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#

March 27, 2025	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. The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
c. Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.
d. Legal advice related to an employment discrimination claim.

2.2. **Real Estate {Gov't Code Section 551.072};**
Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:
a. Approximately 8 acres of land located at 1508 Harvey Road.
b. Approximately 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

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

2.4. **Economic Incentive Negotiations {Gov't Code Section 551.087};**
Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:
a. Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.
b. Economic development agreement with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.
c. Economic development agreement for a development generally located at the intersection of Raymond Stotzer Parkway and State Highway 47.
d. Economic development agreement with Corinth Group, Inc.
e. Economic Development agreement for a development generally located in 3100 block of Harvey Road.

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

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

Speaker Protocol

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

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation proclaiming the month of March 2025 as American Red Cross Month.
Sponsors: Tanya Smith
Attachments: 1. 25 American Red Cross Month

5.2. Presentation proclaiming April 5, 2025 as Parkinson's Disease Awareness Day in the Brazos Valley.
Sponsors: Tanya Smith
Attachments: 1. 25 Parkinson's Disease Awareness Day in the Brazos Valley

5.3. Presentation proclaiming March 2025 as Developmental Disabilities Awareness Month.
Sponsors: Taitelyn Morris
Attachments: 1. 25 Developmental Disabilities Month Proclamation

5.4. Recognition honoring the College Station Fiscal Services department for receiving the Texas Comptrollers Transparency Trailblazer Award.
Sponsors: Jeff Kersten
Attachments: 1. Transparency Trailblazer Recognition

6. Hear Visitors.

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

7. Consent Agenda.

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

7.1. Presentation, discussion, and possible action of minutes for:
• March 13, 2025 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM031325 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles", Article VI, "Traffic Schedules," Section 38-1002 "Traffic Schedule II, Four-Way Stop Intersections," of the Code of Ordinances of the City of College Station, Texas, by adding an all-way stop at the intersection of Victoria Avenue and Etonbury Avenue.
Sponsors: Emily Fisher
Attachments: 1. Victoria and Etonbury Four-Way Stop Exhibit
2. Victoria and Etonbury Four Way Stop Ordinance

7.3. Presentation, discussion, and possible action on a professional services contract with Freese and Nichols, Inc. for $376,400 for the design of the Well 6 Rehabilitation Project.
Sponsors: Gary Mechler
Attachments: 1. Contract 25300354

7.4. Presentation, discussion, and possible action on a professional services and construction phase services contract with Bleyl Engineering (Bleyl Interests, Inc. dba Bleyl Engineering) for $114,000 for the Wellborn and George Bush Utility Relocation design.
Sponsors: Jennifer Cain
Attachments: 1. WA2403 Location Map
2. RFQ 24-065 SOQ Response List
3. WA2403 Vendor Signed Contract

7.5. Presentation, discussion, and possible action regarding a hotel occupancy tax grant in the amount of $50,000 with the Texas A&M AgriLife Extension Service for the Texas 4-H Roundup Conference June 2-5, 2025.

Sponsors: Jeremiah Cook

Attachments:
1. Contract 25300411- Texas 4H Roundup 2025
2. Economic Impact- 2024 4H Roundup

8. Workshop Agenda.

8.1. Presentation, discussion, and possible action on system-wide impact fees for water, wastewater, and roadways.

Sponsors: Carol Cotter

Attachments:
1. Service Area Maps -Water, Wastewater and Roadway
2. Impact Fees Summary Tables

8.2. Presentation, discussion, and possible action regarding a proposed ordinance establishing a program for pool inspections, to be administered by the Brazos County Health District.

Sponsors: Ross Brady

Attachments:
1. Pool Inspection Ordinance - Draft prepared by Brazos County Health District (1)
2. Pool Application
3. Pool Permit
4. Public Interactive Water Feature Inspection Form
5. Public Swimming Pools and Spas Check List

8.3. Presentation, discussion, and possible action regarding the City's legislative engagement efforts.

Sponsors: Ross Brady

Attachments: None

9. Regular Agenda.

9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay for approximately 1.152 acres at 101, 103, 105, 107, 109, and 110-119 Knox Drive, being Lots 18-27, Block 29 and Lots 12-16, Block 31 of The Barracks II Subdivision Phase 401, generally located southwest of the intersection of Knox Drive and Old Wellborn Road.

Sponsors: Jeff Howell

Attachments:
1. Barracks II Phase 401 Ordinance
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Existing Future Land Use Map
7. Rezoning Map

9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the

zoning district boundaries from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay for approximately 0.412 acres at 418, 420, 422, 424, and 426 Baby Bear Drive, being Lots 1-5, Block 32 of The Barracks II Subdivision Phase 109, generally located northeast of the intersection of Baby Bear Drive and Towers Parkway.

Sponsors: Jeff Howell

Attachments:
1. Barracks II Phase 109
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Existing Future Land Use Map
7. Rezoning Map

9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay for approximately 0.406 acres at 133, 135, 137, 139, and 141 Deacon Drive West, being Lots 1-5, Block 21 of The Barracks II Subdivision Phase 107, generally located northeast of the intersection of Deacon Drive West and General Parkway.

Sponsors: Jeff Howell

Attachments:
1. Barracks II Phase 107 Ordinance
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Existing Future Land Use Map
7. Rezoning Map

9.4. Public Hearing, presentation, discussion, and possible action approving an ordinance repealing Ordinance No. 2015-3692 and vacating and abandoning a 0.46-acre portion of a 70-foot-wide right-of-way located along Lots 2 and 1R, Block 4 of The Business Center at College Station Subdivision, Phase Three, Brazos County, Texas according to the plat recorded in Volume 3764, Page 130 of the Official Public Records of Brazos County, Texas.

Sponsors: Lucas Harper

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

10. Items of Community Interest and Council Calendar.

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

official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

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

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

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

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

13. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on March 21, 2025 at 5:00 p.m.

City Secretary

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

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

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

March 27, 2025
Item No. 5.1.
American Red Cross Month Proclamation

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the month of March 2025 as American Red Cross Month.

Relationship to Strategic Goals:

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:
1. 25 American Red Cross Month

Proclamation

WHEREAS, this March, we celebrate American Red Cross Month by recognizing the compassionate acts of people in College Station, Texas, and by renewing our commitment to helping our neighbors in need. Since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis. Advancing this noble mission, the volunteers, blood and platelet donors, and supporters who now give back through the Heart of Texas Chapter remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies; and

WHEREAS, their voluntary and generous contributions shine a beacon of hope in people's darkest hours—whether they deliver shelter, food, and comfort during disasters, provide critical blood donations for hospital patients, support service members, veterans, and their families, save lives with first aid, CPR, AED, and other skills, or deliver international aid and reconnect loved ones separated by global crises; and

WHEREAS, this work to uplift our community is truly made possible by those who selflessly answer the call to help whenever and wherever it's needed. We hereby recognize this month of March in honor of their remarkable service, and we ask everyone to join in their commitment to care for one another.

NOW, THEREFORE, I, John P. Nichols, Mayor of College Station, by virtue of the authority vested in me by the laws of College Station and Texas, do hereby proclaim March 2025 as

American Red Cross Month

And encourage all citizens of College Station to reach out and support its humanitarian mission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 27th Day of March 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

March 27, 2025
Item No. 5.2.
Parkinson's Disease Awareness Day in the Brazos Valley

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming April 5, 2025 as Parkinson's Disease Awareness Day in the Brazos Valley.

Relationship to Strategic Goals:

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:
1. 25 Parkinson's Disease Awareness Day in the Brazos Valley

Proclamation

Offices of the Mayors and County Judge

WHEREAS, according to the National Parkinson Foundation, approximately 1 million Americans are living with Parkinson's disease; and

WHEREAS, studies indicate that the incidence of Parkinson's disease is on the rise in our nation and 90,000 people will be diagnosed with PD every year in the U.S; and

WHEREAS, understanding symptoms of Parkinson's disease and increasing awareness of this neurological condition will hopefully encourage citizens to seek medical advice and guidance; and

WHEREAS, by calling attention to the importance of dealing with this disease early-on, we may help improve the quality of lives of those individuals who may become newly diagnosed with this progressive, incurable disease; and

WHEREAS, the numerous citizens and their families who are now living with Parkinson's disease in our local community should be applauded for their determination to live a full and active life in spite of the many symptoms they cope with every day.

NOW, THEREFORE, We, Duane Peters, as County Judge of Brazos County, Bobby Gutierrez, as Mayor of the City of Bryan, and John P. Nichols, as Mayor of the City of College Station, do hereby proclaim April 5, 2025, as:

Parkinson's Disease Awareness Day in the Brazos Valley

We encourage all citizens to support observances in the month of April to raise awareness about this incurable disease and to join families living with Parkinson's disease on April 5 at Lick Creek Park for "Cow Art in the Park for Parkinson's" -- a free, fun and informational event organized by the Robert Conte Foundation for Parkinson's Disease and Movement Disorders, Inc., a non-profit 501 (c)(3) organization serving our local community. EIN 83-138-4724.

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

CITY OF BRYAN
The Good Life, Texas Style.™

Proclaimed this Fifth day of April 2025.

March 27, 2025
Item No. 5.3.
Developmental Disabilities Awareness Month

Sponsor: Taitelyn Morris, Neighborhood & Community Relations Coordinator

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming March 2025 as Developmental Disabilities Awareness Month.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recognize Developmental Disabilities Awareness Month

Summary: Developmental Disabilities Month recognizes and raises awareness for the estimated 600,000 individuals in the State of Texas that face unique challenges associated with developmental disabilities.

Budget & Financial Summary: N/A

Attachments:

1. 25 Developmental Disabilities Month Proclamation

Proclamation

WHEREAS, an estimated 600,000 individuals in Texas have developmental disabilities; and

WHEREAS, these individuals have the same hopes and dreams we all cherish as Texans – to be self-sufficient, to find fulfilling work, to practice one's faith, and to make a difference; and

WHEREAS, like all Texans, people with developmental disabilities have unique skills and perspectives, but they also face challenges. It is important to raise awareness about the disability experience in Texas and to understand how each person can lead the life they choose. Throughout our history, many Texans with developmental disabilities have done precisely that, touching lives, contributing to their communities, and making the Lone Star State a better place for us all; and

WHEREAS, Texas is better off when all citizens flourish, so we must do everything in our power to facilitate personal and professional success for all Texans. When students attend classes with non-disables students, academic success grows. When people with disabilities are hired in the workforce are paid a competitive wage, they support our state's unrivaled economy; and

WHEREAS, Further, people with developmental disabilities who are involved in their communities generally live longer, healthier lives and are more likely to give back. With these realities, the entire state thrives; and

NOW, THEREFORE BE IT RESOLVED, that I, John P. Nichols, as Mayor of the City of College Station proclaims March 2025, as

Developmental Disabilities Awareness Month

to shed light on people with developmental disabilities, their families, and their care providers in every aspect of life. During this observance and hereafter, Texans can learn about how classrooms, workplaces, and communities are stronger when everyone participates.

IN WITNESS THEREOF, I have hereunto set my hand and caused the SEAL of the City of College Station, Texas to be affixed this 27th day of March 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

March 27, 2025
Item No. 5.4.
Resolution: Texas Comptroller's Transparency Trailblazer Award

Sponsor: Jeff Kersten, Assistant City Manager

Reviewed By CBC: City Council

Agenda Caption: Recognition honoring the College Station Fiscal Services department for receiving the Texas Comptrollers Transparency Trailblazer Award.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability

Recommendation(s): Staff recommends that the Council recognize the accomplishment of receiving the Texas Comptroller’s Transparency Trailblazer Award

Summary: As established in 2016, the Texas Comptroller of Public Accounts' Transparency Stars program recognizes local governments for going above and beyond in their transparency efforts. The program recognizes government entities that open their books in up to six areas: traditional finances, contracts and procurement, economic development, public pensions, debt obligations, and open government and compliance.

The information developed and provided by the Finance Department has been reviewed by the Comptroller's Office and deemed to provide clear and meaningful financial information including the posting of financial documents, as well as thorough summaries, visualizations, downloadable data and other relevant information.

On March 18, 2025, the Finance Department was awarded the Texas Comptroller of Public Accounts' Transparency Stars Trailblazer Award at the State Capital as one of 11 cities within the state to accomplish earning all six stars offered under the Transparency Star program.

Budget & Financial Summary: None

Attachments:
1. Transparency Trailblazer Recognition

Recognition

WHEREAS, the City Council has adopted a Strategic Plan with a Good Governance goal that states "The City is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement; and

WHEREAS, the City has a commitment to transparency throughout the organization; and

WHEREAS, the Texas Comptroller of Public Accounts' Transparency Stars program was established in 2016 to recognize local governments for extraordinary transparency efforts in the areas of traditional finances, contracts and procurement, economic development, public pensions, debt obligations, and open government and compliance, and

WHEREAS, the information developed and provided by the City of College Station's Fiscal Services Department was deemed to provide public accessibility to financial documents, summaries, visualizations, downloadable data, and other relevant information; and

WHEREAS, the Texas Comptroller of Public Accounts presented the Transparency Stars Trailblazer Award to the Fiscal Services Department on March 18, 2025, placing College Station among only 11 cities to earn all six of the program's stars; and

WHEREAS, the Fiscal Services Department's innovative and creative leadership and collaboration with the other city departments facilitated a cross-functional solution to data gathering and digitization challenges; and

WHEREAS, the Fiscal Services Department's leadership experience and advanced skillset enabled the reduction of pension obligations, implementation of economic development disclosures, effective debt management, and public availability of consolidated governance information; and

WHEREAS, the Financial Reporting and Accounting Operations Divisions overcame cybersecurity risks and data visualization challenges to implement an open data platform on the City's website, allowing citizens to download transactional data; and

WHEREAS, the Purchasing Division spearheaded the implementation of software jointly used by Brazos County, the City of Bryan, Bryan Texas Utilities, and the San Jacinto River Authority to digitize and provide open access to purchasing opportunities for local governments; and

NOW, THEREFORE, I, John P. Nichols, the mayor of College Station, on behalf of the City Council and City management, express our appreciation for the outstanding leadership, dedication, and efforts of the Finance Department in going above and beyond in their transparency efforts and being recognized by the Texas Comptroller of Public Accounts with the

Transparency Trailblazer Award

and call upon all citizens to join Council in congratulating these individuals for achieving excellence in fiscal transparency.

IN WITNESS WHEREOF, I have set my hand an caused the seal of the City of College Station to be affixed this 27th day of March 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

March 27, 2025
Item No. 7.1.
March 13th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• March 13, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM031325 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
MARCH 13, 2025

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
John Nichols, Mayor - absent

Council:
Mark Smith
William Wright
David White
Melissa McIlhaney – executive session only
Bob Yancy
Scott Shafer – remote

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 Pro Tem Smith via In-Person and Teleconference at 6:00 p.m. on March 13, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.087-Economic Incentive Negotiations and the College Station City Council convened into Executive Session at 7:00 p.m. on March 13, 2025, to continue discussing matters pertaining to:

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

- Economic Development agreement for a development generally located in 3100 block of Harvey Road.

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

Executive Session recessed at 7:50 p.m. No action was taken.

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

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember White, the City Council voted five (5) for and none (0) opposed, to approve an absence request from Mayor John P. Nichols for the March 13, 2025 Council Meeting. The motion carried unanimously.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming the Friends of the Bryan + College Station Public Library System 70th Anniversary.

Mayor Pro Tem Smith presented a proclamation to Bea Saba, Summer Adams, and Kate Thomas with the City of College Station Public Library, honoring the Friends of the Bryan + College Station Public Library System 70th Anniversary.

6. Hear Visitors Comments.

Shelby Behm, College Station, came before Council regarding Midtown and area residents frustration with what they feel is slow development in the area.

Fred Dupriest, College Station, came before Council representing the Occupancy Enforcement Alliance regarding the priorities of Council in the spring of 2025. He stated that the need for enforcement has little to do with only the needs of Southside, Eastgate, or parking. There are commitments needed, and additional actions that need to be identified to make occupancy enforcement a success such as gathering evidence of violations before 7:00 am and looking for ways to make the ordinance easier to enforces.

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.

(7.2) and (7.4) were pulled for clarification.

(7.2) Joshua Brooks, Community Development Analyst, stated that this amendment reduces the contract amount from $3,393,675 to $3,000,695.53 due to a revised schedule of values based on final construction expenses.

(7.4) Jeff Kersten, Assistant City Manager, stated that money was budgeted for purchasing services for Door Badge Access Replacement.

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

- **February 18, 2025 Special Meeting (Retreat)**
- **February 19, 2025 Special Meeting (Retreat)**
- **February 27, 2025 Council Meeting**

7.2. Presentation, discussion, and possible action regarding a contract amendment to a contract with LULAC Oak Hill, Inc. to revise interest language, revise the schedule of values, and reduce the total contract amount by $392,979.47.

7.3. Presentation, discussion, and possible action amending the Fiscal and Budgetary Policy Statements adding a cost and lifespan threshold for Right to Use assets (RTU) and updating the cost threshold for fixed assets.

7.4. Presentation, discussion, and possible action on purchasing services for Door Badge Access Replacement from The Personal Computer Store Inc. DBA Avinext in the amount of $372,532.71.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember White, the City Council voted five (5) for and none (0) opposed, to approve the Consent agenda. The motion carried unanimously.

8. REGULAR ITEMS

8.1. Presentation, discussion, and possible action relating to receiving the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2024.

Michael Dehaven, Assistant Finance Director, stated that the City's Charter and Fiscal and Budgetary Policies, along with state law, require that not less than thirty (30) days prior to the end of each fiscal year, the City Council shall designate a qualified public accountant or accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transactions of the City government and shall submit the report to the City Council. Also, the City's budgetary policies require that the auditor jointly review the management letter/audit results with the City Council within 30 days of receipt by the staff.

	FY24	FY23	Increase(Decrease)
Overall Net Position	**$ 970,975,012**	**$ 900,874,063**	**$ 70,100,949**
Unrestricted Net Position	$ 314,841,338	$ 292,726,679	$ 22,114,659
Restricted Net Position	$ 98,348,007	$ 82,043,637	$ 16,304,370
Net Investment in Capital	$ 557,785,667	$ 526,103,747	$ 31,681,920

Mr. DeHaven explained that the key drivers to the increase in Unrestricted Net Position is investment income, permit fees, grant receipts, utility revenues, and sale of land.

FY24 ACFR Highlights Government Wide Summary

	FY24	FY23	Increase(Decrease)	Funded Ratio
Net Pension Liability	$ 36,809,786	$ 53,426,364	$ (16,616,578)	91%
Compensated Absences	$ 12,310,012	$ 10,592,209	$ 1,717,803	
Net OPEB Liability	$ 377,697	$ 482,626	$ (104,929)	95%

Mr. John DeBurro of Weaver and Tidwell LLP, presented the results of the fiscal year 2024 audit and, along with staff, the 2024 ACFR. The reports provide a summary of the City's financial position as of September 30, 2023. In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

8.2. Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning an 872 square foot, generally 5-foot-wide Sidewalk Easement, said easement crossing Lot 4, Block 9, in the W. C. Boyett Estate Partition, as described by metes and bounds recorded in Volume 4031, Page 341 of the Official Public Records of Brazos County, Texas.

Lucas Harper, Planning and Development, stated that the sidewalk easement abandonment is being requested by the applicant as a result of a desire to construct a high-rise structure in the area of the existing easement. The proposed layout necessitates relocating the easement adjacent to the northwest property line where a new sidewalk will be located. The originally dedicated easement was not utilized by utilities, as it only provided public access to the sidewalk. A public access easement will be dedicated along the northwest property line to provide access to the newly constructed sidewalk. The sidewalk easement is located southwest of the intersection of Boyett Street and Church Avenue and extends the length of the Church Avenue frontage of Lot 4, Block 9 of the W. C. Boyett Estate Partition, also known as 204 Church Avenue, generally parallel to and offset from Church Avenue.

At approximately 6:57 p.m., Mayor Pro Tem Smith opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 6:57 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Wright the City Council voted five (5) for and none (0) opposed, to adopt Ordinance No. 2025-4581, vacating and abandoning an 872 square foot, generally 5-foot-wide Sidewalk Easement, said easement crossing Lot 4, Block 9, in the W. C. Boyett Estate Partition, as described by metes and bounds recorded in Volume 4031, Page 341 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

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

Nothing to report at this time.

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

Councilmember Yancy reported on the Intergovernmental Committee.

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

No future agenda items at this time.

12. Adjournment.

There being no further business, Mayor Pro Tem Smith adjourned the meeting of the City Council at 7:51 p.m. on Thursday, March 13, 2025.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

March 27, 2025
Item No. 7.2.
Etonbury Avenue and Victoria Avenue Four-Way Stop

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, “Traffic and Vehicles”, Article VI, “Traffic Schedules,” Section 38-1002 “Traffic Schedule II, Four-Way Stop Intersections,” of the Code of Ordinances of the City of College Station, Texas, by adding an all-way stop at the intersection of Victoria Avenue and Etonbury Avenue.

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

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

Summary: The intersection of Etonbury Avenue and Victoria Avenue is located within the Castlegate II subdivision and is currently two-way stop controlled. Due to concerns received by the neighborhood as well as recent crashes at the intersection, an all-way stop warrant analysis was conducted by the Traffic Engineering Division of Public Works. The intersection meets the minimum requirements as outlined by Section 2B.13 of the Manual on Uniform Traffic Control Devices (MUTCD) and therefore warrants a four-way stop.

The ordinance becomes effective ten (10) days after passage. Additional temporary signage will be placed at the intersection to notify drivers and pedestrians of the change to the intersection.

Budget & Financial Summary: Funds to install the additional stop signs and paint stop bars and are available in the Signs and Markings operational budget.

Attachments:
1. Victoria and Etonbury Four-Way Stop Exhibit
2. Victoria and Etonbury Four Way Stop Ordinance

All-way Stop Victoria Ave. @ Etonbury Ave.

March 27, 2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1002 "TRAFFIC SCHEDULE II, FOUR-WAY STOP INTERSECTIONS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING THE INTERSECTION OF VICTORIA AVENUE AT ETONBURY AVENUE AND 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 38-1002 "Traffic Schedule II, Four-Way Stop Intersections," 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 _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

EXHIBIT A

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules," Sec. 38-1002 "Traffic Schedule II, Four-Way Stop Intersections" is hereby amended by **adding the following**:

Street	**Intersecting Street**
Victoria Avenue	Etonbury Avenue

March 27, 2025
Item No. 7.3.
Well #6 Rehabilitation Project

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a professional services contract with Freese and Nichols, Inc. for $376,400 for the design of the Well 6 Rehabilitation Project.

Relationship to Strategic Goals:

1. Core services and infrastructure

Recommendation(s): Staff recommends approval

Summary: The City of College Station's water supply is sourced from ten groundwater wells owned and operated by the City. As part of the Water Services Department's asset management program, regular rehabilitation is performed to enhance production, reliability, and efficiency. This process typically includes cleaning well screens, replacing or adjusting pumping equipment, and making other necessary upgrades to maintain or improve well performance.

This contract provides design and construction administration services for the rehabilitation of Well #6, one of the City's deeper and higher-producing sources.

Budget & Financial Summary: A budget of $1,500,000 has been allocated for this project in the Water Capital Improvement Projects Fund. To date, no funds have been expended or committed, leaving the full balance of $1,500,000 available for this contract and future expenses.

Attachments:

1. Contract 25300354

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300354 PROJECT #: WA2504 BID/RFP/RFQ#: _____

Project Name / Contract Description: Well 6 Rehab/ Design Contract

Name of Contractor: Freese & Nichols, Inc.

CONTRACT TOTAL VALUE: $ 376,400 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

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

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

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

A total budget of $1,500,000.00 is included in the Water Capital Improvement Projects Fund.

Confirmation from David (FNI) of $1,500 in reimbursable expense are included in total contract amount.

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 3/27/25 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Gary Mechler — 2/24/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 2/24/2025
ASST CITY MGR – CFO — DATE

John A. Haislet — 2/24/2025
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
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and Freese Nicholas, Inc., a Texas corporation (the "Consultant"), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

ARTICLE I
SCOPE OF SERVICES

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the "Project"):
Well 6 Capacity Enhancement

ARTICLE II
PAYMENT

2.01 In consideration of the Consultant's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit "B".** Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Three Hundred Seventy-Six Thousand Four Hundred_ and NO/100 Dollars ($376,400.00).

2.02 Virtual Payment Method. For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

(a) Conceptual Design: 15 **calendar days** after the authorization to commence planning.

(b) Preliminary Design: 210 **calendar days** after authorization to commence PPD.

(c) Final Design: 365 **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date(s):

Task A:	Data Collection and Site Visits	0.5 months
Task B:	Well Rehabilitation Contract Document Development and Bid Phase Services	6 months (Design)* + 1 months (Bid)
Task C:	Limited Construction Phase Services	12 months**
	Total Contract Time	**19 months****

* concurrent with Task A

** to substantial completion. Construction duration may be impacted by lead time to obtain pumping motors and equipment.

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates, which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has absolute control shall not be exceeded without written approval from the City. Consultant may request in writing an extension of the contract time due to delays beyond their control. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule ("Recovery Plan"). With the City's approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

(1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant's scope of services and schedule are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be deducted by the City from current amounts owed to Consultant for payment or from final payment.

(2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, or fail, or refuse to complete the Work within the times specified in the Consultant's scope of services and schedule, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS ($250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion of the task(s) in question, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified in the Consultant's scope of services and schedule for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is **$** 1,500,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV
CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V
PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI
FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's ***current*** pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design,

including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII
BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII
CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant’s recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX
CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

9.02 When the original contract amount plus all change orders is $100,000 or less, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than $100,000. For such contracts, when a change order results in a total contract amount that exceeds $100,000, the City Council must approve such change order prior to commencement of the services.

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

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the

Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X
WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have

no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

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

(b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

(c) Consultant shall procure liability insurance covering its obligations under this section.

(d) It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification

other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

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

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI
INSURANCE

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

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

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

(a) Commercial General Liability.

(b) Business Automobile Liability.

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

(d) Professional Liability.

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

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

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

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

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

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

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

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

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

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

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

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

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

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

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

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

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

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

11.07 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "consultant" as identified in this Contract:

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) The workers' compensation/Employer's Liability insurance shall include the following terms:

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

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

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

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

i. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends

during the duration of the project.

vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. obtain from each other person with whom it contracts, and provide to the Contractor:

   A. a certificate of coverage, prior to the other person beginning work on the project; and

   B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the

provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

11.01 Professional Liability Requirements. The following Professional Liability requirements shall apply:

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

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

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

(d) Retroactive date must be shown on certificate.

ARTICLE XII
USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents)

("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

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

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII
TERMINATION

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

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

ARTICLE XIV
MISCELLANEOUS TERMS

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

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

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

City of College Station	Freese and Nichlos, Inc..
Attn: Emily Lopez	Attn: David M Hunn, PE.
PO BOX 9960	1200 Broadway St. Ste. 2320_
1101 Texas Ave	Pearland, TX 77584

College Station, TX 77842 David.Hunn@freese.com_

Elopez@cstx.gov

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

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

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

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

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

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

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

latter controls.

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

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

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

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

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

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

List of Exhibits

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

FREESE AND NICHOLS, INC.

By: Richard Weatherly

Printed Name: Richard Weatherly

Title: Vice President

Date: 2/21/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

John A. Haislet
City Attorney
Date: 2/24/2025

_____
Assistant City Manager/CFO
Date: 2/24/2025

EXHIBIT A
SCOPE OF SERVICES

City of College Station
Well 6 Capacity Enhancement
Scope of Services

Scope Narrative and Assumptions

The City of College Station owns and operates a well field that incorporates a total of 10 potable groundwater wells. These wells are rehabilitated on a recurring, approximately 10-year basis. Rehabilitation may include the cleaning or repairing of screens, removing sediment from within the casing, refurbishing/replacing pumping equipment, adjusting the pump setting and size in response to changes in the aquifer, and other necessary improvements. Groundwater Well No. 6 is scheduled for another round of rehabilitation in the coming years. Over time, aquifer conditions and well field infrastructure have changed, resulting in the original pump design and well field operation becoming obsolete and likely less energy efficient.

College Station's goals for this project include rehabilitation of Well No.6 using the previously developed hydraulic model to identify changes in above ground and below ground head conditions that affect well performance, identifying a sustainable well capacity, adjusting well design points (design flow rate and TDH), and performing well and pump rehabilitation efforts in response to declining well conditions. Design will include lowering the well pump to the lowest allowable depth in anticipation of declining water levels. A new motor control center will be designed and constructed to provide the anticipated power demands to run the well at permitted capacity at the lowest allowable water surface elevation. A new motor will be provided to maximize the performance of the well over the next 15 years. A Variable Frequency Drive (VFD) will be installed to allow for the gradual increase in required power as the water surface declines.

Task A: Data Collection and Site Visits

A1. Data Collection – FNI will utilize information obtained from the construction of Well No. 6, testing and any previous rehabilitation information as well as information from the well field collection system model development for the CITY. FNI will meet with operations staff via conference call to determine existing and desired well operations and any additional information that may be available since development of the Well Field Collection System Model.

A2. Site Visits – FNI will perform one initial site visit of Groundwater Well No. 6 to verify site accessibility for the well rehabilitation rig and observe electrical system components. Project scope also includes no more than two site visits during the construction phase of the project.

A3. Meetings – FNI will attend an in-person kick-off meeting and attend the pre-bid conference. Virtual meetings are included in the scope of service for the bid opening and two design phase progress meetings.

A4. Evaluate Sustainable Well Production Capacity – Evaluate existing data referenced in task A1 to recommend a sustainable well capacity based on specific well capacity, aquifer draw-down, sand production (Rossum test), well video surveys, and casing velocities.

A5. Utilize Previously Developed System Curves for Well Field Collection System – FNI will utilize previously developed system curves for existing groundwater Well No. 6 to help size groundwater well infrastructure.

Task B: Well Rehabilitation Contract Document Development and Bid Phase Services

B1. Develop Well Rehabilitation Contract Documents – FNI will develop a set of contract documents for the rehabilitation of Well No. 6. As part of this effort, FNI will:
   a. Compile and incorporate general conditions and front end documents provided by the CITY.
   b. Develop a detailed bid tab that provides a menu of possible well rehabilitation practices that the CITY can instruct the Contractor to implement during the construction phase.
   c. Develop a groundwater well rehabilitation and pumping equipment technical specification based on currently available information on existing conditions.
   d. Incorporate existing well materials of construction and proposed pump design points into the specifications.
   e. Incorporate pictures and site plans for contractor reference and consideration of well rehabilitation rig placement.

B2. New Motor Control Center Contract Documents – FNI will develop a set of contract documents for replacement of the existing Motor Control Center with new switchgear and VFD. As part of this effort, FNI will:
   a. Design of one (1) medium voltage VFD and one (1) medium voltage switchgear based on medium voltage service is currently available at Well 6.
   b. New electrical equipment will be housed in a pre-fabricated electrical building. Building will include cast in place foundation and HVAC designed by FNI.
   c. Power distribution will include one (1) 480V panel board for air conditioning and one (1) 120 V panelboard for miscellaneous lighting and receptacles.
   d. SCADA design will include an RTU located inside the new pre-fabricated electrical building.
   e. The RTU will be connected to the City's main operator workstation via fiber optic cable. Fiber optic cable will be provided by the CITY with approximately 50 feet of cable spooled inside the existing panel.
   f. As part of the Preliminary Engineering Phase, FNI will determine if the existing 600 KW generator can be used to run the new motor at a lower horsepower. Design of a new generator is not included in the scope of this project.
   g. Deliverables will consist of an Electrical PDR.
   h. Review sets of the electrical design will be submitted for the Electrical PDR as well as the 60% and 90% milestones.

B3. Develop OPCC – Develop an opinion of probable construction cost for the project.

B4. Facilitate CITY Review - Compile and submit review sets for the CITY's review at the Electrical PER, 60%, and 90% milestones. Attend two virtual review meetings w/ CITY and address one round of CITY comments for each of two milestone reviews.

B5. Bid Phase Services – FNI will support the CITY during the bidding phase through the provision of the following services:
   a. Respond to bidder Requests for Information,
   b. Prepare one addendum in response to bidder questions,
   c. Attend one pre-bid conference,

d. Evaluate bids and provide a recommendation of award letter, and
e. Provide six sets of conformed documents.

Task C: Limited Construction Phase Services

C1. Attend Construction Kickoff Meeting – Attend one construction kickoff meeting in person with CITY and General Contractor

C2. Submittal Review – Review seven submittals for the water well and pumping equipment, including:
   a. Up to four Video Surveys
   b. Existing Pump and Motor Inspection Report and Recommendations (if reconditioning)
   c. New Motor Control Center and VFD
   d. New Pumping Equipment and Motor Submittal
   e. New Well and Pump Performance Testing

C3. Respond to four Contractor Requests for Information

C4. Provide guidance to Owner/Contractor on implementing bid items for the water wells and pumping equipment inspection, rehabilitation work and repair or replacement based on Video Surveys and Pumping Equipment Inspection Reports for the well.

