



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#

June 25, 2026

4:00 PM

City Hall Council Chambers

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

1. **Call to Order.**
2. **Executive Session Agenda.**

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

2.1. **Consultation with Attorney {Gov't Code Section 551.071};**

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
- b. Hopkins v. City of College Station, et al., Civil Action No. 4:25-CV-00473, in the U.S. District Court for the Southern District of Texas, Houston Division.

2.2. **Real Estate {Gov't Code Section 551.072};**

Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

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

2.3. **Personnel {Gov't Code Section 551.074};**

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session

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

- a. 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 on the 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
- b. Economic development agreement for a development within the Midtown Business Park relating to baseball fields.
- c. Economic development agreement with College Station Town Center, LP.

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 recognizing June 27, 2026 as "American Business Women's Association Day."

Sponsors: Jo Beth Wolfe

Attachments: 1. 26 American Business Women's Association Day

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:

- June 11, 2026 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM061126 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a construction contract with Larry Young Paving, Inc. for the construction of a new traffic signal at Barron Road at Decatur Drive in the amount of \$337,872 plus the City's contingency in the amount of \$35,000 for a total appropriation of \$372,872. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain, Rusty Warncke

Attachments: 1. Barron and Decatur Traffic Signal ITB-26-064 Final Bid Tab
2. Barron and Decatur Traffic Signal Location Map
3. Vendor Signed Contract

7.3. Presentation, discussion, and possible action on a \$401,060.27 change order to the ten-year agreement with Axon Enterprise, Inc. ("AXON") for thirteen (13) Officer Safety Plan T7 packages to include body cameras, TASERS, digital storage, and associated reporting systems.

Sponsors: Mike Pavelka

Attachments: 1. 23300001Y4_CO8 -- JU (CC 06.25.26)

7.4. Presentation, discussion, and possible action on annual polymer purchases from SNF Water Science Polydyne, Inc., with an estimated annual expenditure of \$315,000 based on current unit pricing.

Sponsors: Stephen Maldonado, Gary Mechler

Attachments: 1. SNF Water Science Polydyne - 2026 Quote

8. Workshop Agenda.

8.1. Presentation, discussion, and possible action related to the Capital Improvement Projects (CIP) update.

Sponsors: Jennifer Cain

Attachments: None

8.2. Presentation, discussion, and possible action on Greater Northgate Small Area Plan recommendations, proposed public improvements within the Northgate district, and direction relating to the surface parking lot and surrounding area.

Sponsors: Robin Macias, Michael Ostrowski

Attachments: 1. Greater Northgate Small Area Plan Engagement Report

9. Regular Agenda.

9.1. Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning a 0.016 acre portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 3, Block 9 of the Pebble Creek Subdivision Phase 11B, generally located at 1902 Pebble Bend Drive, according to the plat recorded in Volume 20029, Page 189 of the Official Public Records of Brazos County, Texas.

Sponsors: Cole Gabelman

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on June 18, 2026 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.

June 25, 2026

Item No. 5.1.

American Business Women's Association Day Proclamation

Sponsor: Jo Beth Wolfe

Reviewed By CBC: City Council

Agenda Caption: Presentation recognizing June 27, 2026 as "American Business Women's Association Day."

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. 26 American Business Women's Association Day



Proclamation

WHEREAS, in 1949, four visionaries founded the American Business Women's Association when career paths for women were few; and

WHEREAS, the mission of the American Business Women's Association is to bring together businesswomen of diverse occupations and to provide opportunities for them to help themselves and others grow personally and professionally through leadership, education, networking support, and national recognition; and

WHEREAS, the American Business Women's Association is dedicated to bridging the gap between members' goals and achievements; and

WHEREAS, the American Business Women's Association's commitment to developing leaders and supporting professional growth helps cultivate thriving businesses and engaged citizens, contributing to the continued success and prosperity of communities such as College Station; and


WHEREAS, the American Business Women's Association will host its 2026 Women Celebrating Women event in College Station welcoming members from across Texas, Oklahoma, Louisiana, Mississippi, and Arkansas.

NOW, THEREFORE, I, John P. Nichols, Mayor of the City of College Station, do hereby proclaim June 27, 2026, as

American Business Women's Association Day

and recognize the vital contributions of women business leaders and professionals to our community, economy, and future.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 25th day of June 2026.


John P. Nichols
Mayor

Attest:


Tanya Smith
City Secretary

June 25, 2026
Item No. 7.1.
June 11th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• June 11, 2026 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM061126 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JUNE 11, 2026

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Presiding:

John Nichols, Mayor

Council:

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

City Staff:

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on June 11, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Development, and the College Station City Council convened into Executive Session at 4:01 p.m. on June 11, 2026, to continue discussing matters pertaining to:

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

- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
- Hopkins v. City of College Station, et al., Civil Action No. 4:25-CV-00473, in the U.S. District Court for the Southern District of Texas, Houston Division.
- Legal advice related to the design contract for Southeast Park.
- Legal advice related to an incident that was generally located in the 1200 Block of Harvey Road.

- Legal advice related to the legal process for the acquisition of land generally located on the south side of the intersection of Harvey Road and Associates Drive.

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

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

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

- Council Self-Evaluation

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

- Economic development agreement for a development on the 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
- Economic development agreement for a development within the Midtown Business Park relating to baseball fields.
- Economic development agreement with College Station Town Center, LP.
- Economic development agreement between the City and CS Science Park, LLC as assigned to OGC College Station Park, LP.

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

Executive Session recessed at 6:00 p.m.

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

Invocation given by Mayor Nichols.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer, the City Council voted six (6) for and none (0) opposed, to approve absence request from Councilmember David White for the June 11, 2026 City Council Meetings. The motion carried unanimously.

5. Hear Visitors Comments.

Robert Rose from College Station raised concerns to the City Council about the potential impacts of the SpaceX project in Grimes County, including increased water usage, construction workforce influx, and strain on local infrastructure, urging the Council to seek state and federal assistance to mitigate these effects.

Ivan Svrcek from College Station addressed the Council regarding the proliferation of Flock Safety ALPR cameras in the community, highlighting privacy issues and referencing Supreme Court precedents, and requested reconsideration of the city's surveillance practices.

Kenneth Winner from College Station expressed concerns about the condition of local cemeteries, particularly the Field of Honor, requesting investment in irrigation, leveling, and sodding to improve the site and honor those interred.

6. CONSENT ITEMS

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

Item (6.2) was pulled for clarification.

(6.2) Bryan Woods, City Manager and Susan Monnat, Capital Projects, presented the contract with Norman Construction Services LLC for utility relocation, totaling \$4,903,703, and explained that the city manager is authorized to approve expenditures up to the contingency amount. They clarified that compensable interest claims are typically for small cities with large projects initiated by the State; College Station determined no compensable interest under Transportation Code 203.092 and participates per standard agreements with TxDOT. Details were given on efforts to deconflict utility relocations, including negotiations, cost-sharing, and technical decisions such as boring versus open cutting, emphasizing the complexity and ongoing nature of the project. Ms. Monnat noted that a third and fourth bid package are forthcoming, with the fourth being minor and handled by TxDOT.

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

- **May 28, 2026 Council Meeting**

6.2. Presentation, discussion, and possible action on a construction contract with Norman Construction Services, LLC for State Highway 6 Utility Relocation Bid Package No. 2 in the amount of \$4,263,703 plus the City's contingency in the amount of \$640,000 for a total appropriation of \$4,903,703. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

6.3. Presentation, discussion, and possible action on a construction contract with The Playwell Group, Inc. and Playworks, Inc. for playground equipment replacement at John Crompton Park in the amount of \$185,437.34 plus the City's contingency in the amount of \$18,543.73 for a total appropriation of \$203,981.07 to be funded through Community Development Block Grant (CDBG) funds.

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

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action regarding micromobility devices and safety.

Jesse DiMeolo from Planning and Development reported that City staff across multiple departments have reviewed conditions, crash data, operations, and regulations for micromobility devices like e-bikes and e-scooters. The presentation covered recommendations from the Active Transportation Master Plan (ATMP), such as infrastructure upgrades, signage, intersection safety, and education

efforts to improve micromobility safety. Staff evaluation focused on regulations, data gaps, safety on roads and paths, and potential policy changes, including ways to coordinate with Texas A&M University on consistent messaging and enforcement.

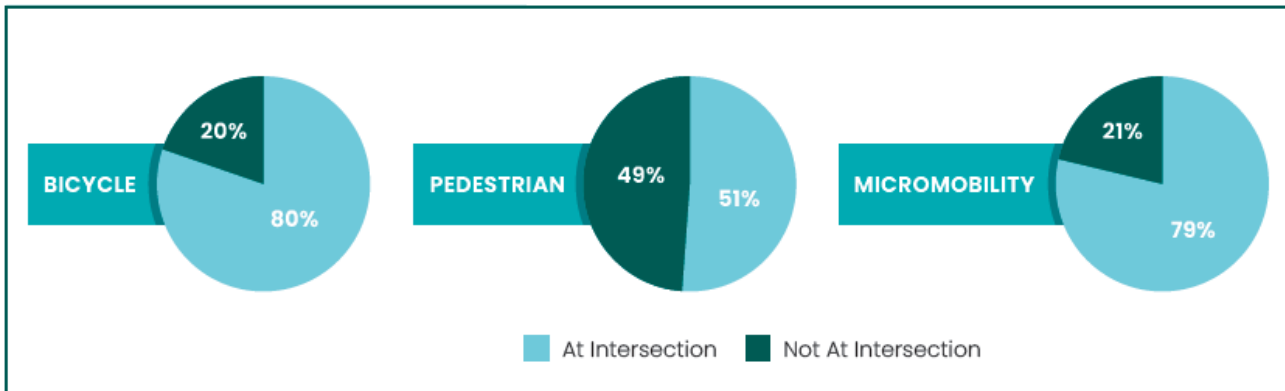
- Micromobility and State Laws
- Conflict areas and Crash Maps
- Enforcement and Regulation
- Safe Design
- Programs and Partnerships

Annual Severity of all Active Transportation Crashes (2021-2025)

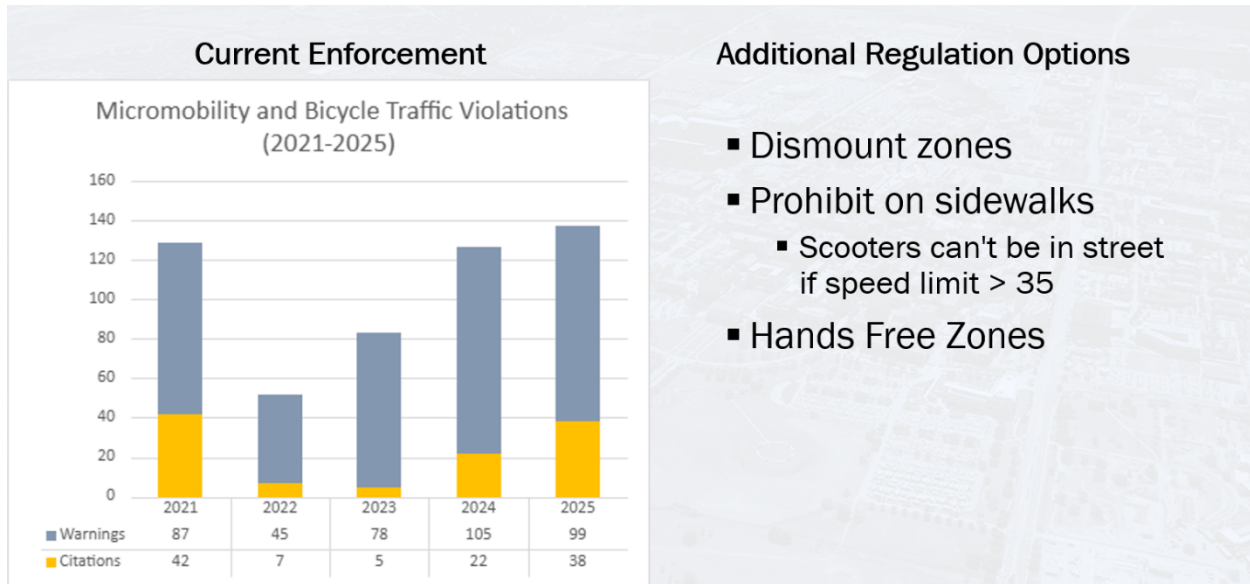


Source: TxDOT Crash Record Information System (CRIS)

Active Transportation Crash Locations



Source: TxDOT CRIS



Additional Regulation Options

- Dismount zones
- Prohibit on sidewalks
 - Scooters can't be in street if speed limit > 35
- Hands Free Zones

Design Considerations

- ATMP Policy 1: Design facilities in compliance with... NACTO, and other applicable guidelines
- ATMP Policy 2: Prioritized mode corridors for non-vehicular users
- ATMP Policy 7: Installation of lighting... signage and clear lines of sight

Device Type	Typical Range of Speed
Conventional Bike	4-18 mph
Electric Bike	12-18 mph

Design Related Action Items

- ATMP 4.1 analyze where wider bike lanes are needed for safer passing
- ATMP 4.4 and 4.5 evaluate crash data at street intersections and driveways for potential improvements
- ATMP 4.6 better transitions needed
- Thoroughfare cross section alternatives

Active Transportation & Micromobility Programs

- Education Programs
 - Safe Routes to School Program
 - Share the Road campaign
- Encouragement Programs
 - Wayfinding System would encourage proper use and safe directions
 - Community active transportation events
 - Social media and flyers
- Evaluation and Planning Programs
 - Partner with TAMU
 - Travel data collection program
- Health and Safety Programs
 - Speed reduction program (includes autos)
 - Analyze crash data
- Policy 10: Provide programs that educate/encourage active transportation

7.2. Presentation, discussion, and possible action and discussion regarding education efforts to improve code compliance in a transient population.

City Manager Bryan Woods presented a Council item addressing a citizen's concerns about staff efforts to provide clear code compliance information, especially given the challenges of a transitional population in a college town. He went on to describe existing outreach, including magnets, flyers, and collaboration with off-campus student services, covering topics like trash, parking, lawn maintenance, and bulk items. The Council and City Manager agreed that mandatory in-residence notifications would be difficult to enforce, recommending voluntary mailing and distribution to registered rental agents and residents.

The Council suggested expanding digital outreach through unified apps and QR codes on city infrastructure, enabling residents to access information and receive notifications, with staff confirming ongoing efforts and interest in consolidation, and exploring potential incentives for residents. Ideas included incentivizing app downloads with coupons or city program discounts and leveraging university partnerships and property manager networks for broader education. Mr. Woods committed to compiling current and planned outreach efforts, making them public, and returning to Council with impact assessments and further recommendations as needed.

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action regarding the proposed FY 2027 (PY2026) Annual Action Plan and the FY 2027 Community Development Budget.

Raney Whitwell, Community Development Analyst, explained that the City of College Station's community development programs follow the 2025–2029 Consolidated Plan, effective until September 30, 2030. HUD requires this plan to include a needs assessment, housing market analysis, evaluation of housing conditions, and clear goals for a unified five-year strategy. Staff will summarize the proposed plan and seek City Council feedback. Annually, the City must submit an Annual Action Plan specifying funded projects and activities, which must align with the five-year plan's objectives.

For the upcoming year, \$3,516,006.02 in grant funds are available: \$1,236,870 from CDBG, \$511,237.89 from HOME, and \$1,767,958.13 in carryover and program income. CDBG and HOME funds can be used to benefit low- and moderate-income people, eliminate slum and blight, or address urgent community needs; additionally, CDBG supports a wide range of activities while HOME is limited to affordable housing. The Annual Action Plan and budget must be submitted to HUD by August 16, 2026. Council review precedes city budget adoption, and approval by resolution establishes the Community Development Program under Texas law and authorizes the City Manager for necessary HUD documentation. Final drafts and budget will be presented on July 23rd for adoption. The City has historically used these funds for affordable housing assistance, nonprofit services, demolition, economic development, infrastructure improvements, grant administration, and public facility upgrades in low- to moderate-income areas.

At approximately 7:56 p.m., Mayor Nichols opened the Public Hearing.

Robert Rose from College Station raised several community issues for consideration including affordable housing incentives, mental health care funding, cooling and heating centers, micro-mobility safety education, help ticket systems, and living wage programs.

There being no further comments, the Public Hearing was closed at 7:59 p.m.

8.2. Presentation, discussion, and possible action on a general services contract award to Green Teams, Inc. for City-Wide Landscape Maintenance and Mowing for an amount not-to-exceed \$1,443,364.

Emily Fisher, Public Works Director, explained that this item involves awarding a general services agreement to Green Teams, Inc. In April, staff requested proposals for all mowing and landscaping maintenance services throughout the city, except for regional parks and athletic fields. These services were divided into five categories:

1. Facilities – city buildings and Northgate District
2. Electric – CSU electric substations and buildings
3. Water/Wastewater – CSU water and wastewater sites
4. Parks – neighborhood parks and cemeteries
5. Finish mowing – mainly street rights-of-way and medians

Four vendors responded to RFP 26-038, and Green Teams, Inc. was selected as the most qualified bidder to provide all city-wide mowing and landscaping services. The contract amount with Green Teams, Inc. is \$1,443,364 and the initial term is one year, with an option to renew for up to four additional one-year terms, for a total of five years. This contract replaces the general services contract awarded in June 2025 to another contractor which was not renewed. Operation and maintenance funds for citywide mowing are budgeted in the General Fund (Streets, Facilities, and Parks), Electric Fund, and Water/Wastewater Funds.

Bid Tabulation

	Grassmasters	Green Teams, Inc.	Rios Tree Services, Inc.	Yellowstone Landscape
City Parks		\$ 690,758.00		\$ 675,103.00
City Facilities				
General Fund (1001-0180-5212)		\$ 95,104.00		\$ 125,015.00
Finish Mowing & ROW (1001-0760-5212)		\$ 515,247.00	\$ 610,395.00	\$ 555,321.00
Utility Cust. Service Fund (2226-0260-5212)		\$ 8,145.00		\$ 2,171.00
Northgate District (5202-0621-5212)		\$ 1,656.00		\$ 4,850.00
Subtotal City Facilities		\$ 620,152.00	\$ 610,395.00	\$ 687,357.00
Electric Sites				
Electric (8205629-5212)	\$ 15,390.00	\$ 23,022.00		\$ 25,578.00
USC/MTF (Graham Road) (810935-5212)	\$ 37,280.00	\$ 39,995.00		\$ 35,932.00
Subtotal Electric Sites	\$ 52,670.00	\$ 63,017.00	\$ -	\$ 61,510.00
Water/Wastewater Sites				
Water Production (90WGEM-5212)	\$ 15,920.00	\$ 24,429.00		\$ 33,068.00
Water Distribution (91WGEM-5212)	\$ 3,540.00	\$ 4,628.00		\$ 5,238.00
Wastewater Treatment (96SGMTM-5212)	\$ 24,500.00	\$ 26,480.00		\$ 24,152.00
Wastewater Collection (95SGMTM-5212)	\$ 17,000.00	\$ 13,900.00		\$ 15,978.00
Subtotal Water/Wastewater Sites	\$ 60,960.00	\$ 69,437.00		\$ 78,436.00
Contract Total	\$ 113,630.00	\$ 1,443,364.00	\$ 610,395.00	\$ 1,502,406.00

Mayor Nichols opened for Citizen Comments.

Tucker Gallagher from College Station (Green Teams) expressed appreciation for the opportunity to resume providing landscape services. Mr. Gallagher stated the company is committed to helping restore parks and facilities and noted that the approved contract represents a strong step forward. He added that while weekly mowing would be ideal for many sites, the current action is a positive midpoint, and they look forward to working with City staff moving ahead

There being no further comments, Citizen Comments was closed.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to approve a general services contract award to Green Teams, Inc. for City-Wide Landscape Maintenance and Mowing for an amount not-to-exceed \$1,443,364. The motion carried unanimously.

8.3. Presentation, discussion, and possible action on Resolution No. 06-11-26-8.3 for a Destination Strategic Plan for Tourism.

Jeremiah Cook, Tourism Assistant Director, stated that the Destination Strategic Plan for College Station Tourism was prepared by JLL, through its Global Destination Advisory practice, for the City of College Station and its tourism division, Visit College Station. As a strategic plan and market study, its purpose is to recommend a roadmap for building on the city's existing tourism economy, expanding beyond Texas A&M University athletic events toward stronger year-round business.

Dan Fenton, Managing Director, explained that the plan is organized around six strategic pillars and is informed by a market study comprising a Tourism Readiness Index, Demand Driver Scorecard, Event Matrix, peer benchmarking, and a lost-business analysis. It also proposes a new Visit College Station staffing structure and a phased, priority-based hiring plan in which each new position is contingent on prior roles meeting their performance targets. All initiatives within the Destination Strategic Plan for Tourism would be funded through the Hotel Occupancy Tax Fund as part of the standard budget process, with funding prioritized only as specific performance benchmarks achieved.

The 6 Strategic Pillars

- Pillar 1: Position College Station as Premier Academic Conference Destination
- Pillar 2: Create TAMU-City Event Management Partnership
- Pillar 3: Enhance Student and Family Visit Experience
- Pillar 4: Enhance Faculty and Staff Recruitment Experience
- Pillar 5: Joint Marketing Strategy for University-Community Synergy
- Pillar 6: Leisure Events Strategy

Implementation Plan & Resourcing Three-Year Timeline: Year-by-year hiring sequence, role priorities, dependencies

Funding Strategy:

- Year 1: Strategic reallocation of underperforming event grants + marketing budget
- Year 2+: HOT revenue growth from Year 1 bookings funds expansion
- MOU Revenue Share: TAMU partnership creates sustainable funding stream
- Performance-Contingent: Each phase must hit targets before next investment

Specialized Roles for Performance

Priority 1:

- Director of University Strategy & Partnerships (City Position) - Strategic bridge between TAMU and city
- Assistant Director of University Sales (Academic & Corporate) - Revenue generation hunter
- Leisure Events Contractor Firm - Create signature events and fill calendar gaps

Priority 2:

- Assistant Director of University Event Strategy - Develop TAMU venue business

- Marketing Manager - Academia & leisure events focus

Priority 3:

- Business Development Coordinator - Research and pipeline support
- University Event Strategy Manager - Operational excellence
- Destination Experience Manager - Family and faculty services

Priority 4:

- Sales Manager (Academic & Corporate) - Scale successful programs

Summary of Strategy

Peer destinations are implementing these strategies now and the cost of inaction is permanent competitive disadvantage.

The Opportunity:

- \$27.6M in documented lost economic impact (2022-2024)
- 10,000+ potential conferences aligned with TAMU's academic strengths
- Infrastructure exists - we need specialized sales capacity

The Solution:

- 6 interconnected strategic pillars
- Phased, performance-based implementation over 3 years
- Self-funding model through HOT revenue growth

The Results (Year 3 Targets):

- 6-8 additional academic conferences annually = 12,000+ room nights
- 40% campus visitor rate overnight (up from 30%)
- 15,000+ room nights from new leisure events
- Year-round economic stability

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember McIlhaney, the City Council voted six (6) for and none (0) opposed, to approve Resolution No. 06-11-26-8.3 a Destination Strategic Plan for Tourism. The motion carried unanimously.

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

Mayor Nichols spoke in memory of Sara Goode who was on Council 1986-1987.

Bryan Woods, City Manager, reported on recent large city events, and upcoming celebrations.

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

Councilmember Smith reported on Sister Cities.

Councilmember McIlhaney reported observing a meeting between city staff members Jesse DiMeolo and Tyler Haney and a local business proprietor, who had submitted a renovation plan. Mrs. McIlhaney noted that staff were exceptionally kind and helpful as they explained the requirements for the proposed changes.

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

No future agenda items at this time.

12. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 9:43 p.m. on Thursday, June 11, 2026.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

TABULATION

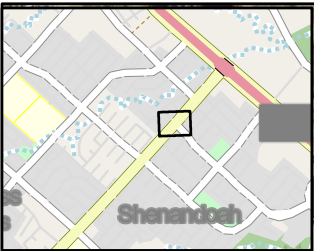
ITB 26-064 Barron Road -Decatur Drive New Traffic Signal


5/6/2026

FIRM	BASE PROPOSAL	NUMBER OF CALENDAR DAYS	Total Sum	BOND	Addenda	Certification
Larry Young Paving	\$ 337,872.00	90	\$ 337,872.00	Y	Y	Y
Bayer Construction	\$ 376,677.20	90	\$ 376,677.20	Y	Y	Y
E-Z Bell Construction	\$ 399,932.50	90	\$ 399,932.50	Y	Y	Y
AllState Signal Constr.	\$ 540,058.71	90	\$ 540,058.71	Y	Y	Y

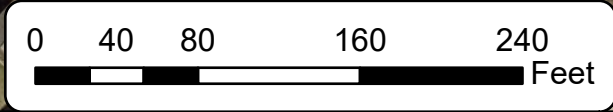
AWARD

Barron Road and Decatur Drive Traffic Signal



 Project Location

 Streets





CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300596 PROJECT #: ST1704 BID/RFP/RFQ#: 26-064

Project Name / Contract Description: Barron Road at Decatur Drive Traffic Signal

Construction Contract

Name of Contractor: Larry Young Paving, Inc.

CONTRACT TOTAL VALUE: \$ 337,872.00 **Grant Funded** Yes No
If yes, what is the grant number:

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

NEW CONTRACT **RENEWAL #** 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)

A total of four (4) bids were received for this project. A combined budget of \$750,000 is available for this project. A combined \$69,236 has been spent to date, leaving \$673,652 for this construction contract.

Award goes to the lowest responsible bidder meeting specifications of ITB-26-064

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 6/25/2026 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 6/16/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

**CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Larry Young Paving, Inc. (the "Contractor") for the construction and/or installation of the following:
Barron Road at Decatur Drive New Traffic Signal.

1. DEFINITIONS

1.01 Calendar Day. The term "calendar day" shall mean any day of the week or month, no days being excepted.

1.02 City. The term "City" shall mean and be understood as referring to the City of College Station, Texas.

1.03 City's Consultant. The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

1.04 City's Representative. The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

1.05 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: Thirty Five Thousand and No /100 Dollars (\$35,000.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Three Hundred Thirty-Seven Thousand Eight Hundred Seventy-Two and No/100 Dollars (\$337,872.00).

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

1.08 Contractor. The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

1.09 Contractor's Proposal. The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

1.10 Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing *prior* to the work being done by the Contractor.

1.11 Final Completion. The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.12 Hazardous Substance. The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

1.13 Environmental Laws. The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

1.14 Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.15 Nonconforming work. The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

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

1.17 Project. The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

1.18 Project Manager. The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

1.19 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.20 Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.21 Work. The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

1.22 Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01 The Contract Documents and their priority shall be as follows:

- (a) This signed Agreement.
- (b) Addendum to this Agreement.
- (c) General Conditions, as may be applicable.
- (d) Special Conditions, as may be applicable.
- (e) Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- (f) Plans.
- (g) Instructions to Bidders and any other notices to Bidders or Contractor.
- (h) Performance bond, Payment bonds, Bid bonds and Special bonds.
- (i) Contractor's Proposal.

2.02 Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03 The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04 All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

2.05 In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 8.01. and 8.02 of this Agreement.

3. AWARD OF CONTRACT

3.01 Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02 Time is of the essence of this Agreement. Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Sections 27 and 28 (Insurance & Bonds).**

4. CITY'S REPRESENTATIVE

4.01 The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02 The City's Representative may periodically review and inspect the Work of the Contractor.

4.03 The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

4.04 The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

4.05 Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

5.03 The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.04 Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.05 Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03 If the Contractor fails to perform the obligations of Sections 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01 Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

(a) Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

(b) The names and addresses of all proposed subcontractors in writing.

- (c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02 The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01 The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

10.02 Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.
- (e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03 The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04 The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

10.05 In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

(a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subsection.

(b) The City may exercise the rights furnished the City under or pursuant to this Subsection as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed

so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01 Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02 The Contractor shall be responsible for all power, light, and water required to perform the Work.

11.03 Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04 Layout of Work. Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

11.05 Lines and Grades. All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to

access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.08 The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.09 City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.10 When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03 Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04 Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

12.06 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

12.07 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

12.08 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

12.09 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

12.10 The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

12.11 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

12.12 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

12.13 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

12.15 Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01 The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02 The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

13.03 The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04 City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01 All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02 If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

14.03 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01 The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02 Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01 The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, an updated Project Schedule and a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials

not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

16.03 Progress Payments. On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Section 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

16.04 Retainage. From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

16.04 Retainage. This section has been removed. No retainage will be deducted.

16.05 If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06 Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07 The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09 Unless otherwise provided in the Contract Documents:

- (a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and
- (c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

16.10 Suspension of Payments. The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

16.11 Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Section 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.
- (b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.
- (c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (h) City's determination of an amount of liquidated damages.
- (i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.
- (k) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

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

17. EXTRA WORK CHARGES

17.01 No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02 City Manager Approval. When the original contract amount plus all change orders is **One Hundred Thousand Dollars (\$100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars (\$100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars (\$100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.

17.03 For "Extra Work", as defined in this Agreement and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than *twenty-five percent (25%)*. Written change orders that do not exceed *twenty-five percent (25%)* of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of *Fifty Thousand Dollars (\$50,000.00)* must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:

17.03 For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in this Agreement and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of \$1 million or more may not be increased by more than *twenty-five percent (25%)*. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than \$1 million increases the Contract Amount to \$1 million or more, subsequent change orders may not increase the revised Contract Amount by more than *twenty-five percent (25%)*. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of *Fifty Thousand Dollars (\$50,000.00)* must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be

included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

17.04 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) Method C - Actual Field Costs. The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1)** No indirect or consequential damages will be allowed.
- (2)** All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.
- (3)** Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4)** The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01 The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

18.02 The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

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

19. SUBSTANTIAL COMPLETION

19.01 The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

(a) If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02 The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01 Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in this Agreement. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02 The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03 Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any such defects and pay for any damage to other work which may appear after final acceptance of the Work.

21. DELAYS

21.01 The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02 The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Section 22 to offset for such stoppage of the Work.

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an

increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in Section 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

21.04 In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

22.01 The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

- (a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (b) By changes ordered in the Work, or reductions thereto approved in writing;
- (c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or
- (d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

22.02 If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01 The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages

that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of Two Hundred and No /100 DOLLARS (\$ 200.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01 The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02 The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

24.03 The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), and in conformance with this Agreement, the other Contract Documents, and recognized industry standards .

25.02 All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03 This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04 Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05 This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects under warranty as set forth in this Section 25, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

25.07 The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08 If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the Work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the Work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09 The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10 The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01 Wage Rates. Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02 Statutory Penalty. Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Section 26.01, the Contractor or subcontractor as the case may be shall pay the City **sixty dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03 The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04 No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit

shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05 Payment of Subcontractors. The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the Work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06 Affidavit of Bills Paid. Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

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

During the term of this Agreement Contractor's insurance policies shall meet the minimum requirements of this section.

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

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Excess Liability – required for contract amounts exceeding \$1,000,000.
- (d) Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage, builder's risk policy shall be written on "all risks" form.
- (e) Workers' Compensation/ Employer's Liability.

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

- (a) Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- (c) "Claims Made" policies are not accepted.
- (d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.

- (e) The City of College Station, its agents, officials, employees and volunteers, are to be named as “Additional Insured” to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

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

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- (c) Coverage shall be at least as broad as ISO form GC 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City’s review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00, where such exposures exist.

27.06 Excess Liability. The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

27.07 Additional Insured.

Those policies set forth in Sections 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

27.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof, including any increases in value due to duly authorized change orders to the Work and Project. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed \$100,000.00 without the written approval of the City.

27.09 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance requirements shall apply.

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each

employee are required.

2. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
3. Texas must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

“A. Definitions:

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

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

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

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

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

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

extended.

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

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

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

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

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

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

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

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

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

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

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

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

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate

of coverage ends during the duration of the project;

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

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

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

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

27.09 Certificates of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

- (a)** The company is authorized to do business in the State of Texas.
- (b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.
- (c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

28.01 Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

(a) The Contractor shall execute performance and payment bonds for the full Contract Amount and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.

(b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

(c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B**.

(d) The performance and payment bonds, and any subsequently issued bond riders, shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02 The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01 If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

(a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

(b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Section 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety

shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02 Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03 In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01 The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02 The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03 The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01 All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02 The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

31.03 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential

hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in this Agreement, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in this Agreement). **In the event Contractor engages in any of the activities prohibited in this Section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.**

31.05 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06 City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07 It is the Contractor's responsibility to comply with all Environmental Laws (as defined in this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the “competent person” required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01 CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THE CONTRACT DOCUMENTS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02 The indemnification contained in Section 33.01 shall include but not be limited to the following specific instances:

- (a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.**
- (b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**
- (d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**
- (e) The removal of all debris related to the Work.**
- (f) The acts and omissions of the subcontractors it hired.**
- (g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

33.03 The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.

33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

34. RELEASE

34.01 The Contractor assumes full responsibility for the Work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's Work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

35. PERMITS AND LICENSES

35.01 The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

36. ROYALTIES AND LICENSING FEES

36.01 THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

37. BREACH OF CONTRACT & DAMAGES

37.01 The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02 Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

38.01 At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

- (a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or
- (b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or
- (c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
- (d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

- (e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or
- (f) If the Contractor abandons the Work.
- (g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01 The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

40.01 If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01 After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

42.01 Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 39.

43. HIRING

43.01 During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

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

45. EFFECTIVE DATE

45.01 This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

46. OTHER TERMS

46.01 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace

the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

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

46.03 Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.04 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.05 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.06 Mediation. After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.07 Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.08 Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

46.09 Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

46.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.11 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.12 Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13 Agreement Read. The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.14 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

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

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

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

List of Exhibits

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

LARRY YOUNG PAVING, INC.

CITY OF COLLEGE STATION

By: 

By: _____

Printed Name: Mark Schinzler

City Manager

Date: _____

Title: COO

Date: 6/16/2026

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

**EXHIBIT A
DAVIS BACON WAGE RATES**

Attached...

"General Decision Number: TX20260291 01/02/2026

Superseded General Decision Number: TX20250291

State: Texas

Construction Type: Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number 0 Publication Date 01/02/2026

SATX2025-004 11/15/2023

	Rates	Fringes
Agricultural Tractor Operator....	\$ 19.14	0.00
Asphalt Distributor Operator.....	\$ 24.07	0.00
Asphalt Paving Machine Operator.....	\$ 22.12	0.00
Asphalt Raker.....	\$ 19.40	0.00
Boom Truck Operator.....	\$ 27.82	0.00
Broom or Sweeper Operator.....	\$ 18.09	0.00
Concrete Finisher, Paving and Structures.....	\$ 20.61	0.00
Concrete Pavement Finishing Machine Operator.....	\$ 22.81	0.00
Concrete Saw Operator.....	\$ 25.97	0.00
Crane Operator, Hydraulic 80 tons or less.....	\$ 29.24	0.00
Crane Operator, Lattice Boom 80 Tons or Less.....	\$ 26.47	0.00
Crane Operator, Lattice Boom Over 80 Tons.....	\$ 28.87	0.00
Crawler Tractor Operator.....	\$ 20.92	0.00
Directional Drilling Locator.....	\$ 21.39	0.00
Directional Drilling Operator....	\$ 25.19	0.00
Electrician.....	\$ 30.54	0.00
Excavator Operator, 50,000 pounds or less.....	\$ 22.93	0.00
Excavator Operator, Over 50,000 pounds.....	\$ 22.90	0.00
Flagger.....	\$ 15.52	0.00
Form Builder/Setter, Structures.....	\$ 20.63	0.00

Form Setter, Paving & Curb.....	\$ 19.18	0.00
Foundation Drill Operator, Truck Mounted.....	\$ 24.28	0.00
Front End Loader Operator, 3 CY or Less.....	\$ 20.33	0.00
Front End Loader Operator, Over 3 CY.....	\$ 20.20	0.00
Laborer, Common.....	\$ 17.52	0.00
Laborer, Utility.....	\$ 19.05	0.00
Loader/Backhoe Operator.....	\$ 20.32	0.00
Mechanic.....	\$ 26.15	0.00
Milling Machine Operator.....	\$ 21.73	0.00
Motor Grader Operator, Fine Grade.....	\$ 26.56	0.00
Motor Grader Operator, Rough.....	\$ 22.95	0.00
Off Road Hauler.....	\$ 17.52	0.00
Painter, Structures.....	\$ 23.76	0.00
Pavement Marking Machine Operator.....	\$ 22.00	0.00
Pipelayer.....	\$ 19.23	0.00
Reclaimer/Pulverizer Operator....	\$ 19.05	0.00
Reinforcing Steel Worker.....	\$ 22.46	0.00
Roller Operator, Asphalt.....	\$ 20.24	0.00
Roller Operator, Other.....	\$ 17.52	0.00
Scraper Operator.....	\$ 17.52	0.00
Servicer.....	\$ 23.75	0.00
Sign Erector.....	\$ 17.52	0.00
Spreader Box Operator.....	\$ 19.31	0.00
Traffic Signal/Light Pole Worker.....	\$ 21.99	0.00
Truck Driver Lowboy Float.....	\$ 25.96	0.00
Truck Driver, Single Axle.....	\$ 19.70	0.00
Truck Driver, Single or Tandem Axle Dump Truck.....	\$ 20.91	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer.....	\$ 21.71	0.00
Welder.....	\$ 23.38	0.00
Work Zone Barricade Servicer.....	\$ 17.75	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the

classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter
 - d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION

..

