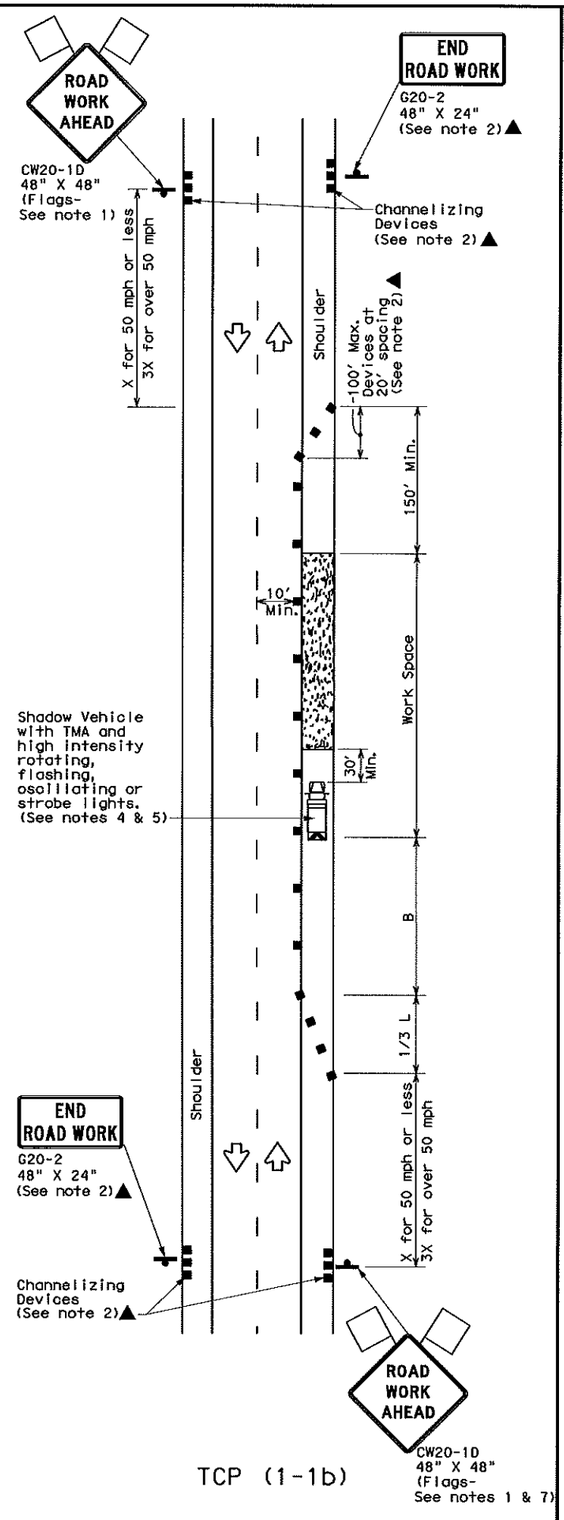
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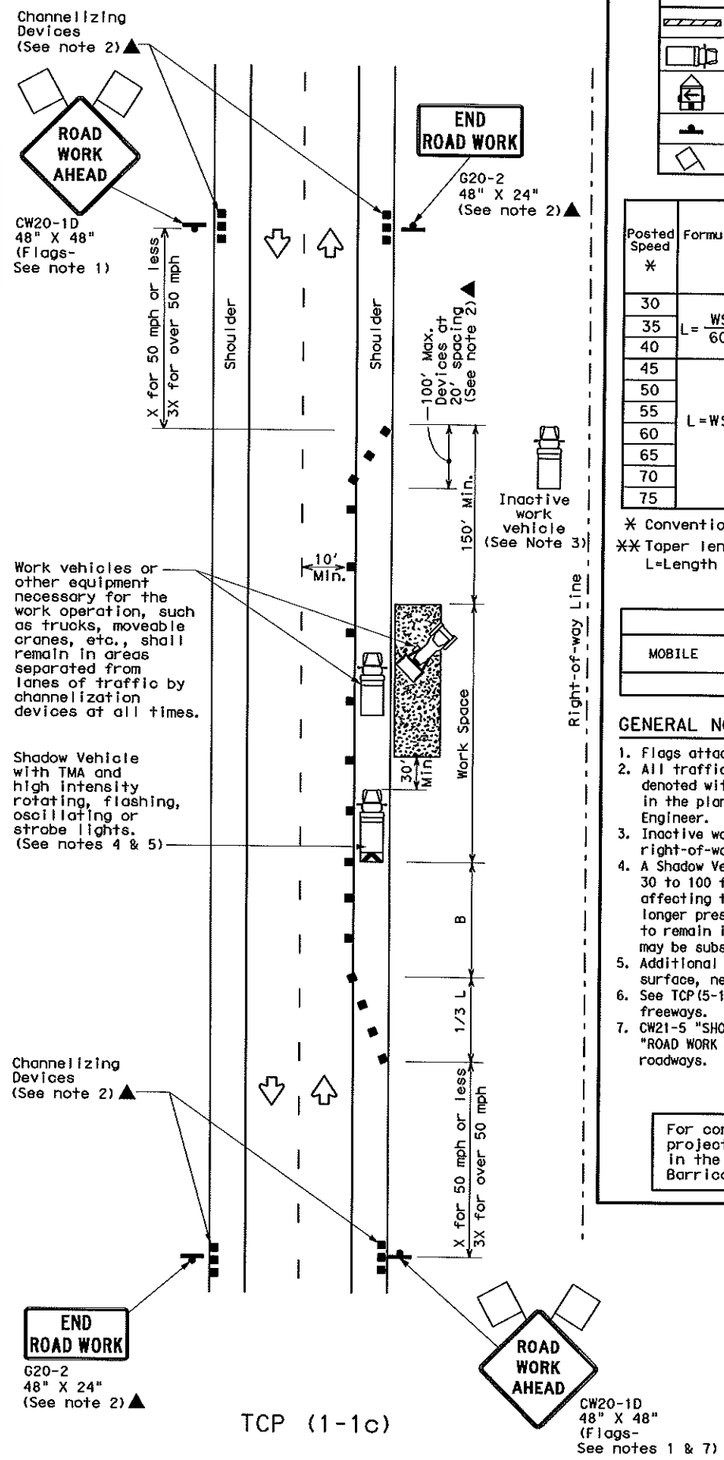
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

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

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

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

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

GENERAL NOTES

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

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

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-12

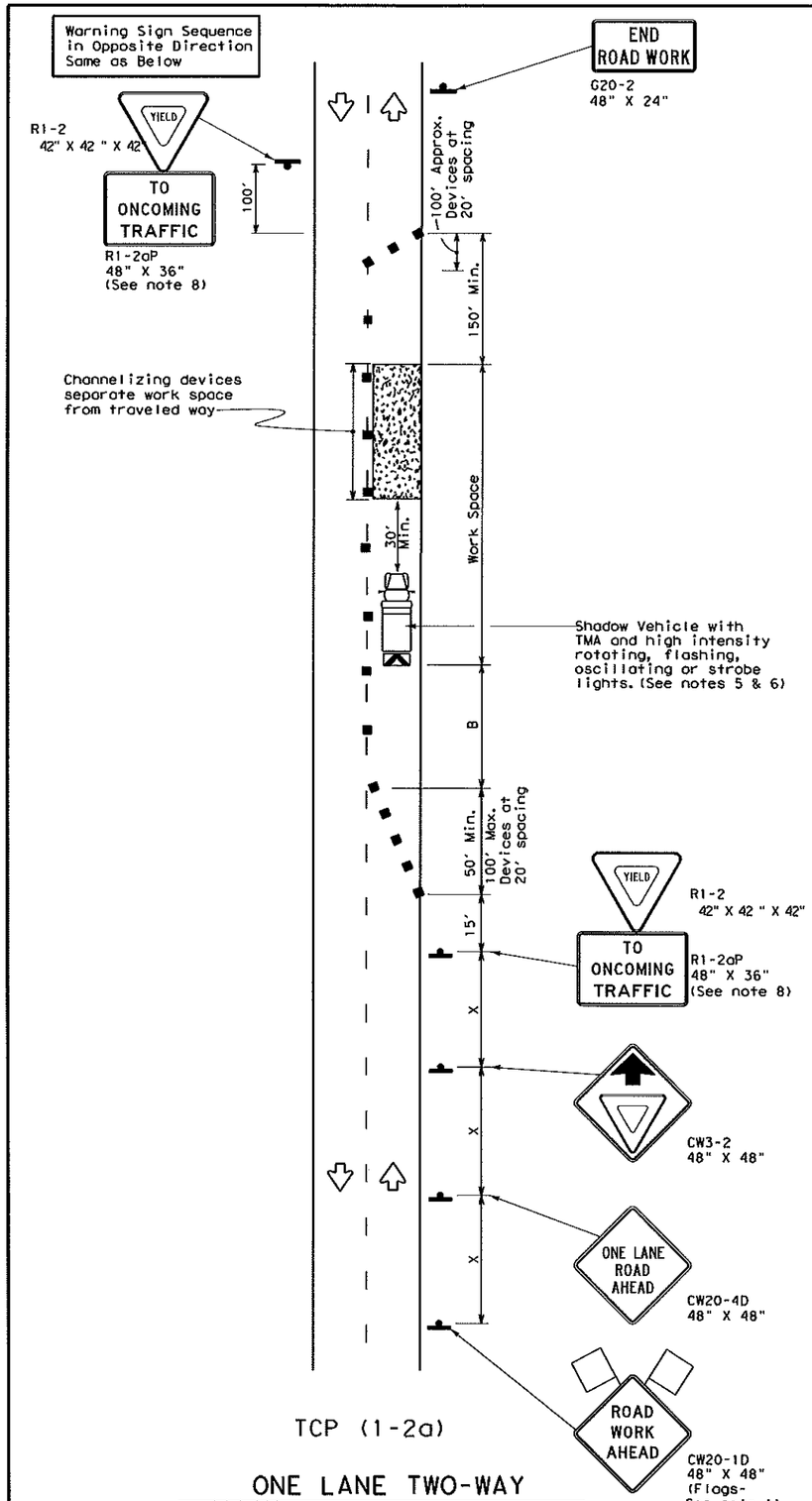
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8-95					
1-97		DIST	COUNTY		SHEET NO.
4-98					

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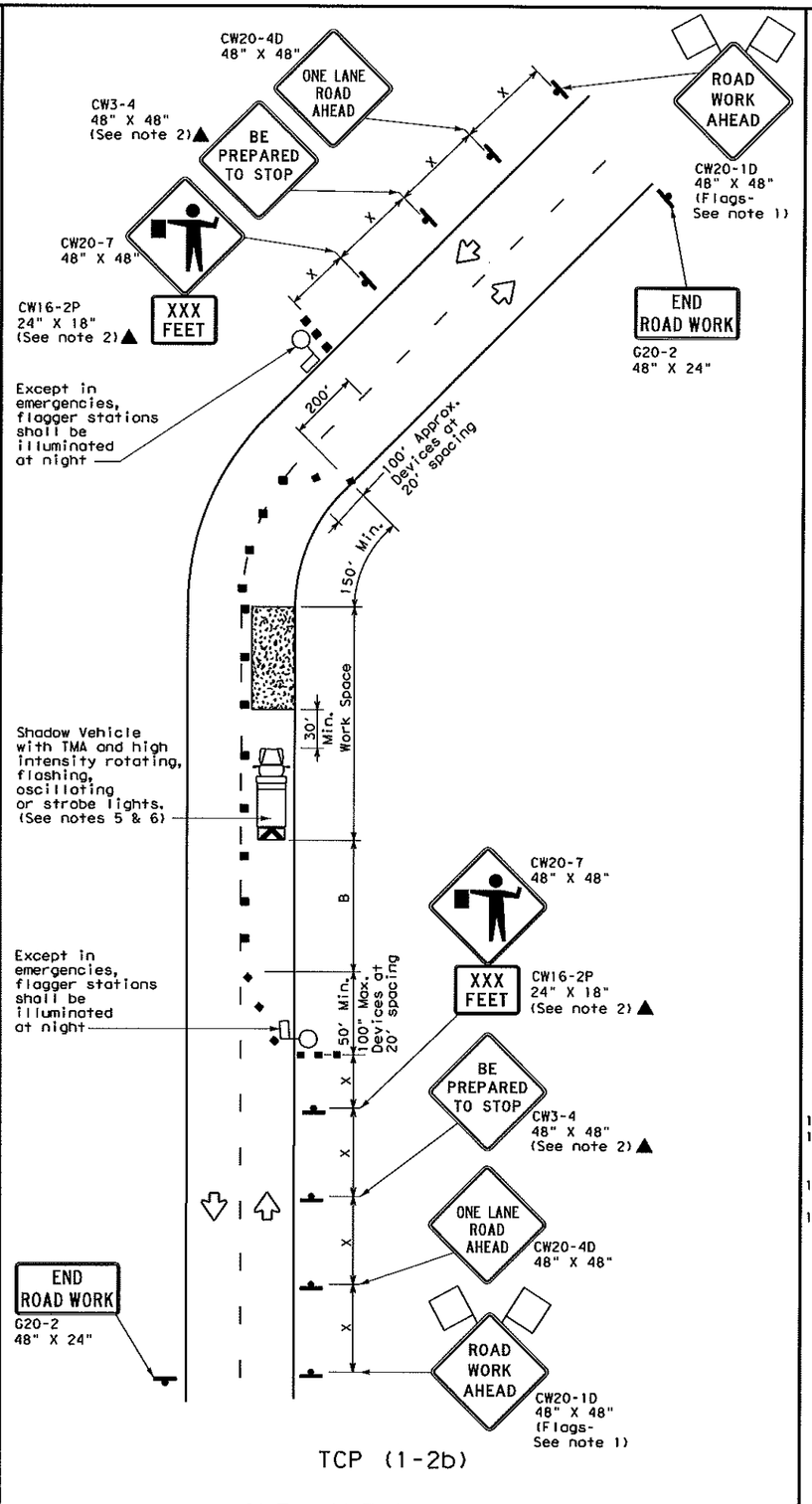
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TCP (1-2a)

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



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

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

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

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

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

GENERAL NOTES

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

TCP (1-2a)

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

TCP (1-2b)

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

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

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-12

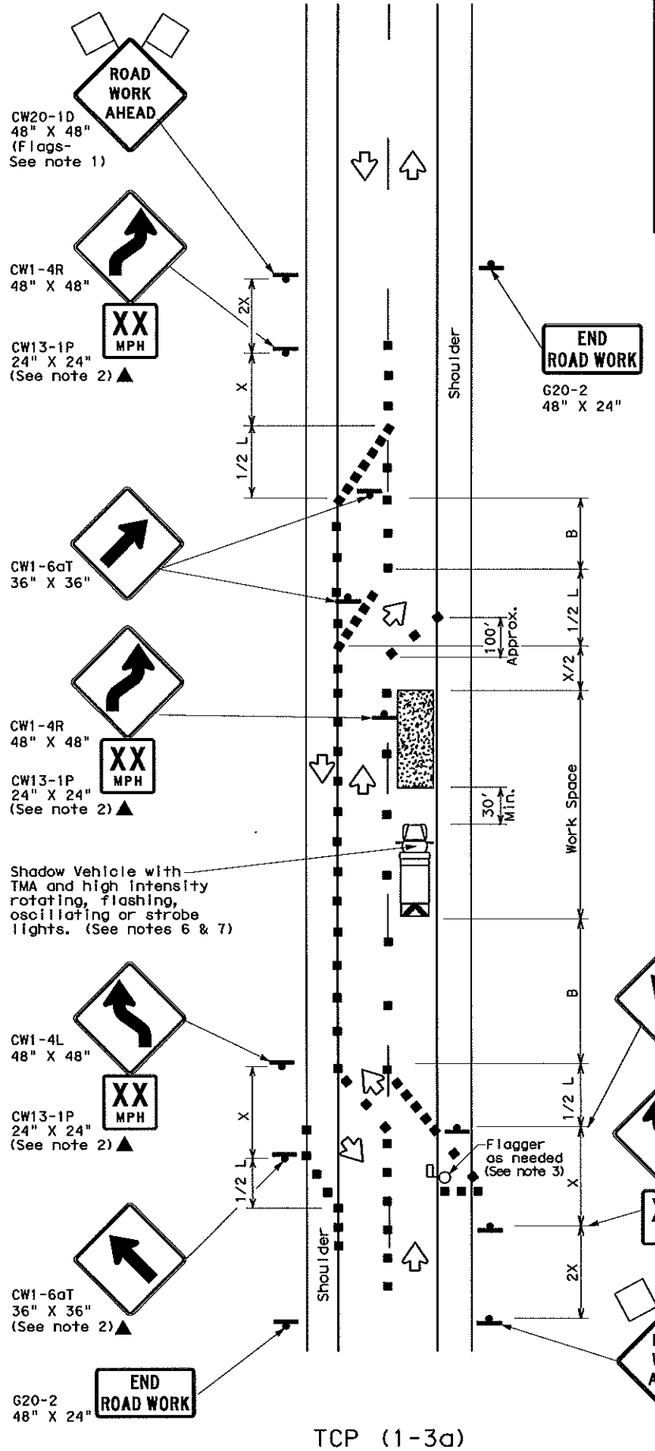
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2-94	DIST	COUNTY		SHEET NO.
1-97				
4-98				

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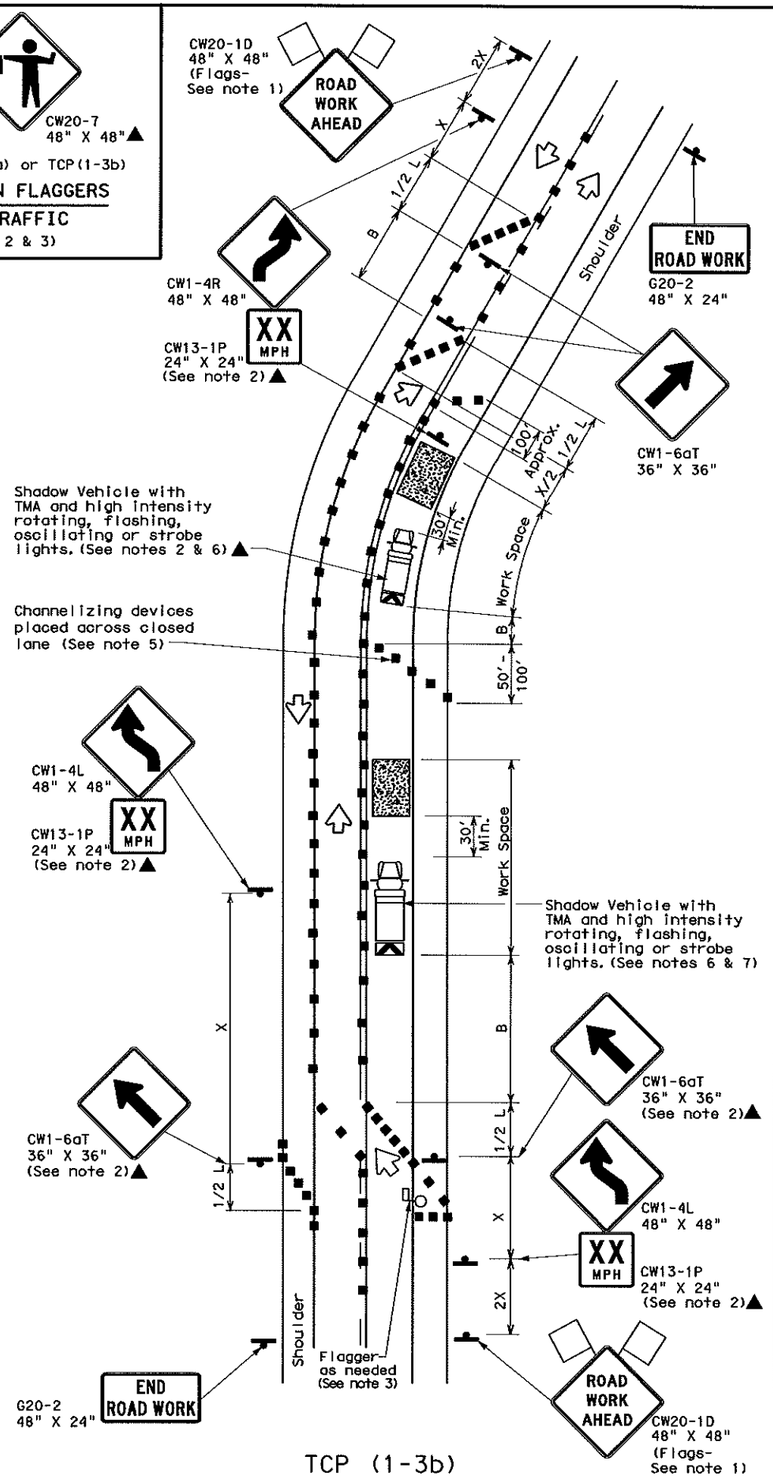
TCP (1-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW



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

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



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

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
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45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

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

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

GENERAL NOTES

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

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

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON TWO LANE ROADS

TCP(1-3)-12

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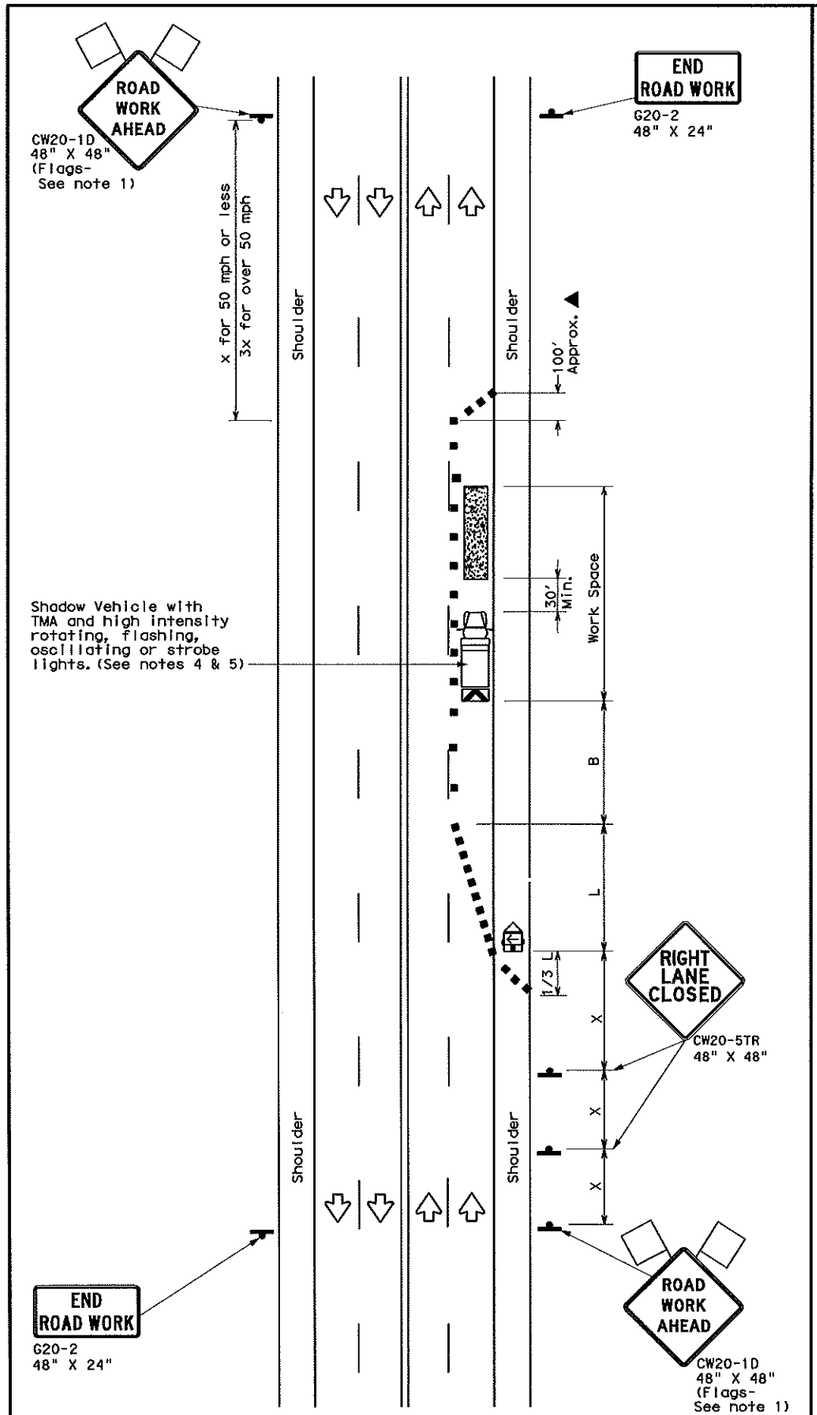
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CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

REVISIONS
2-94 2-12
8-95
1-97
4-98

153

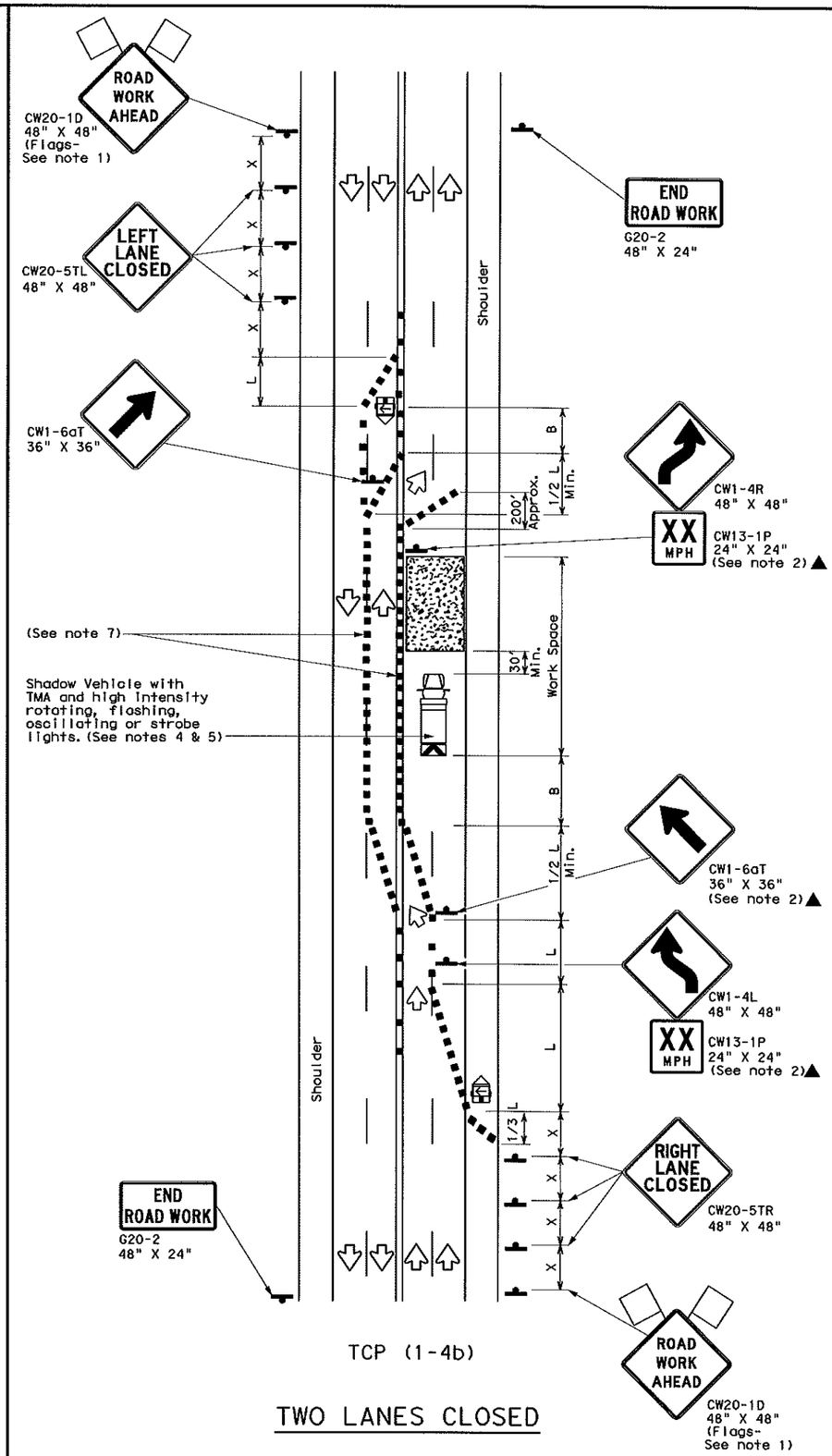
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DATE:
FILE:



TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

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

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

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

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

GENERAL NOTES

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

TCP (1-4a)

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

TCP (1-4b)

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

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

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(1-4)-12

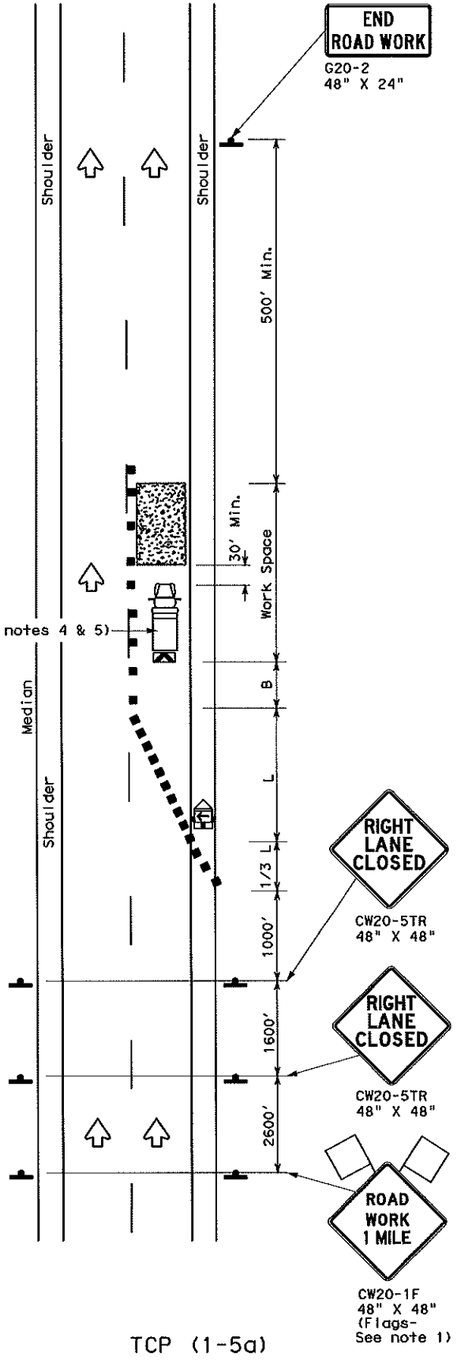
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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

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

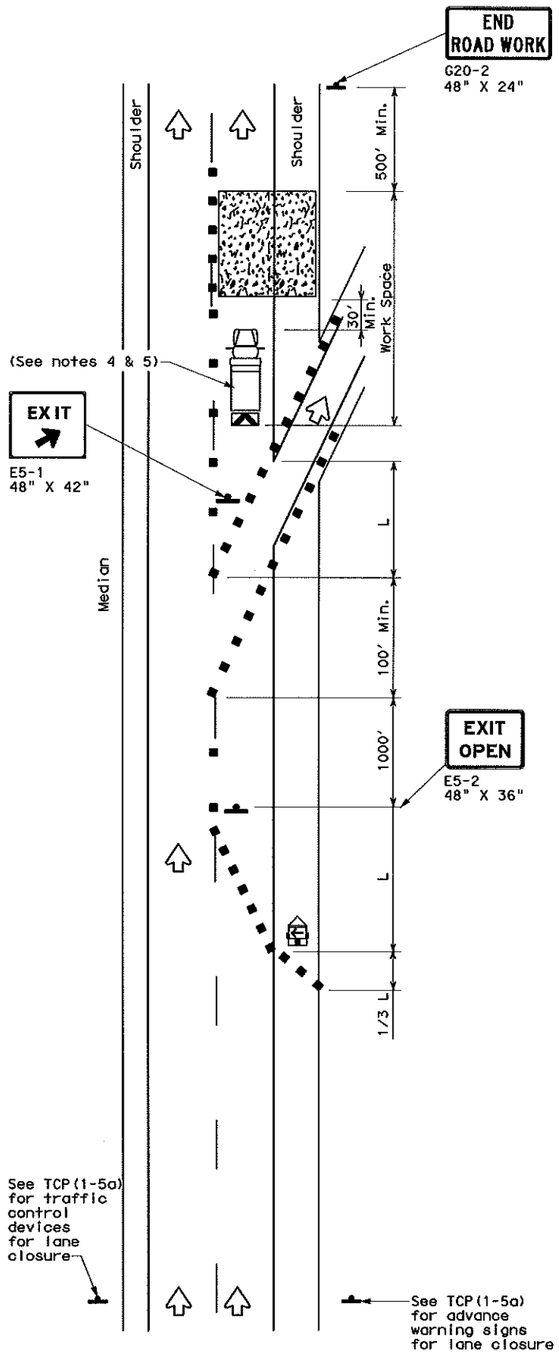
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DATE:
FILE:



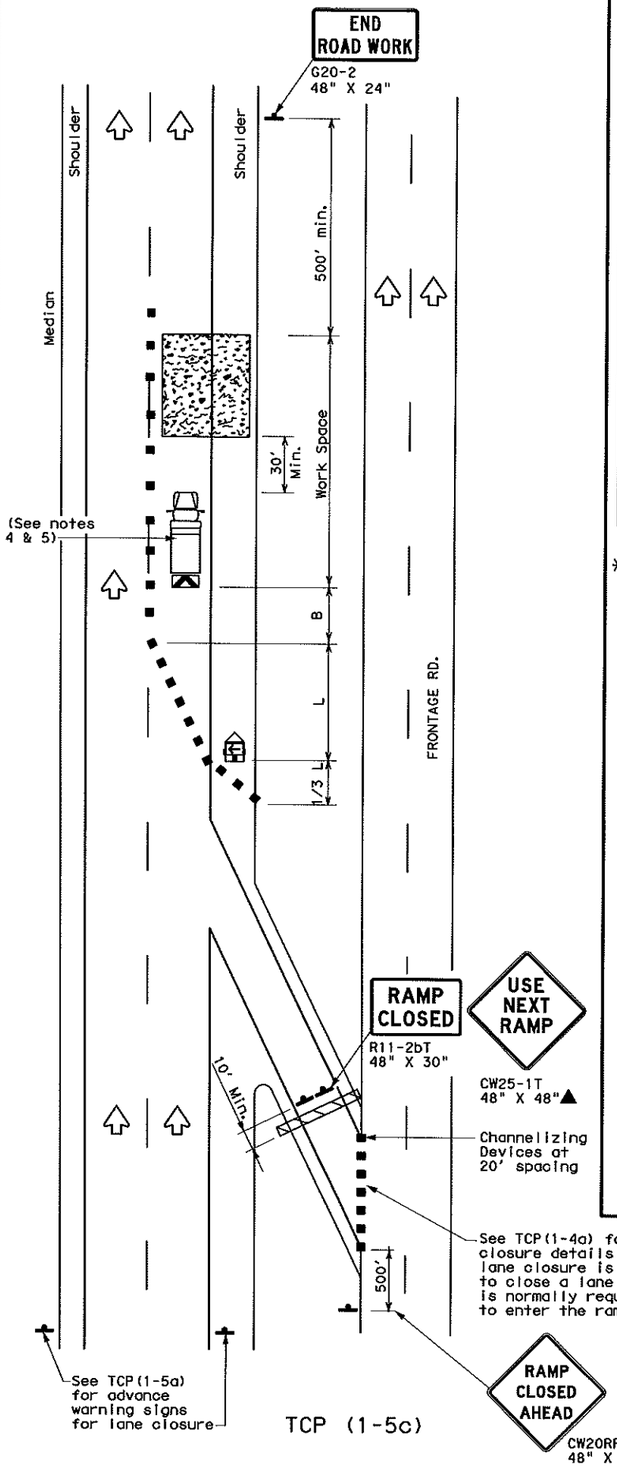
TCP (1-5a)

ONE LANE CLOSURE



TCP (1-5b)

LANE CLOSURE NEAR EXIT RAMPS



TCP (1-5c)

LANE CLOSURE NEAR ENTRANCE RAMPS

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

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

* Conventional Roads Only

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

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

GENERAL NOTES

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

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

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN LANE CLOSURES FOR DIVIDED HIGHWAYS

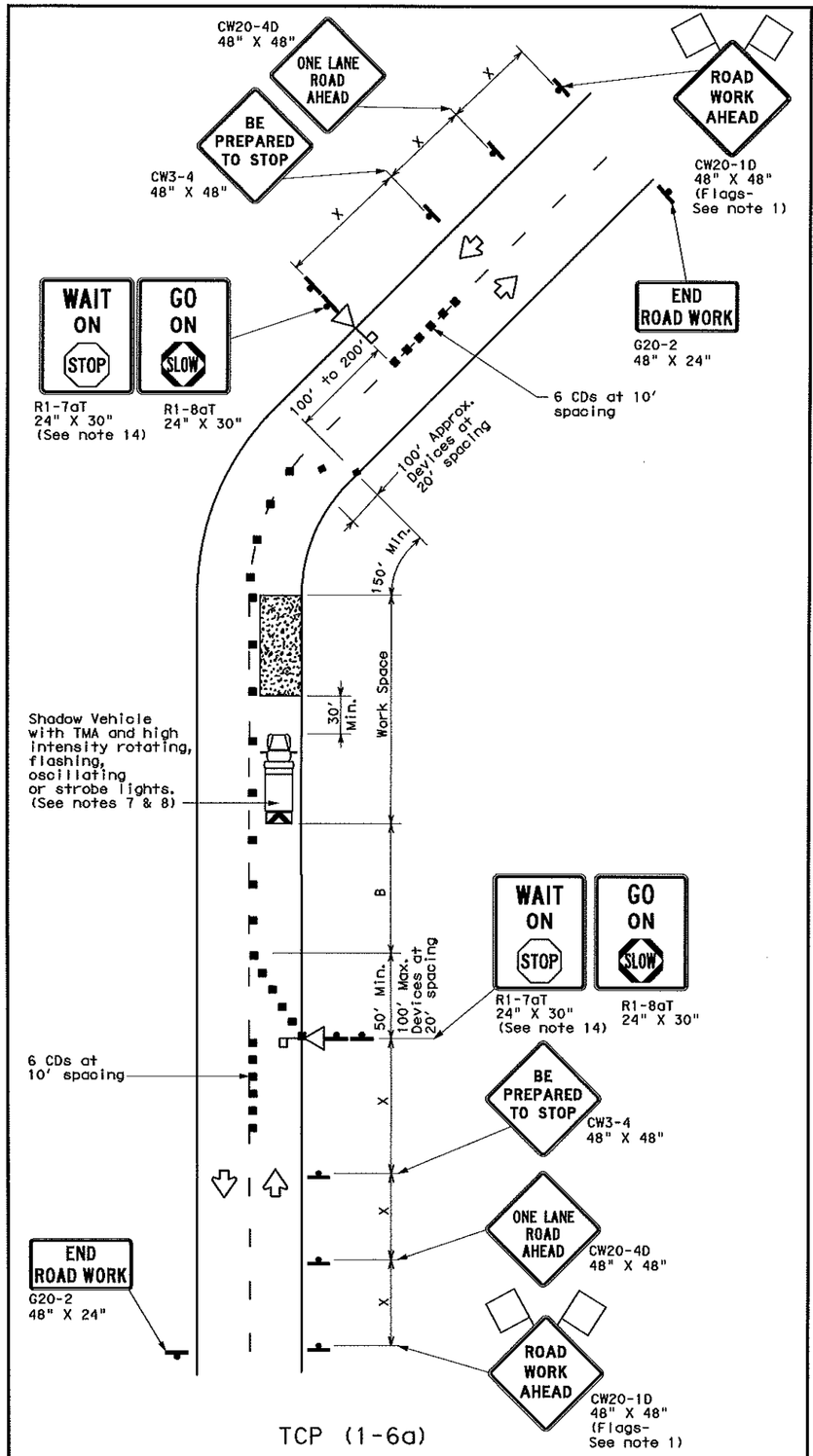
TCP(1-5)-12

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REVISIONS

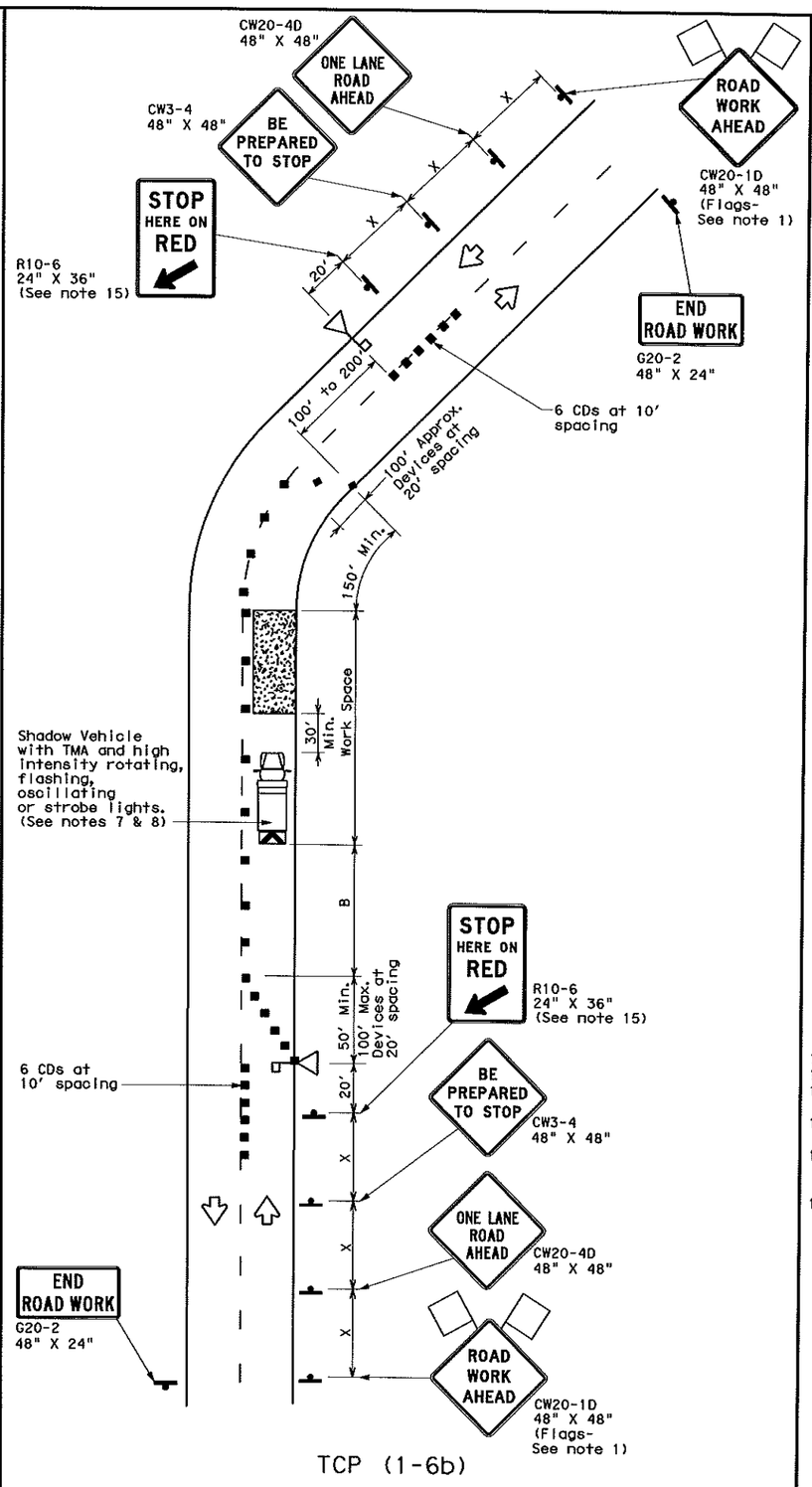
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CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

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TCP (1-6a)

ONE LANE TWO-WAY CONTROL WITH SIGNS/SLOW AFADs



TCP (1-6b)

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

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

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

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

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

GENERAL NOTES

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

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

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS)

TCP(1-6)-12

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

REVISIONS

DATE:
FILE:

EXHIBIT B
PAYMENT SCHEDULE

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

-OR-

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

Schedule of Payment for each phase:

TAMU Post Game Day Traffic Control for the 2024 Football Season (7 games)

Not to Exceed: $128,800.00

Item Description	Price	UOM	Qty/Day	# of UOM	Total Qty.	Total
Gameday Traffic Control 2024 (Price per Game) 10% BuyBoard Discount	($2,048.89)	Per Each	7	1	7	($14,342.23)
Gameday Traffic Control 2024 (Price per Game)	$20,448.89	Per Each	7	1	7	$143,142.23

Note: The * indicates taxable items.

BUYERS BARRICADES

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

QUOTATION

Quote Date	Quote ID
7/15/2024	MC071524COCS

Valid Through: 6/13/2024

City Of College Station
Michael Holmes
PO Box 9960
College Station, TX 77842
Phone: 979-764-6247

Job Location:
Gameday Traffic Control 2024
City Of College Station
Quote Created By: Mikey

Item Description	Price	UOM	Qty/Day	# of UOM	Total Qty.	Total
Gameday Traffic Control 2024 (Price per Game) 10% BuyBoard Discount	($2,048.89)	Per Each	7	1	7	($14,342.23)
Gameday Traffic Control 2024 (Price per Game)	$20,448.89	Per Each	7	1	7	$143,142.23

Note: The * indicates taxable items.

Pricing is for Buyers to supply crews for setup of materials provided by COCS for Gameday traffic control
BUYBOARD QUOTE Contract #608-20

Included: Mobilization covers initial set up and complete return of material. Partial Returns are subject to additional charges.

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

Add'l Terms: All invoices are due Net 15.

14 (Fourteen) days minimum required before job start.

Michael Cooper
Mikey
Buyers Barricades

7/15/2024
Date

Visit Our Website at www.buyersbarricades.com

Accepted By:

Signature

Date

Print Name

Title

Company

Initials _____ Page 1 of 1

EXHIBIT C
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/22/2024

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 Cobbs, Allen & Hall, Inc. 115 Office Park Drive Birmingham AL 35223 License#: 79319	**CONTACT NAME:** Ashleigh Calvert **PHONE (A/C, No, Ext):** 205-874-1254 **FAX (A/C, No):** **E-MAIL ADDRESS:** acalvert@cobbsallen.com
INSURED Buyers Barricades Houston, LLC 25416 Aldine Westfield Rd Spring TX 77373 BUYEBAR-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire / 19445 **INSURER B :** Indian Harbor Insurance Compan / 36940 **INSURER C :** National Liability & Fire Ins / 20052 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 139728334 **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:			GL6952562	6/11/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
C	**AUTOMOBILE LIABILITY** ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73APB008871	6/11/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			SXS0066062	6/11/2024	4/1/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC20435052	6/11/2024	4/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage. Automatic Additional Insured – Completed Operations; Provides additional insured status to any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage. Primary & Non-Contributory where required by a written contract between the named insured and any person or organization that requires such status. Blanket Automatic Waiver of Subrogation endorsement that provide this feature, only when there is a written contract between the named insured and the certificate holder that requires it. Blanket Additional Insured for Lessor of Leased Equipment. *ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS.

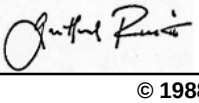
CERTIFICATE HOLDER

City of College Station
PO Box 9960
College Station TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to include the additional insured named herein, provided that:

1) such insurance applies only to the ownership, maintenance or use of a covered auto; and

2) such insurance applies only to acts or omissions by you, your agents or your “employees” while such covered auto is being used in your business; and

3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured’s agents or "employees" other than you; and

4) such inclusion of additional insured shall not increase our limit of liability under this policy.

ADDITIONAL INSURED:

City of College Station
PO Box 9960
College Station TX 77842

All other terms, conditions and agreements remain unchanged.

Additional Premium:

Company Name **National Liability & Fire Insurance Company**	Policy Number **73 APB 008871**
	Endorsement Effective **06/11/2024 12:01 AM**
Named Insured **BUYERS BARRICADES INC**	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy .)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Endorsement Effective: **06/11/2024 12:01 AM**	Countersigned By:
Named Insured: **BUYERS BARRICADES INC**	(Authorized Representative)

SCHEDULE

Name Of Person(s) Or Organization(s):	
City of College Station **PO Box 9960** **College Station TX 77842**	
Additional Premium	**$**

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

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person (s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/11/2024 forms a part of policy

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

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This policy is amended as follows:

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

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

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

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

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

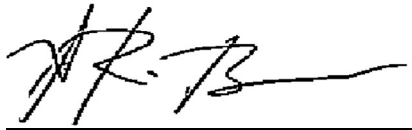
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

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

The following Definitions apply to this endorsement:

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

107414 (03/11)



Authorized Representative or Countersignature (in States Where Applicable)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 06/11/2024 forms a part of Policy No. WC 020-43-5052

Issued to BUYERS BARRICADES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

Countersigned by Don Bailey

Authorized Representative

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

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August 22, 2024
Item No. 6.8.
Interlocal Agreement with Texas A&M University for Game Day Traffic Control

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an Interlocal Agreement between the City of College Station and Texas A&M University to equally share in the cost to deploy traffic control devices according to the Texas A&M Football Post Game Traffic Control Plan.

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

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

Summary: As part of the partnership between the Texas A&M University, City of College Station, and other local agencies to develop a comprehensive game day traffic plan, staff from the Texas A&M University Transportation Institute and the City of College Station have developed a traffic control plan to efficiently move traffic after each TAMU football game. Funds for deploying this plan by a contractor have been annually appropriated in the Public Works Street Division budget. Through the partnership that has been developed, TAMU has agreed to cover one-half of the total deployment cost through an Interlocal Agreement (ILA).

The previous ILA, approved in September 2021, had TAMU's portion not to exceed $57,000. The new ILA for consideration removes the not to exceed portion for TAMU and has both entities splitting the cost of traffic control deployment evenly. After the final football game, the city will invoice TAMU within thirty (30) days, one-half of the final amount. The ILA replaces the previous agreement and is valid for a total of five (5) years.

Budget & Financial Summary: Funds have been included in both the FY24 and FY25 budgets for the cost of a contractor to deploy the traffic control devices per the traffic control plan. As outlined in the ILA, Texas A&M will reimburse the City one-half of the total deployment cost.

Attachments:
1. TAMU Game Day Traffic Control ILA

INTERLOCAL AGREEMENT
BETWEEN TEXAS A&M UNIVERSITY AND CITY OF COLLEGE STATION
FOR THE TEXAS A&M UNIVERSITY FOOTBALL GAME DAY
TRAFFIC CONTROL PLAN PARTICIPATION

This Agreement is, by and between the **City of College Station**, a Texas home-rule municipal corporation ("City"), and **Texas A&M University**, an agency of the State of Texas ("TAMU"); and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes the City and the TAMU to enter into this Agreement; and

WHEREAS, on June 12, 2014 the College Station City Council approved the Interlocal Agreement with TAMUS for $35,000 to work other community partners to evaluate and develop improved means of getting motorists to their next destination after the football game, not only to meet the desires and expectations of the fans, but also to more quickly relieve the congestion on the roadways and minimize the impacts on the local residents; and

WHEREAS, an objective of the game day traffic study was to establish a new Go With the Green Plan which is a traffic control plan to move game day motorists to their next destination as quickly and efficiently as possible; and

WHEREAS, the City and TAMU used this study and knowledge of post-game traffic flow to develop the Texas A&M Football Post Game Traffic Control Plan; and

WHEREAS, the College Station City Council annually approves funds to be included in the Public Works Street Division account for the deployment of traffic control devices by a contractor in the accordance with the Texas A&M Football Post Game Traffic Control Plan; and

WHEREAS, the intent of this Agreement is the City and TAMU equally sharing the costs and future costs to implement the Traffic Control Plan and for the purpose of fulfilling the competitive purchasing requirements of Texas Local Government Code; and

WHEREAS, the City and TAMU represent that each is independently authorized to perform the functions and obligations contemplated in this Agreement; and;

WHEREAS, the City and TAMU entered into an agreement concerning the Traffic Control Plan with an Effective Date of September 10, 2021 and the parties wish to supersede and replace that Agreement with the following; now therefore:

For and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

I.
DEFINITIONS

1.1 Traffic Control Plan is the Texas A&M Football Post Game Traffic Control Plan developed for the roadways in College Station where post-football game traffic exiting the area will be given priority, and where temporary traffic control devices are placed on these roads to increase the mobility of the corridors as defined in **Exhibit "A"** which is the first two pages of the traffic control plan document that shows the locations, deployment and removal procedures, and estimated duration temporary traffic operations.

1.2 City or College Station is the City of College Station, a Texas home rule municipal corporation whose principal office is located at 1101 Texas Avenue, College Station, Texas 77840.

1.3 TAMU is a member of The Texas A&M University System, an agency of the State of Texas, whose principal office is located at Transportation Services, 702 University Dr. E, Bldg. E, College Station, Texas 77840.

1.4 Effective Date is the date on which this Agreement is executed by the last party shall be the date this Agreement goes into effect.

II.
TAMU'S COST PARTICIPATION

2.1 Agree to Participate. TAMU agrees to participate annually in the deployment costs of the Traffic Control Plan in the amount of one-half (1/2) of the total deployment costs for the Traffic Control Plan per year.