Schedule

Task A:	Data Collection and Site Visits	0.5 months
Task B:	Well Rehabilitation Contract Document Development and Bid Phase Services	6 months (Design)* + 1 months (Bid)
Task C:	Limited Construction Phase Services	12 months**
	Total Contract Time	**19 months****

* concurrent with Task A

** to substantial completion. Construction duration may be impacted by lead time to obtain pumping motors and equipment.

Lump Sum Fee Estimate for Engineering Services

Task A:	**Data Collection and Site Visits**	**$27,600**
Task B:	**Well Rehabilitation Contract Document Development and Bid Phase Services**	**$267,700**
Task C:	**Limited Construction Phase Services**	**$79,600**
	Total:	**$374,900**

Assumptions

General condition and Front end documents (Division 00 and 01) will be provided by the CITY and in need of no editing beyond the addition of project titles, project numbers, substantial and final completion durations, liquidated damage amounts, and key bid dates.

Electrical design does not include:
The level of effort assumes that FNI will use the well rehabilitation and pump specification(s) from previous City of College Station well rehabilitation projects to serve as the beginning basis of the contract document development.

AGS and Baseline|DCCM will provide hydrogeologic and surveying services, respectively, as subconsultants to FNI.

Assume that all requested information will be provided by the CITY within two weeks of project kickoff and that FNI will not need to research and obtain additional data from sources such as well drillers, the TDLR, TWDB, and County.

Bid phase services assume that the CITY will publish the advertisement, distribute bidding documents, host and conduct the pre-bid meeting and bid opening, and route contract documents for signature. Bid phase services assume the project is constructed based on an award to the lowest responsible bidder. The CITY will receive and open bids at the appointed time. The CITY will provide bid documents information from all bidders and formal bid tabulation to FNI who will then review bids for completeness, review qualifications, and recommend acceptance of the apparent successful low bidder or rejection of the bid.

Efforts in Task C will be limited to those listed. Additional construction phase services such as additional submittal reviews, walk-throughs, punch-lists, letters of completion, etc. have been omitted and will be provided by others or under separate authorization in accordance with the hourly rates in the attached Rate Schedule.

EXHIBIT B
PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of $0.00 per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for ***actual,*** non-salary expenses at the rate of zero percent ***(0%)*** above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract:
($376,400 includes $1,500 for reimbursable expenses).

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

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford A(XV)	20478
INSURER B : Valley Forge Insurance Company A(XV)	20508
INSURER C : Continental Insurance Company A(XV)	35289
INSURER D : Travelers Casualty and Surety Company A++. XV	19038
INSURER E :	
INSURER F :	

INSURED
Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, TX 76102

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7063394194	10/23/2024	10/23/2025	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 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			7063394177	10/23/2024	10/23/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7063394180	10/23/2024	10/23/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7063394213	10/23/2024	10/23/2025	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
D	Professional Liab.			107930947	10/23/2024	10/23/2025	Per Claim	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: $10,000,000

RE: Well 6 Capacity Enhancement

City of College Station, Texas is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written
contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of College Station, TX
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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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ames & Gough	Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

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March 27, 2025
Item No. 7.4.
Wellborn/George Bush Utility Relocations

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a professional services and construction phase services contract with Bleyl Engineering (Bleyl Interests, Inc. dba Bleyl Engineering) for $114,000 for the Wellborn and George Bush Utility Relocation design.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The project includes the relocation of water utilities at Grove Street to prepare for the TxDOT Bush-Wellborn Crossing (BWX) project. The proposed Wellborn Road crossing will require coordination with Union Pacific Railroad.

The City of College Station received 6 Statements of Qualifications (SOQ). After the review process, Bleyl Engineering was selected as the most qualified firm for the project based on the evaluation criteria in the following categories:

- Firm introduction.
- Demonstrate the competence and qualifications of the individual who will be directly responsible for the management and delivery of the proposed work.
- Demonstrate the technical adequacy of the personnel and sub-consultants to be utilized for the proposed work.
- Demonstrate the experience of the Firm based upon previous work similar to that of the type considered.
- Demonstrate the success of the Firm based upon the record of performance on other projects (both City of College Station projects and projects for other entities).
- Demonstrate the Firm’s history of accuracy of cost estimates and ability to perform within budget constraints.
- Workload capacity and history of performing work within a specified schedule.
- Proposed approach for the design project.

Budget & Financial Summary: Budget in the amount of $310,000 is included for this project in the Water Capital Improvement Projects Fund. A total of $1,180 has been expended or committed to date, leaving a balance of $308,820 for this design contract and future costs.

Attachments:
1. WA2403 Location Map
2. RFQ 24-065 SOQ Response List
3. WA2403 Vendor Signed Contract

Extents
Wellborn and George Bush Utility Relocations
GEORGE BUSH DRIVE WEST
WELLBORN ROAD
MONTCLAIR AVENUE
HIGHLANDS STREET
GROVE STREET
FIDELITY STREET
MARION PUGH DRIVE
MARYEM STREET
PARK PLACE
Project Location
CITY OF COLLEGE STATION
Home of Texas A&M University
0 40 80 160 240
Feet
N

RFQ 24-065

"Wellborn George Bush Utility Relocation"

The following is a list of firms submitting proposals in response to the above-mentioned project:

AARC Consultants, LLC

Bleyl Engineering

Colliers Engineering & Design, Inc

Goodwin-Lasiter-Strong

Kerr Surveying, LLC

Kimley-Horn and Associates, Inc.

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300384 PROJECT #: WA2403 BID/RFP/RFQ#: RFQ-24-065

Project Name / Contract Description: Wellborn George Bush Utility Relocation

Name of Contractor: Bleyl Engineering, Inc.

CONTRACT TOTAL VALUE: $ 114,000.00 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

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

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

■ **NEW CONTRACT** ☐ **RENEWAL #** 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)

Received 6 Statements of Qualifications for AE Design Services. Bleyl Engineering was found to be the most qualified.

A budget of $610,000 is included for this project in the Water Capital Improvement Projects Fund. A total of $1,180 has been expended or committed to date, leaving a balance of $308,820 for the contract and future expenses.

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 3/27/2025 **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

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

9.12.23 UPDATED

CITY OF COLLEGE STATION
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and Bleyl Engineering, Inc., a Texas corporation (the "Consultant"), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

ARTICLE I
SCOPE OF SERVICES

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the "Project"):

Wellborn George Bush Utility Relocations (24-065)

ARTICLE II
PAYMENT

2.01 In consideration of the Consultant's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit "B".** Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed One Hundred Fourteen Thousand and No /100 Dollars ($ 114,00.00).

2.02 Virtual Payment Method. For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

(a) Conceptual Design: 90 **calendar days** after the authorization to commence planning.

(b) Preliminary Design: 90 **calendar days** after authorization to commence PPD.

(c) Final Design: 90 **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date(s):

9/30/2026

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates, which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has absolute control shall not be exceeded without written approval from the City. Consultant may request in writing an extension of the contract time due to delays beyond their control. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule ("Recovery Plan"). With the City's approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

(1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant's scope of services and schedule are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be deducted by the City from current amounts owed to Consultant for payment or from final payment.

(2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, or fail, or refuse to complete the Work within the times specified in the Consultant's scope of services and schedule, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS ($250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion of the task(s) in question, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified in the Consultant's scope of services and schedule for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is **$** 600,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV
CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule

and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V
PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI
FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's *current* pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII
BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII
CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act

on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant’s recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX
CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

9.02 When the original contract amount plus all change orders is $100,000 or less, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than $100,000. For such contracts, when a change order results in a total contract amount that exceeds $100,000, the City Council must approve such change order prior to commencement of the services.

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

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

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X
WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the

City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

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

WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

(b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

(c) Consultant shall procure liability insurance covering its obligations under this section.

(d) It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

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

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI
INSURANCE

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

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

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

(a) Commercial General Liability.

(b) Business Automobile Liability.

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

(d) Professional Liability.

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

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

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

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

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

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

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

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

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

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

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

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

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

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

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

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

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

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

11.07 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "consultant" as identified in this Contract:

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the

subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) The workers' compensation/Employer's Liability insurance shall include the following terms:

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

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

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

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

i. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage

agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the Contractor:

   A. a certificate of coverage, prior to the other person beginning work on the project; and

   B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

11.01 Professional Liability Requirements. The following Professional Liability requirements shall apply:

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

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

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

(d) Retroactive date must be shown on certificate.

ARTICLE XII
USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) ("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

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

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this

Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII
TERMINATION

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

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

ARTICLE XIV
MISCELLANEOUS TERMS

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

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

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

City of College Station	**Bleyl Engineering. Inc.**
Attn: Melissa Thomas	Attn: Steve Duncan
PO BOX 9960	1722 Broadmoor
1101 Texas Ave	Suite 210
College Station, TX 77842	Bryan, TX 77802
mthomas@cstx.gov	sduncan@bleylengineering.com

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

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

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

14.07 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.

14.08 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.

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

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

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

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

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

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

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

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

List of Exhibits

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

BLEYL ENGINEERING INC.

By: Steve E. Duncan

Printed Name: Steve E. Duncan

Title: Senior Director

Date: 3/19/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

Exhibit A
Scope of Services
BWX Water Line Crossing – 2/12/2025

The intent of this project is to replace the existing water line crossing of FM 2154 (Wellborn Road) and the Union Pacific (UP) Railroad at Grove Street with a 16" water line.

1. Design Phase
    - Project management including progress reporting, invoicing, QA/QC, and coordination with client, TxDOT, UP, etc
    - 30% pdf design submittal with drawings
    - 90% and 100% pdf design submittal with drawings, specifications, estimate, and bid form
    - Public meetings are not included in the scope
2. Construction Phase
    - Respond to questions and issues addenda as needed
    - Attend pre-bid and pre-construction meetings
    - Provide pdf of conformed drawings
    - Review submittals, RFI's, change orders, etc
    - Attend construction meetings including the final punch list, 3 month construction time estimated
    - Produce pdf record drawings based on red-line drawings provided by the contractor
    - Field project representation is not included in the scope
3. Surveying (Sub-Consultant)
    - Control tied in with the TxDOT surveying
    - Topographical, improvement and utility surveying utilizing DIG-TESS
    - Potholing and subsurface geophysical canvasing is not included in the scope
    - Right-of-Way and easement determination
    - Legal description and exhibit for proposed easement in the Callaway Villas apartment parking lot.
    - Monitoring during the construction phase
    - Title reports, any easement legal interpretation, and easement acquisition/negotiation to be provided by the City
4. Geotechnical (Sub-Consultant)
    - Drilling consisting of to 2 bores at approximately 20' depth with locations that are assumed to be accessible with truck mounted drilling equipment
5. Environmental
    - Environmental constraints is not included in the scope
6. Construction Materials Testing (Sub-Consultant)
    - Construction materials testing and reporting to verify and document construction compliance with the contract documents.

EXHIBIT B
PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of $ Attachment B 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 Attachment B 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: ($ 114,000.00).

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

-OR-

☐ Payment is a fixed fee in the amount listed in paragraph 2.01 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:

Staff Classifications and Rates are included as Attachment B. Totals per phase are included below...

$ 49,000 Design Phase
$ 15,000 Construction Phase
$ 28,500 Surveying with Rail Monitoring
$ 15,000 Geotechnical
$ 6,500 Construction Materials Testing

$ 114,000 Total

Attachment B

Professional Engineering Fee Schedule
Effective July 1, 2023

Compensation to Bleyl Engineering for all work accomplished shall be according to the Standard Billing set forth in this fee schedule, and will be the sum of all the items listed below unless otherwise provided by a written contract.

Fees may be negotiated using the guidelines outlined in the Manuals and Reports on Engineer Practices No. 45, as published by the American Society of Civil Engineers (ASCE).

The following is a breakdown of rates and fees to be charged by this office:

Staff Classifications and Rates

Principal / Senior Director	**$250.00**	**Construction Manager**	**$165.00**
Associate / Director	**$235.00**	**Project Representative III**	**$130.00**
Senior Engineering Manager	**$220.00**	**Project Representative II**	**$105.00**
Engineering Manager	**$205.00**	**Project Representative I**	**$80.00**
Project Engineer III	**$190.00**	**Senior CAD Designer**	**$155.00**
Project Engineer II	**$170.00**	**CAD Designer**	**$135.00**
Project Engineer I	**$155.00**	**CAD Tech III**	**$115.00**
Graduate Engineer II	**$130.00**	**CAD Tech II**	**$95.00**
Graduate Engineer I	**$115.00**	**CAD Tech I**	**$75.00**
Engineering Assistant	**$75.00**	**Administrative Assistant III**	**$100.00**
Expert Witness Testimony	**$300.00**	**Administrative Assistant II**	**$85.00**
Reg. Prof. Land Surveyor	**$200.00**	**Administrative Assistant I**	**$70.00**

Reimbursable Expenses

Advanced Charges	Cost Plus 10%
Vehicle Mileage	IRS Standard Rate
Reproduction and Travel	Billed At Cost

Method of Billing

Invoices are prepared monthly. Payment is due upon receipt. Interest at the rate of 1½% per month (an annual percentage of 18%) will be charged on all accounts not paid by the 30th day after the billing date. Rates are subject to change without notice.

Exhibit B cont.

Manhour Estimate

		Design Phase		Construction Phase	
Bleyl Engineering	Rate	Hours	Fee	Hours	Fee
Senior Director	$ 250	40	$10,000	20	$ 5,000
Project Engineer 2	$ 170	80	$13,600	-	$ -
Graduate Engineer 2	$ 130	140	$18,200	60	$ 7,800
CAD Designer	$ 135	40	$ 5,400	10	$ 1,350
Admin 2	$ 85	25	$ 2,125	10	$ 850
		325	$49,325	100	$ 15,000

Sub-Consultants	Fee	Markup	Fee
Surveying	$26,000	10%	$28,600
Geotechnical	$14,000	10%	$15,400
CMT	$ 6,000	10%	$ 6,600

Budget

$	600,000	Construction
$	114,000	Engineering*
$	?	Easement Acquisition
$	714,000	Total

*The total fee is 19% of the construction cost. This is due to the project being smaller in scope with significant additional costs associated with the railroad crossing which affects all items except CMT.

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Reaves Insurance 1110 North Loop 336 West; Ste. 520 Conroe TX 77301	CONTACT NAME:	
		PHONE (A/C, No, Ext): (936) 539-1045	FAX (A/C, No): (936) 539-1046
		E-MAIL ADDRESS: clientservices@reavesinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Travelers Insurance Company	19046
INSURED	Bleyl Interests, Inc. dba Bleyl Engineering 100 Nugent Street Conroe Tx 77301	INSURER B : Certain Underwriters at Lloyds of London	32727
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☑ LOC ☐ OTHER:	☑	☑	680-006G774568	12/23/2024	12/23/2025	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY	☑	☑	680-006G774568	12/23/2024	12/23/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	☑	☑	CUP-6G877336	12/23/2024	12/23/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	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	$ $ $
B	Professional Liability	☐	☐	PLC0104601	06/24/2024	06/24/2025	EACH OCCURENCE AGGREGATE	$5,000,000 $5,000,000

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

Certificate Holder listed as additional insured on the GL & Auto policies, with a primary and non-contributory basis on the General Liability and with a Waiver of Subrogation on both policies to the extent of their liabilities assumed under contract, subject to the terms, conditions and exclusions of the policies.

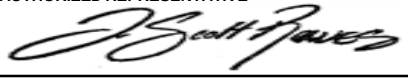
CERTIFICATE HOLDER

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services, Inc. of Florida
4010 W. Boy Scout Boulevard, Suite 200
Tampa, FL 33607

www.aon.com

CONTACT NAME: Questco Risk Management
PHONE (A/C, No, Ext): 936-521-5753 **FAX (A/C, No):**
E-MAIL ADDRESS: coirequest@questco.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Questco Holdings, Inc.
Client Name/Alt. Employer: Bleyl Interests, Inc.
dba Bleyl Engineering
480 Wildwood Forest Drive, Suite 250
The Woodlands TX 77380

COVERAGES **CERTIFICATE NUMBER:** 84295624 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	✓	AMX-221-0001-007	10/1/2024	10/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project /Job#: Project/Job: - ,
Client Name/Alt. Employer: Bleyl Interests, Inc. dba Bleyl Engineering Client ID #: 7838
Main Location: 100 Nugent Street, Conroe, TX 77301 Add't Locations: See Page 2
Workers Compensation coverage is provided for only co-employees of, but not subcontractors to Bleyl Interests, Inc. dba Bleyl Engineering.
Re: Rock Prairie East. Waiver of Subrogation applies to Workers' Compensation in favor of the certificate holder.

CERTIFICATE HOLDER

City of College Station
P.O. Box 9960
College Station TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
David E. Carothers

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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services, Inc. of Florida		Questco Holdings, Inc. Client Name/Alt. Employer: Bleyl Interests, Inc. dba Bleyl Engineering 480 Wildwood Forest Drive, Suite 250 The Woodlands TX 77380
POLICY NUMBER		
AMX-221-0001-007		
CARRIER	**NAIC CODE**	
State National Insurance Company, Inc	12831	**EFFECTIVE DATE:** 10/1/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City of College Station
ADDRESS: P.O. Box 9960 College Station TX 77842

Workers Compensation coverage is provided for only co-employees of, but not subcontractors to Bleyl Interests, Inc. dba Bleyl Engineering.

Additional Locations:
1722 Broadmoor Dr Ste 210, Bryan, TX 77802
7701 San Felipe Suite 200, Austin, TX 78729
10515 Rodgers Rd, Houston, TX 77070

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March 27, 2025
Item No. 7.5.
HOT Grant Contract- Texas 4H Roundup 2025

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a hotel occupancy tax grant in the amount of $50,000 with the Texas A&M AgriLife Extension Service for the Texas 4-H Roundup Conference June 2-5, 2025.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): Staff recommends the City Council approve the Hotel Occupancy Tax Grant for the Texas 4H Roundup.

Summary: The 4H Round-Up occurs during a historically low demand period, weekdays in June, making it a great asset for hotels, restaurants, and retail during the summer months. Visit College Station does receive recognition as a funding partner, is invited to provide a welcome from the City Council, and has other opportunities to interact with attendees or provide attraction information. In 2024, estimated Direct Spending to the community was $1.4 million, with almost $25,000 in local Hotel Occupancy Taxes, and nearly $10,000 in local sales taxes. Based on the current HOT Grant direction, the group qualifies for more than $50,000 based on the 1,250 room nights.

Budget & Financial Summary: The grant is not to exceed $50,000 in Hotel Occupancy Tax dollars.

Attachments:
1. Contract 25300411- Texas 4H Roundup 2025
2. Economic Impact- 2024 4H Roundup

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300411 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Texas 4-H Roundup
June 2-5, 2025

Name of Contractor: Texas A&M AgriLife Extension Service

CONTRACT TOTAL VALUE: $ 50,000(not exceed) **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)
TR0006
31210172
5325

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 03/27/2025 **Agenda Item No*:** N/A

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

N/A _____ _____
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

HOT STIMULUS PROGRAM
AGREEMENT
By and between the
The City of College Station
and
Texas A&M AgriLife Extension Service
2147 TAMU Kleberg Center
College Station, TX 77843

State of Texas
County of Brazos
Amount Awarded $50,000.00

This Agreement is entered into between The City of College Station ("City") and Texas A&M AgriLife Extension Service ("Organization") to authorize and govern the disbursement, use and reporting of funds from the City of College Station Hotel Occupancy Tax Revenue ("HOT Revenue") provided to Organization by City through the HOT Stimulus Program ("Program"). The following event(s) associated with this agreement are as follows:

Texas 4-H Roundup - June 2-5, 2025

WHEREAS, the City Council of the City of College Station, through its Program, is committed to providing HOT funds for programs, activities, and projects that provide for the direct promotion of tourism, and the convention and hotel industry in the City of College Station; and

WHEREAS, the City has established a HOT Stimulus Program providing for a grant amount not to exceed Fifty Thousand Dollars ($50,000.00) ("Grant") and for use by the awarded Organization in the funding of a program that directly promotes tourism and the convention and hotel industry in the City of College Station; and

WHEREAS, the Organization's expenditure of awarded monies shall fall into one of the categories listed in the Texas Tax Code Section 351.101(a); shall directly promote tourism, and the convention and hotel industry in the City of College Station; and shall meet additional criteria as set out in this Agreement; and

WHEREAS, Organization has applied for grant funding under this Program and has qualified for grant funding; and

WHEREAS, the City has authorized payment of grant funds subject to the Organization complying with the terms and conditions of this Agreement, the HOT Stimulus Program and all applicable statutes, ordinances, regulations, and other law;

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

I. EFFECTIVE DATE, TERM AND EVENTS

Unless terminated earlier as set forth elsewhere in this Agreement, the duration of this Agreement shall be from its Effective Date which is the date it is approved by both parties through the completion of all HOT Stimulus Program requirements for the event contemplated hereunder per Exhibit "A" provided that the parties understand and agree the term of the Agreement shall not exceed five (5) years.

II. ADDITIONAL TERMS AND INTERPRETATION

Organization has submitted its HOT Stimulus Program Application which is attached hereto and made a part hereof as Exhibit "A." Organization agrees to adhere to said Application except in the event of a direct conflict with the terms hereof in which case the terms of this Agreement prevail. Further, in the event of a conflict between the terms of this Agreement as prepared by the City and the terms set forth in one or more documents submitted by Organization comprising a part of this Agreement the terms prepared by City prevail.

The tentative Schedule of Events is attached hereto as Exhibit "B" and made a part hereof. Organization represents that the Schedule of Events accurately reflects the intention of the type, size, and other aspects of the event(s) to which this Grant relates. If the Schedule of Events substantially changes, Organization must advise City and obtain City's approval of such change in order to maintain eligibility for some or all of the Grant as determined by City.

Exhibit "C-1" sets forth the specific criteria that must be met by Organization to be eligible for certain Grant amounts as set forth therein. Exhibit "C-1" is attached hereto and incorporated by reference herein.

III. GENERAL OBLIGATIONS AND CONDITIONS

A. ORGANIZATION. In order to receive and keep HOT stimulus money under the Program and as set out in this Agreement the Organization agrees to adhere to the following:

1. Good Standing. Currently be and maintain itself as an Organization in legal and financial good standing for the duration of this Agreement. For the purposes of this Agreement, Organization is in good standing unless the Organization fails or failed to meet any obligation under any prior or

existing agreement including this Agreement with the City and has not been recognized subsequently by the City as an Organization in good standing.

.

2. Maintain Records. Maintain financial records related to the expenditure of HOT Revenue provided to Organization by the City under this Agreement at all times in accordance with Generally Accepted Accounting Principles and follow the rules and regulations for entities organized under Section 501 of the Internal Revenue Service (IRS) Tax Codes as applicable. Organization shall make these financial records available to City upon request.

   At a minimum, Organization shall maintain and make available to City upon reasonable notice and during regular business hours the following records:

   (a) Type, general. Maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of the Grant under the terms of this Agreement.

   (b) Post event reports. Provide post event reports in accordance with the provisions as set forth elsewhere in this Agreement.

   (c) Audit. Upon request by City, a copy of the Organization's annual financial audit of hotel occupancy tax funds received from City under this Agreement shall be made available to City no later than sixty (60) days following Organization's receipt of the request. In the event there is no annual financial audit conducted then an annual compilation report prepared by a reputable third party Certified Public Accountant shall be acceptable.

   (d) Conform. Ensure that the documentation conforms to the City's accounting practices.

   This subsection shall survive termination of this Agreement for five years.

3. Provide Information. Upon request from the City, complete and provide City with standard budgetary and Program information, as well as any other information City in its judgment and determination reasonably request that relates to this Agreement and City's obligation to ensure compliance with section III.A.2. above.

4. Representative. Submit the names, addresses, contact phone numbers, and email addresses of two (2) designated representatives to City within ten (10) business days of the effective date of this Agreement. Organization representative(s) are responsible for all communication between City and

the Organization, and are responsible for dispersing pertinent information to the Organization's Board, administration, and membership.

5. Allowed Use of Funds. Use of the Grant is limited by law. Funds from the Grant may only be used exclusively and directly for enhancing and promoting tourism, and the convention and hotel industry, and only in the ways as set forth herein. In addition to meeting all the terms of this Agreement, Organization understands and agrees to adhere to the Texas Tax Code allowed uses of HOT Revenue for use of its Grant funds. Particularly, Organization must adhere to the requirements set out in Sections 351.101/Use of Tax Revenue and 351.108/Records of the Texas Tax Code. Specific performance requirements for Organization as well as a summary of the proper uses of HOT Revenue in meeting such requirements are attached as Exhibits "C-1" and "C-2" respectively, and are incorporated herein and made a part hereof by reference. Further details regarding the proper expenditure of HOT Revenue may be found at the following website: https://statutes.capitol.texas.gov/.

6. Post-event Reporting. Provide City with all post-event reports within sixty (60) days of the end of each event as further detailed elsewhere in this Agreement. Failure to do so may result in Organization forfeiting the receipt of additional Grant funds and/or may require reimbursement of some or all of Grant funds actually received upon written request from the City.

7. No Solicitation. The Organization shall not solicit additional funds from the City or any other HOT funding entity for the event identified on Exhibit "A" for the duration of this Agreement.

8. Separate account. Unless expressly agreed otherwise by City in writing, maintain a separate account specifically and exclusively for the use of City HOT funds granted to the Organization. HOT Revenue funds shall be classified as restricted funds for accounting or auditing purposes.

9. Property Damage. Organization agrees to assume all responsibility for any damages to City property and facilities resulting from Organization's use. Should the Organization not comply, Organization will (a) forfeit the receipt of Grant funds for any property damage, replacement, and repairs, in the amount determined by City in its sole discretion, or (b) if Organization has already received Grant funds from the City, Organization may be invoiced by the City for any property damage, replacement, and repairs, in the amount determined by the City in its sole discretion.

B. CITY. In exchange for performance by Organization as set forth in this Agreement, City agrees to do the following:

1. Presentation. Present the Organization to local/regional government entities at budget meetings or discussions of disbursement of HOT Revenue or other municipal funds used promote tourism activities. Matters which the Organization wishes City to bring before governmental entities must be presented to City in sufficient time for appropriate action. Such request by the City shall be made within the term of this Agreement.

2. Grant funds. Provide the Organization with Grant funds in the amounts and for the events detailed on Exhibit "B" to this Agreement, attached hereto and incorporated herein for all purposes, at the times and in the manner provided under this Agreement.

IV. ADVERTISING AND PROMOTION

A. Organization shall:

a. Use the officially approved and sanctioned current Visit/Compete College Station logo(s) to be provided electronically by the City; and

(b) Include Visit/Compete College Station logo(s) on all event sponsor lists.

V. POST-EVENT REPORTS

A. Content. Unless mutually agreed upon otherwise, required post-event reports must consist of the following and must be submitted electronically through the online grant website https://www.grantinterface.com/Home/Logon?urlkey=collegestation :

1. Hotel Room Night Information (if applicable)
2. Event Expense Report detailing proper use of HOT Funding
3. Registration of Attendees
4. Proof(s) of Advertisement(s)

B. Out-of-town guests. Organization shall monitor the number of out-of-town guests who stay in College Station lodging properties that pay the local Hotel Occupancy Tax in relation to each event.

C. Audit. Reported room nights will be subject to an audit by City through the City Manager's Office or the City Manager's designee.

City may, for the purpose of auditing reported room nights generated, disregard any survey of attendees with lower than a 75 percent response rate. Only room nights

subject to the local Hotel Occupancy Tax will count toward the minimum room night requirement for the event.

D. Presentation to City council. If requested, the Organization shall make an annual report and presentation to the College Station City Council, which shall conduct a monitoring review of the Organization as deemed necessary by the City to evaluate compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring and reviews.

E. Disbursement of Grant funds. Funds will be disbursed for each event once all post-event reports and accounts are provided pursuant to this Agreement, or on the date specified by the City. The City may alter the payment schedule without notice.

VI. LIABILITY AND INDEMNIFICATION

A. **Indemnification. To the extent authorized by the Constitution and Laws of the State of Texas, the Organization shall indemnify, hold harmless, and defend City, its elected 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 Program. 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 Organization, 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.**

B. **Release. The Organization assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges City, its officers, elected officials, 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 Organization'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 City, any other party released hereunder, the Organization, 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.**

VII. INSURANCE

The Organization is an agency of the State of Texas. As such, the Organization is self-insured against the liabilities and other risks associated with its activities and obligations under this Agreement and for any which it is liable under the *Texas Tort Claims Act*. Following this limited exposure, the Organization is protected by the doctrine of sovereign immunity. See Exhibit D hereto.

VIII. CHANGES AND DEFAULT

A. Change of scope. Any changes to the scope, objective or content of the event for which the Grant is to be used or which will affect the budget provided with the Organization grant application must be submitted to City through the grant website as soon as reasonably possible.

B. Changes to be compliant. Changes to the scope, objective or content of the event and changes in the budget must remain within the guidelines of the use of Grant funds as set forth in this Agreement.

C. Default.

(1) Grant funds when in default. If Organization fails to comply with one or more tenets of this Agreement it may be declared to be in default by City, and may result in the loss, forfeiture or refund of some or all of the Grant funds.

(2) Early Termination upon default. Organization agrees to comply with all the rules, regulations, responsibilities, and stipulations of this Agreement as well as all regulations reasonably adopted by the City in regard to the use and allocation of Grant funds as provided herein. Any violation of such rules by Organization, if not cured within fifteen (15) days after written notice from City may result in the termination of this Agreement.

IX. MISCELLANEOUS PROVISIONS

A. Time. Time is of the essence in the performance of this Agreement.

B. Law and venue. This Agreement shall be governed by and interpreted under the laws of the State of Texas applicable to contracts made and to be performed therein without giving effect to the principles of conflict of laws thereof. The parties hereto agree that any legal suit, action, or proceeding among them arising out of or relating to this Agreement shall be brought exclusively in the courts of Brazos County, Texas.

C. Headings and captions. The headings and captions contained in this Agreement are for convenience of reference only and shall have no bearing on the interpretation or enforcement of this Agreement.

D. Severability. If any term, condition, or provision of this Agreement or the application thereof to any circumstance shall be invalid, unenforceable, or illegal to any extent, the remaining terms, covenants, conditions, and provisions of this Agreement shall not be affected and each remaining term, covenant, condition, and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law. 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

E. Multiple originals. This Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same agreement.

F. No agency. Organization agrees Organization is not an agent or representative of the City and the obligation to compensate Organization, its employees, personnel, contractors, and subcontractors shall be the responsibility of Organization. Organization, its employees, personnel, contractors, and subcontractors shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

G. Notice. Any official notice under this Agreement shall be sent to the following addresses

City of College Station:
Attn: Jeremiah Cook
1207 Texas Ave.

College Station, TX 77842
jcook@cstx.gov

Organization:
Texas A&M Agrilife Extension
Attn: AgriLife Contract Office
578 John Kimbrough Blvd., 4th Floor
2147 TAMU
College Station, TX 77843-2147
Email: contracts@ag.tamu.edu
Phone: 979-845-7879

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

1. Boycott Israel. If this Agreement is for goods and services subject to § 2271.002 Texas Government Code, Organization verifies that it i) does not

boycott Israel; and ii) will not boycott Israel during the term of this Agreement;

2. Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Organization 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

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

I. Exhibits**.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes, as shown below:

A. Organization's HOT Stimulus Program Application
B. Tentative Schedule of Events/Agenda
C. Performance Requirements and Allowed Uses of Grant
D. Insurance Letter

[Signature Page Follows]

City of College Station
Acting by and through:

_____
City Manager or Designee's Signature

_____
Printed Name

_____
Title

_____
Date

_____
Assistant City Manager/CFO
Date: _____

Organization
Acting by and through:

Montza Williams
Printed Name

Texas A&M AgriLife Extension Service
Organization

Program Director
Title

3/11/2025
Date

Montza Williams
Signature

Contract No. 25300411
HOT Stimulus Program Agreement
Texas A&M AgriLife Extension Service
Form 11-20-2024

Exhibit A
Organization's HOT Stimulus Program Application

Texas 4-H Roundup

Updated College Station Event Funding Application

Texas A&M AgriLife Extension Service

Jana Barrett
2147 TAMU Kleberg Center
College Station, TX 77843

texas4h@ag.tamu.edu
O: 979-845-6533
M: 9792206043
F: TAMU AgriLife Extension

Jana Barrett

1470 William D Fitch Parkway
College Station, TX 77845

jcbarrett@ag.tamu.edu
O: 979-458-0910
M: 979-220-6043
F: 979-845-6495

Application Form

Event or Expenditure Description

Event Name*
Texas 4-H Roundup

Event Website
Website where event information (details, registration, etc.) may be found.

https://sites.google.com/view/texas4hroundup

Event Type*
Select the type that best fits your event.

Convention

Event Start Date*
The date the event is scheduled to begin.

06/02/2025

Event End Date*
The date the event is scheduled to end.

06/05/2025

Event Description*
Detailed description of the event.

The Texas 4-H Roundup encompasses around 50 competitive events, with some requiring individuals or teams to qualify at the county and district levels. Additionally, there are invitational contests available for Senior level (9th-12th grade) 4-H members, providing them with an opportunity to participate without the need for qualification. This program is strategically designed to complement the county 4-H program, offering valuable learning experiences in Agriculture & Livestock, Family & Community Health, Leadership & Citizenship, Natural Resources, and STEM. Texas 4-H remains dedicated to preparing youth for challenges in childhood, adolescence, and adulthood. This commitment is upheld through a well-coordinated, long-term, and progressive series of educational experiences that aim to enhance life skills and foster the development of social, emotional, physical, and cognitive competencies.