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.
5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. 4491959

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Larry Young Paving, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto Markel Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of three hundred thirty-seven thousand eight hundred seventy-two and 00 /100 Dollars (\$ 337,872.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for Barron Road at Decatur Drive New Traffic Signal

all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

Bond No. 4491959

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)

WITNESS: (if not a corporation)

By: [Signature]
Name: Tracy Lang
Title: Contract Admin.
Date: 6/25/2026

Larry Young Paving, Inc.
(Name of Contractor)
By: [Signature]
Name: Herbert L. Young, Jr.
Title: President
Date: 6/25/2026

FOR THE SURETY:
ATTEST/WITNESS (SEAL)

By: Kristi Zientek
Name: Kristi Zientek
Title: Witness
Date: 6/25/2026

Markel Insurance Company
(Full Name of Surety)
4521 Highwoods Parkway
Glen Allen, VA 23060
(Address of Surety for Notice)
By: Alexandria Petroski
Name: Alexandria Petroski
Title: Attorney-In-Fact
Date: 6/25/2026

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

TEXAS STATUTORY PAYMENT BOND

Bond No. 4491959

THE STATE OF TEXAS §
§
THE COUNTY OF BRAZOS §

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Larry Young Paving, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto Markel Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of three hundred thirty-seven thousand eight hundred seventy-two and 00 /100 Dollars (\$ 337,872.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 25th day of June, 2026, for Barron Road at Decatur Drive New Traffic Signal

referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

Bond No. 4491959

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)

WITNESS: (if not a corporation)

Larry Young Paving, Inc.
(Name of Contractor)

By: [Signature]

Name: Tracy Lang

Title: Contract Admin.

Date: 6/25/2026

By: [Signature]

Name: Herben L. Young, Jr.

Title: President

Date: 6/25/2026

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

Markel Insurance Company

(Full Name of Surety)

By: Kristi Zientek

Name: Kristi Zientek

Title: Witness

Date: 6/25/2026

4521 Highwoods Parkway

Glen Allen, VA 23060

(Address of Surety for Notice)

By: Alexandria Petroski

Name: Alexandria Petroski

Title: Attorney-In-Fact

Date: 6/25/2026

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Alexandria Petroski, Sally White, Harper Langston

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 5th day of November, 2025.

SureTec Insurance Company

By: [Signature]
Michael C. Keimig, President



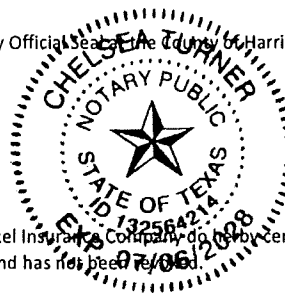
Markel Insurance Company

By: [Signature]
Lindy Jennings, Vice President

State of Texas
County of Harris:

On this 5th day of November, 2025 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By: [Signature]
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 25th day of June, 2026.

SureTec Insurance Company

By: [Signature]
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [Signature]
Andrew Marquis, Assistant Secretary

Markel Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

Markel Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2026

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

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

PRODUCER Rollo Insurance Group, Inc 1500 Earl Rudder Freeway S College Station, TX 77840	CONTACT NAME: PHONE (A/C, No, Ext): (979) 774-2800 FAX (A/C, No): (979) 774-2800 E-MAIL ADDRESS:												
INSURED Larry Young Paving, Inc. Silver Hill Equipment Co., LLC PO Box 11779 College Station, TX 77842	INSURER(S) AFFORDING COVERAGE <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A : Arch Insurance Company</td> <td style="text-align: right;">NAIC # 11150</td> </tr> <tr> <td>INSURER B : Indian Harbor Insurance Company</td> <td style="text-align: right;">36940</td> </tr> <tr> <td>INSURER C : Endurance American Specialty Insurance Company</td> <td style="text-align: right;">41718</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Arch Insurance Company	NAIC # 11150	INSURER B : Indian Harbor Insurance Company	36940	INSURER C : Endurance American Specialty Insurance Company	41718	INSURER D :		INSURER E :		INSURER F :	
INSURER A : Arch Insurance Company	NAIC # 11150												
INSURER B : Indian Harbor Insurance Company	36940												
INSURER C : Endurance American Specialty Insurance Company	41718												
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY		ZAGLB1859901	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:						
A X	AUTOMOBILE LIABILITY		ZACAT9324501	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB X OCCUR		UXP1060146-00	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N N/A	ZAWCI9799901	7/1/2025	7/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability		SXS0069243	7/1/2025	7/1/2026	excess liability 2,000,000
C	Excess Liability		ELD30091239400	7/1/2025	7/1/2026	Excess Liab\$5M X \$5M 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract No. 26300596 - ITB-26-064 Barron Road at Decatur Drive New Traffic Signal

The general liability, automobile liability, and Umbrella policy include a blanket automatic additional insured provision that provides additional insured status to the certificate holder, when there is a written contract between the named insured and the certificate holder that requires such status. Waiver of Subrogation as required by written contract. Insurance is Primary and Non Contributory.

Workers Comp policy contains a blanket waiver of subrogation

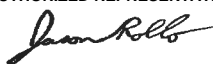
CERTIFICATE HOLDER City of College Station P.O. Box 9960 College Station, TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT D
PLANS AND SPECIFICATIONS

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

Plans and specifications of ITB-26-064 are fully incorporated into this contract by reference.

EXHIBIT E
CONSTRUCTION SCHEDULE

90 (ninety) days from NTP to substantial completion; and
30 (thirty) days from substantial completion to final completion

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement without modifications.

Signed By:  Title: COO

Typed Name: Mark Schinzler Company Name: Larry Young Paving, Inc.

Phone No.: (979)823-4888 Fax No.: (979)823-4884

Email: m.schinzler@larryyoungpaving.com

Bid Address: PO Box 11779 College Station TX 77842
P.O. Box or Street City State Zip

Order Address: 1852 Silver Hill Rd. Bryan TX 77807
P.O. Box or Street City State Zip

Remit Address: PO Box 11779 College Station TX 77842
P.O. Box or Street City State Zip

Federal Tax ID No.: 20-3237385

DUNS No.: 608643057

Date: Type text here 5/16/24

END OF BID #26-064

**CONTRACTOR'S PROPOSAL
AND
ALTERNATES (if applicable)**

**BID SUMMARY
BID NO. 26-064**

1. Total Base Bid

\$ 337,872.00

TOTAL number of calendar days to substantial completion 90.

Number of Addenda is hereby acknowledged

1 JK

Item #	Description	Unit	Quantity	Unit Price	Unit Total
1	"P" Style NEMA Traffic Cabinet (PT-P44168TS2-1-CS) w/ Det. Rack, Loadswitches, EDI Conflict Monitor (MMU-16LElp w/ Ethernet Port)	EA	1	\$ 28,112.00	\$ 28,112.00
2	Yunex M60 ATC Controller #8133-0004-018	EA	1	\$ 4,089.00	\$ 4,089.00
3	4-Section, 12-Inch, Black LED Poly Signal Head w/ Black Louvered Aluminum Backplate (Arr-R Arr-Y Arr-Y Arr-G)	EA	2	\$ 1,365.00	\$ 2,730.00
4	3-Section, 12-Inch, Black LED Poly Signal Head w/ Black Louvered Aluminum Backplate (R-Y-G)	EA	8	\$ 1,020.00	\$ 8,160.00
5	Streetscape Signal Pole, 30 ft-long with Luminaire	EA	4	\$ 12,791.00	\$ 51,164.00
6	Streetscape Mast Arm, 32 ft-long, Bronze, Powder Finished Over Galvanized Steel w/ Flanged Base	EA	2	\$ 4,209.00	\$ 8,418.00
7	Streetscape Mast Arm, 44 ft-long, Bronze, Powder Finished Over Galvanized Steel w/ Flanged Base	EA	2	\$ 7,485.00	\$ 14,970.00
8	Wind Damper Assembly for each mast arm	EA	4	\$ 942.00	\$ 3,768.00
9	16-Inch Aluminum Pedestrian Countdown Signal Head, w/ 9" Symbol/Man (Black)	EA	6	\$ 654.00	\$ 3,924.00
10	Astro-Brac Cable Mount Assy (AB-0131-1-Way Ped Assy w/ 84" Cable)	EA	6	\$ 546.00	\$ 3,276.00
11	Pedestrian Push-Button Assembly (Polara Brand APS) w/ CCU and Educational "Push Button To Cross Street" Sign 9"x15" R10-3eR/L	EA	6	\$ 1,727.00	\$ 10,362.00
12	ATB2 LED Luminaires, w/ 8-ft-long Streetscape Support Arms, Bronze	EA	4	\$ 1,873.00	\$ 7,492.00
13	Type D Pull Boxes w/ Apron, w/ Locking Cover, w/ Legend "High Voltage Traffic Signal"	EA	4	\$ 2,424.00	\$ 9,696.00
14	Stainless Steel Meter Pedestal Service, 4-Terminal, 125-am, Twin-Lnk Connectors, for Direct Burial, including conduit to power source and pad for new transformer	EA	1	\$ 7,994.00	\$ 7,994.00
15	Oriux Model #P85200-17496 ITS Battery Backup System w/ Ethernet Port, w/ Cabinet and Foundation w/ batteries	EA	1	\$ 14,552.00	\$ 14,552.00
16	Concrete Signal Controller Foundation	EA	1	\$ 2,943.00	\$ 2,943.00
17	Signal Pole Foundation, 36-inch Diameter, 13-ft Deep	EA	2	\$ 5,182.00	\$ 10,364.00
18	Signal Pole Foundation, 30-inch Diameter, 11-ft Deep	EA	2	\$ 3,587.00	\$ 7,174.00
19	Conduit, 2"-Diameter, Schedule 40 PVC	LF	160	\$ 13.00	\$ 2,080.00
20	Bored Conduit, 2"-Diameter, Schedule 40 PVC	LF	250	\$ 18.00	\$ 4,500.00
21	Conduit, 4"-Diameter, Schedule 40 PVC	LF	60	\$ 14.00	\$ 840.00
22	Bored Conduit, 4"-Diameter, Schedule 40 PVC	LF	350	\$ 21.00	\$ 7,350.00
23	7/C #12 AWG Stranded Signal Cable	LF	1197	\$ 5.00	\$ 5,985.00
24	5/C #12 AWG Stranded Signal Cable	LF	690	\$ 4.00	\$ 2,760.00
25	2/C #12 AWG Stranded Signal Cable	LF	630	\$ 2.00	\$ 1,260.00
26	THHN 3/C #12 Luminaire Tray Cable	LF	590	\$ 2.00	\$ 1,180.00
27	Insulated Electrical Conductor #8 Wire (Stranded) for Grounding	LF	735	\$ 2.00	\$ 1,470.00
28	Insulated Electrical Conductor #6 Wire (Stranded) for Power and Grounding	LF	240	\$ 2.00	\$ 480.00
29	Vantage Apex (Video + Radar) Detectors	EA	4	\$ 6,101.00	\$ 24,404.00
30	Vantage Apex Power/Comm Cable	LF	666	\$ 3.00	\$ 1,998.00
31	Vantage Apex CCU System w/ Video Monitor and Surge Panel	EA	1	\$ 13,868.00	\$ 13,868.00
32	Priority Control System Detector (3M Opticom Model 721)	EA	4	\$ 1,225.00	\$ 4,900.00
33	Model 138 Detector Cable (for GTT Opticom Model 721)	LF	667	\$ 5.00	\$ 3,335.00
34	GTT Model 764 Multimode Phase Selector Card (Infrared)	EA	1	\$ 5,916.00	\$ 5,916.00
35	Confirmation Lights w/ Duracell 75 Watt A19 LED bulbs, w/ Power Cable	EA	6	\$ 456.00	\$ 2,736.00
36	3/C #14 AWG Tray Cable for Red Light Confirmation	LF	120	\$ 2.00	\$ 240.00
37	"Left Turn Yield on Flashing Yellow Arrow" sign (36" x 42") (R10-17T) on Signal Mast Arm (3M DG3 Material)	EA	2	\$ 996.00	\$ 1,992.00
38	"Left Turn Yield on Green" sign (30" x 36") (R10-12) on Signal Mast Arm (3M DG3 Material)	EA	2	\$ 904.00	\$ 1,808.00
39	Street Name Sign (Decatur Dr 4000/ Dove Tr 3900), including mounting brackets and hardware	EA	1	\$ 1,099.00	\$ 1,099.00
40	Street Name Sign (Barron Rd 1500), including mounting brackets and hardware	EA	1	\$ 1,006.00	\$ 1,006.00
41	Street Name Sign (Dove Tr 3900/ Decatur Dr 4000), including mounting brackets and hardware	EA	1	\$ 1,099.00	\$ 1,099.00
42	Street Name Sign (Barron Rd 1600), including mounting brackets and hardware	EA	1	\$ 914.00	\$ 914.00
43	Remove Stop Sign	EA	2	\$ 11.00	\$ 22.00
44	Remove Street Light	EA	2	\$ 856.00	\$ 1,712.00
45	Trim Trees	EA	1	\$ 2,828.00	\$ 2,828.00
46	Remove Trees	EA	2	\$ 495.00	\$ 990.00
47	Remove Pvmt Mkgs, Thermoplastic (8")	LF	550	\$ 2.00	\$ 1,100.00
48	Remove Pvmt Mkgs, Thermoplastic (24")	LF	169	\$ 5.00	\$ 845.00
49	Remove Pvmt Mkgs, Thermoplastic (Arrow, Word)	EA	7	\$ 85.00	\$ 595.00
50	Refl Pvmt Mkgs Ty I Thermoplastic (W) 24" Solid (incl pvmt surf prep)	LF	327	\$ 14.00	\$ 4,578.00
51	Refl Pvmt Mkgs Ty I Thermoplastic (Y) 4" Solid (incl pvmt surf prep)	LF	632	\$ 1.00	\$ 632.00
52	Refl Pvmt Mkgs Ty I Thermoplastic (W) 6" Solid (incl pvmt surf prep)	LF	46	\$ 2.00	\$ 92.00

53	Refl Pvmt Mkgs Ty I Thermoplastic (W) 8" Solid (incl pvmt surf prep)	LF	181	\$ 3.00	\$ 543.00
54	Refl Pvmt Mkgs Ty I Thermoplastic (W) Arrow (incl pvmt surf prep)	EA	5	\$ 395.00	\$ 1,975.00
55	Refl Pvmt Mkgs Ty I Thermoplastic (W) Word (incl pvmt surf prep)	EA	4	\$ 417.00	\$ 1,668.00
56	Refl Pvmt Mkgs Ty I Thermoplastic (Y) Median Island Curb (incl pvmt surf prep)	LF	69	\$ 3.00	\$ 207.00
57	Raised Refl Pvmt Mrks Ty II-A-A (incl pvmt surf prep)	EA	2	\$ 14.00	\$ 28.00
58	Raised Refl Pvmt Mrks Ty I-C (incl pvmt surf prep)	EA	3	\$ 14.00	\$ 42.00
59	R7-1L (12" x 18") Aluminium Signs and Posts (10 BWG - 1 - WA - P), power coat bronze post and wedge anchor	EA	2	\$ 1,135.00	\$ 2,270.00
60	R7-1R (12" x 18") Aluminium Signs and Posts (10 BWG - 1 - WA - P), powder coat bronze post and wedge anchor	EA	2	\$ 1,135.00	\$ 2,270.00
61	Install Median Island (6")	SY	24	\$ 273.00	\$ 6,552.00
62	Remove and Replace Concrete	SY	38	\$ 327.00	\$ 12,426.00
63	Barricades, Signs, and Traffic Control	EA	1	\$ 3,964.00	\$ 3,964.00
64	Fiber Optic Cable (Install Only; Provided by City)	LF	125	\$ 1.00	\$ 125.00
				14	\$ 337,872.00

June 25, 2026
Item No. 7.3.
AXON Enterprise, Inc. ("AXON") Amendment #8

Sponsor: Mike Pavelka, Deputy Chief of Police

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a \$401,060.27 change order to the ten-year agreement with Axon Enterprise, Inc. ("AXON") for thirteen (13) Officer Safety Plan T7 packages to include body cameras, TASERS, digital storage, and associated reporting systems.

Relationship to Strategic Goals:

Good governance

Recommendation(s): Staff respectfully recommends approving the change order to purchase the additional 13 Officer Safety Plan T7 packages.

Summary:

On September 22, 2022, the City Council approved a ten-year master services agreement with Axon Enterprise, Inc. ("AXON") for the purchase of cameras, fleet cameras, electronic control devices, and associated digital storage. In the years following approval of the original agreement, City Council authorized additional officer positions for the Police Department. Due to varying stages of training and normal attrition, the related equipment purchases were intentionally deferred for 13 officers until this time.

This change order provides for the purchase of the remaining equipment needed to fully outfit the additional 13 officers. The total cost of the change order is \$401,060.27 and will be paid in 6 annual installments as follows: \$66,771.12 in August of 2026 and \$66,857.83 each year thereafter for the remaining term of the original contract (74 months).

All purchases made under this agreement utilize Sourcewell Cooperative Contract #101223-AXN. Sourcewell is a cooperative purchasing program that provides competitively solicited contracts for use by governmental agencies. Each contract is awarded following a formal solicitation process that fully complies with state and local competitive procurement statutes.

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

Attachments:

1. 23300001Y4_CO8 -- JU (CC 06.25.26)



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300001CO8 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Change Order 8 to Master Services & Purchasing Agreement (MSPA) AXON Products and Services

Name of Contractor: Axon Enterprise, Inc. ("AXON")

CONTRACT TOTAL VALUE: \$ 8,518,186.24 **Grant Funded** Yes No
If yes, what is the grant number:

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

NEW CONTRACT RENEWAL # _____ CHANGE ORDER # 8 OTHER _____

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

Change Order 8 is for an amount of \$401,060.27 to Axon MSPA to purchase 13 Officer Safety Plan T7 packages.
Reference Axon Quote Q 844186 46169MA, associated with Sourcewell Cooperative Contract #101223 AXN.
The change order amount is for the remaining 74 month program length and will be rendered in annual installments as shown on the quote.
Funding Account: 10011140 5112

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 06/25/26 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

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

CHANGE ORDER NO.8 DATE:05/28/2026 Contract No. 23300001Y4
 PROJECT: Master Services & Purchasing Agreement (MSPA) AXON products and services

OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842	CONTRACTOR: Axon Enterprise, Inc. 17800 N. 85th Street Ph: 800-978-2737 Scottsdale, Arizona, 85255 Fax: 480-991-0791
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PURPOSE OF THIS CHANGE ORDER:
 Addition of thirteen (13) Officer Safety Plan T7 packages to include body cameras, TASERS, digital storage, and associated reporting systems.
 For description, quantity, unit price, discounts and cost information, see Axon Quote Q-844186-46169MA attached. Associated with Sourcewell Cooperative Contract #101223-AXNNote: Total cost shown on quote is for a 74 month program length. Payment is to be rendered in annual installments as shown on the quote, reference Payment Summary on page 2.


DESCRIPTION	QUANTITY	ADDED COST
Officer Safety Plan T7 (OSP)	13	TOTAL \$401,060.27

THE NET AFFECT OF THIS CHANGE ORDER IS 6.25 % INCREASE.

TOTAL CHANGE ORDER	\$401,060.27	
ORIGINAL CONTRACT AMOUNT	\$6,417,557.66	
CHANGE ORDER NO. 1	\$189,696.00	2.96% CHANGE
CHANGE ORDER NO. 2	\$17,268.48	0.27% CHANGE
CHANGE ORDER NO. 3	\$25,792.00	0.40% CHANGE
AMENDMENT NO. 1	\$314,699.38	4.90% CHANGE
CHANGE ORDER NO. 4	\$5,982.85	0.09% CHANGE
CHANGE ORDER NO. 5	\$90,443.60	1.41% CHANGE
AMENDMENT NO. 2	\$944,580.00	14.72% CHANGE
CHANGE ORDER NO. 6	\$86,783.40	1.35% CHANGE
CHANGE ORDER NO. 7	\$24,322.60	0.38% CHANGE
CHANGE ORDER NO.8	\$401,060.27	6.25% CHANGE
REVISED CONTRACT AMOUNT	\$8,518,186.24	32.73% TOTAL CHANGE

ORIGINAL CONTRACT TERM	10	years (September 22, 2022 Effective Date)
CHANGE ORDER NO. 8 - No Time Extension.	0	years
Revised Contract Term	0	

APPROVED

Signed by:  _____ CONTRACTOR Date	5/29/2026 9:23 AM MST	_____ DEPARTMENT DIRECTOR Date
_____ CITY PROJECT MANAGER Date		_____ ASST CITY MANAGER - CFO Date
		_____ CITY ATTORNEY Date
		_____ CITY MANAGER Date



Q-844186-46169MA

Issued: 05/27/2026



Quote Expiration: 06/30/2026

Estimated Contract Start Date: 09/01/2026

Account Number: 116837

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
College Station Police Dept 800 Krenek Tap Rd College Station, TX 77840-5028 USA	College Station Police Dept. - TX 800 Krenek Tap Rd College Station TX 77840-5028 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Michael Pavelka Phone: (979) 764-3609 Email: mpavelka@cstx.gov Fax:

Quote Summary

Program Length	74 Months
TOTAL COST	\$401,060.27
ESTIMATED TOTAL W/ TAX	\$401,060.27

Discount Summary

Average Savings Per Year	\$24,951.22
TOTAL SAVINGS	\$153,865.84

This Quote, terms and conditions and SOW are subject to the terms and conditions of the Axon MSA dated September 22, 2022 with contract number 23300001. All other terms and conditions of the MSA remain in full force and effect.

Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	\$66,771.12	\$0.00	\$66,771.12
Oct 2027	\$66,857.83	\$0.00	\$66,857.83
Oct 2028	\$66,857.83	\$0.00	\$66,857.83
Oct 2029	\$66,857.83	\$0.00	\$66,857.83
Oct 2030	\$66,857.83	\$0.00	\$66,857.83
Oct 2031	\$66,857.83	\$0.00	\$66,857.83
Total	\$401,060.27	\$0.00	\$401,060.27

Quote Unbundled Price: **\$541,271.36**
 Quote List Price: **\$433,652.42**
 Quote Subtotal: **\$401,060.27**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73983	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	13	46		\$27.05	\$27.05	\$16,175.90	\$0.00	\$16,175.90
M00046	OFFICER SAFETY PLAN T7	13	74	\$354.46	\$242.59	\$212.12	\$204,057.23	\$0.00	\$204,057.23
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	13	74			\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	13	74		\$11.12	\$11.12	\$10,697.44	\$0.00	\$10,697.44
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	13	74		\$11.12	\$11.12	\$10,697.44	\$0.00	\$10,697.44
73739	AXON PERFORMANCE - LICENSE	13	74		\$11.12	\$11.12	\$10,697.44	\$0.00	\$10,697.44
102610	AXON COMMUNITY LINK	13	74		\$16.68	\$16.68	\$16,046.16	\$0.00	\$16,046.16
20370	AXON VR - USER ACCESS - FULL VR	13	74		\$26.70	\$26.70	\$25,685.40	\$0.00	\$25,685.40
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	13	74		\$27.81	\$27.81	\$26,753.22	\$0.00	\$26,753.22
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	13	74		\$72.30	\$72.30	\$69,552.60	\$0.00	\$69,552.60
A la Carte Services									
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	13	74		\$11.12	\$11.12	\$10,697.44	\$0.00	\$10,697.44
Total							\$401,060.27	\$0.00	\$401,060.27

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	13	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	15	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	15	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	15	1	08/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	08/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	08/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	08/01/2026
OFFICER SAFETY PLAN T7	100591	AXON TASER - CLEANING KIT	1	1	08/01/2026
OFFICER SAFETY PLAN T7	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	08/01/2026
OFFICER SAFETY PLAN T7	101886	SIGNAL SENSOR	13	1	08/01/2026
OFFICER SAFETY PLAN T7	101889	AXON SIGNAL - BATTERY - CR2032	13	1	08/01/2026
OFFICER SAFETY PLAN T7	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	13	1	08/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
OFFICER SAFETY PLAN T7	20018	AXON TASER - BATTERY PACK - TACTICAL	15	1	08/01/2026
OFFICER SAFETY PLAN T7	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	13	1	08/01/2026
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	65	1	08/01/2026
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	65	1	08/01/2026
OFFICER SAFETY PLAN T7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	26	1	08/01/2026
OFFICER SAFETY PLAN T7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	26	1	08/01/2026
OFFICER SAFETY PLAN T7	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	13	1	08/01/2026
OFFICER SAFETY PLAN T7	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	13	1	08/01/2026
OFFICER SAFETY PLAN T7	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/01/2026
OFFICER SAFETY PLAN T7	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	08/01/2026
OFFICER SAFETY PLAN T7	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	08/01/2026
OFFICER SAFETY PLAN T7	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	08/01/2026
OFFICER SAFETY PLAN T7	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	08/01/2026
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	26	1	08/01/2027
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	26	1	08/01/2027
OFFICER SAFETY PLAN T7	73309	AXON BODY - TAP REFRESH 1 - CAMERA	13	1	10/01/2027
OFFICER SAFETY PLAN T7	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	10/01/2027
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	26	1	08/01/2028
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	26	1	08/01/2028
OFFICER SAFETY PLAN T7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	26	1	08/01/2028
OFFICER SAFETY PLAN T7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	26	1	08/01/2028
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	26	1	08/01/2029
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	26	1	08/01/2029
OFFICER SAFETY PLAN T7	73310	AXON BODY - TAP REFRESH 2 - CAMERA	13	1	04/01/2030
OFFICER SAFETY PLAN T7	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	04/01/2030
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	26	1	08/01/2030
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	26	1	08/01/2030
OFFICER SAFETY PLAN T7	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	13	1	08/01/2031
OFFICER SAFETY PLAN T7	73345	AXON BODY - TAP REFRESH 3 - CAMERA	13	1	10/01/2032
OFFICER SAFETY PLAN T7	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	2	1	10/01/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN T7	101180	AXON TASER - DATA SCIENCE PROGRAM	13	09/01/2026	10/31/2032
OFFICER SAFETY PLAN T7	20248	AXON TASER - EVIDENCE.COM LICENSE	1	09/01/2026	10/31/2032
OFFICER SAFETY PLAN T7	20248	AXON TASER - EVIDENCE.COM LICENSE	13	09/01/2026	10/31/2032
OFFICER SAFETY PLAN T7	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	13	09/01/2026	10/31/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN T7	73638	AXON STANDARDS - LICENSE	13	09/01/2026	10/31/2032
OFFICER SAFETY PLAN T7	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	130	09/01/2026	10/31/2032
OFFICER SAFETY PLAN T7	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	09/01/2026	10/31/2032
OFFICER SAFETY PLAN T7	73746	AXON EVIDENCE - ECOM LICENSE - PRO	13	09/01/2026	10/31/2032
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	13	09/01/2026	10/31/2032
A la Carte	102610	AXON COMMUNITY LINK	13	09/01/2026	10/31/2032
A la Carte	20370	AXON VR - USER ACCESS - FULL VR	13	09/01/2026	10/31/2032
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	13	09/01/2026	10/31/2032
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	13	09/01/2026	10/31/2032
A la Carte	73739	AXON PERFORMANCE - LICENSE	13	09/01/2026	10/31/2032
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	13	09/01/2026	10/31/2032

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN T7	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
OFFICER SAFETY PLAN T7	101193	AXON TASER - ON DEMAND CERTIFICATION	13
OFFICER SAFETY PLAN T7	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	13
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	13

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN T7	101686	AXON SIGNAL - EXT WARRANTY - SIGNAL SENSOR	13	08/01/2027	10/31/2032
OFFICER SAFETY PLAN T7	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	15	08/01/2027	10/31/2032
OFFICER SAFETY PLAN T7	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	13	08/01/2027	10/31/2032
OFFICER SAFETY PLAN T7	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	08/01/2027	10/31/2032
OFFICER SAFETY PLAN T7	80464	AXON BODY - TAP WARRANTY - CAMERA	13	08/01/2027	10/31/2032
OFFICER SAFETY PLAN T7	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	08/01/2027	10/31/2032

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	800 Krenek Tap Rd	College Station	TX	77840-5028	USA

Payment Details

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	13	\$11,579.61	\$0.00	\$11,579.61
Annual Payment 1	102610	AXON COMMUNITY LINK	13	\$2,671.47	\$0.00	\$2,671.47
Annual Payment 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	13	\$1,780.98	\$0.00	\$1,780.98
Annual Payment 1	20370	AXON VR - USER ACCESS - FULL VR	13	\$4,276.27	\$0.00	\$4,276.27
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	13	\$1,780.98	\$0.00	\$1,780.98
Annual Payment 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	13	\$1,780.98	\$0.00	\$1,780.98
Annual Payment 1	73739	AXON PERFORMANCE - LICENSE	13	\$1,780.98	\$0.00	\$1,780.98
Annual Payment 1	73983	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	13	\$2,693.07	\$0.00	\$2,693.07
Annual Payment 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	13	\$4,454.05	\$0.00	\$4,454.05
Annual Payment 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	13	\$0.00	\$0.00	\$0.00
Annual Payment 1	M00046	OFFICER SAFETY PLAN T7	13	\$33,972.73	\$0.00	\$33,972.73
Invoice Upon Fulfillment	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Total				\$66,771.12	\$0.00	\$66,771.12

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00046	OFFICER SAFETY PLAN T7	13	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	13	\$11,594.66	\$0.00	\$11,594.66
Annual Payment 2	102610	AXON COMMUNITY LINK	13	\$2,674.94	\$0.00	\$2,674.94
Annual Payment 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 2	20370	AXON VR - USER ACCESS - FULL VR	13	\$4,281.83	\$0.00	\$4,281.83
Annual Payment 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 2	73739	AXON PERFORMANCE - LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 2	73983	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	13	\$2,696.57	\$0.00	\$2,696.57
Annual Payment 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	13	\$4,459.83	\$0.00	\$4,459.83
Annual Payment 2	M00046	OFFICER SAFETY PLAN T7	13	\$34,016.84	\$0.00	\$34,016.84
Total				\$66,857.83	\$0.00	\$66,857.83

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	13	\$11,594.66	\$0.00	\$11,594.66
Annual Payment 3	102610	AXON COMMUNITY LINK	13	\$2,674.94	\$0.00	\$2,674.94
Annual Payment 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 3	20370	AXON VR - USER ACCESS - FULL VR	13	\$4,281.83	\$0.00	\$4,281.83

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 3	73739	AXON PERFORMANCE - LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 3	73983	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	13	\$2,696.57	\$0.00	\$2,696.57
Annual Payment 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	13	\$4,459.83	\$0.00	\$4,459.83
Annual Payment 3	M00046	OFFICER SAFETY PLAN T7	13	\$34,016.84	\$0.00	\$34,016.84
Total				\$66,857.83	\$0.00	\$66,857.83

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	13	\$11,594.66	\$0.00	\$11,594.66
Annual Payment 4	102610	AXON COMMUNITY LINK	13	\$2,674.94	\$0.00	\$2,674.94
Annual Payment 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 4	20370	AXON VR - USER ACCESS - FULL VR	13	\$4,281.83	\$0.00	\$4,281.83
Annual Payment 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 4	73739	AXON PERFORMANCE - LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 4	73983	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	13	\$2,696.57	\$0.00	\$2,696.57
Annual Payment 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	13	\$4,459.83	\$0.00	\$4,459.83
Annual Payment 4	M00046	OFFICER SAFETY PLAN T7	13	\$34,016.84	\$0.00	\$34,016.84
Total				\$66,857.83	\$0.00	\$66,857.83

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	13	\$11,594.66	\$0.00	\$11,594.66
Annual Payment 5	102610	AXON COMMUNITY LINK	13	\$2,674.94	\$0.00	\$2,674.94
Annual Payment 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 5	20370	AXON VR - USER ACCESS - FULL VR	13	\$4,281.83	\$0.00	\$4,281.83
Annual Payment 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 5	73739	AXON PERFORMANCE - LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 5	73983	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	13	\$2,696.57	\$0.00	\$2,696.57
Annual Payment 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	13	\$4,459.83	\$0.00	\$4,459.83
Annual Payment 5	M00046	OFFICER SAFETY PLAN T7	13	\$34,016.84	\$0.00	\$34,016.84
Total				\$66,857.83	\$0.00	\$66,857.83

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	13	\$11,594.66	\$0.00	\$11,594.66
Annual Payment 6	102610	AXON COMMUNITY LINK	13	\$2,674.94	\$0.00	\$2,674.94
Annual Payment 6	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 6	20370	AXON VR - USER ACCESS - FULL VR	13	\$4,281.83	\$0.00	\$4,281.83
Annual Payment 6	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 6	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 6	73739	AXON PERFORMANCE - LICENSE	13	\$1,783.29	\$0.00	\$1,783.29
Annual Payment 6	73983	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	13	\$2,696.57	\$0.00	\$2,696.57
Annual Payment 6	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	13	\$4,459.83	\$0.00	\$4,459.83
Annual Payment 6	M00046	OFFICER SAFETY PLAN T7	13	\$34,016.84	\$0.00	\$34,016.84
Total				\$66,857.83	\$0.00	\$66,857.83

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement execute between the City of College Station and Axon Enterprise, Inc. dated September 22, 2022, with contract number 23300001, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Axon Enterprise, Inc.

By: Signed by: Robert E. Driscoll, Jr.

Printed Name: 65DAEBB131A4424... Robert E. Driscoll, Jr.

Title: VP, Deputy General Counsel

Date: 5/28/2026 | 11:30 AM MST

5/27/2026

City of College Station

By: _____
City Manager

Date: _____

Approved: _____

City Attorney
Date: _____

Assistant City Manager/CFO

Date: _____



June 25, 2026
Item No. 7.4.
Annual Polymer Purchase

Sponsor: Stephen Maldonado, Assistant Director of Water, Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on annual polymer purchases from SNF Water Science Polydyne, Inc., with an estimated annual expenditure of \$315,000 based on current unit pricing.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: Polymer serves as a wastewater treatment agent that concentrates solids, enhancing treatment efficiency by enabling the extraction of excess water before waste disposal. Both City-owned Wastewater Treatment Plants regularly utilize polymer for this task.

To ensure the best value for the City of College Station, this procurement for SNF Water Science Polydyne, Inc. products is being conducted through an Interlocal Agreement (ILA) with the City of Fort Worth. This approach leverages existing municipal contracts to provide a cost-effective procurement solution that aligns with state statutes regarding interlocal cooperation.

Budget & Financial Summary: Wastewater Operating funds are budgeted and available for the anticipated amount of polymer usage.

Attachments:

1. SNF Water Science Polydyne - 2026 Quote

Emailed to: koneill@cstx.gov

May 1, 2026

Kevin O'Neill
City of College Station
2200 N. Forest Pkwy.
College Station, TX 77802

Subject : Piggyback Contract Offer for the Purchase of Polymer
RE: City of Fort Worth; Bid No. 25-0012

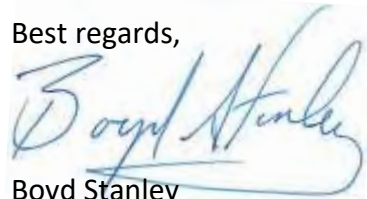
Dear Mr. O'Neill,

Polydyne Inc. is pleased to offer City of College Station the option to piggyback the purchase of emulsion polymer, CLARIFLOC C-6286 and C-6262, from the above-referenced City of Fort Worth Contract. While CLARIFLOC C-6286 and CLARIFLOC C-6262 is not specifically listed in the Fort Worth contract, CLARIFLOC C-6266 is included, and the two products are comparable in composition and performance. CLARIFLOC C-6286, C-6262 and C-6266 are very similar in composition. With this piggyback agreement, the unit price for CLARIFLOC C-6262 and CLARIFLOC C-6286 will be \$1.75/Lb. effective immediately through April 22, 2027. There are also three additional one-year renewal options available with this Agreement.

Attached for your reference, please find a copy of the City of Fort Worth Contract and related documents. All terms and conditions stated therein will apply.

Thank you for your business. We look forward to continuing to supply the City of College Station. Should you have any questions regarding this offer, please feel free to contact Marcus Ortiz, Technical Sales Representative, at (281) 633-6086.