2.2 Application for Payment. The City will send TAMU an application for payment within thirty (30) days after the last home TAMU football game scheduled for each season. The City shall provide TAMU with reasonable documentation of the deployment costs upon request.

2.3 Time of Payment. After receipt of the applications for payment, TAMU agrees that it will pay the City within thirty (30) days of receipt of the payment applications.

III.
CITY'S RESPONSIBILITIES

3.1 Competitively Bid. The City will competitively bid and award the Traffic Control Plan project according to the Texas Local Government Code, to a qualified contractor to place temporary traffic control devices according to the Traffic Control Plan**.** The City shall lawfully process and prepare bids, proposals and request for qualifications and other procurement activity as may be required for the procurement Traffic Control Plan implementation or related activities.

3.2 Project Manager. The City will serve as project manager for the contract for the implementation of the Traffic Control Plan.

IV.
GOVERNMENTAL IMMUNITY AND RELEASE

4.1 TAMU is an agency of the State of Texas and City is a political subdivision of the State of Texas, and both enjoy governmental immunity. By entering into this Agreement, neither TAMU nor City consents to suit, the waiver of the respective governmental immunity or the waiver of limitation as to damages under the Texas Tort Claims Act.

4.2 The City and TAMU each, to the extent permitted by law, individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the obligations pursuant to this Agreement, except to the extent that any such claim, loss, damage, cause of action, suit, or liability arises from the negligence or willful misconduct of the party to be held harmless.

V.
GENERAL PROVISIONS

5.1 Term and Termination. The initial term of this Agreement is for one (1) year after the Effective Date. This Agreement will automatically renew for four (4) consecutive one (1) year terms after the Effective Date for a total of five (5) years. Either party may terminate this Agreement for cause or convenience with sixty days written notice to the other party.

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

a. The City Manager is delegated the authority to amend **Exhibit "A"** in writing.

5.3 Choice of Law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas.

5.4 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of TAMU represents that he or she is authorized to sign on behalf of TAMU and agrees to provide proof of such authorization to the City upon request.

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

5.6 Notice. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party at the following addresses below. Each party may change its

address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the party.

Texas A&M University
Transportation Services
322 Polo Rd
Polo Rd Bldg, Suite 350
College Station, Texas 77843

With copies to:
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
contracts@tamu.edu

City of College Station
City Traffic Engineer
P. O. Box 9960
College Station, TX 77842
trother@cstx.gov

With copies to:
City Manager
PO Box 9960
College Station, TX 77842

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

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

5.9 Multiple Originals. It is understood and agreed this Agreement may be executed in a number of identical counter parts, each of which shall be deemed an original for all purposes.

TEXAS A&M UNIVERSITY

By: _____
John Crawford (Aug 9, 2024 10:52 CDT)

John W. Crawford

Vice President & CFO

Date: 08/09/2024

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT "A"
TRAFFIC CONTROL PLAN

Texas A&M Football Post Game

Traffic Control Plan

KYLE FIELD GAME DAY - JULY 15, 2024

In partnership between:

CITY OF COLLEGE STATION
Home of Texas A&M University

SHEET 1

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6. Wellborn Rd at Fidelity St
7. Wellborn Rd at Luther St
8. Wellborn Rd at Holleman Dr
9. Wellborn Rd at Southwest Pkwy
10. Wellborn Rd at FM 2818 North Intersection
11. Wellborn Rd at FM 2818 South of Intersection
12. George Bush Dr at Olsen Blvd
13. George Bush Dr at Penberthy Dr
14. Luther St at Penberthy Dr
15. George Bush Dr at Barbara Bush Dr
16. Wellborn Rd at George Bush Dr Modification
17. Wellborn Rd at Southwest Parkway Modification
18. FM 60 & FM 2818
19. FM 2818-STA 261+50 to 273+50
20. FM 2818-STA 273+50 to 283+50
21. FM 2818-STA 283+50 to 295+00
22. George Bush Dr. & FM 2818
23. FM 2818-STA 307+00 to 319+00
24. Luther St & FM 2818
25. FM 2818-STA 341+00 to 352+00
26. Holleman Dr. & FM 2818
27. Jones Buttler Rd & FM 2818
28. FM 2818 & Waxwing Lane @ HEB
29. Message Boards & Itinerary
30.-45. TXDOT Standard Details

GENERAL NOTES:

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

DEPLOYMENT PLAN:

West Luther @ FM 2818 (half time)

- Close left turn lane NB FM 2818
- Close SB u-turn lane FM 2818.

West Luther @ Penberthy

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

Penberthy @ Lot 63 driveway

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

FM 2818 @ Stotzer Parkway (half time)

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

FM 2818 @ Holleman South

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

Wellborn Rd. @ University (half time)

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

Wellborn Road

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

Holleman @ Wellborn

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

George Bush Drive

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

City of College Station
Home of Texas A&M University

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

GENERAL NOTES
&
DEPLOYMENT PLAN

SHEET NO.
2A

DEPLOYMENT PLAN (Cont.)

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

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

George Bush @ FM 2818

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

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

George Bush @ Wellborn Rd.

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

REMOVAL PLAN

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

Crew #1

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

Crew #2&3

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

Crew #2

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

Crew #3

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

Crew #4

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

City of College Station
Home of Texas A&M University

KYLE FIELD - GAMEDAY 2024
TRAFFIC CONTROL PLAN

DEPLOYMENT PLAN (Cont.)
&
REMOVAL PLAN

SHEET NO.
2B

August 22, 2024
Item No. 6.9.
Atmos RRM Ordinance

Sponsor: Ross Brady, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the Atmos Mid-Tex 2024 Rate Review Mechanism (RRM) Ordinance.

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Staff respectfully recommends Council approve the ordinance.

Summary: The City, along with 181 other Texas cities served by Atmos, is a member of the Atmos Cities Steering Committee (ACSC). This committee reviews changes made to the rates Atmos charges its customers. In April 2024, Atmos proposed an increase to its rates which, across their entire service area, would generate an additional $196 million. The ACSC objected to this amount but acknowledged some increase was necessary in order for the company to cover costs. After negotiations, the two entities agreed to a system-wide increase amounting to an additional $164 million. The impact to an average residential customer in College Station will be an additional $5.52 per month, or 6.84%. The increase for an average commercial customer will be $13.39 per month, or 3.44%.

Budget & Financial Summary: There is no significant financial impact to the City.

Attachments:
1. Atmos Mid-Tex 2024 RRM Ordinance
2. Attachment 1_ CY23 MTX RRM - Tariffs
3. Attachment 2_ CY23 MTX RRM - Pension Benchmark

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of College Station, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2024 Atmos Mid-Tex filed its 2024 RRM rate request with ACSC Cities based on a test year ending December 31, 2023; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2024 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $164.7 million on a system-wide basis with an Effective Date of October 1, 2024; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $164.7 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2024 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $164.7 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2024 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2024.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 22.95 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 23.00 per month
Commodity Charge – All Ccf	$0.58974 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 81.75 per month
Rider CEE Surcharge	$ 0.00 per month[1]
Total Customer Charge	$ 81.75 per month
Commodity Charge – All Ccf	$ 0.19033 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.
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MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.6553 per MMBtu
Next 3,500 MMBtu	$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1029 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.6553 per MMBtu
Next 3,500 MMBtu	$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1029 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BI_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.52	0.1526	88.98	0.7485
Austin	8.87	0.1343	213.30	0.9142
Dallas	12.38	0.2024	185.59	1.0974
Waco	8.71	0.1219	130.62	0.7190
Wichita Falls	10.20	0.1394	117.78	0.6435

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2023

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2024 Willis Towers Watson Report as adjusted	$ 1,402,365	$ (1,146,665)	$ 2,186,549	$ (4,070,086)	$ 278,107	
2	Allocation Factor	45.93%	45.93%	82.00%	82.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 644,172	$ (526,717)	$ 1,792,929	$ (3,337,394)	$ 278,107	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 644,172	$ (526,717)	$ 1,792,929	$ (3,337,394)	$ 278,107	$ (1,148,903)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	81.70%	81.70%	38.85%	38.85%	11.24%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	$ 526,315		$ 696,536			$ 1,222,851
11	Total Post-Employment Benefit Plan		$ (430,349)		$ (1,296,547)		(1,726,896)
12	Total Supplemental Executive Benefit Plan					$ 31,256	31,256
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 526,315	$ (430,349)	$ 696,536	$ (1,296,547)	$ 31,256	$ (472,789)

August 22, 2024
Item No. 6.10.
Emergency field repairs to Veterans Park and Athletic Complex

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action to ratify a general services contract with Paragon Sports Constructors, LLC for emergency repairs to the fields at Veterans Park and Athletic Complex for an amount not to exceed $148,395.90.

Relationship to Strategic Goals:

Recommendation(s):

Summary: Veterans Park and Athletic Complex recently faced an unexpected challenge when a pack of feral hogs caused extensive damage to several fields. The incident significantly impacted Fields 4, 5, 6, 9, and 10, rendering them unusable. Parks crews closed the affected areas and collaborated with the local Game Warden to address the feral hog issue.

The timing of this setback was particularly critical, as the complex is scheduled to host the Aggieland Friendship Cup on August 24th and 25th. This soccer tournament attracts over 100 teams in the U10 to U19 age groups. Immediately following the tournament is the commencement of the regular user group fall season.

Staff acquired quotes to perform emergency repairs to the damaged fields. Paragon Sports Constructors, LLC submitted a quote in the amount of $148,395.90 and began work as soon as contracts were routed.

Budget & Financial Summary: Funds for the repairs are available in the Parks and Recreation Operations budget reflecting Budget Amendment #3 for 200,000.

Attachments:
1. 24300645--Paragon Sports Constructors
2. 24300645 Paragon Sports Contractrors, LLC

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 24300645 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Veteran's Park Field Damage Repairs

Name of Contractor: Paragon Sports Contractors, LLC

CONTRACT TOTAL VALUE: $ 148,395.90 **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)

This is classified as an emergency procurement because of unforeseen damage to public property (Exemption 252.022 (3)).

Funding available in account 10011140-5399

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

Kelsey Heiden — 8/9/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

8/9/2024
ASST CITY MGR – CFO — DATE

8/12/2024
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

Bryan C. Woods — 8/12/2024
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 SERVICES CONTRACT

This **General Services Contract** ("Contract") is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation ("City") and Paragon Sports Constructors, LLC ("Contractor"), collectively referred as the Parties, for the following project, Veteran's Park Field Damage Repairs, and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
PAYMENT, TERM, SPECIAL DEFINITIONS, AND INTERPRETATION

1.1 Consideration. In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Contractor's Completion of work in conformity with this Contract, as well as the non-monetary consideration in the form of the Contractor's representations, warranties, promises, and obligations contained in this Contract, the City shall pay the Contractor an amount not to exceed One Hundred Forty-Eight Thousand Three Hundred Ninety-Five **and 90/100 Dollars ($**148,395.90**).**

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

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

1.4 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services/Work by the following dates: NTP on 8/12/2024 with 10 days to complete.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.7 Interpretation.

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

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

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

ARTICLE II
CHANGE ORDER

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

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

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

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

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

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

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

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

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

ARTICLE IV
INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V
INDEMNIFICATION AND RELEASE

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

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

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

ARTICLE VI
GENERAL TERMS

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

6.2 Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COLLEGE STATION
Attn: Stephan Richardson
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
srichardson@cstx.gov

Paragon Sports Constructors, LLC

Attn: Gib Searight
5001 Saunders Rd
Ft. Worth, TX 76119
gsearight@paragon-sports.com

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

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

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

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

(a) **Boycott Israel.** If this Contract is for goods and services subject to § 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.

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

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

6.20 Default.

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

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

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

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

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

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

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

List of Exhibits

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

PARAGON SPORTS CONSTRUCTORS, LLC

By: _____
Title: VP of Operations

Printed Name: Bobby Killion
Date: 8/9/2024

CITY OF COLLEGE STATION

By: Bryan C. Woods
City Manager
Date: 8/12/2024

APPROVED:

_____
City Attorney
Date: 8/12/2024

_____
Assistant City Manager/CFO
Date: 8/9/2024

EXHIBIT A
SCOPE OF SERVICES/WORK

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

SEE ATTACHED PROPOSAL…

August 7, 2024

CITY OF COLLEGE STATION-VETERANS PARK DAMAGE REPAIRS
Attn: Stephan Richardson

Scope of Work-
PSC to provide labor, equipment and materials to repair damages to athletic fields

TASKS

1. PSC will fraise mow in and around the damaged area to level out and define edges of damage
2. PSC will bring in USGA sand to spread and even out the surface area
3. PSC will groom the sand, laser grade the entire affected area, and roll to create a firm base
4. PSC will apply pre-plant fertilizer and preemerge to aid in quicker rooting and prevent disturbed area from new weed incursion
5. PSC will sod the entire area with hybrid Tifway 419 bermudagrass and roll.

TOTAL RENOVATIONS AND REPAIRS **$148,395.90**

Exclusions

1. Sales Taxes. Customer to provide tax exempt certificate as needed
2. Liquidated Damages
3. Allowances
4. Permits
5. Rock excavation
6. Bleachers
7. Electrical, conduit and boxes
8. Bonds

Proposal Conditions & Qualifications

9. This proposal assumes PSC shall have clear and reasonable access to the work for equipment and materials.
10. PSC understands there may be more than one mobilization for this project.
11. This proposal assumes PSC standard wage rate for labor (Davis-Bacon or their Governmental wage scales are not included in the pricing above).
12. Due to continuing fluctuations in the cost of materials beyond our control, PSC reserves the right to verify material pricing prior to execution of a contract if a contract is not awarded within 60 days of the date of this proposal.
13. Unless specifically stated otherwise, this proposal assumes that all construction testing and third party inspection will be contracted and paid for by the owner or general contractor. PSC will coordinate inspections and make all work available for testing; PSC can provide a separate proposal for this work if desired.
14. Installation of irrigation heads and sod does not include grown in or maintenance of new grass

Insurance Policy Coverages

Workers Comp: Bodily Injury	$1,000,000 ea accident
Workers Comp: Disease	$1,000,000 policy limit
General Liability: General Aggregate	$2,000,000 policy limit
General Liability: Personal/Advert. Injury	$1,000,000 policy limit
General Liability: Each Occurrence	$1,000,000 policy limit
Additional Excess Umbrella	$5,000,000 policy limit

Gib Searight

Gib Searight, Manager, Natural Grass Division
817-366-6430

Accepted: Date:

EXHIBIT B
PAYMENT SCHEDULE

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

Schedule of Payment for each phase:

SEE ATTACHED PROPOSAL…

EXHIBIT C
CERTIFICATES OF INSURANCE

Client#: 1078787 PARAGSPO1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/08/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest Dallas /CL
14241 Dallas Pkwy STE 700
Dallas, TX 75254
214 443-3100

CONTACT NAME: Kara Kennady
PHONE (A/C, No, Ext): 214 443-3100 **FAX (A/C, No):** 214 443-3900
E-MAIL ADDRESS: kara.kennady@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Casualty Company	28665
INSURER B : Cincinnati Insurance Company	10677
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Paragon Sports Constructors, LLC
5001 Saunders Road
Fort Worth, TX 76119

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPP0650211	06/01/2024	06/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			EPP0650211	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP0650211	06/01/2024	06/01/2025	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		EWC0650214	06/01/2024	06/01/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Leased/Rented Equipment Installation Fltr			EPP0650211	06/01/2024	06/01/2025	$550,000 Per Occurence $550,00 Max Per Item $2,500,000 Per Project	

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

The General Liability and Auto Liability policies Include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Auto Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General Liability and Auto Liability policies (See Attached Descriptions)

CERTIFICATE HOLDER

City of College Station
PO BOX 9960, 1101 Texas Ave
College Station, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

contain a special endorsement with "Primary and Noncontributory" wording.
Umbrella Policy is Follow Form.

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 24300645 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Veteran's Park Field Damage Repairs

Name of Contractor: Paragon Sports Contractors, LLC

CONTRACT TOTAL VALUE: $ 148,395.90 **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)

This is classified as an emergency procurement because of unforeseen damage to public property (Exemption 252.022 (3)).

Funding available in account 10011140-5399

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

Kelsey Heiden — 8/9/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

8/9/2024
ASST CITY MGR – CFO — DATE

8/12/2024
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

Bryan C. Woods — 8/12/2024
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 SERVICES CONTRACT

This **General Services Contract** ("Contract") is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation ("City") and Paragon Sports Constructors, LLC ("Contractor"), collectively referred as the Parties, for the following project, Veteran's Park Field Damage Repairs, and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
PAYMENT, TERM, SPECIAL DEFINITIONS, AND INTERPRETATION

1.1 Consideration. In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Contractor's Completion of work in conformity with this Contract, as well as the non-monetary consideration in the form of the Contractor's representations, warranties, promises, and obligations contained in this Contract, the City shall pay the Contractor an amount not to exceed One Hundred Forty-Eight Thousand Three Hundred Ninety-Five **and 90/100 Dollars (**$148,395.90**).**

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

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

1.4 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services/Work by the following dates: NTP on 8/12/2024 with 10 days to complete.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.7 Interpretation.

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

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

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

ARTICLE II
CHANGE ORDER

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

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

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

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

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

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

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

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

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

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

ARTICLE IV
INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V
INDEMNIFICATION AND RELEASE

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

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

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

ARTICLE VI
GENERAL TERMS

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

6.2 Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COLLEGE STATION
Attn: Stephan Richardson
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
srichardson@cstx.gov

Paragon Sports Constructors, LLC

Attn: Gib Searight
5001 Saunders Rd
Ft. Worth, TX 76119
gsearight@paragon-sports.com

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

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

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

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

(a) **Boycott Israel.** If this Contract is for goods and services subject to § 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.

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

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

6.20 Default.

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

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

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

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

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

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

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

List of Exhibits

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

PARAGON SPORTS CONSTRUCTORS, LLC

By: _____
Title: VP of Operations

Printed Name: Bobby Killion
Date: 8/9/2024

CITY OF COLLEGE STATION

By: Bryan C. Woods
City Manager
Date: 8/12/2024

APPROVED:

_____
City Attorney
Date: 8/12/2024

_____
Assistant City Manager/CFO
Date: 8/9/2024

EXHIBIT A
SCOPE OF SERVICES/WORK

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

SEE ATTACHED PROPOSAL…

August 7, 2024

CITY OF COLLEGE STATION-VETERANS PARK DAMAGE REPAIRS
Attn: Stephan Richardson

Scope of Work-
PSC to provide labor, equipment and materials to repair damages to athletic fields

TASKS

1. PSC will fraise mow in and around the damaged area to level out and define edges of damage
2. PSC will bring in USGA sand to spread and even out the surface area
3. PSC will groom the sand, laser grade the entire affected area, and roll to create a firm base
4. PSC will apply pre-plant fertilizer and preemerge to aid in quicker rooting and prevent disturbed area from new weed incursion
5. PSC will sod the entire area with hybrid Tifway 419 bermudagrass and roll.

TOTAL RENOVATIONS AND REPAIRS **$148,395.90**

Exclusions

1. Sales Taxes. Customer to provide tax exempt certificate as needed
2. Liquidated Damages
3. Allowances
4. Permits
5. Rock excavation
6. Bleachers
7. Electrical, conduit and boxes
8. Bonds

Proposal Conditions & Qualifications

9. This proposal assumes PSC shall have clear and reasonable access to the work for equipment and materials.
10. PSC understands there may be more than one mobilization for this project.
11. This proposal assumes PSC standard wage rate for labor (Davis-Bacon or their Governmental wage scales are not included in the pricing above).
12. Due to continuing fluctuations in the cost of materials beyond our control, PSC reserves the right to verify material pricing prior to execution of a contract if a contract is not awarded within 60 days of the date of this proposal.
13. Unless specifically stated otherwise, this proposal assumes that all construction testing and third party inspection will be contracted and paid for by the owner or general contractor. PSC will coordinate inspections and make all work available for testing; PSC can provide a separate proposal for this work if desired.
14. Installation of irrigation heads and sod does not include grown in or maintenance of new grass

Insurance Policy Coverages

Workers Comp: Bodily Injury	$1,000,000 ea accident
Workers Comp: Disease	$1,000,000 policy limit
General Liability: General Aggregate	$2,000,000 policy limit
General Liability: Personal/Advert. Injury	$1,000,000 policy limit
General Liability: Each Occurrence	$1,000,000 policy limit
Additional Excess Umbrella	$5,000,000 policy limit

Gib Searight

Gib Searight, Manager, Natural Grass Division
817-366-6430

Accepted: Date:

EXHIBIT B
PAYMENT SCHEDULE

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

Schedule of Payment for each phase:

SEE ATTACHED PROPOSAL…

EXHIBIT C
CERTIFICATES OF INSURANCE

Client#: 1078787 PARAGSPO1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/08/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest Dallas /CL
14241 Dallas Pkwy STE 700
Dallas, TX 75254
214 443-3100

CONTACT NAME: Kara Kennady
PHONE (A/C, No, Ext): 214 443-3100 **FAX (A/C, No):** 214 443-3900
E-MAIL ADDRESS: kara.kennady@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Casualty Company	28665
INSURER B : Cincinnati Insurance Company	10677
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Paragon Sports Constructors, LLC
5001 Saunders Road
Fort Worth, TX 76119

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPP0650211	06/01/2024	06/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			EPP0650211	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP0650211	06/01/2024	06/01/2025	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		EWC0650214	06/01/2024	06/01/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Leased/Rented Equipment Installation Fltr			EPP0650211	06/01/2024	06/01/2025	$550,000 Per Occurence $550,00 Max Per Item $2,500,000 Per Project	

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

The General Liability and Auto Liability policies Include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Auto Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General Liability and Auto Liability policies (See Attached Descriptions)

CERTIFICATE HOLDER

City of College Station
PO BOX 9960, 1101 Texas Ave
College Station, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

contain a special endorsement with "Primary and Noncontributory" wording.
Umbrella Policy is Follow Form.

August 22, 2024
Item No. 7.1.
Recreation Center Market Analysis & Survey Update

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a presentation and update on the Recreation Center Market Analysis and Survey.

Relationship to Strategic Goals:
Core Services and Infrastructure, Diverse and Growing Economy

Recommendation(s): n/a

Summary: Presentation and update on the Recreation Center Market Analysis and Survey.

Budget & Financial Summary: n/a

Attachments:
None

August 22, 2024
Item No. 8.1.
2025 Tax Rate Public Hearing

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, possible action, and discussion on the City of College Station 2025 advertised ad valorem tax rate of $0.513086 per $100 valuation resulting in an increase in tax revenues.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Hold public hearing and receive citizen input on the tax rate.

Summary: The governing body of a taxing entity may not adopt a tax rate that exceeds the lower of the voter-approval rate or the no-new revenue tax rate until the governing body has held a public hearing on the proposed tax rate.

The City Council announced it would hold a public hearing on a tax rate of $0.513086 per $100 assessed valuation. This is the same tax rate as the 2024 tax rate.

The notice of this public hearing was placed in the Eagle, as well as on the City's internet site, and the City's television channel.

The City Council will vote on the tax rate on Thursday, August 22 at 6:00 PM.

Budget & Financial Summary: The public hearing tax rate of $0.513086 per $100 assessed valuation will generate approximately $73.1 million in taxes. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:
None

August 22, 2024
Item No. 8.2.
FY25 Budget Adoption

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2024-2025 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the proposed 2024-2025 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Summary: There are two actions in this agenda item.

First is the consideration of the 2024-2025 proposed budget. The City Council received the proposed budget on July 8, 2024 and held budget workshops on July 15th and 16th. The City Council held a public hearing on the proposed budget on July 25th.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax revenue increase reflected in the budget. House Bill 3195 amended the local government code, requiring the following:

"(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."

The proposed budget will result in additional property tax revenues over last year of approximately $3.0 million.

The proposed tax rate is $0.513086 per $100 assessed valuation is the same rate as in FY24.

Budget & Financial Summary: The following is an overall summary of the proposed budget with workshop revisions.

Subtotal Operation and Maintenance:	$366,160,031
Subtotal Capital:	174,351,642
Total Proposed Budget:	$540,511,673

Attachments:

1. Appendix A Ordinance - FY25 Budget FINAL

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE 2024-2025 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, a proposed budget for the fiscal year October 1, 2024 to September 30, 2025, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

WHEREAS, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.

PART 2: That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal and budgetary policy statements of the City.

PART 3: The governing body, the City Council, has authorized the City Manager, through the budget ordinance, to assign fund balance. Assignments, unlike commitments, are not permanent and a formal action is not required for the removal of an assignment. Finally, assignments may not result in a deficit in Unassigned Fund Balance. *Assigned Fund Balance* includes amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed.

PART 4: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are $100,000 or less; to exercise, approve and execute all contract renewal options for approved contracts, subject to and contingent upon appropriation of sufficient budgeted funds by the City, to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document or in accordance with the applicable Finance administrative procedure. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 5: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments and within any other fund of the City.

PART 6: That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to approve and execute contracts and documents authorizing the payment of funds, and to expend public funds that have been expressly designated, approved, and appropriated in this budget for new and replacement equipment as set out in the 2024-25 Fiscal Year Fleet and Equipment Replacement Funds, and technology related hardware and software as set out in **Attachment "A"** to this Ordinance.

PART 7: That this ordinance shall become effective immediately after passage and approval.

PASSED AND APPROVED THIS 22ND DAY OF AUGUST 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

ATTACHMENT A

2024-25 FISCAL YEAR FLEET AND EQUIPMENT REPLACEMENT FUNDS AND TECHNOLOGY RELATED HARDWARE AND SOFTWARE

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Scheduled Replacement/Repair/Additions			
Replacement Computers	200	2,200	440,000
Replacement Scanners			13,000
Printer replacement Parts			3,000
PC Replacement Parts (Video Cards, Hard Drive & Memory)			5,000
Replacement Public Safety Mobile Data Terminals	5	6,000	30,000
Replace single server	3	15,000	45,000
Server replacement parts			10,000
Server OS replacement/upgrade			40,000
SQL Std	8	8,500	68,000
Replacement UPS battery/units			109,400
Estimated Additional Desktop Software Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition, Project, Visio, Vstudio.net, AutoCAD, Crystal, Corel Draw			35,000
Computer Network Maint. and Equipment Replacement			40,000
Motorola Radio Repair/Replacement			37,000

Telephone Repair/Replacement			20,000
Fiber ring expansion			225,000
Subtotal - Scheduled Replacement			**$1,120,400**
Service Level Adjustments			
Rubrik			200,117
Host Servers (2)			108,000
Aerial Imagery			162,500
Subtotal - Service Level Adjustments			**$470,617**
Unscheduled Replacements/Additions			
Estimated Additional Computer setups not identified specifically in budget includes but not limited to: Monitor, network card, extended warranty, added memory	75	1,800	135,000
Estimated Standard Desktop Software not identified specifically in budget Includes but not limited to: Microsoft Office , Trend, Microsoft Windows client access license, Novell ZenWorks and other subscriptions			30,000
Estimated Additional Desktop Software Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop,Illustrator, Premier, Audition Project, Visio, Vstudio.net, AutoCAD, Crystal, Corel Draw, Cognos			20,000
Estimated Additional Printers/Plotters			12,000
Estimated Computer misc. parts includes: hard drives, network cards, network cables			10,000
Estimated Monitor upgrades includes: larger than standard			12,500
Estimated Additional Scanners	20	800	16,000

Estimated Additional Laptops/Toughbooks	65	1,800	117,000
Estimated Network Upgrades			20,000
Estimated Motorola Radio Repair/Replacement			10,000
Sub-Total Unscheduled Replacement/Additions			**$382,500**
Phone System Maintenance			
Cisco_SmartNet Maintenance			68,000
Subtotal - Phone System Maintenance			**$68,000**
Network Software on Master License Agreement (MLA)			
Microsoft Enterprise Agreement			100,000
Added M365 additional licenses and services			330,000
Solarwinds			15,000
Rubrik			130,606
VMWARE support through VMWare	38	1,400	53,200
Vcenter Support	2	1,499	2,998
City Works Premium License			110,250
Faster Maintenance			18,000
CTWP Copiers			52,300
UBEO Plotters			17,300
Subtotal - Network Software on MLA			**$829,654**
PC Hardware and Software Maintenance/Subscriptions			
HP Printer/Plotter Maintenance			1,500
AutoCAD			17,000

Adobe Creative Suite			15,000
Adobe Pro			10,000
Barracuda Spam/Spyware			33,000
Firewall Maintenance			97,000
Aruba Maintenance			7,000
Everbridge Paging Subscription			42,500
Siemens Access Control System			32,000
Subtotal - PC Software Maintenance			**$255,000**
IBM Hardware and Software Maintenance			
Hardware Maintenance (2 power 7's)			15,000
Power 7 Software Subscription and Support	2	9,000	18,000
Subtotal - IBM Hardware and Software Maintenance			**$33,000**

Grand Total $3,159,171

August 22, 2024
Item No. 8.3.
2025 Ad Valorem Tax Rate Adoption

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discusion, and possible action on approval of an ordinance adopting the City of College Station 2024-2025 ad valorem tax rate of $0.513086 per $100 assessed valuation, the debt service portion being $0.211441 per $100 assessed valuation and the operations and maintenance portion being $0.301645 per $100 assessed valuation.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends Council adopt the tax rate of $0.513086 per $100 assessed valuation.

Summary: On August 8th, the City Council discussed the tax rate and called a public hearing on a tax rate of $0.513086. This is the same tax rate as 2024.

The tax rate must be adopted as two separate components – one for Operations and Maintenance and one for Debt Service.

$0.301645	O&M
$0.211441	Debt Service
$0.513086	Total Tax Rate

This is the tax rate that was used to prepare the proposed budget. If the City Council adopts a tax rate lower than the proposed rate, the budget will have to be amended and reduced.

Current Tax Rate:	$0.513086
No New Revenue Tax Rate:	$0.499960
Voter Approved Tax Rate:	$0.521442
Proposed Tax Rate:	$0.513086

Budget & Financial Summary: The proposed tax rate of $0.513086 per $100 assessed valuation will generate approximately $73.1 million. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:
1. Appendix A - Ad Valorem Ordinance - FY24-25 - FINAL

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2024-25 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION I. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2024-25 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of **fifty-one and thirty hundredths and eighty-six thousand cents ($0.513086) on each one hundred dollar ($100.00)** valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), **thirty and sixteen hundred and forty-five thousand cents ($0.301645) on each one-hundred-dollar ($100.00)** valuation of property; and

2. For the general obligation debt service (Debt Service Fund), is **twenty-one and fourteen hundred and forty-one thousand cents ($0.211441) on each one hundred dollars ($100.00)** valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

SECTION III. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

SECTION IV. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS 22ND DAY OF AUGUST 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

August 22, 2024
Item No. 8.4.
FY25 Fee Resolution

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, possible action, and discussion on a resolution adopting fees, rates, and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve the resolution adopting the Fees, Rates and Charges for Fiscal Year 2025.

Summary: All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. Each year with the budget the Council adopts a new resolution to keep the fees, rates, and charges current.

Budget & Financial Summary: Detail of revenue history and budget estimates by major fund can be found in the Fiscal Year 2025 budget document at Appendix D.

Attachments:
1. FY 24-25 Fee Resolution - v3 FINAL 08.05.24
2. Fee Resolution Summary for Council

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), ESTABLISHING THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 "ADMINISTRATION", ART. V. "FINANCE", DIV. 2 "FEES, RATES AND CHARGES" OF THE CODE OF ORDINANCES; AND REPEALING PRIOR FEES, RATES AND CHARGES FOUND RESOLUTIONS AND AMENDMENTS AND REPEALING PRIOR RESOLUTIONS AND AMENDMENTS ESTABLISHING ANY FEES, RATES OR CHARGES.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 "Administration", Art. V. "Finance", Div. 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

PART 1: That the City Council has approved, authorized and established the fees, rates and charges as provided by Chapter 2 "Administration", Art. V. "Finance", Div. 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas, and as shown in **Exhibit A, "Fees, Rates and Charges"**.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, "Fees, Rates and Charges"** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART 3: That the City Council hereby repeals all prior resolutions and amendments establishing any fees, rates or charges as are established in **Exhibit A, "Fees, Rates and Charges".**

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this 22nd day of August, 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A
FEES, RATES AND CHARGES

CHAPTER 2: ADMINISTRATION

1. Article V. Finance
Division 2. Fees, Rates and Charges

a. Sec. 2-118. Service fees.

i. Service fees established.

1. The fee for a payment by a card for a fee, fine, court cost, or other charge shall be set as **$3.00** per transaction.
2. Returned check fee to pay any amount - **$25.00**
3. Credit Card Charge Back Fee - **$25.00**
4. Notary Public fee per document **- $6.00**

b. Sec. 2-119. Police Department Services.

i. Police Escorts. **$50.00** per hour per each officer.
ii. Livestock Permit Fee. – **$35.00**

c. Sec. 2-120. Fire Department Services

i. Requests for incident reports prepared by the Fire Department.
ii. Mileage charges for Fire Department services outside the City limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus **$20.00** for travel time.
iii. Fire Department inspections of day care centers. - **$50.00**
iv. Fire Department inspections of foster homes. - **$30.00**
v. Fire Department inspections of nursing home facilities. - **$150.00**
vi. Fire Department inspections of health care facilities. - **$150.00**
vii. Fire Department Alternative Fire Suppression Systems Permit- **$100**
viii. Access Control tied to Fire Alarm Permit **- $100**
ix. Fire Department Fire Alarm Permit. **$100.00** for up to 25 devices. Additional devices after are **$2.00** per device. Any additional inspections are **$75.00** per hour with a 2-hour minimum paid in advance. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes will be permitted per building up to 4 floors.
x. Fire Department underground fire lines permit. - **$150.00**
xi. Fire Department Fuel tank Permit **$100.00**
xii. Fuel line leak testing performed by the Fire Department. - **$100.00**
xiii. Fire Department Fire sprinkler system Permit. **$125.00** for up to 100 heads. Additional heads after 100 are **$1.00** per head. Any additional inspection on the same system is **$125.00** per inspection. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes are permitted per building up to 4 floors.
xiv. Fire Department inspections of a hospital- **$250.00**

xv. Annual life safety inspections, after the second re-inspection a **$150** re-inspection fee will be assessed on each inspection thereafter.

xvi. Fire Department Burn Permit Fee – Ten Day Commercial Burn Permit **$500.00** and Ten Day Residential Burn Permit **- $50.00**

xvii. Fire Department after hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **$75.00 per hour, per inspector with a two-hour minimum charge.**

xviii. Fire Department Stand by for special events **$50 per hour per person (2 person minimum)**

xix. The provision of emergency medical services basic life support (BLS) with transportation. - **$1,200.00** base fee plus **$19.00** per loaded mile

xx. The provision of emergency medical services advanced life support (ALS1) with transportation. - **$1,400.00** base fee plus **$19.00** per loaded mile

xxi. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation. - **$1,650.00** base fee plus **$19.00** per loaded mile

xxii. The provision of emergency medical services specialty care transport (SCT) from one medical facility to another medical facility. - **$1,700.00** base fee plus **$19.00** per loaded mile

xxiii. The provision of fire and emergency medical services for non-residents without transportation. - **$250.00**

xxiv. Administrative fees and reimbursement fees for supplies and medications.

1. The provision of BLS, ALS1 or ALS2 services with transportation when oxygen is used shall be charged a **$130.00** supply fee to cover oxygen costs.
2. The provision of BLS services with transportation shall be charged a **$200.00** supply fee to cover single patient use items.
3. The provision of ALS1 or ALS2 services with transportation shall be charged a **$400.00** supply fee to cover single patient use items.

xxv. Hazardous Materials incidents

1. Level I response - Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.

   $300 per hour with a 1-hour minimum plus consumables at market value.
2. Level II response - Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decontamination center. **$600** per hour with a 2-hour minimum plus consumables at market value.

xxvi. Mobile Food Vendor Permit. **-$100.00**

xxvii. Hot Work Permit. - **$100.00**

xxviii. Emergency Access Gate Permit. **-$50.00**

d. Sec. 2-122. Planning and Development Services Department.

The development application and permit fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

i. Building permit fees for structures requiring a building permit:

1. Building Permit Fee Schedule

2. RESIDENTIAL

Single-Family or Duplex Permits	
Permit Types	**Permit Fee**
New Single-Family or Duplex Building	$0.72 per square foot
Accessory: Living Quarters or Pool House	$0.72 per square foot; $123 minimum
Accessory: All Other	$0.54 per square foot; $61 minimum
Mechanical Change-Outs	$92
Mechanical Permit	$53 minimum for the first 1,000 square feet of building area plus $0.03 per square foot over 1,000 square feet
Remodel or Addition	$0.72 per square foot; $123 minimum
Re-Roof	$92

Multi-Family Permits	
Permit Types	**Permit Fee**
New Multi-Family Building	$0.44 per square foot
Accessory: All Other	$0.54 per square foot; $61 minimum
Mechanical Change-Outs	92 incorrect @ $90
Mechanical Permit	$53 minimum for the first 1,000 square feet of building area plus $0.03 per square foot over 1,000 square feet
Remodel or Addition	$0.44 per square foot; $123 minimum
Re-Roof	$184

4. COMMERCIAL PERMITS

Commercial Permit Types	Permit Fee
New Commercial Building	Permit Fee Schedule
Remodel, Addition, or Accessory	Permit Fee Schedule
Mechanical and Mechanical Change-Outs	$39 minimum for the first $1,000 valuation, plus $6.55 for each additional $1,000 valuation, or fraction thereof
Mechanical Vent Hood	$92
Mechanical Walk-In Cooler	$92
Re-Roof Permit	$184
Window Replacements	Permit Fee Schedule $123 Minimum

5. PERMIT FEE SCHEDULE

Estimated Building Construction Valuation	Permit Fee
$0 to $50,000	$39 for the first $1,000 valuation plus $6.55 for each additional $1,000 valuation, or fraction thereof, up to $50,000 valuation
$50,001 to $100,000	$360 for the first $50,000 valuation plus $5.20 for each additional $1,000 valuation, or fraction thereof, up to $100,000 valuation
$100,001 to $500,000	$621 for the first $100,000 valuation plus $3.90for each additional $1,000 valuation, or fraction thereof, up to $500,000 valuation
$500,001 and up	$2,190 for the first $500,000 valuation plus $2.65 for each additional $1,000 valuation thereafter

6.

7. MISCELLANEOUS PERMITS

Banner Permit	$275
Construction Board of Adjustments	$667
Contractor Registration	$78
Demolition Permit	$65
Driveway Permit	$65
Electrical Permit	$53 minimum for the first 1,000 square feet of building area plus $0.03 per square foot over 1,000 square feet

Electrical Repair or Alteration	$52
Inspections After Hours (anytime other than M-F, 8-5)	$96
Irrigation Permit	$39
Location Permit	$65
Moving Permit	$131

Plumbing Permit Base Fee	$39
Plumbing Fixtures (includes sinks, lavatories, water heaters, tubs, showers, urinals, water closets, bidets, drinking fountains, floor drains, dishwashers, oil/sand traps, link traps, grease traps, machines, etc.)	$6.55
Sewer Line (new or replacement)	$6.55
Water Line (new or replacement)	$6.55
Storm Sewer Line (new or replacement)	$6.55
Plumbing Gas Permit Base Fee	$39
Gas Piping (up to four gas outlets)	$6.55
Gas Piping (each gas outlet over four)	$1.30
Pool Permit	Permit Fee Schedule
Portable Storage Container Permit	$65
Reinspection (applies to all inspections)	$128
Sign Permit (includes Grand Opening; excludes Banners)	$199
Solar Panels – Residential	$675
Solar Panels – Commercial	$798
Tank Permit (fuel and water tanks, fuel dispensing systems)	Permit Fee Schedule
Temporary Power Pole: College Station Utilities (includes connection)	$98
Temporary Power Pole: Bryan Texas Utilities	$39
Temporary Power Pole: Entergy	$39
Tent Permit	Permit Fee Schedule
Window Replacements (Residential)	$123

Planning and Development Services Fees as Authorized by Appendix A-12-3.2- C-3.

Abandonment – Easement or ROW		$980
Administrative Adjustment		$131
Alternative Parking Plan		$131
Comprehensive Plan Amendment		$1,621
Conditional Use Permit		$1,621
Design Review Board		$497
Development Permit/Public Infrastructure Review and Inspection Fee		$767.11 minimum + below
	Water	$178.28 per 100 Linear Feet
	Sewer	$139.65 per 100 Linear Feet
	Storm	$159.45 per 100 Linear Feet
	Street	$555.62 per 100 Linear Feet
	Sidewalk	$317.92 per 100 Linear Feet
Lift Station Review and Inspection		$3,214.54
Final Plat or Development Plat		$1,294
Final plat (minor or amending)		$980
Waiver or Variance – Subdivision Regulations		$327
Non-Residential Architectural (NRA)		$497
Preliminary Plan		$1,294
Reinspection (applies to all inspection types)		$128
Rezoning (Including PDD and P-MUD)		$1,621
PDD Amendment - P&Z and Council Review		$444
PDD Amendment - Staff Review Only		$248
Site Plan		$1,294
Minor Site Plan		$497
Written Interpretation		$157
Zoning Board of Adjustment		$497
Zoning Letter		$131

a. Sec. 2-123. City Facility Use Fees

The fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. The City Manager may set the fees, rates, or charges to use any City Facility that is not covered by the Code of Ordinances.

b. 1207 Visitor Center and Event Space user fees, rates, and charges.

User Fee up to 4 hours	$2,000
User Fee up to 8 hours	$3,000
Refundable Security Deposit	50% of applicable User Fee
Event Ticket Sales	10% of gross ticket sales
Use of City Staff for Set-Up, Take Down, Clean-up or Security,	Applicable fully loaded direct costs for personnel utilized for actual time incurred

FEES, CHARGES AND RATES NOT LISTED IN FINANCE SECTION OF CODE OF ORDINANCES:

CHAPTER 6: ANIMALS

1. Article I. In General

a. Sec. 6-116(1). Requirements for owner of a dangerous dog.

i. Registration. Register the dangerous dog with the Animal Control Authority and pay an annual registration fee of **$500.00** for the first year and a **$250.00** re-registration fee thereafter unless such dog has violated one or more provisions of this chapter during the previous year, in which case an annual renewal registration fee of **$500.00** shall be assessed as established in Section 2-117.

b. Sec. 6-150(c). Rabbits.

i. Permit requirements. The following is required to be issued a permit for keeping of rabbits in a single-family residential zone: payment of a fee as may be established in Section 2-117. - **$35.00**

c. Sec. 6-151(c). Ferrets.

i. Permit requirements. The following is required to be issued a permit for ferrets: payment of a fee as may be established in Section 2-117. - **$35.00**

CHAPTER 8: BUSINESSES

1. **Article III. Credit Access Businesses**
   Division 2. Registration

   a. **Sec. 8-81. Required.**
      i. A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business. A fee of **$50.00**, which may be amended from time to time by resolution or ordinance is established for each physically separate credit access business within the City limits.

2. **Article IV. Gravediggers**
   Division 2. License

   a. **Sec. 8-145. Gravediggers.**
      i. A person who seeks a license hereunder shall apply to the City Secretary on a form furnished for such purpose. Upon meeting the qualifications and requirements of this division, such person shall be issued a license by the City Secretary. Each new applicant shall pay an application fee of **$100.00**. Each licensee must pay a yearly renewal fee of **$25.00**. All yearly fees and proof of insurance are due by March 15. A license shall be effective for a period of one year from the date of issuance or until the set renewal date of March 15.

3. **Article V. Home Solicitation**
   Division 2. Home Solicitor Registration

   a. **Sec. 8-210(b). Application; fee; expiration; non-transferability; material changes.**
      i. Application filed under this section must be accompanied by a nonrefundable registration fee of **$50.00**.
      ii. Renewal Application filed under this section must be accompanied by a nonrefundable registration fee of **$25.00.**
      iii. Identification badge fee - **$10.00.**

   b. **Sec. 8-211(d). Issuance, denial, and display of registration; identification badge.**
      i. If a City-issued home solicitor's identification badge is lost, mutilated, or destroyed, the City Manager or designee shall issue the registrant a duplicate identification badge upon payment of a **$10.00** duplicate badge fee.

   Division 3. Itinerant Vendor Permit

   a. **Sec. 8-235(d). Required; application.**
      i. An application for an I-Vendor permit shall be accompanied by a fee of **$65.00**

4. **Article VI. Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events**
   Division 2. Permit

   a. **Sec. 8-296. Fees.**
      i. **Application.** The applicant shall pay a nonrefundable application fee established in Section 2-117 upon submission of an application to the City. The application fee may be waived for a nonprofit association holding an event. The application fee shall not be waived for any event involving alcohol sales and/or consumption. **- $261.00**
      ii. **Re-inspection fee**. If the event is not operated on consecutive calendar days, the City shall re-inspect the premises as provided herein. A re-inspection fee of **$65.00** shall be paid by the applicant to the City to cover the cost of each re-inspection.

5. **Article VII. Secondhand Dealers**
   Division 2. Permit

   a. **Sec. 8-361(a). Issuance, fee.**
      i. Upon receipt of the application, the City Accounts Receivable Fiscal Services Department shall issue a permit upon the payment of a fee established by the City Council in Section 2-117; provided, however, no permit shall be issued to any applicant who has been found guilty of a criminal offense against property defined in Texas Penal Code title 7 (Texas Penal Code ch. 28 et seq.) by a court of competent jurisdiction within the preceding five years. Permits issued hereunder shall be valid for a period of one year from the date of issuance thereof.

6. **Article VIII. Mobile Food Vendors**
   Division 2. Permit

   a. **Sec. 8-418. Permit.**
      i. The application fee for a mobile food vendor permit shall be **$654.00**. Each mobile food vendor unit shall be permitted separately. Mobile food vendor permits shall be valid for one year from the date of permit issuance.
      ii. Upon renewal, the applicant must provide a new complete application, payment of a **$327.00** renewal fee, and new permitting documentation. The applicant must submit the application and renewal fee within 30 days after expiration of the permit or must reapply as a new applicant.
      iii. The application fee for a concession cart shall be **$327.00** for initial application, and a renewal fee of **$131.00.**

7. Article XI. Taxicabs
Division 2. Service License

a. Sec. 8-588(c). Application.

i. Each application shall be accompanied by a non-refundable license fee of **$50.00** per taxicab license service to defray the expense of carrying out the provisions of this section.

Division 3. Driver Permit

b. Sec. 8-619(b). Fee generally; issuance; term.

i. The annual fee for driver's permits issued prior to June 30 shall be **$10.00**. Fees for permits issued on June 30 or there after shall be **$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

c. Sec. 8-620. Term; expiration; renewal.

i. The term of all permits shall be for not more than one year with expiration on December 31. Renewals shall be applied for in the same manner as specified for the original permit. Renewal permits may be issued during the month of December for expiration on December 31 of the following year. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

Division 4. Vehicle Permit

d. Sec. 8-650. Fees.

i. The annual fee for vehicle permits issued prior to June 30 shall be **$10.00**. Fees for permits issued on June 30 or there after shall be **$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

ii. The annual fee for vehicle permits issued prior to June 30 shall be established in Section 2-117. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a fee established in Section 2-117. **$50.00**

e. Sec. 8-654. Reinstatement of suspended permit; fee.

i. Vehicle permits suspended because of failure to comply with the requirements of Section 8-649(b) may be reinstated as soon as the vehicle is brought back into compliance with Section 8-649(b). Application for such reinstatement shall be made in writing to the City on the form provided by the City. The non-proratable fee for such reinstatement shall be **$5.00**.

8. Article XII. Pedicabs
Division 2. License and Permit
Subdivision II. License

a. Sec. 8-742. License fee.
i. Each application must be accompanied by a non-refundable license fee **$50.00**.

Subdivision III. Permit

b. Sec. 8-774(c). Pedicab Permits.
i. Fees. The annual fee for pedicab permits issued prior to June 30th shall be **$10.00**. Fees for permits issued on June 30th or there after shall be **$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

c. Sec. 8-775(d). Revocation and suspension of pedicab permit.
i. Reinstatement of suspended permit and fee. Pedicab permits suspended because of failure to comply with the requirements of this article may be reinstated as soon as the pedicab is brought back into compliance. Application for such reinstatement shall be made in writing to the City on the form provided by the City. The fee for reinstatement shall be **$5.00**.

Division 3. Driver Permit

d. Sec. 8-806. Fee.
i. The fee for driver permits issued prior to June 30th shall be **$10.00**. Fees for permits issued on June 30th or there after shall be **$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

9. Article XIII. Shared Micromobility
a. Sec. 8-824. Fees and Costs.
i. Permit Application Annual Fee. **$920.00**.
ii. Permit Renewal Fee. **$460.00.**
iii. Removal, Impoundment, and/or Relocation Fee. A shared mobility operator shall be assessed a **$153.00** for each bike removed, impounded, or relocated.
iv. Abandonment Fee. Escrow balance to remain with the City for continued operations $**5,486.00.**

CHAPTER 10: CEMETERIES

1. Article II. City Owned or Maintained Cemeteries

a. Sec. 10-25(e). Purchase options.

i. Price. The price of all spaces in the City cemeteries shall be established as:

CEMETERY FEES		*FY 2025*
1. College Station Cemetery:		
	Standard Space	$1,750
	Cremate Space	$440
	Infant Space	$220
2. Memorial Cemetery of College Station:		
Municipal Section:	Standard Space	$1,750
(Single / Double)	Columbaria Niche	$825 / $1445
	Infant Space	$220
Aggie Field of Honor:	Standard Space	$3,250
(Single / Double)	Columbaria Niche	$1,650 / $3000
3. Grave Opening and Closing Fee		$150
4. Mark the Grave and Set the Monument		$100
5. Memorial Bench Set Fee		$100
6. Cemetery Deed Filing Fee		Up to $34

CHAPTER 12: EMERGENCY MANAGEMENT AND EMERGENCY SERVICES

1. **Article III. Ambulances**
   Division 2. Permit

   a. **Sec. 12-79(a). Permit fees, conditions and renewal.**
      i. The fee for the permit required in Section 12-77 shall be **$500.00 per company and $150.00** per ambulance, and all permits issued under this division shall terminate on December 31 of each year. Such permits may be renewed by paying the permit fee and submitting proof of current Texas Department of Health Services license and liability requirements as provided in section 12-78, and other documentation required by the EMS Chief.

2. **Article IV. Alarm Systems**

   a. **Sec. 12-113(b). False alarms.**
      i. An alarm user or subscriber shall be allowed three false alarms in a preceding 12-month period without penalty. After this, a user or subscriber shall be assessed a fine fee based on the following schedule established in Section 2-117.

      ii. Police Department Number of False Alarms Fine
         1. 1—3 false alarms **$0.00**
         2. 4—5 false alarms **$50.00** for each false alarm
         3. 6—7 false alarms **$75.00** for false alarm
         4. 8 or more false alarms **$100.00** for each false alarm

      iii. Fire Department Number of False Alarms
         1. 1—3 false alarms **$0.00**
         2. 4—5 false alarms **$85.00** for each false alarm
         3. 6—7 false alarms **$110.50** for false alarm
         4. 8 or more false alarms **$145.00** for each false alarm

CHAPTER 14: ENVIRONMENT AND NATURAL RESOURCES

1. Article II. Oil and Gas
Division 2. Production Permits
Subdivision I. In General

a. Sec. 14-58. Permit application generally.

i. A permit application shall include Application fee as set by Council resolution established in Section 2-117.

b. Sec. 14-67(b). Permit period and renewal.

i. The operator will submit an application form for a renewal permit no later than 30 days before the expiration of the operator's permit, and indicate in the application what changes are requested at the oil or gas operations site. An inspection and renewal fee established in Section 2-117 shall be paid at the time of reapplication. The operator recognizes the reclassification of a permit from rural to urban may occur due to adjacent development. **$7,922.00**

ii. Application requirements. Renewal applications shall include any of the following items which have changed since the original permit application, which shall be current and updated, as applicable, to cover the renewal period:

1. Renewal application fee as set by Council resolution established in Section 2-117. **$2,641.00**

Subdivision II. Permit Types and Requirements

a. Sec. 14-99(b). Urban permit.

iii. Notice. Before consideration of an urban permit application by the City Council, the City Engineer shall cause the following notices of public hearing to be issued, at the operator's expense, no later than two weeks before the regular Council meeting in which the public hearing will be held:

1. Notice of the public hearing shall be published in a newspaper of general circulation in the City.

2. Notice of the public hearing shall be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **$5.25** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public the consent form acceptable to the City.

b. Sec. 14-100(a). Rural permit.

i. Notice. Before final consideration of a rural permit application by the City Engineer, the City Engineer shall cause the following notices to be issued, at the operator's expense, to provide at least a two-week public comment period before any final action is taken by the City Engineer:

3. Notice of the rural permit application shall be published in a newspaper of general circulation in the City; and
4. Notice shall also be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **$5.25** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public consent to the proposed oil or gas operations or waiver of the right to receive further notices.

a. **Sec. 14-101. Seismic survey permit.**
   i. Process. To obtain a permit, the operator must apply to the City, pay the permit fee as established by resolution of the City Council established in Section 2-117, and execute a License Agreement on a form approved by the City Attorney. The City Manager or his/her designee may negotiate and execute the License Agreement on behalf of the City. **$6,602.00**

Division 3. Other Requirements

b. **Sec. 14-151(a). Abandonment.**
   i. The operator pays an abandonment fee in an amount set by Council resolution established in Section 2-117. **$2,641.00**

CHAPTER 16: FIRE PREVENTION AND PROTECTION

1. Article I. In General

a. Sec. 16-2(b). Emergency and rescue services.

i. Fees shall be collected for services provided within the College Station Fire Department designated response area that includes both inside and outside the City limits. Fees will not exceed the amount expended by the College Station Fire Department. Fire Administration shall collect applicable incident report information that will be forwarded to the College Station Fire Department's authorized agent responsible for collection of any incurred fees. The fees shall be established in Section 2-117.