Schedule of Events

Please upload the event schedule. If not available, please upload the most recent event's schedule for reference.

2025 Roundup Schedule.pdf

Host Venue/Facility*

Primary location where event will be held in College Station.

Texas A&M University Campus facilities (Reed Arena, Rudder, MSC, Rosenthal, Pearce Pavilion, Hildebrand Equine Complex) City venues : Brazos County Expo, Anderson Bible Church

Total number of hotel room nights expected?*

Sum of all hotel rooms over the course of the event.

1250

Nights Hotel Rooms are Needed*

Select the days of the week hotel rooms will be needed for attendees.

Sunday
Monday
Tuesday
Wednesday
Thursday

List host hotel or hotels that currently have a block of rooms for this event:*

List the ***College Station*** hotels currently holding a contracted room block for the event.

https://sites.google.com/view/texas4hroundup/hotel-room-blocks?authuser=0

Aggieland Boutique
Best Western Plus
Courtyard Bryan College Station
Embassy Suites
Hampton Inn & Suites
Hawthorn Suites
Hilton Conference Center
Home2 Suites
Hyatt Place
La Quinta North
La Quinta South
Microtel
TownePlace Suites
Wingate by Wyndham
Wyndham Garden Inn

Tracking Out-of-town guests*

It is ***required*** that you determined how the event will track out-of-town guests, demonstrating that the event will attract tourists that will support the tourism and hotel industry in College Station.

Describe the tracking method here:

Through room blocks as well as survey to gather hotel occupancy onsite at registration pickup as well as we will ask at registration where they "plan" to stay. We are working on ways to incentivize counties to stay at hotels, versus AirBnb or other locations. This is something the FFA Convention offers their ag teachers through their room block systems (which are much more massive). They give registration discounts for ag teachers who book through the block vs on their own, etc.

Events without Spectators

Number of expected attendees/participants:*

3000

Out-of-Town Percentage

Estimated percentage of attendees from outside a 50 mile radius of College Station.

85

Funding Agreement Acknowledgement

As you continue through the review process, we may ask for additional information. This may include:

- Proposed Schedule of Activities
- Evidence of Commitment for the Event
- Tax Exempt Certificate
- Previous Year's Event Budget
- 501(c) Certificate
- Proof of Insurance

I have read the HOT Tax Stimulus Application Process including the Rules Governing the Application and the Reimbursement Process.

I fully understand the HOT Stimulus Fund Application Process, Rules Governing the Application and the process established by the City of College Station. I intend to use these funds for the aforementioned event/project to forward the efforts of Brazos County and Visit College Station in directly enhancing and promoting tourism and the tourism and hotel industry by attracting visitors and hotel guests from outside Brazos County into the city or its vicinity.

I understand that if I am awarded funds through the HOT Stimulus Program, any deviation from the approved project or from the Rules Governing the Application may result in the partial or total withdrawal of the HOT Stimulus Fund or a requirement to refund any and all funds received.

Entity Name (As it appears on line 1 of W9 form)*

Texas A&M AgriLife Extension Service

Applicant Name*

By entering your name you are agreeing to the above statement.

Jana Barrett

Date*

01/30/2025

Contract Signatory

Contract Signatory Name*

Please note the name of the representative that will be signing the contract on behalf of your organization, if approved.

Dr. Montza Williams

Contract Signatory Email*

Please note the email of the representative that will be signing the contract on behalf of your organization, if approved.

montza.williams@ag.tamu.edu

Funding Request Overview

Amount Requested*

Total amount of funds requested for the event.

$50,000.00

Grant Dependent*

Is the event being held in College Station contingent on receiving HOT Stimulus Funds?

No

Fund Expenditures*

Provide a detailed description of how the HOT Stimulus Funds will be utilized for the event.

Roughly half of the estimated budget for 2024 Texas 4-H Roundup will be facility and operational costs. Operational cost include awards, meals and entertainment aspects of the event. Texas 4-H plans to utilize funds to continue offsetting registration costs in order to make attendance affordable and continually achieve record-breaking attendance. We host over 50 contest which require specific facility needs. We then host nightly assemblies to honor the successes of the 4-H members, present awards and celebrate with their peers. Jana Barrett Texas 4-H Youth Development

We also host various scholarship banquets through the Texas 4-H Foundation. Each year over 200 Texas 4-H member are awarded just over $2,000,000 in scholarships. One of the key components that has led to the success and growth of this event is marketing and promotion. By effectively promoting this event statewide to 4-H members and families, it is clear that Texas 4-H Roundup has inspired clientele to approach the event with excitement and vigor. A key component for increased
attendance and repeat visitors is the hospitality received by 4-H members during their stay in Bryan-College Station. This is largely attributed to the local marketing and promotion efforts among various establishments and media outlets. Before and after the event, 4-H Roundup continually received media coverage and attention. This was achieved through the implementation of new technologies which will continue to be utilized in 2025. Examples include the Texas event website and social media promotions.

List other means of financial support/sponsorships/grants - including in-kind support

Include Name and Amount to Receive

We have established a sponsorship packet which can be found at https://interland3.donorperfect.net/weblink/weblink.aspx?name=E352991&id=112. Registration for participants also provides approximately half the income to help offset the cost of the event. Typically we receive about $40,000-$50,000 from Texas A&M University System, President's office, COALS and AgriLife Extension in cash and in-kind support.

Referral

We hope you will consider recommending College Station as a potential host for other events. Please let us know below if there are events, conferences, meetings, seminars, tournaments, festivals, etc. you believe would be a great fit for College Station.

Additional Events with Organization

Are there other events hosted **by your organization** that you would consider College Station as a host community? If so, please list them below.

Texas 4-H State Horse Show
Multi-District Livestock Judging
Texas 4-H Council training
Ambassador Trainings (Livestock, Poultry, Water, STEM and Healthy Lifestyles)
Healthy Lifestyle Super Summit has been added to the Sunday/Monday before Roundup to help bring in additional attendees. As well as in 2023 we brought back our College/Career Fair which we hope will continue to grow and attract additional attendees outside those planning to just compete. The Texas 4-H Foundation Gala will be hosting it's 4th year of event as well in conjunction with Texas 4-H Roundup.

Other Organization's Events

Are there **other organizations or events** you believe would benefit from learning more about the College Station HOT Funds Stimulus Program? If so, please list them below.

File Attachment Summary

Applicant File Uploads

- 2025 Roundup Schedule.pdf

Exhibit B
Tentative Schedule of Events

Event Date	Event Title	Allocated Funds
1.		
2.		
3.		
4.		
5.		
6.		

TENTATIVE SUBJECT TO CHANGES

Updated 9/3/2024

2025 Schedule of Events

****** IF YOU RECEIVE A DIRECT EMAIL FROM YOUR CONTEST SUPERINTENDENT THAT DIFFERS FROM THE INFORMATION BELOW, PLEASE EMAIL JCBARRETT@AG.TAMU.EDU SO THAT WE CAN CORRECT. GO WITH THE INFORMATION THAT IS PROVIDED DIRECTLY FROM CONTEST SUPERINTENDENT******

Green highlighted items denotes College Career Fair / Workshops

CONTEST TIMES ARE DENOTED AS CHECK-IN TIMES. CONTEST WILL BEGIN AS SOON AS ALL CONTESTANTS ARE CHECKED IN. IF NOT CHECKED IN WITHIN REASONABLE TIME FRAME, YOU WILL BE CONSIDERED A FORFEIT. FOR THOSE CONTEST WITH HEATS, BE SURE AND FOLLOW THE ASSIGNED TIMES BY THE CONTEST SUPERINTENDENT

MONDAY, JUNE 2, 2024		
TIME	**CONTEST/EVENT**	**LOCATION**
1:00 - 7:00 pm	Registration	Reed Arena Concourse
12:00 – 2:00 pm	College/Career Fair Booth Set-up	Reed Arena Floor
2:00 - 5:00 pm	College/Career Fair	Reed Arena Floor
4:00 PM	Say Yes to FCS!	Reed Arena Floor
5:30 – 7:00 pm	Texas 4-H Roundup Kickoff Event – Keynote TBD	Reed Arena Floor
7:00 - 7:30 pm	Dinner Provided to Kickoff Participants	Reed Arena Floor
7:30 – 9:00 pm	Texas 4-H Council At-Large Delegate Candidate Presentations	Reed Arena Floor
9:00 - 10:30 pm	Agents Got Talent!!!	Reed Arena Floor
TUESDAY, JUNE 3, 2025		
TIME	**CONTEST/EVENT**	**LOCATION**
7:00 am – 7:00 pm	Registration	Reed Arena Concourse
7:00 am - 10:00 am	**Trade Show - Vendor Set-up**	**Reed Arena Concourse**
7:15 am	Livestock Skill-a-thon Check-in	Hildebrand Equine Complex
7:45 am	Fashion Show Check-in – Dressing Rooms Open	Richard and Patsy Wallrath AgriLife Extension Bldg
7:30 am	3D Archery Check-in	Brazos County Archery Club – Hwy 21 (1715 Louis St, Bryan, TX 77803)
8:00 am	Food Show Check-in	Brazos Expo Center
8:00 am	Range & Pasture Grass Identification Check-In	Horticulture/Forest Science Bldg - Room 124 (Come in loading dock at back of building) 495 Horticulture Rd
8:00 am	Leaders for Life Contest Check-in **Wave 1**	Rudder - Room 301
8:30 am	Agricultural Products Identification Check-in	Reed Arena Practice Gym
8:00 am	Robotics Challenge Check-in	Reed Arena - Floor
8:00 am	Fashion Show Judges Orientation	Richard and Patsy Wallrath AgriLife Extension Bldg
8:00 am	Livestock Quiz Bowl Check-in	Grace Bible Church Creekside Campus, 4601 Williams Creek Dr, College Station, TX 77845
8:00 am	Horse Quiz Bowl Check-in	Grace Bible Church Creekside Campus, 4601 Williams Creek Dr, College Station, TX 77845
8:00 am	Family & Community Health Quiz Bowl Check-In	Grace Bible Church Creekside Campus, 4601 Williams Creek Dr, College Station, TX 77845

TENTATIVE SUBJECT TO CHANGES

Updated 9/3/2024

8:00 am - 11:30 am	Fashion Show Dressing Rooms open	Richard and Patsy Wallrath AgriLife Extension Bldg
8:00 am	Photography Judging Check-in	AgriLife Center
9:00 - 10:00 am	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
9:00 - 10:00 am	WORKSHOP	Reed - 2nd floor (Kyle Field Side)
10:00 - 10:30 am	WORKSHOP	
10:00 am - 4:00 pm	**TRADE SHOW**	**Reed Arena Concourse**
10:30 am	Leaders for Life Contest Check-in **Wave 2**	Rudder - Room 301
10:30 - 11:30 am	WORKSHOP	Reed - 3rd Floor (Reed Arena Side)
10:30 - 11:30 am	Community Service Activity	Reed - 2nd Floor (Reed Arena Side)
11:30 - 12:30 am	LUNCH BREAK	Reed
9:00 am - 11:00 am	Fashion Show Judging **ASSIGNMENTS WILL BE SENT TO CONTESTANT FAMILY EMAIL**	Richard and Patsy Wallrath AgriLife Extension Bldg *Categories at this location:* *Buying Business/Interview Attire* *Buying Fantastic Fashions Under $25* *Buying Semi-Formal to Formal* *Buying Special Interest* *Construction Everyday Living* *Construction ReFashion* *Construction Semi-Formal to Formal* *Construction Theatre/Costume* *Natural Fibers* • *Wool/Mohair/Alpaca* • *Cotton*
11:00 am – 3:00 pm	Food Show District Interview Judging Times **ASSIGNMENTS WILL BE SENT TO CONTESTANT FAMILY EMAIL**	Brazos Expo Center
12:00 pm	Range & Pasture ID Lunch/Awards	Ecology and Natural Resources Training Area (ENRTA Range Area)
1:00 - 2:00 pm	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
1:00 - 2:00 pm	WORKSHOP	Reed - 2nd floor (Reed Arena Side)
1:00 - 2:00 pm	WORKSHOP	Reed - 3rd floor (Reed Arena Side)
2:30 pm - 4:00 pm	Public Fashion Show & Awards	Reed Arena - Stands
2:00 - 2:30 pm	WORKSHOP BREAK - Explore Trade Show Area	
2:30 - 3:30 pm	WORKSHOP	Reed - 3rd Floor (Reed Arena Side)
2:30 - 3:30 pm	Community Service Activity	Reed - 2nd Floor (Reed Arena Side)
6:00 pm	Winner Lineup Reception (For Top 3 Teams / Top 3 Individuals)	Reed Arena Practice Gym
7:00 pm	Awards Assembly	Reed Arena
Following Assembly	4-H Dance – Featuring MoBetta DJs	Reed Arena
11:00 pm	Curfew	Reed Arena

WEDNESDAY, JUNE 4, 2025

TIME	CONTEST/EVENT	LOCATION
6:30 am	Qualifying Livestock Judging Check-in	Pearce Pavilion
7:00 am – 7:00 pm	Registration	Reed Arena Concourse
7:30 am	Consumer Decision Making Check-in	Memorial Student Center (Bethancourt)
7:30 am	Qualifying Meat Judging & Identification Check-in	Rosenthal Meat Center
7:30 am	Invitational Meat Judging & Identification Check-in	Rosenthal Meat Center
7:30 am	Soil Judging Check-in	Scott's Miracle Grow Turfgrass Center
7:30 am	Qualifying Horse Judging Check-in	Hildebrand Equine Complex
7:30 am	Wool Judging Check-in (Mohair only will check in at 10:00 am)	Hildebrand Equine Complex

TENTATIVE SUBJECT TO CHANGES

Updated 9/3/2024

8:00 am	Range Evaluation Check-in	Ecology and Natural Resources Training Area (ENRTA Range Area)
8:00 am	Food Challenge Check-in DISTRICTS in check-in waves **ASSIGNMENTS WILL BE SENT TO CONTESTANT FAMILY EMAIL**	Reed Arena – Stands
8:30 am	Entomology ID Check-in	Heep Center Room 103
8:30 am	4-H Talent Showcase Check-in: Musical/Instrumental	Rudder – Theater
8:30 am	4-H Talent Showcase Check-in: Vocal	Rudder – Auditorium
8:30 am	4-H Talent Showcase Check-in: Variety Show	Rudder -Theater
8:30 am	4-H Talent Showcase Check-in: Choreographed Routines	Rudder – Auditorium
9:00 - 10:30 am	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
9:00 - 10:00 am	WORKSHOP	Reed - 2nd floor (Kyle Field Side)
10:00 - 10:30 am	WORKSHOP BREAK - Explore Trade Show Area	
9:10 am	Food Challenge Check-in DISTRICTS in check-in waves **ASSIGNMENTS WILL BE SENT TO CONTESTANT FAMILY EMAIL**	Reed Arena – Stands
10:00 am - 4:00 pm	**TRADE SHOW**	**Reed Arena Concourse**
10:00 am	Mohair ONLY Judging Check-In (If competing in Wool, check in at 7:30 am)	Hildebrand Equine Complex
10:30 - 11:30 am	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
10:30 - 11:30 am	WORKSHOP	Reed - 2nd floor (Reed Arena Side)
11:30 - 12:30 am	LUNCH BREAK	Reed
11:30 am - 1:00 pm	**Salute to Excellence Luncheon**	**AgriLife Center**
1:00 pm	Food Challenge Awards	Reed Arena – Stands
1:00 - 2:30 pm	WORKSHOP	Reed - 3rd floor (Kyle Field Side)
1:00 - 2:00 pm	WORKSHOP	Reed - 2nd floor (Kyle Field Side)
2:00 - 2:30 pm	WORKSHOP	
2:30 PM	Wool & Mohair Judging Awards (jointly)	Hildebrand
2:30 pm (NEW TIME)	**Qualifying Livestock Judging Awards**	**Reed Arena - Stands**
2:30 - 3:30 pm	WORKSHOP	Reed - 3rd floor (Reed Arena Side)
1:00- 3:30 pm	Community Service Activity & Quilts of Valor	Reed - 2nd floor (Reed Arena Side)
3:00 pm - 4:00 pm	4-H Talent Showcase Prop Unloading and Walk-thru- THURSDAY CATEGORIES ONLY	Rudder - Loading Dock
3:00 pm	Consumer Decision Making Awards	Reed Arena Practice Gym
3:30 pm (NEW TIME)	**Invitational Meat Judging Awards**	**Reed Arena – Stands**
3:30 pm (NEW TIME)	**Qualifying Meat Judging Awards**	**Reed Arena – Stands**
4:30 pm *(by invitation only)*	**San Antonio Livestock Exposition Scholarship Banquet**	**Memorial Student Center - Bethancourt**
4:30 pm	Qualifying Horse Judging Contest Awards	Reed Arena - Stands
6:00 pm	Winner Lineup Check In	Reed Arena Practice Gym
6:00 pm	Winner Lineup Reception (For Top 3 Teams / Top 3 Individuals)	Reed Arena Practice Gym
7:00 pm	Assembly and Scholar Recognition	Reed Arena
Following Assembly	4-H Dance – Featuring MoBetta DJs	Reed Arena
10:30 pm	Curfew	Reed Arena

THURSDAY, JUNE 5, 2025

TIME	CONTEST/EVENT	LOCATION
7:00 am – 7:00 pm	Registration	Reed Arena Concourse
7:00 am	Invitational Livestock Judging Contest Check-in	Pearce Pavilion
7:30 am	Hippology Check-in	Hildebrand Equine Complex
7:30 am	Agriculture & Natural Resources Education Presentation Check-in	MSC 2406A
7:30 am	Open Education Presentation Check-in	Rudder Tower 601
7:30 am	Health & Wellness Education Presentation Check-in	MSC 1400
7:30 am	Animal Science- Small Animal Educational Presentation Check-in	Rudder Tower 707
7:30 am	Open - Family Community Health Check-in	Rudder Tower

TENTATIVE SUBJECT TO CHANGES

Updated 9/3/2024

7:30 am	Beef Education Presentation Check-in:	MSC 2405
7:30 am	Swine Educational Presentation Check-in:	MSC 2401
7:30 am	Sheep and Goat Educational Presentation Check-in:	MSC 2406B
8:00 am	4-H Science Fair Poster Check-in	Rudder Exhibit Hall
8:00 am	Horse Education Presentation Check-in	Rudder Tower 410
8:00 am	STEM Educational Presentation Check-in	Rudder 404
8:00 am	Safety & Injury Prevention Education Presentation Check-in	Rudder Tower 401
8:30 am	Promote 4-H Education Presentation Check-in	Rudder Tower 302
8:00 am	Duds to Dazzle Check-in - All contestants	Reed Arena - Stands
8:00 am	Healthy Lifestyles Invitational Check-in	Reed Arena Practice Gym
8:00 am	Poultry Judging Check-in	TAMU Poultry Science Center
8:00 am	Public Speaking Check-in **ALL CONTESTANTS**	Rudder Tower 501
8:00 am	Wildlife Challenge Check-in	Ecosystems Management Field Lab
8:30 am	4-H Talent Showcase Check-in: Solo/Band Performance	Rudder – Theater
8:30 am	4-H Talent Showcase Check-in: Poetry Prose	Rudder – Theater
8:30 am	4-H Talent Showcase Check-in: Celebrate 4-H	Rudder – Auditorium
9:00 - 10:00 am	WORKSHOP	
9:00 - 10:00 am	WORKSHOP	
10:00 - 10:30 am	BREAK - Explore Trade Show	Reed
9:00 am	Vet Science Skill-a-thon Check-in	TAMU Vet School
10:00 am - 12:00 pm	**TRADE SHOW**	**Reed Arena Concourse**
10:30 - 11:30 am	WORKSHOP	
10:30 - 11:30 am	Community Service Activity	Reed - 2nd Floor (Reed Arena Side)
11:30 - 12:30 am	LUNCH BREAK	Reed
1:00 - 2:00 pm	WORKSHOP	
1:00 - 2:00 pm	WORKSHOP	
2:00-2:30 pm	BREAK - Explore Trade Show	Reed
1:30 - 2:30 pm	Healthy Lifestyles Awards	AgriLife Center
1:30 pm	Duds to Dazzle Awards	Reed Floor
2:30 - 3:30 pm	WORKSHOP	
2:30 - 3:30 pm	Community Service Activity	Reed - 2nd Floor (Reed Arena Side)
2:00 pm	Final Duds to Dazzle Check-in	Reed Floor
2:00 pm	Hippology Contest Awards	Reed Arena Stands
3:00 pm	Invitational Livestock Judging Contest Awards	Reed Arena Stands
4:00 pm	Wildlife Challenge Awards	Reed Arena Stands or 2nd Floor
4:30 pm *(by invitation only)*	**Houston Livestock Show and Rodeo Scholarship Banquet**	**Memorial Student Center - Bethancourt**
6:00 pm	PROFESSIONAL HEADSHOT PHOTOS BY Rathmann Photography (Tentative)	Reed Arena
6:00 pm	4-H Tailgate	North Lawn under the big tent
6:00 pm	Winner Lineup Reception (For Top 3 Teams / Top 3 Individuals)	Reed Arena Practice Gym
6:00 pm – 10:30 pm (pre purchase ticket holder only)	**Texas 4-H Foundation Gala**	**The Zone Club at Kyle Field**
7:00 pm	Awards Assembly	Reed Arena Floor
Following Assembly	Closing Concert - TBD	Reed Arena Floor
11:00 pm	Curfew	

Exhibit C

Exhibit C-1
Specific Performance Requirements

HOT Stimulus Program Guidelines for Conventions

The final payment amount that will be issued to **Texas A&M AgriLife Extension Service** is dependent upon the ***total number of hotel room nights*** that ***actualize*** during the event. **Texas A&M AgriLife Extension Service** is responsible for proving the actualized Hotel Room Nights.

Texas A&M AgriLife Extension Service will receive a pro rata amount up to $50,000.00 based on the sliding scale below:

Total Number of College Station Hotel Room Nights: 1250

% of Estimated Room Nights Actualized	% Payout of HOT Grant Amount
0% - 69%	0%
70% - 79%	80%
80% - 89%	90%
90% - 100%	100%

Revised: 05/26/2022

Exhibit C

Exhibit C-2
Summary of allowed expenditures of HOT Revenue under Section 351.101 Texas Tax Code as it applies to CITY's Program as of May 31, 2022

Criteria #1: DIRECTLY enhance and promote tourism AND the convention and hotel industry; and

Criteria #2: Use HOT Revenue ONLY for one or more of the following:

(1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

(A) at or in the immediate vicinity of convention center facilities or visitor information centers; or

(B) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

(6) expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity if:

(A) the municipality is located in a county with a population of one million or less;

(B) the municipality has a population of more than 67,000 and is located in two counties with 90 percent of the municipality's territory located in a county with a population of at least 580,000, and the remaining territory located in a county with a population of at least four million; or

(C) the municipality has a population of at least 200,000 and shares a border with:

(i) a municipality described by Section 351.102(e)(7); and

(ii) Lake Ray Hubbard;

(7) subject to Section 351.1076, the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields if:

(A) the municipality owns the facilities or fields;

(B) the municipality:

(i) has a population of 80,000 or more and is located in a county that has a population of 350,000 or less;

(ii) has a population of at least 75,000 but not more than 95,000 and is located in a county that has a population of less than 200,000 but more than 160,000;

(iii) has a population of at least 36,000 but not more than 39,000 and is located in a county that has a population of 100,000 or less that is not adjacent to a county with a population of more than two million;

(iv) has a population of at least 13,000 but less than 39,000 and is located in a county that has a population of at least 200,000;

(v) has a population of at least 70,000 but less than 90,000 and no part of which is located in a county with a population greater than 150,000;

(vi) is located in a county that:

(a) is adjacent to the Texas-Mexico border;

(b) has a population of at least 500,000; and

(c) does not have a municipality with a population greater than 500,000;

(vii) has a population of at least 25,000 but not more than 26,000 and is located in a county that has a population of 90,000 or less;

(viii) is located in a county that has a population of not more than 300,000 and in which a component university of the University of Houston System is located;

(ix) has a population of at least 40,000 and the San Marcos River flows through the municipality;

(x) has a population of more than 67,000 and is located in two counties with 90 percent of the municipality's territory located in a county with a population of at least 580,000, and the remaining territory located in a county with a population of at least four million;

(xi) contains an intersection of Interstates 35E and 35W and at least two public universities; or

(xii) is described by Subdivision (6)(C); and

(C) the sports facilities and fields have been used, in the preceding calendar year, a combined total of more than 10 times for district, state, regional, or national sports tournaments;

(8) for a municipality with a population of at least 70,000 but less than 90,000, no part of which is located in a county with a population greater than 150,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility;

(9) signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality;

(10) the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility, if the municipality:

(A) has a population of at least 90,000 but less than 120,000; and

(B) is located in two counties, at least one of which contains the headwaters of the San Gabriel River; and

(11) for a municipality with a population of more than 175,000 but less than 225,000 that is located in two counties, each of which has a population of less than 200,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility and related infrastructure or a venue, as defined by *Section 334.001(4), Local Government Code*, that is related to the promotion of tourism.

. . . .

(d) A person with whom a municipality contracts under this section to conduct an activity authorized by this section shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the person and, on request of the

governing body of the municipality or other person, shall make the records available for inspection and review to the governing body or other person.

(e) Hotel occupancy tax revenue spent for a purpose authorized by this section may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures authorized under Section 351.101(a). If a municipal or other public or private entity that conducts an activity authorized under this section conducts other activities that are not authorized under this section, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

(f) Municipal hotel occupancy tax revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

. . . .

(h) In addition to the uses authorized by Subsection (a), a municipality described by Subsection (a)(7)(B)(viii), as added by Chapter 546 (S.B. 585), Acts of the 83rd Legislature, Regular Session, 2013, may use revenue derived from the tax authorized by this chapter to promote tourism and the convention and hotel industry by constructing, maintaining, or expanding a sporting-related facility owned by the municipality if:

(1) the majority of the events at the facility involve participants staying at hotels in the municipality; and

(2) for a fiscal year, the municipality does not reduce the amount of that revenue that it uses for a purpose described by Subsection (a)(3) to an amount that is less than the lesser of:

(A) the amount of that revenue used by the municipality for that purpose during the municipality's 2015 fiscal year; or

(B) the total amount of that revenue received in the fiscal year.

(i) In addition to the purposes provided by Subsection (a), a municipality that has a population of at least 75,000 but not more than 95,000 and that is located in a county that has a population of more than 160,000 but less than 200,000 may use revenue from the municipal hotel tax to promote tourism and the convention and hotel industry by constructing, operating, or expanding a sporting related facility or sports field owned by the municipality, if the majority of the events at the facility or field are directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels in the municipality.

(j) In addition to the purposes provided by Subsection (a), a municipality that has a population of not more than 5,000 and at least part of which is located less than one-eighth of one mile from a space center operated by an agency of the federal government may use

revenue from the municipal hotel occupancy tax for expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

(k) In addition to other authorized uses, a municipality that is intersected by both State Highways 71 and 95 may use revenue from the municipal hotel occupancy tax for the promotion of tourism by the enhancement and upgrading of an existing sports facility or field as specified by Subsection (a)(7), provided that the requirements of Subsections (a)(7)(A) and (C) are met.

(m) In addition to the uses authorized by Subsections (a) and (e), and notwithstanding any provision of this chapter to the contrary, a municipality with a population of 6,500 or less that has at least 800 hotel rooms within the corporate boundaries of the municipality and that is located in a county adjacent to a county with a population of 3.3 million or more may use revenue derived from the tax authorized by this chapter to directly enhance and promote tourism and the convention and hotel industry by acquiring sites for and constructing, improving, enlarging, equipping, repairing, operating, and maintaining a municipally owned:

(1) convention center facility;

(2) sports-related facility with seating for at least 4,500 people that is used or is planned for use for one or more professional or amateur sports events or other events, including rodeos, livestock shows, and performing arts events;

(3) multiuse facility that includes facilities described by Subdivisions (1) and (2); and

(4) related infrastructure for a facility described by Subdivision (1), (2), or (3), as that term is defined by *Section 334.001(3), Local Government Code*, for a venue.

(m-1)A municipality described by Subsection (m) that issues obligations secured wholly or partly by revenue derived from the tax authorized by this chapter for a use described by that subsection may use that revenue for those uses as long as the obligations are outstanding even if the municipality is no longer a municipality described by that subsection.

(n) In addition to other authorized uses, a municipality that has a population of not more than 1,500 and is located in a county that borders Arkansas and Louisiana may use revenue from the municipal hotel occupancy tax for the promotion of tourism by the enhancement and upgrading of an existing sports facility or field as specified by Subsection (a)(7), provided that the requirements of Subsection (a)(7)(A) and Section 351.1076 are met.

(o) In addition to the purposes provided by Subsection (a), a municipality that has a population of not more than 10,000, that contains an outdoor gear and sporting goods retailer with retail space larger than 175,000 square feet, and that hosts an annual wiener dog race may use revenue from the municipal hotel occupancy tax to promote tourism and the convention and hotel industry by constructing, operating, or expanding a sporting related facility or sports field owned by the municipality, if the majority of the events at the facility or field are directly related to a sporting event in which the majority of

participants are tourists who substantially increase economic activity at hotels in the municipality. If a municipality to which this subsection applies uses revenue derived from the municipal hotel occupancy tax for a purpose described by this subsection, the municipality may not reduce the percentage of revenue from that tax allocated for a purpose described by Subsection (a)(3) to a percentage that is less than the average percentage of that revenue allocated by the municipality for that purpose during the 36-month period preceding the date the municipality begins using the revenue for a purpose described by this subsection.

(p) In addition to the purposes provided by Subsection (a), a municipality with a population of more than 48,000 but less than 95,000 that is located in two counties, one of which has a population of at least 900,000 but less than 1.7 million, may use revenue from the municipal hotel occupancy tax to promote tourism and the convention and hotel industry by constructing, improving, equipping, repairing, maintaining, operating, or expanding a coliseum or multiuse facility if the majority of the events at the coliseum or facility attract tourists who substantially increase economic activity at hotels in the municipality.

(q) In addition to the purposes provided by Subsections (a) and (e), a municipality with a population of more than 10,000 that has a city hall located less than three miles from a space center operated by an agency of the federal government and that is wholly located in a county with a population of four million or more may use revenue from the hotel occupancy tax for the construction, improvement, enlarging, equipping, renovating, repairing, operation, and maintenance of a coliseum or multiuse facility and related infrastructure or a venue, as defined by *Section 334.001(4), Local Government Code*, that is related to the promotion of tourism, including a hotel, resort, or convention center facility located on land owned by the municipality or a nonprofit corporation acting on behalf of the municipality.

(s) In addition to other authorized uses, a municipality that has a population of 70,000 or more but less than 90,000 and is located in two counties, one of which has a population of four million or more and the other of which has a population of less than 50,000, may use revenue from the municipal hotel occupancy tax for the promotion of tourism by the enhancement and upgrading of an existing sports facility or field as specified by Subsection (a)(7), provided that the requirements of Subsections (a)(7)(A) and (C) and Section 351.1076 are met.

Exhibit D
Insurance Letter

THE TEXAS A&M UNIVERSITY SYSTEM
System Risk Management

3/5/25

Texas A&M AgriLife Extension Service

To Whom It May Concern:

The above-mentioned Member of The Texas A&M University System has requested we provide you with information regarding the insurance provisions of The Texas A&M University System.

The Texas A&M University System is self-insured for Workers' Compensation Insurance provided by Chapter 502 of the Texas Labor Code. Benefits are provided in accordance with the provisions of that law.

State-owned vehicles of universities and agencies of the Texas A&M University System are exempt from compulsory liability insurance requirements of the State of Texas. This exemption appears in Subtitle D Motor Vehicle Safety Responsibility; Chapter 601 Motor Vehicle Safety Responsibility Act; Subchapter A General Provisions; Section 007 Applicability of Chapter to Government Vehicle.

The liability of The Texas A&M University System for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are $250,000 for each person, $500,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

We trust the above information will provide the necessary insurance information needed by your organization. If we can be of any further assistance, please let us know.