Best regards,



Boyd Stanley
Sr. Vice-President

Attachments

June 25, 2026
Item No. 8.1.
June 2026 CIP Update

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action related to the Capital Improvement Projects (CIP) update.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): n/a

Summary: Presentation and update related to on-going Capital Improvement Projects (CIP).

Budget & Financial Summary: n/a

Attachments:

None

June 25, 2026
Item No. 8.2.
Greater Northgate Small Area Plan

Sponsor: Robin Macias, Land Development Review Administrator, Michael Ostrowski,
Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on Greater Northgate Small Area Plan recommendations, proposed public improvements within the Northgate district, and direction relating to the surface parking lot and surrounding area.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): To receive the presentation and provide direction.

Summary: At the January 8, 2026 City Council meeting, a future agenda item regarding preservation options the Council could investigate in the Northgate district was requested. Staff will present recommendations from the Greater Northgate District Small Area Plan Engagement Report and staff discussions. This item is an opportunity for Council to discuss and provide direction on which options they would like to explore as potential ordinance amendments.

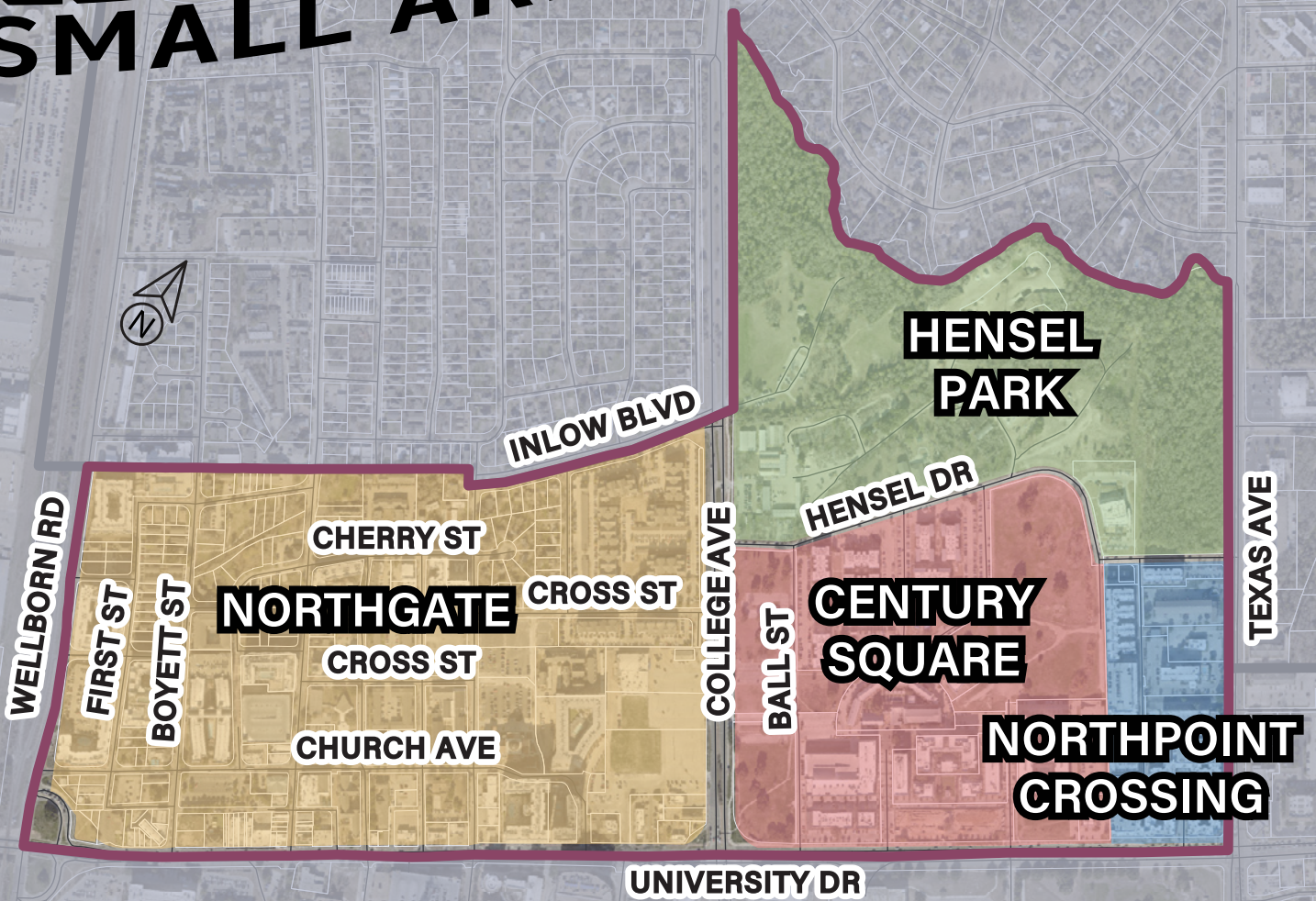
In addition, this workshop item will give the City Council an opportunity to hear about current and planned public-area improvements, as well as discuss the surface parking lot and surrounding area.

Budget & Financial Summary: N/A

Attachments:

1. Greater Northgate Small Area Plan Engagement Report

GREATER **NORTHGATE** SMALL AREA PLAN



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

For more information, go to cstx.gov/northgate
You can also email your comments to northgateplan@cstx.gov

OVERVIEW

This report is the product of a collaborative effort that began in Jan. 2025, when City Council directed staff to launch a small area planning process for the Greater Northgate area. Council specifically tasked staff with beginning the effort by engaging community stakeholders through a structured input process. The purpose of this report is to document and synthesize that input, offering a clear understanding of stakeholders' priorities, concerns, and aspirations for the area's future. This planning area includes the Northgate District, Northpoint Crossing, and Texas A&M University properties, Century Square and Hensel Park.

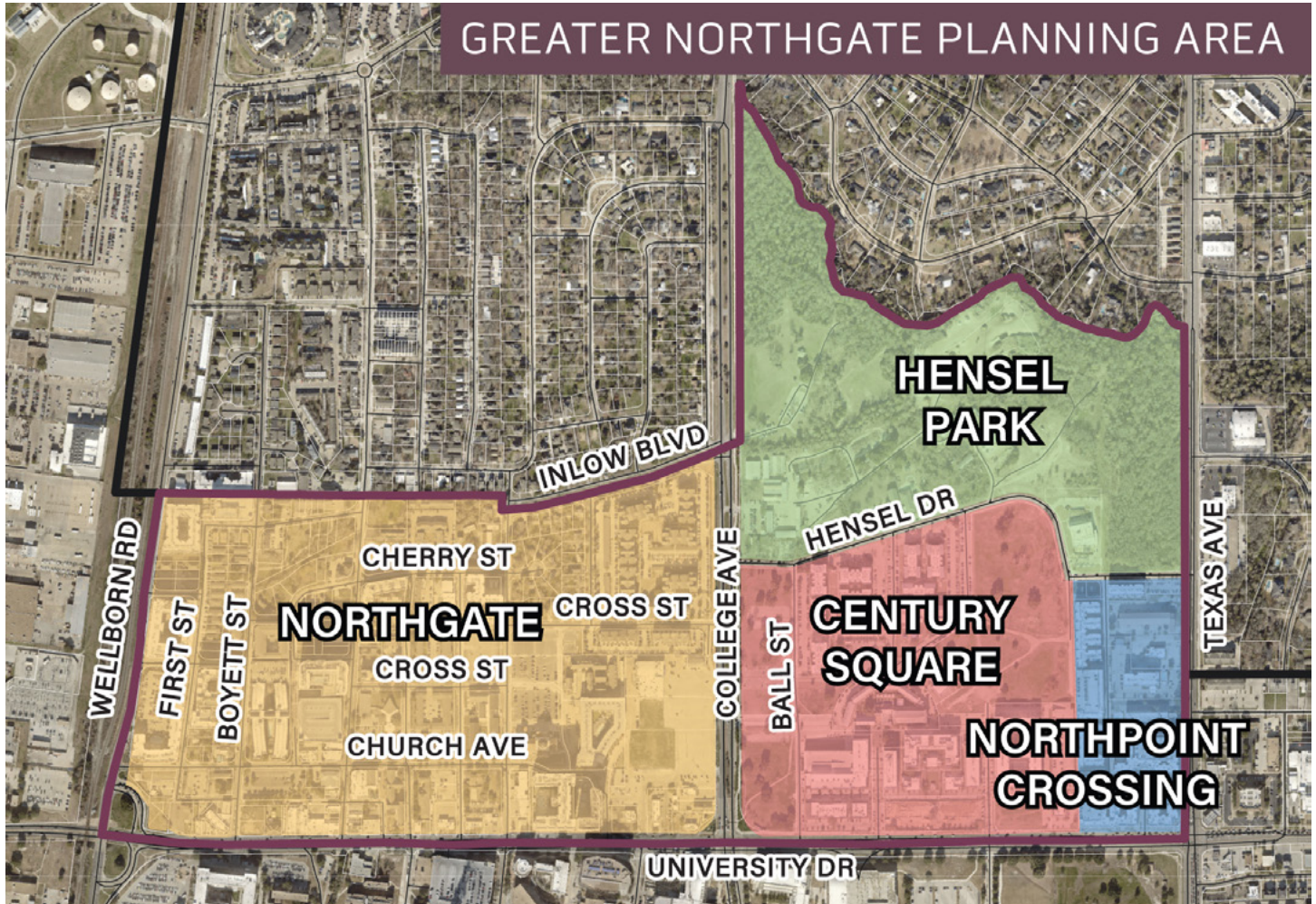


Figure 1. Greater Northgate Planning Area

Between Jan. and April 2025, community stakeholders contributed input through seven public meetings, two online engagement platforms, and a walking tour. These efforts yielded over 275 map-based comments, hundreds of participant quotes, and more than 50 action recommendations. City staff guided the process by facilitating engagement, analyzing feedback, and translating community ideas into implementable actions.

ENGAGEMENT PROCESS & TIMELINE

- Engagement activities included:
- A public kickoff event and mapping exercise (January 2025)
- Stakeholder committee meetings (February–May 2025)
- An interactive walking tour and visual audit (April 2025)
- Online surveys
- Direct coordination with Texas A&M University, local businesses, residents, and City staff

OUTREACH & COMMUNICATIONS STRATEGY

The City of College Station implemented a robust and multifaceted outreach strategy to raise awareness of the Greater Northgate Small Area planning process. Through City social media channels, blog posts, and the “What’s Up College Station?” video series, the City kept residents informed and encouraged public participation. Additionally, local media outlets provided news coverage featuring interviews with committee members and City staff, further expanding public awareness of the engagement process.

TIMELINE & ACTIVITIES

Date	Format	Topic
Jan. 28, 2025	Kickoff Workshop	Visioning & Mapping Exercise
Feb. 4, 2025	Committee Meeting #1	Existing Conditions Review
Feb. 18, 2025	Committee Meeting #2	Input Summary & Visioning
March 4, 2025	Committee Meeting #3	Mobility, Connectivity, Infrastructure
March 18, 2025	Committee Meeting #4	Land Use, Zoning, Retail, and Public Safety
April 1, 2025	District Walking Tour	Site Observations and Field Input
April 15, 2025	Committee Meeting #5	Charrette on Character, Historic Preservation, Development Restrictions
May 20, 2025	Committee Meeting #6	Committee Goals and Action Items

PROJECT KICKOFF

The in-person Kickoff Workshop on Jan. 28, 2025, marked the community's first engagement event in the Greater Northgate Small Area Planning process, drawing over 100 participants. The event introduced the project's purpose, scope, and timeline and engaged participants in breakout group activities. These activities gathered early stakeholder feedback, identified community priorities, and revealed key challenges and opportunities to guide the planning process.



Figure 2. Greater Northgate Small Area Plan Kickoff meeting project introduction.



Figure 3. Greater Northgate Small Area Plan Kickoff meeting group breakout activity.

<https://www.flickr.com/photos/collegestation/albums/72177720323522299>

Activities Included:

- Welcome Presentation: Overview of project timeline, goals, and planning principles.
- Vision Exercise: Groups shared keywords and early draft vision statements, many emphasizing walkability, history, diversity of land uses, and better connectivity.
- Group Discussions: Participants identified what they like, dislike, and hope to change in Northgate.
- Mapping Exercise: Stakeholders used "Keep / Change / Idea" prompts to annotate paper and digital maps.

Key Themes Emerged:

- Mobility & Infrastructure: Calls for more walkable streets, bike-friendly design, and better transit options.
- Community Character: Emphasis on preserving local identity, culture, and student-community balance.
- Public Spaces: High interest in more green space, public plazas, and art installations.
- Economic Development: Desire for daytime retail, grocery stores, and diverse entertainment options.
- Historic Preservation: Clear desire to retain iconic Northgate buildings and Aggie traditions.

Input collected during the kickoff workshop laid the groundwork for a committee vision statement and guided the structure of future engagement sessions.

STAKEHOLDER COMMITTEE

Immediately following the kickoff workshop, the Greater Northgate Stakeholder Committee was established to gather targeted input from a diverse range of perspectives. The 80-member committee included residents, business owners, elected and appointed officials, university representatives, and developers. While participation was open to all community members, some individuals were specifically invited to join based on their expertise and strong ties to the Greater Northgate area.

Primary Roles of the Committee:

- Provide insight into local challenges and opportunities
- Review of data and analysis shared by staff and consultants
- Offer feedback on draft materials and planning concepts
- Help shape and refine the community vision
- Serve as a liaison to broader community groups

From January through April 2025, the Stakeholder Committee met biweekly to discuss key topics such as land use, mobility, infrastructure, urban design, economic development, historic preservation, and public safety. Each meeting included data presentations, facilitated discussions, and interactive activities such as breakouts or roundtables.

COMMITTEE VISION STATEMENT

During the February 18 and March 4 meetings, the planning team facilitated discussions focused on crafting a vision statement for the committee. Members were invited to vote on their preferred language and offer suggestions for improvement. This collaborative process led to a consensus on a statement that emphasizes walkability, historical character, local vibrancy, and well-connected destinations.

“Rooted in history and tradition, the Greater Northgate Area will be a thoughtfully designed and well-connected hub, bringing together the Northgate District, Century Square, Hensel Park, and Northpoint Crossing. Through strategic planning and collaborative development, we envision pedestrian-friendly connectivity, enhanced infrastructure, and lifestyle conveniences. This plan will foster future community while honoring this historical area for tourists and locals alike.”

STAKEHOLDER COMMITTEE MEETINGS

Existing Conditions (Feb. 4, 2025)

The February 4, 2025, Stakeholder Committee meeting focused on establishing a shared understanding of existing conditions across the Greater Northgate planning area. Staff presented key findings related to demographics, land use, zoning, public safety, infrastructure, and redevelopment trends.

Key Topics and Highlights:

- A growing residential population of approximately 9,400, with 99% of residents identified as renters and a high concentration of student households.
- The dominance of multifamily housing, with significant growth in the past two decades.
- Texas A&M University’s substantial land ownership and influence, particularly in areas like Century Square and Hensel Park.
- Zoning distinctions, including the College/University zoning designation, PDDs (Planned Development Districts), and the Northgate Design District.
- Public safety data indicates a concentration of fire, EMS, and police calls in Northgate, particularly at night.
- Infrastructure investments that have driven redevelopment, including new housing, commercial projects, and public realm enhancements.
- Economic indicators show increasing appraised values and revenues from hotel occupancy taxes and utilities.

Committee members raised questions about the extent of the planning area boundaries, university development coordination, and pedestrian access challenges created by large-scale projects like Northpoint Crossing. Several members requested more detailed data broken down by subarea, including police and fire call types, crash data, tax revenue, and active development permits.

Input Summary & Visioning (Feb 18, 2025)

The Feb. 18, 2025, Stakeholder Committee meeting centered on synthesizing input received from the kickoff workshop and online comments. Staff also presented additional existing conditions data as requested by the committee.

Key Topics and Highlights:

- Committee members voted on a preferred name for the planning area (Greater Northgate), a preferred name for one of the sub areas (Northgate District), and the preferred name for a special focus area (Northgate).
- Staff presented additional data on fire, EMS, and police calls for service broken down by hour of the day and planning sub area.
- Staff presented a summary of online and kickoff workshop feedback, which identified core themes such as pedestrian safety, public space enhancements, building scale, retail diversity, and historic preservation.
- Committee members reviewed survey participants sentiment and discussed common priorities across community engagement sources.
- Draft staff-derived vision statements were shared for consideration, reflecting themes such as mixed-use development, a pedestrian-oriented environment, and Northgate's historical legacy.
- Committee members voted to develop a group vision statement as homework with the intent that the committee would vote on a vision statement at the following committee meeting.

Mobility, Connectivity, and Infrastructure (Mar 4, 2025)

The March 4, 2025, Stakeholder Committee meeting focused on mobility, connectivity, and infrastructure across the Greater Northgate area. The session built upon existing conditions data and public feedback to identify specific barriers and opportunities to improve transportation systems and the public realm.

Key Topics and Highlights:

- Visioning: Committee members voted on a committee vision statement
- East-West Connectivity: Participants emphasized the lack of continuous east-west routes through Northgate, especially between Wellborn and Texas Avenue. Cherry Street and the Culpepper development were discussed as critical connections.
- Pedestrian Safety: Difficult crossings at Church, Boyett, and South College were identified as high-priority areas for improvements such as signal timing adjustments, pedestrian bridges, or underpasses. Prioritization of pedestrian crossings at College Main and Boyett as the top safety improvement projects.
- One-way Street Concept: Possibility of one-way street concept was discussed, including which streets could serve as one-way pairs.
- Sidewalk Widths and Quality: Narrow sidewalks, particularly near College Main, were cited as unsafe and insufficient given current pedestrian volumes. The need for wider sidewalks and ADA accessibility was strongly supported.
- Bike and Scooter Infrastructure: Gaps in the bike network and conflicts between modes (bikes, scooters, pedestrians) were discussed. Suggestions included protected bike lanes, clearer signage, and designated routes.
- Trolley system Proposal: Participants introduced a concept for a Northgate circulator trolley to connect key destinations, alleviate pedestrian congestion, and reduce vehicle dependence.
- Parking & Traffic Flow: Dynamic parking pricing, subterranean parking, and better wayfinding were proposed as strategies to address parking challenges and improve event circulation.
- Aesthetics and District Branding: Participants supported adding gateway signage, murals, and unified streetscape elements to create a stronger district identity.

Land Use, Regulations, Retail Recruitment, and Public Safety (Mar 18, 2025)

The March 18, 2025, Stakeholder Committee meeting explored land use patterns, regulatory frameworks, retail dynamics, and public safety issues. The discussion was built on previous meetings by linking physical form, land use policy, and quality of life factors such as safety and aesthetics.

Key Topics and Highlights:

- **Land Use Mix:** Participants expressed interest in maintaining a balanced mix of uses, especially encouraging more retail, entertainment, and service offerings that appeal to a broader demographic beyond students. A grocery store was identified as a major desire, though challenges were acknowledged.
- **Development Regulations:** Concerns were raised about building scale and design quality. Stakeholders suggested limiting height to 2–5 stories in the entertainment district and near historic structures, while reinforcing architectural standards to improve aesthetics and compatibility. Broad support for modifying design standards to promote walkability, improve aesthetics, and preserve community character.
- **Historic Preservation:** Participants supported creating a formal designation for historically significant buildings and emphasized the value of preserving local icons like The Dixie Chicken.
- **Public Safety Perception:** Committee members raised concerns about Northgate’s reputation for being unsafe at night, citing issues like public intoxication, vandalism, and poor lighting. Proposed solutions included better lighting, late-night patrols, public restrooms, and active programming. Several bar managers on the committee felt the negative perception was unfair, and they highlighted the safety measures and training they implement to ensure a positive experience for patrons.
- **Retail Recruitment:** The group discussed challenges to attracting desirable businesses, citing competition from online shopping and perceived fluctuations in foot traffic as key barriers. To address these issues, participants suggested creating a more social, mixed-use environment that encourages activity throughout the day and into the evening. Opinions differed on retail strategy, with some advocating for student-focused offerings, while others emphasized the importance of attracting a broader mix to serve a more diverse customer base.
- **Parking and Access:** Participants expressed a desire for more teaser parking in the Northgate District, similar to Century Square, and recommended ways to improve the perception of parking availability through new signage and real-time availability indicators.

Northgate Walking Tour and Visual Audit (Apr 1, 2025)

The Northgate Walking Tour and Visual Audit offered committee members and city staff an opportunity to observe the built environment firsthand. Conducted in six groups of six to ten participants, the activity involved themed routes where each group examined infrastructure conditions, land use patterns, pedestrian environments, and safety features.

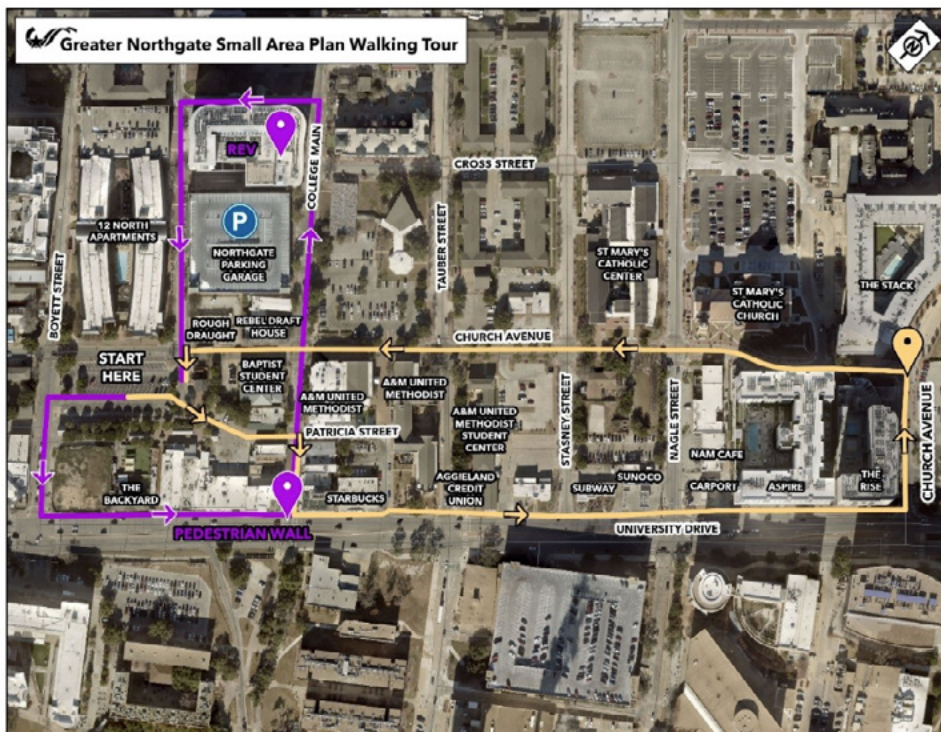


Figure 4. Map of Northgate Walking Tour routes. Approximately 50 participants walked one of two designated routes to document features of Northgate using ArcGIS Survey123, a GIS-based online survey tool that links submitted photos to specific locations on a map.



Figure 5. Northgate Walking Tour participants discussing area by the City-owned parking garage located at 309 College Main Ave.



Figure 6. Northgate Walking Tour participants share their observations.

Key Activities and Highlights:

- **Safety Enhancements:** Many participants shared that they felt unsafe walking along University Drive near the bars and suggested extending the pedestrian wall toward Wellborn Road to enhance safety. Participants also identified poorly lit areas and inconsistent lighting across the district as contributors to negative perceptions of safety at night.
- **Sidewalk Conditions and Widths:** Participants observed that many sidewalks were too narrow, obstructed by street furniture or landscaping, or in poor condition. High foot traffic areas such as College Main and Church Avenue were identified as priorities for improvement.

- Wayfinding and Access: Participants noted a lack of clear signage and district branding, as well as confusing or missing directional aids to public parking and key destinations. Participants suggested a wayfinding system and strengthening the identity of Northgate through cohesive signage and placemaking elements.
- Public Space Activation: Open spaces like College Main Plaza and Patricia Street Promenade were praised for their pedestrian-friendly design and value as public gathering places; however, many participants emphasized the need for increased maintenance and further investment in these areas. Many participants expressed a desire to see more active use of public spaces like the Second Street Promenade, as well as expanded programming in various areas to support entertainment events and vendor markets.
- Connectivity Gaps: Missing bike and pedestrian connections between Century Square, Hensel Park, and surrounding neighborhoods were discussed, reinforcing prior input about the need for pedestrian-friendly linkages.
- Traffic Conflicts: Conflicts between pedestrian, bicycle, scooter, and vehicle traffic were observed, particularly around driveways and intersections.

Charrette Workshop (April 15, 2025)

The April 15, 2025, Stakeholder Committee meeting brought together approximately 18 committee members for a charrette exercise focused on collaboratively exploring ideas for shaping Northgate's future. Working in three groups, committee members completed a mapping exercise focused on urban design, building heights, placemaking, and enhancements to the public realm. In addition, approximately 12 Texas A&M students attended the meeting for class credit and worked in two groups to complete the same mapping exercise. Between the committee members and university students, design similarities emerged around limiting building height in key zones, preserving historic features, and enhancing public spaces.



Figure 7. Stakeholder committee members develop planning charrette for Northgate during April 15, 2025 meeting.

Key Activities and Highlights:

- **Preserving Character:** Participants identified iconic locations, such as The Dixie Chicken and Bottle Cap Alley, and emphasized preserving Northgate's historic signage, brickwork, wooden elements, and low-scale, pedestrian-oriented design. The character was often described as "vibrant," "communal," and "authentically Aggie."
- **Building Height and Visual Corridors:** Groups shaded areas on maps where building heights should be limited to preserve views, light access, and pedestrian scale. Several suggested 2–3 story limits in the bar district and 4–5 story thresholds in transitional zones. Key visual corridors, including those around University Drive and College Main, were marked for preservation.
- **Public Spaces & Beautification:** Participants praised spaces like College Main Promenade and identified their potential for activation through farmers markets, public art, and small grocery or food vendors. Maintenance and aesthetics were recurring themes, with calls for turf, benches, and lighting upgrades.
- **Streetscape & Infrastructure:** Specific comments targeted sidewalk width, obstructions, and pedestrian safety. Suggestions included consolidating street furniture, expanding pedestrian zones, and relocating lighting and trees to maximize usable sidewalk space.
- **Placemaking & Identity:** Arches, murals, and "Instagrammable" backdrops were discussed as strategies to strengthen district identity. Participants widely supported arch elements and suggested deploying them more broadly.

Goals & Action Item Discussion (May 20, 2025)

The May 20, 2025, Stakeholder Committee meeting offered committee members a chance to review, clarify, and discuss changes to the proposed action items. These action items were developed by staff based on input from committee discussions, a public survey, and observations of the walking tour participants. The meeting ensured that the proposed actions aligned with the committee's vision for the area and provided an opportunity for members to refine them accordingly.

Key Topics and Highlights:

- **Importance of Word Choice:** Committee members provided feedback on the significance of word choice and requested action items that refer to "infill" and "underutilized" commercial and private property be removed or clarified.
- **Scope and Balance of the Planning Area:** A few committee members expressed disappointment that the action items were overly focused on the Northgate District sub area and lacked a cohesive concept for the whole Greater Northgate planning area.
- **Public Safety Review Concerns:** Some committee members felt the proposed action items did not sufficiently address public safety concerns raised during the engagement process, particularly those involving fire, EMS, and police activities. A committee member asked whether the police department and Fire Marshal's office had reviewed the action items, and staff confirmed that both had done so.
- **Continued Conversations and Involvement:** A majority of committee members expressed concern about losing their ability to provide input once the current engagement process concludes and the action items move into implementation. Since many action items involve studies or evaluations without specific implementation details, committee members emphasized the importance of having a voice in refining these details throughout the implementation process.

WHAT WE HEARD

Over the course of stakeholder meetings, online feedback, workshops, and the mapping survey, clear themes emerged about the community's aspirations for the Greater Northgate Area. While perspectives varied, a consistent set of priorities, challenges, and opportunities surfaced across engagement formats.

Ultimately, the stakeholder committee decided which action items should be included for consideration in this engagement report. These items are outlined in the chapters that follow.

KEY THEMES ACROSS ALL INPUT SOURCES

Theme	Community Feedback Summary
Transit & Connectivity	Calls for improved east-west pedestrian and bike connections, better crossings across University and College Ave, and interest in a local trolley system.
Walkability & Safety	High concern about narrow sidewalks, dangerous crossings, scooter conflict, and poor lighting. Support for underpasses, wider sidewalks, better lighting, and traffic calming.
Land Use & Scale	Desire to limit building height in some parts of the district and to diversify the mix of uses – including retail, entertainment, and residential that serves more than just students.
Historic Character	Stakeholders value Northgate's unique culture and history. There is strong interest in protecting iconic businesses, maintaining traditional architecture, and resisting over-modernization.
Retail & Experience	Clear demand for more local-serving businesses – grocery stores, cafes, bookstores – and not just bars. Participants want day-to-night vibrancy.
Public Realm & Identity	Strong support for more shade trees, public art, signage, and places to gather. Participants emphasized making Northgate feel like a cohesive and welcoming district.
Parking & Circulation	Feedback reflected mixed views. Some support reducing surface parking to improve the pedestrian environment; others want better wayfinding, structured parking, or dynamic pricing models for public parking.

CHAPTER: TRANSPORTATION & MOBILITY

Goal: Ensure Safe, Accessible, and Connected Mobility for All Modes

Create a safe, efficient, and multimodal transportation network that improves traffic flow, enhances pedestrian and cyclist safety, and ensures seamless connections between the Northgate District, Texas A&M University, Century Square, Hensel Park, Northpoint Crossing, and the surrounding community.

Community members strongly emphasized the need for safer pedestrian access and better east-west connectivity across University Drive and College Avenue. Key concerns included high-traffic intersections, missing sidewalks, and poor nighttime visibility. Participants called for the City to actively support proposed grade-separated crossings across University Dr. Committee members expressed overwhelming support for extending the pedestrian wall along University Dr, claiming it provides "great protection from traffic," with one member emphatically stating, "Do more of these protected sidewalks!"



Figure 8. Pictures of the Northgate pedestrian wall provided by Northgate Walking Tour participants, April 1, 2025.

Strategic Actions

1. **Extend the pedestrian wall on University Drive.** Extend the existing University Drive pedestrian wall eastward as well as westward to at least 203 University Drive to better separate pedestrians from traffic.



Figure 9. An AI-generated rendering of proposed pedestrian wall expansion. This image is for illustrative purposes only and does not represent a guarantee, final design, or specification for the proposed pedestrian wall.

2. **Conduct bicycle and pedestrian demand and safety study in the Northgate District.** Analyze bicycle and pedestrian demands and meet desired safety outcomes by prioritizing signal timing, providing crossing enhancements along Church Avenue and other locations, lighting upgrades, ADA-compliant facilities, and other identified improvements.
3. **Amend the Bicycle, Pedestrian, and Greenways Master Plan to include planned sidewalks to create a complete pedestrian network.** Amend the Master Plan to ensure a complete sidewalk network on all streets within the planning area, except for Inlow Boulevard, Wellborn Road, and any segments where a shared use path provides equivalent access.

4. **Amend the Bicycle, Pedestrian, and Greenways Master Plan to include planned shared use paths along arterial roadways of University Drive, College Avenue, and Wellborn Road.** Amend the Master Plan to increase bicycle and pedestrian access and safety to include shared use paths to be planned along the north side of University Drive from Texas Avenue to Wellborn Road, the west side of College Avenue from University Drive to the City limit, and the east side of Wellborn Road from University Drive to the City limit.
5. **Amend the Bicycle, Pedestrian, and Greenways Master Plan to include a planned shared use path along the Burton Creek Tributary and Inlow Boulevard.** Amend the Master Plan for a planned off-street path connecting College Main to Nagle Street along the Burton Creek Tributary and then along Inlow Boulevard that would connect Northgate Park to Hensel Park.
6. **Further develop the pedestrian and bicycle grade separation feasibility study for the University Drive corridor.** Coordinate with other agencies and stakeholders to conduct engineering, cost, and location studies to prioritize implementation of grade-separated crossings across University Drive along with identifying funding mechanisms.
7. **Prioritize improved crossing solutions along the College Avenue corridor.** Explore signalization, street alignments, mid-block pedestrian crossings, bike facilities, and potential grade separations from University Drive to Inlow Boulevard to establish safe east-west connectivity across College Avenue.
8. **Conduct analysis on alternative for the Wellborn Road cross-section.** Evaluate options to retrofit the existing four-lane undivided roadway to consider turn lanes, designated bicycle infrastructure, and pedestrian crossings to increase safety and access along the Wellborn Road corridor.
9. **Conduct feasibility study on one-way street conversions.** Evaluate potential conversions of streets (e.g., Tauber and Stasney) to one-way operations for potential to expand sidewalk width, introduce protected bike lanes, and/or increase on-street parking. The study could include how one-way street configurations could support flexible curb space, ride-share/drop-off, bike parking, and café seating.

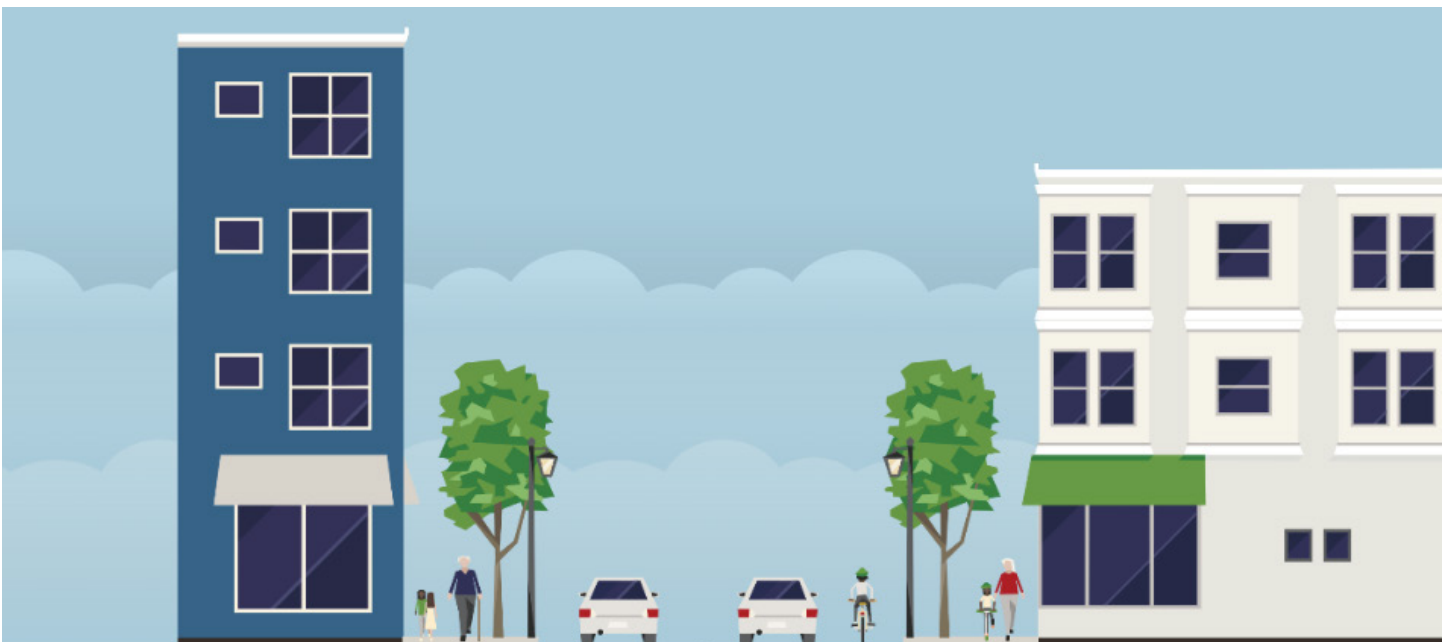


Figure 10. Example one-way street cross-section presented to stakeholder committee at March 4, 2025 meeting. This example was developed by staff based on Northgate street specifications using Streetmix software.

10. **Extend streets for enhanced connectivity.** Extend Cherry Street to connect with Maple Avenue to improve east-west movement. Extend Tauber Street to Aspen Street in coordination with the City of Bryan.
11. **Conduct feasibility study for plan area transit circulator system.** Conduct a study on a transit circulator system (e.g., trolley or shuttle service). If feasible, pilot the service during major events (e.g., game days, Parents Weekend).



Figure 11. An AI-generated rendering of a public trolley along Church Avenue proposed by members of the stakeholder committee. This image is for illustrative purposes only and does not represent a design proposal or recommendation from City staff.

12. **Conduct Bicycle Parking Evaluation.** Assess current availability and install secure, well-lit bike racks in public spaces and near key destinations.