CHAPTER 24: LIBRARIES

1. Ch. 24. Libraries

a. Sec. 24-2. Library fines, fees and other charges.

i. All collections. **$0.25** per day, with a maximum being the replacement cost of the materials (books, paperbacks, phonograph records, audiobooks, cassettes, periodicals and materials from the vertical file). There shall be a five-day grace period for books and paperbacks borrowed from the adult collection.

ii. All collections of art prints and sculpture and DVD's, Blue-rays**. $1.00** per day, with a maximum being the cost to replace the item.

iii. Lost materials. Charges for lost or irreparably damaged items include the cost of the item plus a **$5.00** non-refundable service charge.

iv. Damaged materials. Charges are determined by the cataloging department of the library, based on the amount of time spent and materials used in repairing the item. – **Cost of the item** plus **$5.00.**

v. Replacement of borrower's card. The initial card for County residents is free of charge. A **$3.00** fee will be charged to replace a lost card.

vi. Non-resident library cards. Library cards will be issued to out-of-County residents for an annual fee of **$24.00**; such card is valid for one year from the month of purchase.

vii. Returned Check Fee is **$15.00**.

viii. Any collection agency fees.

CHAPTER 28: MUNICIPAL COURT OF RECORD

1. Ch. 28. Municipal Court of Record

a. Sec. 28-1(i). Generally.

i. In the event of an appeal, the appellant shall pay a transcript preparation fee in the amount of **$25.00**. The transcript preparation fee does not include the fee for an actual transcript of the proceedings. The Clerk shall note the payment of the fee on the docket of the Court. If the case is reversed on appeal, the fee shall be refunded to the appellant. In addition to the transcript preparation fee, the fee for the actual transcript of the proceedings and statement of facts must be paid by the appellant, pursuant to Texas Government Code §§ 30.00014 and 30.00019.

b. Sec. 28-3(b)(3). Juvenile Case Manager / Truancy Prevention & Diversion

i. Each defendant convicted of a fine-only misdemeanor offense in the Municipal Court shall pay a Juvenile Case Manager fee of **$5.00** as a cost of Court in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a fine-only misdemeanor offense.

c. Sec. 28-4(c). Municipal Court building security fund.

i. Each defendant convicted of a misdemeanor offense in the Municipal Court shall pay a Municipal Court building security fee of **$4.90** as a cost of Court, in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

d. Sec. 28-5(c). Municipal Court technology fund.

i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court technology fee of **$4.00** in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

e. Sec. 28-6(b). Municipal Court child safety fund.

i. Authorization for fund. For every violation of an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by Texas Transportation Code § 542.202 or ch. 682 in the Municipal Court as a cost of Court, **$5.00** shall be assessed in addition to any other fines, penalties, or Court costs and shall be collected in the same manner that other fines in the case are collected.

f. Sec. 28-5(c). Municipal Jury fee.

i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court Jury fee of **$.10** in addition to any other fines,

penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

g. Sec. 28-5(d). Local Consolidation fee.

Courts are permitted to assess a single dollar amount that is then apportioned to various funds by percentages outlined in the Chapter 134 of the Local Government Code. The Local Consolidation Fee is as follows:

Local Consolidated Fee ($14)		
Fund	Percent	Dollar
Municipal Court Building Security Fund	35	$4.90
Local Truancy Prevention and Diversion Fund	35.7143	$5.00
Municipal Court Technology Fund	28.5714	$4.00
Municipal Jury Fund	.7143	.10¢

CHAPTER 32: PARKS AND RECREATION

1. **Article II. Public Conduct in Parks and Recreational Areas Division**

2. **Use Permits**

   a. **Sec. 32-62(6). Application procedure**.
      i. Payment of a fee, if any, as may from time to time be established by the City Council by Section 2-117.

PARKS & RECREATION DEPARTMENT

GENERAL FUND USER FEES

ATHLETIC FIELDS	***FY 2025***	
	Resident	***Non-Resident***
1. Athletic Field Rental ~ One (1) Field, Per Day (Includes Field Redevelopment Fee of $15)	$315	$394
2. Athletic Field Rental ~ One (1) Field, Per Hour (Includes Field Redevelopment Fee of $5)	$42	$53
3. Athletic Field Rental Deposit	Varies	
4. Lights for Field Rentals (Per Hour/Per Field)	$32	$40
6. Tournament/Event Rate	*Contact Parks and Recreation for Pricing*	
7. Key Fee (New Annual Fee and Replacement Fee)	$11 each	
~ In addition to the rental fees, a deposit will be charged and paid by the renter in advance of any tournament. The deposit will vary depending on the type and size of the tournament.		
~ In addition to the rental and deposit fees, additional fees may be assessed to the renter depending on the length and type of tournament in order to cover expenses incurred by the City for personnel and supplies needed to facilitate the tournament.		
~ Initial game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.		

PAVILION RENTAL DAILY RATES	***FY 2025*** Resident Rate	Non-Resident Rate
1. Bee Creek (100) / Oaks (40) Pavilions		
Monday – Thursday	$210	$263
Friday – Sunday, and Holidays	$263	$329
Deposit	$210	$210
2. Central (200) / Bachmann (300) Pavilions		
Monday – Thursday	$315	$394
Friday – Sunday, and Holidays	$368	$460
Deposit	$210	$210
3. John Crompton Park Pavilion (100)		
Monday – Thursday	$210	$263
Friday – Sunday, and Holidays	$263	$329
Deposit	$210	$210
4. American Pavilion in Veterans Park (500)		
Monday – Thursday	$368	$460
Friday – Sunday, and Holidays	$420	$525
Deposit	$210	$210
5. Dog Park Rentals – (Steeplechase Park and University Park)	$158	$198
6. Transfer / Cancellation Fee Per Change	$21	
~ Deposits are refundable if the facility is left clean, damage-free, and the keys are returned.		
~ Deposits are refundable, less the $20 cancellation fee if reservation is cancelled no later than seven (7) days prior to rental date.		
~ ( ) – The parenthesis by each pavilion shows the limit of occupants that the pavilion can facilitate.		

PERMITS & COMMISSIONS	***FY 2025***
1. Vendor Permit	$55
2. Alcohol Permit	$60
~ Permit is required when alcohol is served at Lick Creek Nature Center, Lincoln Center, Meyer Community Center, Southwood Center, Wolf Pen Creek and Veterans Park rentals.)	
3. Boot Camp Permit (per time slot selected weekly)	$11 per month
4. Commissions: (Gross Sales minus Sales Tax)	
Food & Drinks	10%
Other Goods	10%
Alcoholic Beverages	20%

	FY 2025	
WOLF PEN CREEK	*Resident*	*Non Resident*
1. Amphitheater Rentals Per Day:		
Non-Commercial	$1,100	$1,375
Private/Commercial	$1,600	$2,000
2. Green Room Events ~ per hour, 2 hour minimum		
Non-Commercial	$105	$131
Private/Commercial	$126	$158
3. The Plaza at Wolf Pen Creek		
Rental (Includes Pavilion and Restroom)	$210	$263
4. Festival Site Rental		
Non-Commercial	$790	$988
Private/Commercial	$1,100	$1,375
5. Amphitheater & Festival Site Rental		
Non-Commercial	$1,315	$1,644
Private/Commercial	$1,850	$2,313
6. Deposit		
Green Room, Plaza, or Festival Site	$210	
Amphitheater	$630	
7. Transfer / Cancellation Fee Per Change	Per Rental Agreement	
~ A percentage of ticketing and fees for service personnel and vending charges will be added accordingly for amphitheater rentals.		
~ A percentage of the gate will be negotiated for commercial events.		
~ Non-Commercial is defined as: Non-profit, student, civic or private.		
~ Security deposits are based upon participants/attendees.		

PARKS & RECREATION DEPARTMENT
FY 2025 REC FUND FEES

ADULT SPORTS PER TEAM	FY 2025	
	Resident Rate	Non-Resident Rate
1. Volleyball (No Field Redevelopment Fee Included)	$260	
2. Softball (Inc. $50/Team Field Redevelopment Fee)	$430	
3. Adult Team Sports (No Team Field Redevelopment Fee)	$430	
4. Adult Sports per person fee ($10 Team Field Redevelopment Fee if applicable)	$80	
5. Ultimate Frisbee	N/A	
6.		
7. Outside League Field Redevelopment Fee Per Team	$100	$125
8. Outside League Per Game Contract Fee	$16	$20
9. Transfer/Cancellation/Late Registration Fee	$21	
Adult sports are registered as a team unless otherwise noted.		

INSTRUCTION FEES PER PERSON	FY 2025	
	Resident Rate	Non-Resident Rate
1. *All class fees will be set according to the individual needs of each class and are based upon the City of College Station recovery policy.*		+25%
2. Instruction Class Transfer / Cancellation Fee	$21	

YOUTH SPORTS PER CHILD	FY 2025	
	Resident	Non-Resident
1. Youth sports without Field Redevelopment fee	$84	$105
2. Youth sports with Field Redevelopment fee ($10 per child)	$84	$105
3. Outside League Field Redevelopment Fee Per Child ~ All Sports (based on City tier system per season)	$17/21/27	$21/26/34
4. Challenger Sports (Basketball, Bowling, Soccer)	$16	$20
8. Youth Sports Transfer/Cancellation Fee (Per Child)	$21	

AQUATICS PROGRAMS	FY 2025	
	Resident	Non-Resident
1. Swim Lessons		
45-Minute Lesson	$53	$66
25-Minute Lesson*	$48	$60
3. Water Fitness (Unlimited Pass)	$105	$131
4. Swim Team (No Field Redevelopment Fee) (-$10 each sibling)	$142	$178
5. Transfer / Cancellation Fee	$21	
**** Children ages 5 and under attend only a 25-minute lesson. All other lessons are 45 minutes in length.***		
6. General Admission Per Person (Ages 3 and Up)		
Hallaran	$4	
Adamson	$7	
7. Discount Pass – 25 Swims		
Hallaran	$63	$79

*College Station Pools	$126	$158
8. Family Season Pass (Up to Five Family Members)		
Additional Members in Excess of Five per person	$32	$40
Hallaran	$263	$329
*College Station Pools	$365	$456
9. Individual Season Pass		
Hallaran	$158	$198
*College Station Pools	$210	$263
10. Pool Rentals		
Hallaran: Up to 100 people	$263	$329
Adamson: Up to 100 people	$394	$493
101 – 300 people	$630	$788
301 – 600 people	$840	$1050
Deposit -all Pools	$210	
11. Pool Parties Per Person – (2 Hour Period)		
Pavilion Party (Four-table Limit)	$21	$26
12. Junior Lifeguard Program Per Person, Per Session	$80	$100
13. Lifeguard Training Fee, Per Person	$158	$198
14. WSI Class Fee, Per Person	$158 (or $210 with Lifeguard)	$198 / $263
15. Summer Day Camp (CSISD)	Up to 50% res. rate	N/A
16. CPR/First Aid Certification Fee, Per Person	$80	$100
17. Transfer/Cancellation Fee for Pool Rentals	1/3 of rental fee	
College Station Pools passes are valid at all City of College Station pools		

LINCOLN CENTER	FY 2025 Resident	FY 2025 Non-Resident
Programming		
1. After School Program:		
Youth (17 & Under) (Qualifying Families – low income)	$80/sem. $48/sem.	$100/sem. $60/sem.
Transportation Fee (CSISD to LRC)	$48/sem.	
2. Summer Program (Per Session)	$63	$79
3. Late Pick-up Fee:		
1st Fifteen Minutes	$6	
Each Additional Minute Thereafter	$2	
4. Membership Pass Adult (18 & over)	$16/mo.	$20/mo.
5. Non-Member Guest Pass Per Day (Youth or Adult)	$4	$6
Facility Rentals		
Deposit – all rooms*	$210	
1. Gym Rentals		
Gold Gym - Half Court Rental per Hour (4-Hour max.)	$53/hr.	$66/hr.
Gold Gym - Full Court Rental per Hour (4-Hour max.)	$80/hr.	$100/hr.
Gold Gym - All Day Usage (More than 4 Hours)	$473	$591
Purple Gym - Half Court Rental per Hour (4-Hour max.)	$63/hr.	$79/hr.
Purple Gym - Full Court Rental per Hour (4-Hour max.)	$90/hr.	$113/hr.
Purple Gym - All Day Usage (More than 4 Hours)	$483	$604
Concession Usage (Gold Gym)	$32	$40
2. Game Room / Multi-purpose Room Rental		
Per Hour (4-Hour min.)	$53/hr.	$66/hr.
3. Community Room Rental		

Per Hour (2-Hour minimum)	$80/hr.	$100/hr.
Kitchen usage fee	$37	$46
4. Activity Room Rental (Violet, Orchid, Iris)		
Per Hour (2-Hour minimum)	$63/hr.	$79/hr.
5. W.A. Tarrow Covered Basketball Pavilion (100)		
Monday – Thursday	$158	$198
Friday – Sunday & Holidays	$210	$263
6. Gym or Room Cancellation Fee	1/3 of rental	
7. After hour rental charge	$40	
**** Deposits are refundable if the facility is left clean and damage-free.***		

	FY 2025	
SOUTHWOOD CENTER	Resident	Non-Resident
Programming		
1. Senior Annual Membership Pass	$27	$34
2. Non-Member Guest Pass Per Day	$3	$5
Facility Rentals		
Deposit – all rooms*	$210	$210
1. Meeting Room Rental, Per Hour, 2 hour min.	$63	$79
2. Dance/Game Room Rental, Per Hour, 2 hour min.	$80	$100
3. Whole Facility Rental Per Hour, 2 hour min. (Excludes Computer Lab)	$147	$184
**** Deposits are refundable if the facility is left clean and damage-free.***		

MEYER COMMUNITY CENTER	FY 2025 Resident	FY 2025 Non-Resident
Programming		
1. Senior Annual Membership Pass	$27	$34
2. Non-Member Guest Pass Per Day	$3	$5
Facility Rentals		
1. Deposit - all rooms*	$210	
2. Meeting Room Rental, Per Hour, 2 hour min.	$63	$79
3. Conference Room Rental, Per Hour, 2 hour min.	$48	$60
4. Activity Room Rental, Per Hour, 2 hour min.	$80	$100
5. Arts & Crafts Room Rental, Per Hour, 2 hour min.	$48	$60
**** Deposits are refundable if the facility is left clean and damage-free.***		

LICK CREEK NATURE CENTER	FY 2025 Resident	FY 2025 Non Resident
Facility Rentals		
1. Deposit - all rooms*	$210	
2. Meeting Room Rental, Per Hour, 2 hour minimum	$105	$131
3. Outdoor Classroom, Per Hour, 2 hour minimum	$37	$46
4. Amphitheater, Per Hour, 2 hour minimum	$37	$46

CHAPTER 34: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

1. **Article I. In General**

    a. **Sec. 34-2(c). Encroachments upon easements.**
        i. Application fee. An application for a license to encroach shall be accompanied by a non-refundable filing fee as established by City Council resolution in Section 2-117. - **$1,059.00**

    b. **Sec. 34-4(b). Guidelines for consideration of requests for directional signs in public rights-of-way.**
        i. Any application shall be processed for a fee of **$25.00** and shall be filed within the Office of the City Manager. The City Manager shall review the application based upon the criteria in Subsection (a) of this section. In the event the City Manager denies the application, the applicant may appeal the decision to the City Council. Upon receipt of written notice of an appeal from the applicant, the City Secretary shall place the application on the next available Council agenda.

2. **Article II. Street, Sidewalk, Right-Of-Way and Driveway Construction and Repair**

    a. **Sec. 34-36(b). Driveways.**
    The driveway permit fee is established in Section 2-117, which shall be of an amount to cover the cost of licensing and maintaining records. **$65.00**

3. **Article III. Right-of-Way Use**
   Division 2. Permit

    a. **Sec. 34-100. Fee.**
        i. The applicant or permit holder shall pay a fee established in Section 2-117 for the right-of-way improvements permit that shall be the same as that charged in Chapter 14, Section of the City of College Station Code of Ordinances as amended from time to time. - **$497.00**

    b. **Sec. 34-102(14). Conditions.**
        i. If irrigation and/or electrical lines are to be extended across a paved roadway, the applicant must pay a one-time fee in the amount of **$35.00** per square yard of extension area. The extension area is equivalent to three times the yard length to be installed under the roadway. The fee will be waived if the applicant installs sleeves under the pavement and places the irrigation and/or electrical in the sleeves.

4. Article IV. Utility Right-of-Way Use
Division 2. Registration and Construction Permits
Subdivision II. Construction Permits

a. Sec. 34-190(b). Generally.

i. The registration fee of **$55.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.

ii. The construction permit fee of **$933.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.

5. Article V. Parades and Motorcades
Division 2. Permit

a. Sec. 34-248. Fee.

i. Upon submission of an application, an application fee shall be paid. The application fee shall be set by the City Council by resolution from time-to-time as the Council deems necessary established in Section 2-117. This application fee will not apply to applicants conducting lawful expressions of opinion protected under the First Amendment of the United States Constitution. - **$131.00**

CHAPTER 38: TRAFFIC AND VEHICLES

1. **Article II. Stopping, Standing and Parking**
   Division 3. Northgate Area and Remote Pay Systems Areas

   a. **Sec. 38-106. Northgate Promenade Parking Lot and Remote Pay System Parking Lot fee schedule**
      1. The City Manager or designee may adjust the parking fee up to or below the amounts set below. The fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street or any other City owned parking lot by remote pay system parking. Per hour fee up to **$10.00** per hour.
      2. Special event fee up to **$50.00** per day.
      3. Game day fee up to **$50.00** per day.

   b. **Sec. 38-107. Northgate Parking Garage fee schedule.**
      i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main.
         1. Per hour fee up to **$10.00** per hour.
         2. Lost ticket fee up to **$50.00** per day.
         3. Special event fee up to **$50.00** per day.
         4. Game day fee up to **$50.00** per day.

      ii. License agreements. The City Manager or designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees established in Section 2-117.
         1. Twenty-four-hour—Seven days a week licenses (24/7). Up to **$2,000.00** annually, or up to **$700.00** per semester or up to **$200.00** per month.
         2. Daytime licenses. Up to **$1,500.00** annually or up to **$500.00** per semester or up to **$200.00** per month.
         3. Charge a non-refundable administrative fee up to **$50.00** upon execution of a license agreement to park in the garage.
         4. Nighttime licenses. Up to **$1,500.00** annually or up to **$500.00** per semester or up to **$200.00** per month

   c. **Sec. 38-108. Northgate and Remote Pay System on-street parking fee schedule.**
      i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The fees established in Section 2-117 shall be charged for the use of an on-street parking space provided by the City and adjacent to a parking meter or remote pay system area anywhere in the Northgate Area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North or in any remote pay system area in the City..
         1. Per hour fee up to **$10.00** per hour.
         2. Special event fee up to **$50.00** per day.
         3. Game day fee up to **$50.00** per day.

2. Division 5 City Facility Parking

a. Sec. 38-1101. Miscellaneous City Facility Parking. The City Manager or designee may adjust the parking fee up to or below the amounts established for City facility parking.

1. Per hour fee up to **$10.00** per hour.
2. Special event fee up to **$50.00** per day.
3. Game day fee up to **$50.00** per day.

CHAPTER 40: UTILITIES

1. Article I. In General

a. Sec. 40-3(c). Creation of municipal utility districts.

i. Reimbursement for expenses.

1. Petition to create district. Within 6 months after consent to the creation of a district is given by the City, or within 3 months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay the fee established pursuant to Section 2-117 to reimburse the City for expenses relating to processing the petition to create the district. - **$39,559.00**

2. Petition to annex or acquire land. To partially reimburse the City for expenses related to a district's annexation or acquisition of land, the owner or developer of land within the district that has not paid the Council-approved fee to process the petition to create the district must make a one-time payment in the amount established pursuant to Section 2-117 within six months after receiving the City's consent to annex or after the district acquires land that is not contiguous to the district's boundaries; or contiguous to the district's boundaries and greater than 5 acres. - **$39,559.00**

3. Infrastructure plan review and inspection fee. The infrastructure plan review and inspection fee means the fee established pursuant to Section 2-117 to reimburse the City for engineering and planning fees and expenses related to the City's review of plans and specification of the district's facilities; and inspection of the district's facilities. **($767.11 minimum + below:)**

a. Water - $178.28 per 100 Linear Feet
b. Sewer - $139.65 per 100 Linear Feet
c. Storm - $159.45 per 100 Linear Feet
d. Street - $555.62 per 100 Linear Feet
e. Sidewalk - $317.92 per 100 Linear Feet
f. Lift Station Review and Inspection - $3,214.54

b. Sec. 40-4. Roadway Maintenance Fee.

LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
PORT AND TERMINAL	030	Truck Terminal	Acre	26.20	6.55			6.55	4.00
INDUSTRIAL	110	General Light Industrial	1,000 SF GFA	3.88	0.97			0.97	4.00
INDUSTRIAL	120	General Heavy Industrial	1,000 SF GFA	2.72	0.68			0.68	4.00
INDUSTRIAL	130	Industrial Park	1,000 SF GFA	3.40	0.85			0.85	4.00
INDUSTRIAL	150	Warehousing	1,000 SF GFA	1.28	0.32			0.32	4.00
INDUSTRIAL	151	Mini-Warehouse	1,000 SF GFA	1.04	0.26			0.26	4.00
RESIDENTIAL	210	Single-Family Detached Housing	Dwelling Unit	4.00	1.00			1.00	4.00
RESIDENTIAL	220	Apartment/Multi-family	Dwelling Unit	2.48	0.62			0.62	4.00
RESIDENTIAL	230	Residential Condominium /Townhome	Dwelling Unit	2.08	0.52			0.52	4.00
RESIDENTIAL	240	Mobile Home Park / Manufactured Housing	Dwelling Unit	2.36	0.59			0.59	4.00
RESIDENTIAL	251	Senior Adult Housing-Detached	Dwelling Unit	1.08	0.27			0.27	4.00
RESIDENTIAL	252	Senior Adult Housing-Attached	Dwelling Unit	1.00	0.25			0.25	4.00
RESIDENTIAL	254	Assisted Living	Beds	0.88	0.22			0.22	4.00
LODGING	310	Hotel	Room	1.20	0.60			0.60	2.00
LODGING	320	Motel / Other Lodging Facilities	Room	0.94	0.47			0.47	2.00
RECREATIONAL	432	Golf Driving Range	Tee	2.50	1.25			1.25	2.00
RECREATIONAL	430	Golf Course	Acre	0.60	0.30			0.30	2.00
RECREATIONAL	495	Recreational Community Center	1,000 SF GFA	5.48	2.74			2.74	2.00
RECREATIONAL	465	Ice Skating Rink	1,000 SF GFA	4.72	2.36			2.36	2.00
RECREATIONAL	431	Miniature Golf Course	Hole	0.66	0.33			0.33	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
RECREATIONAL	445	Multiplex Movie Theater	Screens	27.28	13.64			13.64	2.00
RECREATIONAL	491	Racquet / Tennis Club	Court	6.70	3.35			3.35	2.00
INSTITUTIONAL	560	Church	1,000 SF GFA	1.10	0.55			0.55	2.00
INSTITUTIONAL	565	Day Care Center	1,000 SF GFA	13.82	12.34	44%	B	6.91	2.00
INSTITUTIONAL	522	Primary/Middle School (1-8)	Students	0.32	0.16			0.16	2.00
INSTITUTIONAL	530	High School	Students	0.26	0.13			0.13	2.00
INSTITUTIONAL	540	Junior / Community College	Students	0.24	0.12			0.12	2.00
INSTITUTIONAL	550	University / College	Students	0.34	0.17			0.17	2.00
MEDICAL	630	Clinic	1,000 SF GFA	19.53	5.18			5.18	3.77
MEDICAL	610	Hospital	1,000 SF GFA	3.51	0.93			0.93	3.77
MEDICAL	620	Nursing Home	Beds	0.83	0.22			0.22	3.77
MEDICAL	640	Animal Hospital/Veterinary Clinic	1,000 SF GFA	9.90	4.72	30%	B	3.30	3.00
OFFICE	714	Corporate Headquarters Building	1,000 SF GFA	5.64	1.41			1.41	4.00
OFFICE	710	General Office Building	1,000 SF GFA	5.96	1.49			1.49	4.00
OFFICE	720	Medical-Dental Office Building	1,000 SF GFA	13.46	3.57			3.57	3.77
OFFICE	715	Single Tenant Office Building	1,000 SF GFA	6.96	1.74			1.74	4.00
OFFICE	750	Office Park	1,000 SF GFA	5.92	1.48			1.48	4.00
COMMERCIAL: Automobile Related	942	Automobile Care Center	1,000 SF Occ. GLA	3.74	3.11	40%	B	1.87	2.00
COMMERCIAL: Automobile Related	843	Automobile Parts Sales	1,000 SF GFA	6.82	5.98	43%	A	3.41	2.00
COMMERCIAL: Automobile Related	944	Gasoline/Service Station	Vehicle Fueling Position	4.82	13.87	42%	A	8.04	0.60
COMMERCIAL: Automobile Related	945	Gasoline/Service Station w/ Conv Market	Vehicle Fueling Position	3.56	13.51	56%	B	5.94	0.60

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Automobile Related	946	Gasoline/Service Station w/ Conv Market and Car Wash	Vehicle Fueling Position	3.66	13.86	56%	A	6.10	0.60
COMMERCIAL: Automobile Related	841	New Car Sales	1,000 SF GFA	4.20	2.62	20%	B	2.10	2.00
COMMERCIAL: Automobile Related	941	Quick Lubrication Vehicle Shop	Servicing Positions	6.22	5.19	40%	B	3.11	2.00
COMMERCIAL: Automobile Related	947	Self-Service Car Wash	Stall	1.99	5.54	40%	B	3.32	0.60
COMMERCIAL: Automobile Related	948	Automated Car Wash	Stall	5.08	14.12	40%	B	8.47	0.60
COMMERCIAL: Automobile Related	848	Tire Store	1,000 SF GFA	5.98	4.15	28%	A	2.99	2.00
COMMERCIAL: Dining	934	Fast Food Restaurant with Drive-Thru Window	1,000 SF GFA	32.66	32.65	50%	A	16.33	2.00
COMMERCIAL: Dining	933	Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	26.16	26.15	50%	B	13.08	2.00
COMMERCIAL: Dining	932	High Turnover (Sit-Down) Restaurant	1,000 SF GFA	11.22	9.85	43%	A	5.61	2.00
COMMERCIAL: Dining	931	Quality Restaurant	1,000 SF GFA	8.38	7.49	44%	A	4.19	2.00
COMMERCIAL: Dining	937	Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	25.68	42.80	70%	A	12.84	2.00
COMMERCIAL: Other Retail	815	Free-Standing Discount Store	1,000 SF GFA	6.98	4.98	30%	C	3.49	2.00
COMMERCIAL: Other Retail	817	Nursery (Garden Center)	1,000 SF GFA	9.72	6.94	30%	B	4.86	2.00
COMMERCIAL: Other Retail	862	Home Improvement Superstore	1,000 SF GFA	2.42	2.33	48%	A	1.21	2.00
COMMERCIAL: Other Retail	880	Pharmacy/Drugstore w/o Drive-Thru Window	1,000 SF GFA	7.90	8.40	53%	A	3.95	2.00
COMMERCIAL: Other Retail	881	Pharmacy/Drugstore w/ Drive-Thru Window	1,000 SF GFA	10.10	9.91	49%	A	5.05	2.00
COMMERCIAL: Other Retail	820	Shopping Center	1,000 SF GLA	4.90	3.71	34%	A	2.45	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Other Retail	850	Supermarket	1,000 SF GFA	12.14	9.48	36%	A	6.07	2.00
COMMERCIAL: Other Retail	864	Toy/Children's Superstore	1,000 SF GFA	6.98	4.99	30%	B	3.49	2.00
COMMERCIAL: Other Retail	875	Department Store	1,000 SF GFA	2.62	1.87	30%	B	1.31	2.00
COMMERCIAL: Other Retail	896	Video Rental Store	1,000 SF GFA	13.60	13.60	50%	B	6.80	2.00
SERVICES	911	Walk-In Bank	1,000 SF GFA	12.38	12.13	40%	B	7.28	1.70
SERVICES	912	Drive-In Bank	Drive-in Lanes	29.95	33.24	47%	A	17.62	1.70
SERVICES	918	Hair Salon	1,000 SF GLA	1.73	1.45	30%	B	1.02	1.70

ROADWAY MAINTENANCE FEE SCHEDULE

The roadway maintenance fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

	Vehicle Miles Traveled	Monthly Charge
Nonresidential		
Tier I	0 - 23.99	$22.25
Tier II	24.00 - 43.99	$50.25
Tier III	43.99 - 90.99	$96.75
Tier IV	91.00 - 223.99	$197.50
Tier V	224.00+	$323.75
Residential		
Single Family	Flat Fee/Dwelling Unit	$10.00
Multi-Family	Flat Fee/Dwelling Unit	$7.75

c. Sec. 40-11. Payment of bills.

i. All payments must be received by the Utility Customer Service Office on or before the due date to avoid late charges or penalties. Payments received after the due date are assessed a late charge or penalty equaling ten percent (10%) of the current monthly charges.

d. Sec. 40-12. Returned check fee.

i. A fee of **$25.00** will be charged for each returned check used to pay any amount on a utility account. This fee is in addition to other fees owed to the City for utility services.

ii. Credit Card Charge Back Fee - **$27.55**

e. Sec. 40-13(b). Disconnection and reconnections.

i. A **$25.00** delinquent fee will be charged on each residential account.

ii. A **$150.00** delinquent fee will be charged on each commercial account.

iii. A $30.00 charge will be added for afterhours service (between 5:00pm and 9:00pm)

f. Sec. 40-15. Account creation or Reactivation fee.

i. All customers creating a utility account or opening additional account numbers shall pay a fee for creating a utility account, regardless the number of services provided by the City. Account creation fee: **$30.00.**

2. Article II. Water and Sewer Service
Division 2. Rates, Usage Charges and Fees

a. Sec. 40-63. Reserved for future use.

b. Sec. 40-64. Rates for water service.

i. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:

ii. Service charge: established in Section 2-117.

Meter Size	Service Charge
1. ¾ inch	**$13.65** per month
2. 1 inch	**$17.15** per month
3. 1.5 inch	**$25.50** per month
4. 2 inch	**$40.30** per month
5. 3 inch	**$127.15** per month
6. 4 inch	**$188.95** per month
7. 6 inch	**$230.00** per month
8. 8 inch	**$230.00** per month

iii. Residential usage charge: Defined to be a domestic meter or irrigation meter serving a residence with one or two living units:

1. **$3.00** per 1,000 gallons for usage from 0—10,000 gallons
2. **$3.95** per 1,000 gallons for usage from 11,000—15,000 gallons
3. **$4.85** per 1,000 gallons for usage from 16,000—20,000 gallons
4. **$5.70** per 1,000 gallons for usage from 21,000—25,000 gallons
5. **$6.65** per 1,000 gallons for usage of 26,000 gallons and more

iv. Commercial usage charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:

1. **$3.35** per 1,000 gallons

v. Commercial irrigation usage charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:

1. **$3.60** per 1,000 gallons

vi. Residential and Commercial customers in Brazos County Municipal Utility District #1**:** All rates as above, with an added 50% surcharge

1. Service Charge
    a. **$20.50** – monthly service charge ¾”
    b. **$25.75** – monthly service charge 1”
    c. **$38.30** – monthly service charge 1.5”
    d. **$60.45** – monthly service charge 2”
    e. **$190.80** – monthly service charge 3”
    f. **$283.40** – monthly service charge 4”
    g. **$345.00** – monthly service charge 6”
    h. **$345.00** – monthly service charge 8”

2. Residential Rates
    a. **$4.55**– first 0-10 MGW
    b. **$5.95** – next 11-15 MGW
    c. **$7.25** – next 16-20 MGW
    d. **$8.60** – next 21-25 MGW
    e. **$10.00** – all over 26+ MGW

3. Commercial Rate
    a. **$5.00** – per mMGW

4. Commercial Irrigation Rate
    a. **$5.40** – per MGW

c. Sec. 40-65. Rates for sewerage service.

i. For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit, the monthly charges shall be as follows:
    1. Service charge: **$22.55** for first 4,000 gallons of water metered.
    2. Usage charge: **$4.50** per 1,000 gallons of water usage for the next 5,000 gallons of water metered.
    3. Maximum billing: **$49.70** cap for metered water is 10,000 gallons.

ii. For customers using sewerage service for household purposes, multifamily residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit shall pay a monthly charge per household unit as **$28.70**.

iii. For customers using sewerage service for household purposes, multifamily residences with more than 50 units without kitchen facilities in each unit shall pay a monthly charge per household unit of **$17.90**.

iv. For customers using sewerage service for household purposes, multifamily residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as, but not limited to, fraternity houses, sorority houses, boarding houses and privately owned student dorms, the monthly charges shall be as follows:

1. Service charge as **$19.35** per month.
2. Usage charge as **$4.50** per 1,000 gallons of water usage.

v. For customers using sewerage service for commercial, industrial, or institutional business establishments, the monthly charges shall be as follows:

1. Service charge as **$19.35** per month.
2. Usage charge as **$5.35** per 1,000 gallons of water usage.

vi. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial, industrial, or institutional business establishments the customer will be charged a monthly rate, based on average rounded water use for the previous 12 months, the monthly charges shall be as follows:

1. Service charge as **$19.35** per month.
2. Usage charge as **$5.35** per 1,000 gallons of water usage, based on average monthly water use for the previous 12 months.

vii. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in section 2-1 for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following amount:

1. 0—5,000 gallons per month **$22.55**
2. 5,001—7,000 gallons per month **$31.60**
3. 7,001—9,000 gallons per month **$40.65**
4. 9,001—10,000 > gallons per month **$49.70**

viii. For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City) the monthly charge per residential unit is as **$54.60**.

ix. All customers receiving sewer service outside of the City's corporate limits or under contract shall pay all established rates, with an additional **50%surcharge**, as established in Section 2-117.

x. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added **50% surcharge**.

d. Sec. 40-66. Water and sewer service connection fees, and sewer inspection fees.

i. Fee for water service connection. The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.

1. The water service connection fee shall apply to all connections to the water system, including meter set-ins. The service charge for water connection is:

Meter Size	Charge
a. ¾ inch	**$643.42**
b. 1 inch	**$783.34**
c. 1 ½ inch	**$2,121.06**
d. 2 inch	**$3,138.66**

2. For three-inch and larger water meters, a **$100.00** service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. The developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in accordance with City specifications, and is to be inspected by the City before meter is placed into service.

ii. Fee for sewer service connection. All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

	Sewer Connection Size	Charge
a.	4 inch / RESIDENTIAL	**$350.00**
b.	6 inch / NONRESIDENTIAL	**$100.00**

e. Sec. 40-67. Fire flow testing.

i. For customers requesting a fire flow test on the existing City water system, an additional charge established in Section 2-117 will be assessed as described herein.

1. Fire Flow Test Fee: **$100.00** per tested hydrant.

Division 6. Cross-Connection Control and Backflow Prevention

f. Sec. 40-244. Cross-connection control program fees.

i. Backflow prevention assembly registration fee. There is a non-refundable registration fee for each nonresidential backflow prevention assembly device of **$25.00** per each separate device.

ii. Certified backflow prevention device tester registration fee. Annual registration fee for approved testers shall be a non-refundable fee of **$50.00**.

iii. Testing form booklet fee. The fee for a testing form booklet of 30 test forms shall be **$25.00** each. Other forms may be used with prior approval from the City.

iv. Deposit fee for fire hydrant water meter with backflow prevention device. There shall be a refundable deposit fee for fire hydrant meters with backflow prevention devices of **$1,000.00**. This fee shall be refunded when the meter/device is returned in good working order.

v. Fire Hydrant Meter Connection Fee - **$400.00**

3. Article III. Electric System

Division 2. Rate Schedules

a. Sec. 40-315. Electric Rate Schedule R (residential customers).

- Rate:
  1. Service charge: **$7.00** per month; plus
  2. Energy charge: **$0.1187** per kWh for all kWh; plus
  3. Transmission Delivery Adjustment: **$0.0180** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  1. 10% participation: **$0.1192/**kWh.
  2. 50% participation: **$0.1214/**kWh.
  3. 100% participation: **$0.1242/**kWh.

b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).

- Rate:
  1. Service charge: **$100** per month; plus
  2. Energy charge: **$0.1187** per kWh for all kWh; plus
  3. Transmission Delivery Adjustment: **$0.0180** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  1. 10% participation: **$0.1192/**kWh.
  2. 50% participation: **$0.1214/**kWh.
  3. 100% participation: **$0.1242/**kWh.

c. Sec. 40-317. Electric Rate Schedule SC (small commercial customers).

- Rate:
  1. Service charge: **$9.00** per month; plus
  2. Energy charge: First 1,000 kWh **$0.1379** per kWh, **$0.1032** per kWh for all kWh over 1000; plus
  3. Transmission Delivery Adjustment: **$0.0180** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  1. 10% participation: First 1,000 kWh **$0.1385**, **$0.1037** all additional kWh.
  2. 50% participation: First 1,000 kWh **$0.1407**, **$0.1059** all additional kWh.
  3. 100% participation: First 1,000 kWh **$0.1434**, **$0.1087** all additional kWh.

d. Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).

i. Rate:
  1. Service charge: **$25.00** per month; plus
  2. Demand charge: **$11.44** per kW of monthly billing demand; plus
  3. Energy charge: **$0.0703** per kWh for all kWh; plus
  4. Transmission Delivery Adjustment: **$0.0180** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
  1. **$199.10** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
  2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
  3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  1. 10% participation: **$0.0708**/kWh.
  2. 50% participation: **$0.0730**/kWh.
  3. 100% participation: **$0.0758**/kWh.

e. Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).

i. Rate:

1. Service charge: **$75.00** per month; plus
2. Demand charge: **$11.44** per kW of monthly billing demand; plus
3. Energy Charge: **$0.0674** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **$0.0180** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

1. **$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:

1. On-peak demand charge: **$7.32**; plus
2. Off-peak demand charge: **$4.13**.

iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10%: **$0.0680**/kWh
2. 50%: **$0.0702**/kWh
3. 100%: **$0.0729**/kWh

f. Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).

i. Rate:

1. Service charge: **$250.00** per month; plus
2. Demand charge: **$10.84** per kW of monthly billing demand; plus
3. Energy charge: **$0.0651** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **$0.0180** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:

1. **$16,538.34** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.

1. On-Peak Demand Charge: **$7.32**, plus
2. Off-Peak Demand Charge: **$4.13**

iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
- **1.** 10% participation: **$0.0657**/kWh
- **2.** 50% participation: **$0.0679**/kWh
- **3.** 100% participation: **$0.0706**/kWh

g. Sec. 40-321. Electric Rate Schedule SL (security lights).

i. The rates per month per light are established in Section 2-117.
- **1.** 100 Watt (or equivalent) **$17.22**
- **2.** 200 Watt (or equivalent) **$26.65**
- **3.** 400 Watt (or equivalent) **$33.40**

h. Sec. 40-323. Electric Rate Schedule PQF.

i. Rate. The City will pay the QF producer for all power purchased at the following rates:
- **1.** Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.
- **2.** Energy. The metered output from the producer will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.

i. Sec. 40-325. Electric Rate Schedule SRE.

i. Rate. In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City s electric distribution system, the customer will be billed:
- **1.** Based upon their current electric service rate for the kilowatt-hours used from the City s electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value.

- **2.** The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer s utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount.

If the customer closes the account with a credit remainder in their account, they will be refunded this amount.

j. Sec. 40-326. Electric Rate Schedule EV (electric vehicle fast charger).

i. Rate:

1. Service charge: **$75.00** per month; plus
2. Demand charge: **$11.44** per kW of monthly billing demand; plus
3. Energy Charge: **$0.0674** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **$0.0180** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

1. **$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10%: **$0.0680**/kWh
2. 50%: **$0.0702**/kWh
3. 100%: **$0.0729**/kWh

4. Article IV. Solid Waste Collection and Disposal
Division 2. Waste Collection Generally

The solid waste collection and disposal fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 40-389. Residential collection generally.

i. Any customer generating more waste than one container will hold may request an additional container and shall pay an additional fee as established in Section 2-117. - **$14.25**

b. Sec. 40-391. Commercial collection.

i. If a container is unserviceable, such as being blocked, not accessible, containing prohibited items, not in an approved collection location, screening or enclosure damage, or unsanitary conditions are present, the City will return to empty the container only after the container is serviceable, for a fee as established in Section 2-117. - **$25.00**

c. Sec. 40-392. **Northgate District Collection and Containers**.

i. If the container is placed out or left out in violation of this section the customer, owner, or occupant in, addition to any other penalties, will be assessed a fee per

container as established in Section 2-117. If the container presents a public safety issue the City may move or remove the container at the sole expense of the customer, owner, or occupant. - **$25.50**

d. Sec. 40-396. Unprepared solid waste.

i. The City's Sanitation Division shall cause the clean-up of the improperly or unprepared waste, litter or debris that constitutes a health or nuisance to the community. The fee established in Section 2-117 or the actual cost of cleanup, whichever is greater, shall be paid by the responsible party. - **$83.75**

e. Sec. 40-400. Small animals.

i. Upon notice, the City will remove and dispose of small dead animals, including, but not limited to, dogs, cats, chickens, ducks and geese, either from private property or public rights-of-way, excluding animal clinics. - **$25.25**

ii. Customers requesting removal from private property shall place the animal in a plastic bag and place the bag curbside before notification of pick up. Removal and disposal of small dead animals from private animal clinics shall be for a fee as established in Section 2-117. - **$25.25**

Division 4. Rates and Charges

f. Sec. 40-495. Generally.

i. Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this division, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

$20.25	Each single family detached residential unit or residential units in a building with less than a total of four attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.
$14.25	Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.
$20.25	Each residential unit in a building with less than a total of four attached residential units in a complex that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container, that has not been identified as a multifamily apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.
$9.25	Each residential unit in a building with a total of four or more attached residential units in a complex that has been identified as a multifamily apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection

	only. Service will be provided twice weekly. Fraternities, Sororities, Privately owned Student Dorms, and customers within a residential and mixed use location shall not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below.
$19.00	Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.

g. Sec. 40-496. Commercial collection rates.

i. The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

Container Size	**Frequency of Collection**	Monthly Rate
Ninety gallon automated	1	$ 22.75
	2	$ 46.50
	3	$ 69.75
	4	$ 91.25
	5	$ 114.00
	6	$ 134.50
300/400 gallon automated or two cubic yard non compactor	1	$ 167.50
	2	$ 220.75
	3	$ 268.75
	4	$ 317.00
	5	$ 367.75
	6	$ 426.00
Four cubic yard non compactor	1	$ 210.25
	2	$ 279.00
	3	$ 343.50
	4	$ 417.00
	5	$ 489.25
	6	$ 553.00
Eight cubic yard non compactor	1	$ 258.50
	2	$ 359.00
	3	$ 459.00
	4	$ 556.50
	5	$ 658.00
	6	$ 754.25
Two cubic yard compactor	1	$ 175.00
	2	$ 347.25
	3	$ 522.50
	4	$ 696.00

	5	$ 867.25
	6	$ 1,042.00
Four cubic yard compactor	1	$ 233.50
	2	$ 469.00
	3	$ 702.25
	4	$ 937.00
	5	$ 1,172.75
	6	$ 1,407.25
Six cubic yard compactor	1	$ 314.50
	2	$ 632.75
	3	$ 948.25
	4	$ 1,264.00
	5	$ 1,578.75
	6	$ 1,894.00

Sec. 40-497. Additional charges.

ii. The following Additional charges established in Section 2-117 will be assessed and collected upon the performance of the following described service or the occurrence of the described use or condition:

1. Per cycle fee for usage of the Northgate Promenade Commercial Compactor. The minimum monthly charge as described in Section 40-495 for small businesses that jointly use a commercial-type refuse container will apply until usage exceeds five cycles per calendar month. - **$21.75-** plus **$4.75** per access after six or more times to access
2. Daily rental fee for the use of any City-owned, 20 cubic yard roll-off container. - **$5.00**
3. Daily rental fee for the use of any City-owned, 30 cubic yard roll-off container. - **$5.25**
4. Daily rental fee for the use of any City-owned, 40 cubic yard roll-off container. - **$5.50**
5. Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of **$25.25**. The flat rate service charge is waived for 20 or more animal carcasses collected at one time.
6. Additional fee for collection service requested by customer in addition to the scheduled service on a 90-gallon container. - **$16.50**
7. Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service. - **$25.00**
8. Additional fee for collection service requested by customer in addition to the scheduled service on a 300-gallon or 400-gallon container. - **$33.00**
9. Additional fee for delivery and set-up on any City-owned, roll-off container. - **$48.25**
10. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard container. - **$33.00**
11. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard compactor. - **$42.00**

12. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard container. - **$50.75**
13. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard compactor. - **$58.75**
14. Additional fee for collection service requested by customer in addition to the scheduled service on an eight-cubic yard container. - **$67.00**
15. Additional fee for collection service requested by customer in addition to the scheduled service on a six cubic yard compactor. - **$76.00**
16. Unprepared solid waste minimum charge. - **$82.75**
17. All roll-off container service per load plus current per-ton landfill charge. - **$223.00**

5. Article V. Drainage Utility

The drainage utility fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 40-524. Rates.
i. All charges shall be made in accordance with the classification of properties by the following categories:
1. Residential service shall be charged on the basis of a set fee per residential unit.
a. Each single-family detached residential unit and each duplex residential unit: **$7.25** per month.
b. Each residential unit with two or more attached residential units and all residential units in a complex identified as a multifamily apartment complex: **$3.25** per month.
2. All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the schedule of drainage charges established in Section 2-117 which are hereby levied against all such remaining lots, tract or parcels of land within the City unless covered by exemptions listed herein. Commercial service shall be calculated on the basis of building square footage. **$3.50/1,000** sq. ft. per month.

CHAPTER 103: BUILDINGS AND BUILDING REGULATIONS

8. Article V. Single-Family and Duplex Unit Rental Registration

The single-family and duplex unit rental registration fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 103-242(d). Registration required.

i. A fee established of **$90.00** shall be assessed per building at the time of any required registration.

9. Article VI – Short Term Rental Registration

a. Section 103-248 (c). Fees.

i. Application and Application Renewal Fees. An annual application fee of **$100.00** shall be assessed per unit at the time of any required registration. An annual application renewal fee of **$75.00** shall be assess per unit following the initial registration.

ii. Life Safety Inspection Fee. An inspection fee of **$100.00** shall be assessed per dwelling unit for the required life safety inspection.

iii. Life Safety Reinspection Fee. If a dwelling unit does not pass the initial life safety inspection, the applicant shall pay a non-refundable re-inspection fee per dwelling unit of **$124.00**.

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: MARY ELLEN LEONARD, CPA, DIRECTOR OF FISCAL SERVICES
SUBJECT: FY23 FEE RESOLUTION CHANGES
DATE: JULY 24, 2024
CC: BRYAN C. WOODS, CITY MANAGER
JEFF KERSTEN, ASSISTANT CITY MANAGER

This memo outlines the changes to the Fee Resolution for the fall of FY25. The resolution will appear on August 22, 2024, on the Regular Agenda for Council approval.

- **Fire Department**
  - Chapter 2, Administration
    - **i.** Sec. 2-120. Fire Department Services – wording of fee changed for various items to clarify that item is a permit
- **Planning and Development Services Department**
  All fees managed by Planning Development Services have increased by 3.5%, the CPI-U increase since the last annual update. Fees updated are included in the following Articles, Sections:
  - Chapter 2, Administration
    - **i.** Article V Finance, Sec. 2-122 Planning and Development Services
    - **ii.** Article V Home Solicitation, Sec. 8-235(d) Itinerant Vendor Permit
    - **iii.** Article VI Carnivals, Circuses, Menageries, Sideshows, Concessions and Special Events Permits, Sec. 8-296.
    - **iv.** Article VIII Mobile Food Vendor Permits Sec. 8-418.
    - **v.** Article IX Northgate Outdoor Dining and Entertainment Permits Sec. 8-475 has been removed from the ordinance.
    - **vi.** Article XIII Shared Micro Mobility Sec. 8-824 Fees and Costs.

  - Chapter 14, Environment and Natural Resources
    - **i.** Article II Oil and Gas Permit Fees Sec. 14-67(b) – Permit period and renewal.
    - **ii.** Article II Oil and Gas Permit Fees Sec. 14-99 (b) – Urban permit.
    - **iii.** Article II Oil and Gas Permit Fees Sec. 14-100(a) – Rural permit.
    - **iv.** Article II Oil and Gas Permit Fees Sec. 14-101 – Seismic survey permit.
    - **v.** Article II Oil and Gas Permit Fees Sec. 14-151(a) – Abandonment.

  - Chapter 34, Streets Sidewalks and Other Public Places
    - **i.** Article I In General Sec. 34-2(c) – Encroachments upon easements.

ii. Article III Right-of-Way Use Sec. 34-100, Permit
iii. Article IV Right-of-Way Generally Sec. 34-190 (b) Registration fee
iv. Article V Parades and Motorcades Permit Sec. 34-248 Application fee

- Chapter 40, Utilities
  i. Article I In General Sec. 40-3(c) – Creation of municipal utility districts.

- **Parks and Recreation**

Fees managed by Parks and Recreation reflect a non-resident fee of 25% over the existing FY24 rate, an increase of 5% from FY24. Residential rates remain unchanged from FY24.

- Chapter 32, Parks and Recreation
  i. Non-Resident Fees are added for the following services at a rate of 25% over the existing resident rate.
     1. Athletic Field Rentals and Fees
     2. Instruction Fees per Person (e.g. Youth Sports, Aquatics)
     3. Aquatic Programming and Season Swim Passes

- **Public Works**

Fees managed by Public Works have increased by 3.5%, the CPI-U increase since the last annual update.

- Chapter 40, Utilities
  i. Article I In General, Sec. 40-4 Roadway Maintenance Fee
  ii. Article IV Solid Waste Collection and Disposal –Sec. 40-389 thru 40-497
  iii. Article V Drainage Utility –Sec. 40-524 Rates.

- **Water Services**

All fees managed by Water Services have increased by 10.0%. The request by Council to stratify the usage tiers will require programming changes to the Origin utility billing system and will not be available for an October 1, 2024 implementation. Stratification changes will be brought back to Council at a future meeting.

- Chapter 40, Utilities.
  i. Article II, Division 2. Rates, Usage Charges and Fees.

- **Electric Department**
  - Chapter 40, Utilities
    i. Article III Electric System – The Transmission Delivery Adjustment included in Secs. 40-315 to 40-326 have been updated from $0.0175 per kWh to $0.0180 per kWh. This charge is assessed for ERCOT transmission

system access and usage and is passed on to the customers without any markup by the City.

- **Community Development**

  The single-family and duplex unit rental registration fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics.

August 22, 2024
Item No. 8.5.
Woodcreek Section One ROO

Sponsor: Jeff Howell

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GS General Suburban or PDD Planned Development District to GS General Suburban and ROO Restricted Occupancy Overlay or PDD Planned Development District and ROO Restricted Occupancy Overlay, on approximately 32.26 acres being 130 lots and common area within Woodcreek Section One Subdivision,generally located between Lake Forest Court S and Stonebrook Drive, excluding Woodcreek Drive from State Highway 6 S to Lake Forest Court S.

Relationship to Strategic Goals:
Neighborhood Integrity

Recommendation(s): This item was heard at the August 1st, 2024 Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval.

Summary: This request is to add the ROO, which is a single-family overlay zoning district, to the existing base zonings within the Woodcreek Section One subdivision boundaries. The ROO is intended to provide subdivision-specific occupancy regulations – not to exceed two unrelated persons per single-family dwelling or accessory living quarter. The ROO Petition Committee, comprised of Woodcreek Section One property owners, has met all requirements of the ROO application process. The Petition Committee submitted the application materials including the ROO petition for the subdivision. When submitting an application, the fifty (50) percent plus one (1) petition signature threshold of property owners in support of the overlay must be met. City staff were able to verify that the petition met the signature threshold in support of the requested ROO.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject areas are designated as Suburban Residential on the Comprehensive Plan Future Land Use & Character Map. The surrounding areas to the north are designated as Parks and Greenways at the location of Woodcreek Park, and Suburban Residential with single-family detached dwellings. The subject properties are also surrounded by Suburban Residential to the south, east, and west, with single-family dwellings as well. These subject areas are generally bounded by Lake Forest Court S to the west and Stonebrook Drive to the east which is an existing 2-lane minor collector and shown on the Comprehensive Plan’s Thoroughfare Plan.