Sincerely,

Charles A. Longoria, CRM
Director of Risk Management

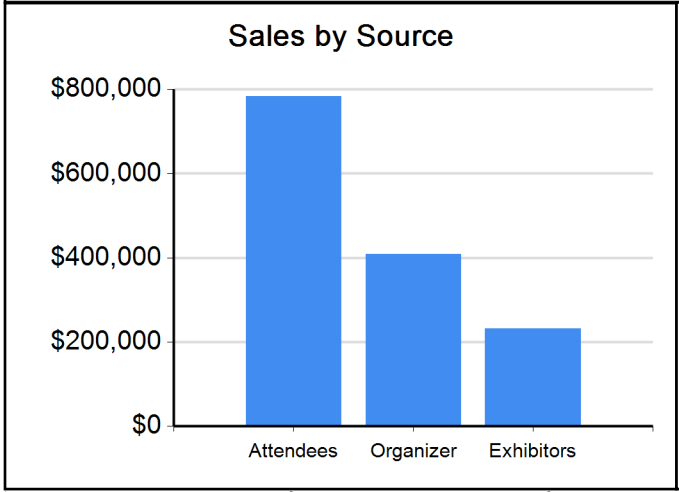
301 Tarrow St., 5th Floor • College Station, Texas 77840
979.458.6330 • 979.458.6247 fax • www.tamus.edu Campus MS 1262

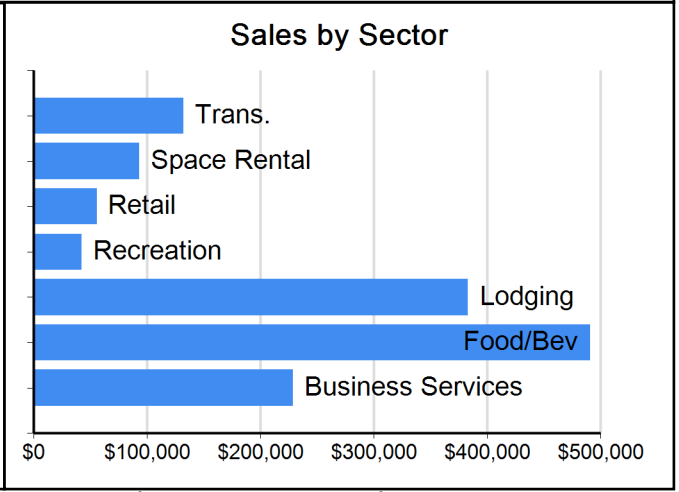
Event Impact Summary

Destination: Visit College Station

Event Parameters		Key Results	
Event Name:	4-H Round Up 2024	Business Sales (Direct):	$1,424,567
Organization:		Business Sales (Total):	$2,104,210
Event Type:	Convention	Jobs Supported (Direct):	477
Start Date:	6/3/2024	Jobs Supported (Total):	583
End Date:	6/6/2024	Local Taxes (Total):	$41,738
Overnight Attendees:	3000	Net Direct Tax ROI:	$37,443
Day Attendees:	450	Estimated Room Demand:	3,198

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$370,948	$12,111	$0	$383,058
Transportation	$91,289	$4,037	$36,420	$131,746
Food & Beverage	$224,004	$189,914	$76,603	$490,521
Retail	$55,509	$0	$0	$55,509
Recreation	$42,197	$0	$0	$42,197
Space Rental	$0	$71,829	$21,123	$92,952
Business Services	$0	$130,494	$98,090	$228,584
TOTAL	$783,947	$408,384	$232,236	$1,424,567

Event Impact Details

Destination: Visit College Station

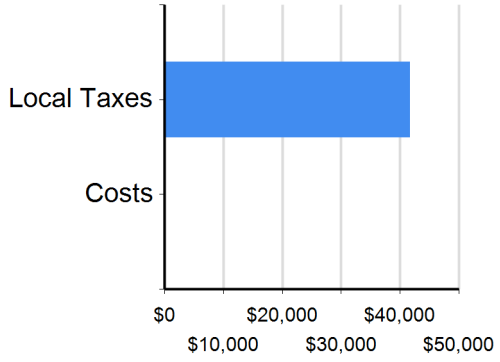
Event Name: 4-H Round Up 2024 2024
Organization:

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,424,567	$679,642	$2,104,210
Personal Income	$414,051	$214,627	$628,678
Jobs Supported			
Persons	477	105	583
Annual FTEs	16	4	19
Taxes and Assessments			
Federal Total	$121,707	$60,013	$181,719
State Total	$55,788	$12,309	$68,097
sales	$29,988	$10,619	$40,608
income	$0	$0	$0
bed	$22,257	-	$22,257
other	$3,542	$1,690	$5,232
Local Total (excl. property)	$37,443	$4,295	$41,738
sales	$9,596	$3,398	$12,994
income	$0	$0	$0
bed	$25,966	-	$25,966
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$1,880	$897	$2,777
property tax	$16,908	$5,292	$22,200

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$37,443
DMO Hosting Costs	$0
Direct ROI	$37,443
Net Present Value	$38,208
Direct ROI (%)	-
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$41,738
Total ROI	$41,738
Net Present Value	$42,591
Total ROI (%)	-



Estimated Room Demand Metrics

Room Nights (total)	3,198
Room Pickup (block only)	1,250
Peak Rooms	1,579
Total Visitor Days	6,413

March 27, 2025
Item No. 8.1.
Impact fees

Sponsor: Carol Cotter

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on system-wide impact fees for water, wastewater, and roadways.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends Council receive the presentation and provide direction to staff.

Summary: Impact fees are a one-time charge or assessment imposed by a political subdivision on new development and are designed to generate revenue for funding or recouping the cost of capital improvements that are attributable to the new development. They are authorized and regulated by Chapter 395 of the Texas Local Government Code.

The City of College Station first adopted system-wide impact fees for water and wastewater on September 22, 2016, with roadway impact fees following on November 10, 2016. The maximum assessable rates were adopted, and reduced collection rates implemented. Water and wastewater fees were phased in, starting at 50% of the collection rate the first year with full collection rates the following year. Roadway impact fees were phased in, beginning with zero collection in year one and 50% in year two. Full implementation of the initial collection rates occurred in December 2018.

The statutory 5-year update of the water, wastewater and roadway impact fee programs was completed November 22, 2021. Amendments to the land use assumptions and capital improvements plans were adopted, including resultant maximum assessable rates and associated collection rates, and became effective on January 1, 2022. The collection rate for residential developments was increased by 10% from the previous rates and became effective March 1, 2022. The service area for roadway impact fees remained unchanged, bounded by the city limits. Service areas for system-wide water and wastewater impact fees were adjusted to respective service areas within the city limits, removing areas of the City's extraterritorial jurisdiction (ETJ).

In July 2023, the residential impact fee collection rates were amended to include annual increases for water and roadway impact fees beginning January 1, 2024, and again on January 1st of 2025 and 2026. For water, the adjustment increased from 14% of the maximum rate to 50% starting in January with increases to 55% and 60% the next two years. For roadway fees, the adjustment raised the current average of 11% of the maximum recoverable revenue to 20% beginning in January with further increases to 25% in 2025 and 30% in 2026. Commercial rates were not increased.

Impact fees are derived from our Master Plans and designated Service Areas (see attached Impact

Fee Service Area Maps). For Water and Wastewater impact fees, the Service Areas primarily align with the city limits but are also constrained by the boundaries of the Certificate of Convenience and Necessity (CCN). Outside our Water Service Area, the Wellborn Special Utility District has established a water impact fee of $5,923/LUE within its own CCN area, which falls within our city limits. The Roadway Impact Fee Service Area is defined by the city limits and divided into four roadway zones, each with a 4-mile boundary to comply with the Local Government Code's 6-mile maximum limit. Impact fees collected in each zone can only be spent on Impact Fee Capital Improvement Projects within the corresponding zone.

Impact fee rates are a calculation of cost per service unit. Water and wastewater service units are defined as living unit equivalents (LUEs), representing a typical connection for one single-family residence (based on a 5/8” water meter). There is a conversion factor for larger water meters that determines their number of LUE equivalents. The roadway service unit is vehicle-miles, which is a measurement of the number of trips a site generates and its trip length. Trip generation and trip length vary for each of the 66 different types of land uses. The roadway collection rate was initially implemented as a flat rate across the four service areas. The programmed collection rate increases approved in 2023 allowed for a variation of rates across the zones due to maximum assessable rate constraints.

Impact fees are a tool used by political subdivisions to recover expanded infrastructure costs needed to support new development. They cover only the cost of the additional capacity required for new development and do not reflect the full expense of constructing the projects included in the impact fee capital improvement plan.

Budget & Financial Summary:

Attachments:

1. Service Area Maps -Water, Wastewater and Roadway
2. Impact Fees Summary Tables

City of Bryan
29th Street

Texas A&M University
Villa Maria

Texas A&M University
Maple Street

3.0 MG Park Place
Elevated Storage Tank
Overflow Elev. = 522'

Texas A&M University
Olsen Field

Clty of College Station
HSC Parkway

Wellborn
Holleman

Texas A & M University

Dowling Road
Pump Station
(3) - 8,000 gpm Pumps
(2) - 6,175 gpm Pumps
(1) - 6,000 gpm Pump
(1) - 5.0 MG Ground Storage Tank
(1) - 3.0 MG Ground Storage Tank
Overflow Elev. = 370'

Wellborn
Rock Prairie

Wellborn
Foxfire

Wellborn
Waterford Heights

2.0 MG Greens Prairie
Elevated Storage Tank
Overflow Elev. = 522'

Wellborn
Caprock

Brazos County MUD 1

BRAZOS CO
WASHINGTON CO
GRIMES CO
BRAZOS CO

0 2,500 5,000
SCALE IN FEET

FIGURE 2-3
CITY OF COLLEGE STATION
WATER AND WASTEWATER IMPACT FEE UPDATE
WATER IMPACT FEE SERVICE AREA

LEGEND

- Emergency Interconnect
- Active Interconnect
- Pump Station
- Elevated Storage Tank
- Ground Storage Tank
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Railroad
- Stream
- Water Impact Fee Service Area
- Texas A&M University
- Brazos County MUD 1
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

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

FREESE AND NICHOLS

Created By Freese and Nichols, Inc.
Date: 11/8/2021 2:39:31 PM
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Updated: Monday, November 8, 2021

Eastside LS
Private LS
Hensel Park LS
Carters Creek WWTP
Permitted Capacity: 9.5 MGD
Functitonal Capacity: 7.7 MGD
Valley Park LS
Fox Fire LS
Carters Lake WWTP
Treatment Capacity: 5.9 gpm
LS 4
Luther Street LS
Rock Prairie LS
LS 3
LS 2
Texas A & M University
Lick Creek WWTP
Permitted Capacity: 2.0 MGD
Aggie Acres LS
Mission Ranch LS
Westminster LS
Castlegate LS
Brazos County MUD 1
Southern Pointe LS
Crooked Creek Path LS
Creek Meadow LS
Indian Lakes LS

0 2,500 5,000
SCALE IN FEET

FIGURE 2-4
CITY OF COLLEGE STATION
WATER AND WASTEWATER IMPACT FEE UPDATE
WASTEWATER IMPACT FEE SERVICE AREA

LEGEND

- Lift Station
- Wastewater Treatment Plant
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- 8" and Smaller Force Main
- 10" and Larger Force Main
- Road
- Railroad
- Stream
- Lake
- Wastewater Impact Fee Service Area
- Texas A&M University
- Brazos County MUD 1
- City Limit
- ETJ Boundary
- County Boundary

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

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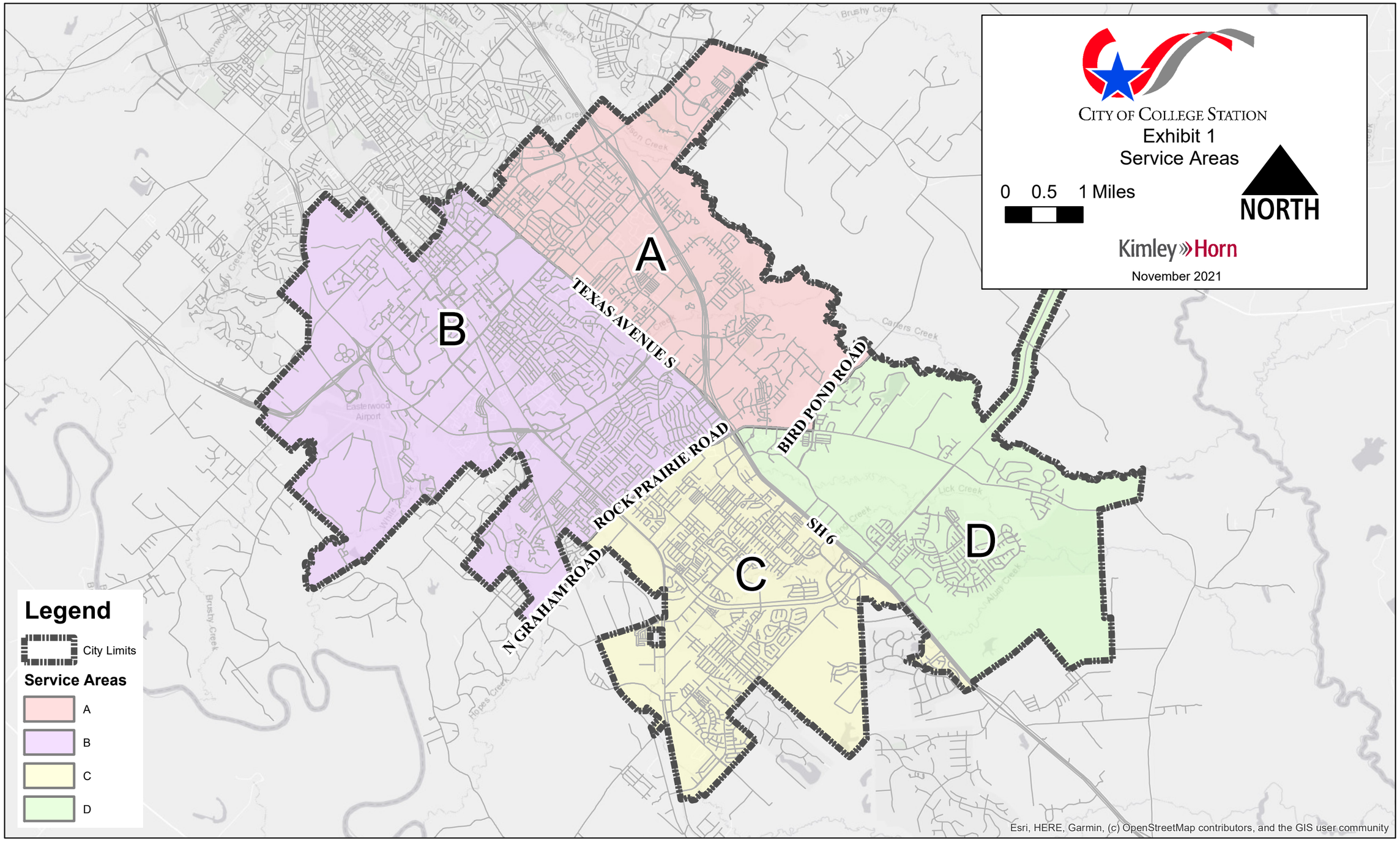
Updated: Monday, November 8, 2021
User: EBR12


CITY OF COLLEGE STATION
Exhibit 1
Service Areas
0 0.5 1 Miles
NORTH
Kimley»Horn
November 2021
A
B
C
D
TEXAS AVENUE S
BIRD POND ROAD
ROCK PRAIRIE ROAD
N GRAHAM ROAD
SH 6
Legend
City Limits
Service Areas
A
B
C
D
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Impact Fee Summary Tables

Current Impact Fee Program

Impact Fee	Adopted Max Rate	Current Collection Rate per Service Unit		Total Estimated Capital Costs of IF Projects	Recoverable Costs at Max Rate (2021 – 2031)	Recoverable Cost at Collection Rate (2021-2031) *
		Res	Non-Res			
Water	$3,877	$2,150	$500	$67,722,554	$54,457,437	$11.8M
Wastewater	$5,572	$3,300	$3,000	$189,748,166	$71,917,188	$24.2M
Roadway A	$499	$499	$80	$13,915,012	$9,052,650	$3.4M
Roadway B	$1,261	$1,163 +	$80	$48,390,353	$20,114,165	$5.9M
Roadway C	$2,127	$1,163	$80	$78,250,564	$25,687,488	$8.9M
Roadway D	$3,452	$1,163	$80	$74,492,580	$57,399,762	$5.7M
Roadway Totals				$215,048,509	$112,254,065	$23.7M

* Recoverable costs include programmed collection rate adjustments.

\+ For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of $1,072.

Collection Rate Implementation

Initial Impact Fee Adoption

Impact Fee	Maximum Assessable Rate/Service Unit	Collection Rate Per Service Unit			
			Residential		Non-Residential
	2016	2016	2017	2018	2016-Current
Water	$2,917	$250	$500	$500	$500
Wastewater	$5,519	$1,500	$3,000	$3,000	$3,000
Roadway A	$1,061	$0	$187.50	$375	$80
Roadway B	$1,072	$0	$187.50	$375	$80
Roadway C	$2,556	$0	$187.50	$375	$80
Roadway D	$4,004	$0	$187.50	$375	$80

5-Year Update and 2023 Programmed Collection Rate Increases

Impact Fee	Maximum Assessable Rate/Service Unit	Collection Rate Per Service Unit				
		Residential				Non-Residential
	2022	2022	2024	2025	2026	2016-Current
Water	$3,877	$550	$1,950	$2,150	$2,325	$500
Wastewater	$5,519	$3,300	$3,300	$3,300	$3,300	$3,000
Roadway A	$1,061	$438.83	$499	$499	$499	$80
Roadway B	$1,072	$438.83	$897	$1,163 +	$1,261 +	$80
Roadway C	$2,556	$438.83	$897	$1,163	$1,541	$80
Roadway D	$4,004	$438.83	$897	$1,163	$1,541	$80

+ For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of $1,072.

Resulting Single Family Impact Fee Calculations

The water and wastewater impact fees for a single-family home correspond to the 5/8" meter which is used to serve a typical residence. Roadway impact fees are calculated from the cost per service unit (vehicle-miles) multiplied by the number of vehicle-miles attributable to the land use type. For a single-family home, this is 3.76 vehicle-miles. The following table presents the corresponding impact fees for a single-family home based on the collection rates over the current 5-year period.

Single Family Impact Fees

Impact Fee Type	2022-2023	2024	2025	2026
Water	$550	$1,950	$2,150	$2,325
Wastewater	$3,300	$3,300	$3,300	$3,300
Roadway Zone A	$1,650	$1,876	$1,876	$1,876
Roadway Zone B	$1,650	$3,375	$4,375*	$4,741*
Roadway Zone C	$1,650	$3,375	$4,375	$5,794
Roadway Zone D	$1,650	$3,375	$4,375	$5,794

* For properties platted prior to January 1, 2022, the impact fee is $4,030 due to the 2016 maximum assessable rate of $1,072.

Single Family Combined Impact Fees for Water, Wastewater, and Roadway

Combined Impact Fees	2022-2023	2024	2025	2026
Roadway Zone A	$5,500	$7,126	$7,326	$7,501
Roadway Zone B	$5,500	$8,625	$9,825*	$10,366*
Roadway Zone C	$5,500	$8,625	$9,825	$11,471
Roadway Zone D	$5,500	$8,625	$9,825	$11,471

* For properties platted prior to January 1, 2022, the roadway impact fee is $4,030 due to the 2016 maximum assessable rate of $1,072 so the fee is $9,480 in 2025 and $9,655 in 2026.

The following table shows the impact fee revenues collected by fiscal year since the initial adoption of system-wide impact fees in 2016.

Impact Fee Revenues as of September 30, 2024

Impact Fee	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	Total Impact Fees Collected
Water	$45,075	$339,325	$335,400	$381,880	$420,200	$474,025	$328,370	$570,640	$2,894,915
Wastewater	$155,475	$1,606,025	$1,575,150	$1,666,800	$2,243,700	$2,333,880	$1,725,705	$1,704,720	$13,011,455
Roadway A	$0	$40,893	$81,193	$123,327	$117,261	$454,618	$142,401	$90,148	$1,049,841
Roadway B	$0	$32,671	$80,625	$427,118	$538,988	$494,585	$316,257	$974,038	$2,864,282
Roadway C	$0	$156,540	$391,243	$186,979	$194,634	$255,872	$205,679	$423,207	$1,814,154
Roadway D	$0	$33,000	$150,526	$79,161	$85,404	$288,661	$229,382	$47,212	$913,346
Roadway Totals	$0	$263,104	$703,587	$816,585	$936,287	$1,493,736	$893,719	$1,534,605	$6,641,623

Impact fee projects are funded through a combination of collected impact fee revenues, developer-constructed projects from the impact fee capital improvement plan, and city-funded public dollars from ad valorem taxes and utility rates.

Impact Fee Capital Improvement Plan Implementation as of September 30, 2024

Impact Fee	Impact Fees Transferred	Developer Constructed (Estimated)	City Funded	Total Capital Project Expenditures
Water	$2,696,085	$120,000	$31,764,042	$34,580,127
Wastewater	$12,113,956	$690,000	$74,111,441	$86,915,397
Roadway A	$767,500	$0	$445,858	$1,213,358
Roadway B	$617,500	$0	$29,654,763	$30,272,263
Roadway C	$1,193,333	$77,667	$41,695,859	$42,966,859
Roadway D	$767,500	$777,500	$10,493,820	$12,038,820
Roadway Totals	$3,345,833	$855,167	$82,290,300	$86,491,300

Impact fees may only be spent on eligible projects identified in the respective impact fee capital improvement plans and are then further restricted to the specific zones for roadway impact fees. The projects that have received impact fee funding are listed as follows.

Capital Projects Receiving Impact Fee Allocation

Water Impact Fee Projects:

- Well #9 and Collection Line (Project F)
- SH 6 Water Line Phases 1 and 2 (Project N)
- SH 6 Water Line Phase 3 (Project O)
- 2021 Impact Fee Study (Project R)

Wastewater Impact Fee Projects:

- Lick Creek Trunk Line (Project C)
- Northeast Trunk Line Phases 1 and 2 (Project E)
- Carters Creek Diversion Lift Station Phase 1 (Project M)
- Lick Creek WWTP Phase 1 Expansion (Project N)
- 2021 Impact Fee Update (Project O)

Roadway Impact Fee Projects:

- Zones A and D - Rock Prairie Road from SH 6 to Stonebrook Drive (Project A-5/D-1)
- Zones A and D - Rock Prairie Road from Stonebrook Drive to Town Lake Drive (Project A-6/D-2)
- Zones B and C - Rock Prairie Road W from 715’ west of Towers Parkway to Wellborn Road (Project B-3/C-1)
- Zone C - Capstone Drive from 1,265’ west of Wellborn Road to Wellborn Road (Project C-4)
- Zone C - Barron Road from Wellborn Road to WS Phillips Parkway (Project C-5)
- Impact Fee Study (all Zones)

March 27, 2025
Item No. 8.2.
Pool Inspection Ordinance

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a proposed ordinance establishing a program for pool inspections, to be administered by the Brazos County Health District.

Relationship to Strategic Goals:
Good governance

Recommendation(s): This item has been placed for Council to consider the ordinance and provide direction to staff.

Summary: The Brazos County Health District has proposed a pool inspection program. If established through a city ordinance, this program will authorize the Health District to inspect, review plans, and charge fees and penalties related to pool inspections for any pool or spa which is not residential or owned and managed by the City.

On February 18th, 2025 the City of Bryan rejected this ordinance in a 4-3 vote.

Budget & Financial Summary: As stated in Section 18-108, the City will not be charged a permitting fee for the inspection of City-owned pools or spas.

The fee revenue charged for inspections will go to the Health District.

If a pool or spa is found to be in violation the City may be responsible for code enforcement actions. This will require staff time and resources.

Attachments:
1. Pool Inspection Ordinance - Draft prepared by Brazos County Health District (1)
2. Pool Application
3. Pool Permit
4. Public Interactive Water Feature Inspection Form
5. Public Swimming Pools and Spas Check List

Code Ordinances – City of College Station

Chapter 18 - ARTICLE IV – Commercial Swimming Pools and Spas

DIVISION 1. – GENERALLY

- **Sec. 18.99 – Definitions**

(a)

Certified Pool Operator: A Certified Pool Operator (CPO) is someone who operates a commercial swimming pool or spa. These professionals are responsible for pool safety, maintenance, cleaning, management, expansion, and more. A CPO certificate must be obtained from an accredited instructor through the Pool & Hot Tub Alliance (PHTA).

(b)

Extensively remodeled: any remodel requiring a permit from the city of College Station.

(c)

Commercial pools/spas: any pool or spa that is not residential or owned and managed by the City of College Station.

(d)

Regulatory authority: The authorized representative for enforcement

- **Sec. 18.100 - Penalties; fees; injunctions.**

(a)

The Brazos County Health District (BCHD) Board of Health shall adopt rules to charge fees and setting the fee amount necessary to the administration and enforcement of the provisions of this article, including, but not limited to, permit fees, class fees, inspection fees, and re-inspection fees. The BCHD Board of Health shall provide an updated fee schedule to the municipality within 30 days of any fee changes that have been approved.

(b)

Any person who violates any section of this article is guilty of a misdemeanor and upon conviction is punishable in accordance with Section 1-7.

- **Sec. 18-101. - State rules adopted.**

(a)

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The City adopts by reference and incorporates into this article in the Texas Administrative Code - Title 25 —Health Services, Part I — Department of State Health Services, Chapter 265—General Sanitation, Subchapter L — Standards for Commercial Pools and Spas, as the regulations now exist and as hereafter amended.

(b)

The term "municipality" in the regulations and this article shall be understood to refer to the City and the term "Regulatory Authority" in the said regulations and this article refer to the City's authorized representative. The authorized representative for enforcement of this section and the regulations is the Brazos County Health District ("BCHD").

(c)

One certified copy of the regulations adopted in this article shall be on file in the City Secretary's Office.

- **Sec. 18-102. - Service of notices.**

A notice provided for in this article is properly served when it is delivered to the holder of the permit, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit. A copy of the notice shall be filed in the records of the Regulatory Authority.

- **Sec. 18-103. - Hearings.**

(a)

A person may request a hearing to contest the Regulatory Authority's denial of an application for a permit or a suspension of a permit, except that a hearing request does not stay the Regulatory Authority's order for the suspension of a permit or hold order.

(b)

A person desiring a hearing in response to a denial of an application for permit, or a suspension shall submit a request for a hearing to the municipality within ten calendar days of the date of the notice.

(c)

A request for hearing shall be in writing and contain the following:

(1)

A statement that a genuine and material issue of fact exists for which the hearing is requested;

(2)

A statement of defense, mitigation, denial, or explanation concerning each allegation of fact;

(3)

A statement indicating whether the presence of witnesses for the Regulatory Authority is required; and

(4)

The name and address of the respondent's or requester's legal counsel, if any.

(d)

The hearings provided for in this section shall be conducted by the City Manager or designee at a time and place designated by same. Based upon the recorded evidence of such hearing, the City Manager or designee shall make a final finding, and shall sustain, modify or rescind any notice or order considered in the hearing. A written decision shall be furnished to the holder of the permit by the municipality.

- **Sec. 18-104. - Plan review.**

(a)

Whenever a commercial swimming pool or spa is constructed or extensively remodeled, properly prepared plans and specifications for such construction or remodeling shall be submitted to the Regulatory Authority for review and approval before construction or remodeling is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, and construction materials of the commercial swimming pool or spa, and the type, model, location and size of proposed fixed equipment of facilities. The Regulatory Authority shall approve the plans and specifications, if they meet the requirements of this article. No commercial swimming pool or spa shall be constructed or extensively remodeled, except in accordance with the plans and specifications approved by the Regulatory Authority.

(b)

Preoperational inspection. Whenever plans and specifications are required by Subsection (a) of this section to be submitted to the Regulatory Authority, the Regulatory Authority shall inspect the commercial swimming pool or spa prior to its beginning operation to determine compliance with the approved plans and specifications and with the requirements of this article.

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- **Sec. 18-105. - Inspections.**

(a)

Inspection frequency. Inspections of a commercial swimming pool or spa shall be performed as often as necessary for the enforcement of this article based on public health risks posed by the commercial swimming pool or spa and their past compliance history. The regulatory authority shall make annual inspections, surveys and investigations, collect samples of water at commercial swimming pools or spas, and make or cause to be made such laboratory analysis as may be necessary to determine that every commercial swimming pool or spa complies with the standards and requirements set forth in this article. Seasonal commercial swimming pools and spas will receive a pre-opening inspection as well as an inspection during operation. Inspections may also be made where consumer complaints and/or reports of hazardous commercial swimming pool or spa conditions warrant a need to perform an inspection.

(b)

Access. Agents of the Regulatory Authority, after proper identification, shall be permitted to enter any commercial swimming pool or spa during normal hours of operation or at any reasonable time, for the purpose of making inspections, to determine compliance with this article. The agents shall be permitted to examine the records of the commercial swimming pool or spa to obtain information pertaining to water testing, equipment functionality, and safety compliance. If a person denies access to the Regulatory Authority, the Regulatory Authority shall:

(1)

Inform the person that:

a.

The permit holder is required to allow access to the Regulatory Authority as specified under this subsection;

b.

Access is a condition of the acceptance and retention of a commercial swimming pool or spa permit to operate under Section 18-106; and

c.

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If access is denied, an order issued by the appropriate authority allowing access, hereinafter referred to as an inspection order, maybe obtained according to law; and

(2)

Make a final request for access.

(c)

Report of inspections.

Whenever an inspection of a commercial swimming pool or spa is made, the findings shall be recorded on the inspection report form. The inspection report form shall summarize the requirements of these rules and shall set forth a score of “Pass” or “Fail”. A copy of the inspection report form shall be furnished to the person in charge of the establishment, at the conclusion of the inspection. The completed inspection report form is a public document that shall be made available for public disclosure to any person who requests it according to law. An inspection report form is based on the requirements of this article and is on file in the Regulatory Authority's Office.

(d)

Correction of violations.

(1)

The inspection report form shall specify a reasonable period of time for the correction of the violation found, and the correction of the violations shall be accomplished within the period specified, in accordance with the following provisions:

a.

If the Regulatory Authority determines an imminent health hazard exists, the establishment shall immediately cease operations. Operations shall not be resumed until authorized by the Regulatory Authority. An imminent health hazard exists under conditions, including, but not limited to:

1.

Lack of safety equipment;

2.

Lack of working emergency phone;

3.

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Chemical levels above or below required limits for operations;

4.

Circulation pumps not functioning;

5.

Non-compliance with Virginia Graeme Baker Pool and Safety Act;

6.

Lack of self-closures on gates;

7.

Other conditions that affect public health.

(2)

Any violation not corrected after two follow-up visits may be subject to a reinspection fee determined by the BCHD Board of Health. If the invoice has not been paid after 30 days, there will a 20 percent additional fee collected, and after 60 days the permit may be suspended.

- **Sec. 18-106. - Certified Pool Operator Required.**

(a)

Every commercial swimming pool or spa is required to be overseen by a certified pool operator (CPO). The CPO is not required to be onsite but must be available by phone and able to quickly resolve issues that are hazardous to public health. A CPO may supervise multiple swimming pools or spas but if swimming pools or spas under a specific CPO have continuous violations, the regulatory authority reserves the right to limit the number of swimming pools or spas which that CPO may supervise. Brazos County will also recognize Aquatic Facility Operator (AFO) certifications offered through the National Recreation and Park Association in lieu of a CPO.

(b)

Non-compliance with this section will result in a follow-up fee to be determined by the BCHD Board of Health.

DIVISION 2. - PERMIT

- **Sec. 18-107. - Required.**

No person shall operate a commercial swimming pool or spa who does not have a valid permit issued by the Regulatory Authority. Only a person who complies with the requirements of this article shall be entitled to receive or retain such a permit. It shall be unlawful to interfere with the Regulatory Authority in the performance of his or her duties as described in this article.

- **Sec. 18-108. - Issuance.**

(a)

Any person desiring to operate a commercial swimming pool or spa shall make written application for a permit on the forms provided by the Regulatory Authority. Prior to approval of an application for a permit, the Regulatory Authority shall inspect the proposed commercial swimming pool or spa to determine compliance with the requirements of this article. The Regulatory Authority shall issue a permit if its inspection reveals that the proposed commercial swimming pool or spa complies with the requirements of this article. A valid permit shall be posted on the commercial swimming pool or spa premises in a location visible to the users of the commercial swimming pool or spa and available for inspection by the regulatory authority. The applicant shall pay to the Regulatory Authority a fee to be set by the BCHD Board of Health at the time of renewal, prior to opening a new commercial swimming pool or spa and when a change of ownership occurs. City-owned swimming pools or spas will not be charged a permitting fee but will still require a permit.

(b)

Permits shall be issued for a period not to exceed one year expiring on April 30 of each year. The application to renew a permit and the accompanying fee must be received by the Regulatory Authority on or before April 1 of the calendar year for which the permit renewal is sought. If such application and fee are not received by the date herein specified, the Regulatory Authority may charge the commercial swimming pool or spa up to an additional 20 percent of the fee due and owing as a late penalty for failure to comply with the requirements of Subsection (a) of this section. The charging of such late fee will have no effect on the Regulatory Authority's right to seek criminal penalties permitted by the enforcement provision of this article. Any application and permit fee not received by May 1 may result in immediate closure of the commercial swimming pool or spa.

(c)

If a commercial swimming pool or spa is found to be operating without a permit, the commercial swimming pool or spa must immediately close operations until such time as a

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permit may be issued by the Regulatory Authority. A re-inspection fee, as determined by the BCHD Board of Health, may be charged to the commercial swimming pool or spa.

(d)

If a permit for a commercial swimming pool or spa expires and no renewal application is filed and approved within three months of the expiration, the commercial swimming pool or spa must be drained and signs posted indicating that the commercial swimming pool or spa is closed. If a renewal application is not filed and approved within 24 months, the commercial swimming pool or spa must be filled, at the owner's expense, with material approved by the City of College Station Code Enforcement division. This provision applies to permits that expire while a permit is under suspension.