Ongoing Actions & Policy Directives

1. **Partner with TxDOT and Texas A&M University to design and construct grade-separated crossings at priority locations.** Design and construct bicycle and pedestrian grade separations at key locations along the University Drive corridor to reduce safety conflicts and improve connections to the Texas A&M University campus and other key destinations.
2. **Maintain and expand the sidewalk network.** Perform an audit of the existing sidewalk infrastructure for needed improvements and prioritize sidewalk gap-filling and widening, as feasible, into capital improvements and development review processes.
3. **Coordinate with TAMU Transit, Brazos Transit District, and regional transit organizations to improve transit mobility to and within the planning area.** Collaborate with these partners to enhance bus stop amenities, signage, and pedestrian connections to transit stops.
4. **Improve lighting and visibility to improve pedestrian safety.** Install pedestrian-scale lighting along sidewalks, shared-use paths, at crossings, and along trail corridors, especially in areas with nighttime activity.

Chapter: Land Use and Development

Goal: Promote Mixed-Use, Context-Sensitive Development

Support vibrant, walkable, and inclusive development that balances vertical and horizontal mixed-use projects, respects neighborhood character, and reflects the evolving needs of residents, students, businesses, and visitors in the Greater Northgate area.

There is strong support for human-scale, mixed-use development that preserves Northgate's unique character. Participants supported integrating structured parking into mixed-use developments to minimize the visual and spatial impact of standalone parking facilities. They also recommended updating sidewalk requirements to enhance walkability, suggesting that "[benches] should be put in line with trees and light posts to not impede the sidewalk," and noted that most sidewalks are "nice but narrow" due to the placement of tree and street furniture.



Figure 12. Pictures of sidewalk trees and street furniture placement provided by Northgate Walking Tour participants, April 1, 2025.

Strategic Actions

- 1. Conduct a comprehensive evaluation of the City of College Station's policies and implementation efforts related to active ground-floor uses in the Northgate District.** The study should identify existing challenges, measure effectiveness to date, and benchmark best practices from peer cities to inform future strategies.
- 2. Explore repurposing the city-owned surface parking lot to accommodate a variety of uses.** Potential uses include a community gathering area, flexible event space, a pocket park, public parking, or low-profile mixed-use development that complements the scale and character of adjacent buildings.
- 3. Evaluate amending the UDO to update sidewalk width requirements, tree spacing, and street furniture placement.** This amendment will specify placement standards that avoid clutter and maintain clear pedestrian flow.
- 4. Evaluate amending the UDO to update landscape diversity requirements.** This amendment will require native or adaptive plantings, discourage monoculture species, and prioritize shade canopy in parking lots and public plazas.

Strategic Actions

- 1. Evaluate amending the NG-1 Design District standards to preserve and enhance Northgate's character.** Conduct a comprehensive evaluation of the NG-1 Zoning District and related regulations to better support adaptive reuse, preserve historic and cultural character, and guide compatible new development. Amendments should:
 1. Introduce context-based height restrictions (e.g., 3-5 stories) and step-back requirements to maintain scale near historic or legacy structures, within boundaries designated by the advisory committee (e.g., from Boyett Street to Lodge Street and from University Drive to Church Street)
 2. Strengthen design standards for storefront transparency, fenestration, articulation, and building materials that reflect traditional and local character
 3. Explore color and signage standards that offer increased flexibility while preserving the district's visual cohesion.
 4. Remove regulatory barriers to adaptive reuse and façade improvements, particularly for legacy businesses, by relaxing non-structural renovation requirements and promoting flexible compliance pathways.
 5. Explore the feasibility of a Historic or Character Overlay Zoning District tailored to Northgate. If feasible, implement this overlay to incorporate incentives for preservation and scale transitions that protect identity while enabling reinvestment.
- 2. Study the feasibility of establishing a historic preservation program for the Northgate area.** This effort should include an updated historic resources survey to map historically and culturally significant sites. The inventory should encompass architecturally notable structures as well as locations of social or cultural importance, with particular attention to properties identified by the stakeholder committee, such as legacy bars, churches, and civic landmarks.
- 3. Establish a façade improvement program to improve building frontages and rear public entries.** This program would incentivize improvements through matching grants.
- 4. Encourage and facilitate the creation of murals and public art by local artists.** Public art plays a central role in placemaking, creating visually engaging spaces that reflect Northgate's unique cultural character.



Figure 13. An AI-generated rendering of Aggie-themed public art proposed by committee members for installation in Bottle Cap Alley. This image is for illustrative purposes only.

Ongoing Actions & Policy Directives

1. **Promote adaptive reuse over demolition.** Use planning review and incentives to guide property owners toward adaptive reuse and rehabilitation of aging buildings instead of teardown-rebuild cycles.
2. **Celebrate local history and cultural character through programming and public realm design.** Collaborate with the Northgate District Association and local institutions to host walking tours and heritage festivals. Incorporate historic references in public design elements, such as benches, lighting, and signage, to showcase the district's identity and sense of place.

Chapter: Economic Development & Tourism

Goal: Support Economic Development and Year-Round Tourism

Promote a dynamic and resilient local economy by attracting diverse businesses, supporting small business growth, and enhancing entertainment and retail offerings to support Northgate as a vibrant destination for students, residents, and visitors throughout the year.

Many participants expressed a strong desire for greater retail variety and businesses that cater to both students and the broader community. Feedback consistently emphasized the desire for grocery stores, bookstores, and venues that do not revolve around alcohol. Some community members called for more family-friendly destinations that would bring life to the district throughout the day—not just at night. There was overwhelming support for Northgate District branding to support the district as a unique destination.



Figure 14. A picture of "The Green at Century Square." Stakeholders frequently cited Century Square as a model for the preferred urban form for successfully integrating mixed-use development, storefront and structured parking, and inviting public gathering spaces.

“Diversify entertainment in Northgate, like Century Square. If you don’t drink, there is nothing to do at Northgate.”

-Northgate Walking Tour Participant



“Arches are really nice. I’d deploy them everywhere.”

-Northgate Walking Tour Participant

Figure 15. Picture of branded pavilion and archway at Northgate provided by Northgate Walking Tour participants, April 1, 2025.

Strategic Actions

1. **Develop a branding strategy for the Northgate Bar District that creates a unified visual identity reflecting the district’s unique character and cultural energy.** This strategy should include design-forward, district-branded elements such as gateway signage, street light banners, and promotional materials.



Figure 16. AI-generated renderings of potential gateways and wayfinding signage based on community members’ input. These images are for illustrative purposes only and not a proposed final design.

2. **Develop a Business Recruitment Toolkit.** Provide marketing materials, demographic profiles, leasing information for target sites, and potential incentives or assistance programs.
3. **Explore incentives to attract businesses such as neighborhood-scale retail, wellness services, and grocers.** Incentives may include rent subsidies, build-out grants, or streamlined permitting for ground-floor activation in key corridors.
4. **Establish a formalized communication channel between Northgate District businesses and the City.** This communication channel can be utilized to coordinate marketing and events, share feedback, and steward district improvements and advocacy.

Ongoing Actions & Policy Directives

1. **Expand small business support programs to revitalize inactive commercial spaces by helping entrepreneurs with permitting, financing, marketing, and tenant improvements.** Prioritize support for locally owned businesses, particularly those that generate daytime foot traffic and service-oriented uses.
2. **Coordinate with Texas A&M University to market Northgate as a tourism destination.** Key opportunities include major campus events, athletic games, and conferences.
3. **Collaborate with local businesses and organizations to host diverse events and programs.** Programs could include farmers markets, art walks, street festivals, seasonal events, and alumni/family weekend specials.

Chapter: Public Spaces & Streetscapes

Goal: Foster Vibrant Public Spaces and Streetscapes

Enhance parks, plazas, and streetscapes within the Greater Northgate area to create inviting, inclusive, and active public spaces, while reinforcing the district’s unique identity as a lively and historic university district.

Participants strongly supported enhancing public spaces to encourage everyday use and community connection. Priorities included more shade trees, seating, small plazas, and arts-based placemaking like murals that reflect Northgate’s identity. Improved wayfinding and cleaner, more inviting public spaces were also emphasized. As one participant said regarding the Patricia Street Promenade, *“This is actually a nice gathering space, but it’s not been maintained.”*



Figure 17. Pictures of the Patricia Street Promenade provided by Northgate Walking Tour participants, April 1, 2025.

Strategic Actions

1. **Enhance public plazas and pedestrian promenades such as the College Main Plaza and Second Street Promenade.** Consider the addition of movable seating, art installations, and decorative lighting.
2. **Identify opportunities for new permanent and pop-up public spaces at key locations.** Potential sites include Second Street at Louise, sites near Northgate Park, and along the Church Avenue corridor.
3. **Develop a Patricia Street Promenade Master Plan that provides infrastructure to support community gatherings and events.** The plan should consider landscaping and stormwater features, permanent seating, shade pavilions, flexible spaces for event setups, and access to power and lighting for evening events.
4. **Enhance streetscapes and create tree-lined, green streets along major corridors such as University Drive, College Main, and Church Avenue.** Improve the visual appeal, comfort, and environmental performance of major streets by incorporating planting strips, bioswales, and appropriately spaced trees with adequate root zones to provide shade, reduce heat, and manage stormwater.
5. **Develop a master plan for Northgate Park.** Consider park enhancements such as additional pavilions, trail connections, and public art that showcases Northgate's unique character, along with exploring possible ways to expand the park's physical footprint.
6. **Work collaboratively with Texas A&M University to enhance Hensel Park as a vibrant recreational and cultural destination.** Improve public access through trails and safe crossings from the Northgate District and surrounding neighborhoods.

Ongoing Actions & Policy Directives

1. **Ensure consistent upkeep of public spaces and maintain hardscaping elements in good repair.** Prioritize graffiti removal, trash collection, lighting repair, and tree health management to keep public areas clean, safe, and welcoming.

Chapter: Access and Parking

Goal: Balance Access with Effective Parking & Loading Management

Support efficient access to the Greater Northgate district by right-sizing parking supply, managing curb space more effectively, and upgrading parking technology.

Views on parking were mixed, reflecting the diverse needs and expectations of those who use the Northgate District. Some participants supported reducing surface parking to prioritize walkability and public space enhancements. Others emphasized the need for better access to existing parking garages, improved signage, and more efficient shared-use models. As one person commented, *"Nobody knows where to park. A digital sign that says, 'Garage Full' would save everyone time."*



Figure 18. Picture of signage at the city-owned parking garage at 309 College Main provided by a Northgate Walking Tour participant, April 1, 2025

Strategic Actions

1. **Develop a Northgate Parking and Curb Management Plan.** The plan should designate specific zones for short-term, long-term, and event parking, while also managing curb space for ride-share drop-offs, deliveries, and transit stops.
2. **Implement smart parking systems with real-time garage availability signage.** Use signage at key entry points to display availability to reduce congestion and unnecessary circulation.
3. **Study the feasibility of implementing a dynamic pricing model for City parking spaces.** Dynamic pricing can encourage turnover and balance parking demand.

Ongoing Actions & Policy Directives

1. **Encourage shared parking agreements between adjacent properties.**
Promote coordination among residential towers, commercial users, churches, and entertainment venues to improve overall parking efficiency.
2. **Support multimodal access with a focus on pedestrian and bicycle safety.**
Prioritize safety improvements near garages, curb zones, and delivery areas to enhance walkability and bike access throughout the district.

Chapter: Public Safety & Quality of Life

Goal: Enhance Public Safety and Community Perception

Foster a safe, clean, and welcoming environment in the Greater Northgate area by enhancing lighting, strengthening public safety presence, and improving sanitation procedures.

Although Northgate is a popular hub for nightlife and student activity, community members raised concerns about crime, disorderly conduct, and the perception of certain areas being unsafe, especially at night. Many survey respondents noted that “very poor lighting in area [is] causing safety issues” and that they “do not see good lighting,” even in areas immediately surrounding the bars.



Figure 19. Picture of area with poor lighting near Boyett Street and Patricia Street provided by a Northgate Walking Tour participant, April 1, 2025.

Strategic Actions

- 1. Complete a block-by-block lighting audit focused on areas with inadequate illumination or non-functioning fixtures.** Replace outdated fixtures and upgrade to pedestrian-scale, energy-efficient lighting. Install additional lighting in areas with inadequate illumination to improve the feeling of safety in the district.
- 2. Explore changes to Northgate District solid waste collection procedures.** Consider adjustments to reduce the visibility of unsightly bins in pedestrian areas and to improve compliance with proper use procedures among businesses participating in the trash compactor program.

Chapter: Implementation & Action Plan

Goal: Ensure Effective Implementation and Ongoing Monitoring

Establish a transparent, flexible, and actionable framework for implementing the Greater Northgate Area Plan, supported by progress tracking, public-private collaboration, and adaptive strategies that respond to changing conditions and community needs.

Strategic Actions

- 1. Provide an annual update on the progress made toward implementing the goals and actions outlined in this plan.** Staff will document progress through the Comprehensive Plan and Unified Development Ordinance Annual Review.
- 2. Conduct an audit of the plan 10-years after adoption to assess the successes and shortcomings of the plan and its implementation.** Based on the audit results, City Council may either recommend retiring the plan or direct staff to initiate a plan update.

Ongoing Actions & Policy Directives

- 1. Continue working with residents, businesses, students, and Texas A&M to ensure implementation remains aligned with community needs and aspirations.**

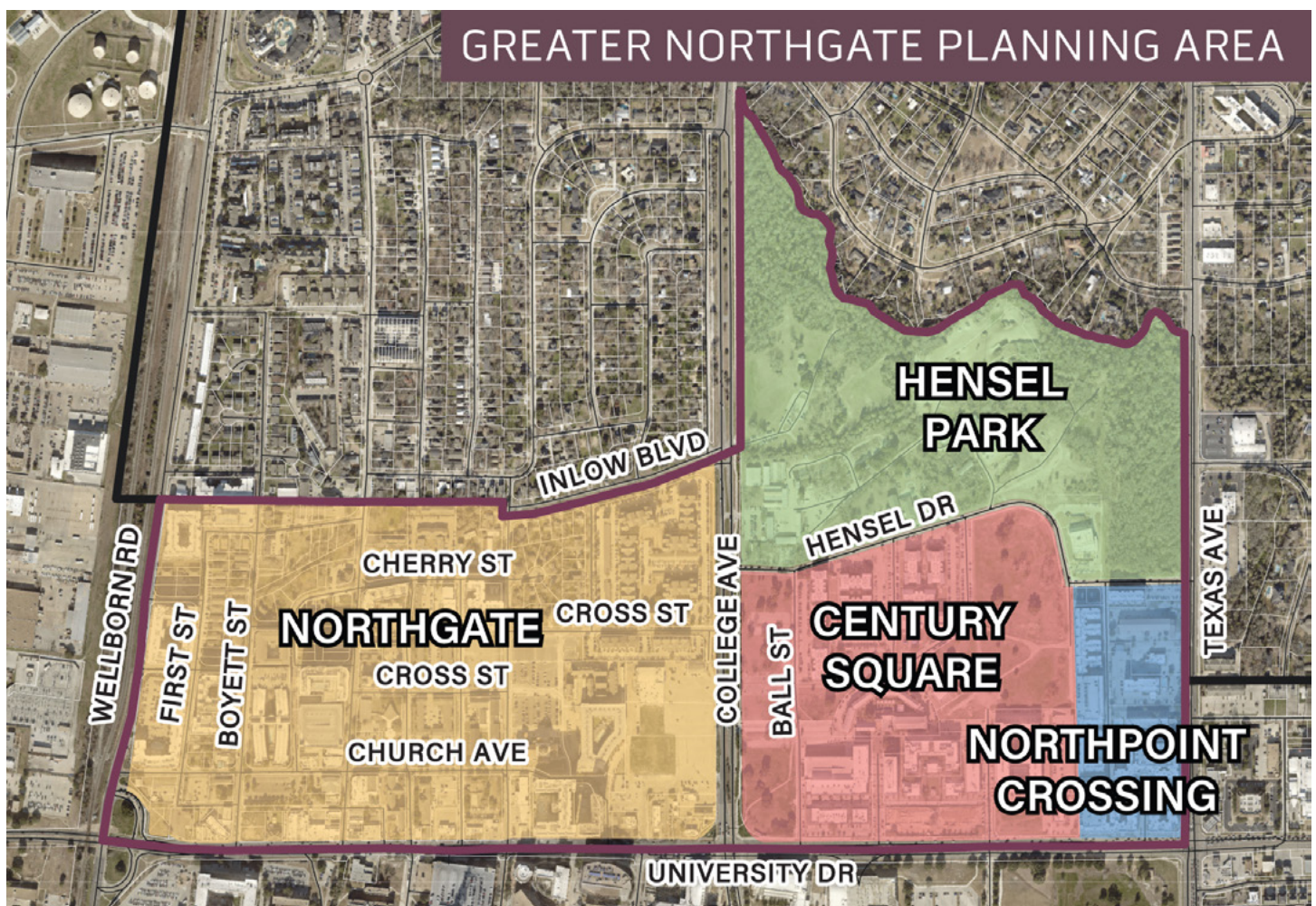
APPENDIX A: EXISTING CONDITIONS REPORT

SURROUNDING CONTEXT

The Greater Northgate planning area is bounded by the College Station-Bryan city limits to the north, Texas Avenue to the east, University Drive to the south, and Wellborn Road to the west. The planning area is divided into four sub areas: Northgate District, Northpoint Crossing, Century Square, and Hensel Park. Two sub areas in the eastern portion of the planning area, Century Square and Hensel Park, are Texas A&M University property and not subject to the City's land use and development requirements.

In the 1990s, a portion of this planning area was designated as slum and blight by the Department of Housing and Urban Development. Calls to redevelop the area led to the creation of the 1996 Northgate Redevelopment Plan (1996) and Redevelopment Implementation Plan (2003). The population living in the area has almost doubled since 2010. Far from the slum and blight of the 1990's, the Greater Northgate area now features some of the most valuable properties per acre in College Station.

Greater Northgate, one of the oldest parts of College Station, represents a historically significant area with deep cultural value to the community. The area is important not only for its nightlife and student appeal, but also as an economic driver, cultural hub, historic district, and community gathering place.



DEMOGRAPHICS

The demographic data in this report is primarily sourced from the Esri Business Analyst tool, which utilizes data from the U.S. Census Bureau (Esri, 2025).

Population

GREATER NORTHGATE POPULATION

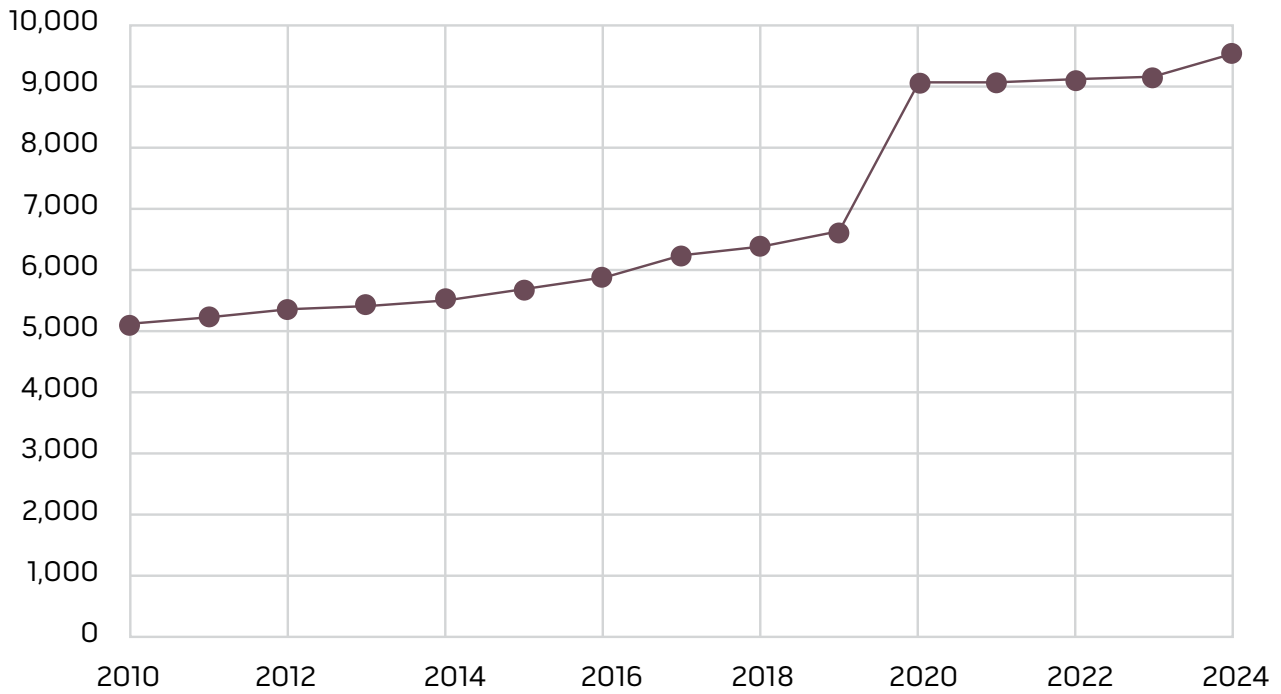


Figure 1. Greater Northgate Planning Area Population; Source: Planning and Development Services estimates based on U.S. Census Bureau data

Table A. Greater Northgate Planning Area Population Estimates 2010-2024; Source: Planning and Development Services estimates based on U.S. Census Bureau data

Year	Total Population	Annual % Change	5-Year % Change
2010	5,067	-	
2011	5,193	2.5%	
2012	5,315	2.3%	7.9%
2013	5,402	1.6%	
2014	5,465	1.2%	
2015	5,622	2.9%	
2016	5,835	3.8%	
2017	6,165	5.7%	16.8%
2018	6,331	2.7%	
2019	6,569	3.8%	

2020	8,971	36.6%	
2021	9,002	0.3%	
2022	9,046	0.5%	5.4%
2023	9,094	0.5%	
2024	9,458	4.0%	

AGE

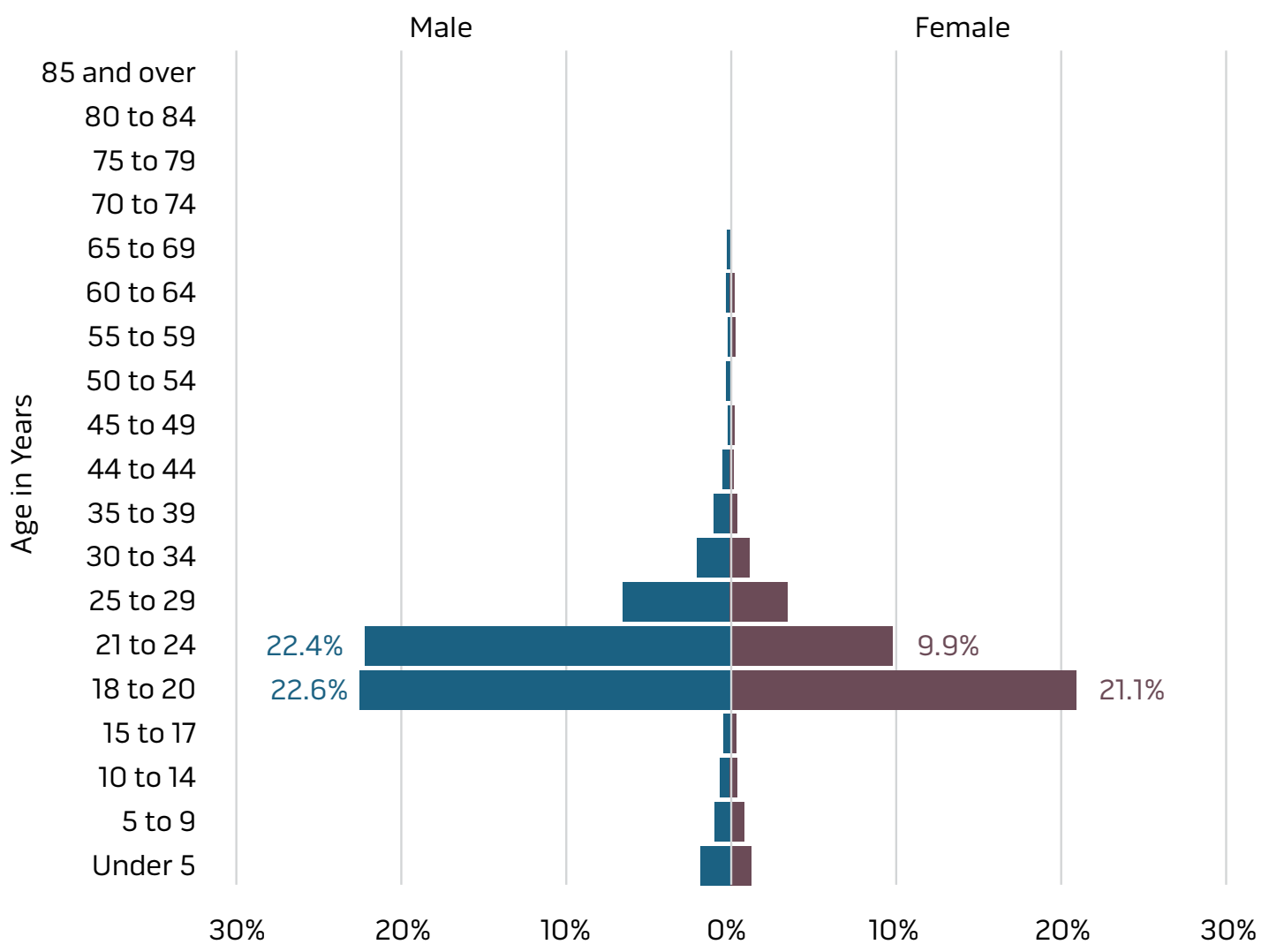
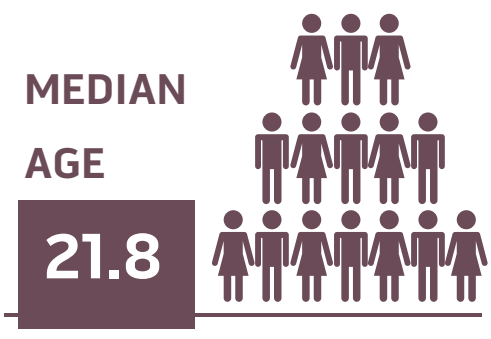