The Comprehensive Plan discusses single-family overlay zoning districts in both Chapter 3, Strong Neighborhoods and Chapter 9, Collaborative Partnerships. The plan states that, “various single-family overlay zoning districts have been created to help mitigate the issues associated with tear-downs in established neighborhoods. These include the Neighborhood Conservation Overlay, the Restricted Occupancy Overlay, and the Historic Preservation Overlay.” The plan goes on to state that

collaboration between the City and Texas A&M University is vital to proactively address issues caused by the rapid growth of the university and the stressors and potential changes that places on nearby neighborhoods. Single-family overlay zoning is a tool that a neighborhood can choose for itself to help address and mitigate perceived, anticipated, and actual changes within an established single-family neighborhood. While the NCO Neighborhood Conservation and HP Historic Preservation overlays address and mitigate changes to physical property characteristics, the intent of a ROO is to address and mitigate issues associated with over-occupancy. As a tool that a neighborhood can pursue for itself to address issues of over-occupancy and preserve neighborhood character, the request is aligned with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject areas are generally surrounded by GS General Suburban zoned single-family homes, except to the north across Shadowcrest Drive, which is zoned GS General Suburban and R Rural and is currently developed with single-family housing and a park. To the south, the subject area is also adjacent to PDD Planned Development District and R-1B Single-Family Residential to the east with single-family homes as well. The single-family uses allowed by the GS General Suburban or PDD Planned Development District zoning district will remain and the addition of the ROO solely restricts the number of unrelated persons per single-family dwelling or accessory living quarters to no more than two unrelated persons.

As stated in the Unified Development Ordinance (UDO):
Single-family overlay districts create an additional zoning district that is superimposed over the underlying zoning district. Single-family overlay districts are intended to provide additional standards for College Station neighborhoods. These standards promote residential development patterns and are intended to protect and enhance desirable neighborhood characteristics, livability, and harmonious, orderly, and efficient growth and development. The underlying zoning district establishes the permitted uses and standards and shall remain in effect. The requirements of the overlay district are to be applied in addition to the underlying zoning district standards.

The ROO overlay standard is as follows:
Occupancy of either, a detached single-family dwelling or accessory living quarter, shall not exceed two unrelated persons per single-family dwelling or accessory living quarter. Related persons are specified in Section 11.2 ‘Defined Terms’ in the definition of ‘Family.’ Accessory living quarter requirements are further specified in Section 6.5 ‘Accessory Uses’ within the standards for ‘Living Quarters.’

UDO sections 3.3 Zoning Map Amendment (Rezoning), 4.1 Establishment of Districts, and 5.11 Single-Family Overlay Districts detail the application process and regulations for single-family overlay districts and the ROO Process Handbook serves as a policy guide for residents. The process requires that a subdivision interested in pursuing a ROO form a Petition Committee. That committee is tasked with leading the effort, organizing their neighbors, hosting a neighborhood-led meeting and notifying all neighbors of the meeting via certified mail, collecting the petition signatures, and submitting the completed application and all required materials.

The ROO Petition Committee was comprised of four members: Dwight Allen, Becky Johnson, Karen Bollermann, and Diane Jennings. The Petition Committee hosted their neighborhood meeting on April 2, 2024, discussed pursuing the ROO, the overall process, and discussed collecting petition

signatures. There were approximately 32 attendees at the meeting, 30 were property owners and 2 were residents within the subdivision. City staff were not present at the meeting.

The Petition Committee finished collecting petition signatures and submitted their complete ROO application on May 31, 2024. City staff verified that the application was complete, that all requirements were met, and that the ROO petition for the subdivision met the signature threshold. The verified petition signatures in support of the ROO are as follows:

- Woodcreek Section One: 107 of 130 lots in support (82.3%)

Staff held a required City-hosted neighborhood meeting for this ROO application request on July 8, 2024. There were approximately 10 attendees, with the majority of questions relating to the overall process and timeline of the ROO application.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The ROO zoning does not affect any of the physical characteristics of the underlying GS General Suburban or PDD Planned Development District zoning district. The existing subdivisions meet the dimensional standards for GS General Suburban or PDD Planned Development District zoned properties as set forth in the UDO and are already developed as a single-family residential subdivision.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water, wastewater, stormwater, and transportation infrastructure is adequate to support the needs of these existing developments. No additional development and subsequent impacts are anticipated from the addition of the ROO zoning designation.

5. The marketability of the property:

The single-family uses allowed by the GS General Suburban or PDD Planned Development District zoning district will remain and are marketable as single-family residential homes. The ROO only restricts the number of unrelated persons per single-family dwelling or accessory living quarters to no more than two unrelated persons.

Budget & Financial Summary: N/A

Attachments:

1. Woodcreek ROO Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information
4. Rezoning Map
5. Future Land Use Map
6. Original Subdivision Plats
7. Applicant's Supporting Information
8. Petition Committee Members
9. Neighborhood Meeting Materials
10. Petition Signatures

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 32.26 ACRES BEING 130 LOTS AND COMMON AREA WITHIN WOODCREEK SECTION ONE SUBDIVISION, EXCLUDING WOODCREEK DRIVE FROM STATE HIGHWAY 6 S TO LAKE FOREST COURT AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35**.**

PASSED, ADOPTED, and APPROVED this 22nd day of August, 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

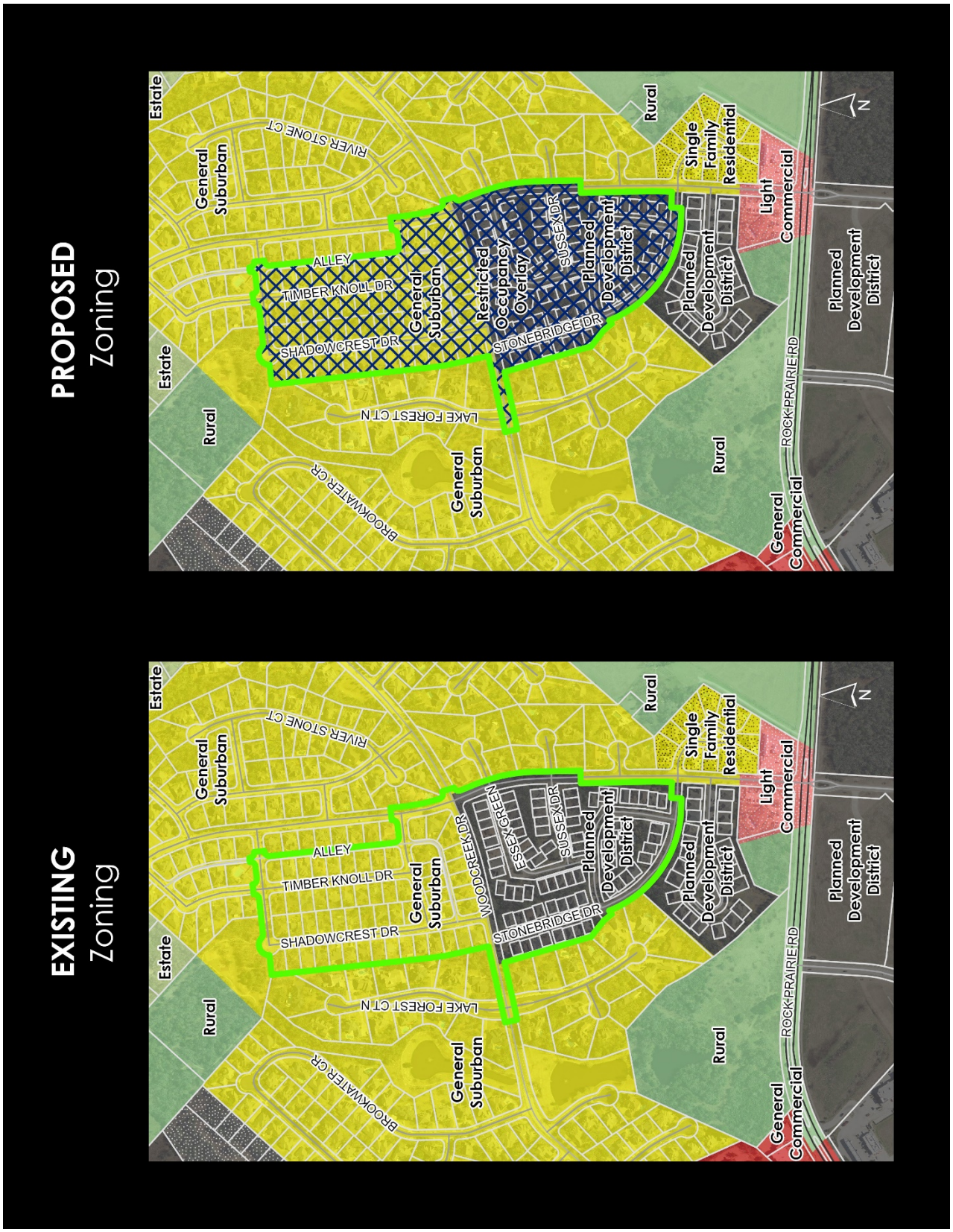
Exhibit A

That Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended and is to read as follows:

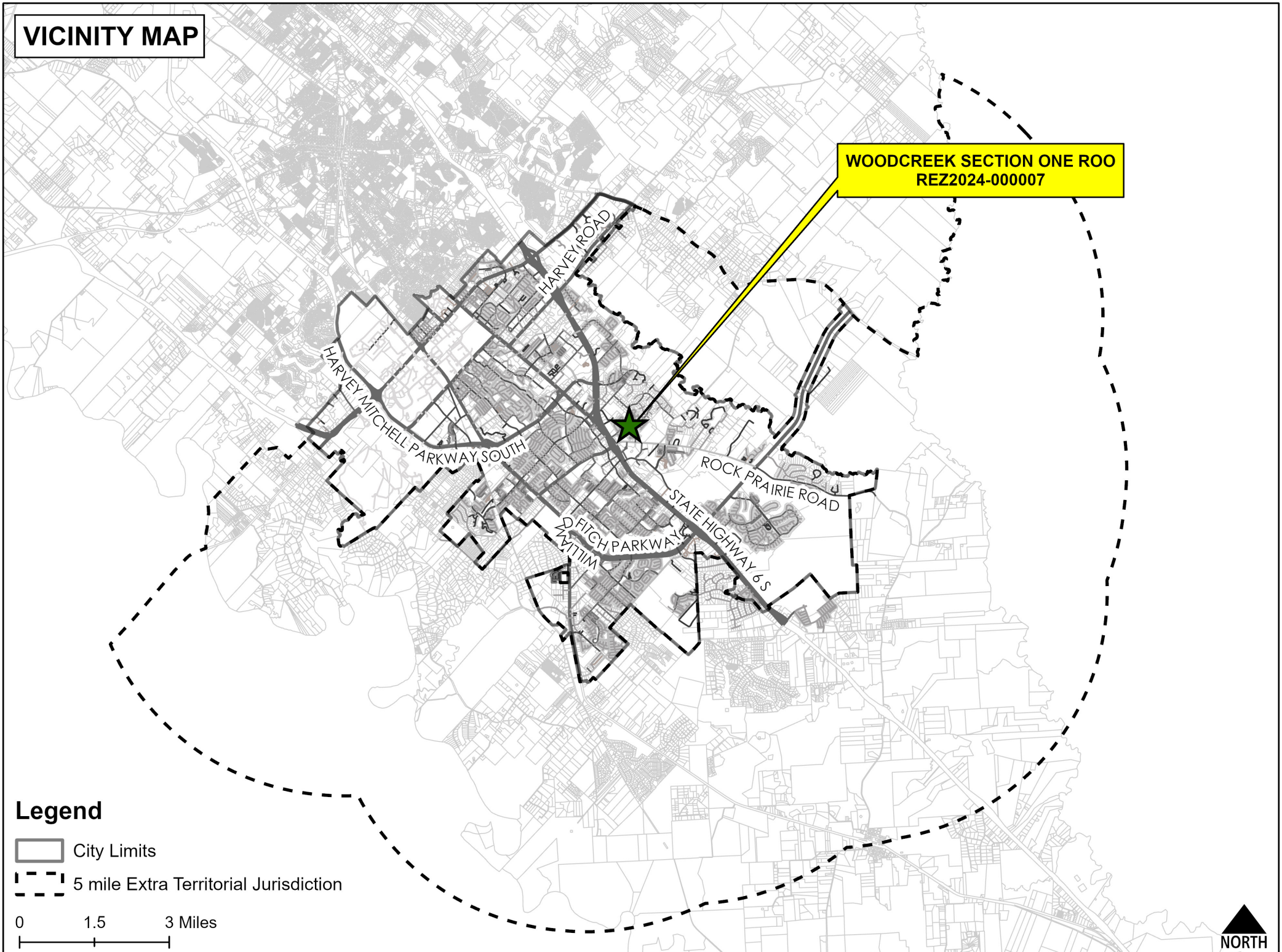
The following properties are rezoned to apply a ROO Restricted Occupancy Overlay zoning as provided in Appendix A, "Unified Development Ordinance," Article 5 "District Purpose Statements and Supplemental Standards", Section 5.11 "Single-Family Overlay Districts":

Approximately 32.26 acres of land, being 130 lots and common area within Woodcreek Section One Subdivision, excluding Woodcreek Drive from State Highway 6 S to Lake Forest Court S.

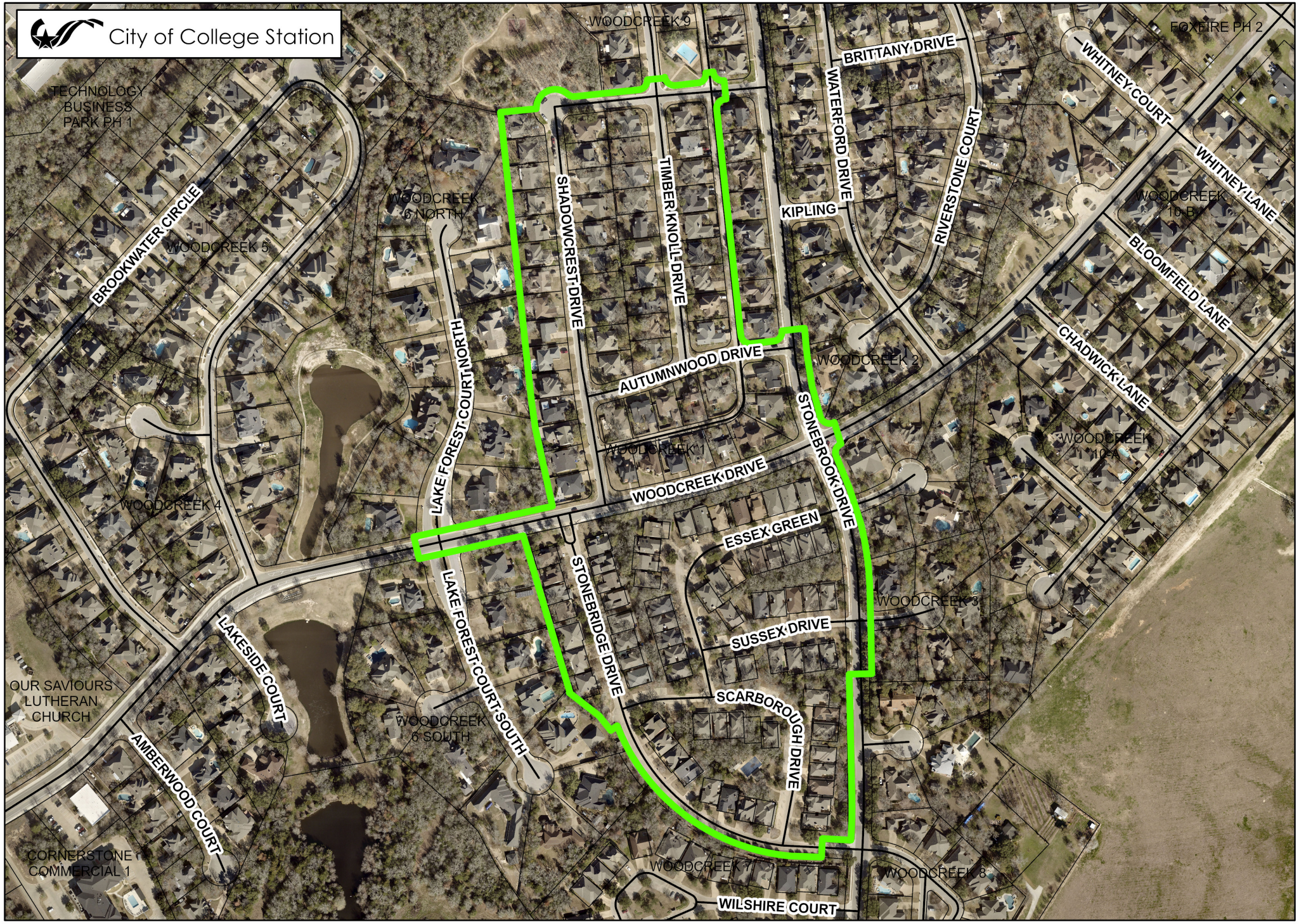
Exhibit B


PROPOSED
Zoning
Estate
RIVER STONE CT
General Suburban
Rural
Single Family Residential
Light Commercial
ALLEY
TIMBER KNOLL DR
SHADOWCREST DR
General Suburban
Restricted Occupancy Overlay
SUSSEX DR
Planned Development District
STONEBRIDGE DR
Planned Development District
Planned Development District
LAKE FOREST CT N
Estate
Rural
BROOKWATER CR
General Suburban
Rural
ROCK PRAIRIE RD
General Commercial
Planned Development District
N
EXISTING
Zoning
Estate
RIVER STONE CT
General Suburban
Rural
Single Family Residential
Light Commercial
ALLEY
TIMBER KNOLL DR
SHADOWCREST DR
General Suburban
WOODCREEK DR
ESSEX GREEN
SUSSEX DR
Planned Development District
STONEBRIDGE DR
Planned Development District
Planned Development District
LAKE FOREST CT N
Estate
Rural
BROOKWATER CR
General Suburban
Rural
ROCK PRAIRIE RD
General Commercial
Planned Development District
N

VICINITY MAP



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

0 325 650 Feet

WOODCREEK SECTION ONE ROO

Case: REZ2024-000007

REZONING



ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MH Middle Housing
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- HOO High Occupancy Ovr.
- 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 0 465 930 Feet

WOODCREEK SECTION ONE ROO

Case: REZ2024-000007

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 1, 2024
Advertised Council Hearing Date: August 22, 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:

Shadowcrest
Stonebridge

Property owner notices mailed: 216

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Suburban Residential, Parks & Greenways	GS General Suburban, R Rural	Single-family detached, Parkland
South	Suburban Residential	PDD Planned Development District, GS General Suburban	Single-family detached
East	Suburban Residential	GS General Suburban, R-1B Single-Family Residential	Single-family detached
West	Suburban Residential	GS General Suburban	Single-family detached

DEVELOPMENT HISTORY

Annexed: September 1977

Zoning: A-O Agricultural-Open (upon annexation 1977)

Properties north of Woodcreek Drive

- From A-O to R-1 Single-Family Residential (1982)
- R-1 Single-Family Residential renamed to GS General Suburban (2013)

Properties south of Woodcreek Drive

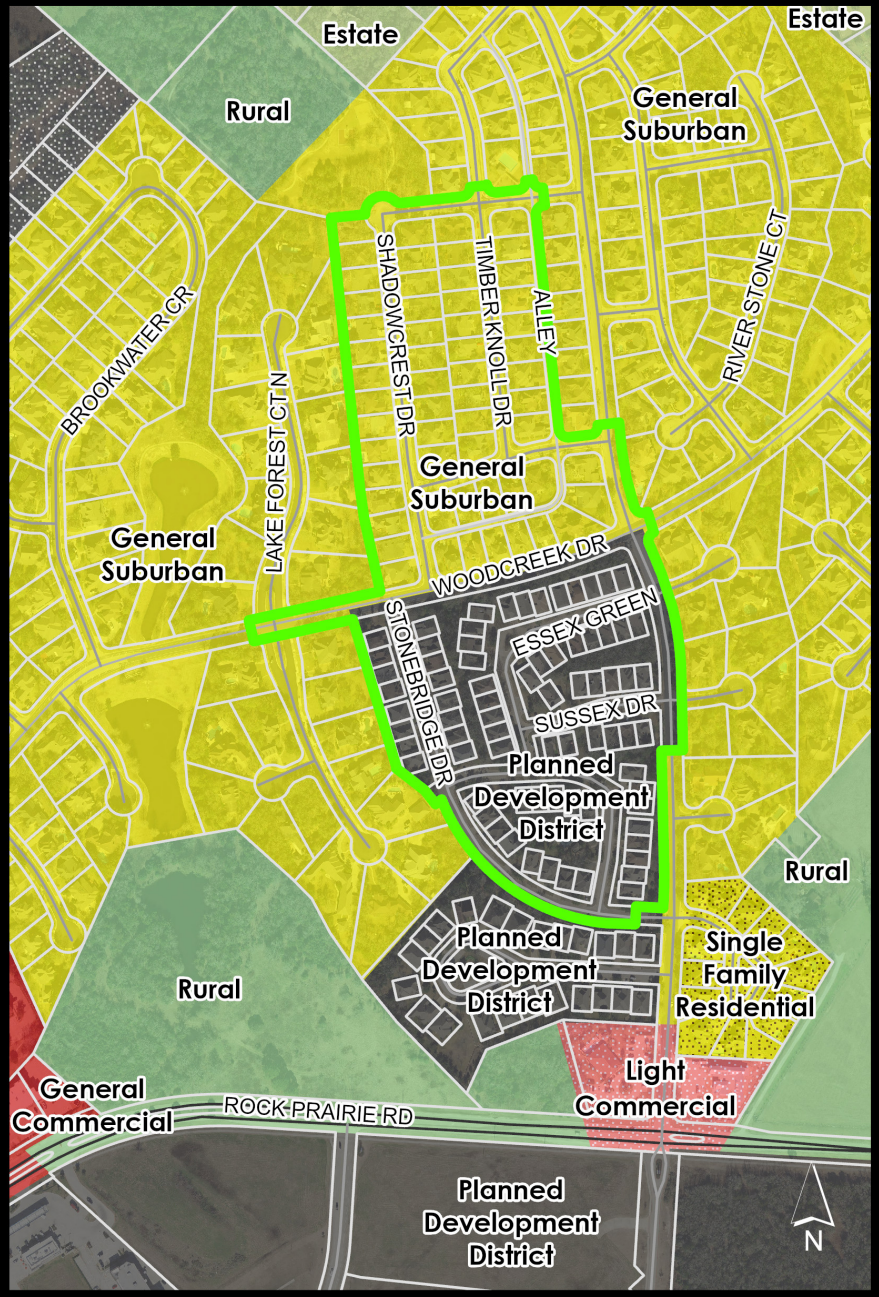
- From A-O to R-3 Townhouse (1980)
- From R-3 Townhouse to PUD Planned Unit Development (1982)
- PUD Planned Unit Development renamed to PDD Planned Development District (2003)

Final Plat: Woodcreek Section One (1982)

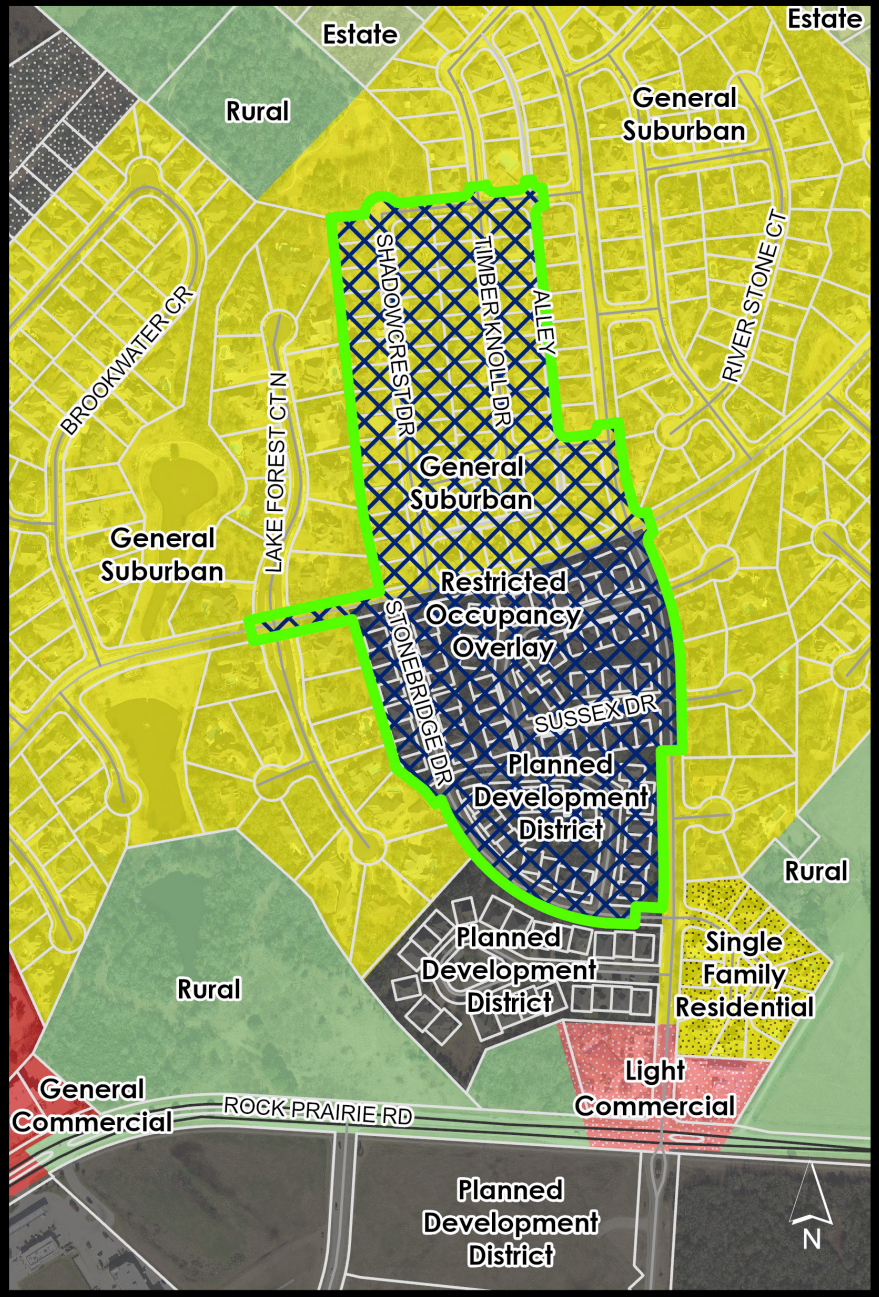
- Woodcreek Section One (Amending Plat-1992)

Site Development: Single-family detached and common area

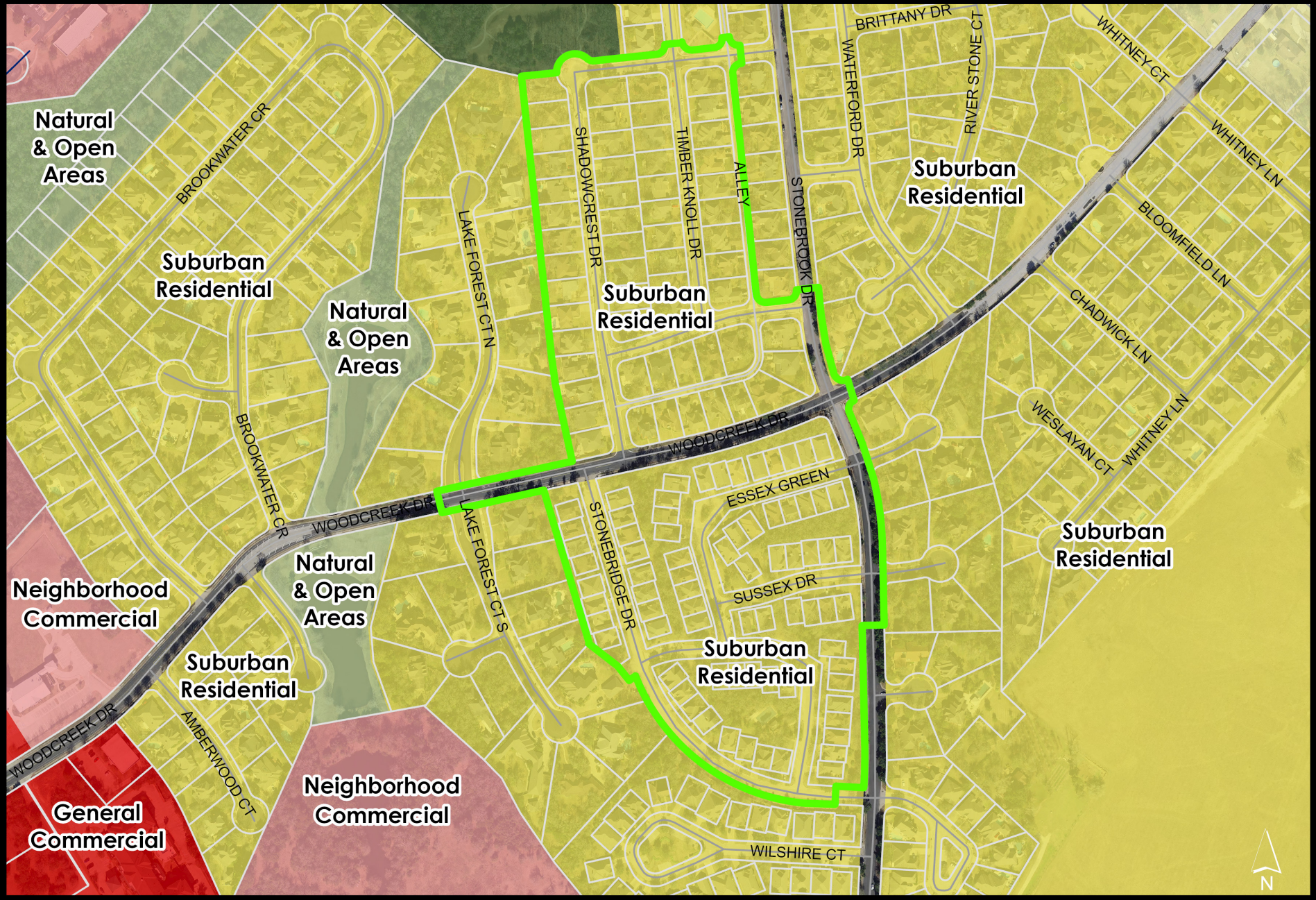
EXISTING
Zoning



PROPOSED
Zoning

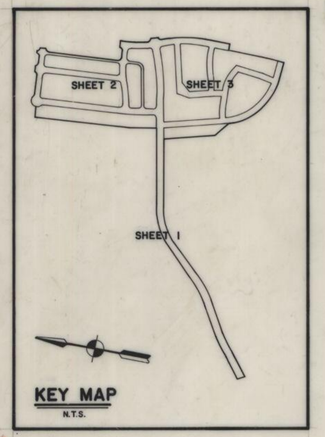


EXISTING
Future Land Use

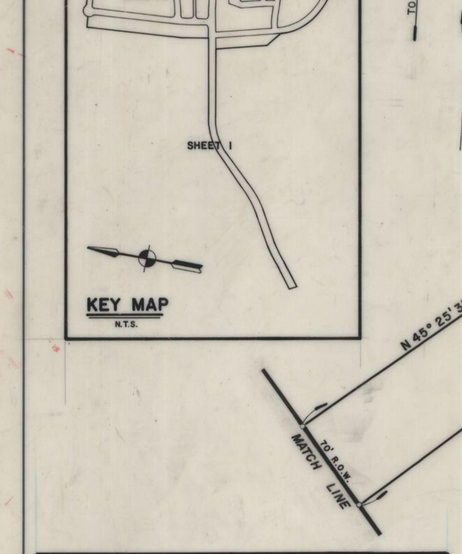


R CURVE DATA					
CURVE	DELTA	RADIUS	TANGENT	CHORD	ARC
①	10°00'00"	960.00'	83.99'	167.34'	167.55'
②	16° 00'00"	765.00'	107.51'	212.94'	213.63'
③	40°11'20"	325.25'	118.99'	223.49'	228.14'
④	35°52'06"	587.95'	190.29'	362.09'	368.07'
⑤	16°00'00"	835.00'	117.35'	232.42'	233.18'
⑥	10°00'00"	890.00'	77.87'	155.14'	155.33'

℄ CURVE DATA					
Ⓐ	10°00'00"	925.00'	80.93'	161.24'	161.44'
Ⓑ	16°00'00"	800.00'	112.43'	222.68'	223.40'
Ⓒ	35°52'06"	420.00'	135.93'	258.66'	262.92'



KEY MAP
N.T.S.



VICINTY MAP
N.T.S.

TEXAS AVENUE (STATE HWY. 6)

TO BRYAN

TO NAVASOTA

N 29° 26' 56" W - 71.08'

N29°26'56"W - 322.91'

S29°26'56"E - 790.34'

FUTURE DEVELOPMENT

① CHD: N 55° 33' 06" E - 167.34'

N 50° 33' 05" E - 234.00'

N 60° 33' 05" E - 318.00'

② CHD: N 52° 33' 05" E - 212.94'

70' R.O.W.

Ⓐ WOODCREEK DRIVE Ⓑ

MATCH LINE

70' R.O.W.

S 50° 33' 05" E - 246.35'

⑥ CHD: S 55° 33' 06" W - 155.14'

S 60° 33' 05" W - 318.00'

⑤ CHD: S 52° 33' 05" W - 232.42'

FUTURE DEVELOPMENT

③ CHD: N 63° 27' 22" E - 223.49'

N 83° 33' 02" E - 83.60'

N 80° 25' 11" E - 664.89'

60' R.O.W.

Ⓒ WOODCREEK DRIVE

60' R.O.W.

S 80° 25' 11" W - 572.11'

④ CHD: S 62° 29' 06" W - 326.09'

N 43° 21' 42" E - 103.27'

60' R.O.W.

N 45° 25' 33" E - 327.61'

S 43° 40' 37" W - 327.61'

TO R.O.W. MATCH LINE

FUTURE DEVELOPMENT

WOODCREEK = 3.43 AC.

SCALE: 1" = 50'

10' x 35' GUY EASEMENT

S 11° 96' 55" E - 60.05'

S 80° 25' 11" W - 95.26'

BLOCK 3 ONE

THIS SECTION SEE SHEET 2 OF 3 SHEETS

SHADOWCREST DRIVE

STONEBRIDGE DRIVE

BLOCK 4 "I"

BLOCK 22 "N"

THIS SECTION SEE SHEET 3 OF 3 SHEETS

SCALE: 1" = 50'

STATE OF TEXAS
COUNTY OF BRAZOS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED E. W. Schultz

KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL ON THIS THE 19th DAY OF March 1982.

Sarry Wells

NOTARY PUBLIC, BRAZOS COUNTY, TEXAS.

NOTARY PUBLIC STATE OF TEXAS COUNTY OF BRAZOS

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I (we) WOODCREEK JOINT VENTURE, E.W. SCHULTZ, TRUSTEE owner(s) and developer(s) of the land shown on this plat, and designated herein as the WOODCREEK - SECTION ONE Subdivision to the City of College Station, Texas, and whose name (s) is/are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, easements and public places thereon shown for the purpose and consideration therein expressed.

E.W Schultz, Trustee

APPROVAL OF CITY COUNCIL

I, DR. GARY HALTER, Mayor of the City of College Station, Texas, hereby certify that this plat was duly approved by the City Council on the 22nd day of April 1982.

Gary Halter Mayor

ATTEST: Dian Jones Secretary

APPROVAL OF PLANNING AND ZONING COMMISSION

I, JAMES H. BEHLING, Chairman of the Planning and Zoning Commission of the City of College Station, hereby certify that this plat was duly approved by the Commission on the 15th day of April 1982

James H. Behling Chairman

ATTEST: Edward D. Mayfield Secretary

GENERAL NOTES:
1. IRON RODS SET AT ALL LOT CORNERS, P.I.'s, P.H.C.'s, & P.H.T.'s.
2. ALL DISTANCES SHOWN ALONG CURVES ARE CHORD DISTANCES.
3. —●— DENOTES RADIUS POINT.
4. —○— DENOTES PERIMETER CORNER.
5. —◎— DENOTES P.H.C. OR P.H.T.
6. —◉— DENOTES P.H.C. OR P.H.T. AND RADIUS POINT.

CERTIFICATE OF CITY ENGINEER

I, ELREY B. ASH II, City Engineer of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

Elrey B. Ash II

City Engineer
City of College Station, Texas

CERTIFICATE OF SURVEYOR AND/OR ENGINEER

STATE OF TEXAS
COUNTY OF BRAZOS

I, JERRY BISHOP Registered Public Surveyor

No. 2557 In the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property, and that property markers and monuments were placed under my supervision on the ground.

Jerry Bishop

STATE OF TEXAS JERRY BISHOP 37426 REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS JERRY BISHOP 2557 REGISTERED PUBLIC SURVEYOR

CERTIFICATE BY THE COUNTY CLERK:

STATE OF TEXAS
COUNTY OF BRAZOS

I, FRANK BORISKIE, County Clerk in and for the said County, do certify that this plat together with its certificates of authentication was filed for record in my office the 13 day of July 1982. in the Deed Records of Brazos County, Volume 529, Page 93.

Frank Boriskie

County Clerk
Brazos County, Texas

Mary Ann Ward

FILED
At 11:20 O'clock A M
JUL 13 1982
FRANK BORISKIE
Clerk, County Court, Brazos County, Texas
By Emma Aguilar

232003

SHEET 1 OF 3 SHEETS

FINAL PLAT

OF

WOODCREEK

SECTION ONE

35.28 ACRES

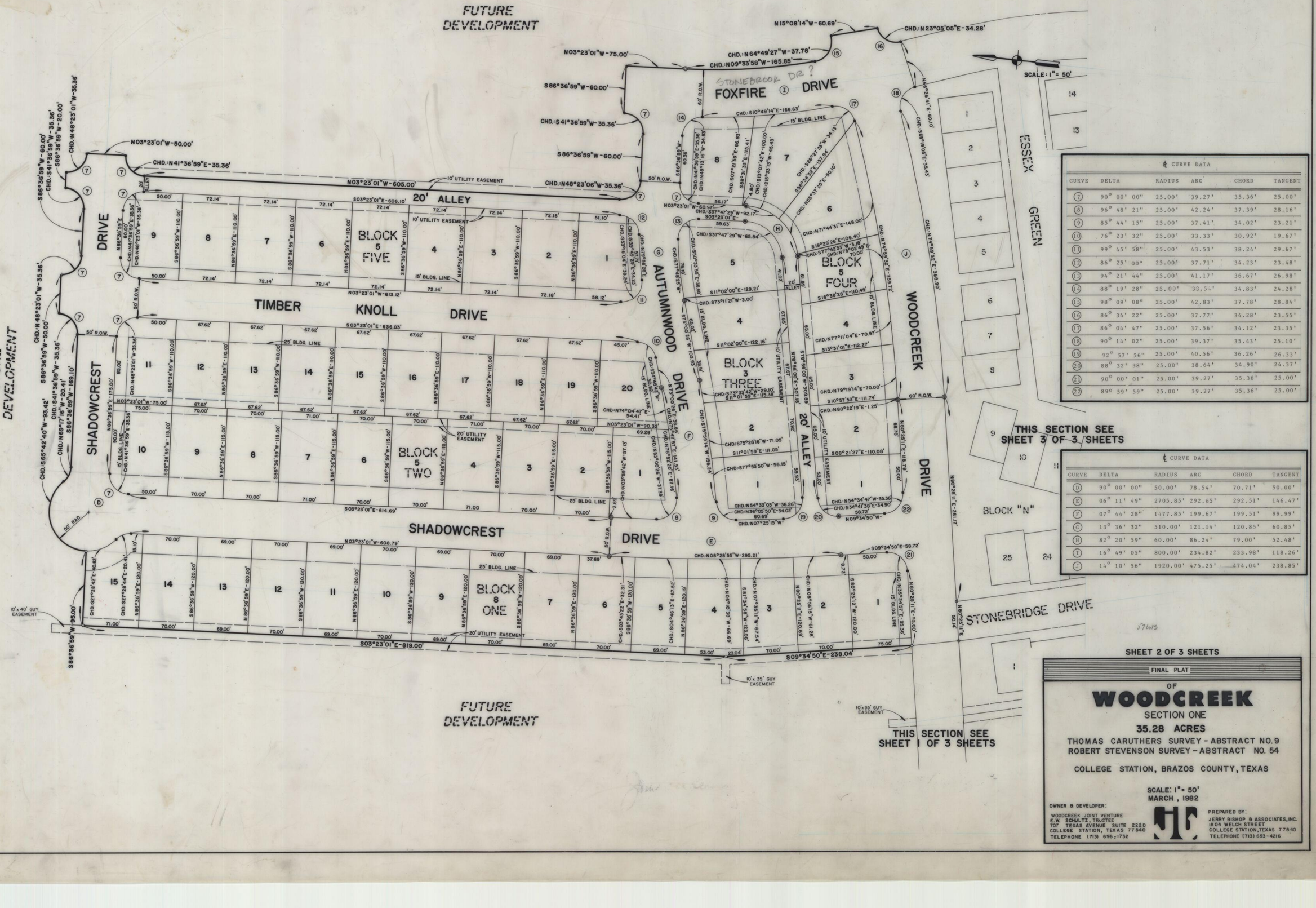
THOMAS CARUTHERS SURVEY - ABSTRACT NO. 9
ROBERT STEVENSON SURVEY - ABSTRACT NO. 54

COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1" = 50'
MARCH, 1982

OWNER & DEVELOPER:
WOODCREEK JOINT VENTURE
E.W. SCHULTZ, TRUSTEE
707 TEXAS AVENUE SUITE 2220
COLLEGE STATION, TEXAS 77840
TELEPHONE (713) 696-1732

PREPARED BY:
JERRY BISHOP & ASSOCIATES, INC.
1804 WELCH STREET
COLLEGE STATION, TEXAS 77840
TELEPHONE (713) 693-4216



℄ CURVE DATA					
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT
(7)	90° 00' 00"	25.00'	39.27'	35.36'	25.00'
(8)	96° 48' 21"	25.00'	42.24'	37.39'	28.16'
(9)	85° 44' 15"	25.00'	37.41'	34.02'	23.21'
(10)	76° 23' 32"	25.00'	33.33'	30.92'	19.67'
(11)	99° 45' 58"	25.00'	43.53'	38.24'	29.67'
(12)	86° 25' 00"	25.00'	37.71'	34.23'	23.48'
(13)	94° 21' 44"	25.00'	41.17'	36.67'	26.98'
(14)	88° 19' 28"	25.00'	38.54'	34.83'	24.28'
(15)	98° 09' 08"	25.00'	42.83'	37.78'	28.84'
(16)	86° 34' 22"	25.00'	37.77'	34.28'	23.55'
(17)	86° 04' 47"	25.00'	37.56'	34.12'	23.35'
(18)	90° 14' 02"	25.00'	39.37'	35.43'	25.10'
(19)	92° 57' 56"	25.00'	40.56'	36.26'	26.33'
(20)	88° 32' 38"	25.00'	38.64'	34.90'	24.37'
(21)	90° 00' 01"	25.00'	39.27'	35.36'	25.00'
(22)	89° 59' 59"	25.00'	39.27'	35.36'	25.00'

℄ CURVE DATA					
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT
(D)	90° 00' 00"	50.00'	78.54'	70.71'	50.00'
(E)	06° 11' 49"	2705.85'	292.65'	292.51'	146.47'
(F)	07° 44' 28"	1477.85'	199.67'	199.51'	99.99'
(G)	13° 36' 32"	510.00'	121.14'	120.85'	60.85'
(H)	82° 20' 59"	60.00'	86.24'	79.00'	52.48'
(I)	16° 49' 05"	800.00'	234.82'	233.98'	118.26'
(J)	14° 10' 56"	1920.00'	475.25'	474.04'	238.85'

SHEET 2 OF 3 SHEETS

FINAL PLAT

OF

WOODCREEK

SECTION ONE

35.28 ACRES

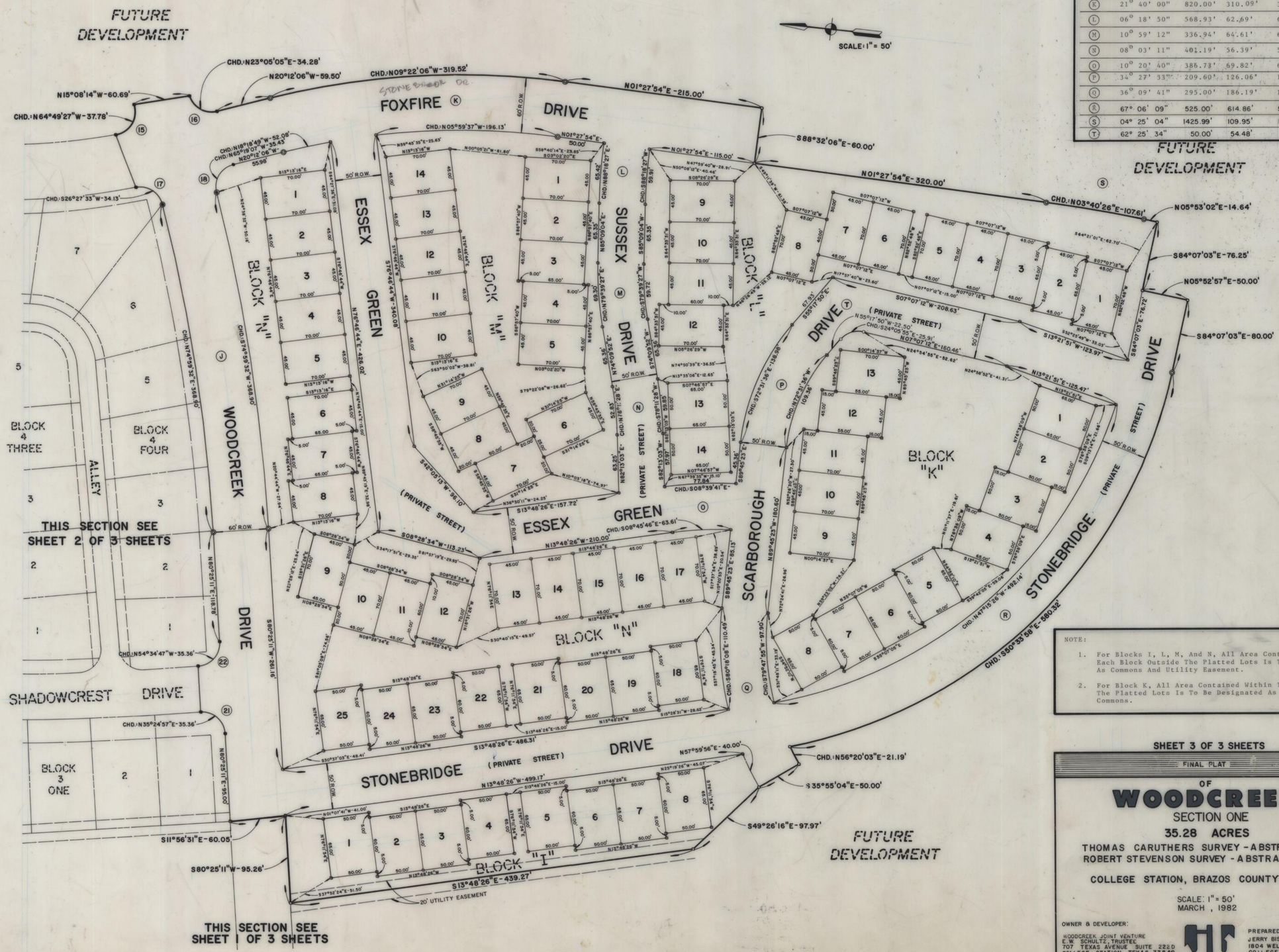
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COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1" = 50'
MARCH, 1982

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707 TEXAS AVENUE SUITE 222D
COLLEGE STATION, TEXAS 77840
TELEPHONE (713) 696-1732

PREPARED BY:
JERRY BISHOP & ASSOCIATES, INC.
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COLLEGE STATION, TEXAS 77840
TELEPHONE (713) 693-4216



℄ CURVE DATA

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT
K	21° 40' 00"	820.00'	310.09'	308.24'	156.92'
L	06° 18' 50"	568.93'	62.69'	62.66'	31.38'
M	10° 59' 12"	336.94'	64.61'	64.51'	32.40'
N	08° 03' 11"	401.19'	56.39'	56.34'	28.24'
O	10° 20' 40"	386.73'	69.82'	69.73'	35.01'
P	34° 27' 33"	209.60'	126.06'	124.17'	65.00'
Q	36° 09' 41"	295.00'	186.19'	183.11'	96.31'
R	67° 06' 09"	525.00'	614.86'	580.32'	348.17'
S	04° 25' 04"	1425.99'	109.95'	109.92'	55.00'
T	62° 25' 34"	50.00'	54.48'	51.82'	30.30'

NOTE:

1. For Blocks I, L, M, And N, All Area Contained Within Each Block Outside The Platted Lots Is To Be Designated As Commons And Utility Easement.
2. For Block K, All Area Contained Within The Block Outside The Platted Lots Is To Be Designated As Recreational Commons.

SHEET 3 OF 3 SHEETS

FINAL PLAT

OF

WOODCREEK

SECTION ONE

35.28 ACRES

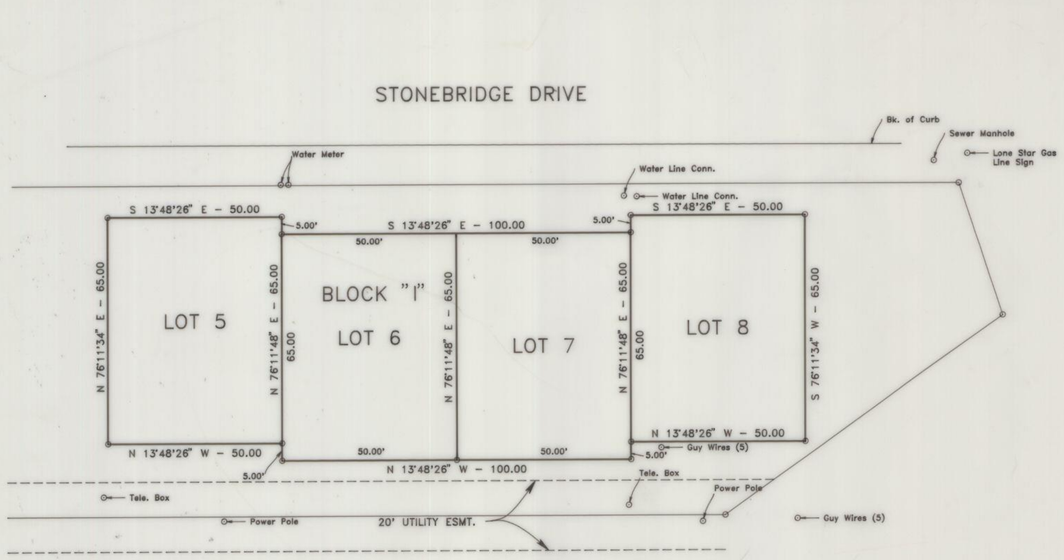
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COLLEGE STATION, BRAZOS COUNTY, TEXAS

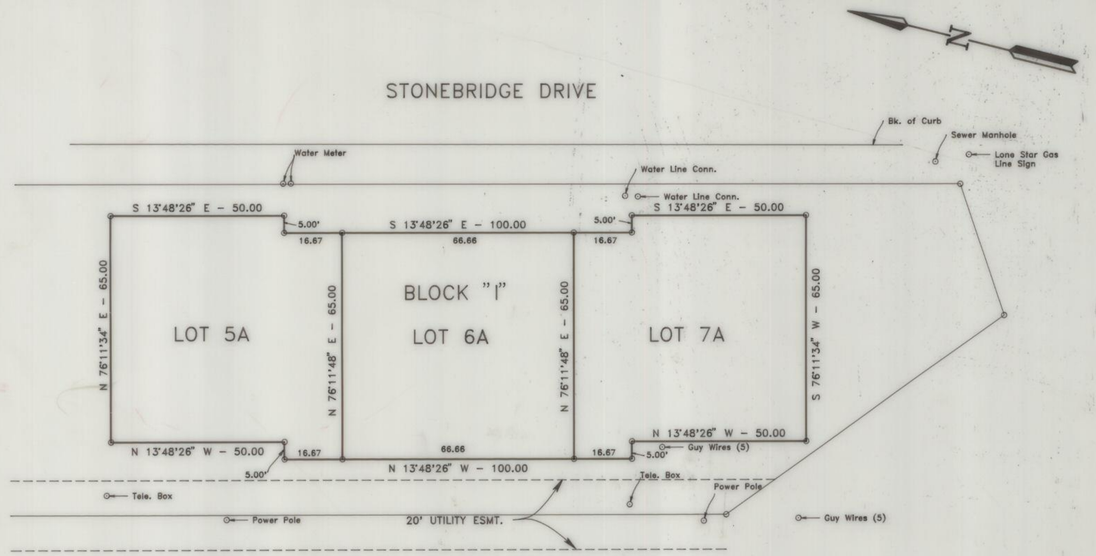
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E.W. SCHULTZ, TRUSTEE
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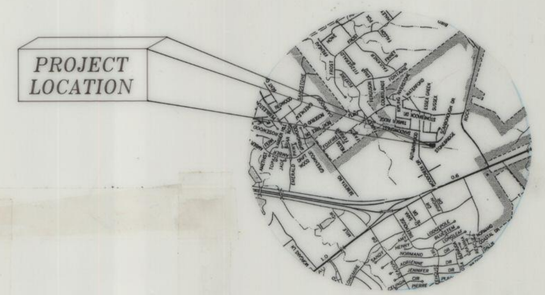
PREPARED BY:
JERRY BISHOP & ASSOCIATES, INC.
1804 WELCH STREET
COLLEGE STATION, TEXAS 77840
TELEPHONE (713) 693-4216



ORIGINAL PLAT



AMENDING PLAT



VICINITY MAP

STATE OF TEXAS
COUNTY OF BRAZOS
I, (We,The), Roy Luepnitz
owner(s) and developer(s) of the land shown on this plat, being the tract of land (being part of the tract of land) as conveyed to me (us) in the Deed Records of Brazos County in Volume 559, Page 83, and designated herein as the in the City of College Station, Texas and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, and public places theron shown for the purpose and consideration therein expressed.