- **Sec. 18-109. - Transfer.**

A permit may not be transferred from one person to another person, from one commercial swimming pool or spa to another. A permit may not be transferred from one type of operation to another, unless approved by the regulatory authority.

(Code 2011 (Repub.), § 7-5(B)(3))

- **Sec. 18-110. - Suspension.**

(a)

The Regulatory Authority may without warning, notice, or hearing suspend any permit to operate a commercial swimming pool or spa if the holder of the permit or person in charge or the operation of the commercial swimming pool or spa:

(1)

Does not comply with the requirements of this article; and

(2)

The operation of the commercial swimming pool or spa otherwise constitutes an immediate hazard to public health.

(b)

Suspension is effective upon service of the notice required by Section 18-101. When a permit is suspended, commercial swimming pool or spa operations shall immediately cease.

(c)

Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and notified of the right to appeal such suspension as provided in Section 18-102. If no written request for the hearing is filed within ten days of the service of notice, the suspension is sustained. The Regulatory Authority may end the suspension at any time if reasons for suspension no longer exist.

(d)

Whenever a commercial swimming pool or spa's permit is suspended, a re-inspection fee shall be invoiced. The establishment shall not resume operations until such time as a re-inspection determines that conditions responsible for the suspension no longer exist.

(e)

Failure to pay any and all permit fees, re-inspection fees, late charges and any other fees owed to the Regulatory Authority when due may result in a permit suspension until such time as all fees and/or late charges have been paid.

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BRAZOS COUNTY HEALTH DISTRICT

A City-County Public Health District
201 N. Texas Avenue Bryan, TX 77803
v. 979.361.4440
f. 979.823.2275
www.brazoshealth.org

SWIMMING POOL/SPA PERMIT APPLICATION **Permit #: _____**

Type of Application:

☐ New ☐ Existing ☐ New Additional ☐ Existing Additional

Type of Construction

☐ Swimming Pool ☐ Spa/Hot Tub ☐ Interactive Water Feature/Splash Pad ☐ Wading Pool ☐ Other _____

Name of Property: _____

Street: _____City: _____ State: ____ Zip: _____

Property Type: ☐ Public ☐ Apartment ☐ Hotel/Motel ☐ HOA ☐ Other _____

Property Owner: _____

Mailing Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

Email Address: _____

Certified Pool Operator:_____ Expiration Date: _____

CPO Phone: _____

Please provide a design, layout, and photos of existing facility. Additional photos/blueprints may be requested/required as needed.

_____ _____

Signature of Owner or Agent Date

----------OFFICE USE ONLY----------

PERMIT FEE DUE: _____

DATE PAID _____ RECEIPT# _____CHECK# _____ CASH _____ CREDIT/DEBIT____

POOL/SPA ADDITIONAL DETAILS

POOL:

Date of construction: _____ Date of remodel if any: _____
Length : _____ft_____ Width: _____ft_____ Shape: _____
Depth Minimum: _____ Depth Maximum: _____
Capacity: _____gallons Surface area: _____square ft Bather Load: _____
Flow Rate (in gpm): _____ Turnover Rate: _____hr____

SPA/HOT TUB:

Date of construction: _____ Date of remodel if any: _____
Length : _____ft_____ Width: _____ft_____ Shape: _____
Depth Minimum: _____ Depth Maximum: _____
Capacity: _____gallons Surface area: _____square ft Bather Load: _____
Flow Rate (in gpm): _____ Turnover Rate: _____hr____

WADING POOL:

Date of construction: _____ Date of remodel if any: _____
Length : _____ft_____ Width: _____ft_____ Shape: _____
Depth Minimum: _____ Depth Maximum: _____
Capacity: _____gallons Surface area: _____square ft Bather Load: _____
Flow Rate (in gpm): _____ Turnover Rate: _____hr____
Is wading pool separately fenced or provided with other barrier? _____
If yes, describe barrier: _____

SPRAY PAD:

Date of construction: _____ Date of remodel if any: _____
Length: _____ft_____ Width: _____ft_____ Shape: _____
Flow Rate (in gpm): _____ Turnover Rate: _____hr____
Capacity of cistern: _____gallons Location of cistern: _____
Is cistern equipped with an automatic fill device? _____

Additional Details

Water supply? _____
If spray pad, is there a mechanism to prevent stormwater from entering the cistern during a storm event? _____Yes, No or N/A_____
If yes, provide description: _____
If yes, provide location: _____
If "No", explain how stormwater will be prevented from entering the cistern during a storm event:
_____
Is there a flow meter provided? □ Yes □ No; Location: _____
Suction cleaning provided? □ Yes □ No; Location: _____
Number of diving boards: _____ Location: _____
Are toilets provided for both males and females? □ Yes □ No; ADA accessible? □ Yes □ No
Shower facilities provided for males and females? □ Yes □ No; ADA accessible? □ Yes □ No
Bathers must pass through shower room prior to entering the swimming pool area? □ Yes □ No;
Signage available stating they must shower? □ Yes □ No
Emergency summoning device available? □ Yes □ No
Safety signs available? □ Yes □ No
Drinking water available? □ Yes □ No
Buoy available? □ Yes □ No
Reaching pole 1.5 times width of pool available? □ Yes □ No

Brazos County Health District

201 N Texas Ave Bryan, TX 77803
979-361-4450

Permit Number: _____

Pool License

Property Name: _____

Address: _____

Type: ☐ Swimming Pool ☐ Spa/Hot Tub ☐ Wading Pool ☐ Interactive Water Feature ☐ Other

Under the authority of Brazos County, this establishment is authorized to operate this facility.
This permit is not transferable to any other facility or to any other ownership and may not be used in any other municipality or jurisdiction.

Notify the health authority in the event of an imminent health hazard.

Holly Ulbrich

Environmental Health Manager

Issued: 5/1/YYYY

Expires: 4/30/YYYY

	Brazos County Health District 201 N. Texas Ave Bryan, TX 77803 979-361-4450 www.brazoscountytx.gov	Public Interactive Water Feature Inspection Form

Facility Name	**Date:**	**Permit:**
Facility Address:		**City/Zip:**

Stand Alone **PIWF:** ☐ Yes ☐ No ☐ **Constructed Before May 2010** ☐ **Constructed After May 2010**

Indoor PIWF: ☐ **Outdoor PIWF:** ☐ **Supplemental Water Treatment Type:** ☐ UV ☐ Ozone ☐ Testing ☐ Hyperchlorination ☐ Other (specify):

Backwash to: ☐ Sanitary sewer ☐ Other (specify):

Inspection Type: ☐ Routine ☐ Complaint ☐ Re-Inspection ☐ Other (specify):

"X" indicates an alleged deficiency *"COS" indicates corrected on site*

Operation and Maintenance/Signs		**Supplemental Water Treatment System**	
1. PIWF free of dirt; trash; animal waste; debris; algae		19. UV System NSF/ANSI-50 certified	
2. Warning signs visible at PIWF entrance		20. UV system with automatic audible alarm	
3. Non-service animals prohibited – 2" letters		21. Operator protected from UV system hazards by enclosure / shut-off mechanism	
4. Changing diapers within 6 ft. of PIWF prohibited – 2" letters		22. Hyperchlorination weekly & per CDC Guidelines	
5. Persons with contagious disease or condition prohibited – 2" letters		23. Stand alone PIWF tested for Crypto every 14 days	
6. Do not drink water from water features – 2" letters		24. PIWF with shared system tested for *Crypto* every 30 days	
7. Persons with diarrhea prohibited – 2" letters		**Circulation and Disinfectant Systems**	
8. Offsite operator contact information – 2" letters		25. Turnover time as required	
Water Quality		26. Suction outlet covers VGBA compliant where applicable	
9. Automatic disinfection system / pH control (PIWFs constructed or extensively remodeled after 05/01/2010 only)		27. Treatment tank with automatic water level controller	
10. Disinfection system functioning properly		28. Treatment tank protected against backflow	
11. Sanitizer level: Cl_2 - ppm Br - ppm		29. Treatment tank accessible	
12. Combined chlorine (0.5 max indoor facilities; 1.5 max outdoor facilities):		30. Circulation/disinfection equipment meets NSF/ANSI-50	
13. Cyanuric acid level (0.0 indoor facilities; 50 ppm max. outdoor facilities):		**Operation and Maintenance / Record Keeping**	
14. pH (7.0 – 7.8):		31. Hyperchlorination records available	
15. DPD test kit		32. Water testing: (Automatic systems once per day; Non-automated once before opening and once midway)	
Water Supply/Wastewater Disposal		33. Maintenance schedule/activities	
16. Potable water supply: ☐ Public ☐ Private **(use Water Supply Inspection Addendum Form)**		34. Manufacturer's operating instructions	
17. Backflow prevention on water supply		35. Chemical log (Daily Cl_2 or Br, & pH; Cyan. Acid every 7 days)	
18. Vacuum breaker on hose bibs		36. Operator credentials provided Specify certification type:	

Inspector Signature:	**Owner/Operator Signature:**
Print Name:	**Print Name:**

Brazos County Health District
201 N. Texas Ave
Bryan, TX 77803
979-361-4450
www.brazoscountytx.gov

Public Swimming Pools and Spas Check List

Facility Name:	**Date:**	**Permit:**
Facility Address:	**City/Zip:**	
Facility Owner:	☐Class A ☐Class B ☐Class C	
Inspection Type: ☐ Routine ☐ Complaint ☐ Re-Inspection ☐Other (specify):	☐Spa ☐Wade ☐w/PIWF	

"X" indicates an alleged deficiency "COS" indicates corrected on-site

Swimming Pool Water Testing		35. Emergency summoning device available.	
1. Chlorine (1.0 - 8.0 ppm) Bromine (3.0 - 10 ppm)		36. Pump gauges & flowmeter operating, and piping/direction of flow marked.	
2. pH (7.0 - 7.8)		37. Depth markers, no diving symbol and transition line/ float line present, as required	
3. Cyanuric acid (100 ppm or less)		38. Electrical disconnect and GFCIs installed, and equipment bonded/ grounded, as required.	
4. Cyanuric acid present in indoor pool.		**Lifeguards**	
5. Combined chlorine is greater than 0.4 ppm.		39. Lifeguards provided as required.	
6. Algae present in pool.		40. Lifeguards not distracted from user surveillance by other duties.	
7. Water clarity insufficient to clearly see bottom of pool.		41. Lifeguard mandatory in-service training as required.	
8. A & B pools tested every 2 hours for disinfectant and pH.		42. Lifeguard access to First Aid Kit, backboard, AED, BVM.	
9. Staffed C pools tested 3x per day for disinfectant and pH.		**Enclosure A, B, & Residential Youth Camp Pools and Spas**	
10. Unstaffed C pools tested 1x per day for disinfectant and pH.		43. A, B, and resident youth camp pool fence min. 6' in height.	
Spa Water Testing		44. A B, and resident youth camp pool enclosure no openings ≥ 4".	
11. Chlorine (2.0 - 8.0 ppm) Bromine (3.0 – 10 ppm)		45. Enclosure gates, windows, doors supervised or closed and locke	
12. pH (7.0 – 7.8)		**Enclosure Class C & Day Camp Pools and Spas**	
13. Cyanuric acid (100 ppm or less)		46. Class C and day camp pool/spa enclosure minimum 48" in height.	
14. Cyanuric acid present in indoor spa.		47. Class C and day camp enclosure no openings ≥ 4".	
15. Combined chlorine is greater than 0.4 ppm.		48. No chain link for Class C/day camp enclosure after 10/01/99.	
16. Algae present in spa.		49. Gates/doors SC/SL, open out, latch 3.5' above deck, no mid-rail.	
17. A & B spas tested every 2 hours for disinfectant and pH.		**Enclosures for Pools and Spas**	
18. Staffed C spas tested 3x per day for disinfectant and pH.		50. All climbable objects min 36" from enclosure measured horizontally.	
19. Unstaffed C spas tested 1x per day for disinfectant and pH.		51. Gates/doors not propped open.	
Pool and Spa Water Testing		52. Service gate closed and locked when not in use.	
20. Pool/spa tested for Cyanuric acid 1x per week.		53. Gate/door between indoor/outdoor pool self-closing & latching	
21. Free Chlorine/Bromine level tested using DPD method.		54. Multiunit rental complex and property association pool enclosures compliant with H.S.C.	
22. Testing records on site or provided		**Trained and Certified Operator**	
23. Reliable means of testing for all chemical parameters required.		55. Trained/Certified operator responsibilities/ trained Staff.	
Water Supply		56. Operator certification provided. Type/Exp. Date.	
24. Water supply to pool/spa public ☐ private ☐		57. Operator name/contact information available to onsite staff.	
25. Private water supply coliform tested each month.		**Operation and Management**	
26. Private water supply chemical analysis every 3 years.		58. Water clarity allows bottom to be clearly seen.	
27. Hose bibs in pool/spa yard protected with vacuum breakers?		59. Domestic non-service animals and pets not allowed in pool/spa yard.	
28. Drinking water available		60. Domestic service animals allowed in pool/spa yard, but not allowed in the pool or spa.	
Suction Outlets (Main Drains)		61. Food and beverages not allowed in pool/spa unless privately owned.	
29. Suction outlet cover(s) / grate(s) intact and in place.			
30. Suction entrapment avoidance. VGBA/ASME/ANSI compliant		62. Glass containers not allowed in pool/spa yard.	
Sanitation and Safety--Signs/ Features / Equipment		63. Covered trash receptacles required where food/beverages in yard.	
31. Sanitary facilities provided and maintained.		64. Skimmer basket/ floating dispenser not used to dispense chemicals.	
32. Safety signs for pools.		65. Automatic sanitizer controllers can be adjusted either manually or electronically.	
33. Safety signs for spas.		66. Chemicals not distributed by hand when pool/spa in use.	
34. USCG ring buoy w/throwing rope & non-conductive reaching pole.		67. Chemicals and distribution equipment not accessible by users.	

Comments/Other violations noted:

Inspected by (signature):	Pool Operator/ Responsible party (signature)
Printed Name:	Printed Name:
Date:	Date:

March 27, 2025
Item No. 8.3.
Legislative Update

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the City’s legislative engagement efforts.

Relationship to Strategic Goals:
Good Governance

Recommendation(s):

Summary: Staff will provide an update on the City's efforts, outreach, and activities related to the ongoing 89th Legislative Session.

Budget & Financial Summary:

Attachments:
None

March 27, 2025
Item No. 9.1.
Barracks II MH and HOO - Knox Drive

Sponsor: Jeff Howell, Senior Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay for approximately 1.152 acres at 101, 103, 105, 107, 109, and 110-119 Knox Drive, being Lots 18-27, Block 29 and Lots 12-16, Block 31 of The Barracks II Subdivision Phase 401, generally located southwest of the intersection of Knox Drive and Old Wellborn Road.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): This item was heard at the March 6th Planning and Zoning Commission meeting where the Commission voted 5-2 to recommend approval.

Summary: This request is to rezone approximately 1.152 acres of land being fifteen platted lots generally located at 101, 103, 105, 107, 109, and 110-119 Knox Drive from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay. The subject properties were originally platted in 2016 and developed as a townhome development with three groups of buildings containing five attached units each. The applicant intends to maintain the existing structure and rezone to allow for the existing townhomes to function as a shared housing use. Shared housing is not an allowed use in the current PDD Planned Development District zoning district. The request to Middle Housing is in line with the reduced setbacks for townhome development that were included as part of the original PDD modifications. If rezoned, the property would be required to go through the site-planning process to ensure that it meets all of the requirements for a shared housing development.

REZONING REVIEW CRITERIA

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 planned development district zoned properties to the north, as well as single-family attached (townhome) development to the south, east and west. 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/or 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 townhouse development, although some uses would require replatting of the lots to fit the dimensional standards of the MH Middle Housing zoning district. The existing townhome development would require a minor site plan to allow for shared housing uses.

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. The residential lots front and will continue to take access from Knox Drive, which is classified as a local street. The proposed use is expected to generate less than 150 trips in any peak hour; therefore, a TIA was not required. Additionally, while there are existing sidewalks on Knox Drive, future improvements and right-of-way dedications may be provided as properties are redeveloped and re-platted.

5. The marketability of the property:

The uses allowed by the proposed zoning district are generally marketable for the area. The applicant has stated 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. Barracks II Phase 401 Ordinance
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant’s Supporting Information
6. Existing Future Land Use Map
7. Rezoning Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM PDD PLANNED DEVELOPMENT DISTRICT TO MH MIDDLE HOUSING AND HOO HIGH OCCUPANCY OVERLAY FOR APPROXIMATELY 1.152 ACRES AT 101, 103, 105, 107, 109, AND 110-119 KNOX DRIVE, BEING LOTS 18-27, BLOCK 29 AND LOTS 12-16, BLOCK 31 OF THE BARRACKS II SUBDIVISION PHASE 401 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 27th day of March, 2025.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

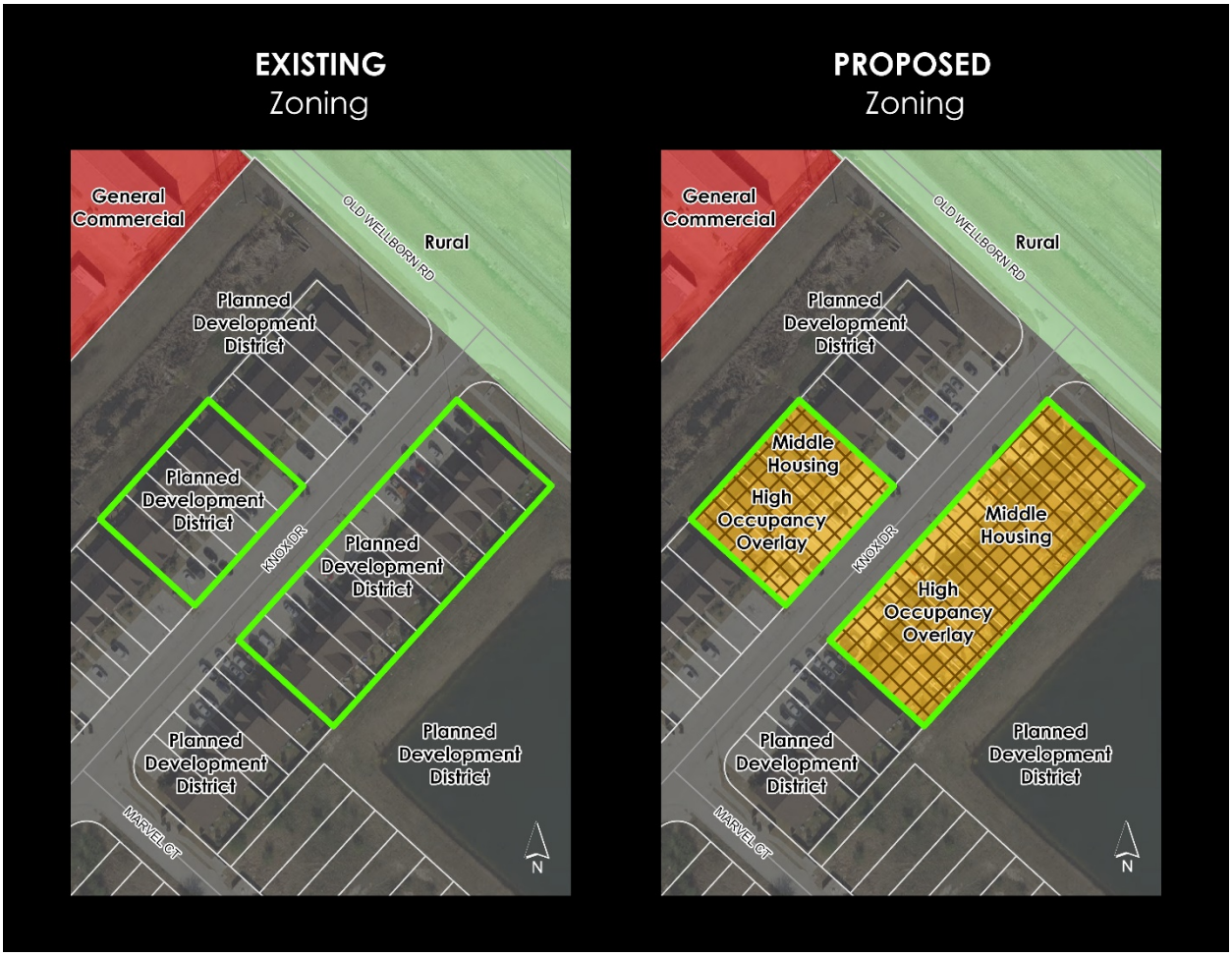
Exhibit A

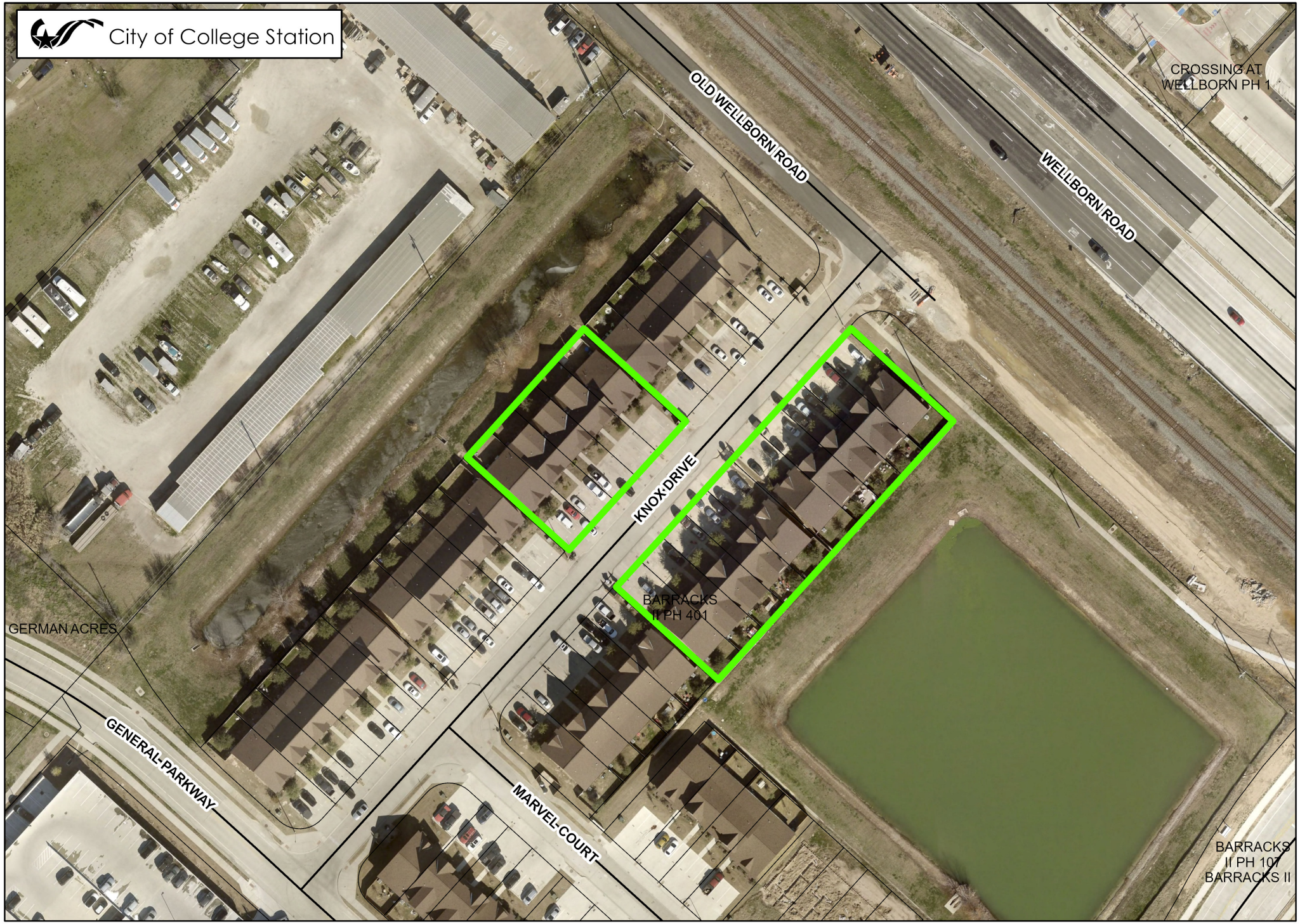
That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay:

LOTS 18-27, BLOCK 29 AND LOTS 12-16, BLOCK 31 OF THE BARRACKS II SUBDIVISION PHASE 401

Exhibit B


EXISTING
Zoning
General Commercial
OLD WELLBORN RD
Rural
Planned Development District
Planned Development District
KNOX DR
Planned Development District
Planned Development District
Planned Development District
MARVEL CT
N
PROPOSED
Zoning
General Commercial
OLD WELLBORN RD
Rural
Planned Development District
Middle Housing
High Occupancy Overlay
KNOX DR
Middle Housing
High Occupancy Overlay
Planned Development District
Planned Development District
MARVEL CT
N



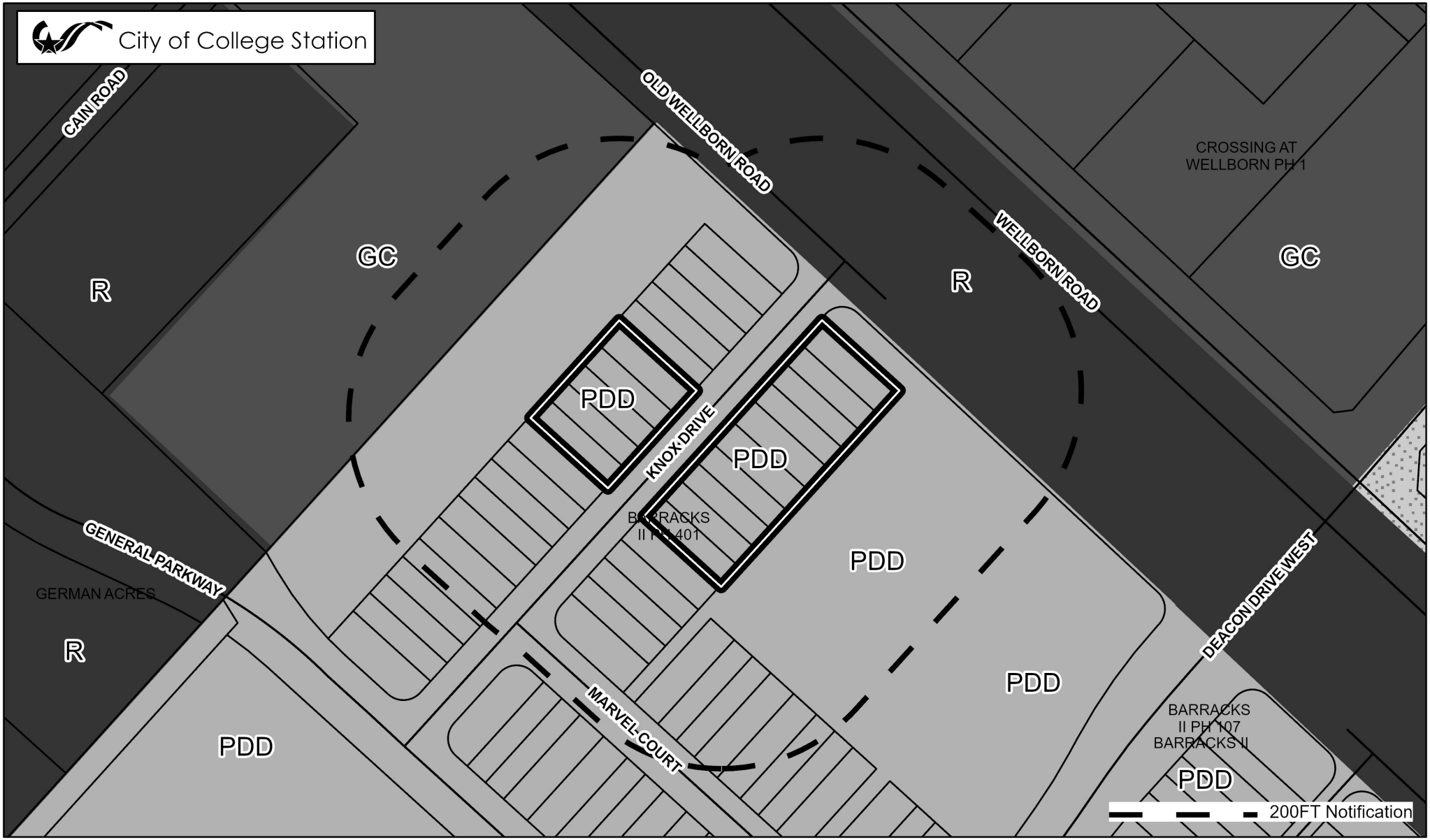
NORTH

0 100 200 Feet

BARRACKS II MH AND HOO
(101,103,105,107,109 & 110-119 KNOX)

Case: REZ2024-000030

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 0 145 290 Feet

BARRACKS II MH AND HOO
(101,103,105,107,109 & 110-119 KNOX)

Case: REZ2024-000030

REZONING

LEGEND

- ZONING CHANGE BOUNDARY
- PROPOSED PUBLIC UTILITY EASEMENT (P.U.E.)
- PROPOSED PRIVATE DRAINAGE EASEMENT (Pr.D.E.)
- EXISTING PUBLIC UTILITY EASEMENT (P.U.E)
- EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
- PROPERTY CORNER

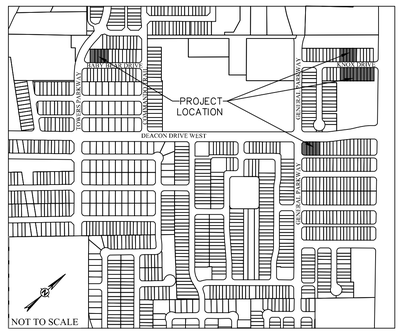
EXISTING ZONING

- TOWNHOUSE
- MIDDLE HOUSING
- PLANNED DEVELOPMENT DISTRICT

PROPOSED ZONING

- MH – MIDDLE HOUSING & HOO – HIGH OCCUPANCY OVERLEY

VICINITY MAP



NOTES:

1. SAID LOT DOES NOT APPEAR TO BE UNDER THE 100 YEAR FLOOD PLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON COMMUNITY PANEL NO.48041C0310F EFFECTIVE DATE, APRIL 2, 2014.

REZONING EXHIBIT

THE BARRACKS II SUBDIVISION
LOTS 18-27 BLOCK 29, PHASE 401
LOTS 12-16 BLOCK 31, PHASE 401
1.152 ACRES

EXISTING ZONING - PLANNED DEVELOPMENT DISTRICT
PROPOSED ZONING - MIDDLE HOUSING AND HOO HIGH OCCUPANCY OVERLAY
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1"=40'
DECEMBER 2024

OWNER 101, 103, 105, 107, & 109 KNOX:
PORTER RANCH HOLDINGS, LLC
20102 ENGELMANN LN
Manor, TX 78653

OWNER 110-119 KNOX:
TOWNHOMES INVESTMENTS, LLC
7800 DALLAS PKWY STE 360
Plano, TX 75024

ENGINEER:
Schultz Engineering, LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: March 6, 2025
Advertised Council Hearing Date: March 27, 2025

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:

The Barracks at Rock Prairie

Property owner notices mailed: 40

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	Natural &Open Areas	PDD Planned Development District	Vacant, Common Area (drainage)
South	General Commercial, Business Center	PDD Planned Development District	Vacant, Common Area (drainage), Knox Drive (ROW)
East	Mixed Residential	PDD Planned Development District	Townhomes, Common Area, Old Wellborn Road (ROW)
West	Mixed Residential	PDD Planned Development District	Townhomes

DEVELOPMENT HISTORY

Annexed: November 2002

Zoning: A-O Agricultural-Open (upon annexation 2002)
A-O Agricultural-Open renamed to R Rural (2013)
R Rural to PDD Planned Development District (2014)
PDD Planned Development District to PDD Planned Development District (2015)

Final Plat: THE BARRACKS II SUBDIVISION, Phase 401 (2016)

Site Development: Townhomes

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: BARRACKS II MH AND HOO (101,103,105,107,109 & 110-119 KNOX) (REZ2024-000030)

Address: 101 KNOX DR

Legal Description: THE BARRACKS II PH 401, BLOCK 29, LOT 27

Total Acreage: 1.97

Applicant:: SCHULTZ ENGINEERING

Property Owner: CM Delta Ridge LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

These are existing properties that are needing to be brought in to compliance with city zoning.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The 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.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current zoning does not allow for the HOO.

Explain the suitability of the property for uses permitted by the rezoning district requested.

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.

Explain the suitability of the property for uses permitted by the current 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.

Explain the marketability of the property for uses permitted by the current zoning district.