Figure 2. Population Pyramid 2024; Source: U.S. Census Bureau, 2020



HOUSEHOLDS



HOUSEHOLDS **3,057**

99% Renters

85% Non-Family

Figure 3. Total Households 2024; Source: Esri Business Analyst 2025

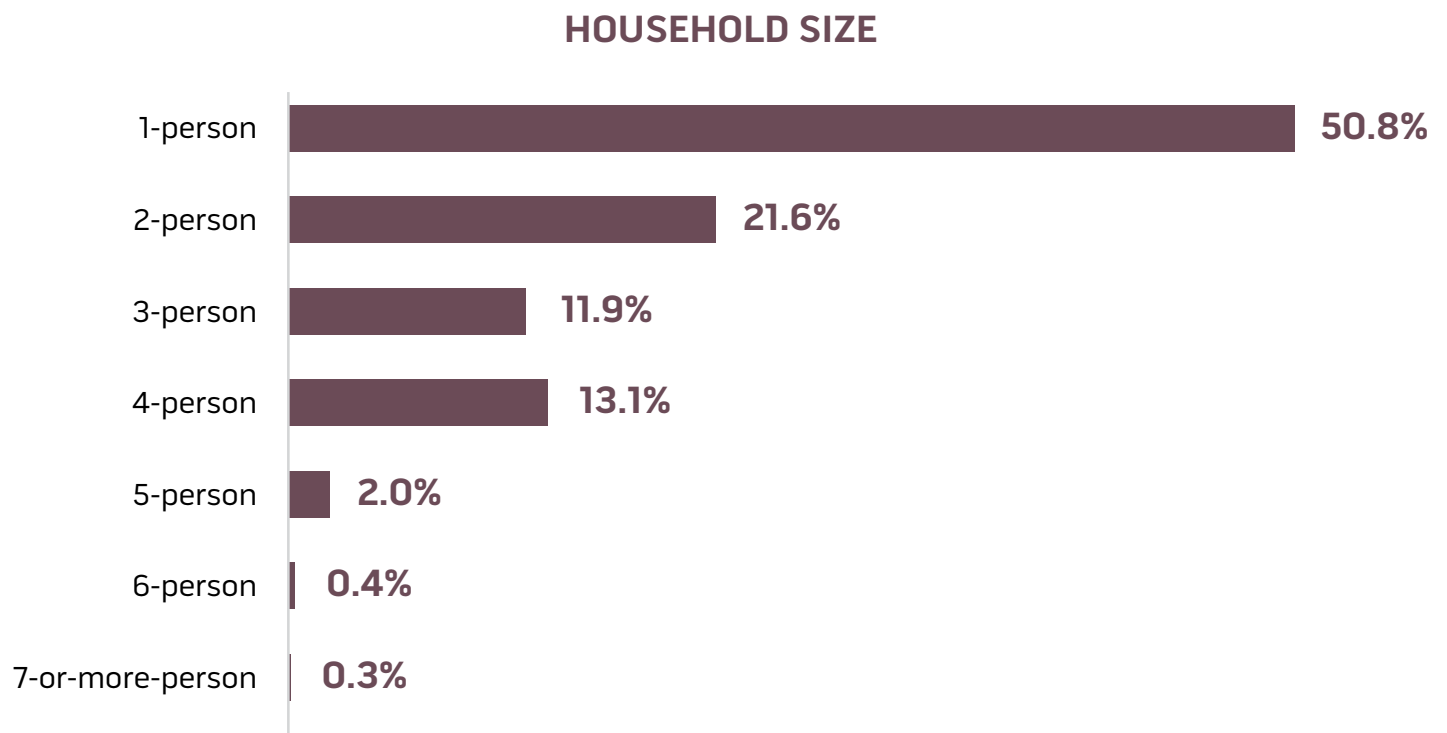


Figure 4. Household Size 2024; Source: Esri Business Analyst 2025

RACE

PERCENT OF POPULATION BY RACE

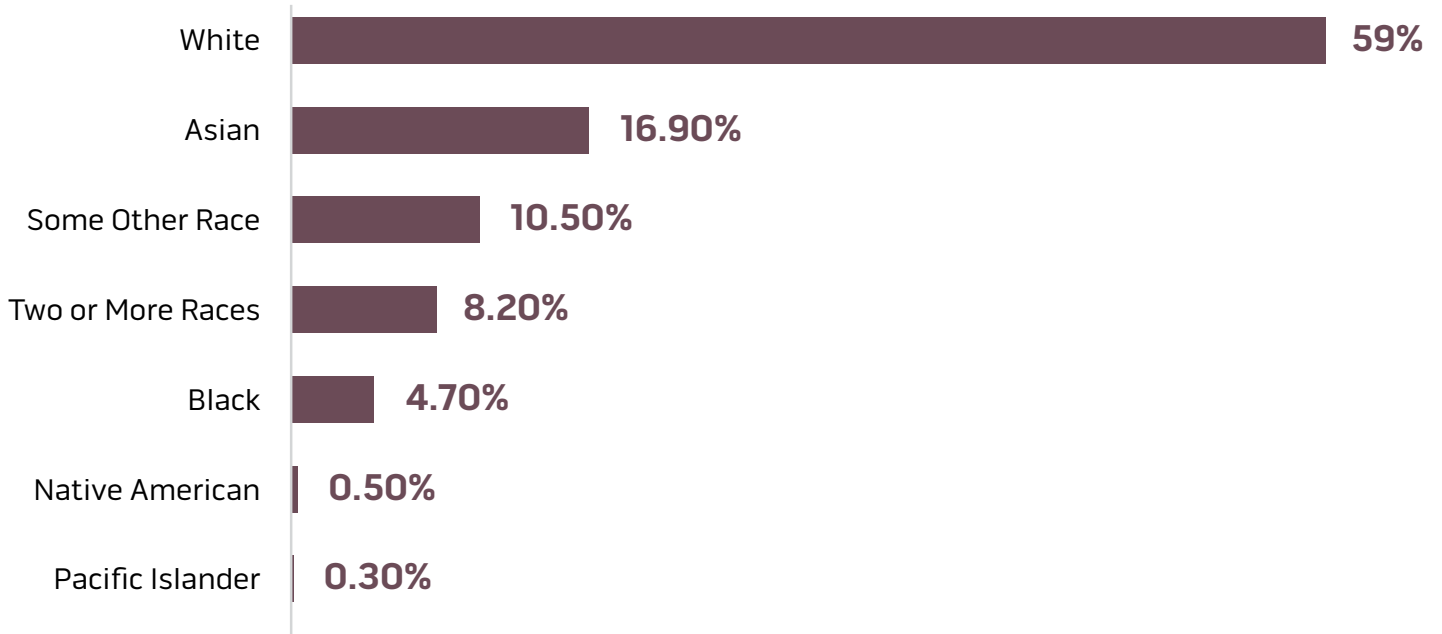


Figure 5. Percent of Population by Race 2024; Source: Esri Business Analyst 2025

EDUCATION

EDUCATIONAL ATTAINMENT

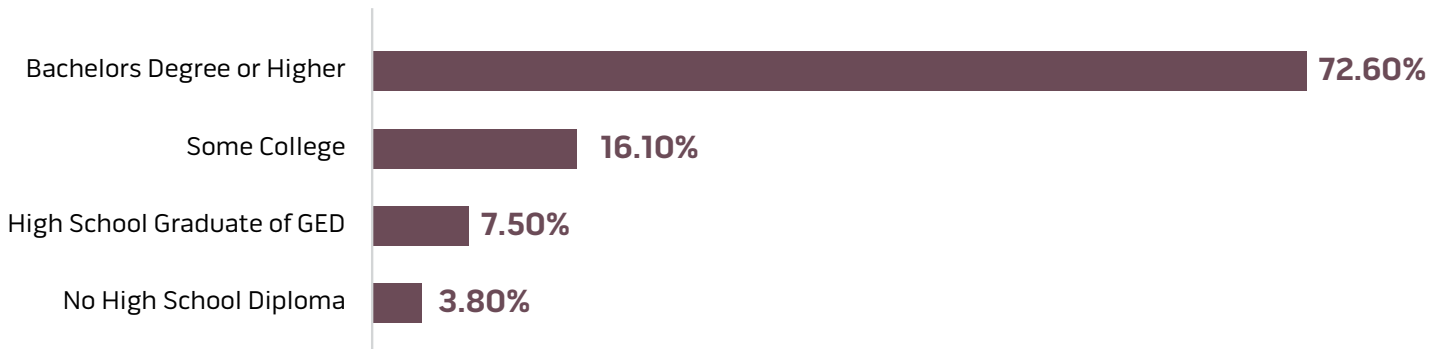


Figure 6. Educational Attainment 2024; Source: Esri Business Analyst 2025

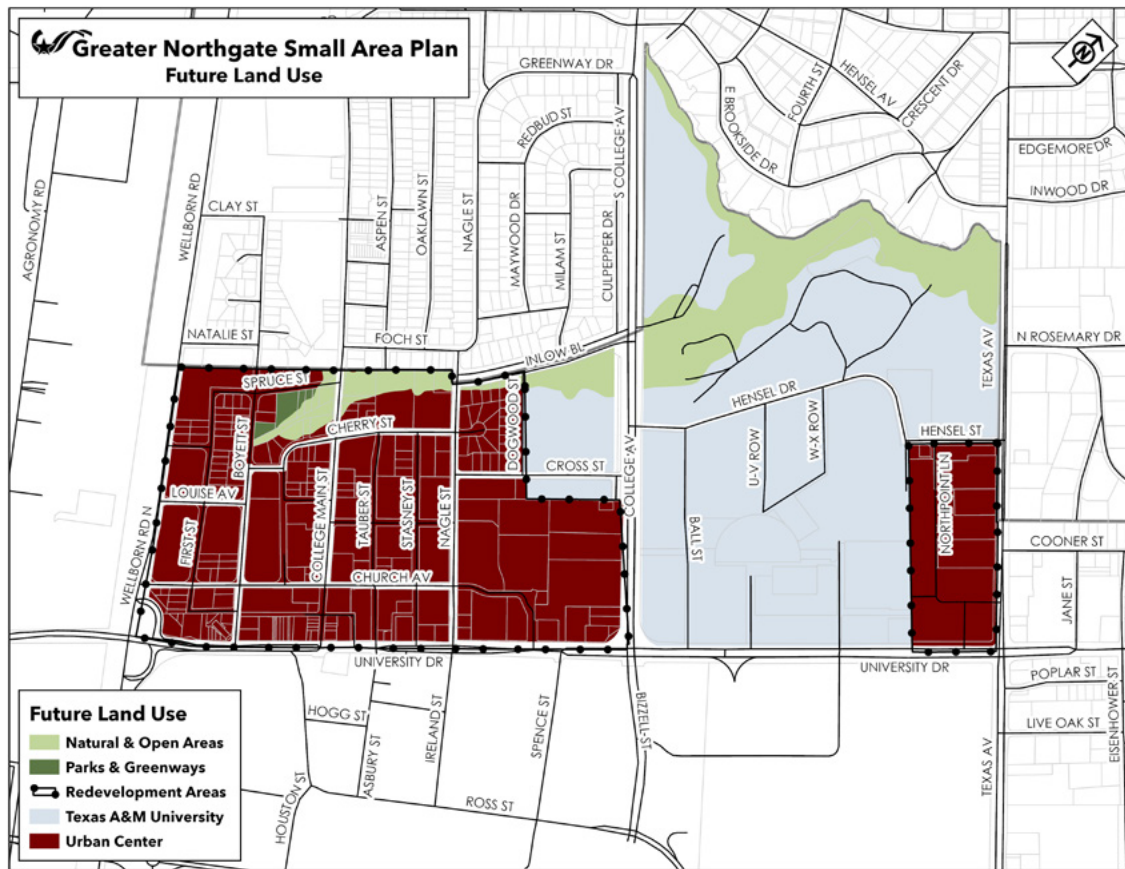


54%

Enrolled in College or Graduate School

AREA CHARACTERISTICS

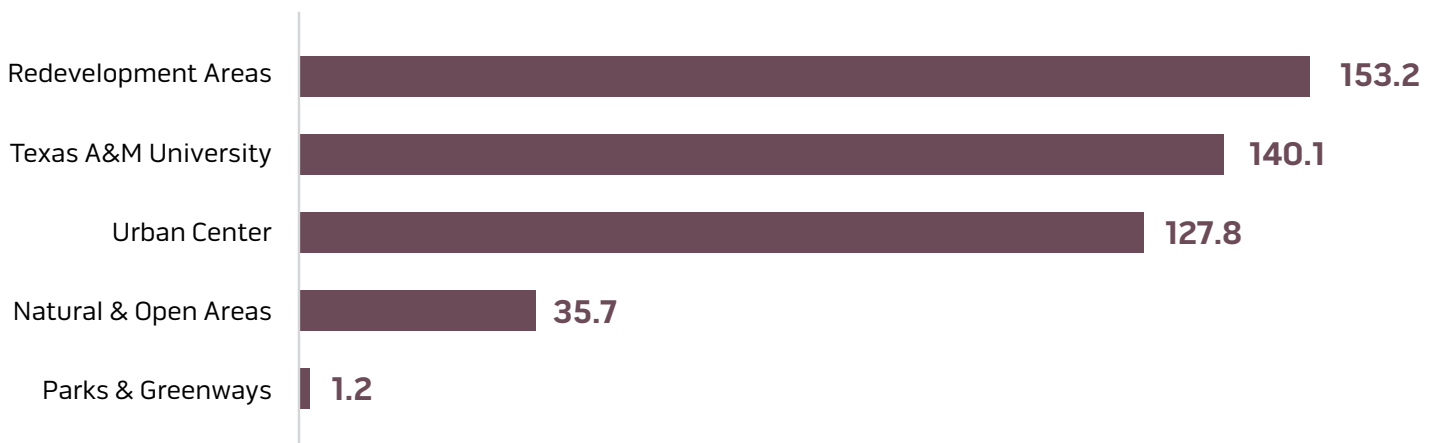
FUTURE LAND USE



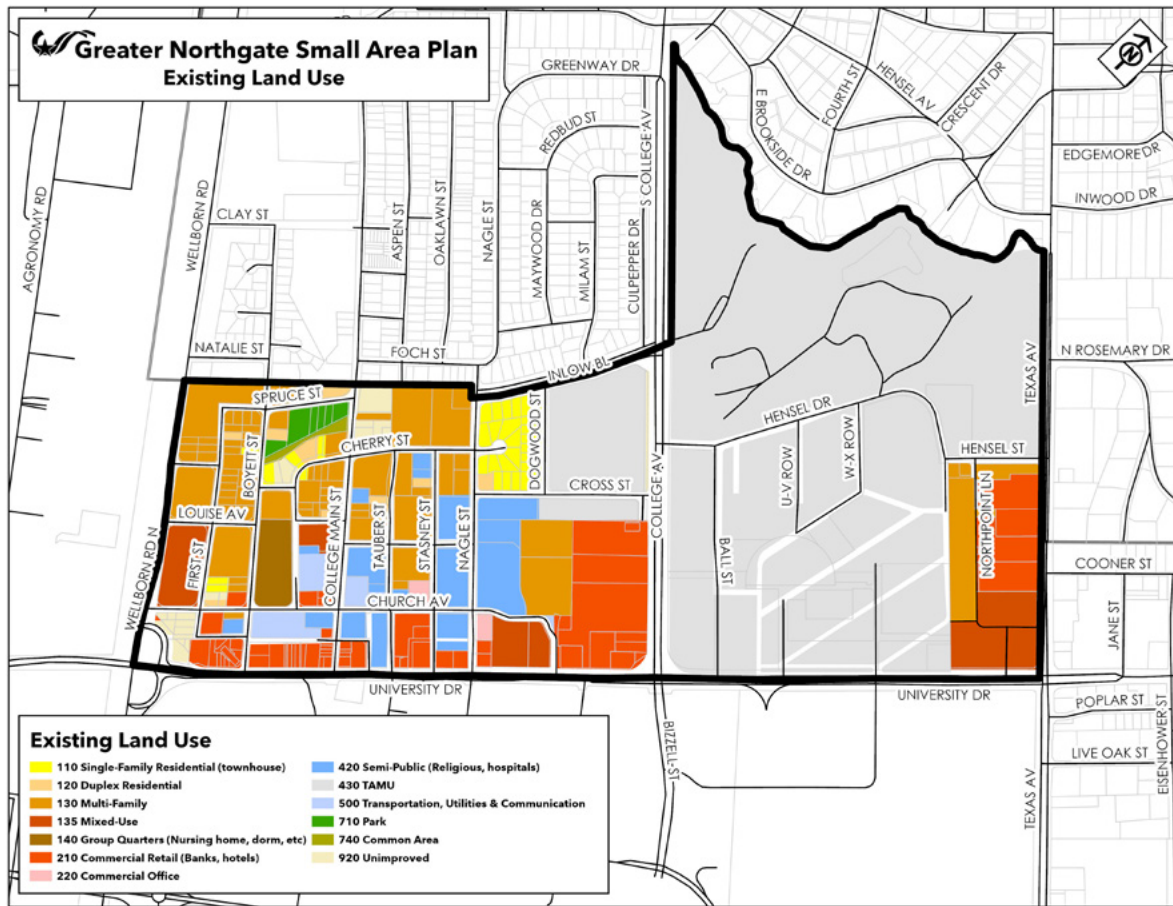
Map 1. Greater Northgate future land use, as of January 2025; Source: City of College Station, Planning & Development Services

Figure 7. Acres of Future Land Use by Type 2025; Source: City of College Station, Planning & Development Services

ACRES OF FUTURE LAND USE BY TYPE



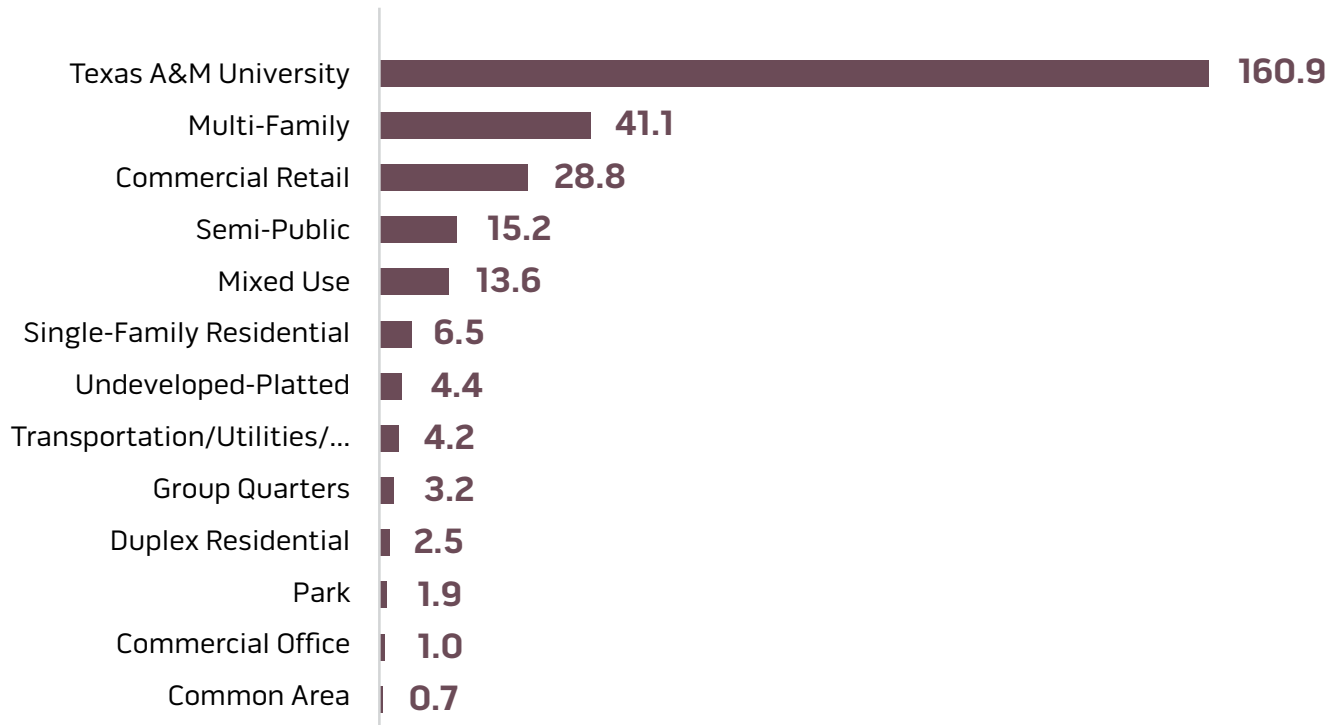
EXISTING LAND USE



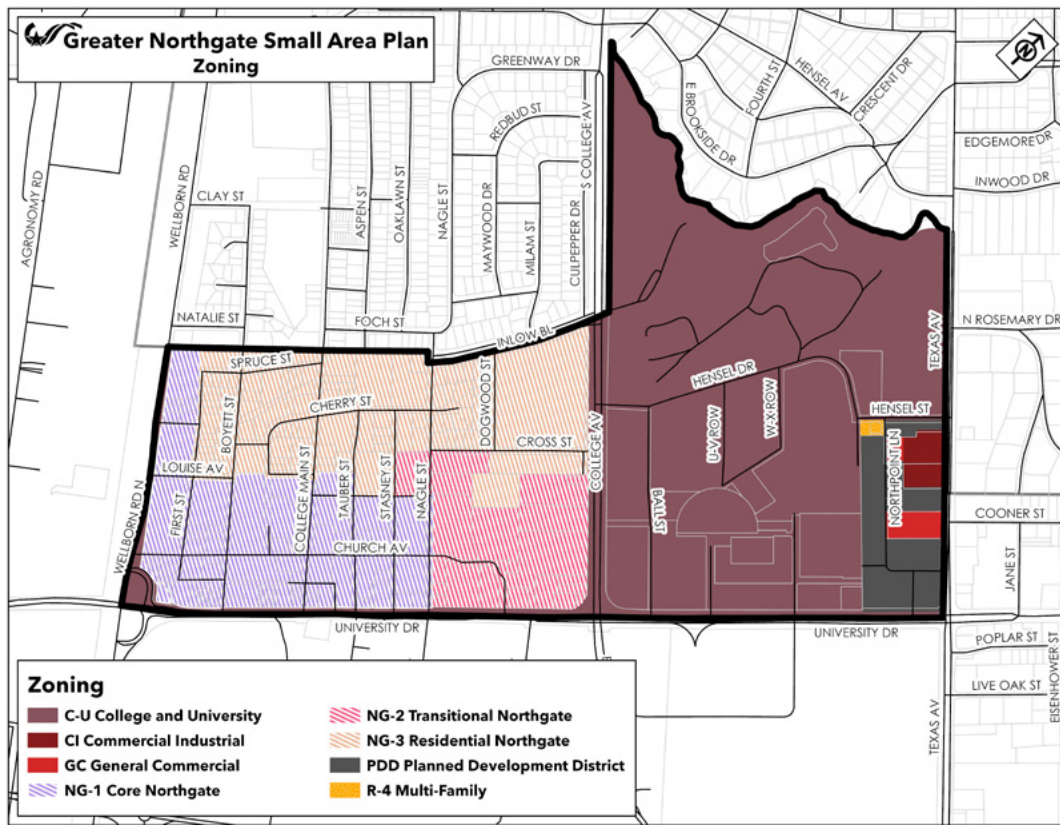
Map 2. Greater Northgate existing land use, as of January 2025; Source: City of College Station, Planning & Development Services

Figure 8. Acres of Existing Land Use by Type 2025; Source: City of College Station, Planning & Development Services

ACRES OF EXISTING LAND USE BY TYPE



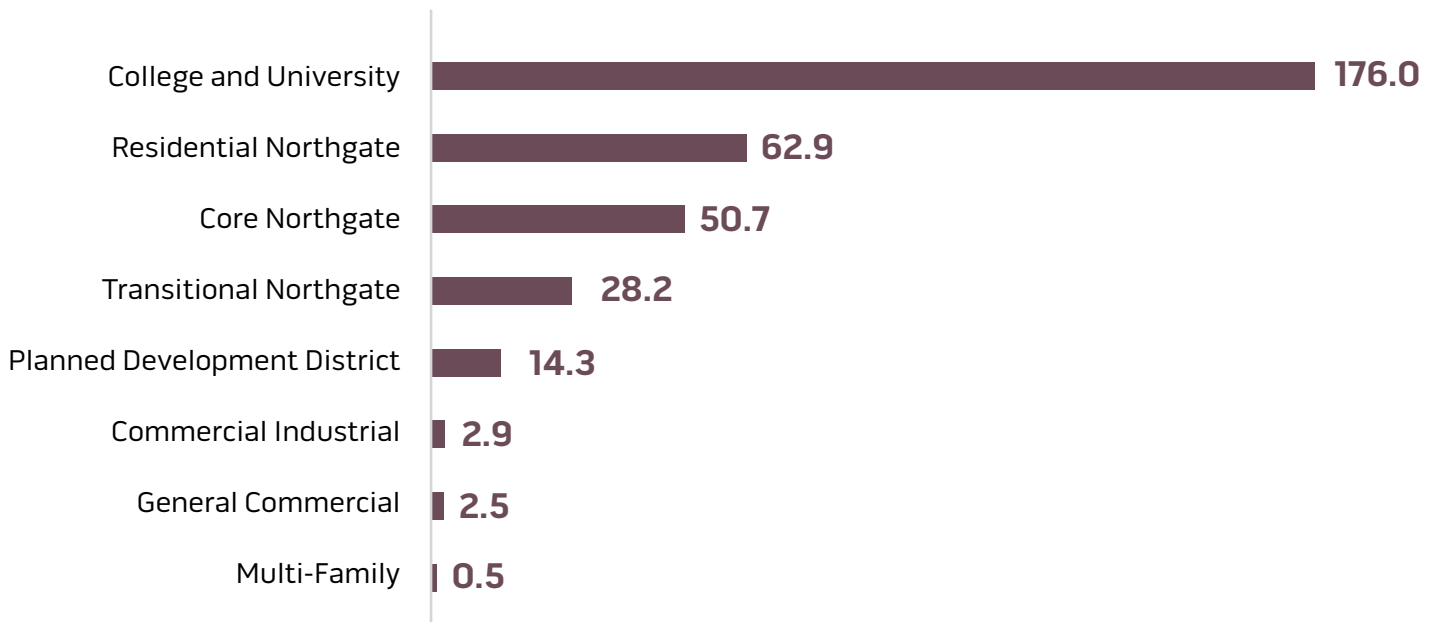
ZONING



Map 3. Greater Northgate zoning, as of January 2025; Source: City of College Station, Planning & Development Services

Figure 9. Acres of Zoning by Category 2025; Source: City of College Station, Planning & Development Services

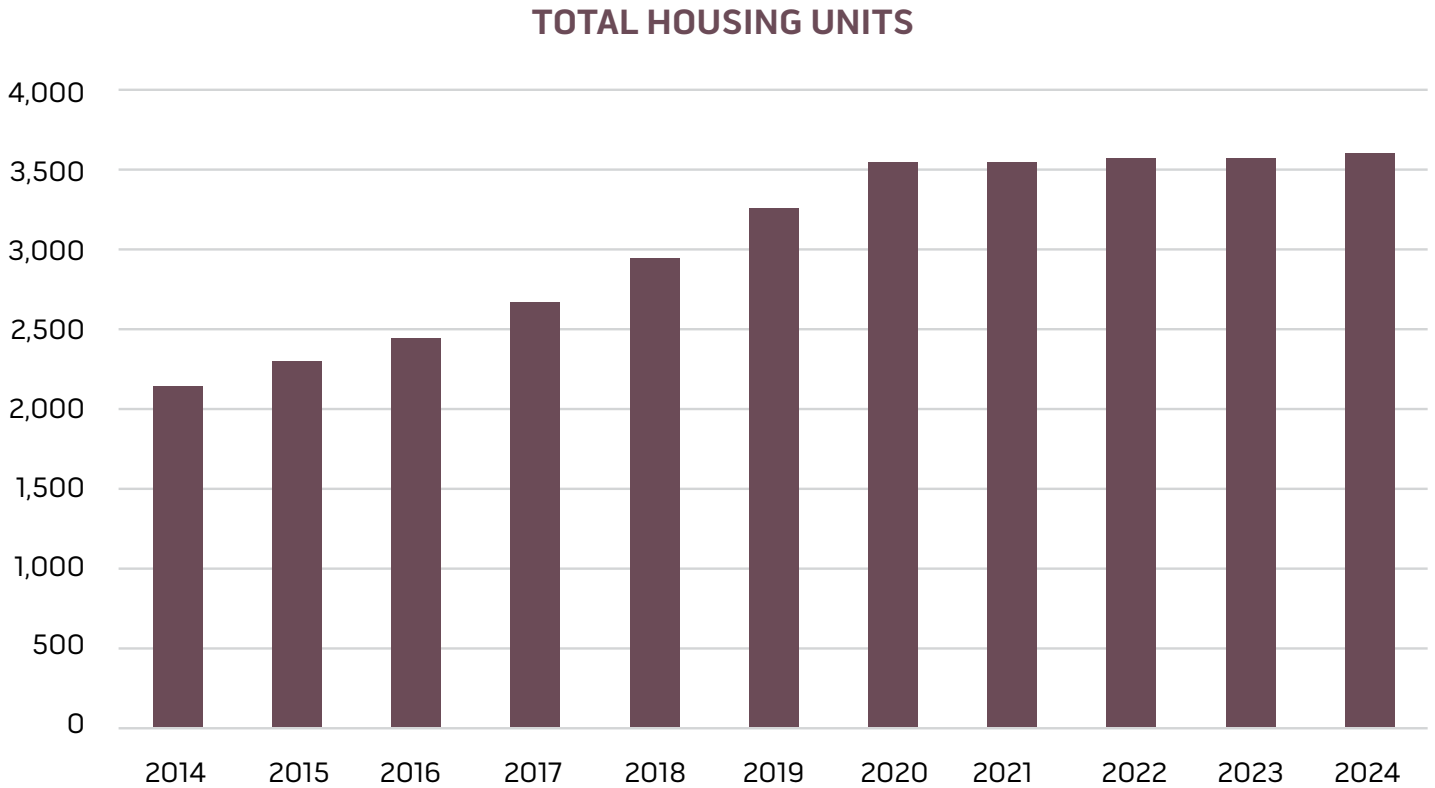
ACRES OF ZONING BY CATEGORY



HOUSING

The housing data in this report is primarily sourced from the Esri Business Analyst tool, which utilizes data from the U.S. Census Bureau (Esri, 2025)

Figure 10. Total Housing Units 2024; Source: Esri Business Analyst 2025



HOUSING UNITS **3,612**



85% Occupied

15% Vacant

PERCENT OF HOUSING UNITS BUILT BY YEAR

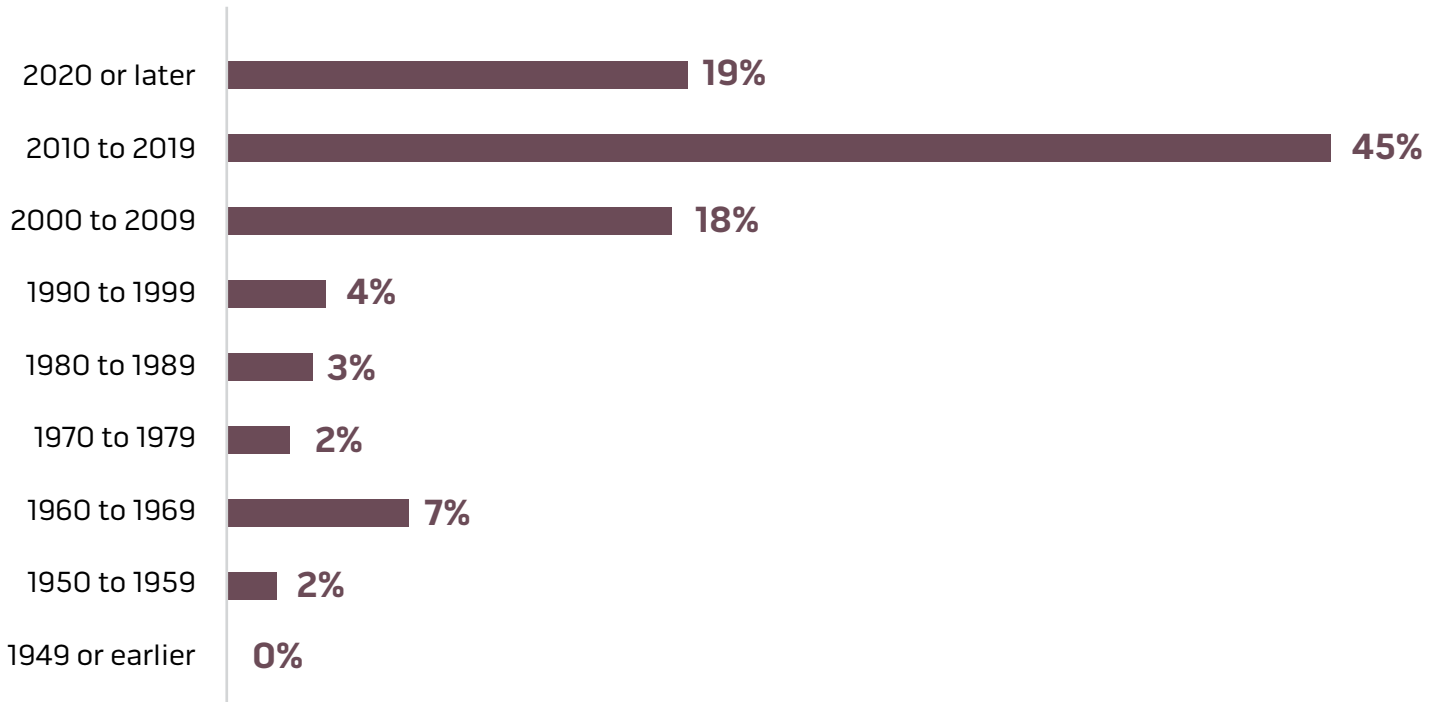
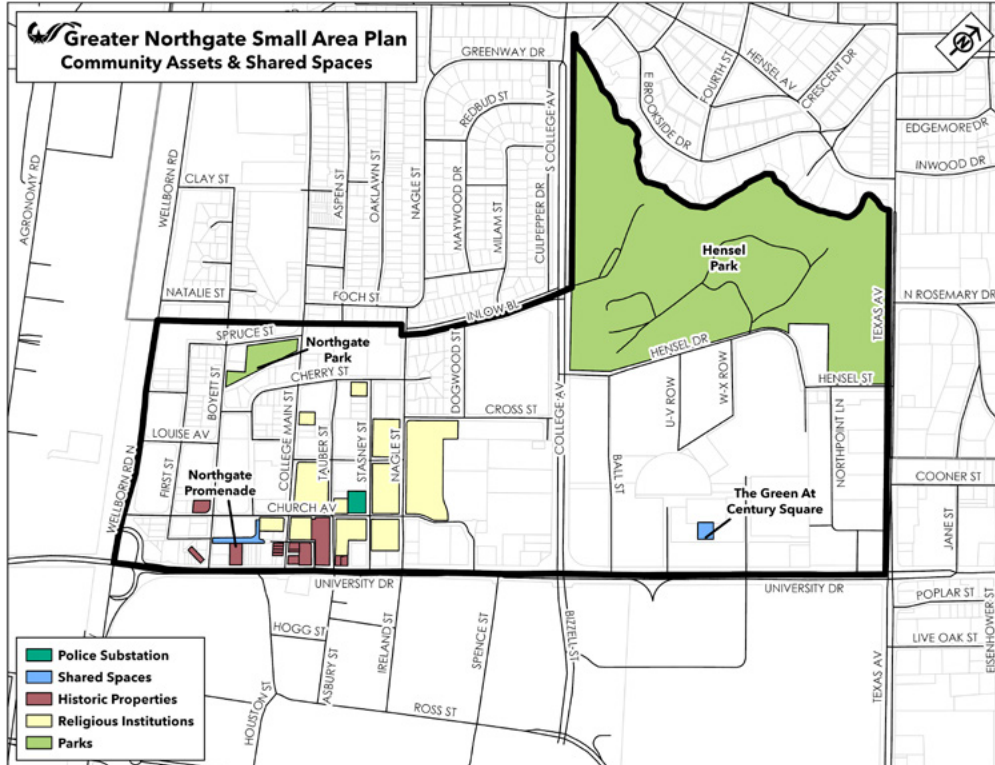


Figure 11. Year Housing Unit Built by Percentage 2024; Source: Esri Business Analyst 2025 (Estimates for 2000 and later are based on Planning & Development Services data for Issued Certificates of Occupancy)



Map 4. Greater Northgate community assets and shared spaces, as of January 2025; Source: City of College Station, Planning & Development Services

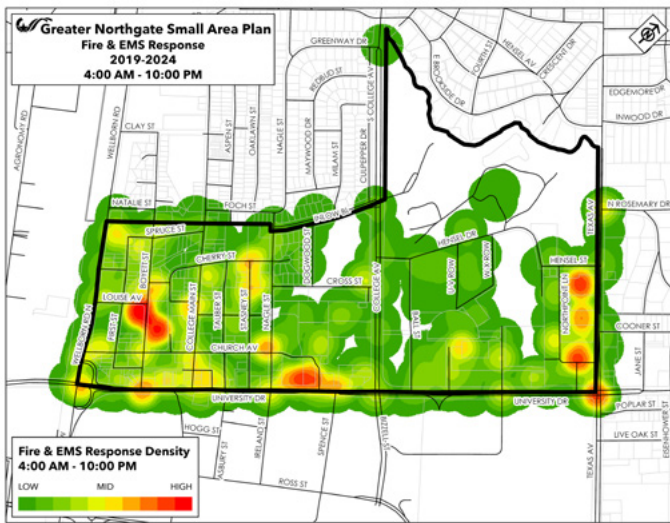
PUBLIC SAFETY

FIRE & EMS

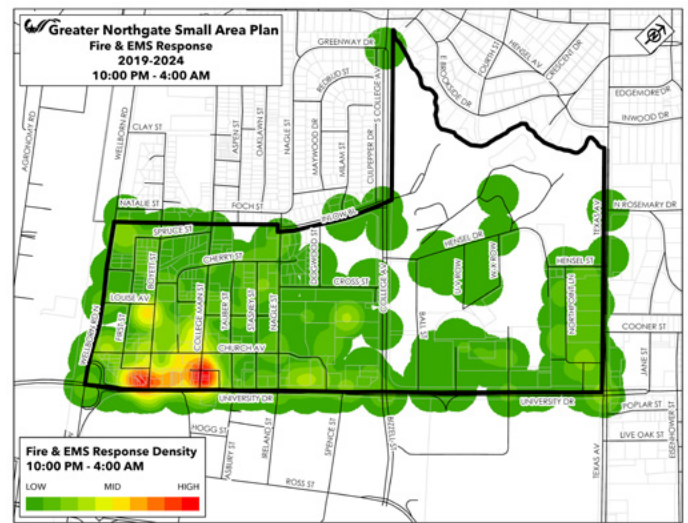
Table B. Fire & EMS annual calls for service by planning sub area from 2019-2024; Source: College Station Fire Department

	2019	2020	2021	2022	2023	2024
Century Square	196	112	150	150	134	125
Hensel Park	3	3	1	3	2	4
Northgate District	463	385	677	779	755	779
Northpoint Crossing	59	62	75	82	87	92

DAYTIME



NIGHTTIME



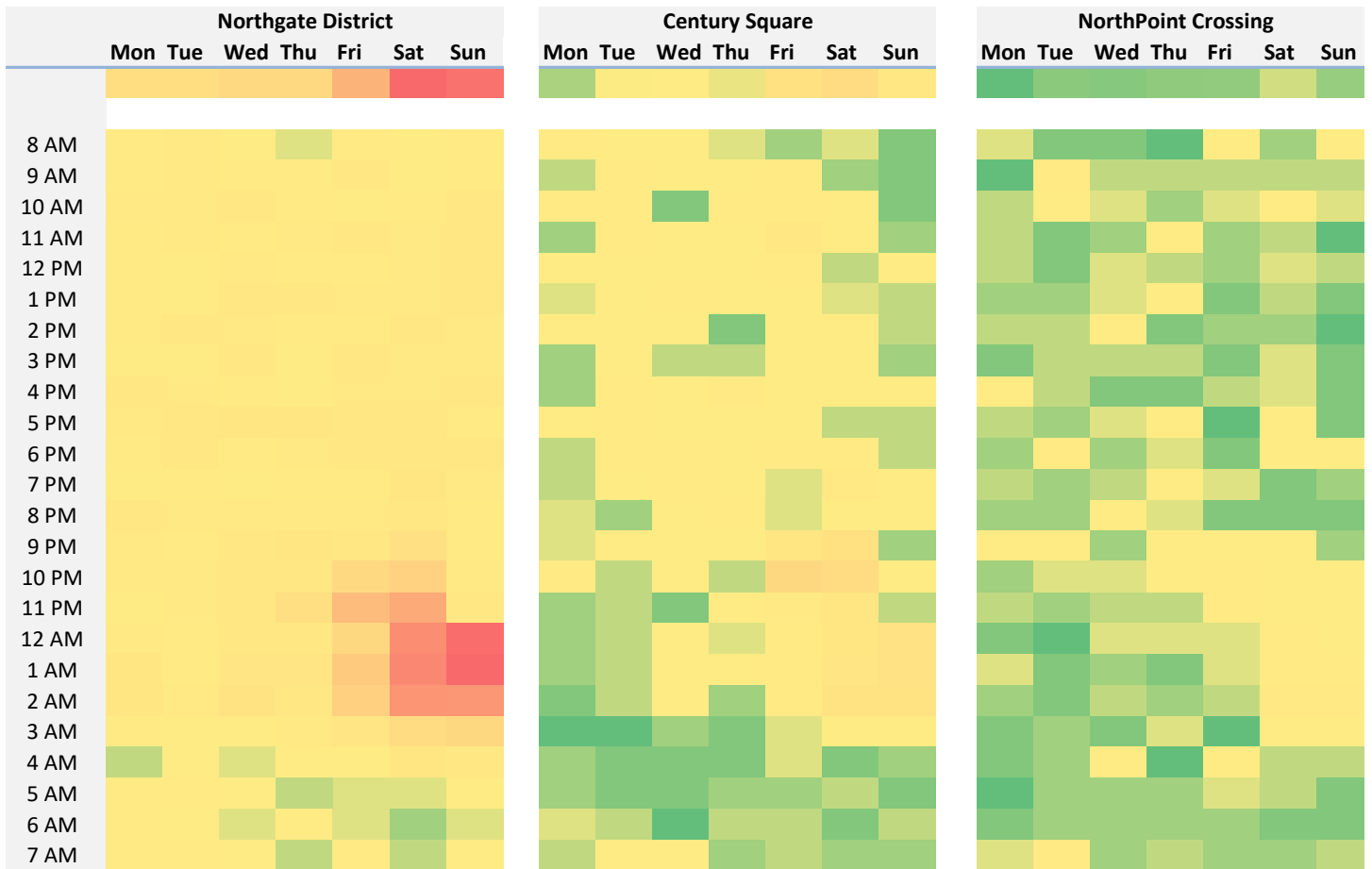


Figure 12. Heatmap of Fire & EMS calls for service by planning sub area from 2019-2024; Source: College Station Fire Department

Table C. Top 5 call types for Fire & EMS calls for service from 2019-2024; Source: College Station Fire Department

TOP 5 INCIDENT TYPES BY SUB-AREA							
Northgate District		Century Square		NorthPoint Crossing		Hensel Park	
1	13% FP-91 Ordinance Violation	18%	Major Accident	32%	Auto Alarm	63%	Auto Alarm
2	10% Sick Call	16%	Auto Alarm	10%	Elevator Emergency	11%	Gas Leak
3	10% Auto Alarm	13%	EMS Standby	4%	Investigation	5%	Water Rescue
4	6% Overdose	4%	EMS PD Assist	3%	Auto Alarm, Water Flow	5%	Investigation
5	5% EMS PD Assist	4%	Investigation	3%	Overdose	5%	Auto Aid Unknown Emergency

FIRE & EMS CALLS BY HOUR

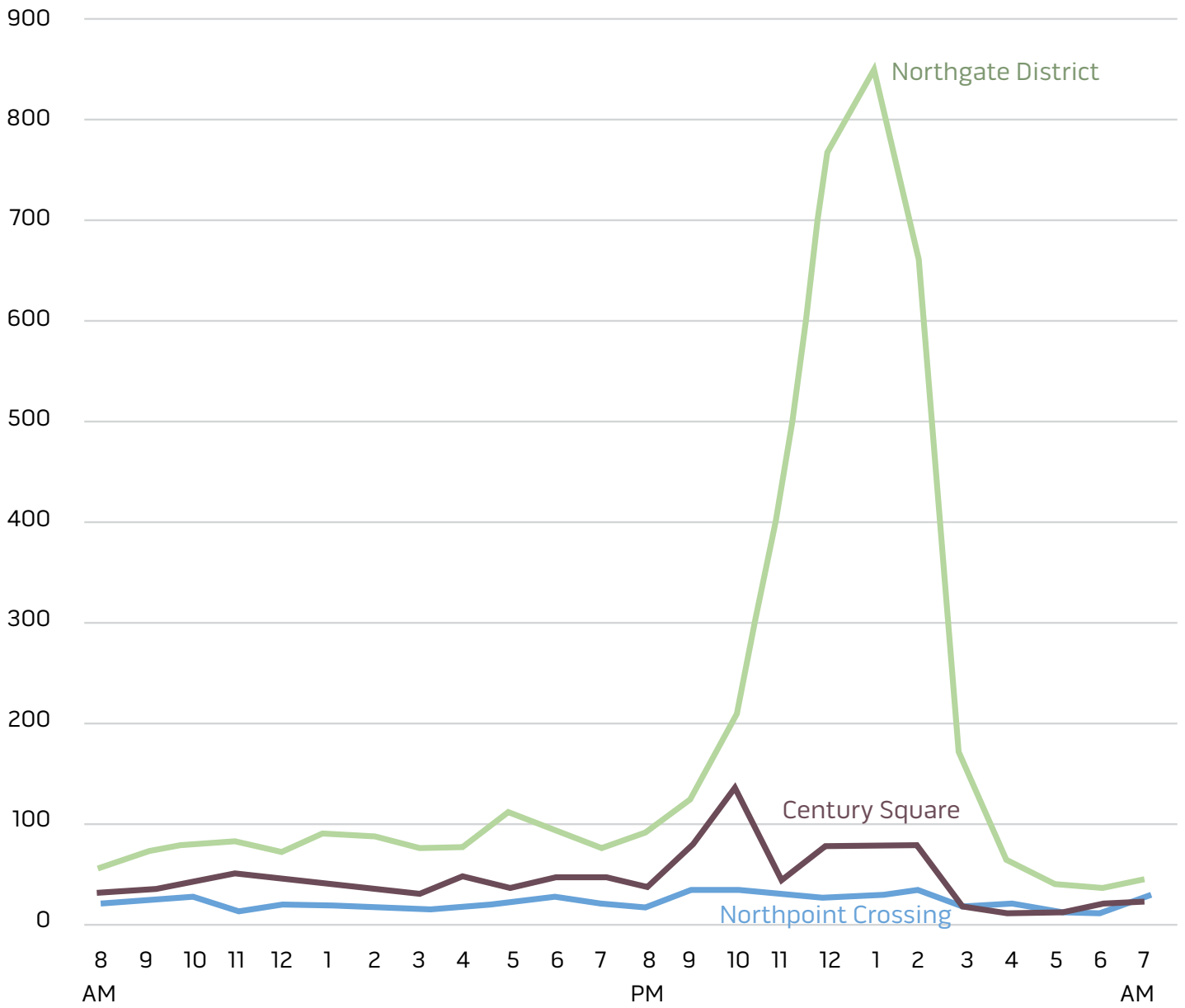


Figure 13. Fire & EMS calls for service by hour of the day from 2019-2024; Source: College Station Fire Department