Roy Luepnitz
Owner

STATE OF TEXAS
COUNTY OF BRAZOS
Before me, the undersigned authority, on this day personally appeared Roy Luepnitz, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same for purpose and consideration therein stated.

Given under my hand and seal on this 10th day of June, 1992.

Donald Garrett
Notary Public, State of Texas

DONALD GARRETT
MY COMMISSION EXPIRES
September 15, 1992

APPROVAL OF THE CITY ENGINEER

I, the undersigned, City Engineer of the City of College Station, hereby certify that this subdivision plat is in compliance with the appropriate codes and ordinances of the City of College Station.

David Pollan
City Engineer, College Station, Texas

CERTIFICATE OF SURVEYOR

I, Donald D. Garrett, Registered Professional Land Surveyor No.2972, of the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that the metes and bounds describing said subdivision do describe a closed geometric form.

Donald Garrett
Donald D. Garrett, R.P.L.S. No. 2972

APPROVAL OF PLANNING AND ZONING COMMISSION

I, Kyle Hawthorne, Chairman of the Planning and Zoning Commission of the City of College Station, Texas, hereby certify that the attached plat was duly approved by the Commission on the 23rd day of June, 1992.

Chairman of the Planning and Zoning Commission

ATTEST: Natalie Thomas
Secretary

CERTIFICATE OF THE ENGINEER

I, Donald D. Garrett, Registered Professional Engineer No. 22790, in the State of Texas, hereby certify that proper engineering consideration has been given to this plat.

Donald Garrett
Donald D. Garrett, P.E. No. 22790

APPROVAL OF CITY COUNCIL

I, Larry J. Ringer, Mayor of the City of College Station, hereby certify that the attached plat duly approved by the City Council on the 9th day of July, 1992.

Mayor of College Station, Texas

ATTEST: Natalie Thomas
City Secretary

STATE OF TEXAS
COUNTY OF BRAZOS

CERTIFICATE OF THE COUNTY CLERK

I, Mary Ann Ward, County Clerk, in and for said County, do hereby certify, that this plat together with its certificates of authentication was filed, for record in my office the 10 day of July, 1992, in the Deed /Official Records of Brazos County, Texas, in Volume 1545, Page 51

Mary Ann Ward by Barbara Johnson Deputy Clerk
County Clerk
Brazos County, Texas

AMENDING PLAT
OF
LOTS 5 - 8 , BLOCK I
WOODCREEK SECTION 1

COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1" = 20' MAY 1992

OWNER/DEVELOPER:
ROY LUEPNITZ
2748 LONGMIRE DRIVE
COLLEGE STATION, TEXAS PH. 764-0698

GARRETT ENGINEERING
Consulting Engineering & Land Surveying
4444 Carter Creek Parkway Suite 108
Bryan, Texas 77802
Phone: 409 / 846 - 2688

B-441

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: WOODCREEK SECTION ONE ROO (REZ2024-000007)

Address: 1311 ESSEX GREEN

Legal Description: WOODCREEK PH 1, BLOCK N, LOT 3

Total Acreage: 35.28

Applicant:: DWIGHT ALLEN

Property Owner: DWIGHT ALLEN

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The City of College Station community has grown and developed over the years, with attendant factors such as population increase, traffic congestion, and commercial encroachment, as well as encroachment of higher occupancy uses in traditional single-family residential neighborhoods. All of this has made it more difficult to ensure safe, tranquil, clean and healthy residential neighborhoods with enduring character. Unique properties such as the Stonebridge and Shadowcrest neighborhoods have grown more desirable, particularly for higher occupancy uses. The Restricted Occupancy Overlay (ROO) designation, which allows property owners the option to limit occupancy of single-family dwelling units and accessory structures to no more than two unrelated persons (applying the Family standard as defined in Section 11.2 of the Unified Development Ordinance) within the Property's boundaries, is necessary to maintain the Property's single-family residential use standard and neighborhood integrity.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

This ROO zone change is in accordance with the Comprehensive Plan and with the ROO ordinance passed by the College Station City Council in 2021. The ROO designation requested by this Application, if approved by the City Council, does not change the existing Residential zoning designation of the Property. A ROO overlay furthers the objectives of the Comprehensive Plan by (i) lessening congestion on the streets of the Property, (ii) secures safety from fire, panic, and other dangers, (iii) promotes health and the general welfare, (iv) prevents the overcrowding of the Property by limiting inconsistent high occupancy of single-family residences, and (v) facilitates safe and appropriate traffic within the Property.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The Property is currently zoned for single-family residential uses and is fully developed with single-family residences;
again, this rezoning request will not change this existing Residential zoning designation. The ROO designation will
maintain the Property's single-family residential use standard and integrity.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The Property is currently zoned for single-family residential uses and is fully developed with single-family residences;
again, this rezoning request will not change this existing Residential zoning designation. The ROO designation will
maintain the Property's single-family residential use standard and integrity.

Explain the suitability of the property for uses permitted by the current zoning district.

The Property is currently zoned for single-family residential uses and is fully developed with single-family residences;
again, this rezoning request will not change this existing Residential zoning designation. The ROO designation will
maintain the Property's single-family residential use standard and integrity.

Explain the marketability of the property for uses permitted by the current zoning district.

The Property is fully developed and is currently robustly marketed as single-family residences. Sales and leases of single
family residences occur frequently throughout the Property.

List any other reasons to support this zone change.

A ROO designation for the Property is consistent with and supports Stonebridge's and Shadowcrest's current neighborhood
Covenants and Restrictions which contain single-family residential use and limited occupancy standards and restrictions.

ATTACHMENT TO

WOODCREEK SECTION ONE

APPLICATION FOR RESTRICTED OCCUPANCY OVERLAY

UPDATED CONTACT INFORMATION OF WOODCREEK SECTION ONE NEIGHBORHOOD PETITION COMMITTEE MEMBERS

Dwight Allen
1311 Essex Green
College Station, TX 77845
(979) 224-2934
drallen34@outlook.com

Becky Johnson
9302 Stonebridge Dr
College Station, TX 77845
(512) 554-3588
stonebridgehoacs@gmail.com

Karen Bollermann
1315 Essex Green
College Station, TX 77845
(480) 225-7584
kbollerman@icloud.com

Diane Jennings
9316 Essex Green
College Station, TX 77845
(512) 771-4653
diane.jennings@me.com

ATTACHMENT TO
WOODCREEK SECTION ONE
APPLICATION FOR RESTRICTED OCCUPANCY OVERLAY

APRIL 2, 2024 NEIGHBORHOOD MEETING NOTICE

WOODCREEK SECTION ONE

NEIGHBORHOOD PETITION COMMITTEE

March 18, 2024

Dear Neighbor:

You are invited to a Neighborhood Meeting to discuss rezoning the Woodcreek Section One platted subdivision to include a Restricted Occupancy Overlay (ROO). The ROO is a single-family overlay zoning district intended to provide an additional restriction in single-family neighborhoods.

A ROO allows us, as property owners in the subdivision, to petition to limit the number of household occupants to no more than two unrelated persons.

The meeting will take place at:

Our Saviour's Lutheran Church
1001 Woodcreek Dr.
College Station, TX 77845

On April 2, 2024 at 6:30 pm to 7:30 pm

For additional information regarding this discussion, please contact a representative listed below.

Becky Johnson 512.554.3588 woodcreekph1roo@gmail.com

ATTACHMENTS TO
WOODCREEK SECTION ONE PETITION COMMITTEE'S REPLY TO
CITY OF COLLEGE STATION,
PLANNING & DEVELOPMENT SERVICES DEPARTMENT
PROJECT REVIEW COMMENTS TO
APPLICATION FOR RESTRICTED OCCUPANCY OVERLAY

Stonebridge ROO Info

Dwight Allen <drallen34@outlook.com>

Thu 12/21/2023 4:16 PM

Bcc:tinatinaevans@gmail.com <tinatinaevans@gmail.com>;jackiebperez@hotmail.com <jackiebperez@hotmail.com>; lindalacey@yahoo.com <lindalacey@yahoo.com>;hsparsons1118@aol.com <hsparsons1118@aol.com>;Dwight Allen <drallen34@outlook.com>;meading@gmail.com <meading@gmail.com>;rja31@juno.com <rja31@juno.com>; khilalusa@yahoo.com <khilalusa@yahoo.com>;helencluck@me.com <helencluck@me.com>;debjer@sbcglobal.com <debjer@sbcglobal.com>;maxkoehler57@gmail.com <maxkoehler57@gmail.com>;bobby@theisaacteam.com <bobby@theisaacteam.com>

1 attachments (23 KB)

zROO Intro Ltr to Homeowners 2023.docx;

Re: Restricted Occupancy Overlay (ROO)

The attached is being sent to Stonebridge homeowners who either are not occupants of their properties, are legal representatives of the owner of record or may have additional addresses other than the Stonebridge property location. It is provided to ensure all property interests are informed and as an update or background information to help us all be up to speed as the process of overlay petition and application moves forward.

Stonebridge Homeowner's Association, Inc.

December 15, 2023

Stonebridge, from it's origin in 1982, was developed as a single family, owner-occupied subdivision of Woodcreek. Most, if not all of us, made the decision to build, buy or otherwise locate in Stonebridge because of its natural beauty, the manner in which it was maintained, the good-will and support of good neighbors, the safety of having folks "watch out" for each other and, as importantly, the enduring property values and safety of investment. It very soon grew to become the *Stonebridge family*.

As the Bryan/College Station community has grown and developed over the years, attendant factors such as population increase, traffic congestion and commercial encroachment have made it more difficult in ensuring safe, tranquil, clean and healthy neighborhoods with enduring character. Unique properties such as ours have grown more desirable, particularly for absentee ownership and the short term rental market.

Current ordinance in College Station limits single-family home occupancy to four unrelated individuals, however, lower limits may be imposed within an original subdivision's boundary. Such is the case with Stonebridge. Article VIII, Sec. 2 of the SHOA Covenants and Restrictions states "habitation by more than two unrelated persons is prohibited". To bring this all together, the City of College Station, responding to the will of the citizenry, approved the Restricted Occupancy Overlay (ROO) in 2021. The ROO, if approved for a neighborhood, is codified and enforcement, if or when required, will be referred to the City of College Station.

In an effort to maintain the neighborhood integrity and special family environment that we have so long enjoyed in this special place we call home, your board of directors has unanimously approved undertaking the process of application for the Restricted Occupancy Overlay for Stonebridge.

The application process for ROO approval with the City of College Station is very detailed and in-depth but is specifically designed to ensure that the individual homeowner is involved every step of the way. **In that regard, within the next few days, each homeowner will receive the announcement for a very important neighborhood meeting.** That meeting will provide more detail of the purpose and process as well as offer opportunity for homeowner input.

Until that time, if you have immediate questions or concerns, please feel free to contact our ROO project coordinator, Allan Hisey, at (505) 259-7721 or me at (979) 224-2934.

Dwight Allen, President
Stonebridge Homeowner's Association

February 20, 2024

From: Restricted Occupancy Overlay (ROO) Petition Committee
To: Woodcreek Phase 1 Homeowners

The petition-signing campaign for ROO application is well underway. In an effort to ensure clarification of the major points of the overlay and how it affects our neighborhoods, the following summary is offered.

The Restricted Occupancy Overlay

- Does not create or force any new restrictions or limitations on homeowners.
- Codifies and transfers the responsibility of enforcement of penalties for violation of the single-family provision from the Homeowners Association to the Code of Enforcement Division of the City of College Station.
- Supports the single-family provision of no more than two unrelated that already exists in the Covenants and Restrictions of both Stonebridge and Shadowcrest.
- Provides for waivers of the "two unrelated" provision in cases of health-care and ADA disability assistance.
- Can be viewed as a tool in the shop: It is there to use when needed, but individual circumstances of whether to use it or not are the option of the homeowners or the homeowners' association.
- Can also provide a deterrence for purchasers of rental market properties for multi-family use – a plus for property values.

Stonebridge and Shadowcrest both have an earned reputation as desirable, single-family neighborhoods that reflect the best in quality-of-life and a model of neighborhood integrity.

The purpose of the ROO is to protect and preserve what we already have!

If you would like more information or are ready to make an appointment to be a valued petition signer, please contact a petition committee member listed below or email us at woodcreekph1roo@gmail.com. ***Thanks!***

Dwight Allen (979) 224-2934
Diane Jennings (512) 771-4653 **Becky Johnson (512) 554-3588**

Dwight Allen
ROO Petition Committee
1311 Essex Green
College Station, TX 77845

NORTH HOUSTON TX 773
20 FEB 2024 PM 5 L

Toby Egan + Angela Bies
10409 Gary Rd.
Potomac, MD

NIXIE 207 DE 1 0002/
RETURN TO SENDER
VACANT
UNABLE TO FORWARD

VACK1: 9333110642 VAC BC: 77845833911 *2933-04359-
20877845833911

ATTACHMENT TO
WOODCREEK SECTION ONE
APPLICATION FOR RESTRICTED OCCUPANCY OVERLAY

SIGN-IN SHEETS OF APRIL 2, 2024 NEIGHBORHOOD MEETING

Required Sign-In Sheet

DATE: April __. 2024

RESTRICTED OCCUPANCY OVERLAY MEETING SIGN-IN

	NAME	ADDRESS	EMAIL/PHONE	SIGNATURE
1.	SARA MIRZA	9315 STONEbridge		S. Mirza
2.	BOBBY MIRZA	9315 STONEbridge	NMIRZA9@YAHOO.	
3	SAM KOENNING	1300 Essex Green	ARK11807@AOL.com	Sam Koenning
4.	LORNA BROWN	1305 Sussex Dr	2 LORNA BROWN	Lorna C Brown
5.				
6.				
7.				
8.				

Required Sign-In Sheet

DATE: April __. 2024

RESTRICTED OCCUPANCY OVERLAY MEETING SIGN-IN

NAME	ADDRESS	EMAIL/PHONE	SIGNATURE
1. Carolyn Jaros	1309 Woodcreek Dr.	carolyn.jaros@gmail.com 979-220-1038	Carolyn E Jaros
2. Pat Graf	9415 Stonebridge	ppgraf@yahoo.com	
3. Charles Graf	9415 " "	" "	Pat & Charles
4.			
5.			
6.			
7.			
8.			

Required Sign-In Sheet

DATE: April __. 2024

RESTRICTED OCCUPANCY OVERLAY
MEETING SIGN-IN

	NAME	ADDRESS	EMAIL/PHONE	SIGNATURE
1.	DoRlene Teltow	1303 Essex Green	979/775-8228	Darlene Telton
2.	Tina Evans	1312 Essex Green	tinatinaevans@gmail.com 979-820-1638	Tina Evans
3.	Peggy J. Ritchey	1304 Scarborough	979-820-2467	Peggy J Ritchey
4.	Charles R Vroom	1300 Scarborough	979-696-3331	Charles R. Vroom
5.				
6.				
7.				
8.				

Required Sign-In Sheet

DATE: April __. 2024

RESTRICTED OCCUPANCY OVERLAY
MEETING SIGN-IN

	NAME	ADDRESS	EMAIL/PHONE	SIGNATURE
1.	Becky Johnson	9302 Stonebridge Dr.	512-554-3588 becky.w.johnson@exprealty.com 512 554-3588	Becky W Johnson
2.	Michael Workman	9310 Essex Green	979-255 0149	
3	Helen R. Cleuck	9411 Scarborough Dr.	570-764-7739	Helen R. Cleuck
4.	Dosek Steele	9210 Timber Knoll Dr	979 575 4049	
5.	John Hooper	9303 Stonebridge	940 395 1909	
6.	Sandy Harwell	1301 Sussex Dr.	713-817-1330	Sandra K Harwell
7.	Ruth McMullan	1304 Sussex Dr	409-939-4195	Ruth McMullan
8.				

Required Sign-In Sheet

DATE: April __. 2024

RESTRICTED OCCUPANCY OVERLAY
MEETING SIGN-IN

NAME	ADDRESS	EMAIL/PHONE	SIGNATURE
1. KURT JOHNSON	9302 STONEBRIDGE	KURTJOHNSON77@GMAIL.COM 512 771 4652	
2. Chip Jennings	9316 Essex Grn	chip.jennings@me.com (979) 218-5345	
3. Werner Rose	1303 Sussex Drive	wrose@tamu.edu	
4. Karen Ballerman	1315 Essex Green	kballerman@icloud.com	
5. Glenn Mirears	1305 Essex Grn	979-220-5049	
6. DWIGHT ALLEN	1311 ESSEX GREEN	(979) 224-2934 DRALLEN34@OUTLOOK.COM	
7. Diane Jennings	9316 Essex Green	512-771-4653 diane.jennings@me.com	
8.			

Required Sign-In Sheet

DATE: April __. 2024

RESTRICTED OCCUPANCY OVERLAY
MEETING SIGN-IN

	NAME	ADDRESS	EMAIL/PHONE	SIGNATURE
1.	Janet Hisey	9312 Essex Green	JHghisey@gmail.com 505-259-8319	Janet Hisey
2.	Sara Plemons	9308 Essex Green	seplemons 469-371-0189	Sara Plemons
3.	JAMES RANDY PLEMONS	9308 ESSEX GREEN	972-533-5336	James Randy Plemons
4.	KEN JOHNSON	9300 STONEBRIDGE	979 696 2568	
5.	Mary R. Johnson	9300 Stonebridge	979-696-2568	Mary R. Johnson
6.	DENNIS MALONEY	9314 ESSEX Green	979 696 6594	D Maloney
7.	Frances Maloney	9314 Essex Green	famaloney@gmail.com 979-696-6594	Frances Maloney
8.				

ATTACHMENT TO
WOODCREEK SECTION ONE
APPLICATION FOR RESTRICTED OCCUPANCY OVERLAY

MINUTES OF APRIL 2, 2024 NEIGHBORHOOD MEETING

MINUTES OF APRIL 2, 2024 NEIGHBORHOOD MEETING OF WOODCREEK SECTION ONE REGARDING ITS RESTRICTED OCCUPANCY OVERLAY PETITION

A Woodcreek Section One's Neighborhood Meeting of owners of subdivided lots within the boundaries of the Woodcreek Section One recorded plat, following appropriate notice, was held at 6:30 pm on Tuesday, April 2, 2024 at Our Saviour's Lutheran Church, 1001 Woodcreek Dr., College Station, TX. Allan Hisey, Coordinator of the ROO project for Stonebridge Homeowners Association, Inc. lot owners, was present by invitation and kept the Minutes.

1. Mr. Hisey served as a presenter at the meeting. Following completion of sign-in sheets, Mr. Hisey welcomed all attending the meeting and gave an overview of the agenda for the meeting.

2. Mr. Hisey first explained the purpose of the meeting. He reported on the City of College Station's determination that the ROO Application was incomplete and the City's requirement to send notice for, and hold, another neighborhood meeting. A short discussion followed.

3. Mr. Hisey next presented the identical information slides that had been provided to attendees at the January 9, 2024 neighborhood meeting to facilitate the discussion of the Restricted Occupancy Overlay ordinance and adoption process. A copy of the slides is also attached to these Minutes.

3. The attendees were first referred to the City of College Station's Restricted Occupancy Overlay (ROO) Process Handbook. Those present were encouraged to review the Handbook because it is a well-written, concise, and comprehensive guidebook for any subdivision desiring to pursue a ROO adoption. Most of the information shared at the Meeting was information specifically contained in the Handbook.

4. Those present at the Meeting were next provided with an overview of overlay zoning in general and with a more specific explanation of a Restricted Occupancy Overlay. The general standard that a ROO petition required a petition signed by at least 50%+1 of the single-family zoned or developed building plat in an original subdivision in support of the overlay petition was emphasized.

5. Next was an overview of the ROO's standards for occupancy, including that occupancy may not exceed two unrelated persons. Mr. Hisey gave additional clarity on the definition of a Family and the grandfathering provisions under applicable UDO provisions.

6. A description of the recorded plat known as "Woodcreek Section One" was presented. Photocopies of the recorded plat were also distributed among those present. Mr. Hisey clarified that the Shadowcrest neighborhood included several phases but that, at the time of the meeting, only Section One of their neighborhood was included in the proposed ROO petition.

7. Enforcement provisions of the ROO, if adopted, were presented.

8. Mr. Hisey presented a brief description of the ROO approval process, again referring all those present to the Handbook for more specific information. A specific slide depicting the process as contained in the Handbook was shared.

9. A short discussion of the primary reasons given in support of a ROO adoption was presented, including (1) occupancy restrictions were already present in Stonebridge's Covenants and Restrictions, (2) a "four unrelated persons" occupancy was already in place, (3) enforcement feature of ROO ordinance would be the responsibility of the City and not the respective homeowner associations or an individual lot owner, and (4) the ordinance preserved the general desire to protect the single-family use restriction in both the Stonebridge and Shadowcrest neighborhoods.

10. Mr. Hisey next presented information on the formation and operation of a "Neighborhood Petition Committee" preferably with representatives of both Stonebridge and Shadowcrest neightborhoods. Participation by Shadowcrest lot owners was especially solicited.

11. Contact information of Stonebridge participants was shared.

12 A question-and-answer period was then provided. Mr. Hisey reviewed for the attendees at this meeting the questions, and responses to those questions, presented and discussed at the January 9 meeting. No other questions or comments were made.

13. Mr. Hisey briefly described the process for obtaining signatures on the prescribed petition form and stated that petitions would be available for signature following the meeting if lot owners were ready to sign it

14. The meeting then ended.

Dated: April 19, 2024

Coordinator/Minute/Taker:

Allan J. Hisey

Allan J. Hisey

Attest: Neighborhood Petition Committee Member:

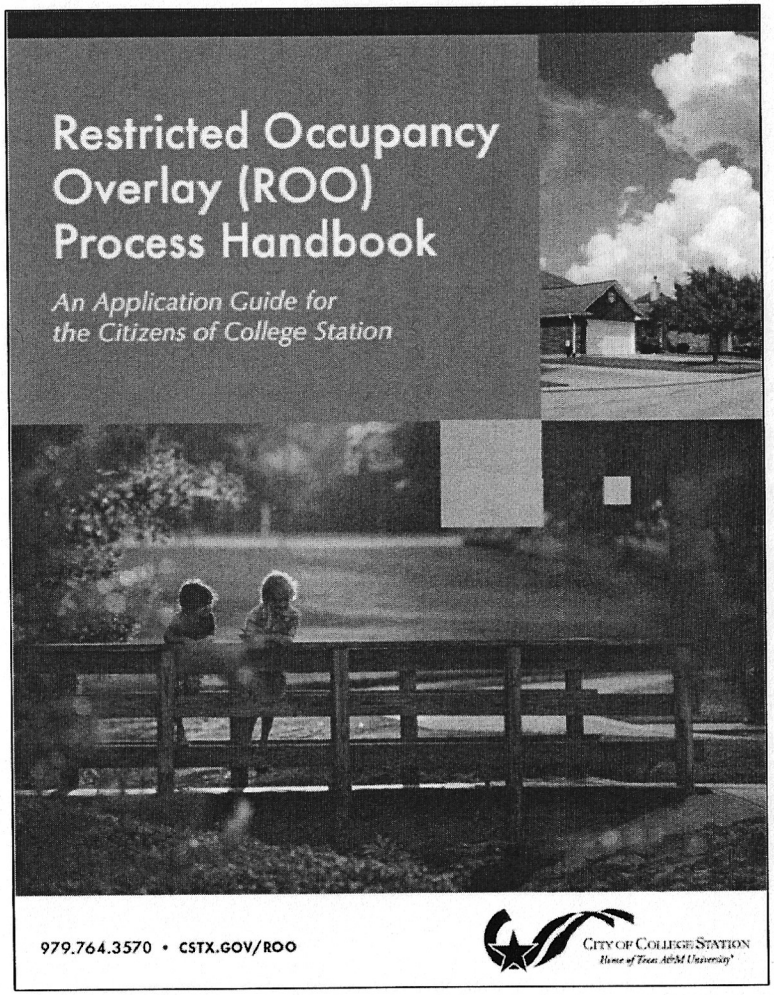
(Signature)

Karen Bollermann

(Printed Name)

ROO Handbook

- Applicant guide
- Neighborhood role
- City role
- Timeline
- Checklist & templates
- ROO Petition Form



WHAT IS OVERLAY ZONING?

FROM CITY "RESTRICTED OCCUPANCY OVERLAY (ROO) PROCESS HANDBOOK"

"An overlay zoning district is a special district placed over a base zoning and includes provisions in addition to those required with the base zoning. Creating an overlay zoning district establishes a boundary with additional regulations that apply only to the properties within the boundary".

WHAT IS A RESTRICTED OCCUPANCY OVERLAY (ROO)

FROM CITY "RESTRICTED OCCUPANCY OVERLAY (ROO) PROCESS HANDBOOK"

"A Restricted Occupancy Overlay(ROO) allows property owners the option to limit occupancy of single-family residential units and accessory structures to no more than two unrelated persons within an original subdivision's boundaries, or multiple contiguous phases of original subdivisions that apply jointly."

The documents required to be submitted with an official ROO application includes a "ROO petition signed by 50% + 1 of the single-family zoned or developed building plots in the original subdivision in support of the overlay."

WHAT ARE A ROO'S STANDARDS FOR OCCUPANCY?

FROM CITY "RESTRICTED OCCUPANCY OVERLAY (ROO) PROCESS HANDBOOK"

"Occupancy of any single-family dwelling unit or accessory living quarters may not exceed two unrelated persons.

There is no occupancy maximum for relationships that meet the definition of family (as listed in UDO 1.2 Defined Term).

The ROO restrictions apply to all occupants who are not related through one of the relationship types enumerated in the definition of Family and sets a maximum of no more than two unrelated persons."

Liberal grandfathering (see UDO Section J.11(D)(I)(e)

Family Definition

A family is any number of persons occupying a single dwelling unit, provided that **no such family shall contain more than four (4) persons**, unless all members are related by blood, adoption, guardianship, or marriage, are an authorized caretaker, or are part of a group home for disabled persons.

When counting the number of unrelated persons in a single dwelling unit, **a maximum of one group of persons related by blood, adoption, guardianship, marriage, an authorized caretaker, or members of a group home for disabled persons shall be permitted, provided that all other persons shall each count as one unrelated person.**

Guardianship shall include foster children, exchange students, or those in the process of securing legal custody of a person under age 18. Any asserted common law marriage must be subject to an affidavit of record under the family code, or a judicial determination.

The term "family" shall not be construed to mean a club, a lodge, or a fraternity/sorority house.

(adopted December 10, 2020)

WHAT IS OUR APPLICABLE SUBDIVISION PLAT?

FROM CITY "RESTRICTED OCCUPANCY OVERLAY (ROO) PROCESS HANDBOOK"

" A subdivision is the division of land into a lot, tract or parcel for the purpose of development.

An original subdivision is also known as a legally recorded subdivision plat.

A plat is a map of a subdivision that is legally recorded in Brazos County..."

Woodcreek Plat - 1982



HOW IS THE ROO ENFORCED, IF ADOPTED?

FROM CITY "RESTRICTED OCCUPANCY OVERLAY (ROO) PROCESS HANDBOOK"

Enforcement is dependent upon the ability to document a violation of the ROO ordinance.

Complaints will be investigated by Community Services – Code Enforcement division with support from Planning and Development Services.

Once sufficient evidence of a violation has been gathered, the evidence will be submitted to the City Prosecutor for consideration of prosecution.

Continued from previous slide

HOW IS THE ROO ENFORCED IF ADOPTED

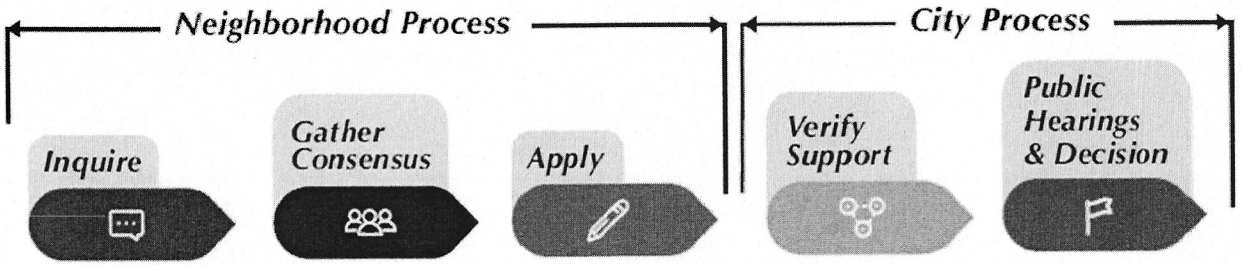
FROM CITY "RESTRICTED OCCUPANCY OVERLAY (ROO) PROCESS HANDBOOK"

The investigation, based on guidance from the City Attorney's Office, of a complaint, regarding violation of the ROO may include the following:

- **Visual observations**
- **Documentation of vehicles parked on the premise**
- **Review of the lease or other rental agreement**
- **Third-party statements and other information**
- **Other investigative tools identified by the Administrator or Prosecutor's Office"**

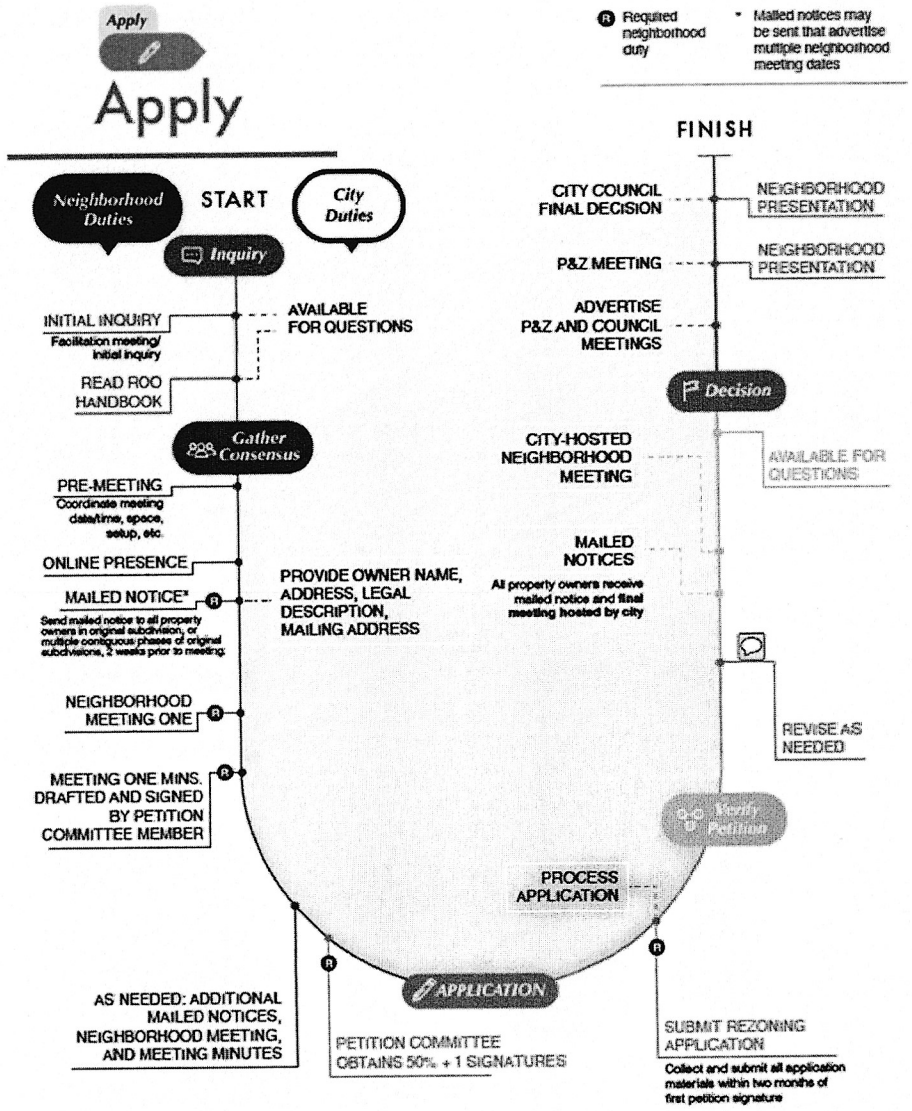
ROO Process Overview

Process Overview



Result: A rezoning request is heard before the Planning and Zoning Commission for recommendation, and a final approval or denial is determined by the City Council.

Total: Estimated 4-9 months from inquiry to final decision, depending on neighborhood interest and size.


Apply
Apply
Required neighborhood duty
* Mailed notices may be sent that advertise multiple neighborhood meeting dates
FINISH
Neighborhood Duties
START
City Duties
Inquiry
INITIAL INQUIRY
Facilitation meeting/ initial inquiry
AVAILABLE FOR QUESTIONS
READ ROO HANDBOOK
Gather Consensus
PRE-MEETING
Coordinate meeting date/time, space, setup, etc.
ONLINE PRESENCE
MAILED NOTICE*
PROVIDE OWNER NAME, ADDRESS, LEGAL DESCRIPTION, MAILING ADDRESS
Send mailed notice to all property owners in original subdivision, or multiple contiguous phases of original subdivisions, 2 weeks prior to meeting.
NEIGHBORHOOD MEETING ONE
MEETING ONE MINS. DRAFTED AND SIGNED BY PETITION COMMITTEE MEMBER
AS NEEDED: ADDITIONAL MAILED NOTICES, NEIGHBORHOOD MEETING, AND MEETING MINUTES
PETITION COMMITTEE OBTAINS 50% + 1 SIGNATURES
APPLICATION
SUBMIT REZONING APPLICATION
Collect and submit all application materials within two months of first petition signature
PROCESS APPLICATION
Verify Petition
REVISE AS NEEDED
CITY-HOSTED NEIGHBORHOOD MEETING
MAILED NOTICES
All property owners receive mailed notice and final meeting hosted by city
Decision
ADVERTISE P&Z AND COUNCIL MEETINGS
P&Z MEETING
CITY COUNCIL FINAL DECISION
NEIGHBORHOOD PRESENTATION
NEIGHBORHOOD PRESENTATION
AVAILABLE FOR QUESTIONS

WHY A ROO?

1. "4 TO 2"

2. Stonebridge HOA existing covenant

3. Impact of high density/high occupation on a single-family neighborhood's integrity and special family environment

4. "Option"

5. Enforcement

6.

WHAT IS THE PETITION COMMITTEE?

FROM CITY "RESTRICTED OCCUPANCY OVERLAY (ROO) PROCESS HANDBOOK"

"The petition committee is a group of volunteers who help promote the ROO process for a particular subdivision.

The petition committee must be comprised of property owners from the original subdivision.

If multiple contiguous phases of original subdivisions are applying jointly, the Petition Committee shall consist of one property owner from each phase included in the application."

CONTACT INFORMATION

FACEBOOK PRIVATE GROUP PAGE

FRIEND Becky W Johnson AND SHE WILL INVITE YOU TO THE GROUP

WOODCREEKPH1@GMAIL.COM

HTTP//WOODCREEKPH1ROO.COM

ROO Petition Form

Must submit application within 2 months of first petition signature

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in (insert subdivision name). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from a petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: _____

FULL LEGAL SUBDIVISION NAME: _____

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
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Restricted Occupancy Overlay Petition

Page #____

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in Woodcreek Section One. I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family". I understand that at least 50%+1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval. A signer may not withdraw the signature from petition on or after the petition is received by the authority of whom it is required to be filed. Before that date, a signer may withdraw the signature by deleting the signature from the petition or by filing with the authority with whom the petition is required to be filed an affidavit requesting that the signature be withdrawn from the petition.

DATE: April 2, 2024
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9302 Stonebridge Dr	Block I Lot 1	Becky W Johnson	Becky W Johnson	04/02/24
2.	1305 Essex Grn.	BK N, Lot 6	Glenn Mcan	Glenn Mcans	04/02/24
3.	9512 Essex Green	BK N Lot 15	Janet Giles Hisey	Janet Giles Hisey	04/02/24
4.	9308 ESSEX GREEN	BLK N, LOT 13	JAMES RANDY PLEMONS	James Randy Plemons	4/2/24
5.	1309 Woodcreek Dr.	Block 4, Lot 5	Carolyn E. Jaros	Carolyn E. Jaros	4/2/2024
6.	9415 Stonebridge Dr	Block K, Lot 1	Charles E. Graf	Charles E Graf	4/2/2024
7.	1301 Surrey Dr.	BLOCK M, LOT 6	SANDRA L. HARVILLE	Sandra Harville	4/2/2024
8.	1304 Scarborough	Block K, LOT 11	Peggy J. Ritchey	Peggy J Ritchey	4/2/2024

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Restricted Occupancy Overlay Petition

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DATE: April 2, 2024
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9300 Stonebridge	Block I Lot 1	Sterling & Mary R. Johnson	Mary R. Johnson	4/2/24
2.	1304 Sussex Dr.	Block L, Lot 12	Ruth McMullan	Ruth McMullan	4/2/24
3.	9314 Essex Green	Block N, Lot 16	Frances Maloney	Frances Maloney	4/2/2024
4.	9315 STONEBRIDGE	BLOCK N LOT 18	BOBBY & SARA MIRZA		04/02/24
5.	1300 Essex Green	Block M Lot 4	Alton & Sheila Kenning	AR Kenning	4/2/24
6.	1305 Sussex Dr.	Block M Lot 4	LORNA C BROWN	Lorna C Brown	4-2-24
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Restricted Occupancy Overlay Petition

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DATE: 04/02/2024
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9316 Essex Green	Block N, Lot 17	Diane Jennings	Diane Jennings	04/02/2024
2.	1303 Sussex Drive	Block M, Lot 5	Werner G. Rose	Werner G Rose	Apr 2, 2024
3.	1311 Essex Green	Block N Lot 3	Dwight Allen		Apr 2, 2024
4.	9310 Essex Green	Block N Lot 14	Michael Workman		Apr 2, 2024
5.	9411 Saarborough Dr.	Block L, Lot 3	Helen R. Cluck	Helen R Cluck	02 April 2024
6.	9307 Stonebridge	Block N, Lot 24	John W Hooper		02/Apr/2024
7.	1303 Essex Green	Block N, Lot 7	Darlene Telfow	Darlene Telfow	04/2/2024
8.	1312 Essex Green	Block M, Lot 13	Tina Evans	Tina Evans	04/02/2024

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Restricted Occupancy Overlay Petition

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1308 Sussex Dr.	Woodcreek Ph 1, Block L, Lot 10	Rodney Holloday	Rodney Holloday	4-7-24
2.	1310 Sussex Dr.	Woodcreek Phase 1 Block L Lot 9	DAVID DENTON	David Denton	4-7-24
3.	1311 Sussex DR.	Woodcreek Phase 1, Block M, Lot 1	Kenneth M Johnson	Kenneth M. Johnson	4-7-24
4.	1309 Sussex Dr.	Woodcreek Ph 1, Block M Lot 2	Beverly Barker	Beverly Barker	4/14/2024
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Restricted Occupancy Overlay Petition

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9202 Timber Knoll	~~Block 2 Lot 12~~ Block 2 Lot 12	Damon Hurley		5-4-24
2.	9204 Timber Knoll	Block 2 Lot 13	Daniel Pesek		5/4/2024
3.	9206 Timber Knoll	Block 2 Lot 14	Shanna Smith		5/4/2024
4.	9218 Timber Knoll	Block 2 Lot 20	James Dawson-Peterson		5/4/2024
5.	9200 Timber Knoll	Block 2 Lot 11	John Hamilton		5-4-2024
6.	9214 Timber Knoll	Block 2 Lot 18	Randy Coker		05/04/24
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Restricted Occupancy Overlay Petition

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DATE:
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9211 Timber Knoll Dr.	Block 5, Lot 4	K. A. Michalski		5/4/2024
2.	9213 Timber Knoll Dr.	Block 5, Lot 3	Marcell Geiser		5/4/2024
3.	9215 Timberknoll Dr.	Block 5, Lot 2	Theresa Morris		5/4/2024
4.	9217 Timber Knoll Dr	Block 5 lot 1	Jason Savell		5/4/2024
5.	9209 Timber Knoll	Block 5 Lot 5	GERALD WYNN		5/5/2024
6.	9205 Timber Knoll Dr	Block 5 Lot 7	Michelle Thomas		5/5/24
7.	9201 Timber Knoll Dr.	Block 5 Lot 9	Maria Casto		5/7/24
8.	9203 Timber Knoll Dr	Block 5 Lot 8	Michelle Covingshire		5/7/24

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9217 Shadowcrest	Blk 2, lot 2	Anderson Richard + JoAnn	JoAnn Anderson	5-5-24
2.	9213 Shadowcrest	Block 2, Lot 4	Smith, Krista		5/5/24
3.	9211 Shadowcrest	Block 2, Lot 5	Bailey, Timothy		5/5/24
4.	9203 Shadowcrest	Block 2, Lot 9	Berting, Jorden		5/5/24
5.	9201 Shadowcrest	Block 2, Lot 10	Timothy, Brad Field		5/5/24
6.	9219 SHADOWCREST	B2 L 1	CONNIE PITCHAK	Connie Potter	5/5/24
7.	1301 WoodCreek Dr,	Block 4, Lot 1	Felesha Howell	Felesha Howell	5-6-24
8.					

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9228 Shadowcrest	Blk 1 Lot 7	Michael Richards		5-4-24
2.	9222 Shadowcrest	Blk 1 Lot 4	David Frankel		5-5-24
3.	9224 Shadowcrest	Blk 1 Lot 3	Christopher A. Mack		5/5/24
4.	9209 Shadowcrest	Blk 2 Lot 6	June R. Smith		5/5/24
5.	9202 Shadowcrest	Blk 1 Lot 11	June R. Smith		5/5/24
6.	9212 Timber Knoll	Blk 2 Lot 17	Kimberly Stokes		5/6/24
7.	1311 Woodcreek	Blk 4 Lot 6	Lee Tyler		5/6/24
8.	1303 Woodcreek	Blk 4 lot 2	Zhen Ye		5/6/24

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9200 SHADOWCREST	BLOCK 1, LOT 15	ROCHAN GIBSON	Rochan Gibson	05-04-24
2.	9206 Shadowcrest	Block 1, Lot 12	John Sullivan		05-04-24
3.	9208 Shadowcrest	Block 1, Lot 11	Randall Yates		5-4-24
4.	9210 Shadowcrest	Block 1, Lot 10	Jessie Jordan		05-04-24
5.	9218 Shadowcrest	Block 1, Lot 6	Jodie Pennington	Jodie Pennington	05-04-24
6.	9220 Shadowcrest	Block 1, Lot 5	Tracy Cowart		05-04-24
7.	9214 shadowcrest	Block 1 Lot 8	Matthew Dickson		05/04/24
8.	9226 Shadowcrest	Block 1 Lot 2	David Poling		5/4/24

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Restricted Occupancy Overlay Petition

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9311 Stonebridge	Block N Lot 25	Ken Baker	Ken Baker	4/14/24
2.	9309 Stonebridge Dr.		Joyce Manford Woodcreek PH1, Block N, Lot 21	Joyce Manford	4/18/24
3.	9305 STONEBRIDGE	WOODCREEK PH1 BLOCK N	LOT 23 SANDRA SWOBODA	Sandra Swoboda	4/15/24
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Restricted Occupancy Overlay Petition

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1308 Scarborough College Station Tx	Block K, Lot 13	Richard Young	Richard Young	4/12/2024
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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	~~X~~				
2.	1313 Essex Lane	Block N Lot 2	Charles Stephen Parker	CSParker	4/12/24
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Restricted Occupancy Overlay Petition

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1301 Essex Green	Block N, Lot 8	Michael L. Beggs		4/12/24
2.	1307 Essex Grn.	Block N, Lot 5	Terry Edeward Raines	Jay Edward Raines	4/12/24
3.	1306 Essex Green	Block N, Lot 10	Janice Ayres	Janice Ayres	4/12/24
4.	1314 Essex Green	Block M Lot 14	Jody Stevenson	Jody Stevenson	4-13-24
5.	1309 Essex Green	Block N, Lot 4	Ceyhun EKSIN		4/13/24
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DATE:_____

FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9308 Stonebridge College Station, TX	Block I, Lot 5A	Marjorie A. Stibora	Marjorie Stibora	4/10/24
2.	9306 Stonebridge Marita Crenca	Block I, Lot 4	Martha Crenca	Martha Crenca	4/11/24
3.	9311 Stonebridge Dr. Coll. Sta. TX	Block N Lot 20	Carolyn Schroeder	Carolyn Schroeder	4/12/24
4.	9307 Stonebridge College Station TX	Block N, Lot 22	MELISSA MOORE		4/14/24
5.	9304 stonebridge College Station, TX	Block I, Lot 3	Van Ngo		4/14/24
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Restricted Occupancy Overlay Petition

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1315 Essex Green	Block N, Lot 1	Karen Ballermann		4/2/24
2.	9210 Timberknoll Dr	Block 2, Lot 16	Derek Steele		4/2/24
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Restricted Occupancy Overlay Petition

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FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9312 Stonebridge	Block I Lot 7A	DONALD WAYNE HAMSCH LIVING TRUST		4-4-24
2.	9411 Stonebridge	Block K Lot 3	George Parry	George Parry	4-4-24
3.	9413 Scarborough	Dr. Block L Lot 2	Virginia K Pittman	Virginia K Pittman	4-4-24
4.	1302 Scarborough	BLK Lot 10	Karen Boone	Karen Boone	4/4/24
5.	1302 Sussex DR	BLK L, LOT 13	MARION ALLEN	Marion Allen	4-4-2024
6.	9415 Scarborough	BLK L, LOT 1	LEO THOMAS	Leo Thomas	4 April 2024
7.	1300 Sussex Dr	BLK L, LOT 14	ANNE L. HIGHSMITH	Anne L. Highsmith	20240404
8.	9401 Scarborough Dr.	BLK L, LOT 8	Giselle Miller	Giselle Miller	4-4-2024

Restricted Occupancy Overlay Petition

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DATE:_____

FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1300 Scarborough	Block K, Lot 9	Charles R Vrooman	Charles R Vrooman	04/02/2024
2.	1305 Essex Grn.	Block N, Lot 6	Glenn Mears	Glenn Mears	04/02/24
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Restricted Occupancy Overlay Petition

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1306 Scarborough	BLOCK K lot 12	Dorothy Anderson	Dorothy Anderson	4/5/24
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Restricted Occupancy Overlay Petition

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9313 STONEBRIDGE DR TX	WOODCREEK PH 1, Block N, LOT 19	ROGERS, NEAL WARREN	NEAL W ROGERS	4/4/24
2.	9409 Scarborough Dr	Block L, Lot 4	Joan Quarles	Joan Quarles	4/5/24
3.	9302 Essex Grn	Blk N, Lot 10	Elizabeth Sullivan	Elizabeth Sullivan	4/6/24
4.	9401 Stonebridge Dr	Block R, Lot 8	Nancy Finch	Nancy B. Finch	4/6/24
5.	9405 Stonebridge Dr	Blk K Lot 6	Carlene Boucher	Carlene Boucher	6/6/24
6.	9404 Essex Green	Block N lot 11	WANDA J. BLACK	Wanda J. Black	4/04/24
7.	9413 Stonebridge Dr.	Block K Lot 18	Claudette J. Woytek	Claudette Jane Woytek	4-9-24
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Restricted Occupancy Overlay Petition

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1310 Essex Green	Block M, Lot 12	Holly D. Edwards	Holly D Edwards	4.27.24
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Restricted Occupancy Overlay Petition

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DATE: 5/4/24

FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1307 Woodcreek Dr.	Block 4, Lot 4	Gabriel Neal		5/4/2024
2.	1305 Woodcreek Dr.	Block, Lot 3	Terrance Dill, Jr.		5/4/2024
3.	1300 Autumnwood	Block 3, Lot 1	Cindy Legg	Cindy Legg	5-4-2024
4.	1302 Autumnwood	Block 3, Lot 2	Kay Mason	Kay Mason	5/4/2024
5.	1308 Autumnwood	Block 3, lot 5	Ashton Harry		5/4/24
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Restricted Occupancy Overlay Petition

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	9224 Stonebrook, Tx	Block 4, Lot 7	Khaled Heyl	[signature]	5-15-24
2.	9310 Stonebridge Tx	Block I, Lot 6A	Khaled Heyl	[signature]	5-15-24
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Restricted Occupancy Overlay Petition

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FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1306 Sussex	Block L Lot 11	Dorothy Koehler	Dorothy Koehler	5-16-24
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Restricted Occupancy Overlay Petition

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ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1. 9405 Scarborough Dr	Woodcreek Ph 1 Block L, Lot 6	Jacqueline Perez		5-7-24
2. 9407 Stonebridge Dr.	Block K, Lot 5	Sandra Smith	Sandra Smith	5-9-24
3. 1302 Essex Grn	Block M, Lot 8	Ruth Larson	Ruth Larson	5-10-24
4. 9403 Stonebridge Dr.	Block K, Lot 7	Deborah D'Ambrosio	Deborah Dambrosio	5-18-24
5. 9306 Essex Green	Block N, Lot 12	Linda F. Lacey Linda F. Lacey STACY CHEEK FOR	Linda F. Lacey	05.18.24
6. 1308 ESSEX GREEN	Block M Lot 11	HELEN S PARSONS	Pace Parsons	05/18/24
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Restricted Occupancy Overlay Petition

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DATE:_____
FULL LEGAL SUBDIVISION NAME: Woodcreek Section One

	ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1.	1307 Sussex (Pvt)	Block M Lot 3	Laura C. Richter	Laura Richter	5-30-24
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August 22, 2024
Item No. 8.6.
Area OO City Initiated Rezoning to MH Middle Housing with a HOO High Occupancy Overlay

Sponsor: Gabriel Schrum , Jeff Howell

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GS General Suburban to MH Middle Housing and HOO High Occupancy Overlay for approximately 3.66 acres being all of that certain tract or parcel of land lying and being situated in the Richard Carter League, Abstract No. 8, in College Station, Brazos County, Texas, including portions of Lot 5 and Lot 6 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of these two lots, within an area generally bounded by Lincoln Avenue, Nimitz Street, and Eisenhower Street.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their August 1st, 2024 meeting, where they voted unanimously in recommendation of approval of this request conditioned on the construction of an approved access drive or turnaround, that meets Fire Department standards, be provided within 100 feet of the terminus of Avenue A. This can also be achieved by the extension of Avenue A to Eisenhower Street, Nimitz Street, or Ash Street. These conditions are necessary to ensure adequate Fire and Sanitation access with the potential increase in density allowed by the proposed zoning. City staff also recommends approval.

Summary: As part of the second phase of the City-initiated rezonings to middle housing, this area was identified as appropriate for MH Middle Housing and HOO High Occupancy Overlay but needed to be surveyed prior to moving forward. This is due to the area not being subdivided and/or the need to be resurveyed. This area was also previously considered and determined to be appropriate for rezoning to MH Middle Housing by a working group of neighborhood and development community representatives, the Planning and Zoning Commission, and the City Council. Public engagement sessions were held earlier this year in February and March to receive additional feedback prior to moving forward with the survey work necessary.

After receiving the completed survey and considering the rezoning criteria, City staff has determined that this area is appropriate for rezoning to MH Middle Housing and HOO High Occupancy Overlay and are recommending approval. The HOO High Occupancy Overlay would allow the shared housing use as long as the property met the requirements for that use.

REZONING REVIEW CRITERIA FOR AREA OO

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject properties are designated on the Comprehensive Plan Future Land Use & Character Map as Mixed Residential and are a part of the Northeast Gateway Redevelopment Plan. For the Mixed Residential land use, the Comprehensive Plan provides the following:

Areas appropriate for a mix of moderate-density residential development including, townhomes, duplexes, small multifamily buildings (3-12 unit), and limited small-lot single family. These areas are appropriate for residential infill and redevelopment that allows original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.

The intent of the Mixed Residential land use is to accommodate a walkable pattern of small lots, small blocks, and well-connected street pattern that supports surrounding neighborhoods. Developments in this district should prioritize a mix of housing types and scales located near community facilities or adjacent to commercial or neighborhood centers. The MH Middle Housing zoning district is aligned with that vision. The zoning districts that are generally appropriate within Mixed Residential include: middle housing, duplex, townhouse, and limited-scale single-family zoning.

The Northeast Gateway Redevelopment Plan creates a coordinated strategy for future change and redevelopment along two of the busiest corridors in the city: Texas Avenue and University Drive (FM 60). The goal of the plan identifies the need for availability of residential and commercial opportunities throughout the district. It more specifically states the following:

Reflecting the community's existing and future housing needs and demographic characteristics, future development and redevelopment of different housing types will expand housing opportunities for all residents of the City of College Station, including faculty, staff, and students of Texas A&M University. While detached single-family homes have historically been the base of College Station's housing stock, the MH Middle Housing zoning district can provide more for-sale and for-rent opportunities for households and families seeking a walkable lifestyle near employment opportunities and amenities, particularly as rising land values raise the costs of single-family home ownership.