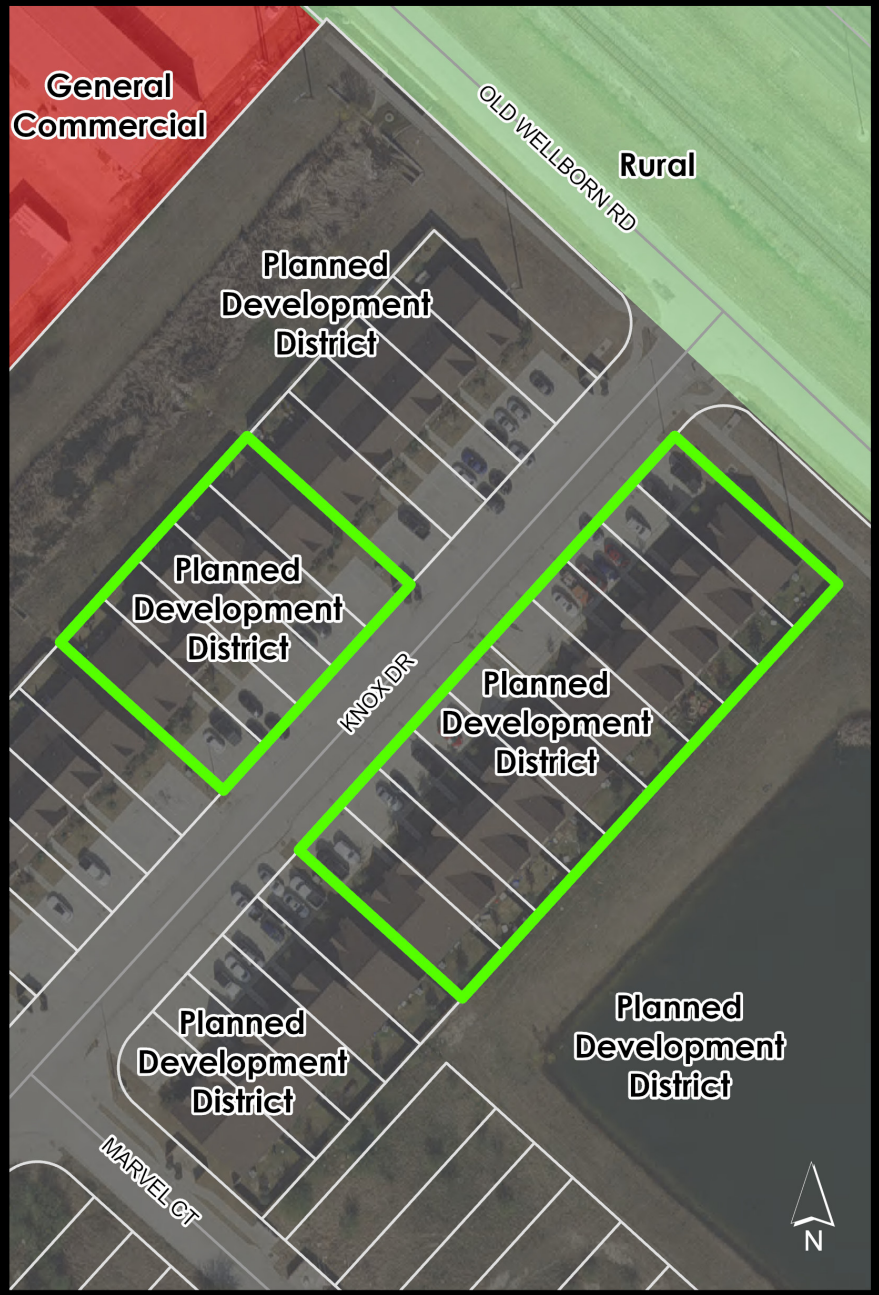
The uses allowed by MH Middle Housing and the HOO High Occupancy Overlay provide for an increase in density that is marketable given the location of the property.

List any other reasons to support this zone change.

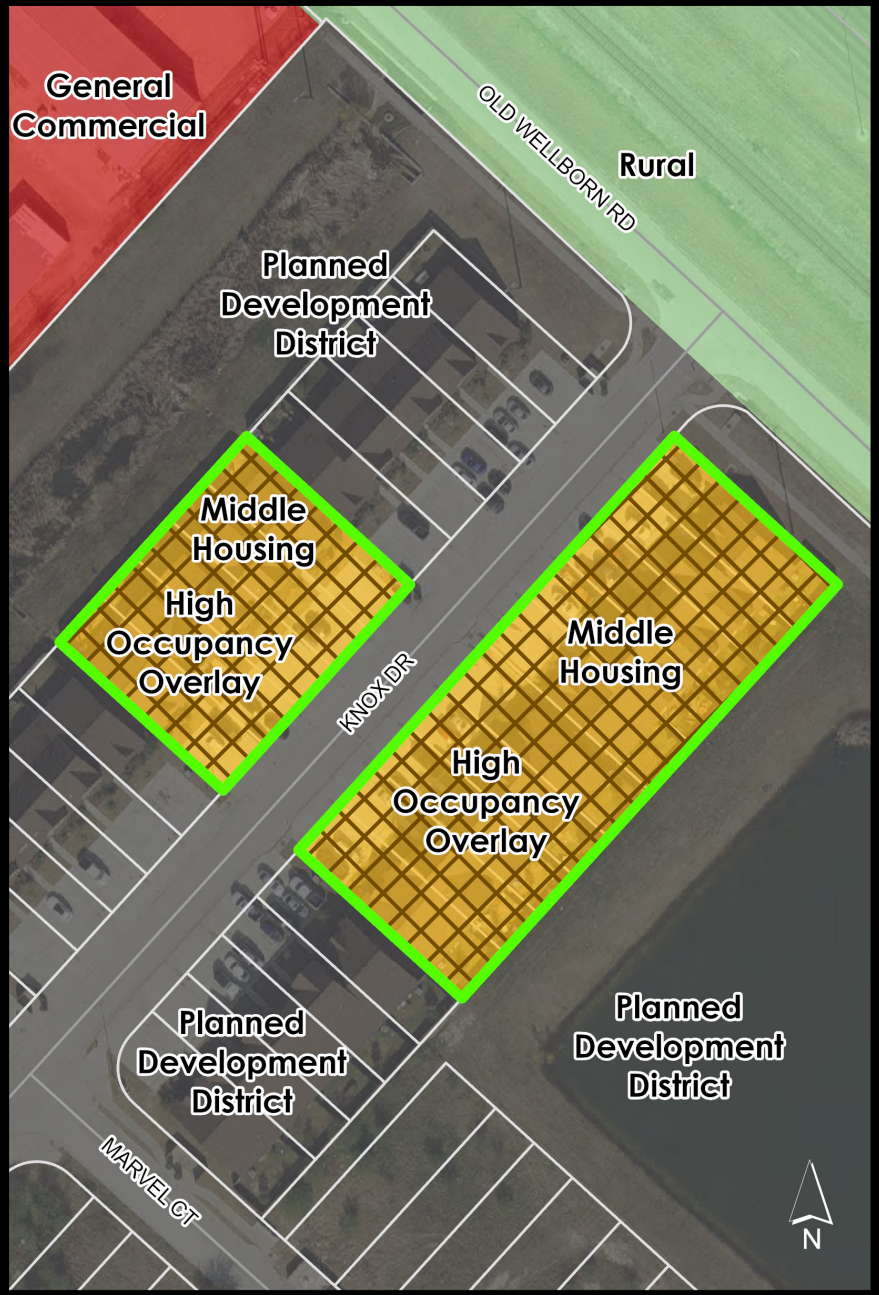
n/a

EXISTING
Future Land Use

EXISTING
Zoning



PROPOSED
Zoning



March 27, 2025
Item No. 9.2.
Barracks II MH and HOO - Baby Bear Drive

Sponsor: Jeff Howell, Senior Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay for approximately 0.412 acres at 418, 420, 422, 424, and 426 Baby Bear Drive, being Lots 1-5, Block 32 of The Barracks II Subdivision Phase 109, generally located northeast of the intersection of Baby Bear Drive and Towers Parkway.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): This item was heard at the March 6th Planning and Zoning Commission meeting where the Commission voted 5-2 to recommend approval.

Summary: This request is to rezone approximately 0.412 acres of land being five platted lots generally located at 418, 420, 422, 424, and 426 Baby Bear Drive from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay. The subject properties were originally platted in 2016 and developed as a townhome development with a group of buildings containing five attached units. The applicant intends to maintain the existing structure and rezone to allow for the existing townhomes to function as a shared housing use. Shared housing is not an allowed use in the current PDD Planned Development District zoning district. The request to Middle Housing is in line with the reduced setbacks for townhome development that were included as part of the original PDD modifications. If rezoned, the property would be required to go through the site-planning process to ensure that it meets all of the requirements for a shared housing development.

REZONING REVIEW CRITERIA

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 planned development district zoned properties with single-family attached (townhome) development to the north, south, and east. To the west it is zoned PDD as well as developed as a park and common area. 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/or 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 townhouse development, although some uses would require replatting of the lots to fit the dimensional standards of the MH Middle Housing zoning district. The existing townhome development would require a minor site plan to allow for shared housing uses.

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. The residential lots front and will continue to take access from Baby Bear Drive, which is classified as a local street. The proposed use is expected to generate less than 150 trips in any peak hour; therefore, a TIA was not required. Additionally, while there are existing sidewalks on Baby Bear Drive, future improvements and right-of-way dedications may be provided as properties are redeveloped and re-platted.

5. The marketability of the property:

The uses allowed by the proposed zoning district are generally marketable for the area. The applicant has stated 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. Barracks II Phase 109

2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant’s Supporting Information
6. Existing Future Land Use Map
7. Rezoning Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM PDD PLANNED DEVELOPMENT DISTRICT TO MH MIDDLE HOUSING AND HOO HIGH OCCUPANCY OVERLAY FOR APPROXIMATELY 0.412 ACRES AT 418, 420, 422, 424, AND 426 BABY BEAR DRIVE, BEING LOTS 1-5, BLOCK 32 OF THE BARRACKS II SUBDIVISION PHASE 109 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 27th day of March, 2025.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay:

LOTS 1-5, BLOCK 32 OF THE BARRACKS II SUBDIVISION PHASE 109

Exhibit B

EXISTING
Zoning
Middle Housing
Townhouse
GOLDILOCKS LN
Planned Development District
Planned Development District
BLK: 32
LT: 1
TOWERS PW
BABY BEAR DR
Planned Development District
Townhouse
TOWERS PW
N
PROPOSED
Zoning
Middle Housing
Townhouse
GOLDILOCKS LN
Planned Development District
BLK: 32
LT: 1
Middle Housing
High Occupancy Overlay
BLK: 32
LT: 1
TOWERS PW
BABY BEAR DR
Planned Development District
Townhouse
TOWERS PW
N

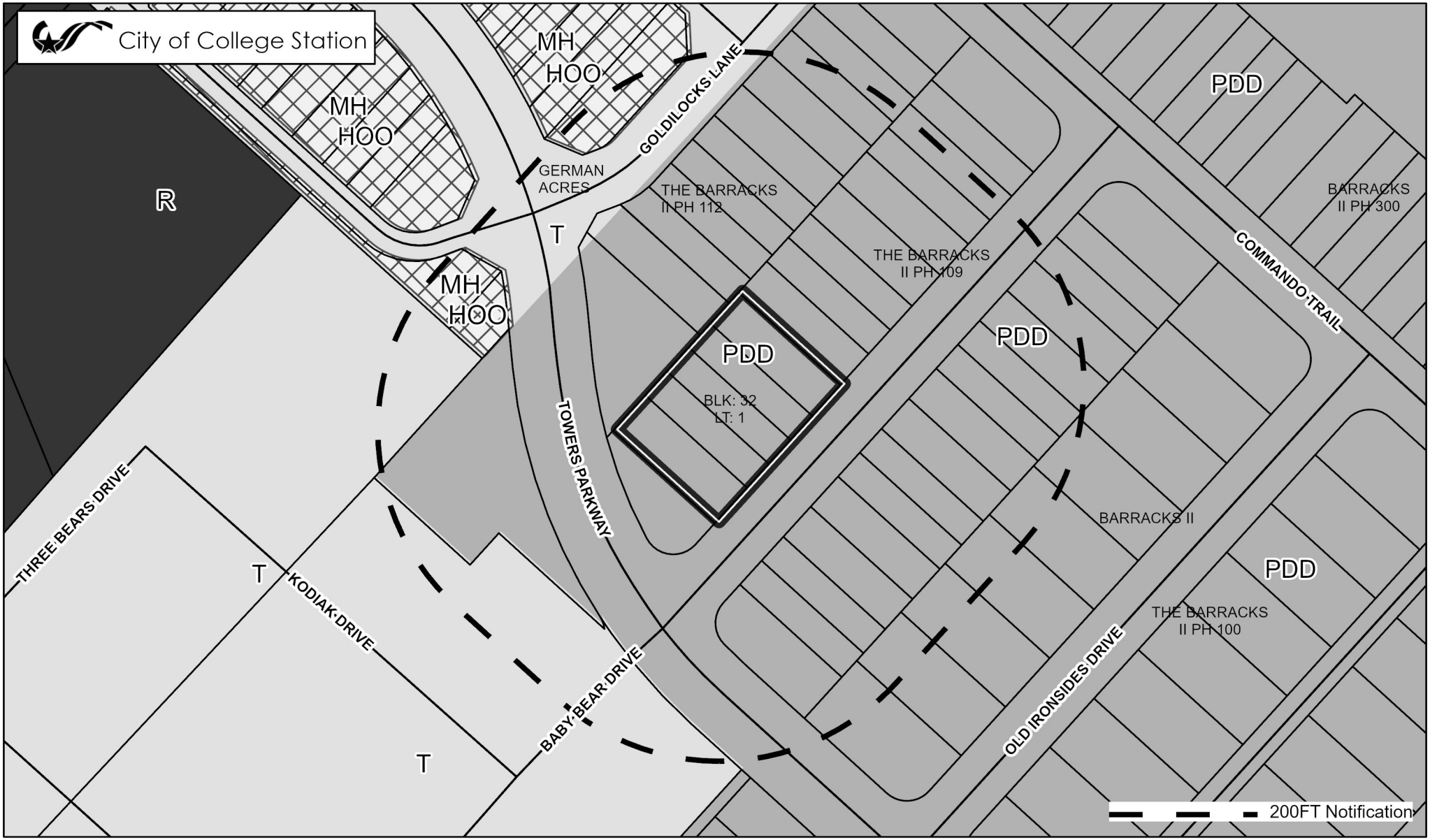
NORTH

0 62.5 125 Feet

BARRACKS II SUBDIVISION BABY BEAR MIDDLE HOUSING AND HOO

Case: REZ2024-000031

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

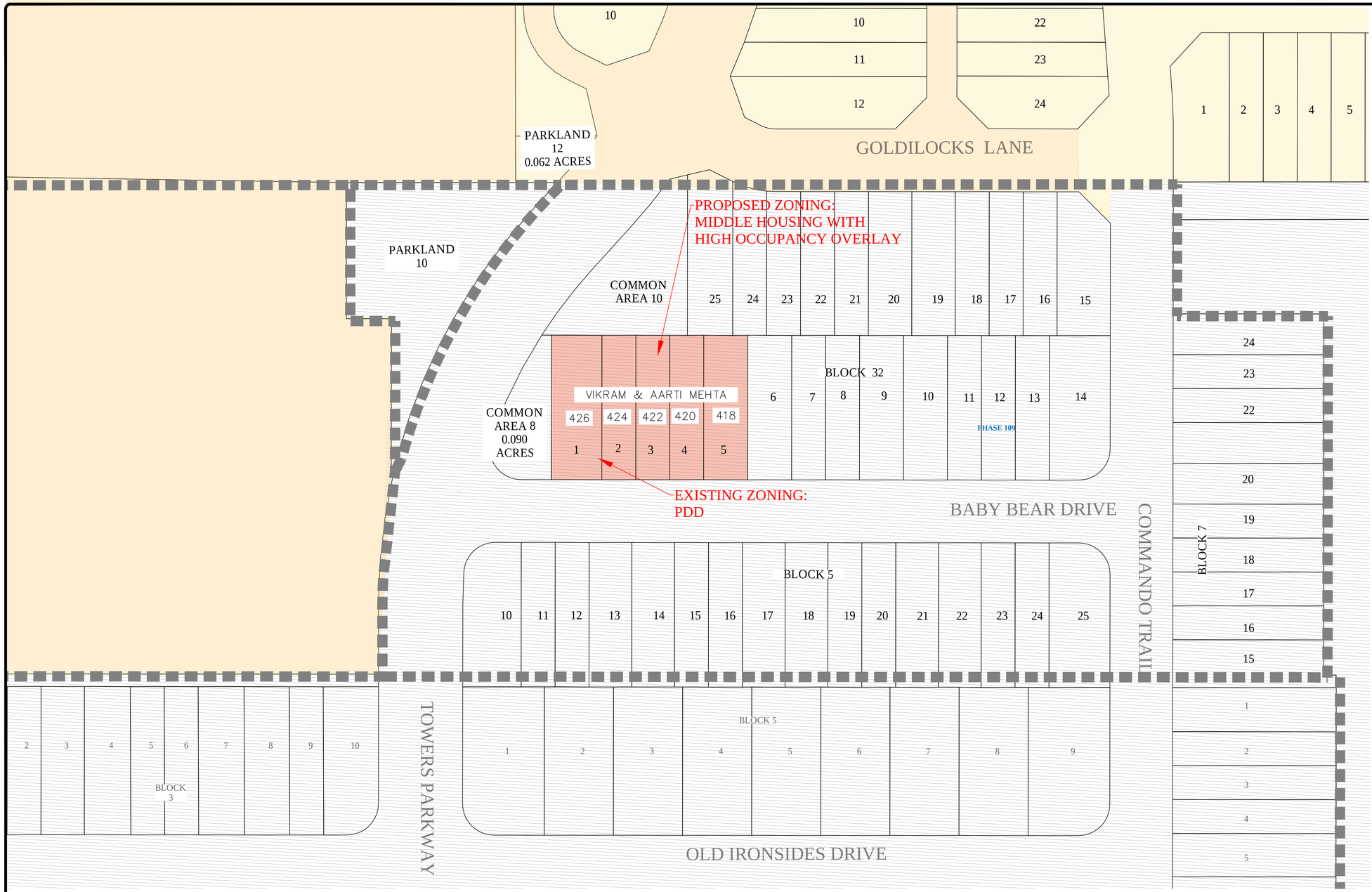
NORTH

0 112.5 225 Feet

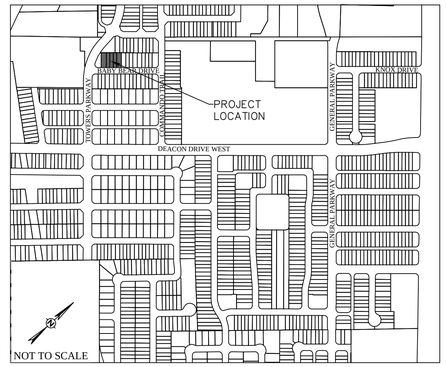
BARRACKS II SUBDIVISION BABY BEAR MIDDLE HOUSING AND HOO

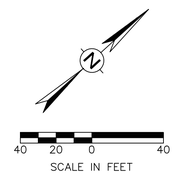
Case: REZ2024-000031

REZONING



VICINITY MAP





LEGEND

- ZONING CHANGE BOUNDARY
- PROPOSED PUBLIC UTILITY EASEMENT (P.U.E.)
- PROPOSED PRIVATE DRAINAGE EASEMENT (Pr.D.E.)
- EXISTING PUBLIC UTILITY EASEMENT (P.U.E)
- EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
- EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
- PROPERTY CORNER

EXISTING ZONING

- TOWNHOUSE
- MIDDLE HOUSING AND HIGH OCCUPANCY OVERLAY
- PLANNED DEVELOPMENT DISTRICT

PROPOSED ZONING

- MH – MIDDLE HOUSING & HOO – HIGH OCCUPANCY OVERLAY

NOTES:

1. SAID LOT DOES NOT APPEAR TO BE UNDER THE 100 YEAR FLOOD PLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON COMMUNITY PANEL NO.48041C0310F EFFECTIVE DATE, APRIL 2, 2014.

REZONING EXHIBIT

THE BARRACKS II SUBDIVISION
LOTS 1-5 BLOCK 32, PHASE 109
0.412 ACRES

EXISTING ZONING - PLANNED DEVELOPMENT DISTRICT
PROPOSED ZONING - MIDDLE HOUSING AND HOO HIGH OCCUPANCY OVERLAY
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1"=40'
JANUARY 2025

OWNER:
VIKRAM & AARTI MEHTA
9815 Martha Springs Dr
Houston, TX 77070
(281) 808-0289

ENGINEER:
Schultz Engineering, LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
www
(979) 764-3900

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: March 6, 2025
Advertised Council Hearing Date: March 27, 2025

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:

The Barracks at Rock Prairie

Property owner notices mailed: 49

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	PDD Planned Development District	Townhomes, Common Area
South	Mixed Residential	PDD Planned Development District	Townhomes, Baby Bear Drive (ROW)
East	Mixed Residential	PDD Planned Development District	Townhomes
West	Parks & Greenways, Mixed Residential	PDD Planned Development District	Parkland, Common area, Vacant, Towers Parkway (ROW)

DEVELOPMENT HISTORY

Annexed: November 2002

Zoning: A-O Agricultural-Open (upon annexation 2002)
A-O Agricultural-Open renamed to R Rural (2013)
R Rural to PDD Planned Development District (2014)
PDD Planned Development District to PDD Planned Development District (2015)

Final Plat: THE BARRACKS II SUBDIVISION, Phase 109 (2016)

Site Development: Townhomes

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: BARRACKS II MH AND HOO (101,103,105,107,109 & 110-119 KNOX) (REZ2024-000030)

Address: 101 KNOX DR

Legal Description: THE BARRACKS II PH 401, BLOCK 29, LOT 27

Total Acreage: 1.97

Applicant:: SCHULTZ ENGINEERING

Property Owner: CM Delta Ridge LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

These are existing properties that are needing to be brought in to compliance with city zoning.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The 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.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current zoning does not allow for the HOO.

Explain the suitability of the property for uses permitted by the rezoning district requested.

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.

Explain the suitability of the property for uses permitted by the current 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.

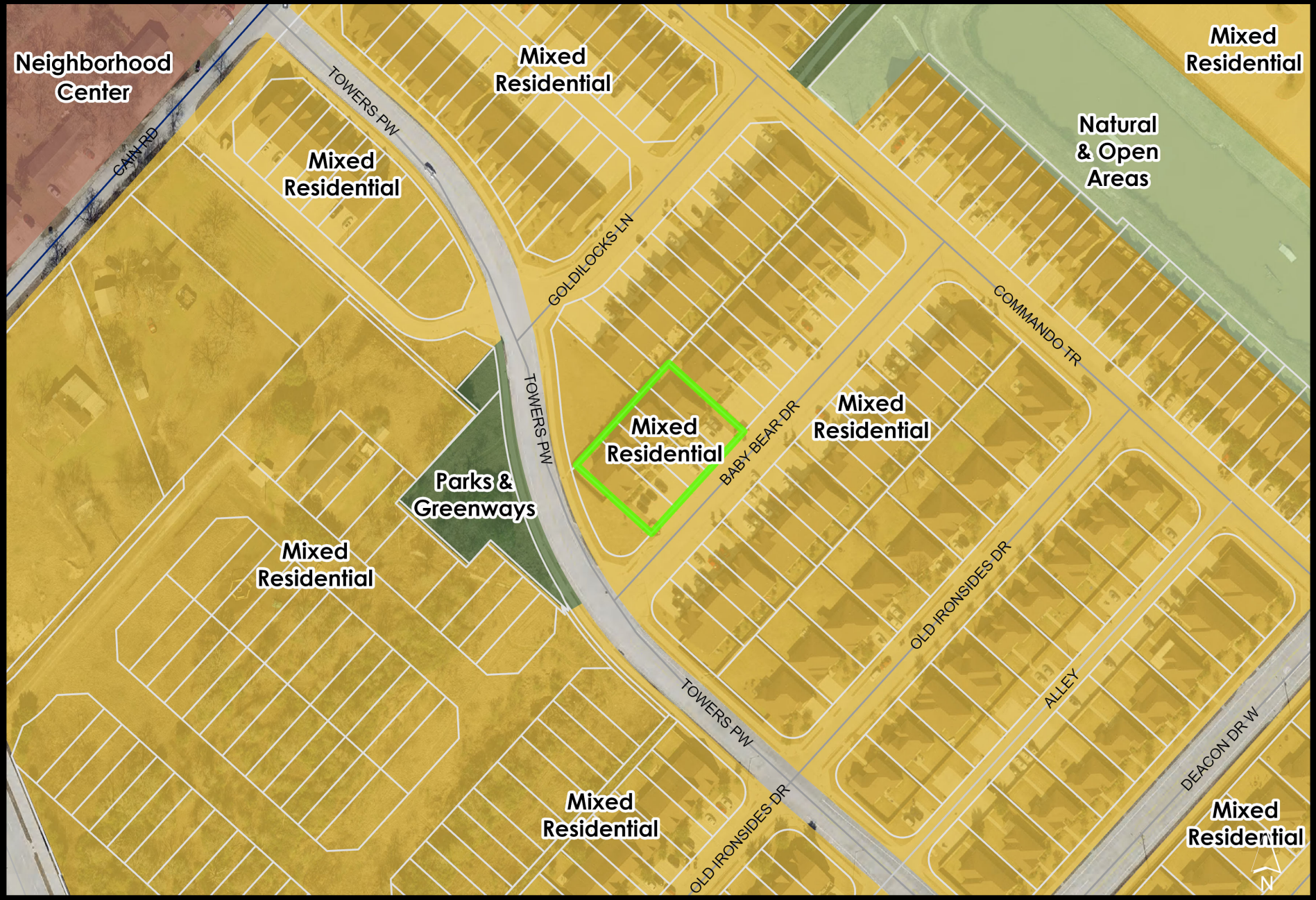
Explain the marketability of the property for uses permitted by the current zoning district.

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.

List any other reasons to support this zone change.

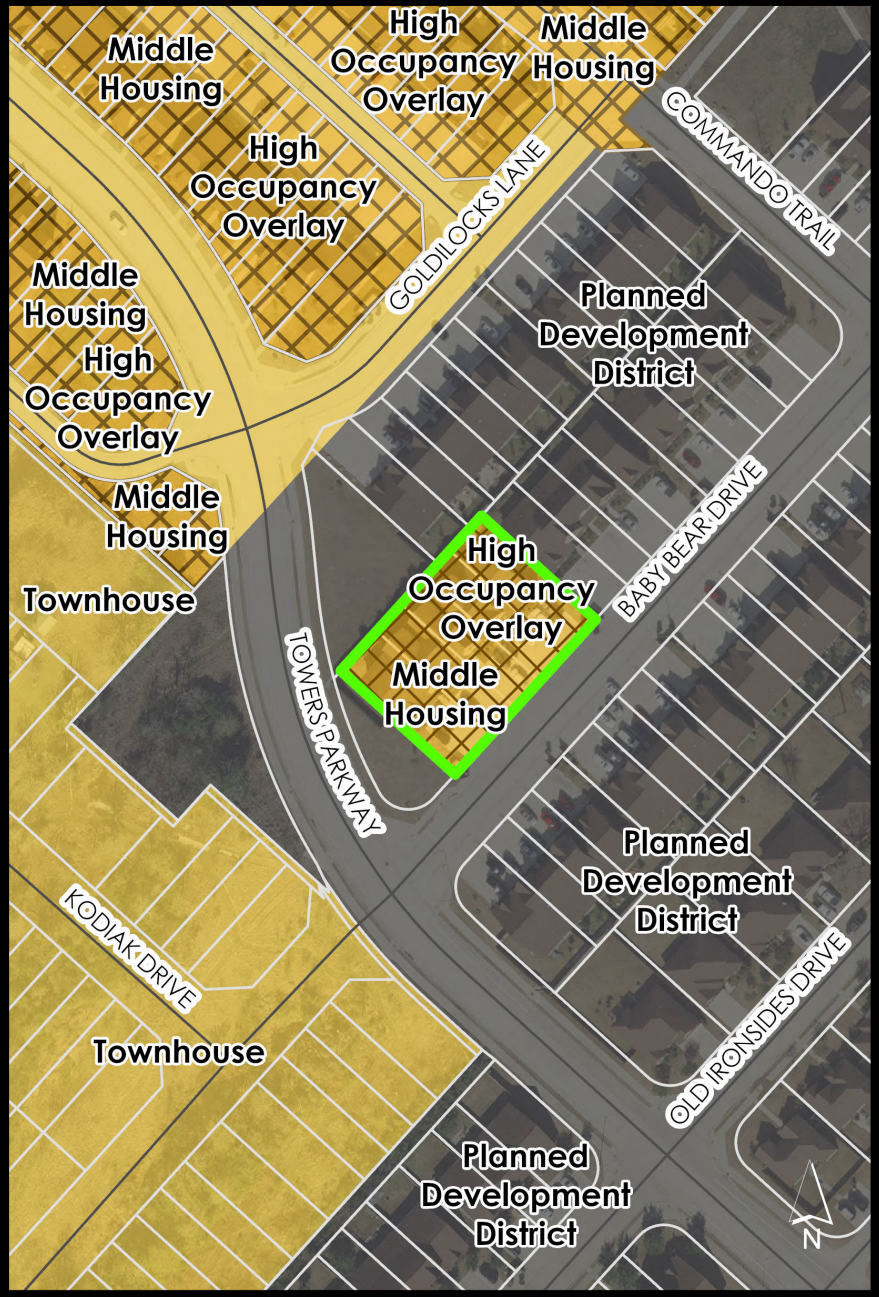
n/a

EXISTING
Future Land Use



EXISTING
Zoning

PROPOSED
Zoning



March 27, 2025
Item No. 9.3.
Barracks II MH and HOO - Deacon Drive West

Sponsor: Jeff Howell, Senior Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay for approximately 0.406 acres at 133, 135, 137, 139, and 141 Deacon Drive West, being Lots 1-5, Block 21 of The Barracks II Subdivision Phase 107, generally located northeast of the intersection of Deacon Drive West and General Parkway.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): This item was heard at the March 6th Planning and Zoning Commission meeting where the Commission voted 5-2 to recommend approval.

Summary: This request is to rezone approximately 0.406 acres of land being five platted lots generally located at 133, 135, 137, 139, and 141 Deacon Drive West from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay. The subject properties were originally platted in 2015 and developed as a townhome development with a group of buildings containing five attached units each. The applicant intends to maintain the existing structure and rezone to allow for the existing townhomes to function as a shared housing use. Shared housing is not an allowed use in the current PDD Planned Development District zoning district. The request to Middle Housing is in line with the reduced setbacks for townhome development that were included as part of the original PDD modifications. If rezoned, the property would be required to go through the site-planning process to ensure that it meets all of the requirements for a shared housing development.

REZONING REVIEW CRITERIA

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 planned development district zoned properties with single-family attached (townhome) development to the north and east. To the south and to the west it is developed as a park and a pond. 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/or 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 townhouse development, although some uses would require replatting of the lots to fit the dimensional standards of the MH Middle Housing zoning district. The existing townhome development would require a minor site plan to allow for shared housing uses.

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. The residential lots front on Deacon Drive West and will continue to take access from the alley at the rear of the property connecting to General Parkway. The proposed use is expected to generate less than 150 trips in any peak hour; therefore, a TIA was not required. Additionally, while there are existing sidewalks on Deacon Drive West, future improvements and right-of-way dedications may be provided as properties are redeveloped and re-platted.