FIRE & EMS CALLS BY DAY OF WEEK

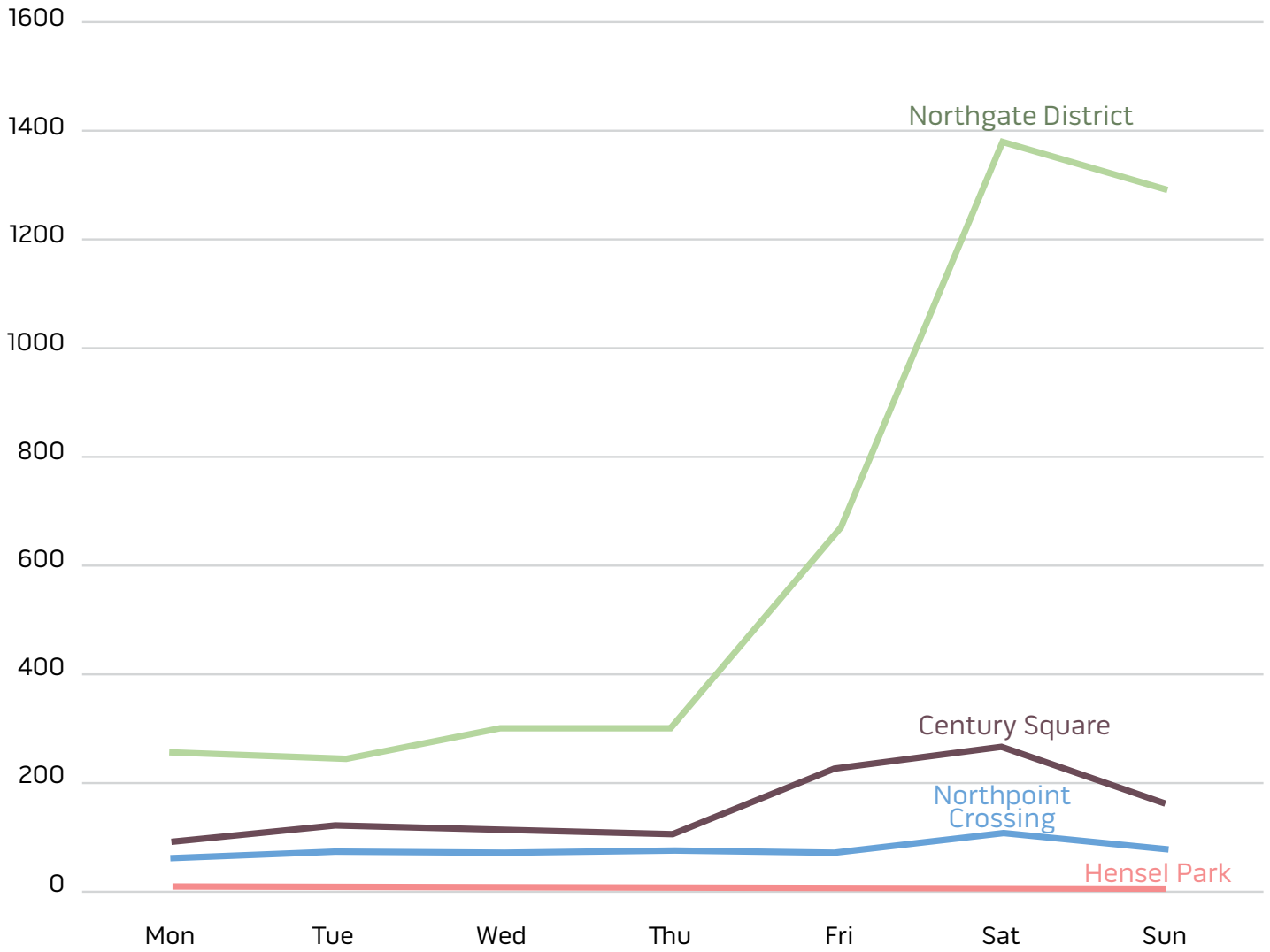


Figure 14. Fire & EMS calls for service by day of the week from 2019-2024; Source: College Station Fire Department

Table D. Police annual calls for service by planning sub area; Source: College Station Police Department

	2022	2023	2024
Century Square	99	180	122
Hensel Park	1,067	1,493	1,557
Northgate District	7,809	7,991	9,385
Northpoint Crossing	358	382	269

DAYTIME

NIGHTTIME

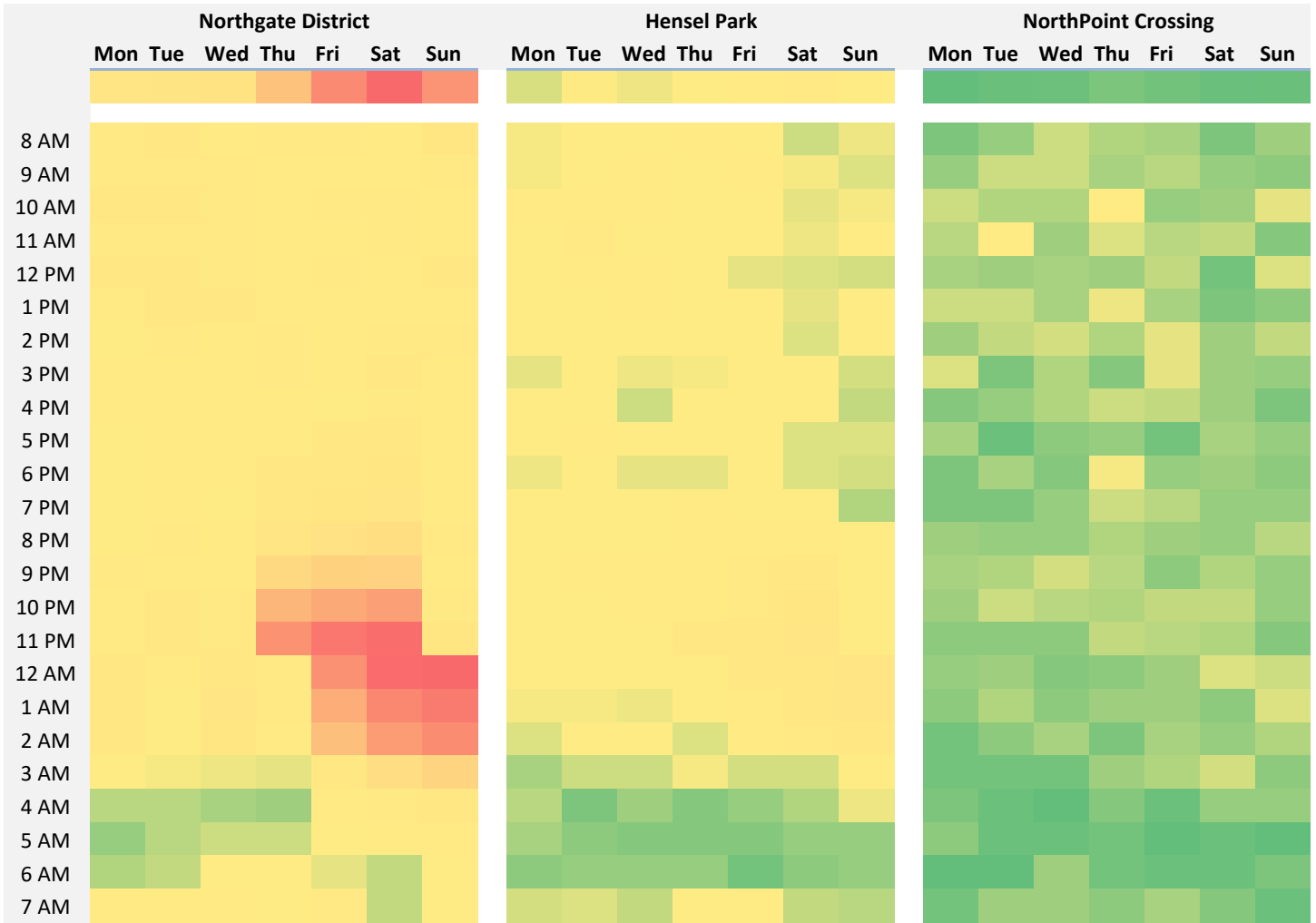
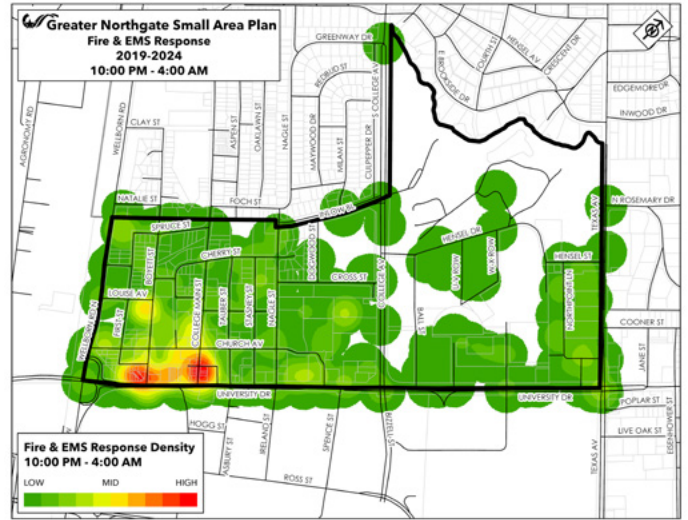
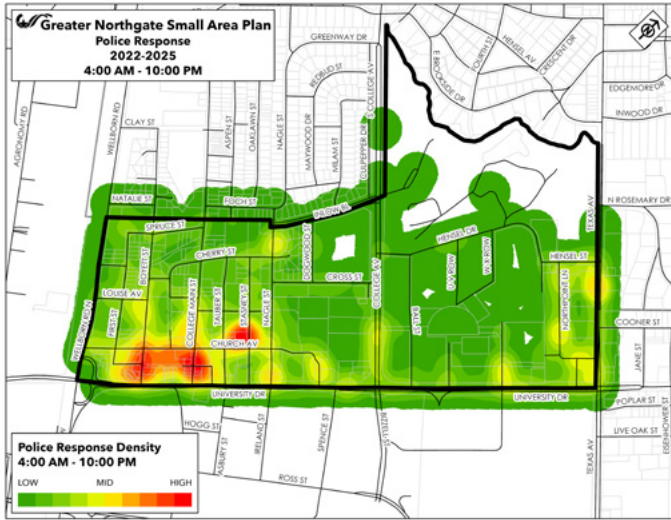


Figure 15. Heatmap of Police Department calls for service by planning sub area from 2022-2024; Source: College Station Police Department

Table E. Top 5 call types for Police Department calls for service from 2022-2024; Source: College Station Police Department

TOP 5 CALL TYPES BY SUB-AREA						
	Northgate District		Hensel Park		NorthPoint Crossing	
1	15%	Alcohol Violation Patrol	20%	Traffic Stop	10%	Traffic Stop
2	9%	Minor in Possession	6%	Welfare Concern	9%	Follow Up
3	9%	Ordinance Violation Other	4%	Suspicious Person	6%	Welfare Concern
4	6%	Disorderly Conduct	3%	Public Assist	5%	Public Assist
5	6%	Public Assist	3%	Agency Assist	5%	Suspicious Person

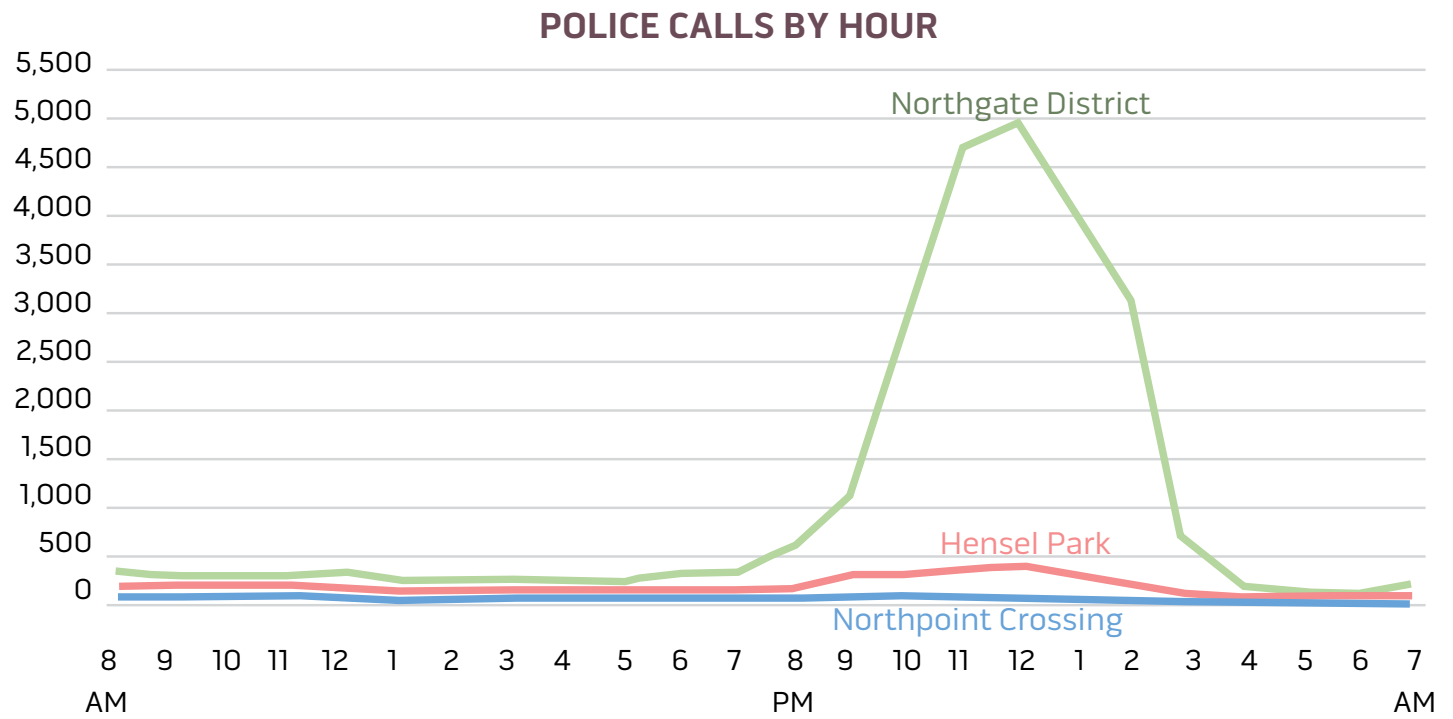


Figure 16. Police calls for service by hour of the day from 2022-2024; Source: College Station Police Department

POLICE CALLS BY DAY OF WEEK

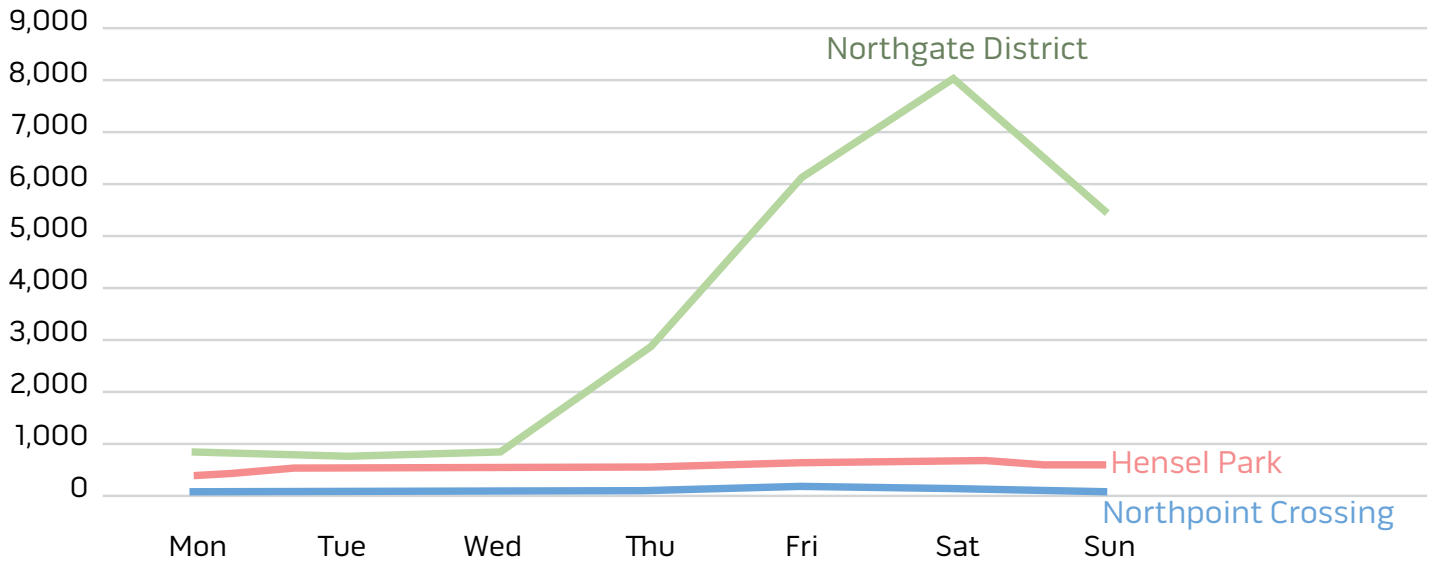
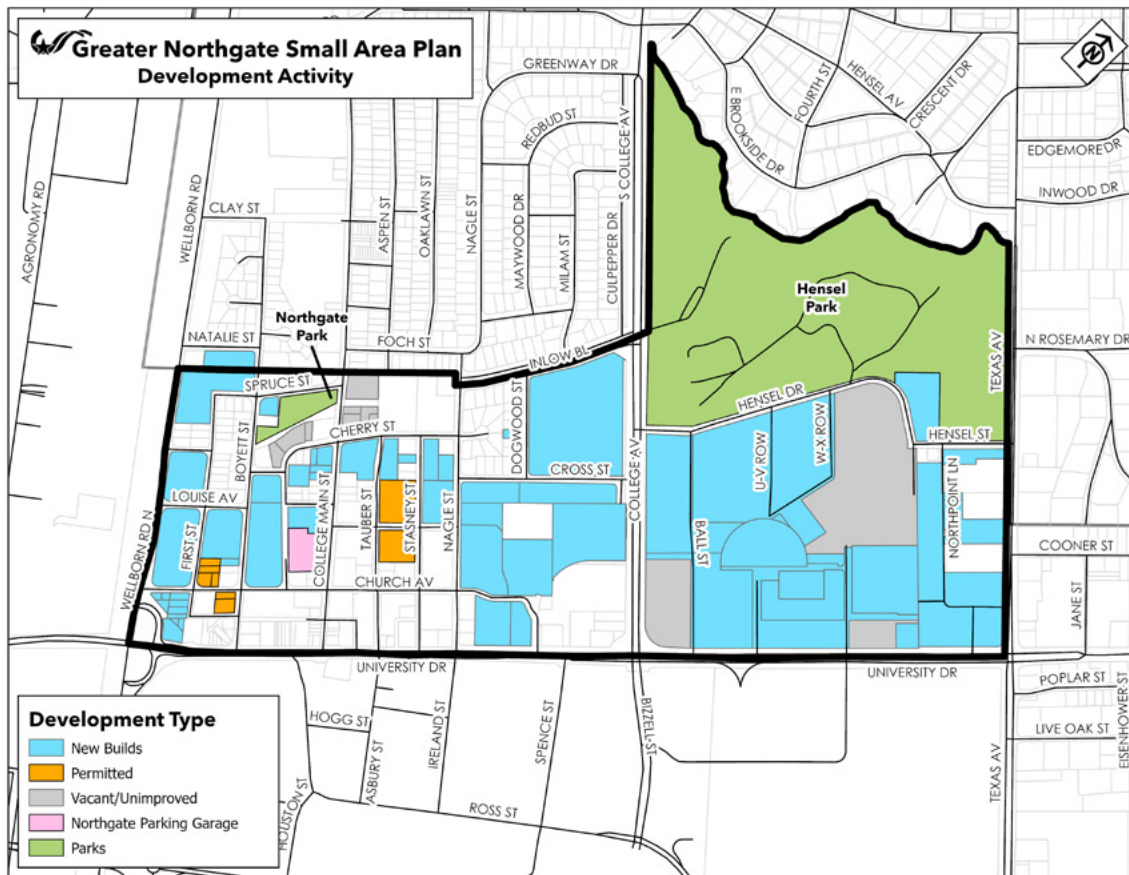


Figure 17. Police calls for service by day of the week from 2022-2024; Source: College Station Police Department

DEVELOPMENT ACTIVITY



Map 5. Greater Northgate development activity, as of January 2025; Source: City of College Station, Planning & Development Services

PERMITS & REVIEWS

NEW CONSTRUCTION PERMITS

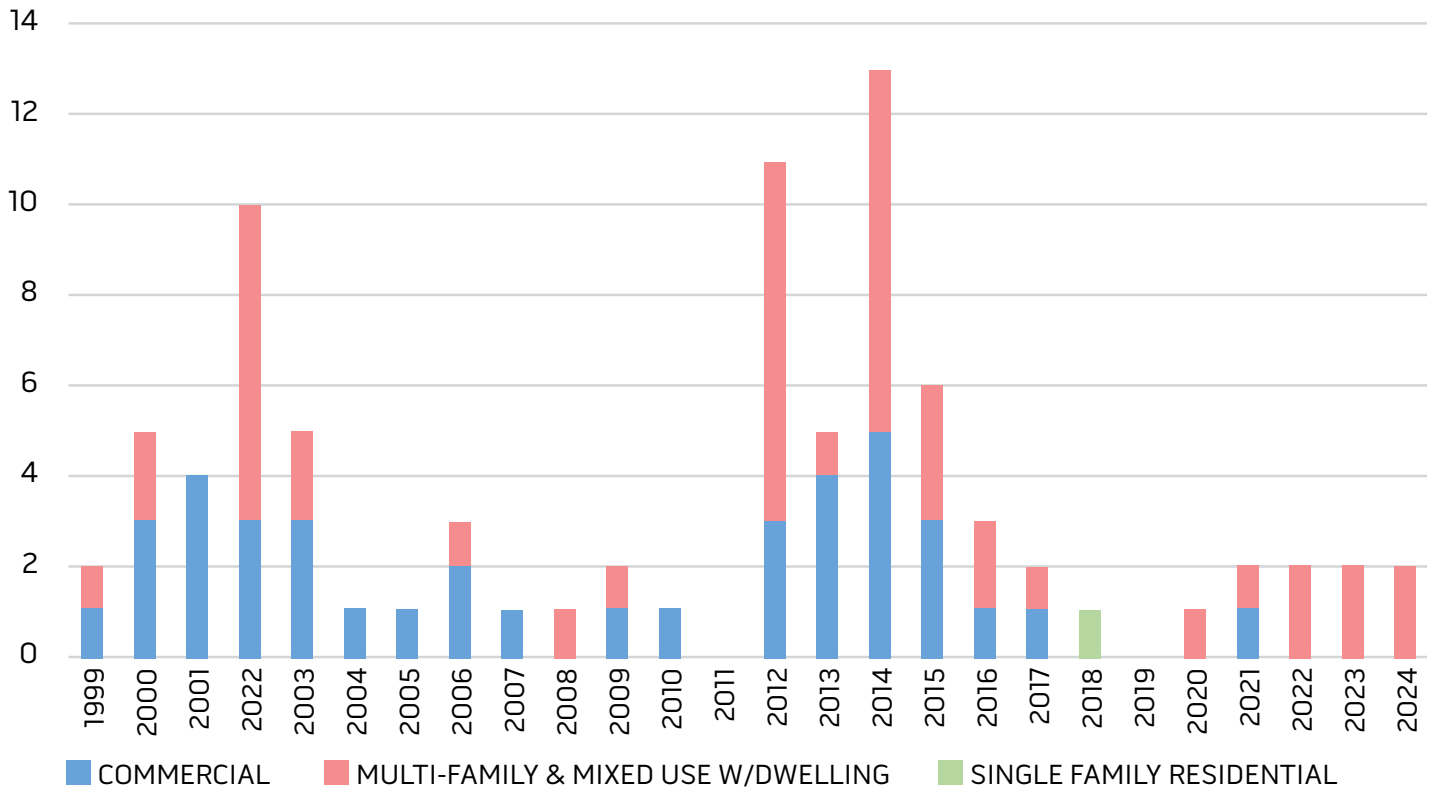
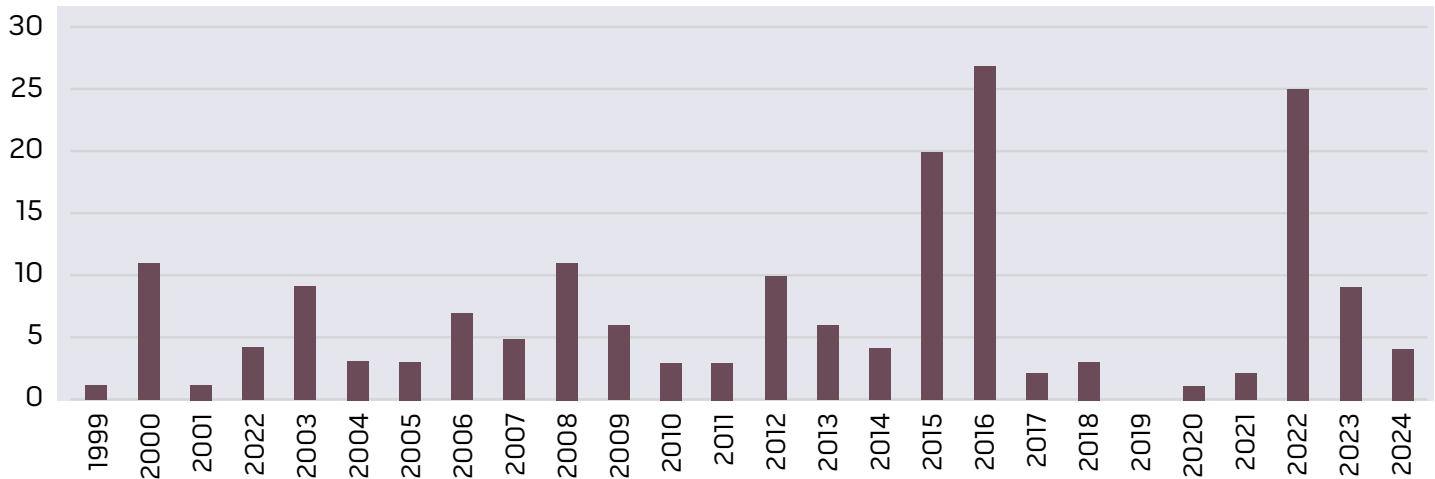
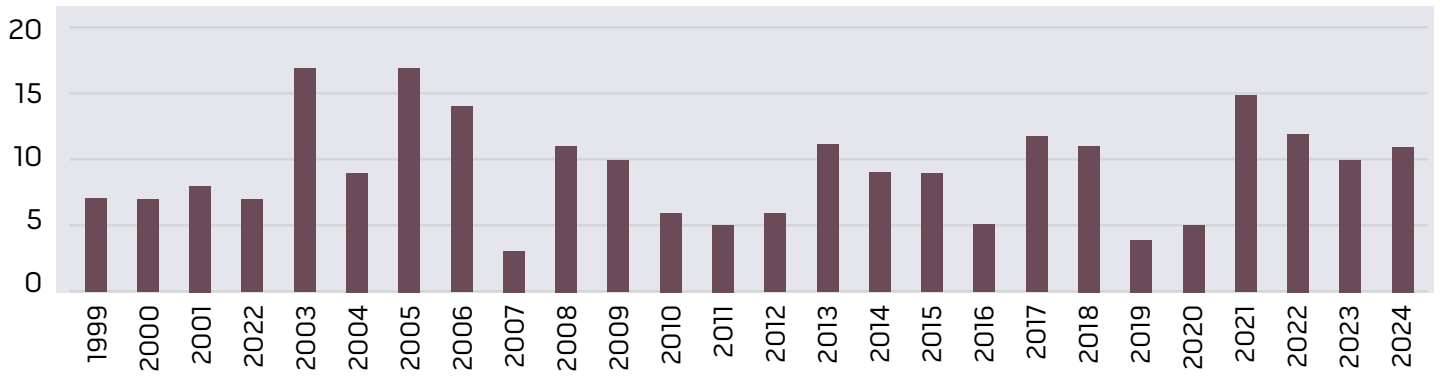


Figure 18. New Construction permits from 1999-2024; Source: City of College Station, Planning & Development Services

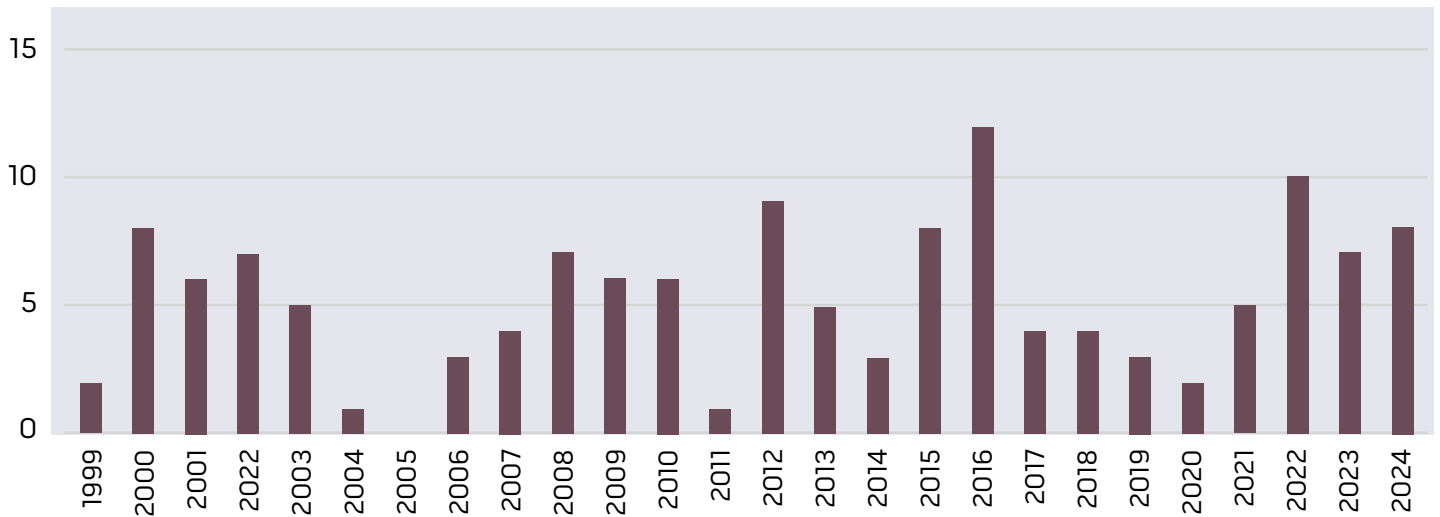
DEMOLITION PERMITS



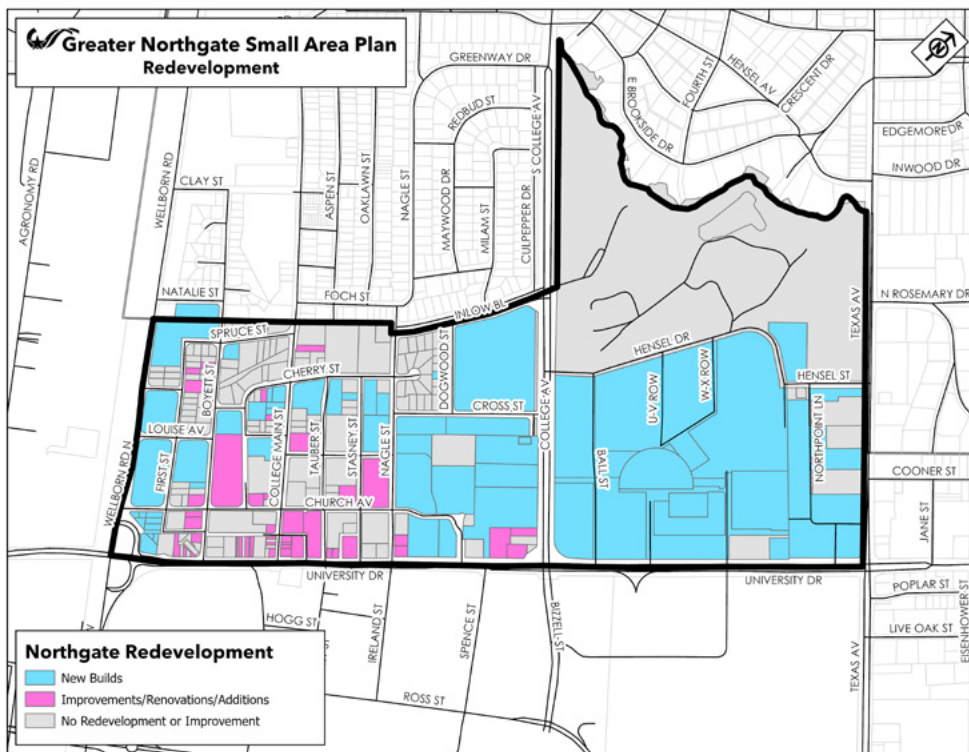
REMODEL PERMITS



DEVELOPMENT PERMITS & SITE PLANS

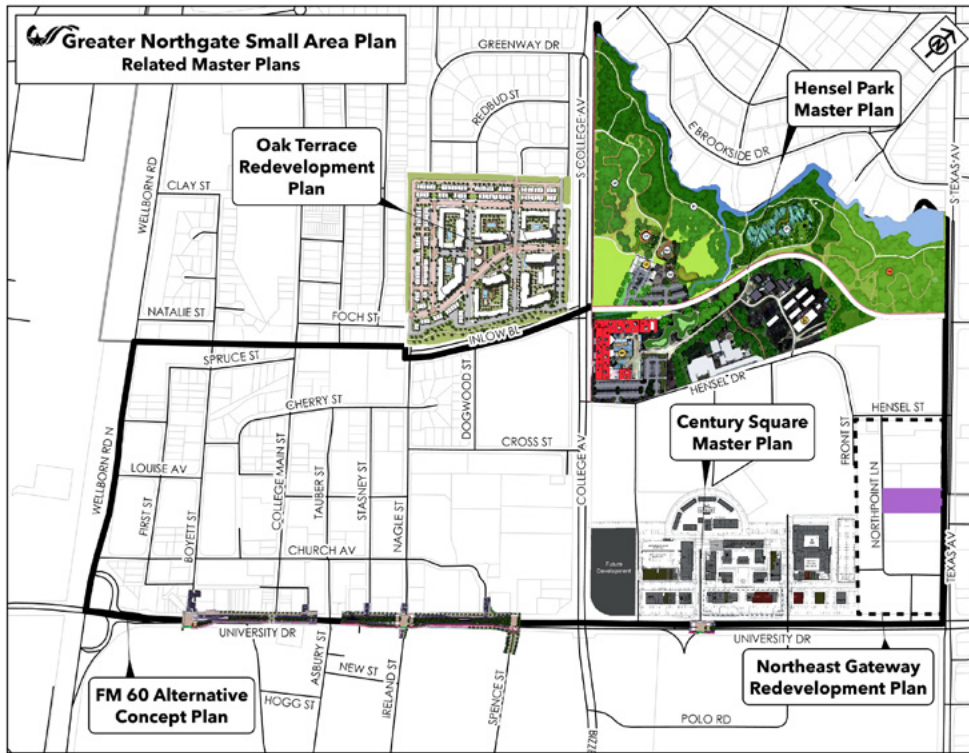


REDEVELOPMENT



Map 6. Greater Northgate redevelopment, as of January 2025; Source: City of College Station, Planning & Development Services

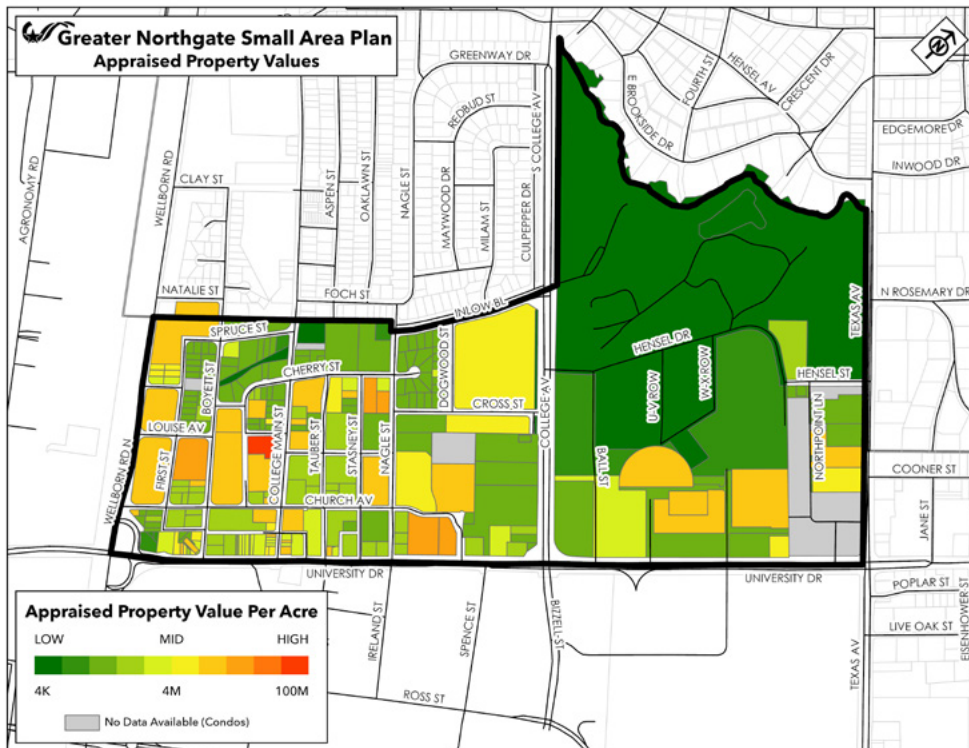
AREA PLANNING EFFORTS



Map 7. Related Master Plans Map is a compilation of master plans developed by various entities including TxDOT, Texas A&M University, the City of Bryan, and the City of College Station.