By enabling the MH Middle Housing zoning district and incentivizing higher-density housing in this redevelopment area, development pressures can be concentrated here and outside of established single-family neighborhoods. Furthermore, the MH Middle Housing zoning district provides greater flexibility and serves as a transitory buffer between more intense urban uses and established single-family zoning districts.

The Northeast Gateway Redevelopment Plan also identifies in one of its actions, that Avenue A should be extended to Eisenhower St. A connection to Nimitz or Ash would serve the same purposes and meet the spirit of the plan.

There is a concern when it comes to Fire and Solid Waste access on Avenue A. Fire and Solid Waste personnel already face challenges in trying to serve the current residents. Currently, there is not sufficient access for their larger vehicles to provide services to those lots that are facing Avenue A. Without providing an approved access drive or turnaround, that meets Fire Department standards; or an extension of Avenue A to Eisenhower, Nimitz, or Ash, it would cause this request to not be consistent with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject properties are surrounded by multi-family developments to the east, commercial to the west across Eisenhower St, single-family residential to the south across Lincoln Ave, and single family-residential and duplexes to the north. Development pressure continues to grow as new generations of students, young professionals, families, and seniors move to College Station; allowing and encouraging redevelopment opportunities helps alleviate some of the pressure in the market. The MH Middle Housing zoning district enables redevelopment of these lots at an appropriate scale, permitting the increase in residential density on these sites. The residential uses permitted in the MH Middle Housing zoning district are appropriate for this area as they allow for additional residential density to meet market demand while still fitting into the context of the surrounding areas.

Additionally, the HOO High Occupancy Overlay, which allows shared housing uses, was determined to be appropriate for the subject properties due to the proximity to Texas A&M University and a Texas A&M Transportation Services bus route and the development pattern of the properties within the area.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject properties are suitable for single-family, townhouse, duplex, and multiplex uses, although some uses would require replatting of the lots to fit the dimensional standards of the MH Middle Housing zoning district.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is adequate to support the needs of the proposed zoning districts. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Additionally, the 2021 Comprehensive Plan update anticipated the need for improved transportation facilities, which are reflected on the Comprehensive Plan Functional Classification and Context Class Map.

Currently, Avenue A does not conform to Fire access requirements and is substandard width that terminates at a dead end without a proper cul-de-sac. Constructing an access drive or turnaround, that meets Fire Department standards or providing an extension of Avenue A to Eisenhower, Nimitz, or Ash will help make up for the current substandard state of Avenue A.

5. The marketability of the property:

The uses allowed by MH Middle Housing and the HOO High Occupancy Overlay provide for an increase in density that is marketable given the location of the property.

Budget & Financial Summary: N/A

Attachments:
1. Area OO Rezoning Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information
4. Future Land Use Map

5. Rezoning Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 3.66 ACRES BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE RICHARD CARTER LEAGUE, ABSTRACT NO. 8, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, INCLUDING PORTIONS OF LOT 5 AND LOT 6 OF THE D.A. SMITH SUBDIVISION AS DESCRIBED BY PLAT RECORDED IN VOLUME 49, PAGE 106 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND SUBSEQUENT REPLATS OF PORTIONS OF THESE TWO LOTS, WITHIN AN AREA GENERALLY BOUNDED BY LINCOLN AVENUE, NIMITZ STREET, AND EISENHOWER STREET, AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A", Exhibit "B", and Exhibit "C"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35**.**

PASSED, ADOPTED, and APPROVED this _____ day of August, 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended and is to read as follows:

The following properties are rezoned to MH Middle Housing with a HOO High Occupancy Overlay zoning.

BASELINE | DCCM

City-Initiated Rezoning
Proposed Area "OO" (Avenue A & vicinity)
Portions of Lots 5 and 6
D.A. Smith Subdivision
College Station, Texas
May 2024

All of that certain tract or parcel of land lying and being situated in the Richard Carter league, abstract no. 8, in College Station, Brazos County, Texas, including portions of Lot 5 and Lot 6 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of these two lots, within an area generally bounded by Lincoln Avenue, Nimitz Street, and Eisenhower Street, and being more particularly described as follows:

Beginning at an "X" mark found cut in concrete marking the intersection of the southwest right-of-way boundary of Avenue A and the northwest right-of-way boundary of Lincoln Avenue, being the east corner of Lot 5-1 as described by the plat of Lots 5-1 through 5-6, D.A. Smith Subdivision recorded in volume 4586, page 78 of the Official Public Records of Brazos County, Texas, from where City of College Station control monument no. 122 bears N 6° 30' 16" W – 2286.2 feet*;

Thence across Avenue A and along the northwest right-of-way boundary of Lincoln Avenue as follows:
N 34° 17' 36" E – 30.53 feet*, N 41° 30' 03" E – 67.39 feet*, and N 41° 57' 36" E – 19.37 feet* to the beginning of a non-tangent curve to the left with a radius of 28.00 feet*;

Thence along said curve to the left through a central angle of 50° 20' 09", the chord of which bears N 5° 52' 35" E – 23.81 feet*, to its end in the southwest right-of-way boundary of Nimitz Street;

Thence along the said southwest boundary of Nimitz Street as follows:
N 37° 08' 15" W – 28.63 feet*, N 44° 59' 48" W – 60.41 feet*, N 47° 04' 31" W – 89.79 feet*, N 48° 09' 51" W – 50.07 feet* (prescriptive right-of-way boundary), N 48° 32' 30" W – 49.69 feet*, N 43° 18' 24" W – 50.45 feet*, N 48° 23' 31" W – 50.11 feet*, N 48° 47' 55" W – 50.00 feet*, N 49° 13' 45" W – 53.14 feet*, N 49° 40' 03" W – 53.00 feet*, N 48° 15' 46" W – 43.83 feet*, and N 51° 55' 56" W – 50.20 feet* to the northwest line of said Lot 6 and a southwest boundary of the College View subdivision, at the north corner of Lot 6-1 of the D.A. Smith Subdivision as described by the plat recorded in volume 9912, page 22 of the Official Public Records of Brazos County, Texas;

Thence S 41° 25' 54" W – 339.45 feet* along the northwest lines of said Lot 6 and Lot 5, and the southwest boundary of the College View subdivision, to a point in the middle of Eisenhower Street;

Thence S 50° 18' 00" E – 345.54 feet*, generally along the middle of pavement of Eisenhower Street, to a point for corner of this described tract on a southwestward extension of the northwest line of Lot 5-5 of the said plat of Lots 5-1 through 5-6;

Thence N 41° 02' 08" E – 180.74 feet*, passing the west corner of said Lot 5-5 at 30.3 feet*, to the common corner of Lot 5-5 and Lot 5-6 in the southwest right-of-way boundary of Avenue A;

Thence S 48° 27' 52" E – 301.55 feet*, along the said southwest boundary of Avenue A, to the Point of Beginning and containing 3.66 acres of land more or less.

1701 Southwest Parkway, Suite 104, College Station, Texas 77840 | 979.693.2777 | TxSurv F-10030200 | BaselineSurveyors.net

BASELINE | DCCM

Bearings and *distances are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 120 and no. 122 (N 17° 03' 41" W). Approximate surface distances can be computed by multiplying these provided grid distances by an average combined scale factor of 1.000100.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



See survey exhibit plat dated May 2024.

1701 Southwest Parkway, Suite 104, College Station, Texas 77840 | 979.693.2777 | TxSurv F-10030200 | BaselineSurveyors.net

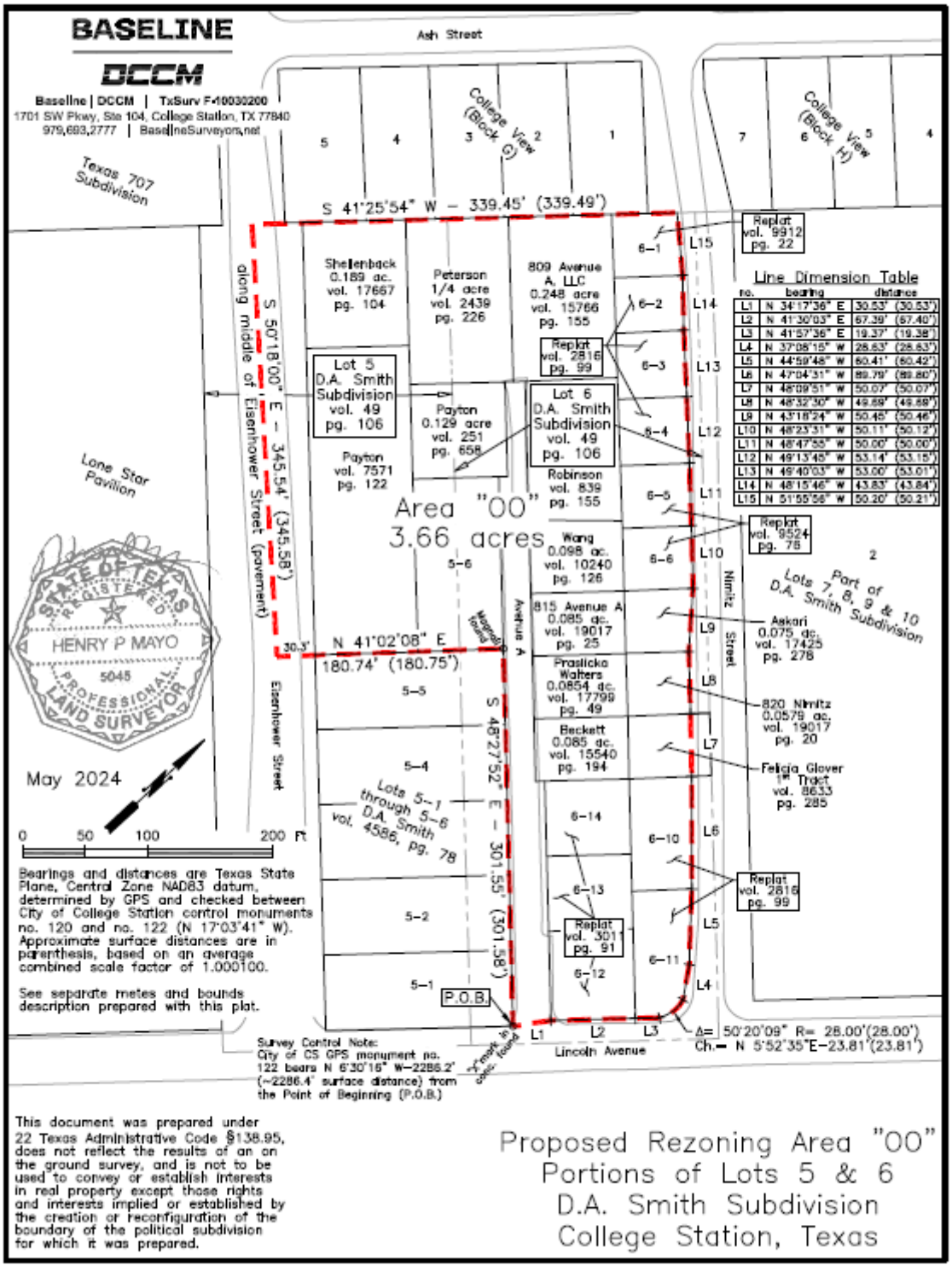
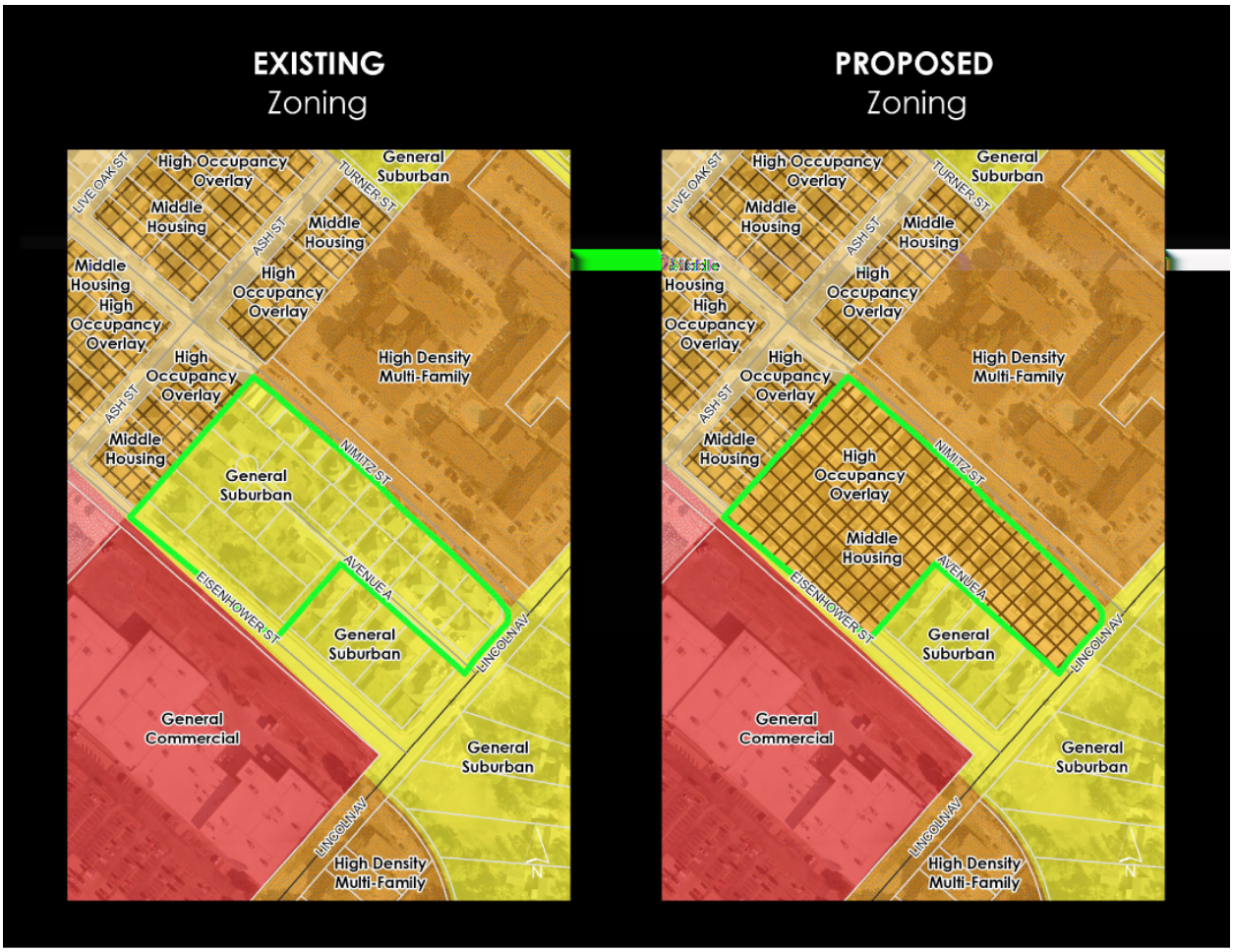

BASELINE
DCCM
Baseline | DCCM | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | BaselineSurveyors.net
Ash Street
College View (Block G)
College View (Block H)
Texas 707 Subdivision
S 41°25'54" W - 339.45' (339.49')
Shellenback 0.189 ac. vol. 17667 pg. 104
Peterson 1/4 acre vol. 2439 pg. 226
809 Avenue A, LLC 0.248 acre vol. 15766 pg. 155
Replat vol. 2816 pg. 99
Lot 5 D.A. Smith Subdivision vol. 49 pg. 106
Payton 0.129 acre vol. 251 pg. 658
Payton vol. 7571 pg. 122
Lot 6 D.A. Smith Subdivision vol. 49 pg. 106
Robinson vol. 839 pg. 155
Replat vol. 9912 pg. 22
Line Dimension Table
no. bearing distance
L1 N 34°17'36" E 30.53' (30.53')
L2 N 41°30'03" E 67.39' (67.40')
L3 N 41°57'36" E 19.37' (19.38')
L4 N 37°08'15" W 28.63' (28.63')
L5 N 44°59'48" W 60.41' (60.42')
L6 N 47°04'31" W 89.79' (89.80')
L7 N 48°09'51" W 50.07' (50.07')
L8 N 48°32'30" W 49.69' (49.69')
L9 N 43°18'24" W 50.45' (50.46')
L10 N 48°23'31" W 50.11' (50.12')
L11 N 48°47'55" W 50.00' (50.00')
L12 N 49°13'45" W 53.14' (53.15')
L13 N 49°40'03" W 53.00' (53.01')
L14 N 48°15'46" W 43.83' (43.84')
L15 N 51°55'56" W 50.20' (50.21')
S 50°18'00" E - 345.54' (345.58')
along middle of Eisenhower Street (pavement)
Area "00"
3.66 acres
Lone Star Pavilion
Wang 0.098 ac. vol. 10240 pg. 126
815 Avenue A 0.085 ac. vol. 19017 pg. 25
Praslicka Walters 0.0854 ac. vol. 17799 pg. 49
Beckett 0.085 ac. vol. 15540 pg. 194
Replat vol. 9524 pg. 75
Lots 7, 8, 9 & 10 Part of D.A. Smith Subdivision
Askari 0.075 ac. vol. 17425 pg. 278
820 Nimitz 0.0579 ac. vol. 19017 pg. 20
Felicia Glover 1st Tract vol. 8633 pg. 285
Nimitz Street
Avenue A
Eisenhower Street
30.3'
N 41°02'08" E 180.74' (180.75')
S 48°27'52" E - 301.55' (301.58')
Lots 5-1 through 5-6 D.A. Smith vol. 4586, pg. 78
Replat vol. 3011 pg. 91
P.O.B.
Lincoln Avenue
Δ= 50°20'09" R= 28.00'(28.00')
Ch.= N 5°52'35"E-23.81'(23.81')
STATE OF TEXAS
REGISTERED
HENRY P MAYO
5045
PROFESSIONAL
LAND SURVEYOR
May 2024
0 50 100 200 Ft
Bearings and distances are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 120 and no. 122 (N 17°03'41" W). Approximate surface distances are in parenthesis, based on an average combined scale factor of 1.000100.
See separate metes and bounds description prepared with this plat.
Survey Control Note:
City of CS GPS monument no. 122 bears N 6°30'16" W-2286.2' (~2286.4' surface distance) from the Point of Beginning (P.O.B.)
"X" mark in concrete found
This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
Proposed Rezoning Area "00"
Portions of Lots 5 & 6
D.A. Smith Subdivision
College Station, Texas

Exhibit B

That the Follow Conditions must be satisfied before the rezoning becomes effective:

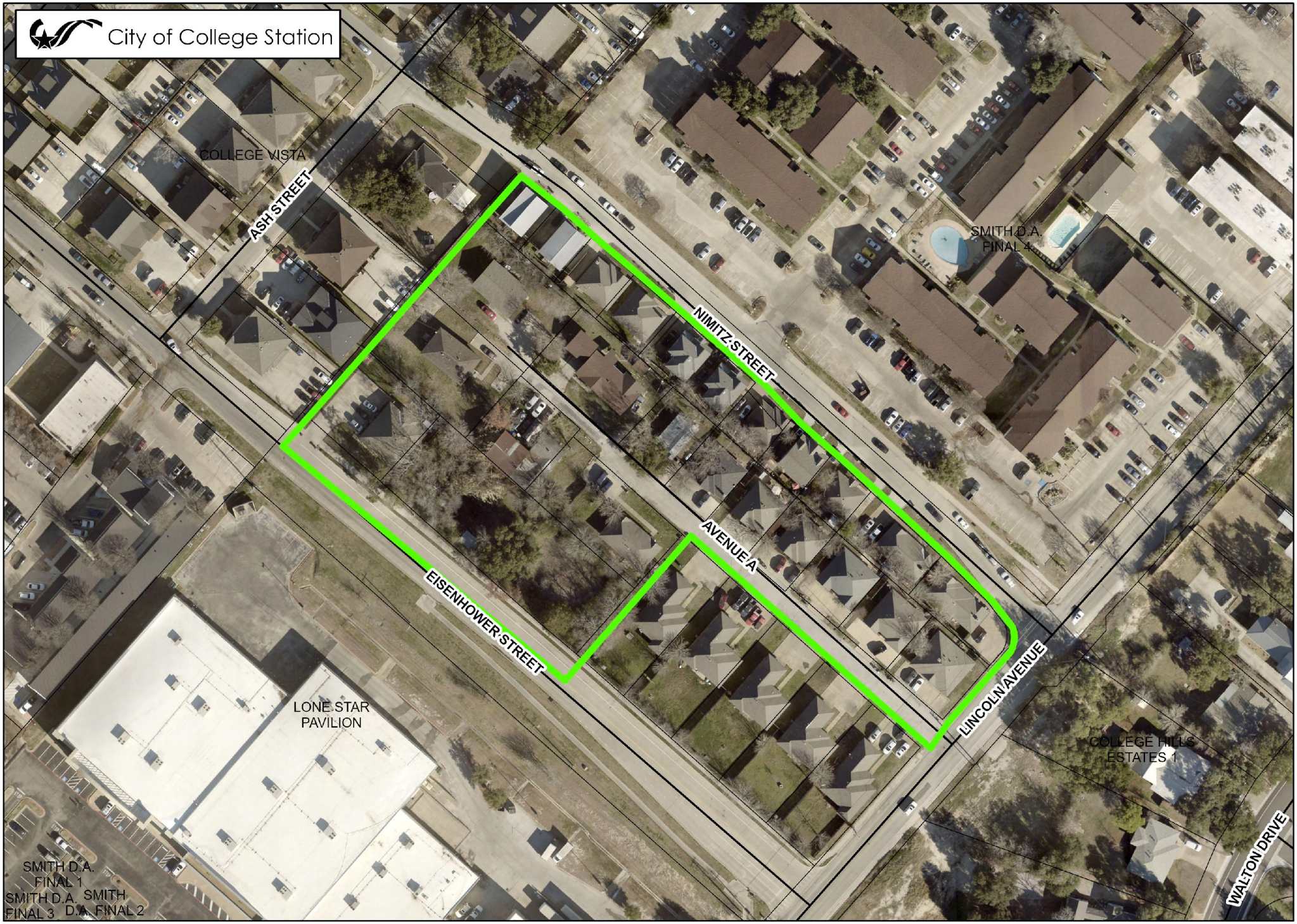
1. Construction of an approved access drive or turnaround, that meets Fire Department standards, be provided within 100 feet of the terminus of Avenue A. This can also be achieved by the extension of Avenue A to Eisenhower Street, Nimitz Street, or Ash Street.

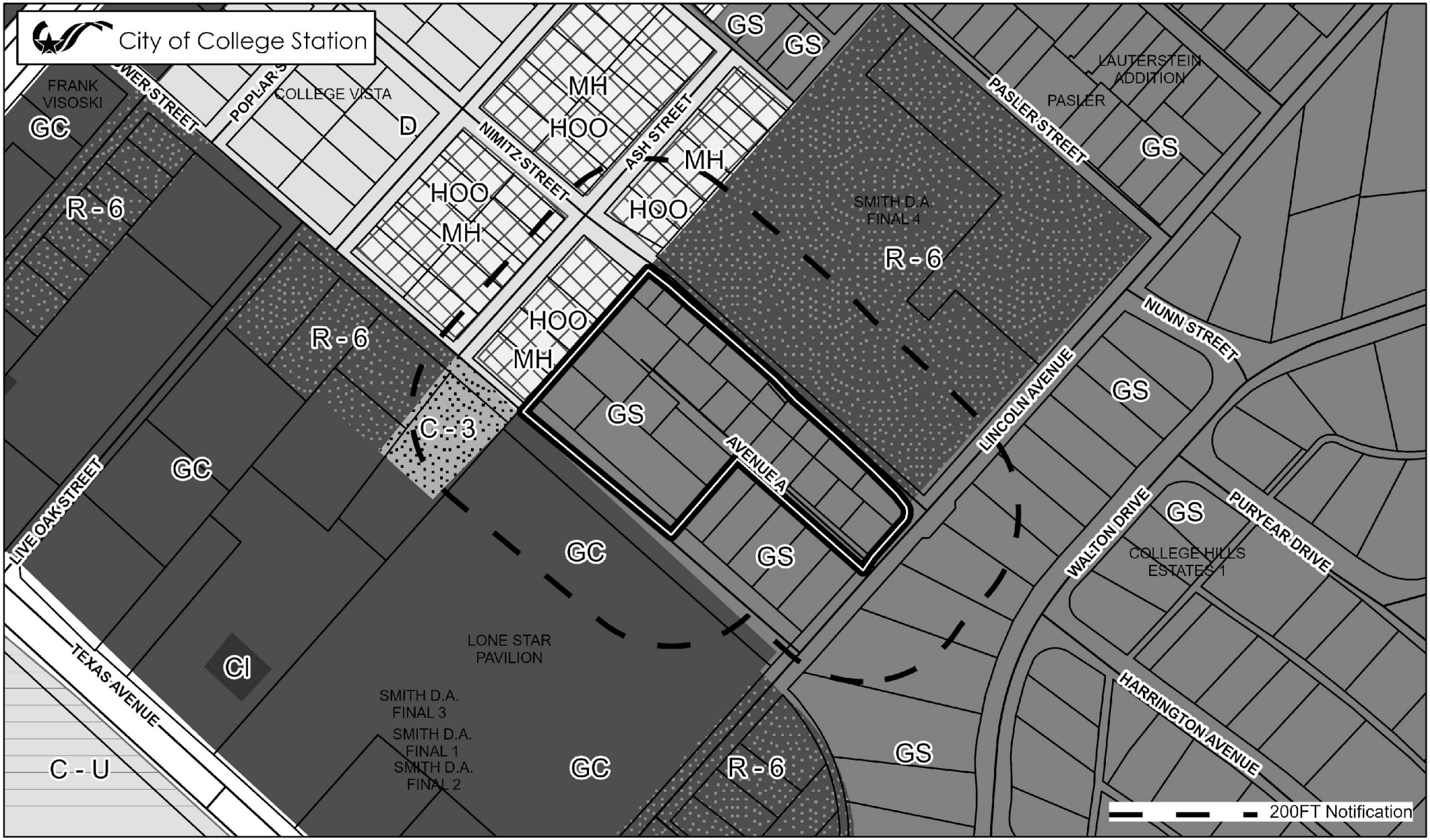
Exhibit C


EXISTING
Zoning
PROPOSED
Zoning
LIVE OAK ST
TURNER ST
ASH ST
NIMITZ ST
AVENUE A
EISENHOWER ST
LINCOLN AV
High Occupancy Overlay
General Suburban
Middle Housing
High Density Multi-Family
General Commercial
N



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.


City of College Station
COLLEGE VISTA
ASH STREET
NIMITZ STREET
SMITH D.A. FINAL 4
AVENUE A
EISENHOWER STREET
LINCOLN AVENUE
LONE STAR PAVILION
COLLEGE HILLS ESTATES 1
WALTON DRIVE
SMITH D.A. FINAL 1
SMITH D.A. FINAL 3
SMITH D.A. FINAL 2
NORTH
0
115
230
Feet
OO - AVENUE A
Case:
REZ2023-000051
REZONING



ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MH Middle Housing
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- HOO High Occupancy Ovr.
- 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

0 240 480 Feet

OO - AVENUE A

Case: REZ2023-000051

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 1, 2024
Advertised Council Hearing Date: August 22, 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:

College Hills HOA

Property owner notices mailed: 54

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

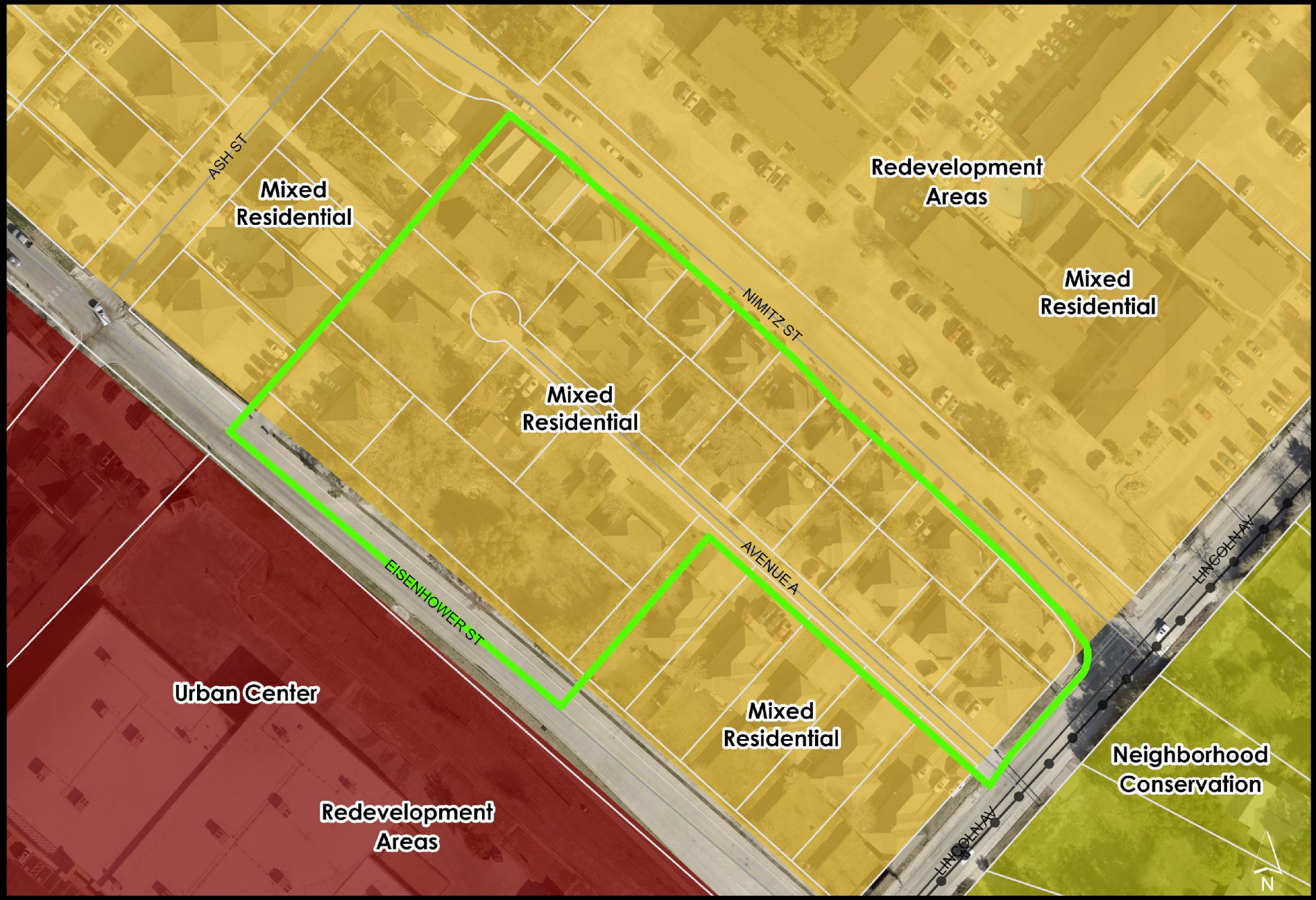
ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Mixed Residential	General Suburban	Detached single family
East	Neighborhood Conservation	General Suburban	Detached single family
South	Neighborhood Conservation	GS General Suburban	Detached single family
West	Urban Center	GC General Commercial	Shopping center

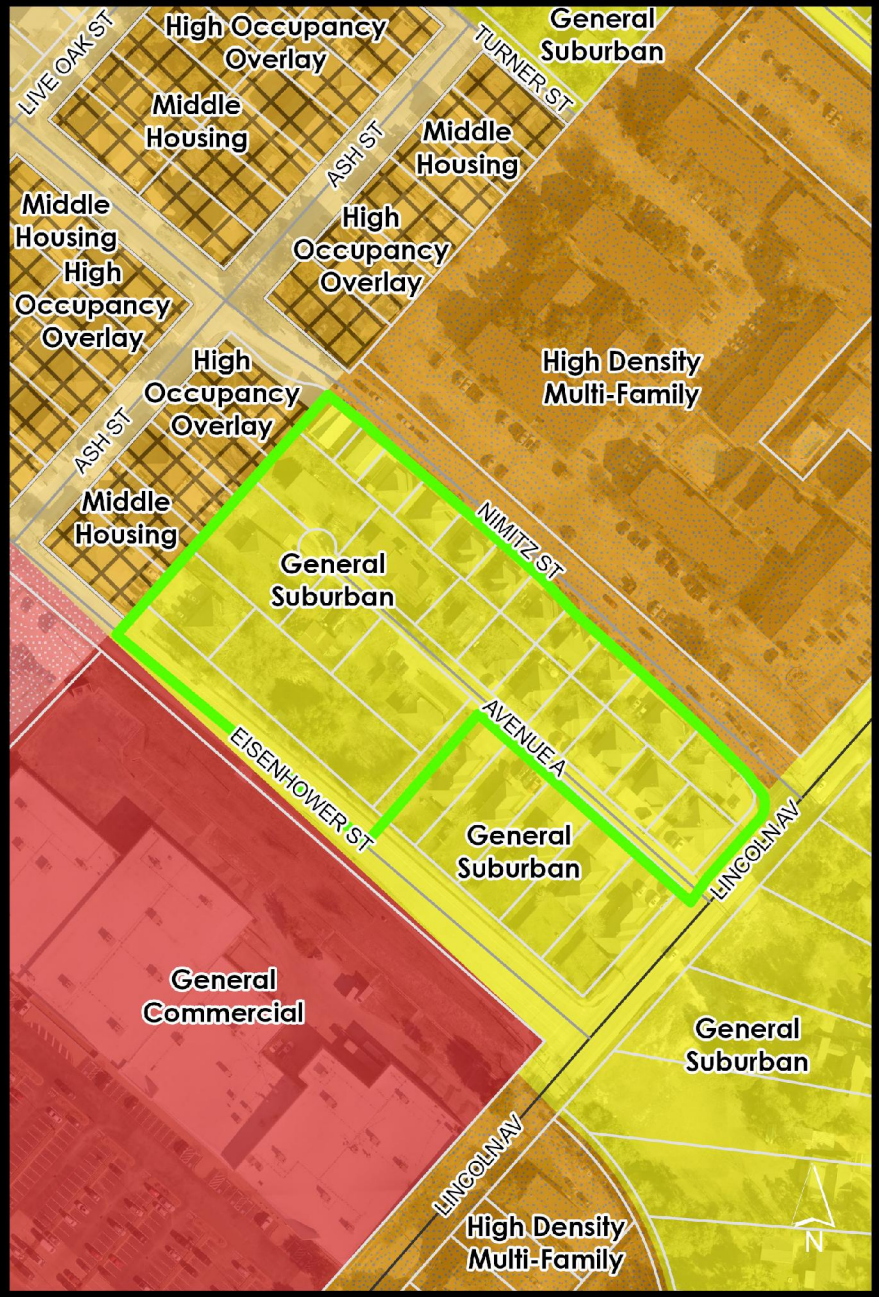
DEVELOPMENT HISTORY

Annexed: April 1951
Zoning: A-O Agricultural Open (1951 upon annexation)
R-3 Apartment Building (year undetermined)
R-1 Single Family Residential (1976)
R-1 Single Family Residential renamed to GS General Suburban (2013)
Final Plat: D.A. Smith Subdivision
Site Development: Single-family Houses

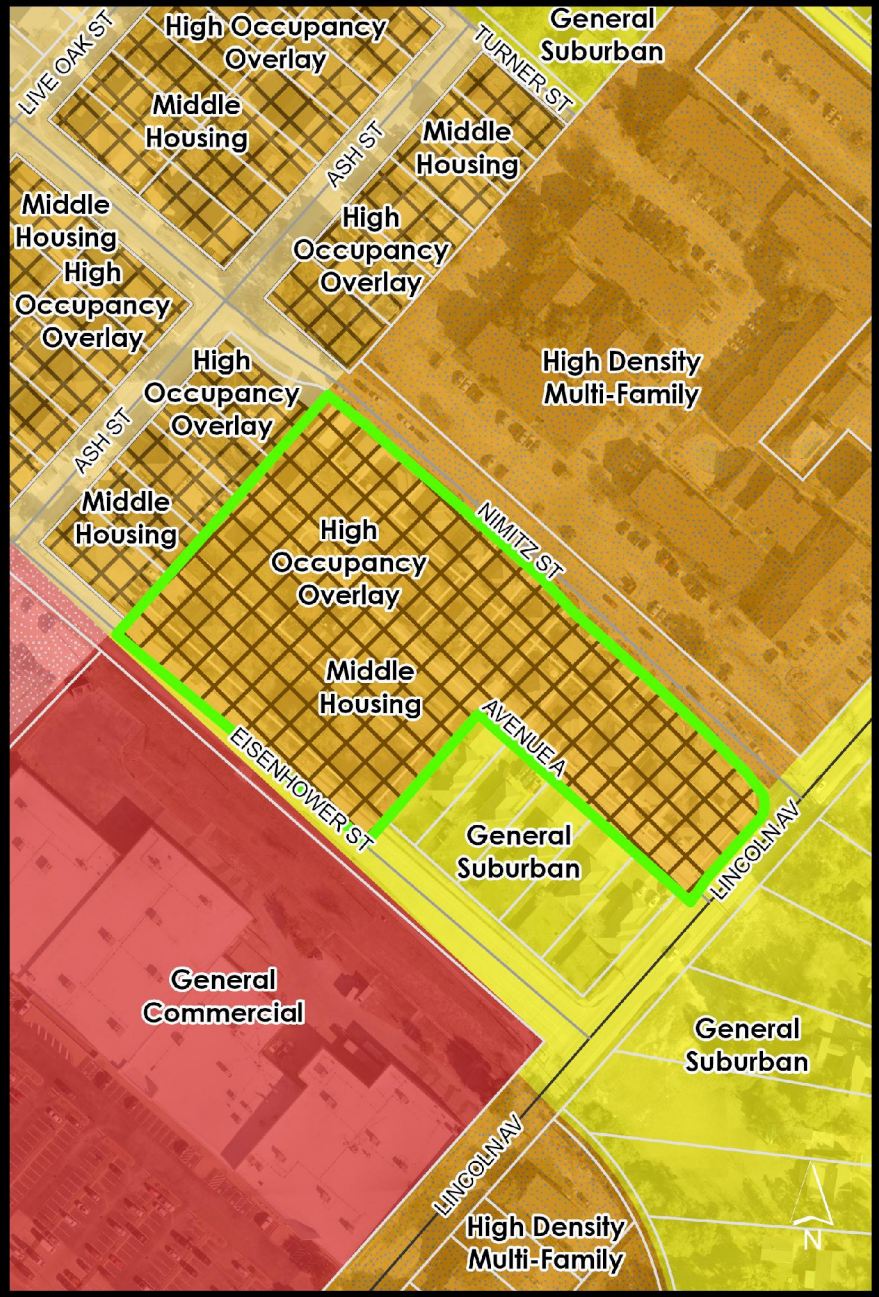
EXISTING
Future Land Use



EXISTING
Zoning



PROPOSED
Zoning



August 22, 2024
Item No. 8.7.
Area O City Initiated Rezoning to MH – Middle Housing with a HOO – High Occupancy Overlay

Sponsor: Jesse Dimeolo, Jeff Howell

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GS General Suburban to MH Middle Housing and HOO High Occupancy Overlay for approximately 28 acres being all of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, including portions of the Richards Subdivision as described by plat recorded in volume 137, page 25 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of it, and generally being the majority of the properties which front on Richards Street, Crest Street and Sterling Street.

Relationship to Strategic Goals:
- Good Governance
- Neighborhood Integrity
- Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their August 1st, 2024 meeting and voted unanimously to recommend support. City staff also recommends approval.

Summary: As part of the second phase of the City-initiated rezonings to middle housing, this area was identified as appropriate for MH Middle Housing and HOO High Occupancy Overlay but needed to be surveyed prior to moving forward. This is due to the area not being subdivided and/or the need to be resurveyed. This area was also previously considered and determined to be appropriate for rezoning to MH Middle Housing by a working group of neighborhood and development community representatives, the Planning and Zoning Commission, and the City Council. Public engagement sessions were held earlier this year in February and March to receive additional feedback prior to moving forward with the survey work necessary.

After receiving the completed survey and considering the rezoning criteria, City staff has determined that this area is appropriate for rezoning to MH Middle Housing and HOO High Occupancy Overlay and are recommending approval. The HOO High Occupancy Overlay would allow the shared housing use as long as the property met the requirements for that use.

REZONING REVIEW CRITERIA FOR AREA O

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject properties are designated on the Comprehensive Plan Future Land Use & Character Map as Mixed Residential. For the Mixed Residential land use, the Comprehensive Plan provides the following:

Areas appropriate for a mix of moderate density residential development including, townhomes, duplexes, small multifamily buildings (3-12 unit), and limited small-lot single family. These areas are

appropriate for residential infill and redevelopment that allows original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.

The intent of the Mixed Residential land use is to accommodate a walkable pattern of small lots, small blocks, and well-connected street pattern that supports surrounding neighborhoods. Developments in this district should prioritize a mix of housing types and scales located near community facilities or adjacent to commercial or neighborhood centers. The MH Middle Housing zoning district is aligned with that vision.

The zoning districts that are generally appropriate within Mixed Residential include: middle housing, duplex, townhouse, and limited-scale single-family zoning.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is bordered by commercial and multifamily zoned properties to the southeast, mixed-use development to the north at the intersection of Dartmouth and Holleman, commercial areas to the west and a new development of townhomes where George Bush Drive terminates into Holleman. Development pressure continues to grow as new generations of students, young professionals, families, and seniors move to College Station; allowing and encouraging redevelopment opportunities helps alleviate some of the pressure in the market. The MH Middle Housing zoning district enables redevelopment of these lots at an appropriate scale, permitting the increase in residential density on these sites. The residential uses permitted in the MH Middle Housing zoning district are appropriate for this area, as it allows for additional residential density to meet market demand, while still fitting into the context of the surrounding areas.

Additionally, the HOO High Occupancy Overlay, which allows shared housing uses, was determined to be appropriate for the subject properties due to the proximity to Texas A&M University and a Texas A&M Transportation Services bus route and the development pattern of the properties within the area.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject properties are suitable for single-family, townhouse, duplex, and multiplex uses, although some uses would require replatting of the lots to fit the dimensional standards of the MH Middle Housing zoning district.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is adequate to support the needs of the proposed zoning districts. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Additionally, through staff reviews of the street network in the area, it was determined that the on-street parking areas needed to be revised to allow for better emergency and sanitation vehicle access. At the July 11th, 2024 City Council meeting, on-street parking was removed from the northwest side of Richards Street from Texas Avenue to Crest Street and a prior parking prohibition on the southeast side was repealed.

5. The marketability of the property:

The uses allowed by MH Middle Housing and the HOO High Occupancy Overlay provide for an increase in density that is marketable given the location of the property.

Budget & Financial Summary: N/A

Attachments:

1. Richards Subdivision HOO Ordinance
2. Aerial and Small Area Maps
3. Background Information
4. Future Land Use Map
5. Rezoning Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 28 ACRES BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, INCLUDING PORTIONS OF THE RICHARDS SUBDIVISION AS DESCRIBED BY PLAT RECORDED IN VOLUME 137, PAGE 25 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND SUBSEQUENT REPLATS OF PORTIONS OF IT, AND GENERALLY BEING THE MAJORITY OF THE PROPERTIES WHICH FRONT ON RICHARDS STREET, CREST STREET AND STERLING STREET AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GS General Suburban to MH Middle Housing with a HOO High Occupancy Overlay zoning:

BASELINE | DCCM

City-Initiated Rezoning
Proposed Area "O"
(Richards St. & Sterling St. area)
Richards Subdivision
College Station, Texas
May 2024

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

Beginning at the most southerly corner of this described zoning boundary at intersection of the southeast boundary of the said Richards Subdivision (vol. 137, pg. 25) and the current northeast right-of-way boundary of Texas Avenue (Business Highway 6), being the south corner of Lot 22A Marin Acres, as described by plat recorded in volume 11036, page 27 of the Official Public Records of Brazos County, Texas, from where City of College Station control monument no. 120 bears S 30° 01' 36" W – 3568.9 feet*;

Thence along the said northeast right-of-way boundary of Texas Avenue, and crossing Sterling Street and Richards Street, as follows:
N 49° 30' 38" W – 88.90 feet*, N 51° 58' 58" W – 57.03 feet*, N 49° 30' 38" W – 182.33 feet*, N 47° 33' 49" W – 72.39 feet*, and N 49° 30' 38" W – 92.58 feet to the most westerly corner of this described zoning boundary;

Thence N 41° 31' 53" E – 1865.30 feet*, along the northwest boundary of the said Richards Subdivision (vol. 137, pg. 25), to its intersection with the southwest boundary of Holleman Place Subdivision as described by replat recorded in volume 19006, page 228 of the Official Public Records of Brazos County, Texas;

Thence S 49° 11' 54" E – 4.18 feet* to the common corner of Lot 1R-1R and Lot 1R-2R of said Holleman Place Subdivision;

Thence N 41° 29' 41" E – 155.50 feet* through said Holleman Place Subdivision along the southeast line of said Lot 1R-1R to its common corner with Lot 1R-4R;

Thence S 49° 25' 42" E – 124.50 feet*, along the common line of Lot 1R-4R and Lot 2R of Holleman Place Subdivision, passing at 99.99 feet the common corner of said Lots, to a point in the middle of Richards Street;

Thence N 41° 30' 00" E – 719.74 feet*, along the middle of Richards Street to the most northerly corner of this described zoning boundary;

Thence S 48° 15' 19" E – 382.17 feet*, along the northwest boundary of Block Three of the Richards Subdivision as described by replat recorded in volume 481, page 67 of the Deed Records of Brazos County, Texas, to the east corner of Lot 6 of said Block Three, also being the most easterly corner of this described zoning boundary;

1701 Southwest Parkway, Suite 104, College Station, Texas 77840 | 979.693.2777 | TxSurv F-10030200 | BaselineSurveyors.net

BASELINE | DCCM

Thence S 41° 57' 29" W – 244.39 feet* and S 42° 14' 23" W – 335.48 feet*, along the southeast boundary of the said Richards Subdivision (vol. 137, pg. 25), to the east corner of the Parulian Subdivision as described by plat recorded in volume 12824, page 30 of the Official Public Records of Brazos County, Texas;

Thence N 48° 01' 38" W – 122.70 feet* along the northeast line of the said Parulian Subdivision and continuing to the point in the middle of Sterling Street;

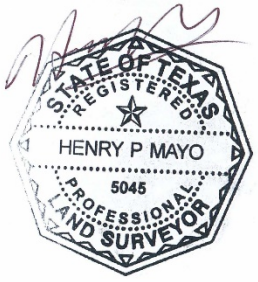
Thence S 41° 45' 00" W – 410.17 feet* along the middle of Sterling Street to a point for corner;

Thence S 48° 07' 21" E – 120.09 feet*, mostly along the southwest line of the said Parulian Subdivision to its south corner;

Thence S 41° 45' 57" W – 1742.52 feet*, along the said southwest boundary of the Richards Subdivision (vol. 137, pg. 25) and several subdivisions within it, to the Point of Beginning and containing 28.15 acres of land more or less.

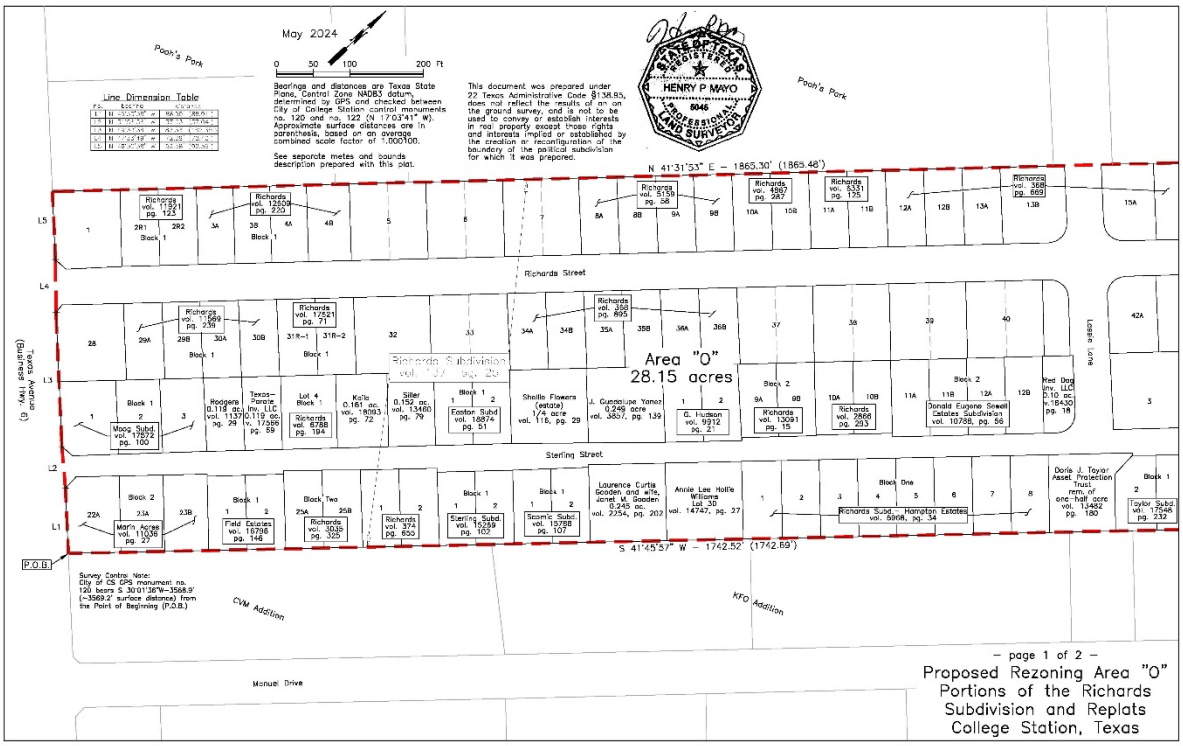
Bearings and *distances are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 120 and no. 122 (N 17° 03' 41" W). Approximate surface distances can be computed by multiplying these provided grid distances by an average combined scale factor of 1.000100.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



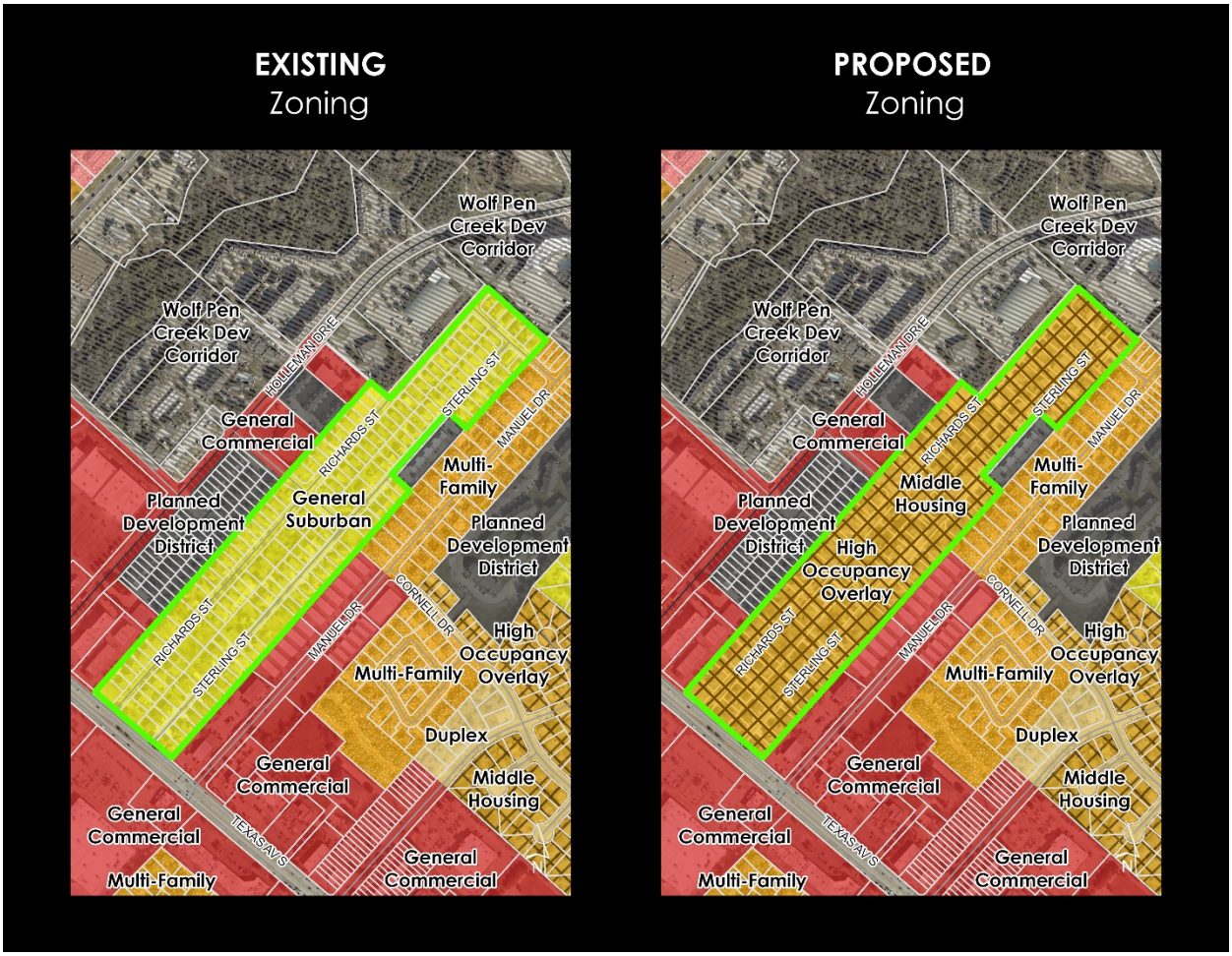
See survey exhibit plat dated May 2024.