5. The marketability of the property:

The uses allowed by the proposed zoning district are generally marketable for the area. The applicant has stated 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:

Attachments:

1. Barracks II Phase 107 Ordinance
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant’s Supporting Information
6. Existing Future Land Use Map
7. Rezoning Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM PDD PLANNED DEVELOPMENT DISTRICT TO MH MIDDLE HOUSING AND HOO HIGH OCCUPANCY OVERLAY FOR APPROXIMATELY 0.406 ACRES AT 133, 135, 137, 139, AND 141 DEACON DRIVE WEST, BEING LOTS 1-5, BLOCK 21 OF THE BARRACKS II SUBDIVISION PHASE 107 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 27th day of March, 2025.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

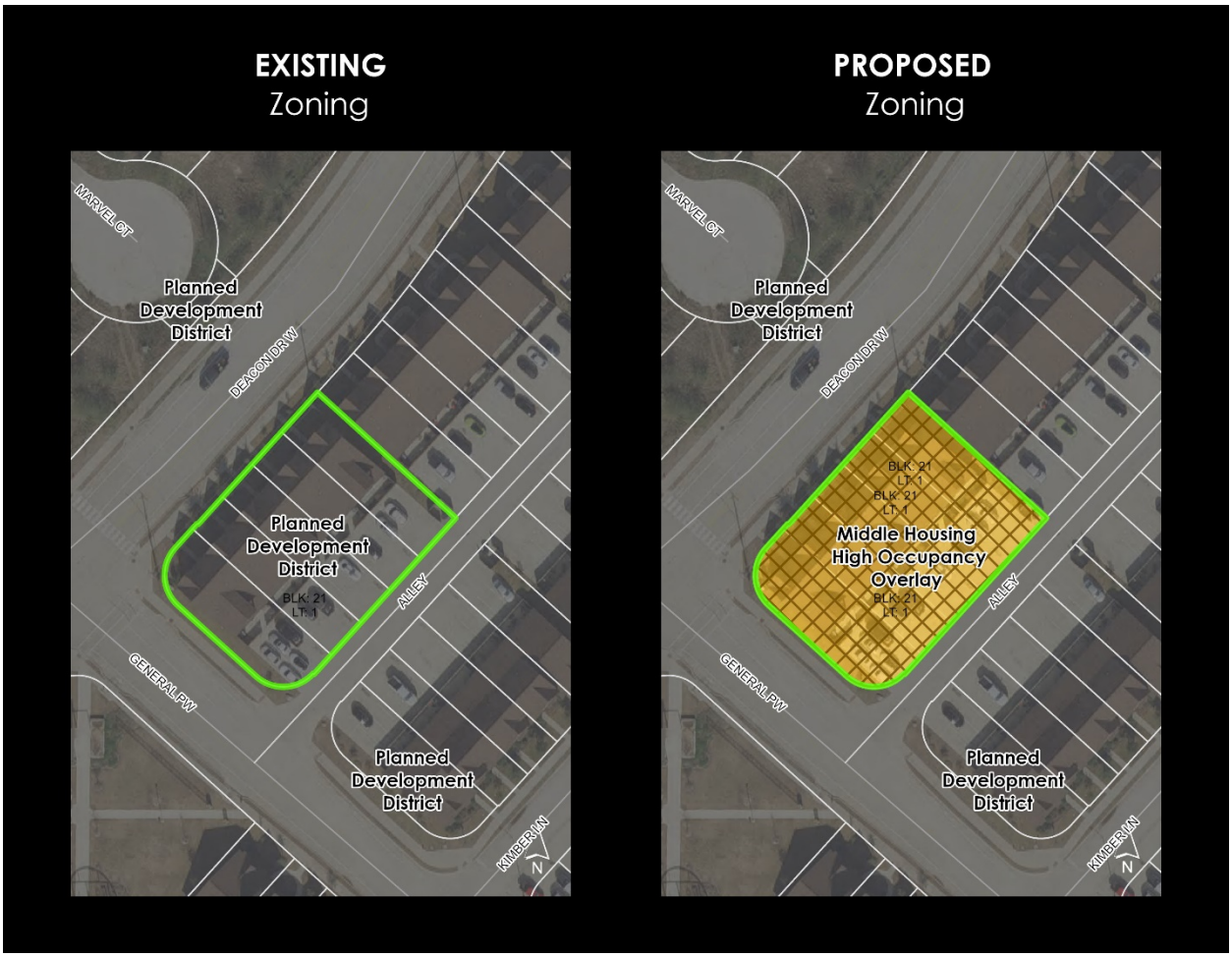
Exhibit A

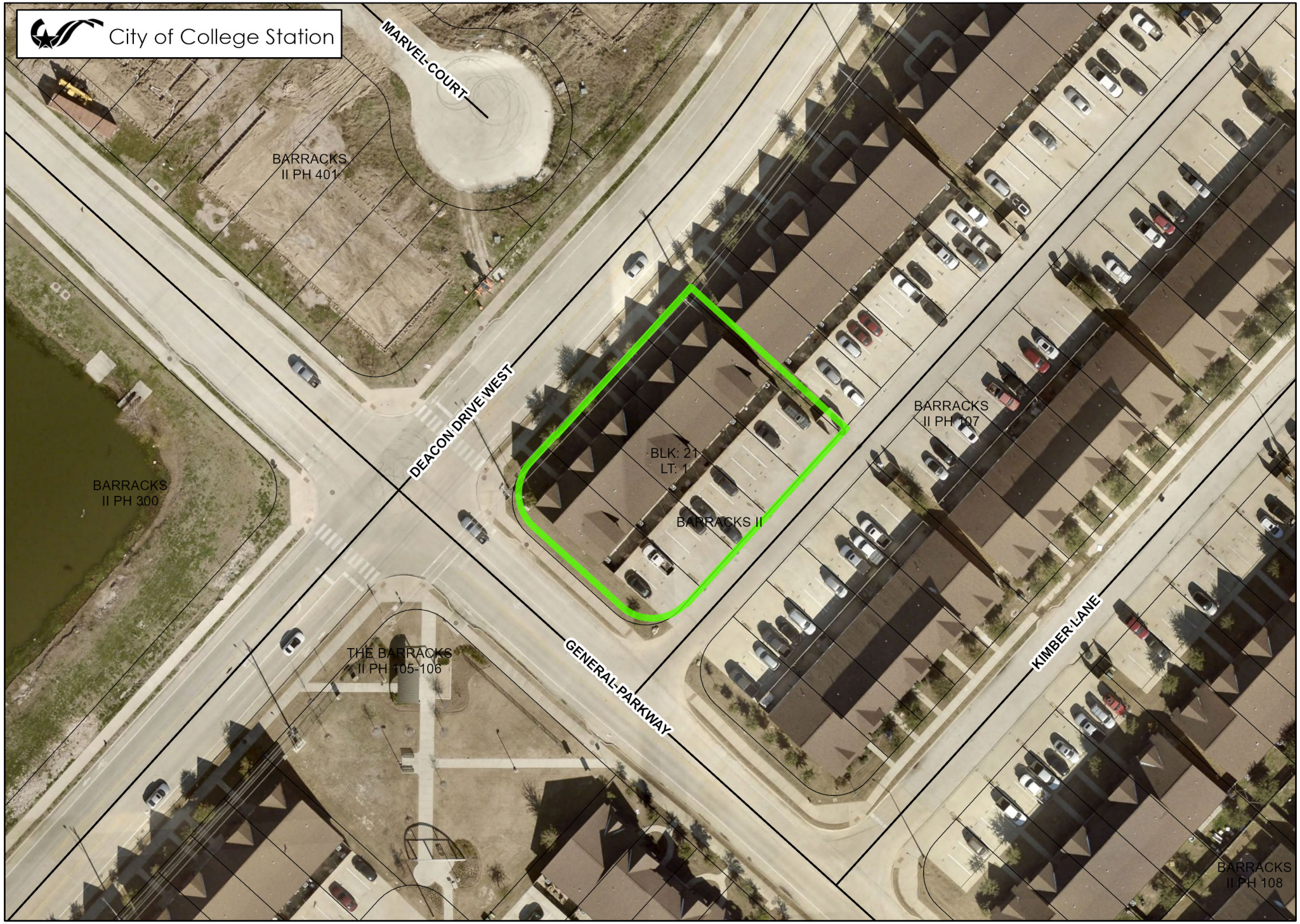
That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay:

LOTS 1-5, BLOCK 21 OF THE BARRACKS II SUBDIVISION PHASE 107

Exhibit B

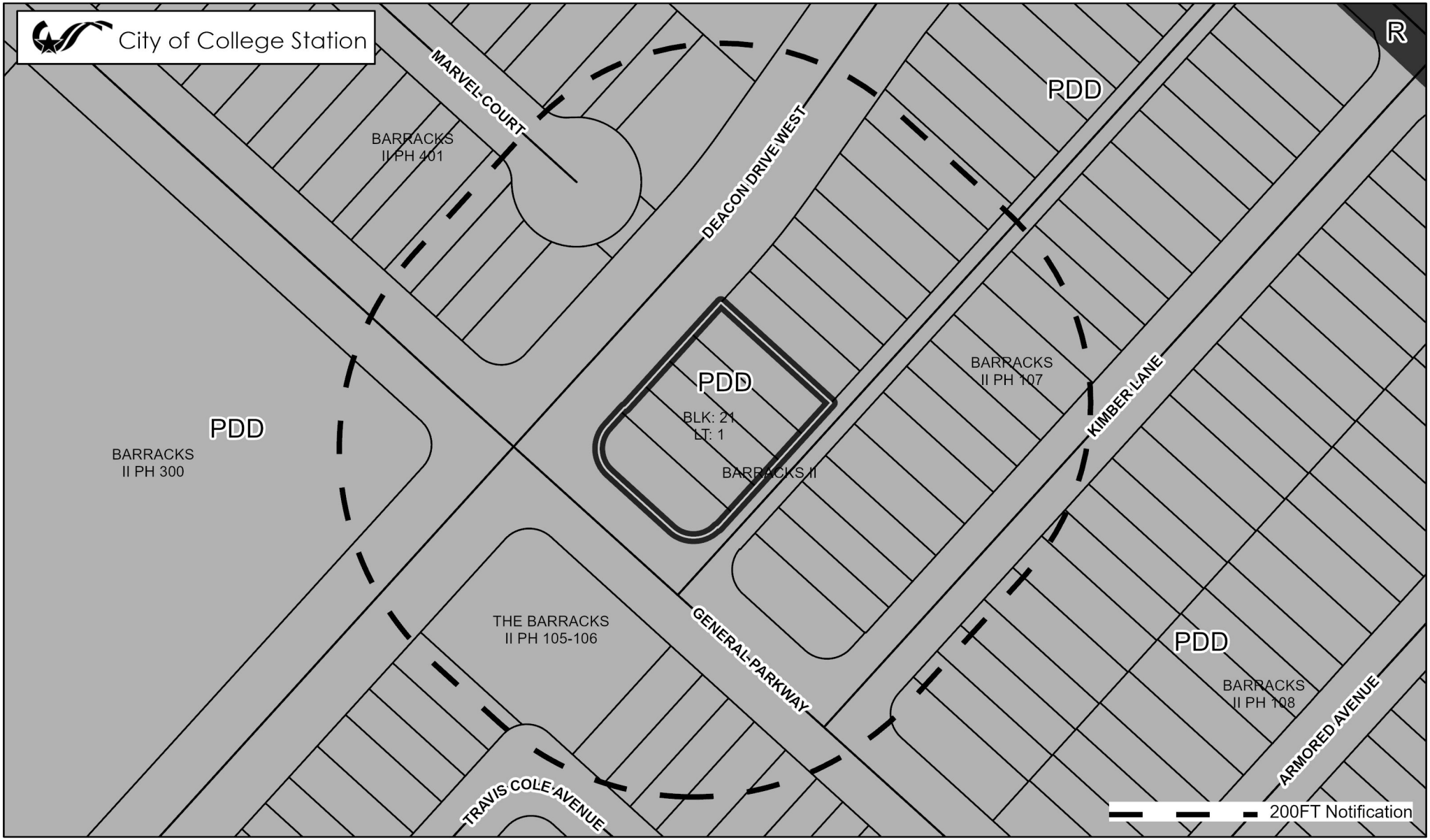

EXISTING
Zoning
PROPOSED
Zoning
MARVEL CT
Planned Development District
DEACON DR W
Planned Development District
BLK: 21
LT: 1
ALLEY
GENERAL PW
Planned Development District
KIMBERLIN
N
MARVEL CT
Planned Development District
DEACON DR W
BLK: 21
LT: 1
BLK: 21
LT: 1
Middle Housing High Occupancy Overlay
BLK: 21
LT: 1
ALLEY
GENERAL PW
Planned Development District
KIMBERLIN
N



BARRACKS II SUBDIVISION DEACON MIDDLE HOUSING AND HOO

Case: REZ2024-000032

REZONING



ZONING DISTRICTS (In Grayscale)

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- E Estate
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- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
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- NCO Nbrhd. Conservation Ovr.
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- 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 0 100 200 Feet

BARRACKS II SUBDIVISION DEACON MIDDLE HOUSING AND HOO

Case: REZ2024-000032

REZONING

VICINITY MAP

LEGEND

- ZONING CHANGE BOUNDARY
- PROPOSED PUBLIC UTILITY EASEMENT (P.U.E.)
- PROPOSED PRIVATE DRAINAGE EASEMENT (Pr.D.E.)
- EXISTING PUBLIC UTILITY EASEMENT (P.U.E)
- EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
- EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
- PROPERTY CORNER

EXISTING ZONING

- PLANNED DEVELOPMENT DISTRICT

PROPOSED ZONING

- MH – MIDDLE HOUSING & HOO – HIGH OCCUPANCY OVERLAY

NOTES:

1. SAID LOT DOES NOT APPEAR TO BE UNDER THE 100 YEAR FLOOD PLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON COMMUNITY PANEL NO.48041C0310F EFFECTIVE DATE, APRIL 2, 2014.

REZONING EXHIBIT

THE BARRACKS II SUBDIVISION
LOTS 1-5 BLOCK 21, PHASE 107
0.406 ACRES

EXISTING ZONING - PLANNED DEVELOPMENT DISTRICT
PROPOSED ZONING - MIDDLE HOUSING AND HOO HIGH OCCUPANCY OVERLAY
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1"=40'
JANUARY 2025

OWNER:
MARY LYNN HEGAR
21100 FM 159 RD
Navasota, TX 77868

ENGINEER:
Kimley Engineering LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
www
(979) 764-3900

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: March 6, 2025
Advertised Council Hearing Date: March 27, 2025

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:

The Barracks at Rock Prairie

Property owner notices mailed: 48

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	PDD Planned Development District	Vacant, Deacon Drive West (ROW)
South	Mixed Residential	PDD Planned Development District	Townhomes
East	Mixed Residential	PDD Planned Development District	Townhomes
West	Parks & Greenways, Natural & Open Areas	PDD Planned Development District	Parkland, Common area (drainage)

DEVELOPMENT HISTORY

Annexed: November 2002

Zoning: A-O Agricultural-Open (upon annexation 2002)

A-O Agricultural-Open to PDD Planned Development District (2011)

PDD Planned Development District to PDD Planned Development District (2013)

PDD Planned Development District to PDD Planned Development District (2014)

Final Plat: THE BARRACKS II SUBDIVISION, Phase 107 (2015)

Site Development: Townhomes

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: BARRACKS II SUBDIVISION DEACON MIDDLE HOUSING AND HOO (REZ2024-000032)

Address: 141 DEACON DR W

Legal Description: THE BARRACKS II PH 107, BLOCK 21, LOT 1

Total Acreage: 0.406

Applicant:: SCHULTZ ENGINEERING

Property Owner: HEGAR MARY LYNN ETAL

List the changed or changing conditions in the area or in the City which make this zone change necessary.

These are existing properties that are needing to be brought in to compliance with city zoning.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The 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.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current zoning does not allow for the HOO.

Explain the suitability of the property for uses permitted by the rezoning district requested.

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.

Explain the suitability of the property for uses permitted by the current 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.

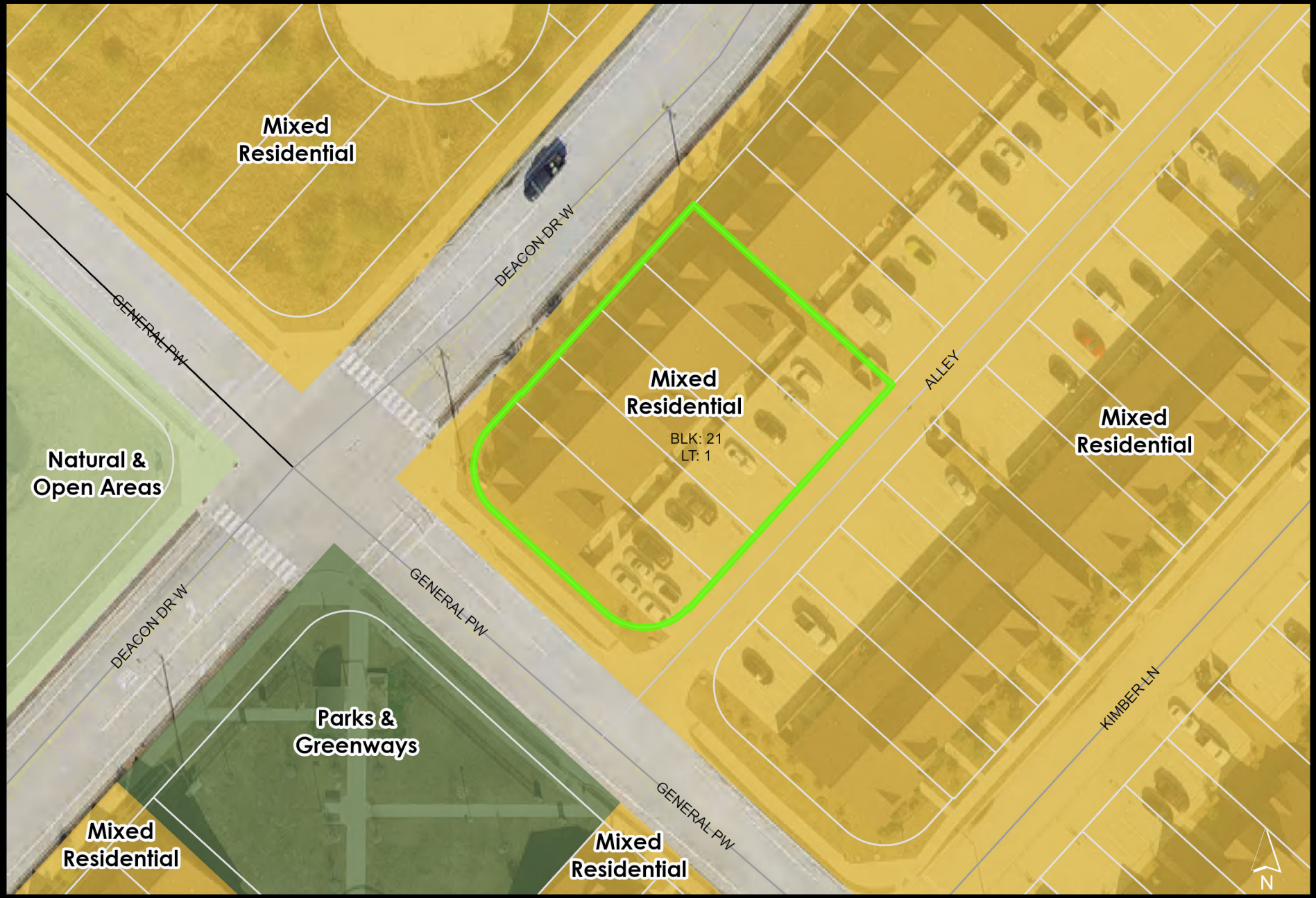
Explain the marketability of the property for uses permitted by the current zoning district.

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.

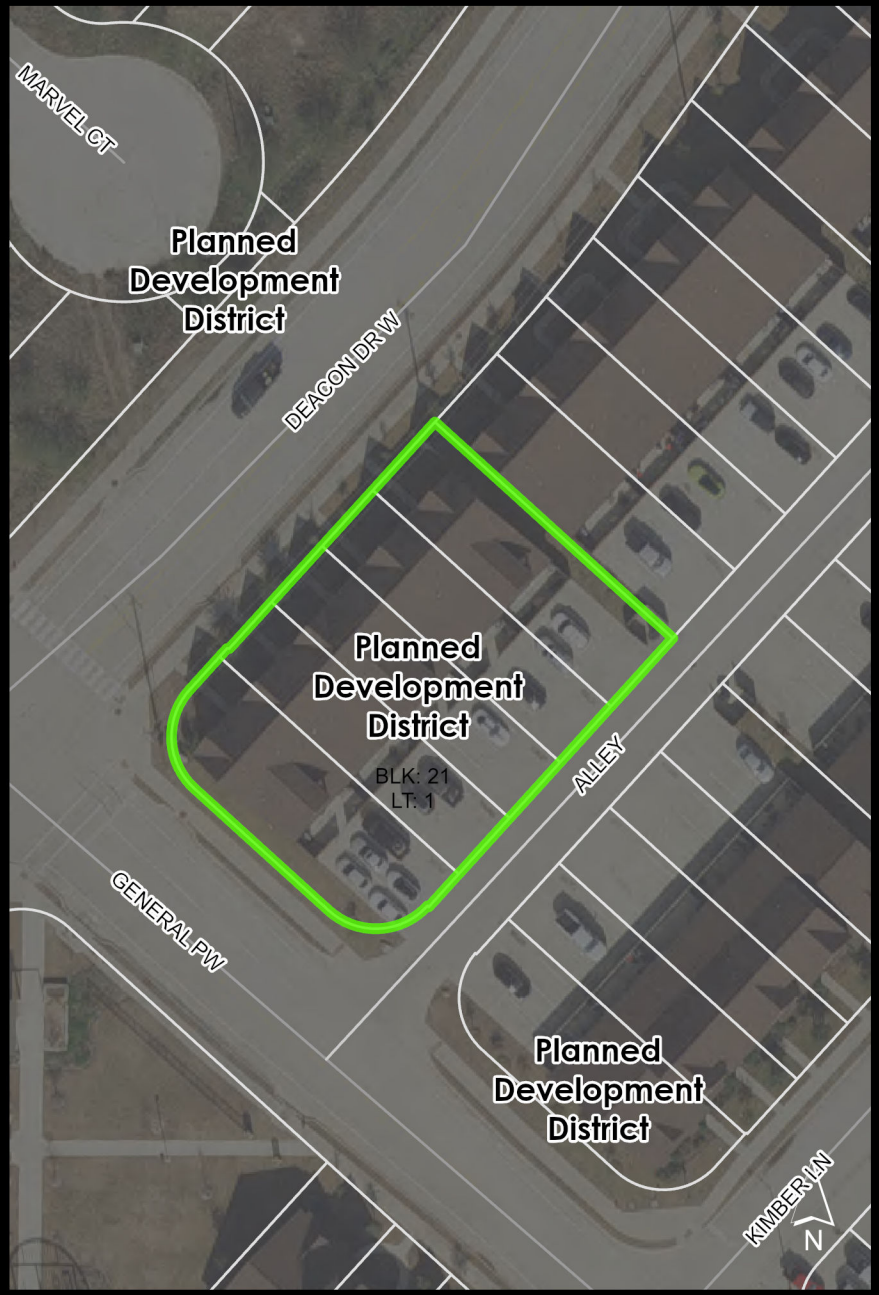
List any other reasons to support this zone change.

n/a

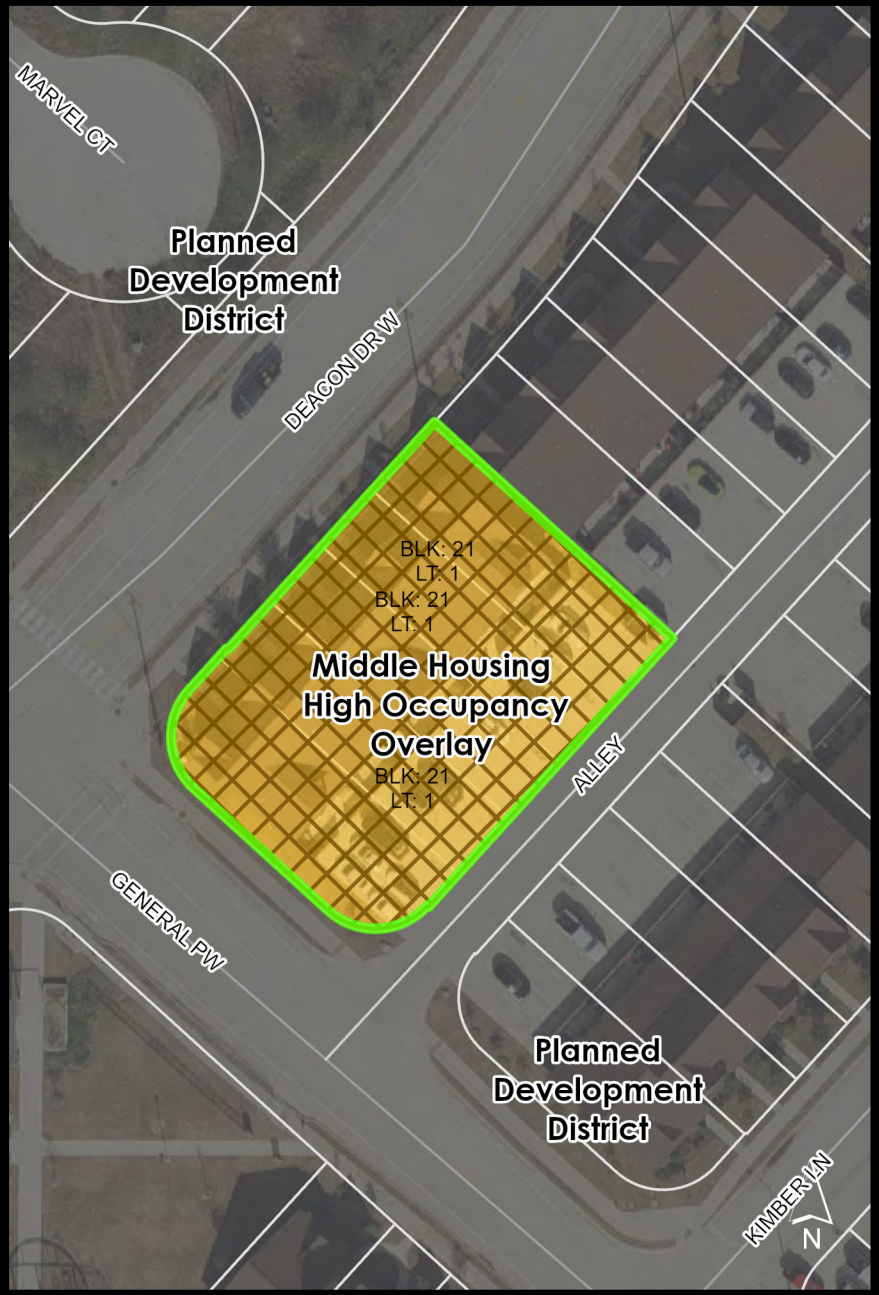
EXISTING
Future Land Use



EXISTING
Zoning



PROPOSED
Zoning



March 27, 2025
Item No. 9.4.
Technology Way Right-of-Way Abandonment

Sponsor: Lucas Harper

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action approving an ordinance repealing Ordinance No. 2015-3692 and vacating and abandoning a 0.46-acre portion of a 70-foot-wide right-of-way located along Lots 2 and 1R, Block 4 of The Business Center at College Station Subdivision, Phase Three, Brazos County, Texas according to the plat recorded in Volume 3764, Page 130 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 a result of a desire to construct a commercial drive aisle and parking in the area currently occupied by a portion of Technology Way right-of-way. The originally dedicated right-of-way will not be extended through the area of Lot 1R as originally planned and has been removed from the City of College Station thoroughfare plan. The applicant owns all property surrounding the portion of the right-of-way and desires to continue development of the site through the construction of new structures and the necessary supporting drive aisles and parking.

The prior abandonment ordinance is being repealed and the new vacation and abandonment adopted to update the abandonment with the conditions of the restated development agreement.

The right-of-way is located approximately 470 feet northeast of the intersection of Technology Way and Lakeway Drive.

Budget & Financial Summary: N/A

Attachments:

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

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):

A 0.46 of one acre out of Technology Way. A compete legal description is attached hereto and incorporated herein as Exhibit No. 1.

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name *Alan Riley* E-mail *ariley@stata.com*

Street Address *4905 Lakeway Drive*

City *College Station* State *Texas* Zip Code *77845*

Phone Number *979-696-4600* Fax Number *979-696-4601*

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name *StataCorp LP, a Texas Limited Partnership (converted to StataCorp LLC)* E-mail *accounting@stata.com*

Street Address: *4905 Lakeway Drive*

City *College Station* State *Texas* Zip Code *77845*

Phone Number *979-696-4600* Fax Number *979-696-4601*

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Alan Riley President
Signature and title

9-25-2024
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 platted tract of lane affected by such abandonment will continue to have road access onto Technology Way and no public utilities are affected.

8. That there is no current public need or use for the easement or right-of-way because:

The abandonment right-of-way is a small portion of the cul-de-sac at the end of Technology Way. The public does not habve a need for this area, the remaining cul-de-sac being sufficient for the public's use and needs.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The right-of-way is part of the cul-de-sac at the end of Technology Way and the City of College Station, on itsr master plan, has no plans to extend Technology Way at this location.

10. That all public utilities have access to serve current and future customers because:

The right-of-way to be abandoned abuts a current 30' wide public utility easement that services the area. This easement will be unaffected by this requested abandonment. There are no utilities located in the right-of-way.

11. Such public right-of-way/easement has been and is being used as follows:

Currently, the right-of-way forms a part of the cul-de-sac at the end of Technology Way and as such is a part of the driving area of the current street.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Alan Riley, President
Signature and title

9-25-2024
Date

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 25 day of September 2024, ~~2009~~ by Alan Riley. KH

KRISTEN HERRING
Notary ID #11835785
My Commission Expires
March 27, 2028

Kristen Herring
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *0.46 of 1 acre of Technology Way, College Station, TX*

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

the S.W. Robertson Survey, Abstract No. 202,

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT " A"

FIELD NOTES
ABANDONMENT OF PUBLIC RIGHT OF WAY
0.46 OF ONE ACRE
OUT OF
TECHNOLOGY WAY RIGHT OF WAY
CALLED 1.129 ACRE TRACT
VOLUME 3764, PAGE 130
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
DECEMBER 9, 2014
UPDATED JANUARY 8, 2025

All that certain lot, tract or parcel of land being 0.46 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being a part of that certain Called 1.129 acre tract known as Technology Way as described in plat of record in Volume 3764, Page 130, Official Records of Brazos County, Texas, said 0.46 of one acre being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod set for the most westerly corner, said corner being located in the northwest line of said Called 1.129 acre tract, said corner also being located in the southeast line of the Stata Corporation Called 8.00 acre tract being Lot 2, Block 4, The Business Center at College Station, Phase 2 as described in Volume 3506, Page 182, a 3/4" Iron Pipe in Concrete found in the northwest right-of-way line of Technology Way bears S 23°23'50" W a distance of 106.79 feet;

THENCE N 23°23'50" E, along the northwest line of said Called 1.129 acre tract and the southeast line of said Called 8.00 acre tract a distance of 137.85 feet to a 1/2" Iron Rod with Cap found for a point of curvature of said 1.129 acre tract, said corner being an interior corner of the Statacorp, LP Called 8.923 acre tract being Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Volume 11884, Page 1;

THENCE continuing along said northwest line of 1.129 acre tract around a curve in a counterclockwise direction having a delta angle of 35°57'01", an arc distance of 31.37 feet, a radius of 50.00 feet, and a chord of N 05°25'23" E, a distance of 30.86 feet to a 1/2" Iron Rod with Cap found for a point of reverse curve of said 1.129 acre tract;

THENCE continuing along said northwest line of said 1.129 acre tract around a curve in a clockwise direction having a delta angle of 251°54'04", an arc distance of 241.81 feet, a radius of 55.00 feet, and a chord of S 66°36'10" E, a distance of 89.05 feet to a 1/2" Iron Rod with Cap found for a point of reverse curve of said 1.129 acre tract;

THENCE continuing along said southeast line of said 1.129 acre tract around a curve in a counterclockwise direction having a delta angle of 35°57'02", an arc distance of 31.37 feet, a radius of 50.00 feet, and a chord of S 41°22'21" W, a distance of 30.86 feet to a 1/2" Iron Rod with Cap found for the point of tangency of said curve;

THENCE S 23°23’50” W, along the southeast line of said Called 1.129 acre tract and the northwest line of said Called 8.923 acre tract a distance of 137.85 feet to a 1/2” Iron Rod with Cap set for the most southerly corner, a 5/8” Iron Rod with Cap found in the southeast right-of-way line of Technology Way bears S 23°23’50” W a distance of 106.80 feet;

THENCE N 66°36’10” W, a distance of 70.00 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 0.46 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on the ground during the month of November, 2014, and survey verified on the ground on December 16, 2024, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under Firm No. 10030200. North Orientation is based on rotating the southeast line of 1.129 acre tract to GRID North, CORS 2011, Epoch 2010.00, State Plane Central Zone. See copy of accompanying plat for additional information.

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *0.46 of 1 acre of Technology Way, College Station, TX*

EXHIBIT NO. 2 (a & b)

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.

Baseline | DCCM
Baseline Corp. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | Baseline.DCCM.com

NOTES:
North Orientation is based on rotating the southeast line of 1.129 Acre Tract to GRID North, (CORS 2011) Epoch 2010.00, State Plane Central Zone as per rtk GPS Solutions.

All improvements may not be shown.

Bearings and distances for the Parent Tract are Call & Actual.

● Indicates a 1/2" Iron Rod w/Cap Found

N

SCALE: 1"=100'

The City of College Station
Lot 2R, Block 4
The Business Center at College Station, Phase 3
30.275 Ac.
Plat 11640/99
Deed 1385/14

AL=241.81'
R=55.00'
Δ=251°54'04"
CL=89.05'
CB=S 66°36'10" E

20' wide P.U.E.

40' Building Setback Line
(3764/130)

AL=31.37'
R=50.00'
Δ=35°57'01"
CL=30.86'
CB=N 05°25'23" E

50' Drainage & PUE

Stata Corporation, a Texas Corporation
Lot 2, Block 4
The Business Center at College Station
Phase 2
8.00 Ac.
Plat 3490/267
Deed 3506/182

MH

Abandonment of Public Right-of-Way 0.46 Acres

AL=31.37'
R=50.00'
Δ=35°57'02"
CL=30.86'
CB=S 41°22'21" W

1/2" Iron Rod Fnd.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 23°23'50" E	137.85'
L2	S 23°23'50" W	137.85'
L3	N 66°36'10" W	70.00'
L4	N 50°25'19" E	97.99'
L5	S 03°37'39" E	97.99'
L6	N 66°36'10" W	89.05'
L7	N 77°26'48" E	55.00'
L8	N 30°39'08" W	55.00'

STATACORP, LP, a Texas limited partnership
Lot 1R, Block 4
The Business Center at College Station, Phase 3
8.923 Ac.
Plat 11640/99
Deed 11884/1

Set 1/2" Iron Rod w/Cap

X in Conc.