ECONOMIC INDICATORS

Appraised Property Values



Map 8. Greater Northgate appraised property values, as of Certified Tax Roll 2024; Source: Brazos Central Appraisal District

PROPERTY TAXES

NORTHGATE DISTRICT PROPERTY TAXES

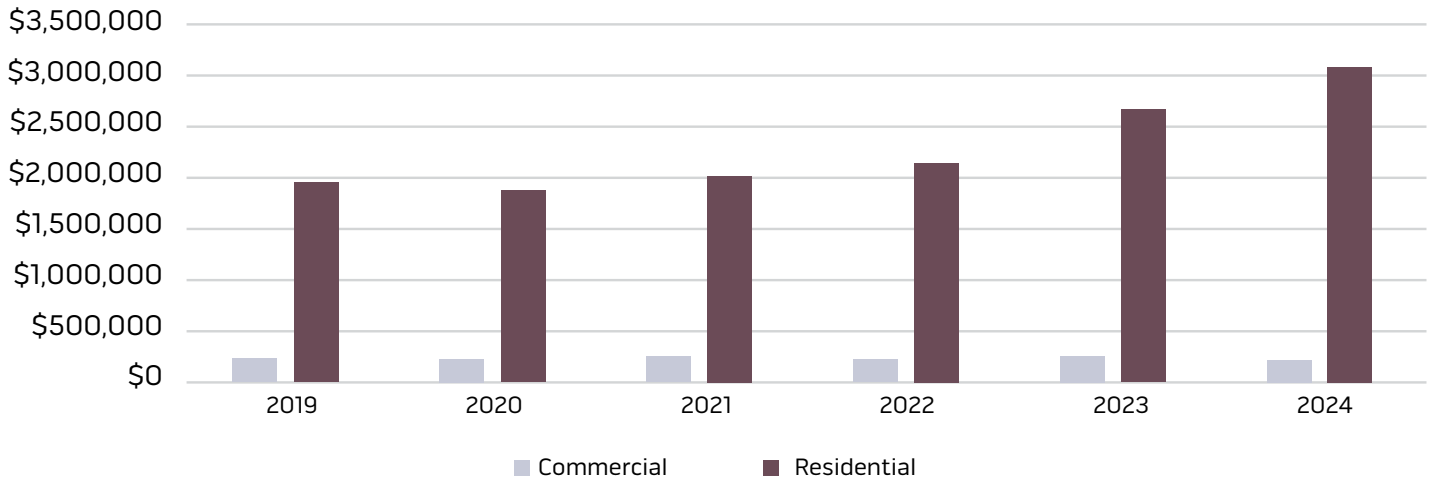


Figure 19. Northgate District property taxes for 2019-2024; Source: City of College Station, Fiscal Services

COMMERCIAL PROPERTY TAX

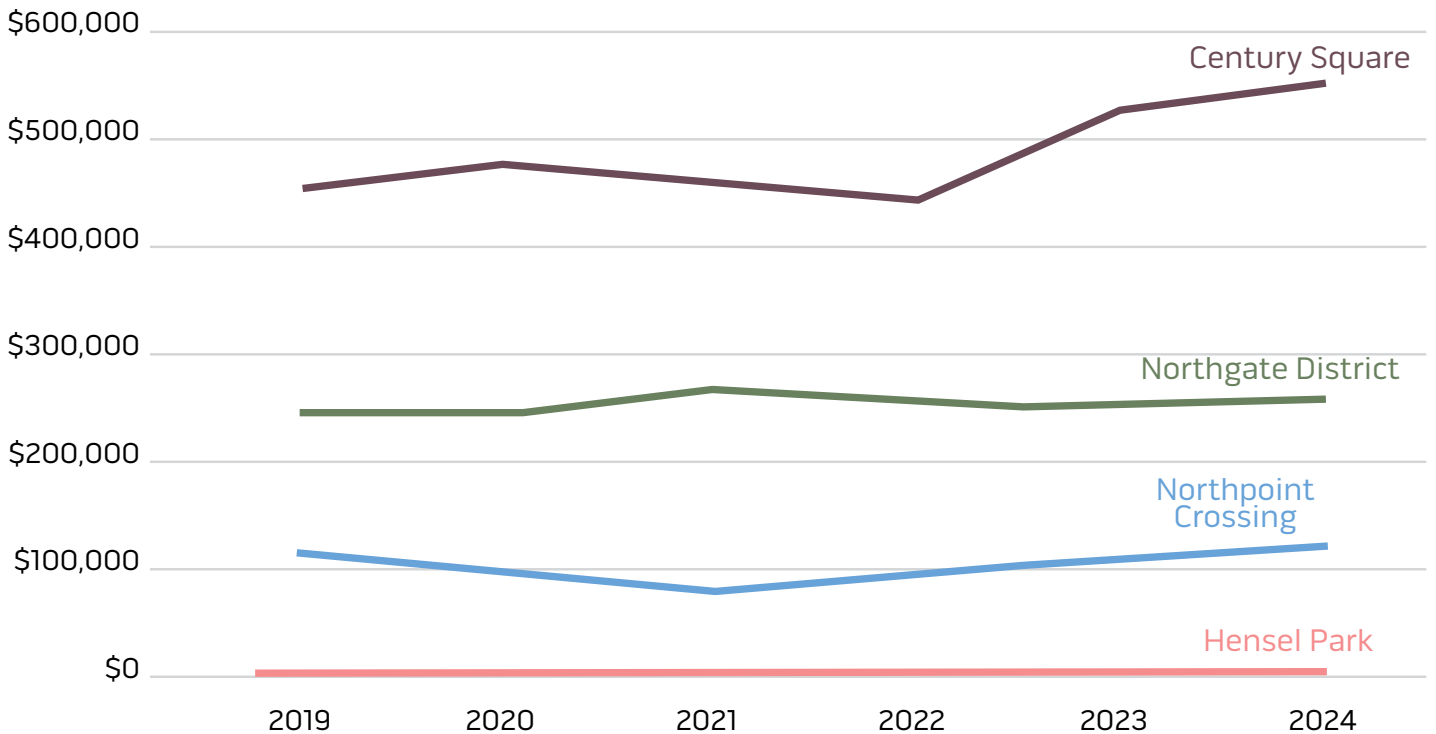


Figure 20. Greater Northgate commercial property taxes for 2019-2024; Source: City of College Station, Fiscal Services

RESIDENTIAL PROPERTY TAX

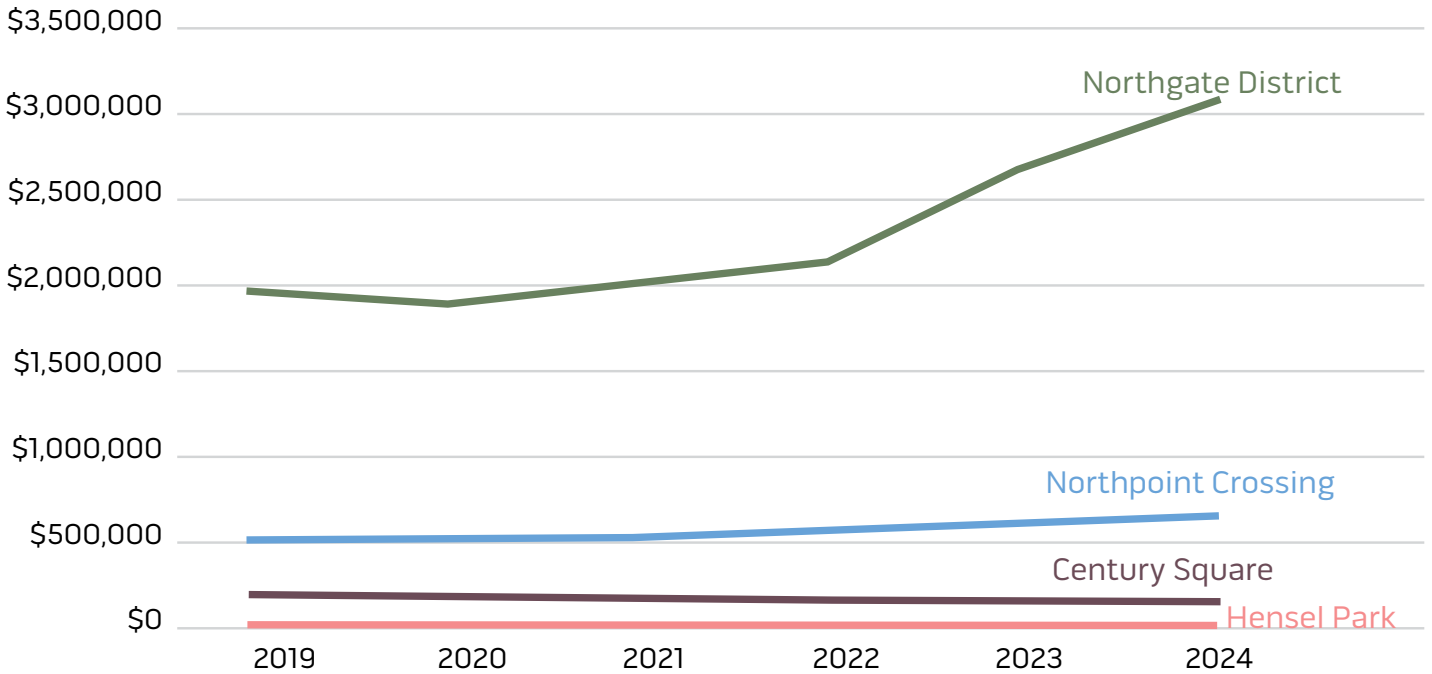


Figure 21. Greater Northgate residential property taxes for 2019-2024; Source: City of College Station, Fiscal Services

SALES AND ESTIMATED MIXED BEVERAGE TAX

SALES & ESTIMATED MIXED USE TAX

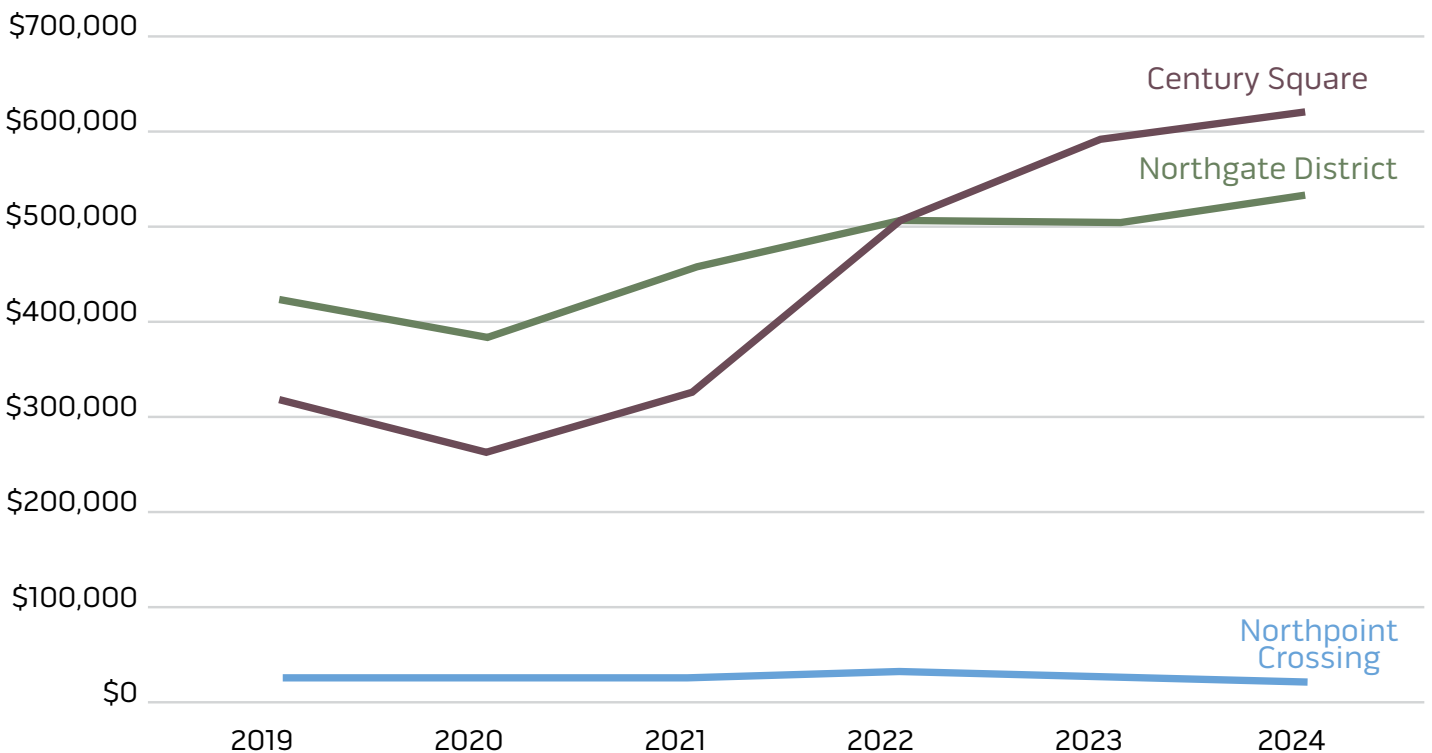


Figure 22. Sales and Estimated Mixed Use Tax by planning sub area for 2019-2024; Source: City of College Station, Fiscal Services

NORTHGATE DISTRICT PARKING REVENUES

TOTAL PARKING REVENUE

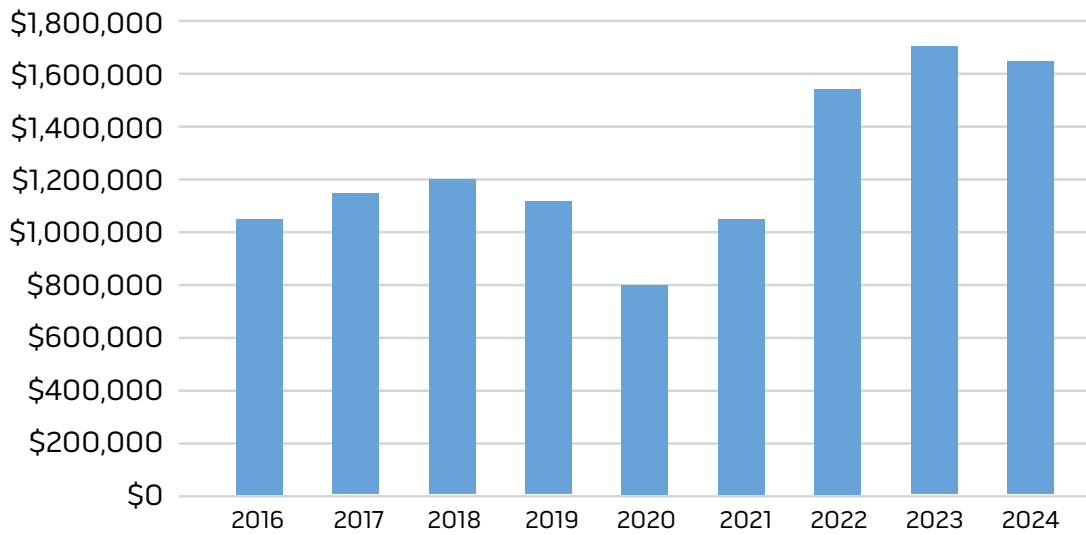


Figure 23. Parking revenues in the Northgate District from 2016-2024; Source: City of College Station, Fiscal Services

PARKING REVENUE BY SOURCE

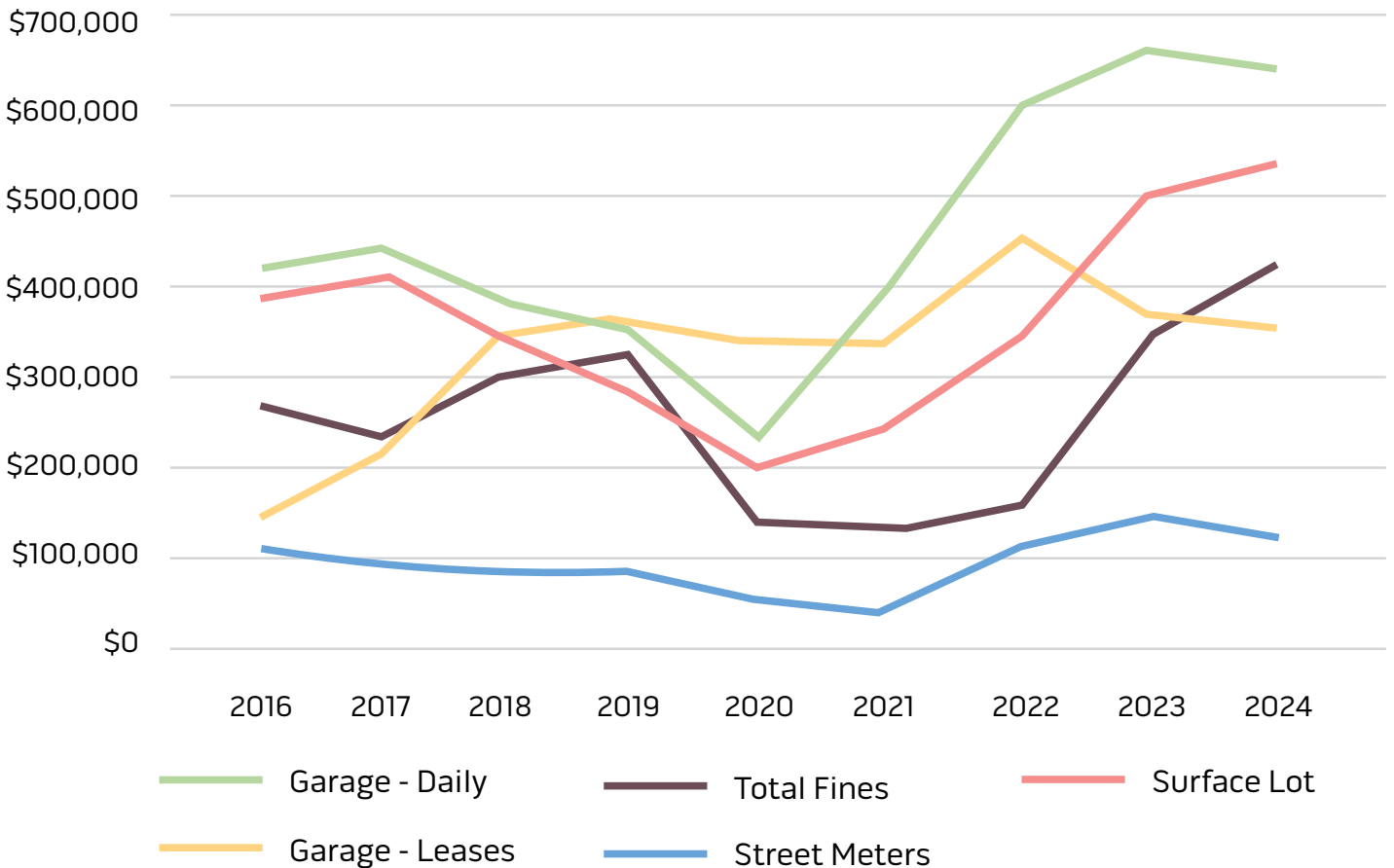
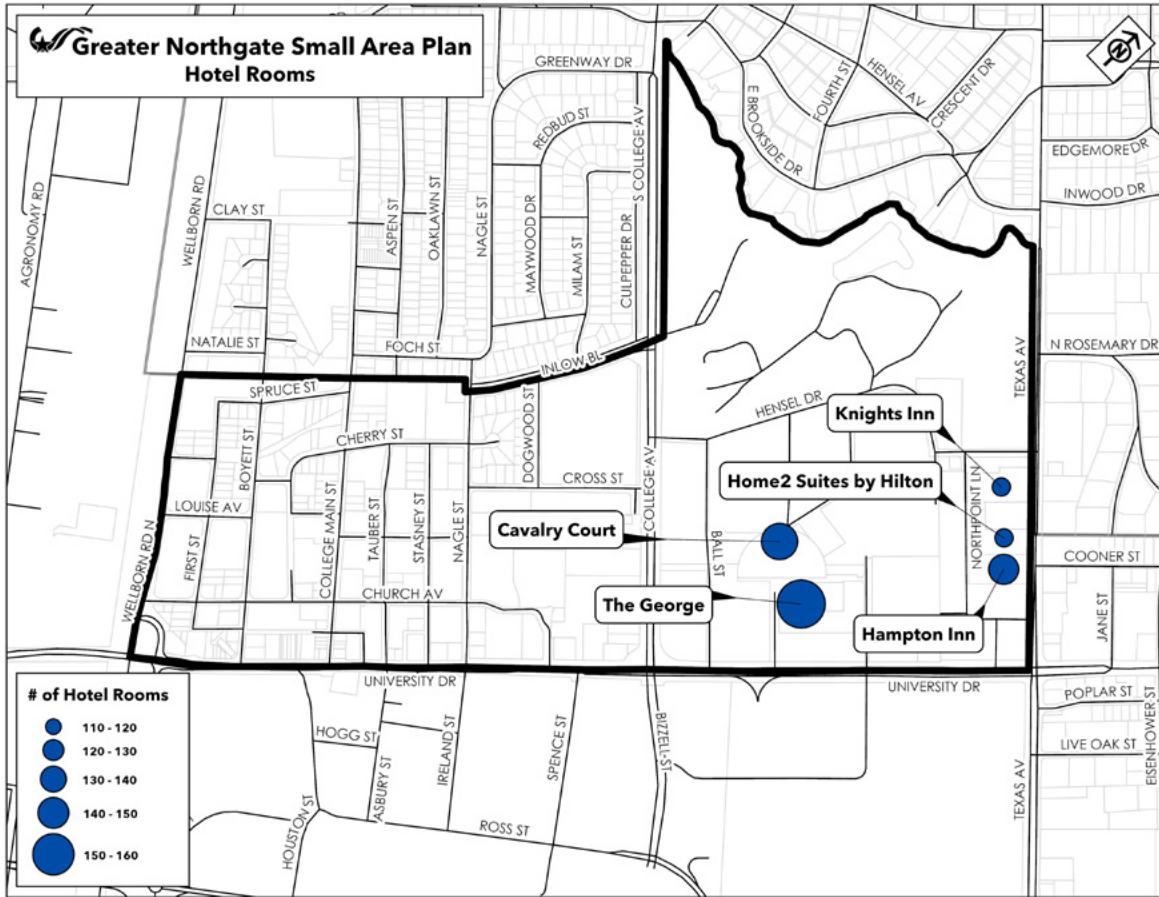


Figure 24. Parking revenue by source from 2016-2024; Source: City of College Station, Fiscal Services

HOTEL OCCUPANCY TAX



Map 9. Greater Northgate hotels by number of rooms, as of August 2024; Source: City of College Station, Economic Development & Tourism

HOTEL OCCUPANCY TAX REVENUES

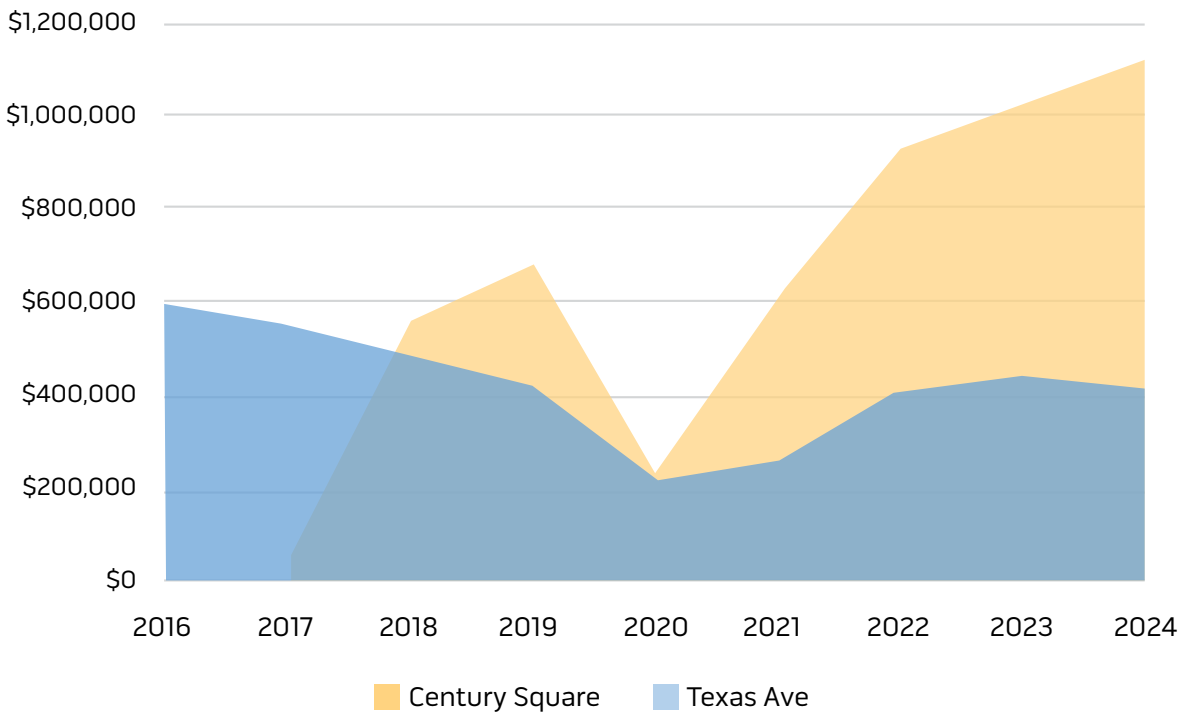


Figure 25. Hotel Occupancy Tax revenues from 2016-2024; Source: City of College Station, Fiscal Services

TOURISM

The tourism data is sourced from Placer.ai, a location analytics platform that provides insights into tourism patterns by analyzing anonymized data from mobile devices. The estimates provided only include people who live outside the sub area and traveled into it during the selected time period. Local residents—those who live within the defined area—are excluded, even if they visit local businesses frequently.



Figure 26. Estimated number of trips made to each sub area. If a person visits the same location five times, it counts as five trips; Source: Placer.ai, June 2025

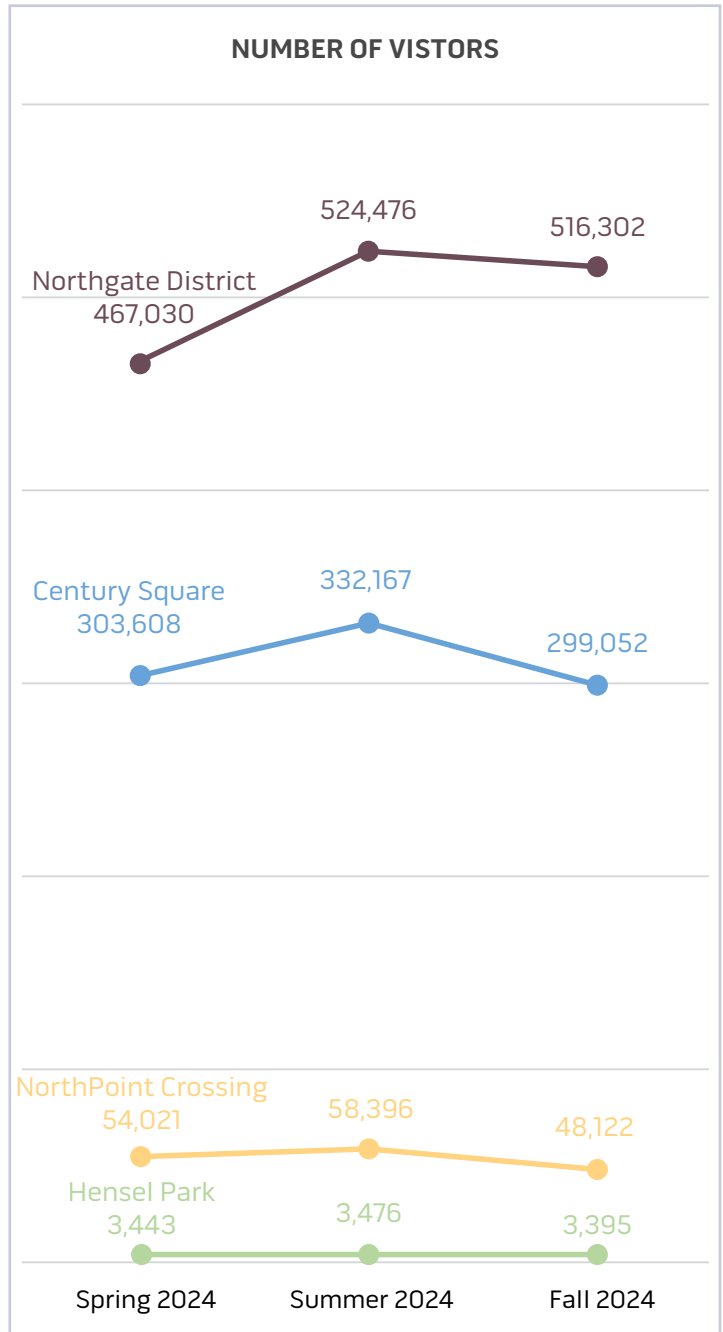


Figure 27. Estimated number of trips made to each sub area. If a person visits the same location five times, it counts as five trips; Source: Placer.ai, June 2025

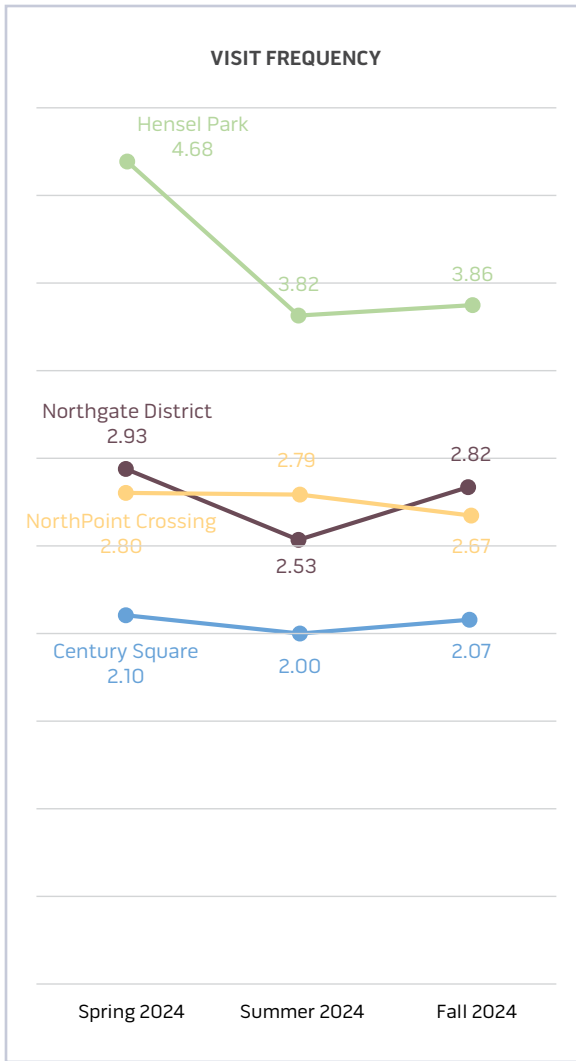


Figure 28. Average number of times each visitor went to a specific sub area; Source: Placer.ai, June 2025

AVERAGE DAILY VISITS

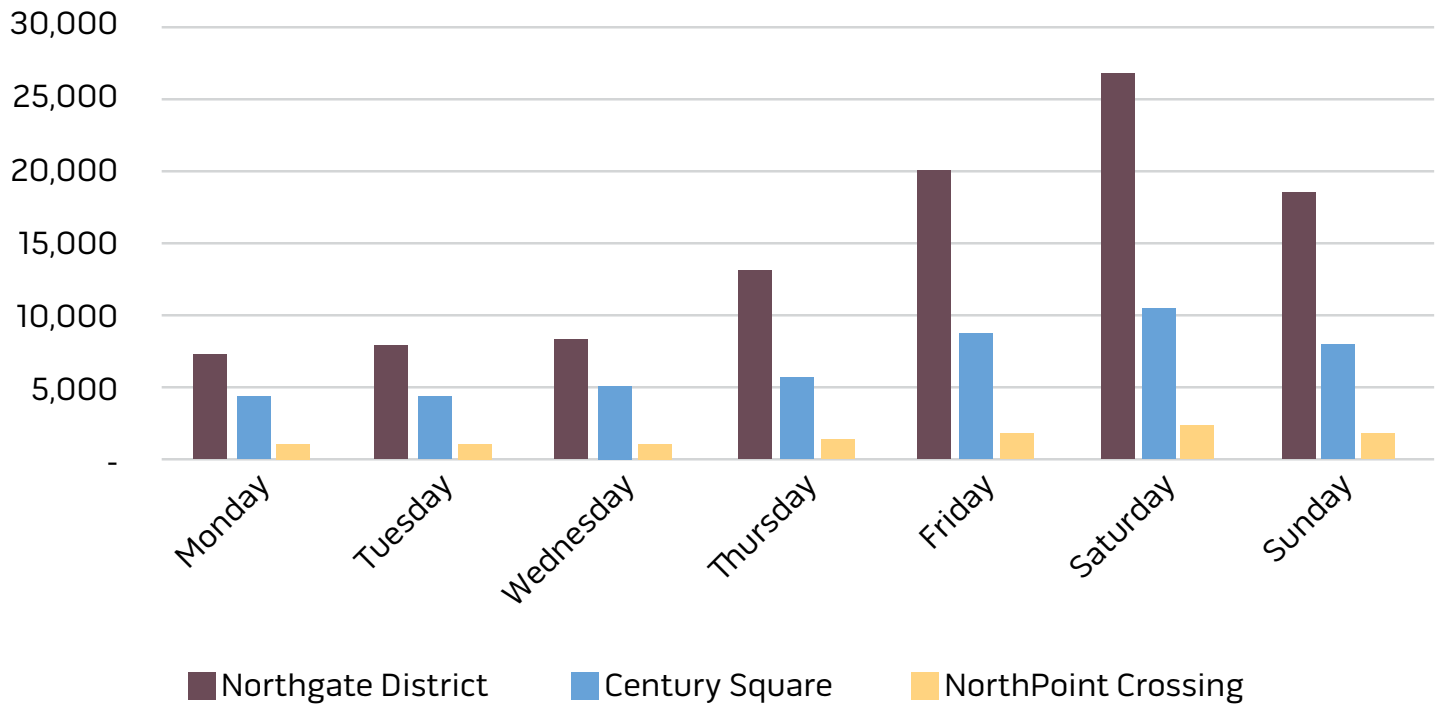


Figure 29. Average daily visits for each sub area from February 2024 to January 2025; Source: Placer.ai, June 2025