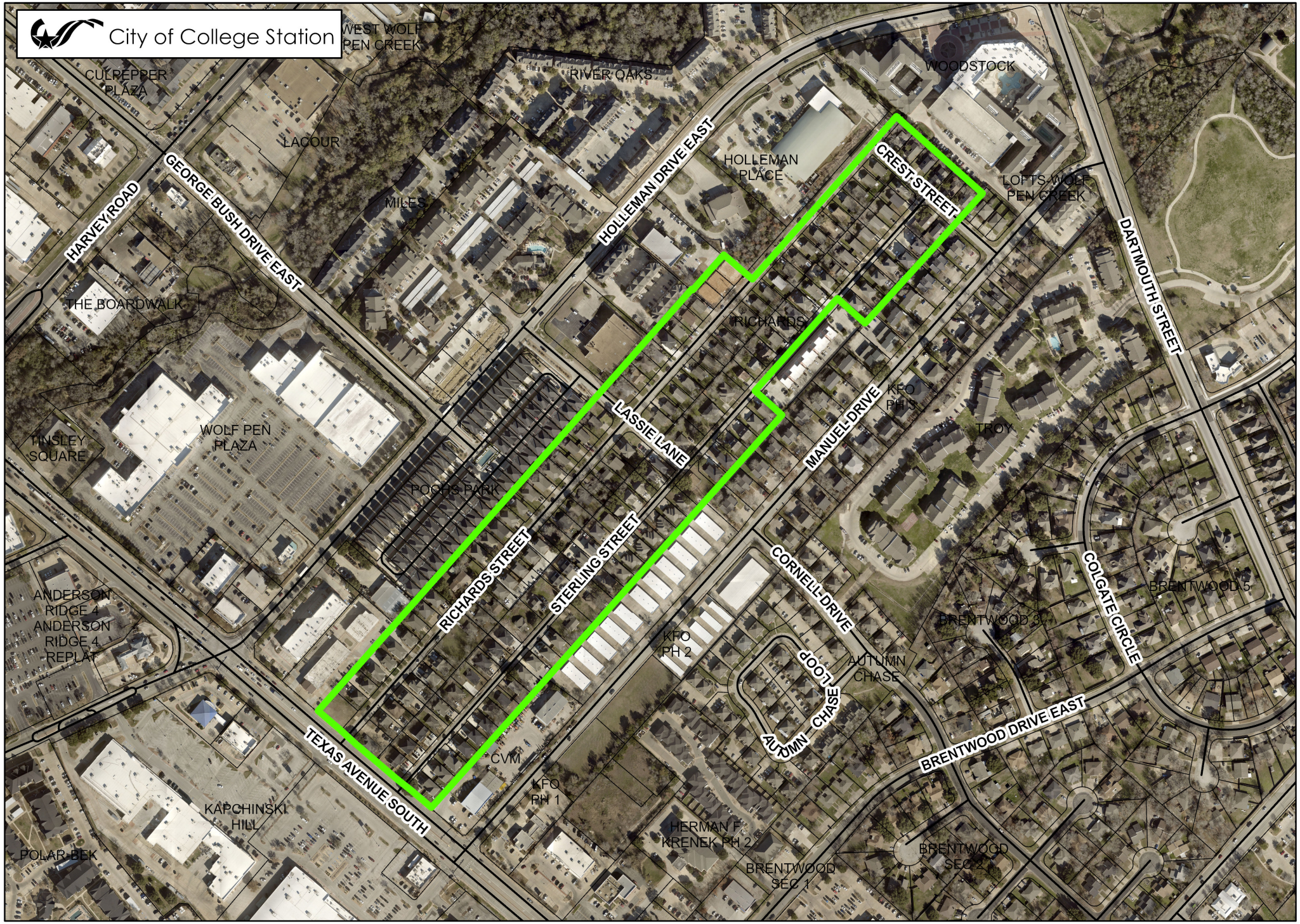
1701 Southwest Parkway, Suite 104, College Station, Texas 77840 | 979.693.2777 | TxSurv F-10030200 | BaselineSurveyors.net


May 2024
Area "O"
28.15 acres
Richards Subdivision
vol. 137, pg. 25
Richards Street
Sterling Street
Manuel Drive
Pooh's Park
CVM Addition
KFO Addition
P.O.B.
N 41°31'53" E – 1865.30' (1865.48')
S 41°45'57" W – 1742.52' (1742.69')
HENRY P MAYO
6046
– page 1 of 2 –
Proposed Rezoning Area "O"
Portions of the Richards
Subdivision and Replats
College Station, Texas


May 2024
Area "O"
28.15 acres
Richards Subdivision
vol. 137, pg. 25
Richards Street
Sterling Street
Hollerman Drive
Pooh's Park
Hollerman Place Subdivision
KFO Addition
N 41°31'53" E – 1865.30' (1865.48')
N 41°30'00" E – 719.74' (719.81')
along middle of Richards Street
S 41°45'57" W – 1742.52' (1742.69')
S 41°42'50" W – 410.17' (410.21')
along middle of Richards Street
S 42°42'23" W – 335.48' (335.51')
S 41°57'26" W – 241.39' (244.41')
– page 2 of 2 –
Proposed Rezoning Area "O"
Portions of the Richards
Subdivision and Replats
College Station, Texas

Exhibit B


EXISTING
Zoning
Wolf Pen Creek Dev Corridor
Wolf Pen Creek Dev Corridor
HOLLEMAN DR E
STERLING ST
RICHARDS ST
MANUEL DR
General Commercial
Multi-Family
Planned Development District
General Suburban
Planned Development District
CORNELL DR
RICHARDS ST
STERLING ST
MANUEL DR
High Occupancy Overlay
Multi-Family
Duplex
General Commercial
Middle Housing
General Commercial
TEXAS AV S
General Commercial
Multi-Family
PROPOSED
Zoning
Wolf Pen Creek Dev Corridor
Wolf Pen Creek Dev Corridor
HOLLEMAN DR E
STERLING ST
RICHARDS ST
MANUEL DR
General Commercial
Multi-Family
Middle Housing
Planned Development District
Planned Development District
High Occupancy Overlay
CORNELL DR
RICHARDS ST
STERLING ST
MANUEL DR
High Occupancy Overlay
Multi-Family
Duplex
General Commercial
Middle Housing
General Commercial
TEXAS AV S
General Commercial
Multi-Family



NORTH

0 405 810 Feet

O - RICHARDS ST. & STERLING ST. AREA

Case: REZ2023-000044

REZONING



ZONING DISTRICTS (In Grayscale)

Residential

R	Rural
WE	Wellborn Estate
E	Estate
WRS	Wellborn Restricted Suburban
RS	Restricted Suburban
GS	General Suburban
D	Duplex
T	Townhome
MH	Middle Housing
MF	Multi-Family
MU	Mixed-Use
MHP	Manufactured Home Pk.

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C–U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG–1	Core Northgate
NG–2	Transitional Northgate
NG–3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
HOO	High Occupancy Ovr.
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

0 480 960 Feet

O - RICHARDS ST. & STERLING ST. AREA

Case: REZ2023-000044

REZONING

BACKGROUND INFORMATION – REZ2023-000044

NOTIFICATIONS

Advertised Commission Hearing Date: August 1, 2024
Advertised Council Hearing Date: August 22, 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:

None

Property owner notices mailed: 233

Contacts in support: Two at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: One at the time of this report

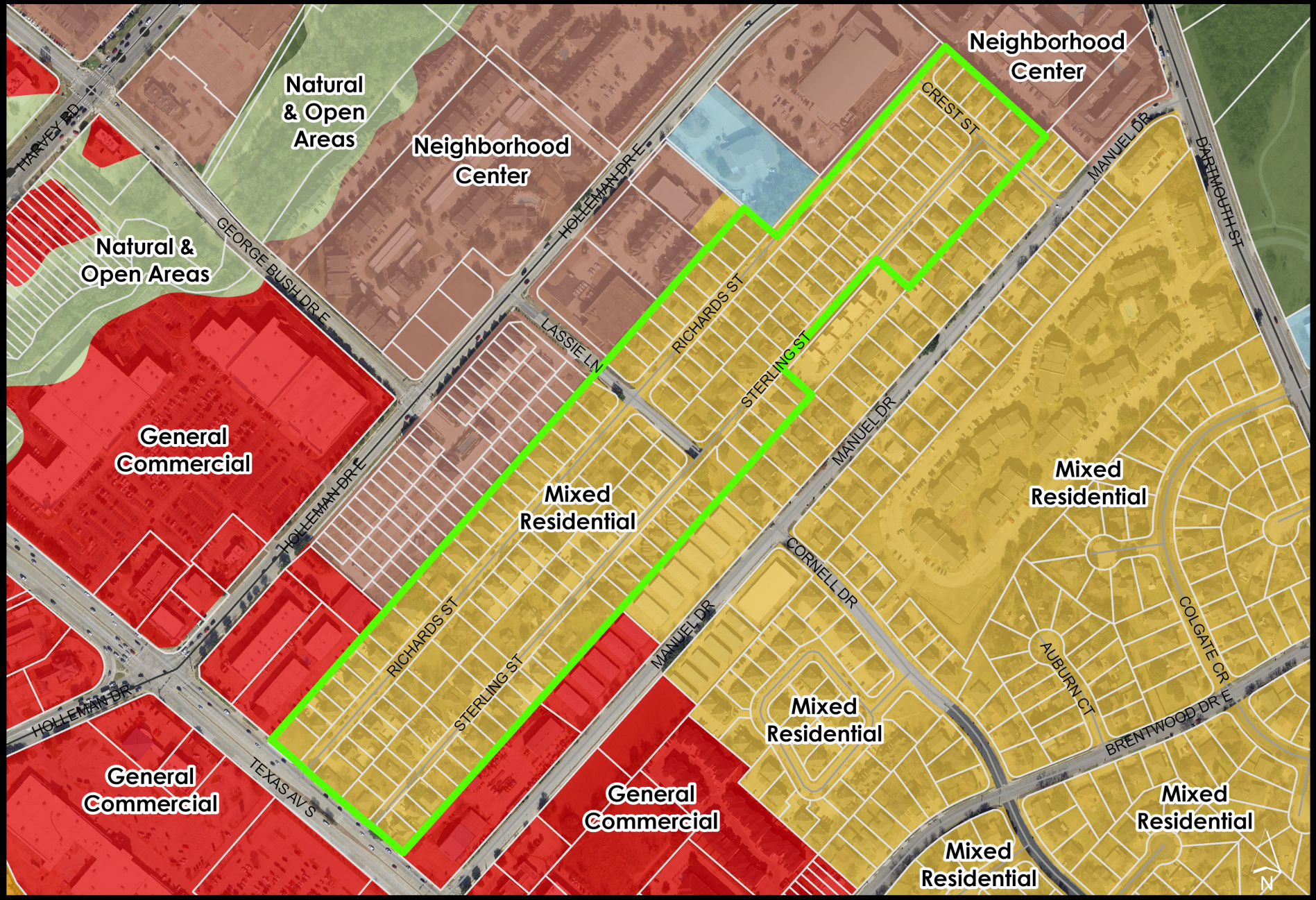
ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Neighborhood Center and Institutional/Public	WPC Wolf Pen Creek	Multi-Family Apartments
South	General Commercial	GC General Commercial	Self-Storage
East	Mixed Residential	R-4 Multi-Family	Multi-Family Apartments
West	General Commercial	PDD Planned Development District and GC General Commercial	Horizontal mixing of commercial spaces and detached townhomes

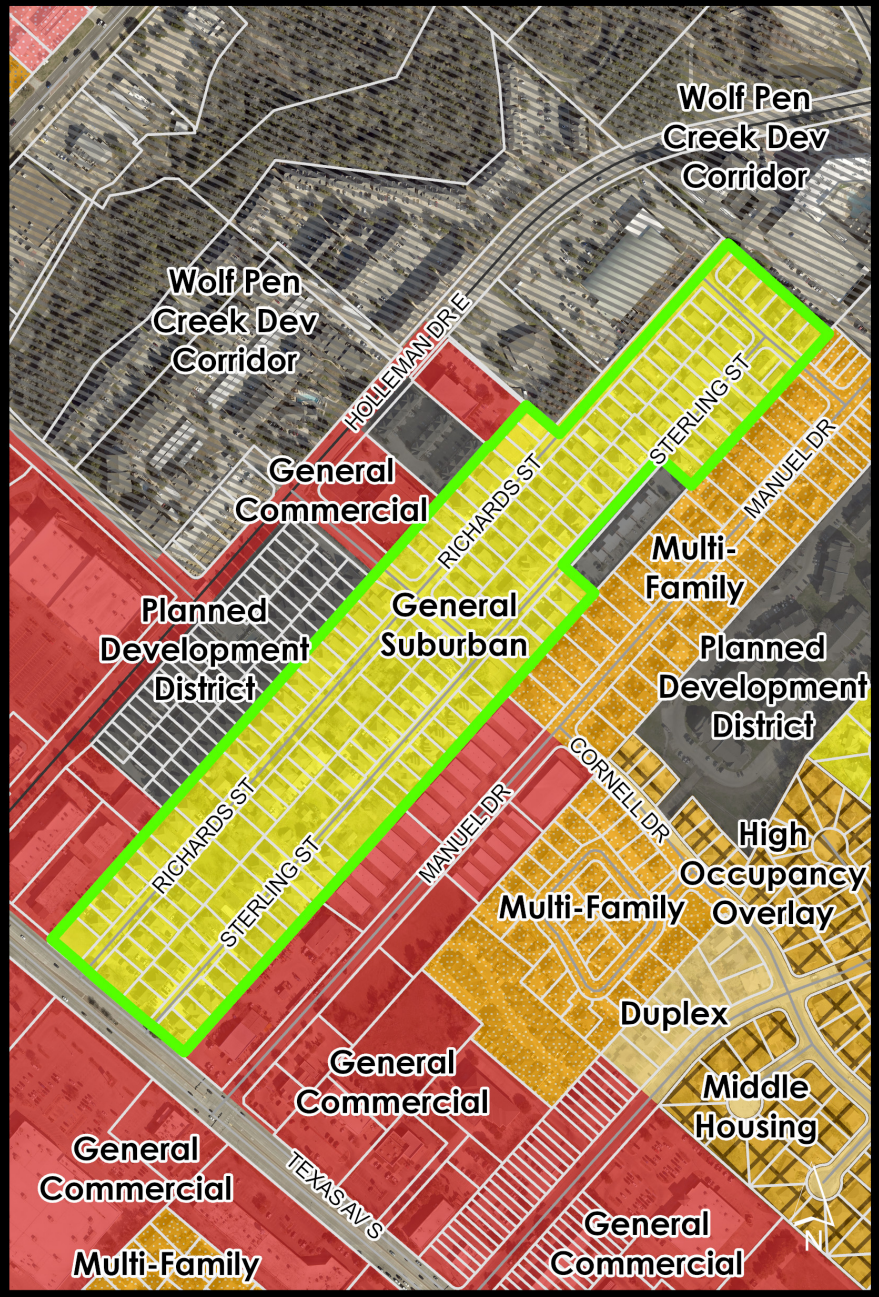
DEVELOPMENT HISTORY

Annexed: 1969 and 1971
Zoning: GS General Suburban (1969 upon annexation)
Final Plat: Unplatted areas and portions of Richards Subdivision Volume 137, Page 25 (1979)
Site Development: Single family homes and undeveloped property

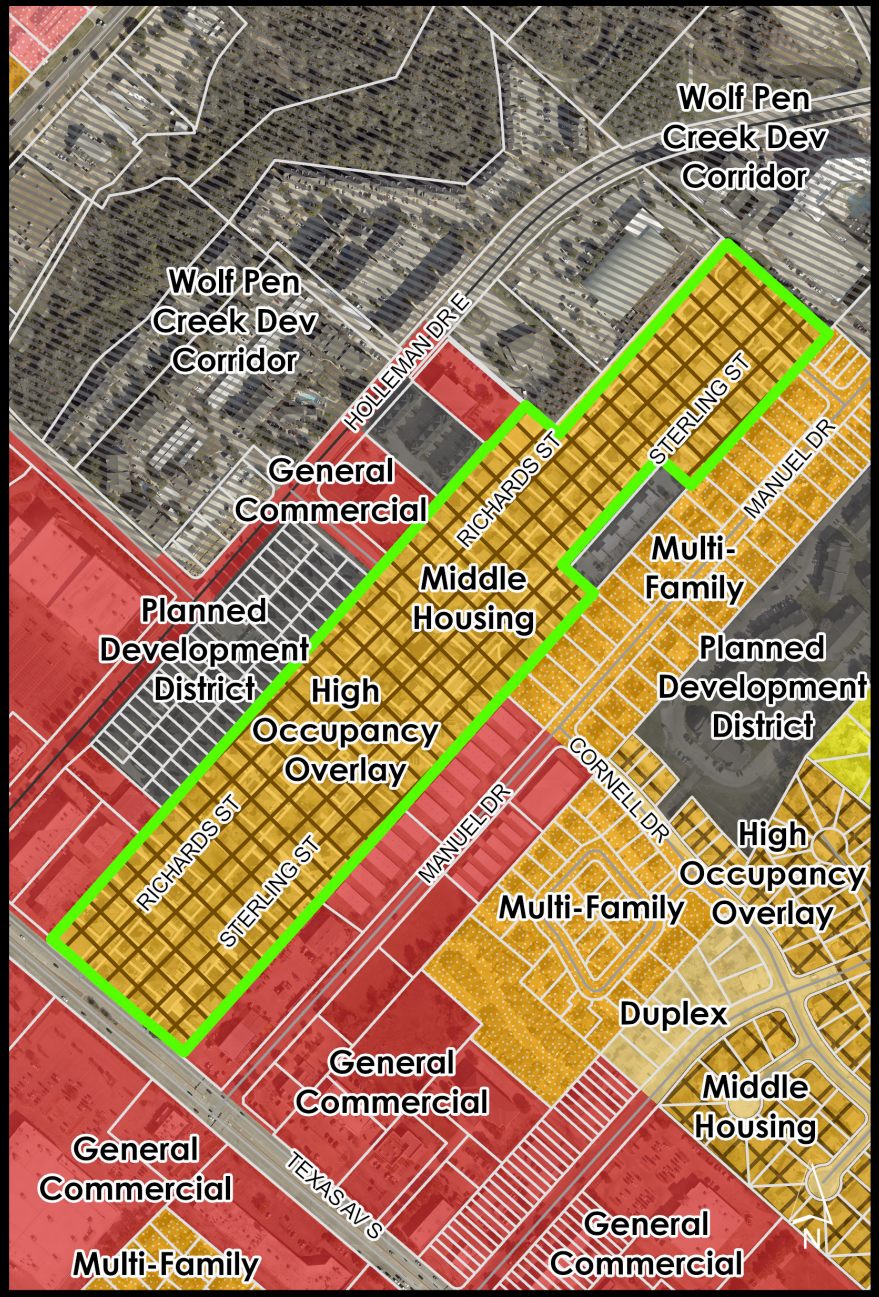
EXISTING
Future Land Use



EXISTING
Zoning



PROPOSED
Zoning



August 22, 2024
Item No. 8.8.
Midtown Phase 106 Public Utilty Easement Abandonment

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.034 acre portion of Public Utility Easement located in Lot 1R-4, Block 7 of the Midtown Reserve subdivision Phase 106, according to the plat recorded in Volume 19243, Page 165, of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the abandonment

Summary: The public utility easement abandonment is being requested by the applicant because of a desired development in this area. This originally platted easement is no longer needed in this location because the lot configuration is changing. There are no existing utilities here, and all utilities providers have approved this request.

Budget & Financial Summary: N/A

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

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.034 ACRE PORTION OF PUBLIC UTILITY EASEMENT LOCATED IN LOT 1R-4, BLOCK 7 OF THE MIDTOWN RESERVE SUBDIVISION PHASE 106, ACCORDING TO THE REPLAT RECORDED IN VOLUME 19243, PAGE 165 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.034 acre portion of a Public Utility Easement located in Lot 1R-4, Block 7 of the Midtown Reserve subdivision Phase 106, according to the replat recorded in Volume 19243, Page 165 of the Official Records of Brazos County, Texas, as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Public Utility Easement"); and

WHEREAS, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Public Utility Easement.

3. There is no anticipated future public need or use for the Public Utility Easement.

4. Abandonment of the Public Utility Easement 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"** be abandoned and vacated by the City.

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

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

GENERAL NOTES

BEARING SYSTEM SHOWN HEREIN IS NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-130 (N:10200590.80, E:3569863.02) AND AS ESTABLISHED BY GPS OBSERVATION. DISTANCES SHOWN HEREIN ARE SURFACE DISTANCES. TO DETERMINE GRID DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 0.999898305 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE PORTION OF EASEMENT ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

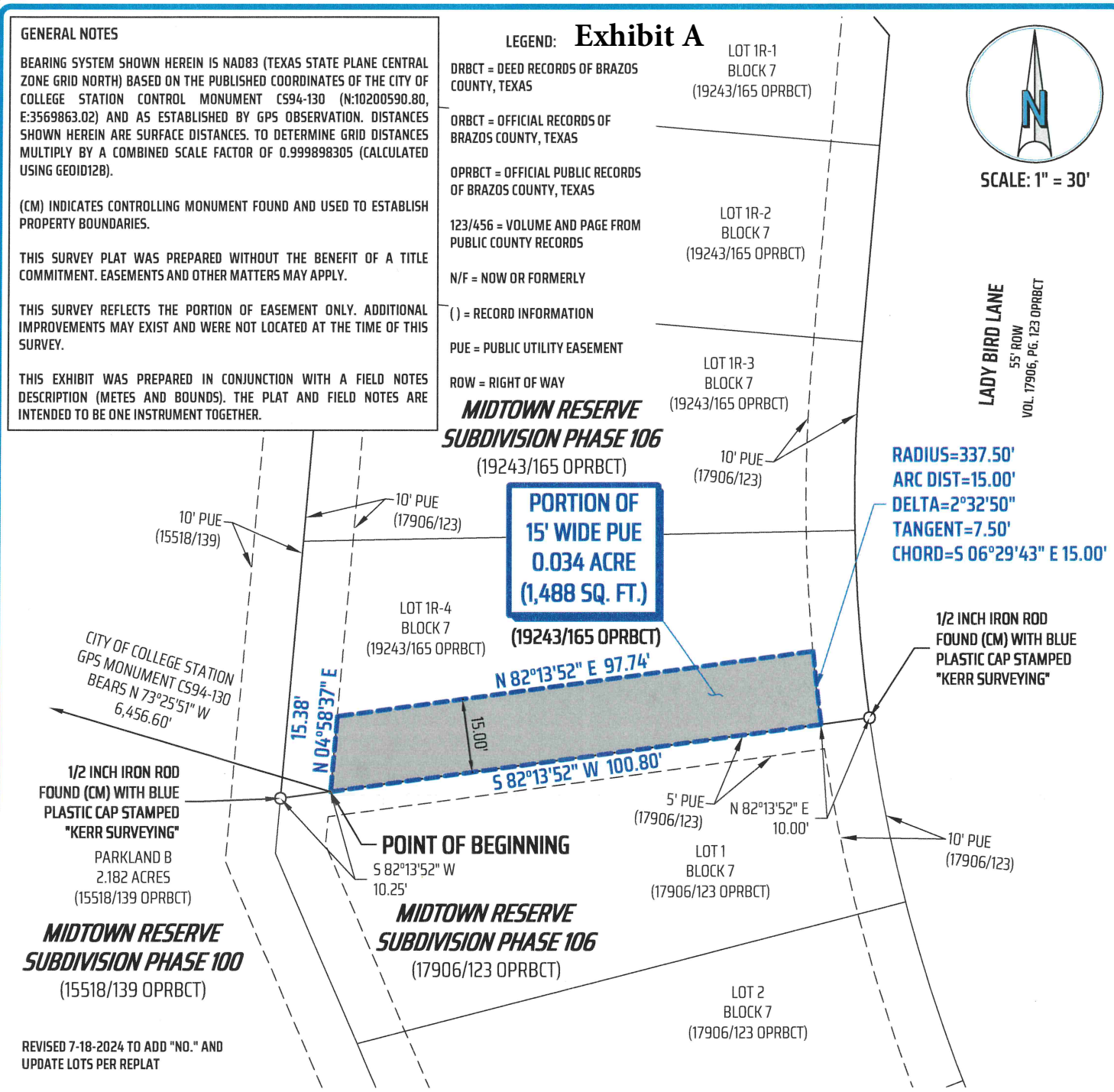
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

PUE = PUBLIC UTILITY EASEMENT

ROW = RIGHT OF WAY



REVISED 7-18-2024 TO ADD "NO." AND UPDATE LOTS PER REPLAT

SURVEY EXHIBIT
OF A
PORTION OF A 15' WIDE PUBLIC UTILITY EASEMENT
0.034 ACRE (1,488 SQ. FT.)
OVER, ACROSS, AND UPON LOT 1R-4, BLOCK 7
MIDTOWN RESERVE SUBDIVISION PHASE 106
VOLUME 19243, PAGE 165 OPRBCT
THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT NO. 9
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 30 FEET
SURVEY DATE: 05-09-2024 | PLAT DATE: 05-29-2024
JOB NUMBER: 24-601 | CAD NAME: 24-601-S Esmt
POINT FILE: BIRDEST-GRID (cont); 24-003 (job)
DRAWN BY: TJF CHECKED BY: MK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

MICHAEL KONETSKI
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6531

STATE OF TEXAS
REGISTERED
MICHAEL KONETSKI
6531
PROFESSIONAL
LAND SURVEYOR

7/18/24

Exhibit A

FIELD NOTES DESCRIPTION

OF A

PORTION OF A 15' WIDE PUBLIC UTILITY EASEMENT

THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT NO. 9

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 0.034 ACRE PORTION OF 15' WIDE PUBLIC UTILITY EASEMENT IN THE THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT NO. 9, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A 15' WIDE PUBLIC UTILITY EASEMENT OVER, ACROSS, AND UPON LOT 1R-4, BLOCK 7, DEPICTED ON THE PLAT OF MIDTOWN RESERVE SUBDIVISION PHASE 106 FILED IN VOLUME 19243, PAGE 165 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the north line of Lot 1, Block 7 of said Phase 106 and on the south line of said Lot 1R-4, Block 7 from which a 1/2 inch iron rod found marking the west common corner of said Lot 1 and Lot 1R-4 bears S 82° 13' 52" W a distance of 10.25 feet; also from said Point of Beginning the City of College Station GPS monument CS94-130 bears N 73° 25' 51" W a distance of 6,456.60 feet;

THENCE, over, across, and upon said Lot 1R-4, Block 7 for the following three (3) courses and distances:

1) **N 04° 58' 37" E** a distance of **15.38 feet** to a point in said lot being an interior corner of said public utility easement;
2) **N 82° 13' 52" E** with a north line of said public utility easement, **97.74 feet** to an interior corner of said public utility easement;
3) With a non-tangent curve to the left, having a **radius of 337.50 feet, an arc length of 15.00 feet, a delta angle of 02° 32' 50", and a chord which bears S 06° 29' 43" E a distance of 15.00 feet** to a point on said common line from which a 1/2 inch iron rod found on the west right-of-way of Lady Bird Lane (55 foot right-of-way, 17906/123 OPRBCT) marking the east common corner of said Lot 1 and 1R-4 bears N 82° 13' 52" E a distance of 10.00 feet;

THENCE, with said common line, **S 82° 13' 52" W** a distance of **100.80 feet** to the **POINT OF BEGINNING** hereof and containing **0.034 acre (1,488 sq. ft.)**, more or less.

Surveyed on the ground May 2024 under my supervision. See exhibit prepared May 2024 revised July 2024 for other information. The bearing basis for this survey is NAD83 (Texas State Plane Central Zone Grid North) based on the published coordinates of the City of College Station control monument CS94-130 (N:10200590.80, E:3569863.02) and as established by GPS observation. Distances shown herein are surface distances. To determine grid distances multiply by a combined scale factor of 0.999898305 (calculated using Geoid12B). Reference drawing: 24-601-S Esmt.dwg.



7/18/24

Michael Konetski

Registered Professional Land Surveyor No. 6531

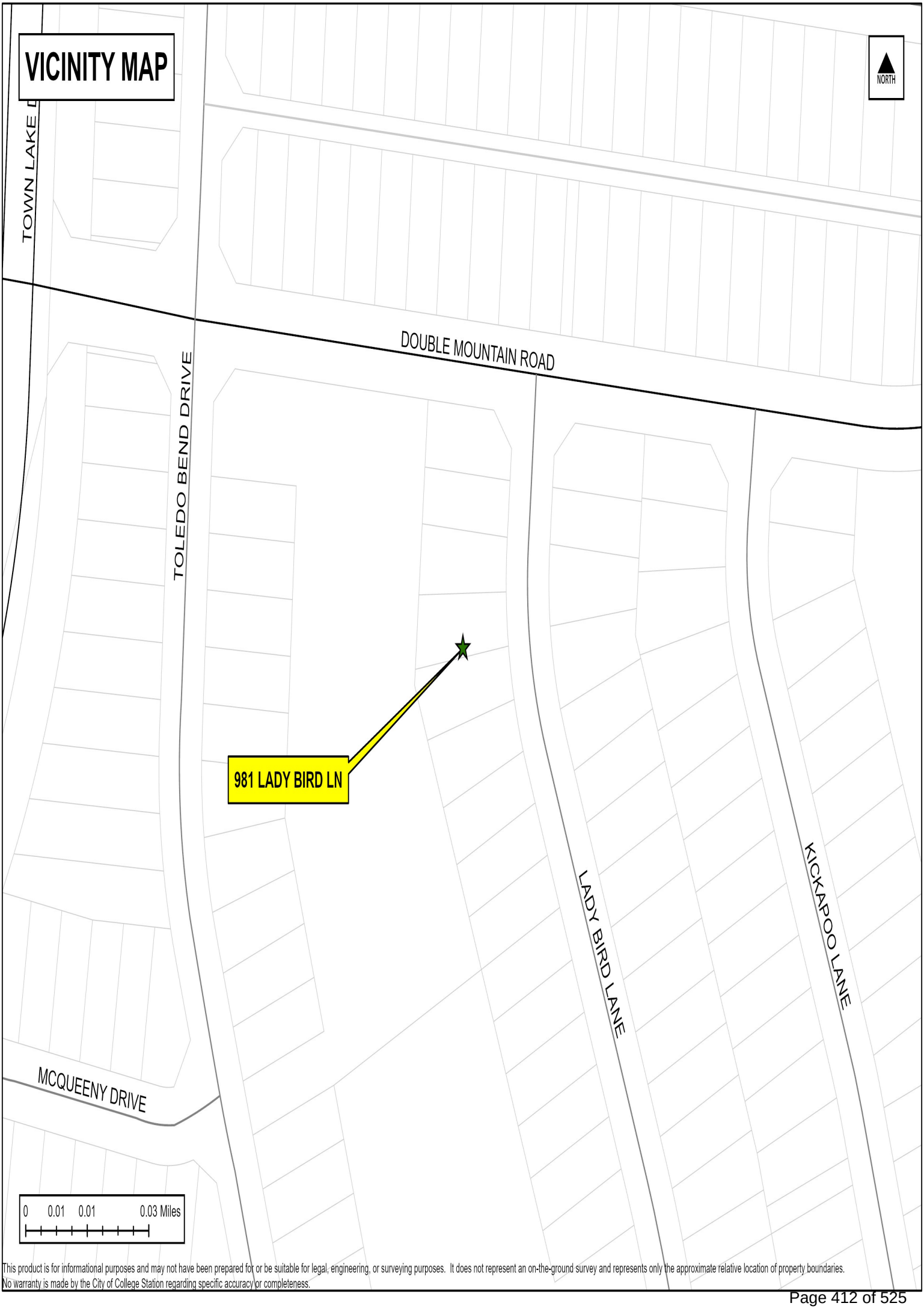
Revised 7-18-2024 to add missing corner reference bearing and distance.

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



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FOR OFFICE USE ONLY	
CASE NO.:	
DATE SUBMITTED:	
TIME:	
STAFF:	

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☒ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☒ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

981 Lady Bird Lane, College Station, TX - MIDTOWN RESERVE PH 106, BLOCK 7, LOT COMMON AREA 32

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name *College Station Downtown Residential, LLC* E-mail *wsphillips3@gmail.com*

Street Address *1140 Midtown Drive*

City *College Station* State *TX* Zip Code *77845*

Phone Number *(979) 690-7250* Fax Number

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name *College Station Downtown Residential, LLC* E-mail *wsphillips3@gmail.com*

Street Address: *1140 Midtown Drive*

City *College Station* State *TX* Zip Code *77845*

Phone Number *(979) 690-7250* Fax Number

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Wallace Phillips III manager — Signature and title

June 10-24 — Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name Continental Homes of Texas LP E-mail _____

Street Address 3515 SW H K Dodgen Loop

City Temple State Texas Zip Code 76502

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

This property has easements along the adjacent roadway and the rear of the lot.

8. That there is no current public need or use for the easement or right-of-way because:

The easement wasn't needed in this location.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

This easement won't be necessary with the replatting of the lot.

10. That all public utilities have access to serve current and future customers because:

Existing public utilities are in place to serve these adjacent lots and no future utilities are needed.

11. Such public right-of-way/easement has been and is being used as follows:

The existing easement is vacant.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Wallace Phillips III — Signature and title

7-17-24 — Date

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 17 day of July, 2024 by Wallace Phillips III.

PAULA BLAKE
My Notary ID # 2865126
Expires May 26, 2028

Paula Blake
Notary Public in and for
the State of Texas

Location: _____

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.

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

PORTION OF A 15' WIDE PUBLIC UTILITY EASEMENT

THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT NO. 9

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 0.034 ACRE PORTION OF 15' WIDE PUBLIC UTILITY EASEMENT IN THE THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT NO. 9, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A 15' WIDE PUBLIC UTILITY EASEMENT OVER, ACROSS, AND UPON LOT 1R-4, BLOCK 7, DEPICTED ON THE PLAT OF MIDTOWN RESERVE SUBDIVISION PHASE 106 FILED IN VOLUME 19243, PAGE 165 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the north line of Lot 1, Block 7 of said Phase 106 and on the south line of said Lot 1R-4, Block 7 from which a 1/2 inch iron rod found marking the west common corner of said Lot 1 and Lot 1R-4 bears S 82° 13' 52" W a distance of 10.25 feet; also from said Point of Beginning the City of College Station GPS monument CS94-130 bears N 73° 25' 51" W a distance of 6,456.60 feet;

THENCE, over, across, and upon said Lot 1R-4, Block 7 for the following three (3) courses and distances:

1) **N 04° 58' 37" E** a distance of **15.38 feet** to a point in said lot being an interior corner of said public utility easement;
2) **N 82° 13' 52" E** with a north line of said public utility easement, **97.74 feet** to an interior corner of said public utility easement;
3) With a non-tangent curve to the left, having a **radius of 337.50 feet, an arc length of 15.00 feet, a delta angle of 02° 32' 50", and a chord which bears S 06° 29' 43" E a distance of 15.00 feet** to a point on said common line from which a 1/2 inch iron rod found on the west right-of-way of Lady Bird Lane (55 foot right-of-way, 17906/123 OPRBCT) marking the east common corner of said Lot 1 and 1R-4 bears N 82° 13' 52" E a distance of 10.00 feet;

THENCE, with said common line, **S 82° 13' 52" W** a distance of **100.80 feet** to the **POINT OF BEGINNING** hereof and containing **0.034 acre (1,488 sq. ft.)**, more or less.

Surveyed on the ground May 2024 under my supervision. See exhibit prepared May 2024 revised July 2024 for other information. The bearing basis for this survey is NAD83 (Texas State Plane Central Zone Grid North) based on the published coordinates of the City of College Station control monument CS94-130 (N:10200590.80, E:3569863.02) and as established by GPS observation. Distances shown herein are surface distances. To determine grid distances multiply by a combined scale factor of 0.999898305 (calculated using Geoid12B). Reference drawing: 24-601-S Esmt.dwg.



7/18/24

Michael Konetski

Registered Professional Land Surveyor No. 6531

Revised 7-18-2024 to add missing corner reference bearing and distance.

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Location: _____

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.

GENERAL NOTES

BEARING SYSTEM SHOWN HEREIN IS NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-130 (N:10200590.80, E:3569863.02) AND AS ESTABLISHED BY GPS OBSERVATION. DISTANCES SHOWN HEREIN ARE SURFACE DISTANCES. TO DETERMINE GRID DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 0.999898305 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS SURVEY REFLECTS THE PORTION OF EASEMENT ONLY. ADDITIONAL IMPROVEMENTS MAY EXIST AND WERE NOT LOCATED AT THE TIME OF THIS SURVEY.

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

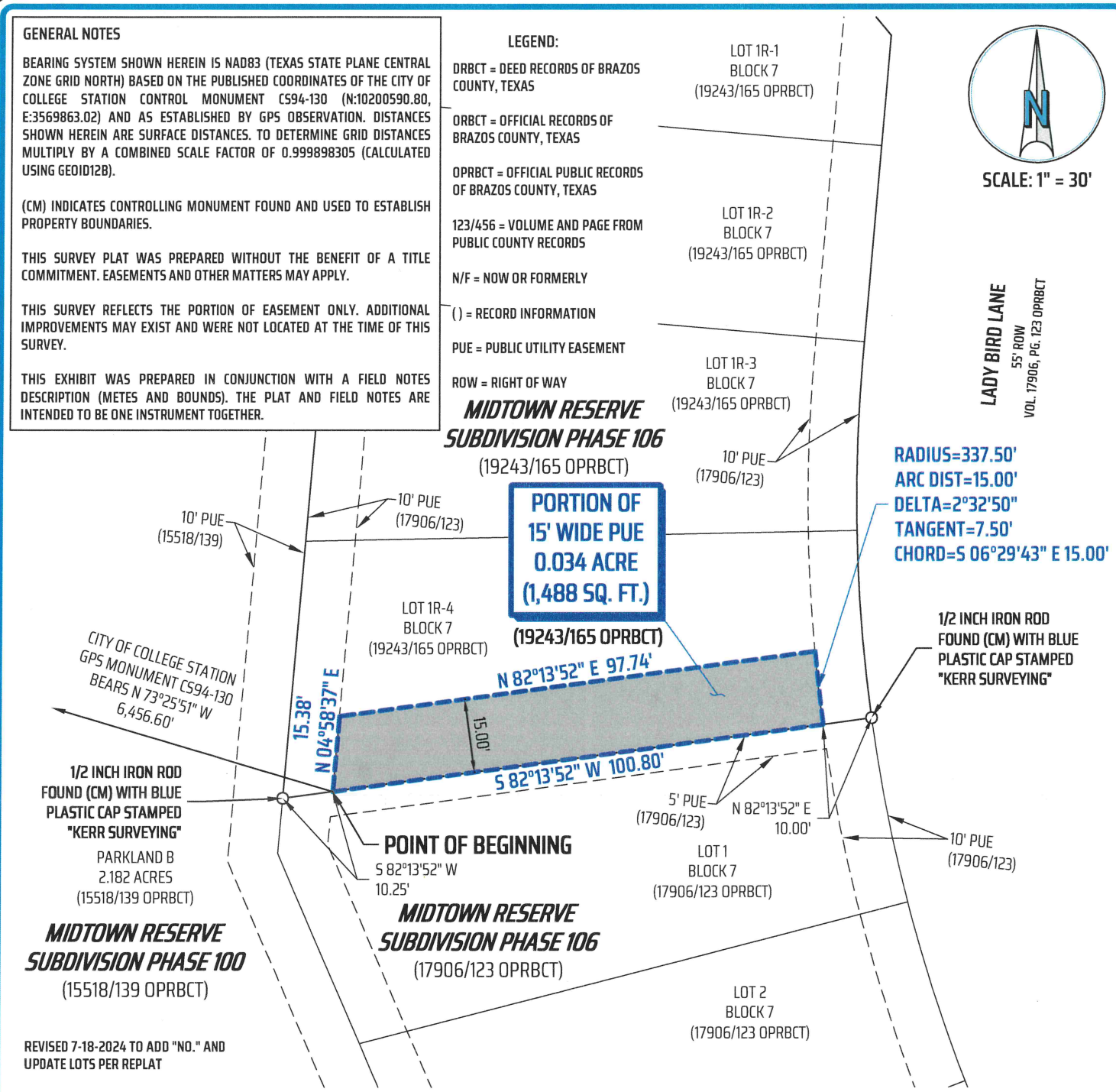
123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

PUE = PUBLIC UTILITY EASEMENT

ROW = RIGHT OF WAY



REVISED 7-18-2024 TO ADD "NO." AND UPDATE LOTS PER REPLAT

SURVEY EXHIBIT
OF A
PORTION OF A 15' WIDE PUBLIC UTILITY EASEMENT
0.034 ACRE (1,488 SQ. FT.)
OVER, ACROSS, AND UPON LOT 1R-4, BLOCK 7
MIDTOWN RESERVE SUBDIVISION PHASE 106
VOLUME 19243, PAGE 165 OPRBCT
THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT NO. 9
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 30 FEET
SURVEY DATE: 05-09-2024 | PLAT DATE: 05-29-2024
JOB NUMBER: 24-601 | CAD NAME: 24-601-S Esmt
POINT FILE: BIRDEST-GRID (cont); 24-003 (job)
DRAWN BY: TJF CHECKED BY: MK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

MICHAEL KONETSKI
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6531

STATE OF TEXAS
REGISTERED
MICHAEL KONETSKI
6531
PROFESSIONAL
LAND SURVEYOR

7/18/24

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Engineer 3

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *981 Lady Bird Lane*

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

Frontier
~~VERIZON~~ TELEPHONE COMPANY

By: Michael R. Zwernemann

Title: OSP Engineer

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *981 Lady Bird Lane*

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 (Optimum)

By: Dan [illegible]

Title: Supervisor Ops - Construction

4.10.2024

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 Burkhalter

Title: Engineering Design Manager

Application for Abandonment of a Public Right-of-Way / Easement

Location: 981 Lady Bird Lane, College Station TX 77845

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

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: ABAN2024-000003

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 Timothy Ray Crabb, P.E. 8/8/2024

Electric 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: 981 Lady Bird Lane

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: Shelbi Bakkila, Assistant Secretary

ADDRESS: Property Address: 975 Lady Bird Lane, College Station, TX 77845

Owner: CONTINENTAL HOMES OF TEXAS LP

Owner Address: 3515 SW H K DODGEN LOOP, TEMPLE, TX 76502

NAME:

ADDRESS:

NAME:

ADDRESS:

NAME:

ADDRESS:

UNIVERSITY TITLE COMPANY

TITLE REPORT

GF No.: 2404155CS
Certification Date: May 21, 2024

Property Description:

BEING ALL THAT CERTAIN 0.034 ACRE PORTION OF 15' WIDE PUBLIC UTILITY EASEMENT IN THE THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A 15' WIDE PUBLIC UTILITY EASEMENT OVER, ACROSS, AND UPON COMMON AREA 32, BLOCK 7, DEPICTED ON THE PLAT OF MIDTOWN RESERVE SUBDIVISION PHASE 106 FILED IN VOLUME 17906, PAGE 123 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the north line of Lot 1, Block 7 of said Phase 106 and on the south line of said Common Area 32 from which a 1/2 inch iron rod found marking the west common corner of said Lot 1 and Common Area 32 bears S 82° 13' 52" W a distance of 10.25 feet; also from said Point of Beginning the City of College Station GPS monument CS94-130 bears N 73° 25' 51" W a distance of 6,456.60 feet;

THENCE, over, across, and upon said Common Area 32 for the following three (3) courses and distances:

1) **N 04° 58' 37" E** a distance of **15.38 feet** to a point in said Common Area 32 being an interior corner of said public utility easement;
2) **N 82° 13' 52" E** with a north line of said public utility easement, **97.74 feet** to an interior corner of said public utility easement;
3) With a non-tangent curve to the left, having a **radius of 337.50 feet, an arc length of 15.00 feet, a delta angle of 02° 32' 50", and a chord which bears S 06° 29' 43" E a distance of 15.00 feet** to a point on said common line from which a 1/2 inch iron rod found on the west right-of-way of Lady Bird Lane (55 foot right-of-way, 17906/123 OPRBCT) marking the east common corner of said Lot 1 and Common Area 32;

THENCE, with said common line, **S 82° 13' 52" W** a distance of **100.80 feet** to the POINT OF BEGINNING hereof and containing 0.034 acre (~1,488 sq. ft.), more or less.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

Title Vested In:

College Station Downtown Residential, LLC, a Texas limited liability company

Vesting Deed to owners shown herein was dated December 15, 2017 and recorded in Volume 14405, Page 186, Official Records, Brazos County, Texas.

Subject to:

Working Capital Assessment:
By: Midtown Reserve Homeowners Association, Inc.
To: Lot owners
Recorded: Volume 18921, Page 77, Official Records, Brazos County, Texas.
(Not applicable in transactions of Developer to Builder)

Deed of Trust to secure a Note:

Grantor: College Station Downtown Residential, LLC
Trustee: Timothy C. Taylor, Sr.
Beneficiary: Continental Homes of Texas, L.P.
Amount: $1,520,000.00
Dated: August 12, 2019
Recorded: Volume 15525, Page 275, Official Records, Brazos County, Texas.

Memorandum of Option Agreement by and between:
Parties: College Station Downtown Residential, LLC and DM-CSDR, Inc.
Dated: December 15, 2017
Recorded: Volume 14405, Page 281, Official Records, Brazos County, Texas.

The subject property appears to lie within the Brazos County Rock Prairie Management District No. 2. The Texas Water Code, Section 50.301, Subchapter I, V.T.C.A., requires any person who sells or conveys real property located within such a district to give the purchaser written notice of the location of the property within said district. Said notice must also contain the most recent rate of taxes levied by the district on the subject property. Said notice to be recorded in the Official Records, Brazos County, Texas.

We will require a Tax Certificate for Brazos County Rock Prairie Management District No. 2 be provided, showing all taxes paid current, prior to any title policies. (If this transaction is not closing in our office, please let us know if we need to order the tax certificate.)

Restrictions:

Volume 17906 Page 123 (on plat); Volume 14405, Page 154; Volume 15471, Page 24; Volume 15480, Page 15; Volume 15649, Page 94; Volume 15942, Page 183, Volume 16729, Page 112; Volume 17929, Page 141; Volume 18921, Pages 77, 214, 262 and 291; Volume 18922, Page 7; Volume 18946, Page 231 and Volume 19198, Page 15, Official Records, Brazos County, Texas.

Exceptions:

Easements and Building Lines as set out on plat recorded in Volume 17903, Page 123, Official Records, Brazos County, Texas.

Easements and Building Lines as set out in restrictions recorded in Volume 14405, Page 154 and Volume 15471, Page 24, Official Records, Brazos County, Texas.

Maintenance Charges and the Lien securing the payment of same, as set out in restrictions recorded in Volume 14405, Page 154; Volume 15471, Page 24 and Volume 18921, Page 77 of the Official Records of Brazos County, Texas.

Covenants, conditions and restrictions and other instruments recorded in Volume 18921, Page 77, Official Records, Brazos County, Texas, and purporting to impose a Working Capital Assessment, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.

Terms, Conditions, and Stipulations in the Certificate for Order Excluding Land From Rock Prairie Management District No. 2; Redefining the boundaries of the District and containing other provisions relating to the subject - Rock Prairie Management District No. 2:
Dated: August 18, 2015
Recorded: Volume 12896, Page 154, Official Records, Brazos County, Texas;

District Information Form:
Dated: November 13, 2015
Recorded: Volume 13046, Page 10, Official Records, Brazos County, Texas;

Amendment to District Information Form:
Dated: February 15, 2018
Recorded: Volume 14508, Page 28, Official Records, Brazos County, Texas;

Amendment to District Information Form:
Dated: January 17, 2019
=Recorded: Volume 15109, Page 229, Official Records, Brazos County, Texas;

Amendment to District Information Form:
Dated: September 12, 2019
Recorded: Volume 15636, Page 85, Official Records, Brazos County, Texas;

Amendment to District Information Form:
Dated: September 10, 2020
Recorded: Volume 16383, Page 268, Official Records, Brazos County, Texas;

Amendment to District Information Form:
Dated: April 13, 2021

Recorded: Volume 17072, Page 183, Official Records, Brazos County, Texas;

Amendment to District Information Form:
Dated: April 13, 2021
Recorded: Volume 17085, Page 166, Official Records, Brazos County, Texas;

Petition for Addition of Certain Land:
Dated: January 12, 2021
Recorded: Volume 17097, Page 136, Official Records, Brazos County, Texas;

First Amended and Restated District Information Form:
Dated: June 10, 2021
Recorded: Volume 17097, Page 154, Official Records, Brazos County, Texas;

Amendment to the First Amended and Restated District Information Form:
Dated: October 18, 2021
Recorded: Volume 17449, Page 53, Official Records, Brazos County, Texas;

Amendment to the First Amended and Restated District Information Form:
Dated: September 8, 2022
Recorded: Volume 18219, Page 240, Official Records, Brazos County, Texas;

Amendment to the First Amended and Restated District Information Form:
Dated: October 14, 2022
Recorded: Volume 18290, Page 126, Official Records, Brazos County, Texas;

Amendment to the First Amended and Restated District Information Form:
Dated: June 7, 2023
Recorded: Volume 18688, Page 108, Official Records, Brazos County, Texas;

Amendment to the First Amended and Restated District Information Form:
Dated: July 13, 2023
Recorded: Volume 18751, Page 107, Official Records, Brazos County, Texas;

Amendment to the First Amended and Restated District Information Form:
Dated: October 12, 2023
Recorded: Volume 18892, Page 170, Official Records, Brazos County, Texas.

Amendment to the First Amended and Restated District Information Form:
Dated: May 16, 2024
Recorded: Volume 19212, Page 283, Official Records, Brazos County, Texas.

Notice to Purchasers:
By: College Station Land Investment, LP
Dated: December 15, 2017
Recorded: Volume 14405, Page 287, Official Records, Brazos County, Texas.

Terms, Conditions, and Stipulations in the Waiver Agreement by and between:
Parties: College Station Downtown Residential, LLC and Rock Prairie Management District No. 2
Dated: May 10, 2018
Recorded: Volume 14690, Page 155, Official Records, Brazos County, Texas.

Reservation of all income, royalty and benefits payable to Grantor and attributable to any agreement pertaining to salt water disposal operations on the
Property, including but not limited to that certain Surface Use Agreement by Salt Water Disposal Operations dated effective January 30, 2013 in Deed:
By: College Station Land Investment, LP
To: College Station Downtown Residential, LLC
Dated: December 15, 2017
Recorded: Volume 14405, Page 186, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

CLICK HERE FOR DOCUMENTS

Upon examination of the public records Brazos County, Texas, we find no exception to title of the subject property other than those shown above. This Title Report is issued with the express understanding, evidenced by acceptance of same, that the liability of the undersigned is limited to the actual monetary consideration paid for same.

University Title Company



August 22, 2024
Item No. 8.9.
Midtown Phase 601 Right-of-Way Abandonment

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 0.103 acre portion of right-of-way located on the southbound side of Midtown Drive, East of Durham Loop in the Midtown Reserve Subdivision Phase 601, according to the deed recorded in Volume 14147, Page 149, of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary: The right-of-way abandonment is being requested by the applicant as they desire to develop closer to the ROW. The originally dedicated right-of-way is no longer needed for future expansion of Midtown Drive. The 0.103 acre portion of right-of-way is undeveloped and is not connected to any other right-of-way. This portion was also deeded to the City, at no cost, by the developer as part of the City's CIP project that built Midtown Drive through this area.

Budget & Financial Summary: N/A

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

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.103 ACRE PORTION OF THE RIGHT OF WAY FOR MIDTOWN DRIVE, BEING A PORTION OF A CALLED .730 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF COLLEGE STATION, TEXAS, ACCORDING TO THE DEED RECORDED IN VOLUME 14147, PAGE 149, OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.103 acre portion of the right-of-way for Midtown Drive, being a portion of a called .730 acre tract of land described in a deed to the City of College Station, Texas recorded in Volume 14147, Page 149, of the Official Public Records of Brazos County, Texas, as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Right-of-Way"); and

WHEREAS, in order for the Right-of-Way 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 Right-of-Way described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Right-of-Way will not result in property that does not have access to public roadways or utilities.

2. Other than as set forth herein, there is no public need or use for the Right-of-Way.

3. Except as provided for in this ordinance, there is no anticipated future public need or use for the Right-of-Way.

4. Abandonment of the Right-of-Way will not impact access for all public utilities to serve current and future customers.

5. Utility infrastructure exists within the Right-of-Way and the City has a continuing need for said public utilities to remain; and said uses are expressly not abandoned herein.

PART 2: That the Right-of-Way as described in **Exhibit "A"** be abandoned and vacated by the City, only upon the following condition:

1. The City shall retain a blanket public utility easement over the entire .103 acre portion described in **Exhibit "A"** that shall survive this abandonment.