50' X 100'
Joint Access Esmt.
(3764/130)

S 78°26'05" W 1477.44' to GPS Mon. 11

POB
Set 1/2" Iron Rod w/Cap

S 23°23'50" W 106.79'

Walk

S 23°23'50" W 106.80'

5/8" Iron Rod w/Cap

3/4" Iron Pipe w/Conc

Board of Regents
The Texas A&M University System
Lot 3, Block 4
The Business Center at College Station, Phase 3
14.50 Ac.
Plat 3764/130
Deed 4207/252

30' Landscape, Access, & Public Utility Esmt. (3490/267)

Technology Way (70' R.O.W.)
1.129 Ac. 3764/130

30' Landscape & Utility Esmt. (3764/130)

Lakeway Drive
(80' R.O.W.)

STATE OF TEXAS
REGISTERED
HORACE CLARK STRONG
4961
PROFESSIONAL
LAND SURVEYOR

ABANDONMENT OF PUBLIC RIGHT-OF-WAY
0.46 OF ONE ACRE
OUT OF
TECHNOLOGY WAY ROW
VOLUME 3764, PAGE 130
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS

SCALE: 1"=100' NOVEMBER 3, 2014
UPDATED: JANUARY 8, 2025
REVISED: JANUARY 29, 2025

Survey verified on the ground December 16, 2024

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Lot 2R, Block 4, The Business Center at College Station Tx, Phase 3

EXHIBIT NO. 3 (PG 1 of 4)

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: Korey LeMond [redacted]

Title: _____

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: Lot 2R, Block 4, The Business Center at College Station Tx, Phase 3

EXHIBIT NO. 3 (PG 2 of 4)

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 Communications
~~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: *0.46 of 1 acre of Technology Way, College Station, TX*

EXHIBIT NO. 3 (Pg 3 of 4)

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: _____

Altice USA
~~SUDDENLINK COMMUNICATIONS~~

By: [signature]

Title: Sup. OPS - Construction

9.26.24

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement
Location: Lot 2R, Block 4, The Business Center at College Station Tx, Phase 3

EXHIBIT NO. 3 (Pg 4 of 4)

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: _____

Title: Engineering Design Manager

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *0.46 of 1 acre of Technology Way, College Station, TX*

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: None

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

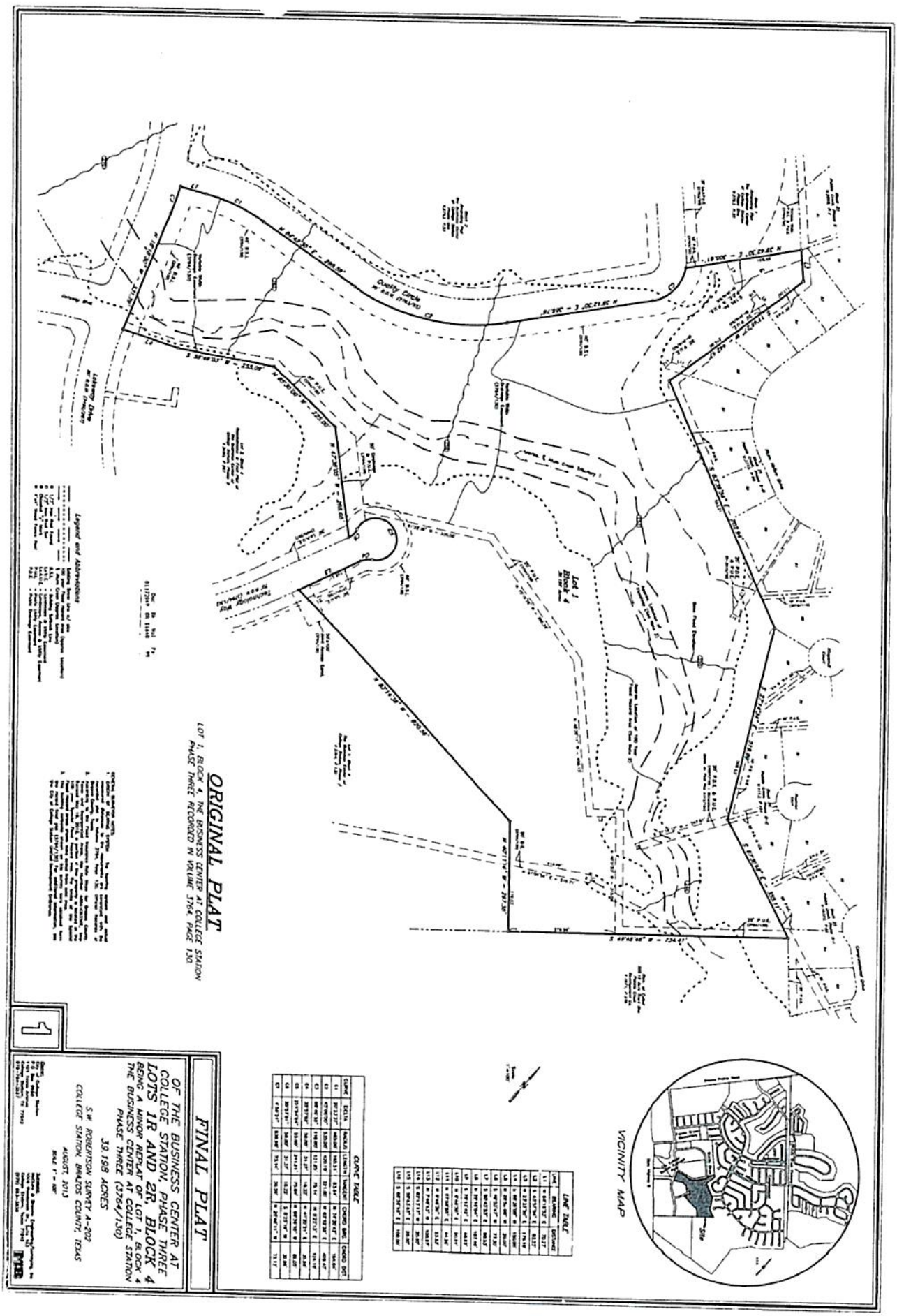
NAME: _____

ADDRESS: _____

_____

_____

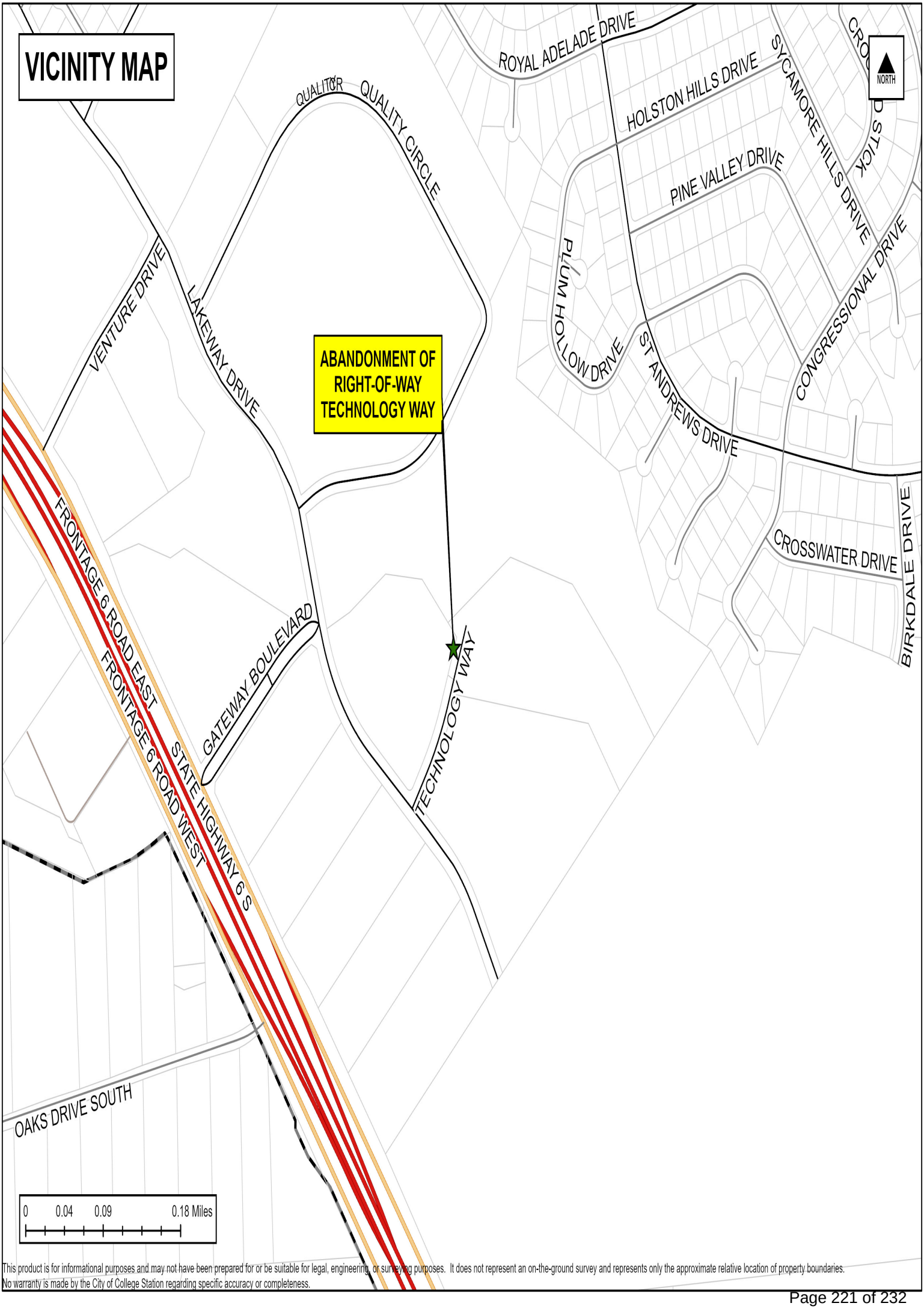
Exhibit 2b - Survey - Full Plat **~~EXHIBIT A~~**



~~EXHIBIT A~~

FINAL PLAT
OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE THREE
LOTS 1R AND 2R, BLOCK 4
BEING A MINOR REPLAT OF LOT 1, BLOCK 4
THE BUSINESS CENTER AT COLLEGE STATION
PHASE THREE (3764/130)
39.198 ACRES
S.W. ROBERTSON SURVEY A-202
COLLEGE STATION, BRAZOS COUNTY, TEXAS
AUGUST, 2013
SCALE 1" = 100'
REPLAT
2
Lot 2R
30.555 Acres
Lot 1R
8.643 Acres
Quality Circle
Lakeway Drive
CURVE TABLE
LINE TABLE

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.46 ACRE PORTION OF RIGHT OF WAY, SAID PORTION LYING ALONG LOTS 1R & 2, BLOCK 4 OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE THREE, ACCORDING TO THE PLAT RECORDED IN VOLUME 3764, PAGE 130 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; AND REPEALING ORDINANCE NO. 2015-3692 IN ITS ENTIRETY.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 70 Foot Width Right-of-Way, said portion lying along Lots 1R & 2, Block 4, of The Business Center at College Station, Phase Three, according to the plat recorded in Volume 3764, Page 130 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, this abandonment is subject to the conditions in Economic Development Agreement, Contract #20300078, or as amended, between the City of College Station and StataCorp, LP; 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 Ordinance No. **2015-3692** vacating and abandoning a 0.46-acre portion of right-of-way in the S.W. Robertson Survey, Abstract No.202 Brazos County and being a part of a certain called 1.129-acre tract known as Technology Way, adopted on August 27, 2015, be immediately repealed and terminated in its entirety.

PART 2: 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 may be provided for in this ordinance, there is no anticipated future public need or use for the Right-of-Way.

4. As set forth in this ordinance, 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 of College Station has a continuing need for currently remaining public utilities to remain within the Right-of-Way, and said uses are expressly not abandoned herein.

PART 4: That the Right-of-Way as described in **Exhibit "A"** be abandoned and vacated by the City subject to the following conditions:

1. StataCorp, LP, shall substantially satisfy all requirements of the Economic Development Agreement, Contract #20300078, or as amended, as entered into by City of College Station and StataCorp.
2. The City shall retain a .206 acre Public Utility Easement for existing and future infrastructure as defined in **Exhibit "B"**.

PART 5: That the Right-of-Way as described in **Exhibit "A"** be abandoned and vacated by the City after satisfying all of the conditions contained herein and further described in **Exhibit "B"** attached hereto and made a part of this ordinance for all purposes.

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

ATTEST: **APPROVED:**

_____ _____
City Secretary **Mayor**

APPROVED:

_____
City Attorney

Baseline | DCCM

EXHIBIT " A"

FIELD NOTES
ABANDONMENT OF PUBLIC RIGHT OF WAY
0.46 OF ONE ACRE
OUT OF
TECHNOLOGY WAY RIGHT OF WAY
CALLED 1.129 ACRE TRACT
VOLUME 3764, PAGE 130
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
DECEMBER 9, 2014
UPDATED JANUARY 8, 2025

All that certain lot, tract or parcel of land being 0.46 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being a part of that certain Called 1.129 acre tract known as Technology Way as described in plat of record in Volume 3764, Page 130, Official Records of Brazos County, Texas, said 0.46 of one acre being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod set for the most westerly corner, said corner being located in the northwest line of said Called 1.129 acre tract, said corner also being located in the southeast line of the Stata Corporation Called 8.00 acre tract being Lot 2, Block 4, The Business Center at College Station, Phase 2 as described in Volume 3506, Page 182, a 3/4" Iron Pipe in Concrete found in the northwest right-of-way line of Technology Way bears S 23°23'50" W a distance of 106.79 feet;

THENCE N 23°23'50" E, along the northwest line of said Called 1.129 acre tract and the southeast line of said Called 8.00 acre tract a distance of 137.85 feet to a 1/2" Iron Rod with Cap found for a point of curvature of said 1.129 acre tract, said corner being an interior corner of the Statacorp, LP Called 8.923 acre tract being Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Volume 11884, Page 1;

THENCE continuing along said northwest line of 1.129 acre tract around a curve in a counterclockwise direction having a delta angle of 35°57'01", an arc distance of 31.37 feet, a radius of 50.00 feet, and a chord of N 05°25'23" E, a distance of 30.86 feet to a 1/2" Iron Rod with Cap found for a point of reverse curve of said 1.129 acre tract;

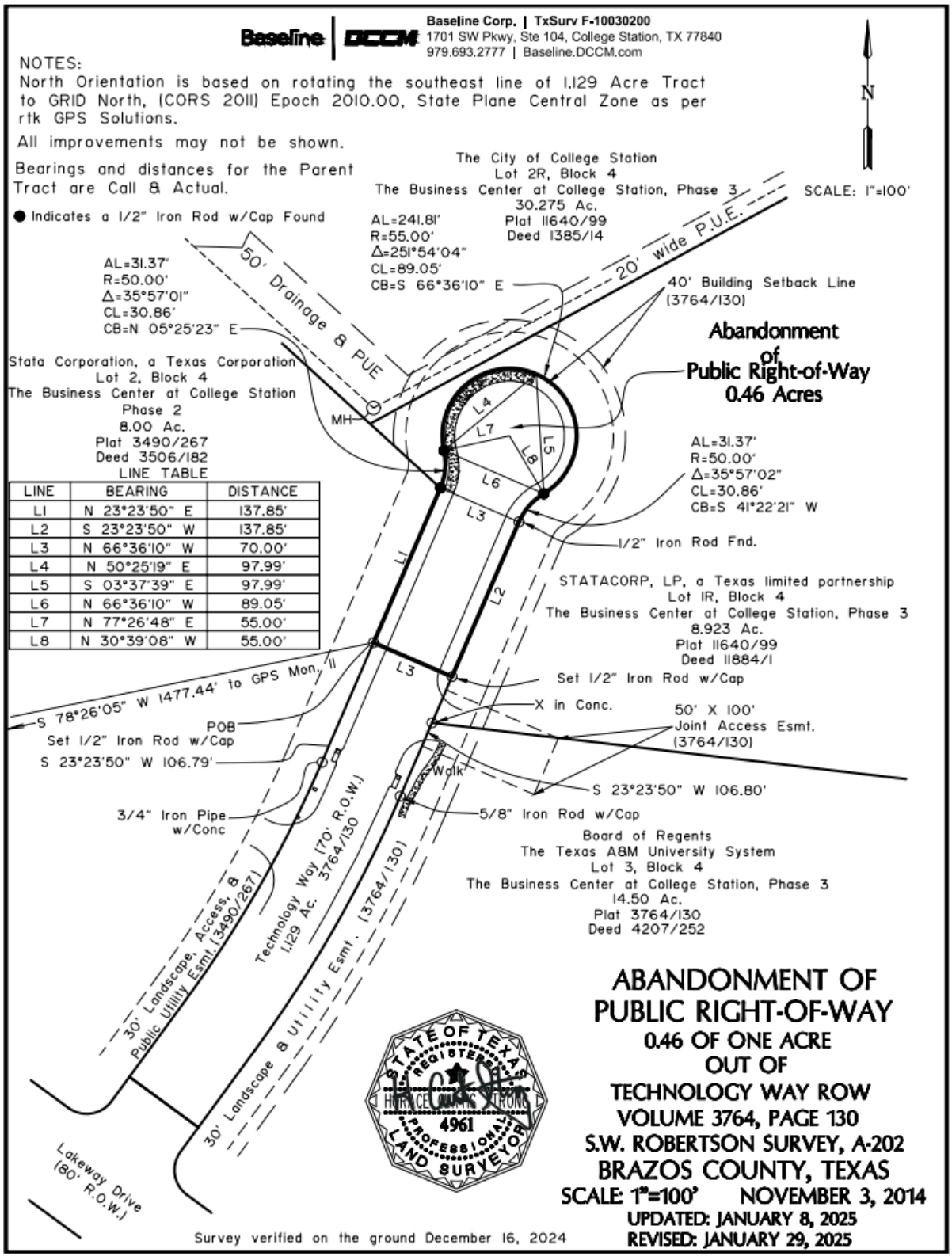
THENCE continuing along said northwest line of said 1.129 acre tract around a curve in a clockwise direction having a delta angle of 251°54'04", an arc distance of 241.81 feet, a radius of 55.00 feet, and a chord of S 66°36'10" E, a distance of 89.05 feet to a 1/2" Iron Rod with Cap found for a point of reverse curve of said 1.129 acre tract;

THENCE continuing along said southeast line of said 1.129 acre tract around a curve in a counterclockwise direction having a delta angle of 35°57'02", an arc distance of 31.37 feet, a radius of 50.00 feet, and a chord of S 41°22'21" W, a distance of 30.86 feet to a 1/2" Iron Rod with Cap found for the point of tangency of said curve;

Baseline | DCCM

THENCE S 23°23'50" W, along the southeast line of said Called 1.129 acre tract and the northwest line of said Called 8.923 acre tract a distance of 137.85 feet to a 1/2" Iron Rod with Cap set for the most southerly corner, a 5/8" Iron Rod with Cap found in the southeast right-of-way line of Technology Way bears S 23°23'50" W a distance of 106.80 feet;

THENCE N 66°36'10" W, a distance of 70.00 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 0.46 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on the ground during the month of November, 2014, and survey verified on the ground on December 16, 2024, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under Firm No. 10030200. North Orientation is based on rotating the southeast line of 1.129 acre tract to GRID North, CORS 2011, Epoch 2010.00, State Plane Central Zone. See copy of accompanying plat for additional information.

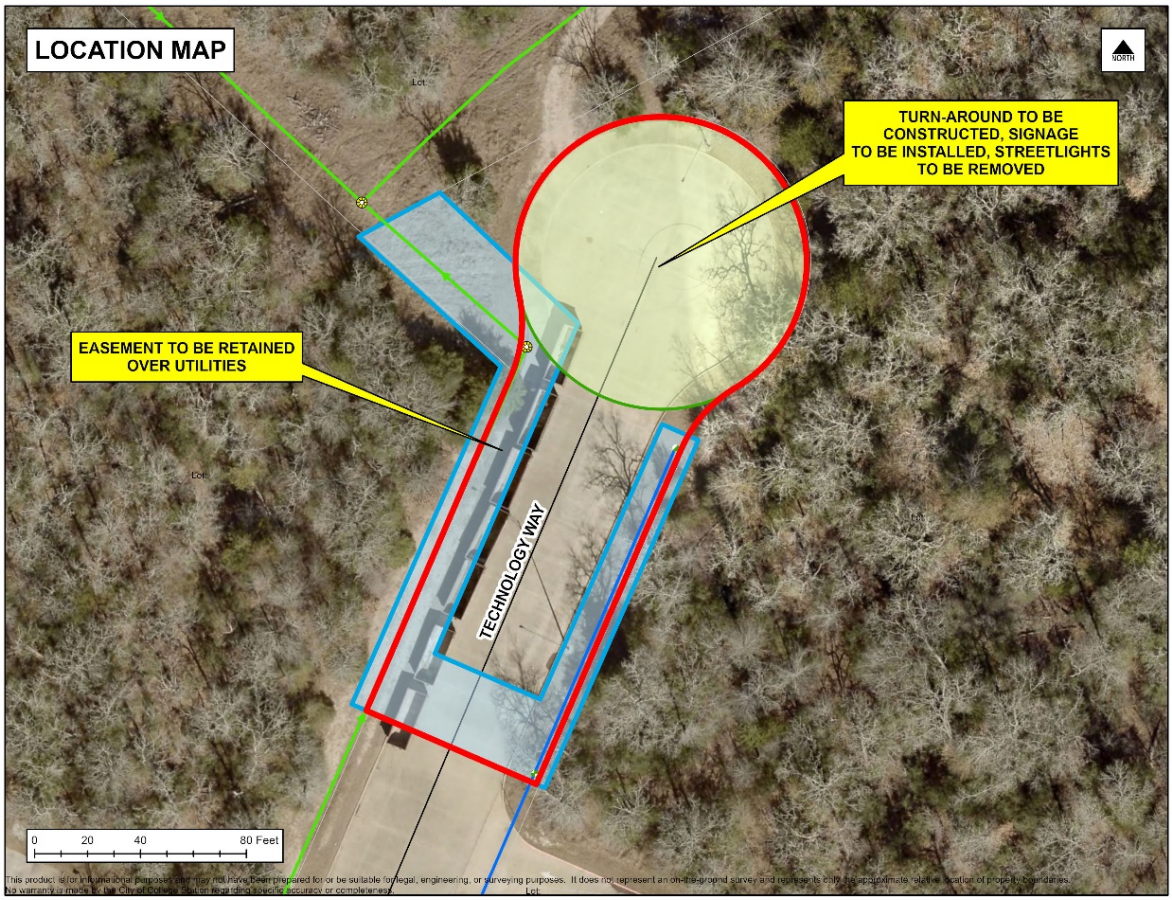


LINE	BEARING	DISTANCE
L1	N 23°23'50" E	137.85'
L2	S 23°23'50" W	137.85'
L3	N 66°36'10" W	70.00'
L4	N 50°25'19" E	97.99'
L5	S 03°37'39" E	97.99'
L6	N 66°36'10" W	89.05'
L7	N 77°26'48" E	55.00'
L8	N 30°39'08" W	55.00'

Exhibit B

That all of the following conditions must be satisfied before the abandonment becomes effective:

1. The pavement will remain in place until a City approved and permitted turn-around is constructed, signage is installed at the end of the pavement, and associated streetlights are removed, all at StataCorp LP's expense; and
2. The City shall retain a public utility easement over existing utilities in the Right-of-Way as set forth in the description and survey in this Exhibit.



KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

0.206 ACRE PUBLIC UTILITY EASEMENT

SAMUEL W. ROBERSON LEAGUE SURVEY, ABSTRACT 202

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF A 0.206 ACRE PUBLIC UTILITY EASEMENT IN THE SAMUEL W. ROBERSON LEAGUE SURVEY, ABSTRACT 202, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, OVER, ACROSS AND UPON LOT 2, BLOCK 4 OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, FILED IN VOLUME 3490, PAGE 267 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT), A PORTION OF TECHNOLOGY WAY BEING A 70' WIDE RIGHT-OF-WAY DEDICATED BY THE PLAT OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE THREE FILED IN VOLUME 3764, PAGE 130 (OPRBCT) AND LOT 1R, BLOCK 4 OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE THREE FILED IN VOLUME 11640, PAGE 99 (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with yellow plastic cap stamped 'K. MCCLURE RPLS 5650' found in the northeast line of said Lot 2, at the most westerly corner of said Lot 1R and a southeast corner of Lot 2R, Block 4 of said Phase Three (11640/99 OPRBCT), from which the City of College Station Mon 11 bears S 71° 47' 23" W, a distance of 1,520.71 feet;

THENCE, with the common line of said Lots 1R and 2R, **N 61° 32' 38" E**, for a distance of **34.88 feet** to a point for the north corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped 'K. MCCLURE RPLS 5650' found at the north corner of said Lot 1R bears N 61° 32' 38" E, a distance of 353.10 feet;

THENCE, crossing said Lot 1R, Technology Way and said Lot 2, the following two (2) courses and distances:

1) **S 46° 38' 46" E,** a distance of **71.87 feet** to a point;
2) **S 23° 28' 49" W,** a distance of **136.05 feet** to a point;
3) **S 66° 34' 50" E,** a distance of **43.47 feet** to a point;
4) **N 23° 53' 46" E,** a distance of **113.63 feet** to a point;
5) **S 66° 09' 34" E,** a distance of **15.00 feet** to a point for the east corner hereof;
6) **S 23° 50' 26" W,** a distance of **143.52 feet** to a point for the south corner hereof;
7) **N 66° 34' 50" W,** at a distance of 3.55 feet crossing the common line of said Lot 1R and Technology Way, at a distance of 73.55 feet crossing the common line of Technology Way and said Lot 2 and continuing for a total distance of **79.48 feet** to a point for the southwest corner hereof; and

8) **N 23° 50' 06" E,** a distance of **139.46 feet** to a point in the common line of said Lots 2 and 1R, from which a 1/2 inch iron rod with yellow plastic cap stamped 'K. MCCLURE RPLS 5650' found at the east corner of said Lot 2 bears S 47° 36' 52" E, a distance of 5.19 feet;

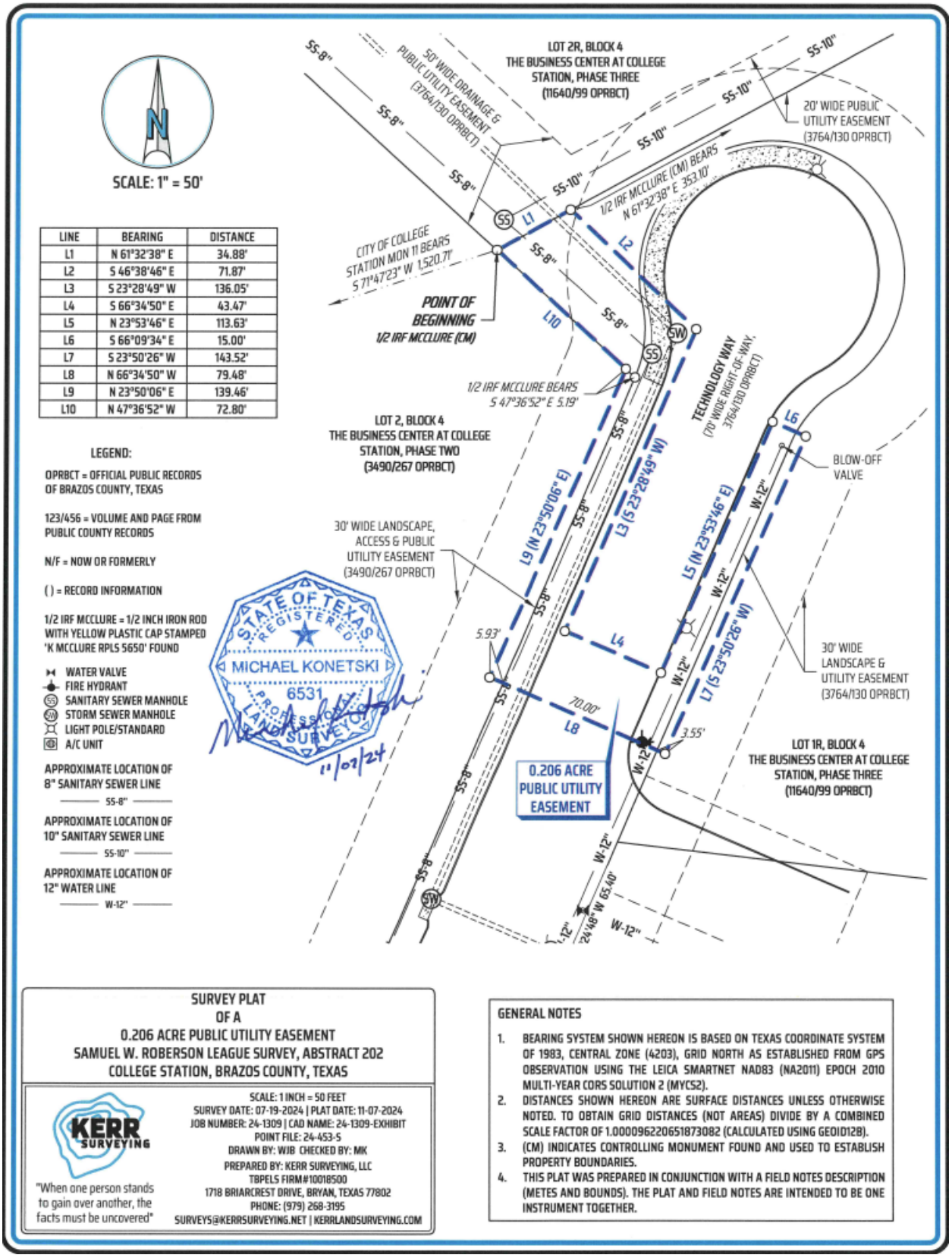
THENCE, with the common line of said Lots 2 and 1R, **N 47° 36' 52" W,** for a distance of **72.80 feet** to the **POINT OF BEGINNING** hereof and containing 0.206 acres, more or less.

Surveyed on the ground July 2024 under my supervision. See plat prepared November 2024 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 1.000096220651873082 (calculated using GEOID12B). Reference drawing: 24-1309-Exhibit.

STATE OF TEXAS
REGISTERED
MICHAEL KONETSKI
6531
PROFESSIONAL
LAND SURVEYOR

11/7/24
Michael Konetski
Registered Professional Land Surveyor No. 6531

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



LINE	BEARING	DISTANCE
L1	N 61°32'38" E	34.88'
L2	S 46°38'46" E	71.87'
L3	S 23°28'49" W	136.05'
L4	S 66°34'50" E	43.47'
L5	N 23°53'46" E	113.63'
L6	S 66°09'34" E	15.00'
L7	S 23°50'26" W	143.52'
L8	N 66°34'50" W	79.48'
L9	N 23°50'06" E	139.46'
L10	N 47°36'52" W	72.80'

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

1/2 IRF MCCLURE = 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED 'K MCCLURE RPLS 5650' FOUND

- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- LIGHT POLE/STANDARD
- A/C UNIT

APPROXIMATE LOCATION OF 8" SANITARY SEWER LINE — SS-8" —

APPROXIMATE LOCATION OF 10" SANITARY SEWER LINE — SS-10" —

APPROXIMATE LOCATION OF 12" WATER LINE — W-12" —

SURVEY PLAT
OF A
0.206 ACRE PUBLIC UTILITY EASEMENT
SAMUEL W. ROBERSON LEAGUE SURVEY, ABSTRACT 202
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 50 FEET
SURVEY DATE: 07-19-2024 | PLAT DATE: 11-07-2024
JOB NUMBER: 24-1309 | CAD NAME: 24-1309-EXHIBIT
POINT FILE: 24-453-S
DRAWN BY: WJB 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

GENERAL NOTES

1. BEARING SYSTEM SHOWN HEREON IS BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
2. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00009622065187308 2 (CALCULATED USING GEOID12B).
3. (CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
4. 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.

March 27, 2025
Item No. 10.1.
Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of March 27th thru April 10th:
April 1 - Northgate Small Area Plan
April 1 - Zoning Board of Adjustments Meeting
April 2 - BCS MPO Policy Board Meeting
April 2 - City of College Station Employee Appreciation Picnic
April 3 - TML Legislative Update
April 3 - Planning and Zoning Commission Meeting
April 5 - Brazos Valley Children's Literary Festival: Open a Book, Open a World
April 6 - Spring Homegrown at Northgate
April 7 - Historic Preservation Committee Meeting
April 7 - Texas A&M Student Leader Dinner
April 8 - Legislative Ladies Day Luncheon
April 8 - 70th Anniversary and Annual Meeting of the Friends of the BCS Public Library System
April 8 - Parks Board Meeting
April 10 - College Station Noon Lions Club: Honoring our Heroes Luncheon
April 10 - Rock Prairie Management District No. 2 Meeting
April 10 – Council Meeting Day

Budget & Financial Summary: None.

Attachments:
None

March 27, 2025
Item No. 11.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None