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

ATTEST: **APPROVED:**

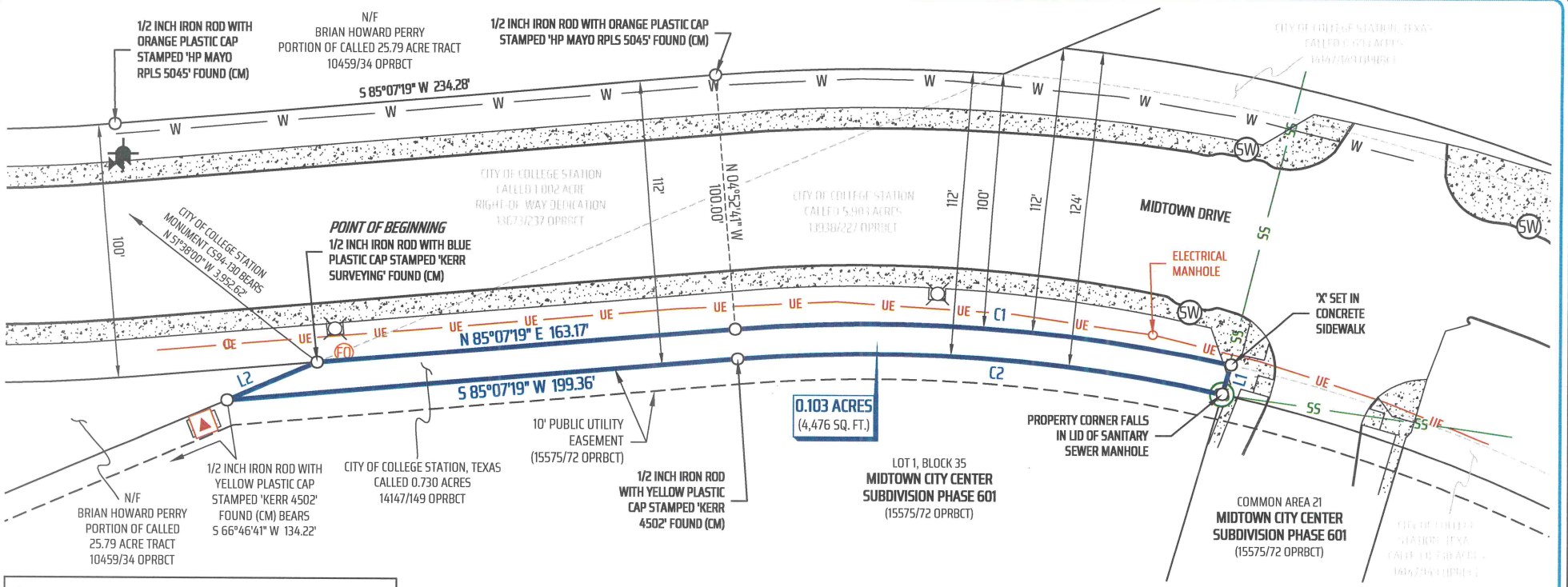
_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney



GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) MULTIPLY BY A COMBINED SCALE FACTOR OF 0.999898305 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

PROPERTY CORNERS ARE 1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED 'KERR SURVEYING' UNLESS OTHERWISE NOTED.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

UNDERGROUND UTILITIES ARE APPROXIMATED BASED ON ABOVE GROUND FEATURES, AVAILABLE MAPS AND MARKINGS BY UTILITY PROVIDERS. ADDITIONAL UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

LEGEND:

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

APPROXIMATE LOCATION OF SANITARY SEWER LINE

SS

APPROXIMATE LOCATION OF WATER LINE

W

APPROXIMATE LOCATION OF BURIED ELECTRICAL LINE

UE

- WATER VALVE
- WATER METER
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- LIGHT POLE/STANDARD
- TRANSFORMER
- FIBER OPTIC MARKER

CONCRETE

N

SCALE: 1" = 60'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	625.00'	193.90'	17°46'32"	S 85°59'25" E	193.13'
C2	613.00'	189.48'	17°42'36"	N 86°01'23" W	188.72'

LINE	BEARING	DISTANCE
L1	S 16°14'39" W	12.02'
L2	N 66°46'41" E	38.13'

SURVEYOR'S CERTIFICATE:

I, NATHAN PAUL KERR, R.P.L.S. NO. 6834, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS
REGISTERED
NATHAN PAUL KERR
6834
PROFESSIONAL
LAND SURVEYOR

NATHAN PAUL KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6834

3/22/2023

TSPS STANDARD LAND SURVEY PLAT
OF A
0.103 ACRE TRACT
OUT OF A CALLED 0.730 ACRE TRACT
RECORDED IN VOLUME 14147, PAGE 149 OPRBCT
THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 60 FEET
SURVEY DATE: 03-21-2023 | PLAT DATE: 03-22-2023
JOB NUMBER: 23-071 | CAD NAME: 23-071-ROW
POINT FILE: BIRDEST-GRID (cont); 23-071A (job)
DRAWN BY: WJB CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

Exhibit "A"

FIELD NOTES DESCRIPTION

OF A

0.103 ACRE TRACT

THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 0.103 ACRES IN THE THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 0.730 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF COLLEGE STATION, TEXAS RECORDED IN VOLUME 14147, PAGE 149 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.103 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with blue plastic cap stamped 'KERR SURVEYING' found on the south line of Midtown Drive (right-of-way width varies, 13673/237, 13938/227 & 14147/149 OPRBCT), at the northwest corner of said 0.730 acre tract, same being the southwest corner of a called 5.903 acre tract of land described in a deed to the City of College Station recorded in Volume 13938, Page 227 (OPRBCT) and the southeast corner of a called 1.002 acre right-of-way tract described in a dedication deed to the City of College Station recorded in Volume 13673, Page 237 (OPRBCT), from which the City of College Station monument CS94-130 bears N 51° 38' 00" W, a distance of 3,952.62 feet;

THENCE, with the common line of said 0.730 acre tract and said 5.903 acre tract, **N 85° 07' 19" E**, for a distance of **163.17 feet** to a 1/2 inch iron rod set (all 1/2 inch iron rods set with a blue plastic cap stamped "KERR SURVEYING") for a point of curvature, from which a 1/2 inch iron rod with orange plastic cap stamped 'HP MAYO RPLS 5045' found on the north line of said 1.002 acre right-of-way tract bears N 04° 52' 41" W, a distance of 100.00 feet and from said iron rod found another 1/2 inch iron rod with orange plastic cap stamped 'HP MAYO RPLS 5045' found in said north line bears S 85° 07' 19" W, a distance of 234.28 feet;

THENCE, continuing with said common line, with a curve to the right, having a radius of **625.00 feet**, an arc length of **193.90 feet**, a delta angle of **17° 46' 32"**, and a chord which bears **S 85° 59' 25" E**, a distance of **193.13 feet** to an 'X' set ion concrete for the northeast corner hereof;

THENCE, severing said 0.730 acre tract, **S 16° 14' 39" W**, for a distance of **12.02 feet** to a point in a sanitary sewer manhole lid on the south line of said 0.730 acre tract, at the north common corner of Lot 1, Block 3 and Common Area 21 of Midtown City Center Subdivision Phase 601 filed in Volume 15575, Page 72 (OPRBCT) and the southeast corner hereof;

THENCE, with the common line of said 0.730 acre tract and said Lot 1, with a curve to the left, having a radius of **613.00 feet**, an arc length of **189.48 feet**, a delta angle of **17° 42' 36"**, and a chord which bears **N 86° 01' 23" W**, a distance of **188.72 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at the end of said curve;

THENCE, continuing with said common line, **S 85° 07' 19" W**, for a distance of **199.36 feet** to a 1/2 inch iron rod set in the southeast line of a portion of the remainder of a called 25.79 acre tract of land described in a deed to Brian Howard Perry recorded in Volume 10459, Page 34 (OPRBCT), at the southwest corner of said 0.730 acre tract and the northwest corner of said Lot 1, from which a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at the southwest corner of said Lot 1 bears S 66° 46' 41" W, a distance of 134.22 feet;

THENCE, with the common line of said 0.730 acre tract and said Perry tract, **N 66° 46' 41" E,** for a distance of **38.13 feet** to the **POINT OF BEGINNING** hereof and containing **0.103 acres**, more or less.

Surveyed on the ground March 2023 under my supervision. See plat prepared March 2023 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) multiply by a combined scale factor of 0.999898305 (calculated using GEOID12B). Reference drawing: 23-071-ROW.

3/22/23

Nathan Paul Kerr

Registered Professional Land Surveyor No. 6834

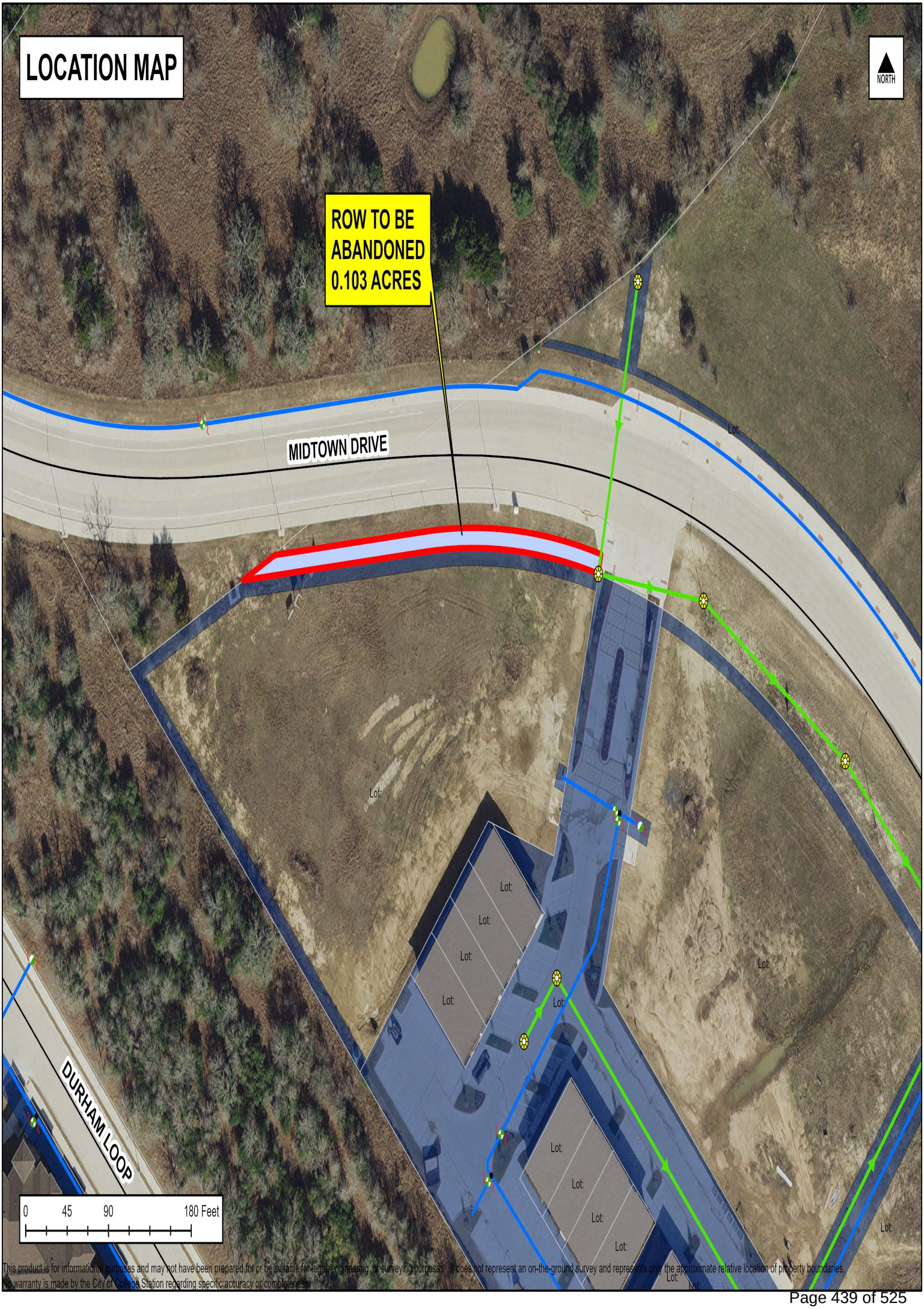
STATE OF TEXAS
REGISTERED
NATHAN PAUL KERR
6834
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LAND SURVEYOR

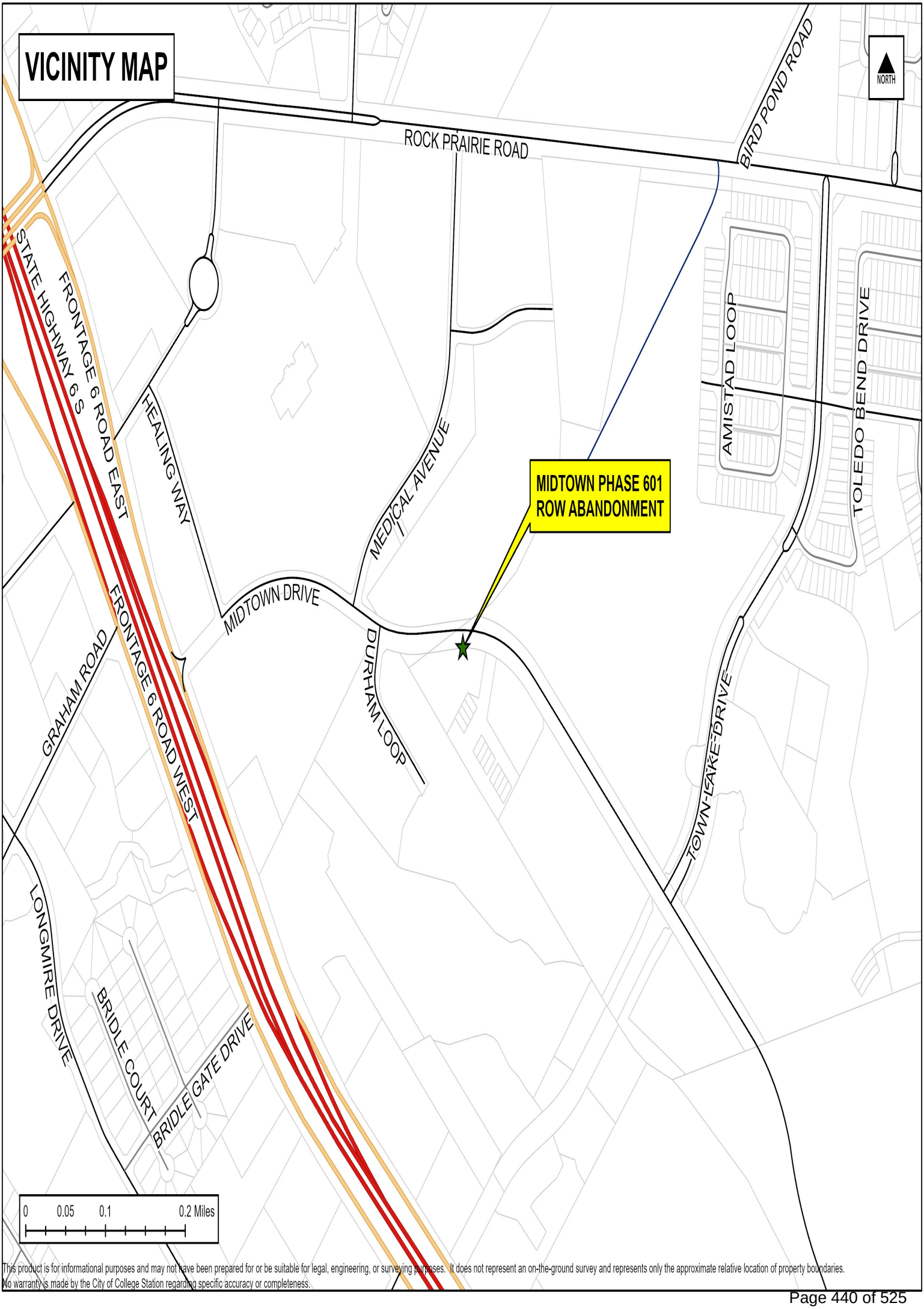
KERR SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500


LOCATION MAP
NORTH
ROW TO BE ABANDONED 0.103 ACRES
MIDTOWN DRIVE
DURHAM LOOP
Lot:
0 45 90 180 Feet
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



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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)**
- [X] 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.
- [X] All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- [X] 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.
- [X] For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- [N/A] 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):

Midtown Drive near 1122 Midtown Drive

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name James Murr E-mail james@impactcos.com

Street Address 4121 SH 6 SOUTH, SUITE 200

City COLLEGE STATION State TX Zip Code 77845-8682

Phone Number 979-985-5610 Fax Number

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name 4121 MIDTOWN OFFICE PARK, LLC E-mail james@impactcos.com

Street Address: 4121 SH 6 S

City COLLEGE STATION State TX Zip Code 77845-8682

Phone Number 979-985-5610 Fax Number

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

President

Signature and title

6-15-23

Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name NONE 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:

The adjacent lot has access and will continue to have access to Midtown Drive and the existing utilities are in place.

8. That there is no current public need or use for the easement or right-of-way because:

The Midtown Drive pavement and sidewalk are existing and this area was not needed for construction of the street.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The section of Midtown Drive to the west is constructed in a 100' wide right-of-way and with this abandonment, the right-of-way will match that section.

10. That all public utilities have access to serve current and future customers because:

All public utilities are in place.

11. Such public right-of-way/easement has been and is being used as follows:

This portion of the right-of-way is vacant and not being used for the street or sidewalk.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

President
Signature and title

6-15-23
Date

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 16th day of June, 2023 by James Murr.

CYNTHIA ANN ROBINSON
Notary Public, State of Texas
Comm. Expires 01-03-2024
Notary ID 132299038

Cynthia Ann Robinson
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

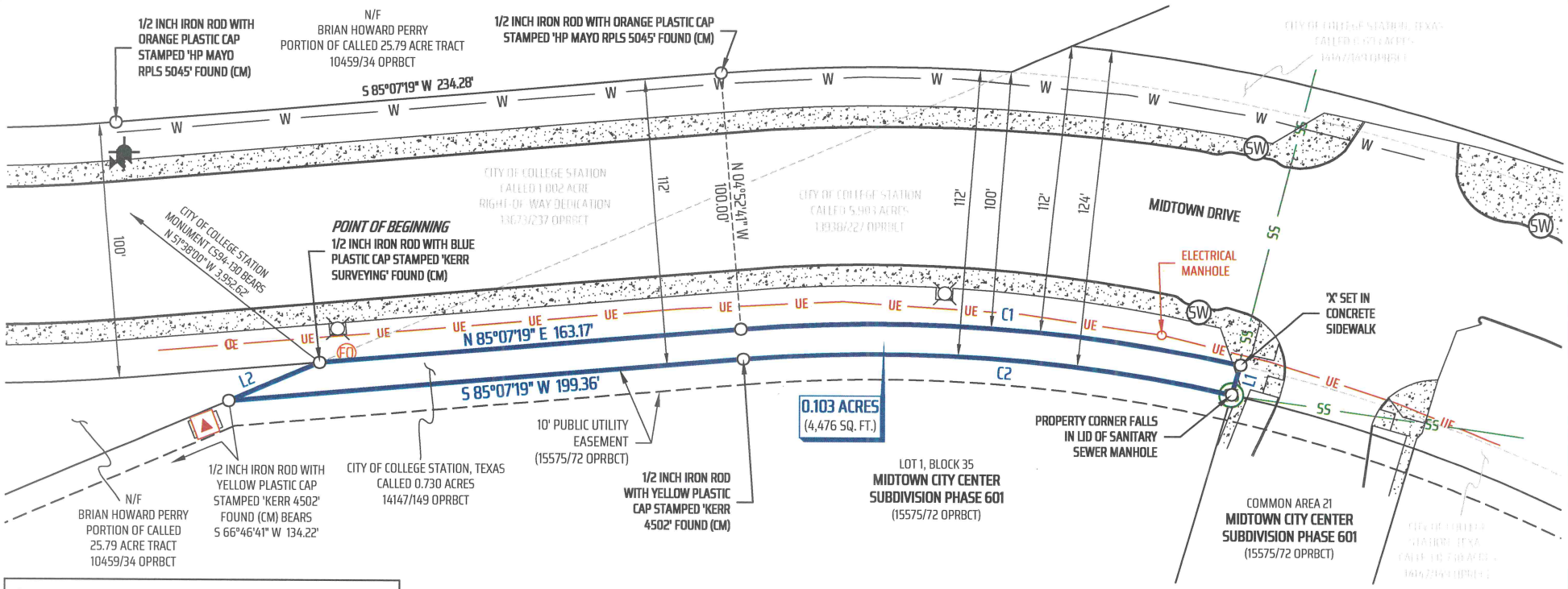
Location: Midtown Drive

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Midtown City Center Subdivision Phase 601

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.



GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) MULTIPLY BY A COMBINED SCALE FACTOR OF 0.999898305 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

PROPERTY CORNERS ARE 1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED 'KERR SURVEYING' UNLESS OTHERWISE NOTED.

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123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

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SS

APPROXIMATE LOCATION OF WATER LINE

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APPROXIMATE LOCATION OF BURIED ELECTRICAL LINE

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- FIBER OPTIC MARKER

CONCRETE

N

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STATE OF TEXAS
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NATHAN PAUL KERR
6834
PROFESSIONAL
LAND SURVEYOR

NATHAN PAUL KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6834

3/22/2023

TSPS STANDARD LAND SURVEY PLAT
OF A
0.103 ACRE TRACT
OUT OF A CALLED 0.730 ACRE TRACT
RECORDED IN VOLUME 14147, PAGE 149 OPRBCT
THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 60 FEET
SURVEY DATE: 03-21-2023 | PLAT DATE: 03-22-2023
JOB NUMBER: 23-071 | CAD NAME: 23-071-ROW
POINT FILE: BIRDEST-GRID (cont); 23-071A (job)
DRAWN BY: WJB CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

FIELD NOTES DESCRIPTION

OF A

0.103 ACRE TRACT

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COLLEGE STATION, BRAZOS COUNTY, TEXAS

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BEGINNING at a 1/2 inch iron rod with blue plastic cap stamped 'KERR SURVEYING' found on the south line of Midtown Drive (right-of-way width varies, 13673/237, 13938/227 & 14147/149 OPRBCT), at the northwest corner of said 0.730 acre tract, same being the southwest corner of a called 5.903 acre tract of land described in a deed to the City of College Station recorded in Volume 13938, Page 227 (OPRBCT) and the southeast corner of a called 1.002 acre right-of-way tract described in a dedication deed to the City of College Station recorded in Volume 13673, Page 237 (OPRBCT), from which the City of College Station monument CS94-130 bears N 51° 38' 00" W, a distance of 3,952.62 feet;

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THENCE, continuing with said common line, with a curve to the right, having a radius of **625.00 feet**, an arc length of **193.90 feet**, a delta angle of **17° 46' 32"**, and a chord which bears **S 85° 59' 25" E**, a distance of **193.13 feet** to an 'X' set ion concrete for the northeast corner hereof;

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THENCE, with the common line of said 0.730 acre tract and said Lot 1, with a curve to the left, having a radius of **613.00 feet**, an arc length of **189.48 feet**, a delta angle of **17° 42' 36"**, and a chord which bears **N 86° 01' 23" W**, a distance of **188.72 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at the end of said curve;

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THENCE, with the common line of said 0.730 acre tract and said Perry tract, **N 66° 46' 41" E,** for a distance of **38.13 feet** to the **POINT OF BEGINNING** hereof and containing **0.103 acres**, more or less.

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3/22/23

Nathan Paul Kerr

Registered Professional Land Surveyor No. 6834

STATE OF TEXAS
REGISTERED
NATHAN PAUL KERR
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KERR SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Location: Midtown Drive

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.

Doc 01293104 Bk OR 13938 Vol Pg 234

EXHIBIT A

Proposed Right-of-Way Parcel
for Lakeway Drive
College Station Land Investment, LP Tract
Thomas Caruthers league A-9
College Station, Texas

JOE ORR

Brian Howard Perry
(rem. of) 25.79 acres
Vol. 10459, Pg. 34

Powerline Easement
vol. 2449 pg. 21
(City of Bryan)

Note: As depicted on the current FIRM, approximately 0.3 ac. of this 5.903 ac. R.O.W. Parcel lies within the 1% Flood Hazard Boundary.

Proposed Right-of-Way
Parcel – 5.903 acres

College Station Land
Investment, LP
(rem. of) 231.97 acres
Vol. 10600, Pg. 156

Survey Note:
City of CS GPS mon. no. 131
bears S 73°12'46"W-2728.2' from
the Point of Beginning (P.O.B.)

Lakeway Drive
Proposed 100' Right-of-Way

N 47°59'17"W – 1949.78'

Δ= 4°41'10" Rc= 1050.00'
Ch.= S 49°34'47"E-85.85'

S 77°56'03"W-118.22'

P.O.B.

Δ= 0°37'43" Rc= 950.00'
Ch.= N 47°28'25"W-15.95'

100.64'

City of College Station
100.64 acres
Vol. 8927, Pg. 226

30' Pipeline Easement
vol. 1977 pg. 35
(Aquila Southwest)

Note: No evidence that a pipeline was ever installed in this area was found.

Thomas Caruthers
league A - 9

League Line (approximate)

1/2"IR/cap set (Jn 2016)
for corner of 25.79 ac.
0'+- NE of fence corner &
called 231.97 ac. corner

1/2"IR/cap set (Jn 2016)
for corner of 100.64 ac.
1.5'SW of 10"fence post

1% Flood Hazard Boundary
(100 yr. Floodplain)
as depicted on FIRM panel
48041C0310F (Apr. 2, 2014)

Robert Stevenson
league A - 54

M.D. Wheeler, Ltd.
rem. of 71.52 acres
Vol. 3007, Pg. 341

City of College Station
46.60 & 1.99 acres
Vol. 3310, Pg. 321

June 2016

0 100 200 400 Ft

Bearings are Texas State Plane, Central Zone (NAD83(CORS) datum, based on City of CS GPS control measurements no. 131 and no. 136 (S 32°40'54" E).

"IR/cap set" denotes a 1/2" rod with a cap marked "H.P. WHD RPLS 5045"

Some existing easements on the adjacent properties are not shown.

See separate metes and bounds description prepared with this plot.

Existing Easement Notes:
1. University Title Co. Title Report GF no. 1827781 dated June 28, 2016, was relied upon for existing easement research, for this survey.
2. There are no known utility lines within the proposed R.O.W. Parcel tract.
3. The following easements cover(ed) utility lines presently or formerly located in portions of this property outside of the limits of this plat and do not appear to affect this R.O.W. parcel:
City of Bryan easement – vol. 56, pg. 382
Producer's Gas easement – vol. 317, pg. 311
Producer's Gas easement – vol. 317, pg. 313
Producer's Gas easement – vol. 334, pg. 119
Ferguson Burleson Gas eas't – vol. 2005, pg. 84
Aquila Southwest easement – vol. 1977, pg. 34
(released by ETC Texas – vol. 3012, pg. 280)

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Midtown Drive

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Engineer

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Midtown Drive

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: Engineering Supervisor

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Location: Midtown Drive

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: Dan Angelbeck

Title: Supervision - Ops - Construction 4.24.23

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Location: Midtown Drive

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: Greg Burkhalter

Title: Engineering Design Manager

Application for Abandonment of a Public Right-of-Way / Easement

Location: Midtown Drive

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

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: ABAN2023-000008

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 Timothy Ray Crabb, P.E. 8/6/2024

Electric 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: Midtown Drive

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: 4121 Midtown Office Park, LLC

ADDRESS: 4121 SH 6 S
Suite 200
College Station, Texas 77845-8682

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

August 22, 2024
Item No. 8.10.
Bachmann Construction Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with C. A. Walker Construction, in the amount of $6,037,073 for the construction of two new restroom and concession buildings at Bachmann Park, plus the City's contingency in the amount of $750,000 for a total appropriation of $6,787,073. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval and award of the construction contract with C.A. Walker Construction.

Summary:
The proposed construction project includes the demolition and reconstruction of the restroom and concession buildings located near the Little League and Senior League fields. This project is part of the approved 2022 Bond Program.

The first building is located within the four (4) Little League fields. The new facility will include a new concession area, an increase in the number of restroom stalls, a dedicated family restroom, storage rooms, drinking fountains and an official's room. In addition to the new building, users will also see new bleachers, covered seating, and new dugouts.

The second building, located near the Senior League baseball fields and soccer fields, will include the same features as the new Little League building: a concession area, larger restrooms, storage rooms and drinking fountains. The area around the baseball fields will also receive new bleachers and added shade.

This project was procured via competitive sealed proposals (CSP). 6 proposals were received. Following staff evaluation, C.A. Walker Construction was selected as the best value to the City.

Budget & Financial Summary:
Budget in the amount of $7,000,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of $696,150 has been expended or committed to date, leaving a balance of $6,303,850 for this contract and future costs. Funding for this project was approved via the City of College Station's November 2022 General Obligation Bond Election.

The additional contingency requested to arrive at the total amount of $6,787,073 will require a future Budget Amendment item in FY24. The additional contingency costs, if incurred, will be funded by investment earnings in the Parks Capital Improvement Projects Fund.

Attachments:
1. Bachmann RFP-24-071, Preliminary Tab Sheet
2. Bachmann Map
3. Bachmann Park Contract

PRELIMINARY TABULATION

RFP NO. 24-071 Bachmann Park Concessions Renovations 8/5/2024

FIRM	BASE PROPOSAL	NUMBER OF CALENDAR DAYS	ALTERNATE ONE	Total Sum	BOND	Addenda	Certification
Aggieland Construction	$ 7,016,000.00	365	$ 20,000.00	$ 7,036,000.00	Y	Y	Y
C.A. Walker Construction	$ 6,037,073.00	365	$ 12,000.00	$ 6,049,073.00	Y	Y	Y
Crain Group	$ 6,678,000.00	300	$ 6,000.00	$ 6,684,000.00	Y	Y	Y
Dudley Construction	$ 6,609,000.00	365	$ 5,000.00	$ 6,614,000.00	Y	Y	Y
Marek Brothers	$ 6,595,000.00	365	$ 5,000.00	$ 6,600,000.00	Y	Y	Y
Vaughn Construction	$ 8,305,850.00	350	0.00	$ 8,305,850.00	Y	Y	Y


Bachmann Park
1600 Rock Prairie
Extents
FM 60
College Station
RIO GRANDE
ROCK PRAIRIE
ARNOLD
SCHAFFER
Project Location
Streets
CITY OF COLLEGE STATION
Home of Texas A&M University®
0 100 200 400 600
Feet
N

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 24300642 PROJECT#: PK2304 BID/RFP/RFQ#: 24-071

Project Name / Contract Description: Bachmann Park Concessions Renovations

Name of Contractor: C.A. Walker Construction

CONTRACT TOTAL VALUE: $ 6,037,073.00 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

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

■ **NEW CONTRACT** ☐ **RENEWAL #** 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)

Award to lowest responsible bidder meeting specifications from RFP (CSP) 24-071.

Funding from account 41389971-6411, project number PK2304.

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 8/22/2024 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain — 8/14/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

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

CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and C.A. Walker Construction (the "Contractor") for the construction and/or installation of the following:
Bachmann Park Concessions Buildings Renovations.

1. DEFINITIONS

1.01 Calendar Day. The term "calendar day" shall mean any day of the week or month, no days being excepted.

1.02 City. The term "City" shall mean and be understood as referring to the City of College Station, Texas.

1.03 City's Consultant. The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

1.04 City's Representative. The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

1.05 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: Seven Hundred Fifty Thousand and No **/100 Dollars ($** 750,000.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Six Million Thirty Seven Thousand Seventy Three and No **/100 Dollars ($** 6,037,073.00).

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

1.08 Contractor. The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

1.09 Contractor's Proposal. The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

1.10 Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing ***prior*** to the work being done by the Contractor.

1.11 Final Completion. The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.12 Hazardous Substance. The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

1.13 Environmental Laws. The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

1.14 Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.15 Nonconforming work. The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

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

1.17 Project. The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

1.18 Project Manager. The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

1.19 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.20 Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.21 Work. The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

1.22 Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01 The Contract Documents and their priority shall be as follows:

- **(a)** This signed Agreement.
- **(b)** Addendum to this Agreement.
- **(c)** General Conditions, as may be applicable.
- **(d)** Special Conditions, as may be applicable.
- **(e)** Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- **(f)** Plans.
- **(g)** Instructions to Bidders and any other notices to Bidders or Contractor.
- **(h)** Performance bond, Payment bonds, Bid bonds and Special bonds.
- **(i)** Contractor's Proposal.

2.02 Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03 The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04 All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

2.05 In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 8.01. and 8.02 of this Agreement.

3. AWARD OF CONTRACT

3.01 Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02 Time is of the essence of this Agreement. Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Sections 27 and 28 (Insurance & Bonds).**

4. CITY'S REPRESENTATIVE

4.01 The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02 The City's Representative may periodically review and inspect the Work of the Contractor.

4.03 The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

4.04 The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

4.05 Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

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

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

5.03 The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.04 Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor ***without*** claim for additional payment, even though not specifically mentioned herein.

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

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03 If the Contractor fails to perform the obligations of Sections 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01 Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

(a) Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

(b) The names and addresses of all proposed subcontractors in writing.

(c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.

(d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.

(e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.

(f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02 The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01 The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

10.02 Further, the parties shall be subject to the following:

(a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.

(b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.

(c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

(d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03 The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04 The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

10.05 In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

(a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subsection.

(b) The City may exercise the rights furnished the City under or pursuant to this Subsection as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed

so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01 Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02 The Contractor shall be responsible for all power, light, and water required to perform the Work.

11.03 Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04 Layout of Work. Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

11.05 Lines and Grades. All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to

access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.08 The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.09 City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.10 When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03 Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04 Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

12.06 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

12.07 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

12.08 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

12.09 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

12.10 The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

12.11 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

12.12 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

12.13 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

12.15 Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01 The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02 The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

13.03 The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04 City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement**.** Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01 All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02 If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

14.03 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01 The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02 Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01 The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, an updated Project Schedule and a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the ***preceding*** month. The statement shall also include the value of all materials

not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

16.03 Progress Payments. On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Section 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

☑ **16.04 Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than $400,000.00, and five percent (5%), where the full contract amount is $400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

☐ **16.04 Retainage.** This section has been removed. No retainage will be deducted.

16.05 If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06 Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07 The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09 Unless otherwise provided in the Contract Documents:

(a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

(b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and

(c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

16.10 Suspension of Payments. The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

16.11 Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Section 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

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

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

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

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

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

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

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

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

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

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

(k) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

16.12 Virtual Payment Method. For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

17. EXTRA WORK CHARGES

17.01 No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02 City Manager Approval. When the original contract amount plus all change orders is **One Hundred Thousand Dollars ($100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars ($100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars ($100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.

☑ **17.03** For "Extra Work", as defined in this Agreement and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than ***twenty-five percent (25%)***. Written change orders that do not exceed ***twenty-five percent (25%)*** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:

☐ **17.03** For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in this Agreement and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of $1 million or more may not be increased by more than ***twenty-five percent (25%)***. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than $1 million increases the Contract Amount to $1 million or more, subsequent change orders may not increase the revised Contract Amount by more than ***twenty-five percent (25%)***. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be

included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

17.04 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or
Method B - By agreed lump sum, or
Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

(e) **Method A - Unit Prices**. The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum**. The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) Method C - Actual Field Costs. The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

(1) No indirect or consequential damages will be allowed.

(2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.

(3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

(4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01 The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

18.02 The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

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

19. SUBSTANTIAL COMPLETION

19.01 The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

(a) If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02 The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01 Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in this Agreement. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02 The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03 Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any such defects and pay for any damage to other work which may appear after final acceptance of the Work.

21. DELAYS

21.01 The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02 The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Section 22 to offset for such stoppage of the Work.

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an

increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in Section 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

21.04 In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

22.01 The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

(a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;

(b) By changes ordered in the Work, or reductions thereto approved in writing;

(c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or

(d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

22.02 If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01 The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages

that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of One Thousand Five hundred and No **/100 DOLLARS ($** 1,500.00 **)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01 The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02 The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

24.03 The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (l) year as follows:

> **The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), and in conformance with this Agreement, the other Contract Documents, and recognized industry standards .**

25.02 All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03 This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04 Where more than a one (l) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05 This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects under warranty as set forth in this Section 25, or otherwise not in accordance with this Agreement within one (l) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (l) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

25.07 The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08 If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the Work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the Work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09 The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10 The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (l) year after the installation or completion. The one (l) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01 Wage Rates. Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02 Statutory Penalty. Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Section 26.01, the Contractor or subcontractor as the case may be shall pay the City **sixty dollars** (**$60.00**) for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03 The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04 No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit

shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05 Payment of Subcontractors. The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the Work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06 Affidavit of Bills Paid. Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below.

During the term of this Agreement Contractor’s insurance policies shall meet the minimum requirements of this section.

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

- **(a)** Commercial General Liability.
- **(b)** Business Automobile Liability.
- **(c)** Excess Liability – required for contract amounts exceeding $1,000,000.
- **(d)** Builder’s Risk – provides coverage for contractor’s labor and materials for a project during construction that involves a structure such as a building or garage, builder’s risk policy shall be written on “all risks” form.
- **(e)** Workers' Compensation/ Employer’s Liability.

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

- **(a)** Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- **(b)** Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- **(c)** "Claims Made" policies are not accepted.
- **(d)** Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.

(e) The City of College Station, its agents, officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

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

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

(b) Limit of $1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of $2,000,000.00 which limits shall be endorsed to be per Project.

(c) Coverage shall be at least as broad as ISO form GC 00 01.

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

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

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

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

(b) Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

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

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

(e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

27.06 Excess Liability. The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of $5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding $1,000,000 in total value.

27.07 Additional Insured.

Those policies set forth in Sections 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

27.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof, including any increases in value due to duly authorized change orders to the Work and Project. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

> *Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners*

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed $100,000.00 without the written approval of the City.

27.09 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance requirements shall apply.

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:

1. Employer's Liability minimum limits of $1,000,000.00 for each accident/each disease/each

employee are required.

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

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

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers' Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the Work on the project until the Contractor's/person's Work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been

extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate

of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts to perform as required by Sections (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the Agreement void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

27.09 Certificates of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

(a) The company is authorized to do business in the State of Texas.

(b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.

(c) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

28.01 Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds $50,000, and a performance bond is required if the Contract Amount exceeds $100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

(a) The Contractor shall execute performance and payment bonds for the full Contract Amount and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.

(b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

(c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B.**

(d) The performance and payment bonds, and any subsequently issued bond riders, shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02 The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01 If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

(a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

(b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Section 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety

shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02 Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03 In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01 The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02 The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03 The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01 All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02 The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

31.03 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential

hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in this Agreement, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in this Agreement). **In the event Contractor engages in any of the activities prohibited in this Section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.**

31.05 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06 City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07 It is the Contractor's responsibility to comply with all Environmental Laws (as defined in this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

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

33.02 The indemnification contained in Section 33.01 shall include but not be limited to the following specific instances:

(a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.

(b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

(c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.

(d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.

(e) The removal of all debris related to the Work.

(f) The acts and omissions of the subcontractors it hired.

(g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

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

33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.

33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

34. RELEASE

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

35. PERMITS AND LICENSES

35.01 The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

36. ROYALTIES AND LICENSING FEES

36.01 THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

37. BREACH OF CONTRACT & DAMAGES

37.01 The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02 Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

(a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or

(b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

(c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

38.01 At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

(a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

(b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or

(c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

(d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

(e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or

(f) If the Contractor abandons the Work.

(g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01 The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

40.01 If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01 After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

(a) Stop the work on the date and to the extent specified in the notice of termination;

(b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

42.01 Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 39.

43. HIRING

43.01 During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

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

45. EFFECTIVE DATE

45.01 This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

46. OTHER TERMS

46.01 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace

the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

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

46.03 Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

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

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

46.06 Mediation. After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.07 Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.08 Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

46.09 Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

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

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

46.12 Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13 Agreement Read. The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

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

46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

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

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

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

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

46.17 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

List of Exhibits

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

C.A. WALKER CONSTRUCTION

By: Christopher A. Walker

Printed Name: Christopher A. Walker

Title: Owner

Date: 8/14/2024

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20220007 01/07/2022

Superseded General Decision Number: TX20210007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/07/2022

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94	
Structures	$ 12.87	
LABORER		
Asphalt Raker	$ 12.12	
Flagger	$ 9.45	
Laborer, Common	$ 10.50	
Laborer, Utility	$ 12.27	
Pipelayer	$ 12.79	
Work Zone Barricade Servicer	$ 11.85	
PAINTER (Structures)	$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor	$ 12.69	
Asphalt Distributor	$ 15.55	
Asphalt Paving Machine	$ 14.36	
Boom Truck	$ 18.36	
Broom or Sweeper	$ 11.04	
Concrete Pavement Finishing Machine	$ 15.48	
Crane, Hydraulic 80 tons or less	$ 18.36	
Crane, Lattice Boom 80 tons or less	$ 15.87	
Crane, Lattice Boom over 80 tons	$ 19.38	
Crawler Tractor	$ 15.67	
Directional Drilling Locator	$ 11.67	
Directional Drilling Operator	$ 17.24	
Excavator 50,000 lbs or Less	$ 12.88	
Excavator over 50,000 lbs	$ 17.71	
Foundation Drill, Truck Mounted	$ 16.93	
Front End Loader, 3 CY or Less	$ 13.04	
Front End Loader, Over 3 CY	$ 13.21	
Loader/Backhoe	$ 14.12	
Mechanic	$ 17.10	
Milling Machine	$ 14.18	
Motor Grader, Fine Grade	$ 18.51	
Motor Grader, Rough	$ 14.63	
Pavement Marking Machine	$ 19.17	
Reclaimer/Pulverizer	$ 12.88	
Roller, Asphalt	$ 12.78	
Roller, Other	$ 10.50	
Scraper	$ 12.27	
Spreader Box	$ 14.04	

Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNAL INSTALLER
Traffic Signal/Light Pole
Worker.....$ 16.00

TRUCK DRIVER
Lowboy-Float.....$ 15.66
Off Road Hauler.....$ 11.88
Single Axle.....$ 11.79
Single or Tandem Axle Dump
Truck.....$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81

WELDER.....$ 15.97

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. 4473162

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

THAT WE, C.A. Walker Construction, as Principal, hereinafter called "Contractor" and the other subscriber hereto SureTec Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Six Million Thirty Seven Thousand Seventy Three---------- and No /100 Dollars ($ 6,037,073.00----------) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for Bachmann Park Concessions Buildings Renovations,

all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

Bond No. 4473162

FOR THE CONTRACTOR:

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

C.A. WALKER, INC. CORPORATE SEAL TEXAS

C.A. Walker Construction
(Name of Contractor)

By: Cindy Lopez

Name: Cindy Lopez

Title: Controller

Date: August 22, 2024

By: Chris A Walker

Name: CHRIS A. WALKER

Title: PRESIDENT

Date: August 22, 2024

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

By: Kourtney Reece

Name: Kourtney Reece

Title: Account Manager

Date: August 22, 2024

SureTec Insurance Company
(Full Name of Surety)

9500 Arboretum Blvd., Suite 400

Austin, TX 78759
(Address of Surety for Notice)

By: Beverly A. Ireland

Name: Beverly A. Ireland

Title: Attorney-in-Fact

Date: August 22, 2024

FOR THE CITY:

REVIEWED:

City Attorney

THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 24300642
Construction Agreement Over $50,000
Form 04-20-2023

POA# 4221114

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kurt A. Risk, Sharen Groppell, Roxanne G. Brune, David R. Groppell, Beverly A. Ireland, Francine Hay, Gloria Marisol Villa, Michele L. Bondurant, Kourtney Reece

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

One Hundred Million and 00/100 Dollars ($100,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of July , 2024 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY — HOUSTON, TEXAS

MARKEL INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of July , 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 1294768O-5
Commission Expires March 29, 2026

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 22nd day of August , 2024 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity. 4221114
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

TEXAS STATUTORY PAYMENT BOND

Bond No. 4473162

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

THAT WE, C.A. Walker Construction, as Principal, hereinafter called "Principal" and the other subscriber hereto SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Six Million Thirty Seven Thousand Seventy Three---------- and No/100 Dollars ($6,037,073.00-----) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 22nd day of August, 20 24, for Bachmann Park Concessions Buildings Renovations,

referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

Bond No. 4473162

FOR THE CONTRACTOR:

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

(SEAL)

C.A. Walker Construction
(Name of Contractor)

By: _____

Name: Cindy Lopez

Title: Controller

Date: August 22, 2024

By: _____

Name: CHRIS A. WALKER

Title: PRESIDENT

Date: August 22, 2024

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

By: _____

Name: Kourtney Reece

Title: Account Manager

Date: August 22, 2024

SureTec Insurance Company
(Full Name of Surety)

9500 Arboretum Blvd., Suite 400

Austin, TX 78759
(Address of Surety for Notice)

By: _____

Name: Beverly A. Ireland

Title: Attorney-in-Fact

Date: August 22, 2024

FOR THE CITY:

REVIEWED:

_____
City Attorney

THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:

_____
City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 24300642
Construction Agreement Over $50,000
Form 04-20-2023

POA# 4221114

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kurt A. Risk, Sharen Groppell, Roxanne G. Brune, David R. Groppell, Beverly A. Ireland, Francine Hay, Gloria Marisol Villa, Michele L. Bondurant, Kourtney Reece

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

One Hundred Million and 00/100 Dollars ($100,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of July , 2024 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of July , 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 22nd day of August , 2024 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4221114
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2024

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:	
Brady, Chapman, Holland & Associates 10055 West Gulf Bank Houston TX 77040	PHONE (A/C, No, Ext): 713-688-1500	FAX (A/C, No): 713-688-7967
	E-MAIL ADDRESS: ecerts@bch-insurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : Transportation Insurance Co. (CNA)	20494
INSURER C : Valley Forge Insurance Co.	20508
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
C.A. Walker, Inc. dba
C.A. Walker Construction
P.O. Box 19069
Houston TX 77224

COVERAGES **CERTIFICATE NUMBER:** 1019165604 **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:			7018191138	2/6/2024	2/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded: Prop Damage	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $2,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7018191141	2/6/2024	2/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7018191169	2/6/2024	2/6/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7018191155	2/6/2024	2/6/2025	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
A	Leased/Rented Equipment			7018191138	2/6/2024	2/6/2025	Any One Item Any One Loss Deductible	$75,000 $150,000 $1,000

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

The policy includes Blanket additional insured on the general liability per form CNA74705XX; CNA75079XX; and automobile per form CNA63359XX, with a waiver of subrogation on the general liability per form CNA74705XX, automobile per form CNA63359XX and workers compensation per form WC420304B when required by written contract. This insurance is primary and non-contributory as respects general liability CNA74705XX.
RE: Project: Bachmann park, 1600 Rock Prairie Ave., College Station, TX 77845

CERTIFICATE HOLDER

City of College Station
1101 Texas avenue
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

Jeff Brady

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EXHIBIT D
PLANS AND SPECIFICATIONS

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

See attached pricing proposal...

CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute the City of College Station Construction Agreement, that this Proposal has not been prepared in collusion with any other Offeror, and that the contents of this Proposal have not been communicated to any other Offeror prior to the official opening of this Proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed City of College Station Construction Agreement.

Signed By: Chris A. Walker

Title: President

Typed Name: Chris A. Walker

Company Name: C.A. Walker Construction

Phone No.: 713-956-7070

Fax No.: 713-957-3358

Email: Chrisw@cawalker.net

Proposal Address:
1543 Silber Rd Houston Tx, 77055
P.O. Box or Street City State Zip

Order Address:
1543 Silber Rd Houston Tx, 77055
P.O. Box or Street City State Zip

Remit Address:
P.O Box 19069 and 19067 Houston Tx, 77224
P.O. Box or Street City State Zip

Federal Tax ID No.: 76-0428560

DUNS No.: 927 896 886

Date: 8/5/2024

PROPOSAL NO. 24-071

PROPOSAL FORM
(Tab 4)

City of College Station

Bachmann Little League and Senior League Buildings

RFP (CSP) No – 24-071

Proposal Form – Competitive sealed Proposal

Having examined the Contract Documents, including the Instructions to Bidders, Form of Agreement, the General and Supplemental Conditions of the Contract, the Drawings, Technical Specifications including Addenda numbered 1 through 5 inclusive, as prepared by Burditt Land| Place, agrees to perform the complete work in place required by the Documents for the following Lump Sum Prices.

Base Bid

$ 6,037,073.00

Amount in Figures.

Six Million Thirty Seven Thousand Seventy Three Dollars and Zero Cents

Amount in Words (This Governs)

Add Alternate No. 1 (Remove 8" concrete curb and replace with Grouted CMU Block at both Buildings)

$ 12,000.00

Amount in Figures.

Twelve Thousand Dollars and Zero Cents

Amount in Words (This Governs)

Total Sum of Proposal Including all Additive Alternate

(Gen. Conditions, overhead and profit are to be attributed with each item)

$ 6,049,073.00

Amount if Figures.

Six Million Forty Nine Thousand Seventy Three Dollars and Zero Cents

Amount in Words (This Governs)

The work shall begin promptly after written notice by the City to the Contractor and shall progress regularly and uninterruptedly, except as may otherwise be ordered in writing by the City and shall be finished and fully completed within _____ calendar days.

Where applicable, if the Owner elects to subtract any or all of the Alternate items, the undersigned agrees to modify the Total Sum Bid as stipulated in the Total Contract Award above. Alternate amounts shall include all variations in profit, over-head, bonds, insurance, and other related items. Time of completion shall not be changed if alternates are subtracted. To be a valid bid, all alternates must be bid. A "no bid" on any alternate will be reason for rejection of the entire bid.

PROJECT COST WORKSHEET - PROPOSAL PRICING

Project: **Bachmann Park**
1600 Rock Prairie Ave.
College Station, TX 77845

SF: **3,200**
Building Cost Per SF: **$ 1,886.59**
Date: **08/05/2024**

DIV.	SCOPE	DIVISION COST BREAKOUT	AMOUNT $
01000	Permit	$ 16,000.00	$ 16,000.00
01000	Allowances	$ -	$ -
02000	Sitework		$ 1,281,556.21
	Site Demo/Prep	$ 67,800.00	
	SWPPP	$ 4,627.44	
	Earthwork	$ 110,000.00	
	Soil Treatment	$ 1,250.00	
	Landscaping	$ 54,300.93	
	Irrigation	$ 20,268.65	
	Fencing	$ 188,645.00	
	Utilities	$ 797,552.80	
	Turf System	$ 35,611.39	
	Striping	$ 1,500.00	
03000	Concrete		$ 743,000.00
	Building Pads & Site Concrete	$ 743,000.00	
04000	Masorny		$ 611,943.00
	Masonry, CMU, Brick	$ 611,943.00	
05000	Steel Metals		$ 887,500.00
	Structural Steel	$ 767,500.00	
	Structural Steel Erection	$ 120,000.00	
06000	Wood & Plastics		$ 82,381.66
	Roof Trusses	$ 26,203.00	
	Rough Carpentry/Blocking/Sheathing	$ 56,178.66	
07000	Thermal & Moisture Protection		$ 531,997.30
	Waterproofing/Flashing/Site Sealant	$ 86,235.00	
	Roofing Systems	$ 340,613.30	
	Composite Wall Panels	$ 105,149.00	
08000	Doors & Windows		$ 73,677.96
	Doors/Frames/Hardware	$ 44,925.00	
	Overhead Doors/Coiling Doors	$ 14,200.00	
	Glass & Glazing	$ 7,500.00	
	Installation Labor	$ 7,052.96	
09000	Finishes		$ 78,930.00
	Drywall Framing/Drywall/Finishing	$ 24,000.00	
	Paint	$ 49,330.00	
	Sealed Concrete	$ 5,600.00	
10000	Specialties		$ 56,687.00
	Knox Box	$ 1,515.00	
	Lockers	$ 4,928.00	
	Toilet Accessories	$ 19,539.00	
	Fire Extinguishers and Cabinets	$ 2,005.00	
	Toilet Partitions	$ 11,530.00	
	Signage	$ 17,170.00	
11000	Equipment		$ 24,000.00
	Appliances & Equipment	$ 2,000.00	
	Netting System	$ 22,000.00	
15000	Mechanical		$ 505,681.00
	Plumbing	$ 276,500.00	
	Fire Sprinkler	$ 39,695.00	
	HVAC	$ 189,486.00	
16000	Electrical		$ 208,279.44
	Electrical	$ 208,279.44	
COST OF WORK SUBTOTAL			$ 5,101,633.57

	TOTALS
Fran Tax & Insurance	$ 90,030.37
General Contractor's Fee	$ 356,822.54
General Conditions	$ 488,586.27
Sales Tax (Tax Exempt)	$ -
Cost of Work (*see Subtotal above*)	$ 5,101,633.57
Final Estimated Cost	**$ 6,037,073**

Contractor acknowledges and includes the following Addenda: 1, 2, 3, 4, 5
Substantial Completion to be achieved ___ calendar days from a NTP and release of applicable permits.

Qualifications

1. Pricing is based of Plans, Specifications, and Addendums provided by the Architect.
2. Material Testing is to be by Owner, if needed to be picked. CAW can provide an add.
3. Proposal includes Permit Fee.
4. Due to Current Market Price Escalations Price is Only Valid for 60 Days, after the 60 Day mark
   Proposal is Subject to Price Revision to confirm Subcontractor Price is Valid.
5. Low Voltage is excluded, we do provide conduit.

EXHIBIT E
CONSTRUCTION SCHEDULE

August 1st, 2025 for Substantial Completion...

EXHIBIT F
SCHEDULE OF VALUES