TOTAL VISITS BY HOUR

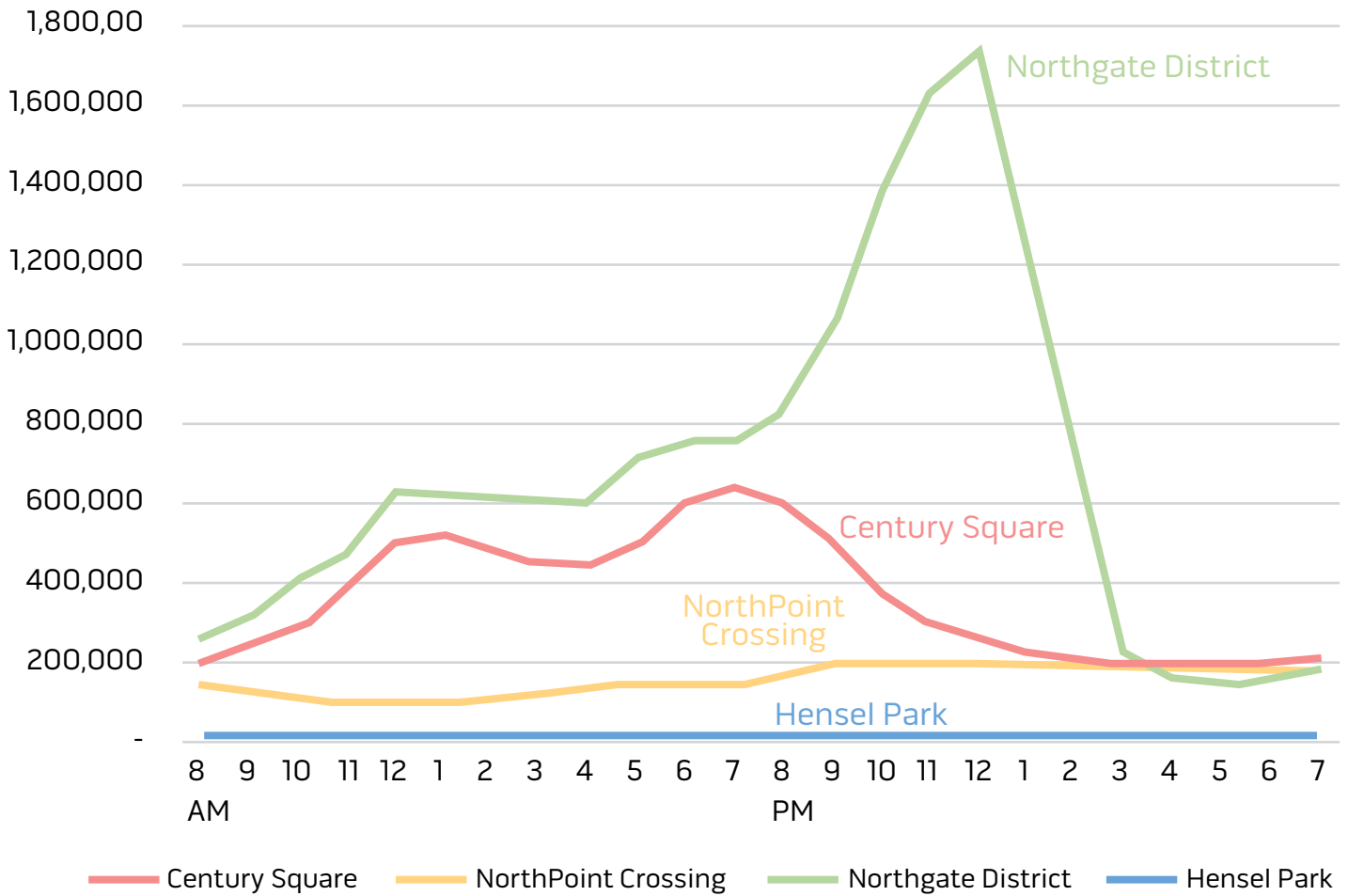
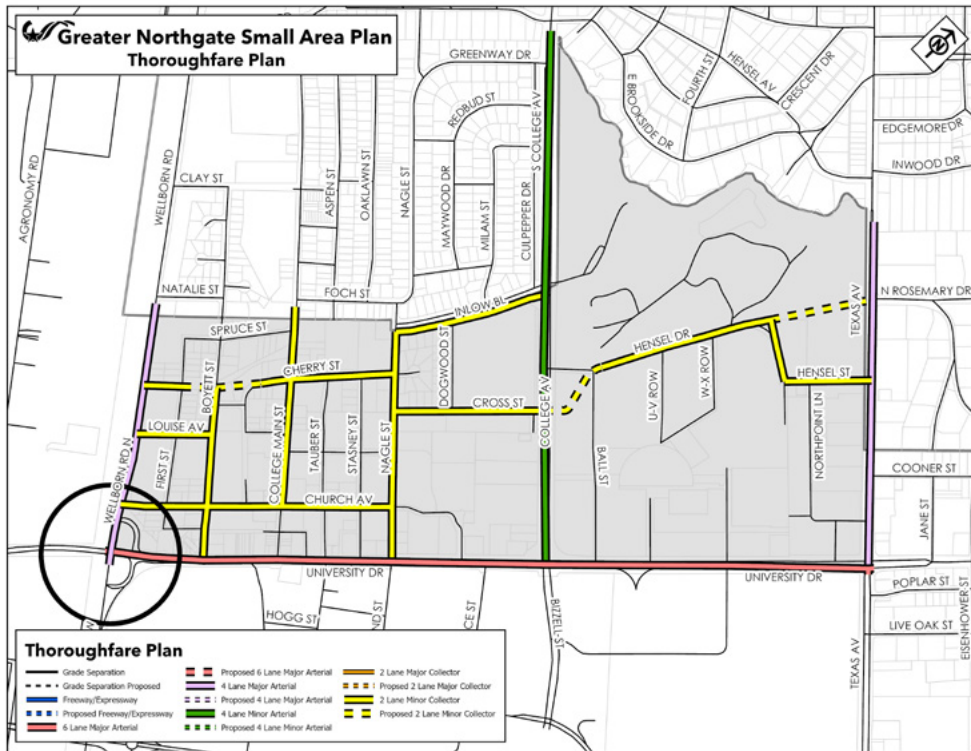
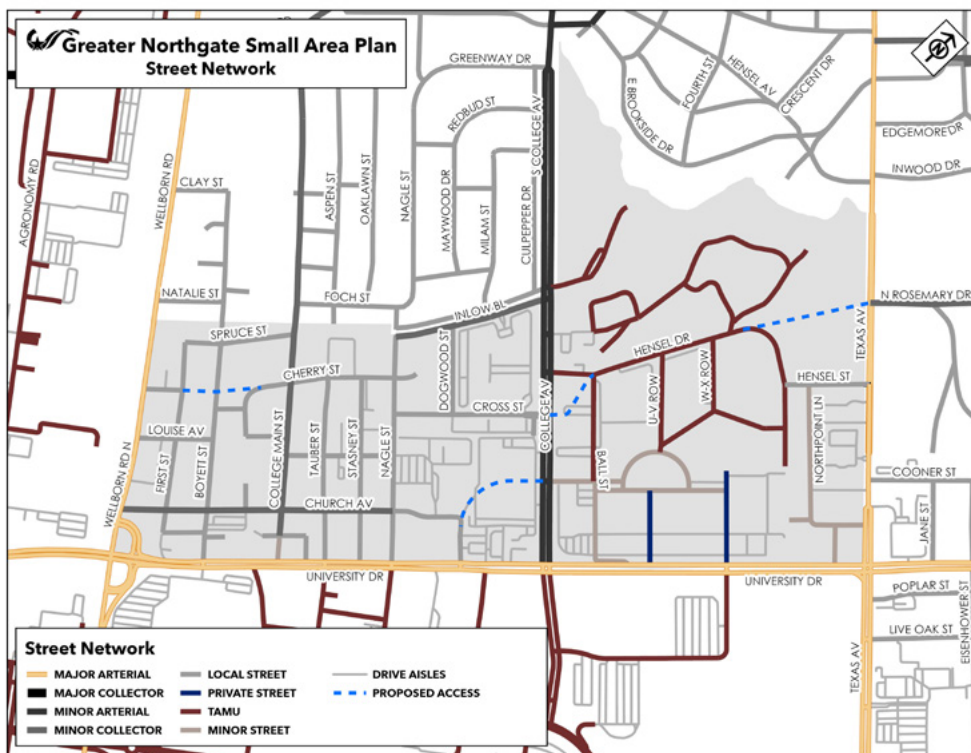


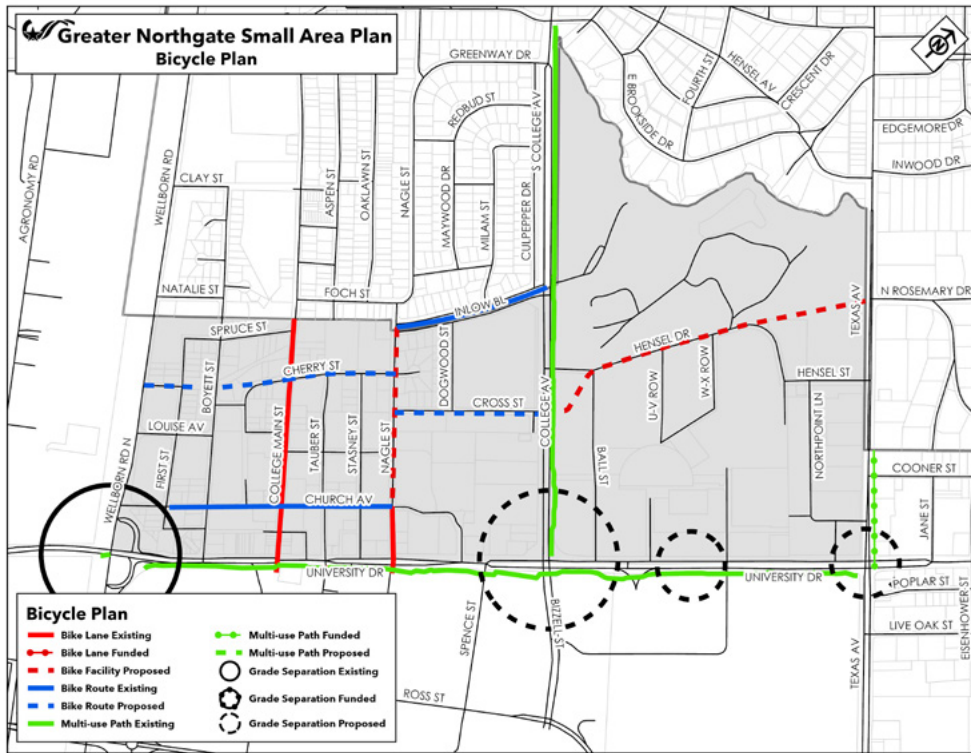
Figure 30. Total number of visits that occurred during each hour of the day, summed across a one-year period from February 2024 to January 2025; Source: Placer.ai, June 2025



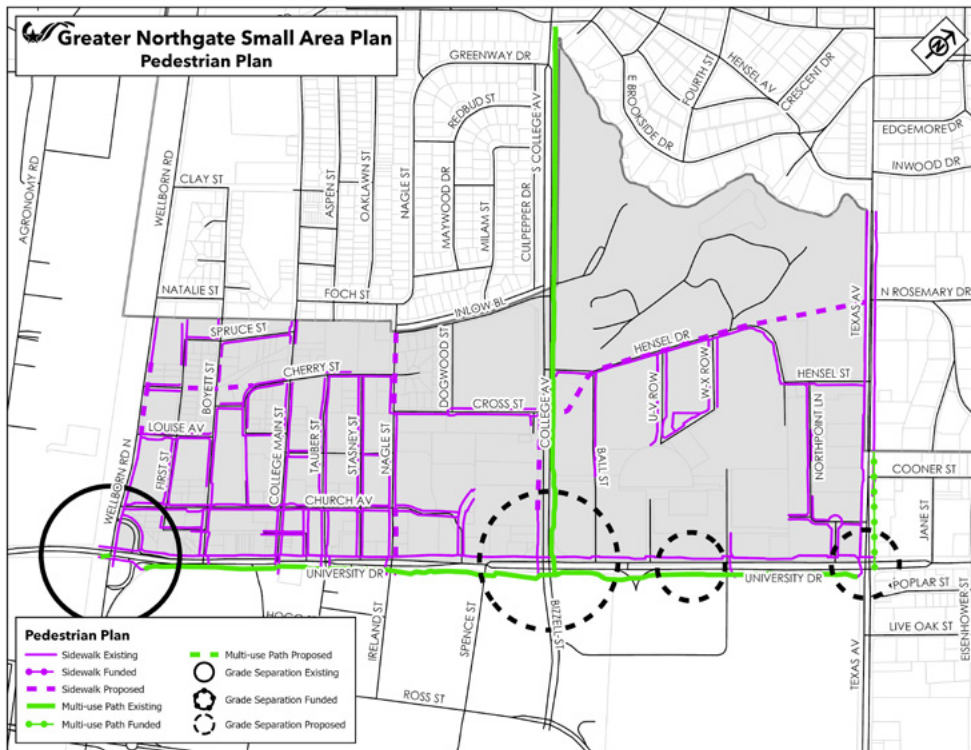
Map 10. Greater Northgate thoroughfare plan, as of Jan. 2025; Source: City of College Station, Planning & Development Services



Map 11. Greater Northgate street network, as of Jan. 2025; Source: City of College Station, Planning & Development Services

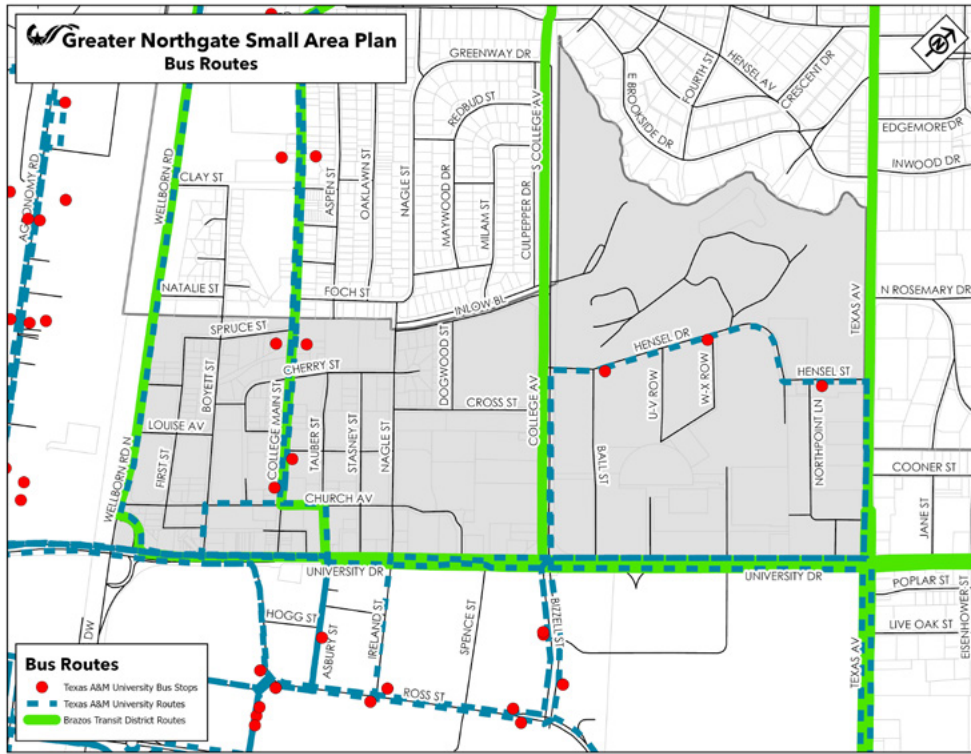


Map 12. Greater Northgate bicycle plan, as of Jan. 2025; Source: City of College Station, Planning & Development Services



Map 13. Greater Northgate pedestrian plan, as of Jan.; Source: City of College Station, Planning & Development Services

BUS ROUTES

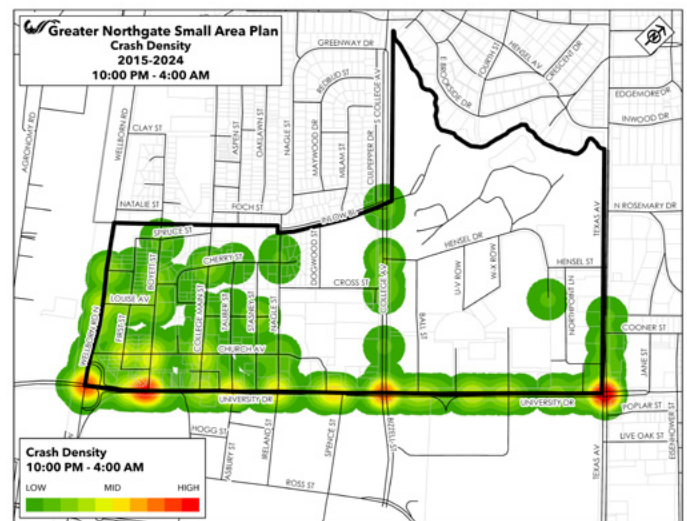


Map 14. Greater Northgate bus routes, as of Nov. 2024; Source: Texas A&M University & Brazos Transit District

CRASH DATA

DAYTIME

NIGHTTIME



NUMBER OF CRASHES BY HOUR

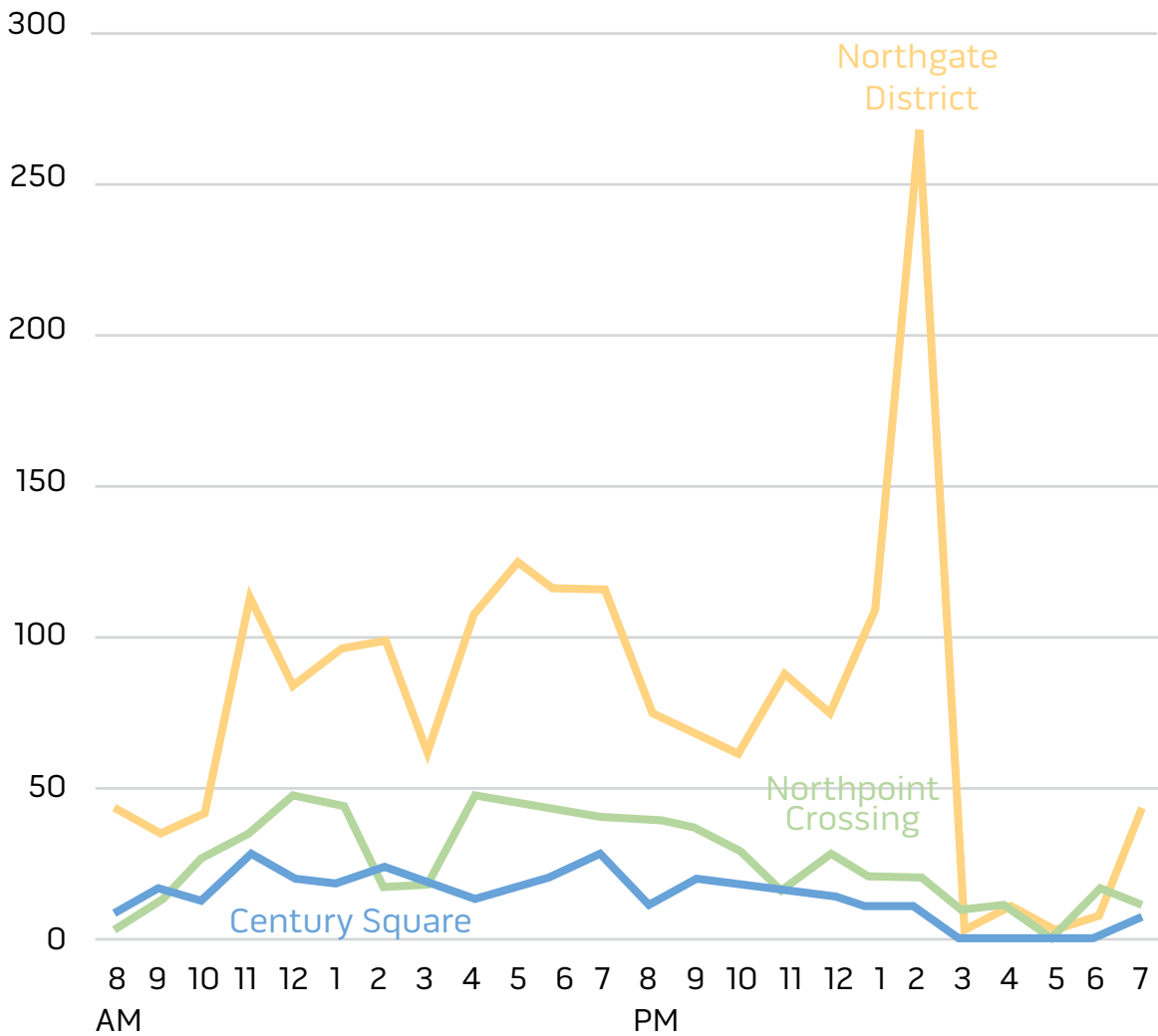


Figure 15. Number of crashes by hour of the day between 2015-2024; Source: TXDoT Crash Records Information System

Table F. Total crashes by sub area from 2015-2024; Source: TXDoT Crash Records Information System

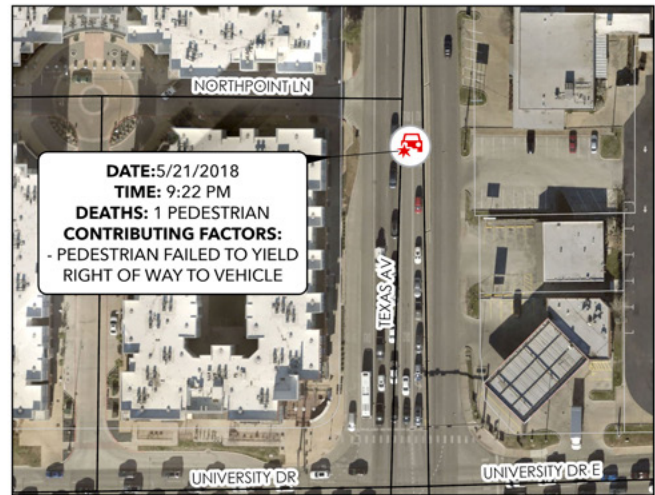
	Northgate	Century Square	Northpoint Crossing
Total Crashes	1,874	353	642
% Daytime	67%	79%	80%
% Nighttime	33%	21%	20%
% Alcohol Related	12%	4%	8%

TOP 5 DAYTIME CONTRIBUTING FACTORS

	Northgate District		Century Square		NorthPoint Crossing	
1	26%	Failed to Control Speed	44%	Failed to Control Speed	45%	Failed to Control Speed
2	13%	Failed to Yield ROW - Turning Left	8%	Driver Inattention; Failed to Control Speed	6%	Unsafe Lane Change
3	6%	Failed to Yield ROW - Stop Sign	6%	Unsafe Lane Change	5%	None
4	4%	Driver Inattention; Failed to Yield ROW	5%	Driver Inattention	5%	Driver Inattention; Failed to Control Speed
5	4%	Disregard Stop Sign or Light	4%	Disregard Stop & Go Signal	4%	Failed to Yield ROW - Turning Left

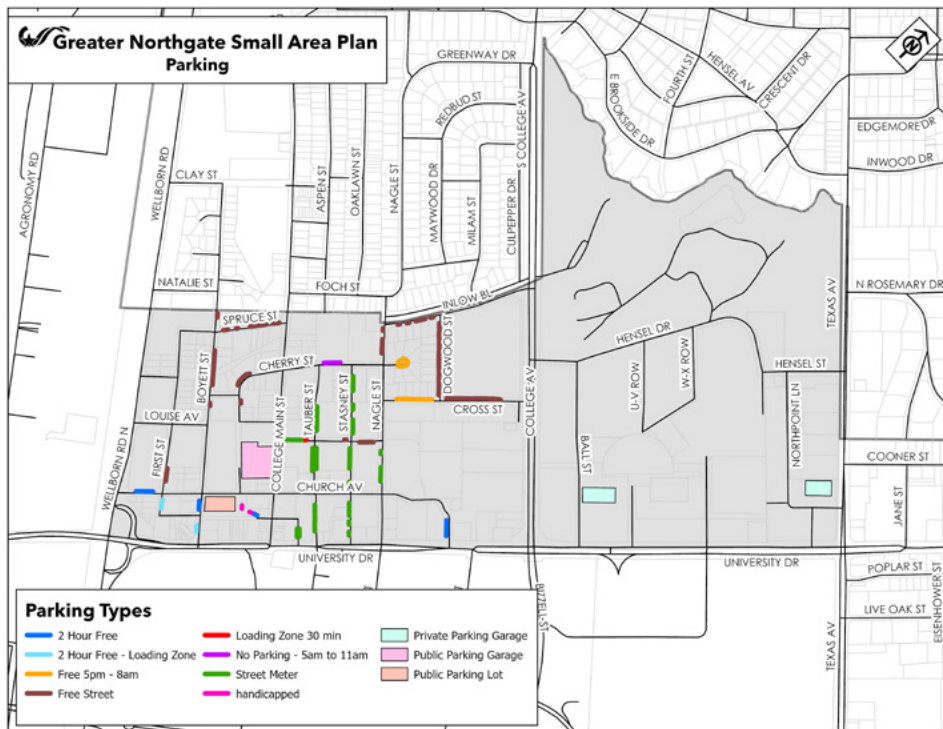
TOP 5 NIGHTTIME CONTRIBUTING FACTORS

	Northgate District		Century Square		NorthPoint Crossing	
1	13%	Failed to Control Speed	51%	Failed to Control Speed	16%	Failed to Control Speed
2	8%	Failed to Yield ROW - Turning Left	11%	Unsafe Lane Change	9%	Failed to Yield ROW - Turning Left; Unsafe Speed
3	8%	Failed to Control Speed - Had Been Drinking	10%	Distraction in Vehicle	9%	Failed to Control Speed; Under the Influence
4	7%	None	7%	None	6%	Disregard Stop Sign or Light
5	6%	Failed to Yield ROW - Stop Sign	4%	Failed to Yield ROW - Private Drive	5%	Failed to Yield ROW - Turning Left



Map 15. Greater Northgate fatality crashes between 2015-2024; Source: TXDOT Crash Records Information System

PARKING



Map 16. Greater Northgate parking by type, as of Jan. 2025; Source: City of College Station, Code Enforcement

Table G. Number of parking spaces by type, as of Jan. 2025; Source: City of College Station

Type of Parking	Number of Spaces
Parking Garage	719
Surface Lot	115
Street Parking	285

Table H. Number of parking violation by year from 2019-2024; Source: City of College Station, Code Enforcement

Number of Parking Violations	
2019	6,661
2020	4,390
2021	6,184
2022	5,293
2023	6,866
2024	7,385

Table I. Top 5 parking violations from 2017-2024; Source: City of College Station, Code Enforcement

Top 5 Parking Violations		
1	45%	Expired Meter
2	26%	Remote Pay Parking Violation
3	16%	Stopping/Standing in Prohibited Area
4	2%	Restricted No Parking
5	2%	Parking Facing Traffic

APPENDIX B:

SURVEY RESULTS

OVERVIEW

Community input was gathered through multiple channels, including both general and location-specific comments. General comments were collected using comment cards provided at the January project kickoff meeting and through a digital comment card available on the project webpage hosted on the City's website.

Location-specific input was collected through multiple methods, including an online map-based survey using ArcGIS Survey123 and a mapping exercise at the January project kickoff meeting. Additional input was gathered during the Northgate Walking Tour, where participants submitted photos and comments tied to specific locations via the survey site. Together, these methods captured site-specific ideas, concerns, and observations from community members both online and in-person.

GENERAL COMMENTS

Respondent Affiliation	Comment(s)
Stakeholder Committee Member, Northgate Business Owner, and College Station Resident	Firstly, I want to express a very sincere thank you to City staff/leadership for this opportunity of engagement. I can speak for my peers as well when I say that it is very appreciated and has fostered positivity. Secondly, our table worked with Heather and Laramie. Heather guided the exchange very well through keeping things on task and asking positive questions. Laramie was extremely supportive and helpful to both ourselves and to Heather. Laramie did a great job of rapid fire jotting down the hot button words/items. Thank you again for this engagement.
Councilmember , Stakeholder Committee Member, and College Station Resident	This comment was transcribed from a comment card submitted during the public kickoff meeting on January 28, 2025. -DEFINE HISTORIC ENTERTAINMENT DISTRICT BOUNDARY - CITY DIRT LEASE ON LOT - BOUTIQUE HOTEL LOW - RESTAURANT IN HOTEL - CAFE ECCEL - POLICE SUBSTATION, OUTDOOR MUSIC, BIG SCREEN - PLAZA/GATHERING. LARGE. - TOP 12 TAMU TRADITIONS IN SCULPTURE - FACADE RENOVATION GRANT PROGRAM
Stakeholder Committee Member, Northgate Business Owner & Property Owner, and College Station Resident	This comment was transcribed from a comment card submitted during the public kickoff meeting on January 28, 2025. Great opportunity, thanks to city participation in small groups; in the presence of council member.
Other	This comment was transcribed from a comment card submitted during the public kickoff meeting on January 28, 2025. UNTIL LONG-TERM SOLUTION IS FOUND FOR UNIVERSITY DRIVE, CAN TXDOT EXAMINE THE TRAFFIC LIGHT TIMING FOR PEDESTRIAN CROSSINGS ON THUR, SAT, FRI NIGHTS. I.E. AT 0200 HRS, HEAVY TIMING PREFERENCE TO PEDESTRIAN CROSSINGS. DRUNK PEDESTRIANS ARE IN-PATIENT, AND TAKE GREATER RISK TO CROSS.

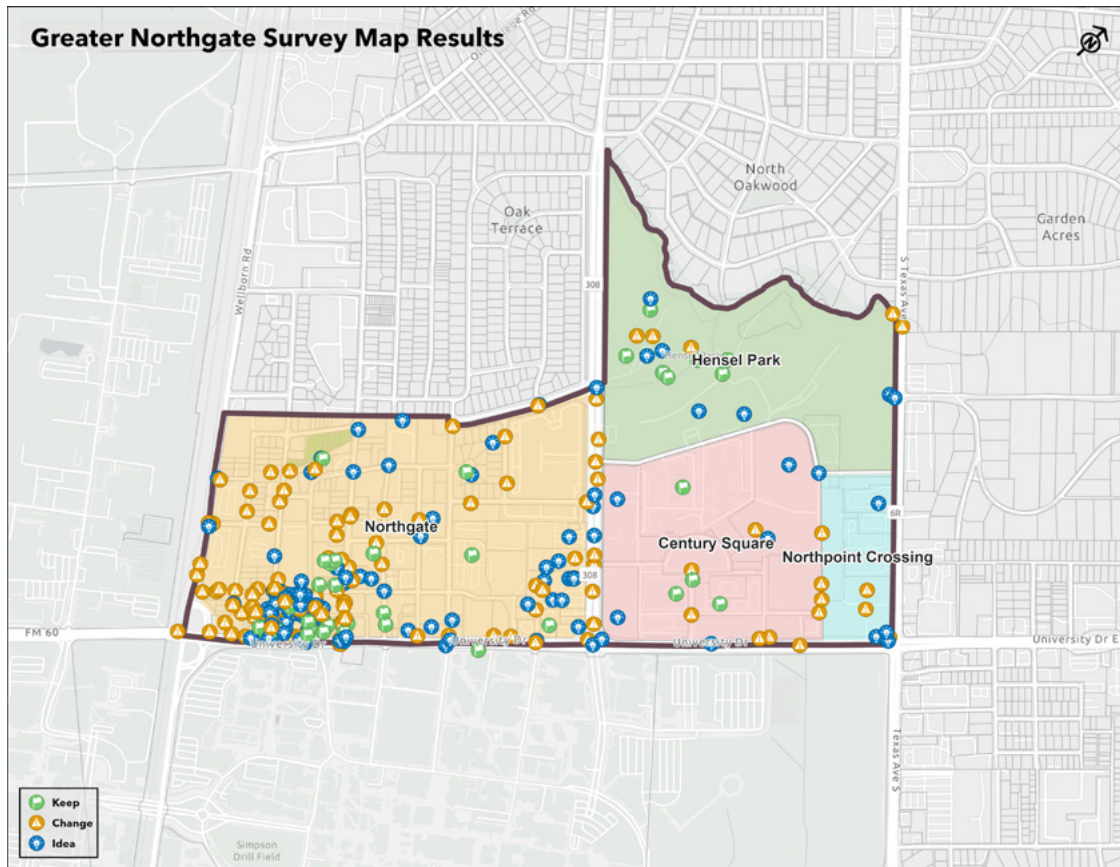
College Station Resident	<p>This comment was transcribed from a comment card submitted during the public kickoff meeting on January 28, 2025.</p> <p>I am opposed to the Houstonification of College Station. Being retired from TAMU I see unnecessary paid parking constraints after the 8AM-5PM window. Too many large buildings pop up.</p> <p>Related to that from around Northgate businesses near TAMU need whatever parking they can get.</p> <p>Personally, I live in Eastgate (from 1972) and do not appreciate “student hotels” that are supposedly family housing.</p>
Stakeholder Committee Member, Northgate Business Owner, College Station Resident	<p>This comment was transcribed from a comment card submitted during the public kickoff meeting on January 28, 2025.</p> <p>Heather and Laramie were great and helped keep us on track. They pulled a lot of good ideas out of the group. Thanks for the opportunity to come together and think out loud.</p>
College Station Resident	<p>Hensel Park is an area of interest for me. It is a wonderful natural space and truly a gem. The Pavilion is an amazing architectural form developed as a project to test the use of concrete forms for the World Fair in New York in the 1960s. It would be nice to preserve that and add signage to let people know that about it. The park also needs working restrooms, water fountains, and better marked trails with a guide and possibly having for wheelchair access. Better lighting would also make it more inviting.</p>
College Station Resident	<p>For Hensel Park, rest rooms are needed. The pavilion is an historic structure that is used by many people and hope it will remain. The paths can get overgrown.</p>
College Station Resident	<p>Keep the Pavilion, add restrooms and lights. Please. Add the parking too.</p>
College Station Resident	<p>I would like to give some input about Hensel Park and the needed facilities there. I think city should keep the Pavilion since it’s architecture experiment that A&M students did. We also need to add some other things I would like to see in the park like restrooms, better trails, lighting, etc.</p>

PUBLIC MAP SURVEY

Overview

Participants placed pins on a map to tag specific locations they felt should be preserved, changed, or evaluated for future improvements. They could select from “Keep,” “Change,” and “Idea” categories and leave notes on each location. A total of 277 comments were received and analyzed.

- Total Comments: 277
- Online Submissions: 162
- In-Person Submissions: 115



KEY THEMES IDENTIFIED

Theme	Frequency	Description
Pedestrian Safety & Crossings	118	Most prevalent concern, including calls for safer crossings, sidewalk upgrades, and traffic calming.
Parking & Circulation	52	Parking availability, garage navigation, and drop-off issues were frequently cited.
Lighting & Aesthetics	43	Respondents emphasized the need for improved nighttime lighting, better signage, and streetscape enhancements.
Land Use & Development	42	Respondents called for a mix of uses, better architectural design, and limits on high-rise density.
Public Space & Amenities	42	Suggestions included adding more parks, restrooms, seating, and pedestrian plazas.
Connectivity & Access	35	Gaps in east-west mobility and connectivity with campus were highlighted.

Many comments referred to more than one issue. Key overlaps included:

- Pedestrian Safety often co-occurred with Public Space & Amenities and Lighting.
- Land Use concerns were strongly tied to Aesthetics and Economic Development.
- Comments on Transit frequently overlapped with Connectivity and Parking.

These intersections indicate a strong desire for walkable, well-lit, multi-use environments that balance student life, historic character, and broader community needs.

MAP SURVEY COMMENTS

Date	Type	Comment
01/28/2025 21:01:52.152	Change	sidewalk to 10' to improve walkability
01/28/2025 21:06:27.654	Idea	Blind corner, dangerous spot to ask drivers to exit Northgate without a traffic light. Also can not handle high volume, but has become a defacto exit point
01/29/2025 00:45:31.202	Change	Dangerous/Inefficient Intersection. Possible roundabout? No left turn lane for south/east bound traffic is dangerous.
01/29/2025 00:46:51.983	Change	Paved pedestrian connections to Hensel, likely to come with future Century Square Development.
01/29/2025 00:47:55.397	Change	Maintenance of creek to prevent debris blocking and causing flooding.
01/29/2025 00:48:30.282	Idea	Road connection to South College
01/29/2025 00:49:49.032	Change	Unpaved, frequently used, pedestrian crossing from Northpoint Crossing into Century Square.
01/29/2025 00:51:01.912	Change	Sidewalk angles are difficult/dangerous for bikes and scooters to make turns. No bike lines on University forces use of sidewalk.
01/29/2025 00:52:03.985	Change	Same comment, as opposite side of street. Hard right angles of sidewalk difficult for scooters and bikes.
01/29/2025 00:52:45.977	Change	Medians could use attention/landscaping.
01/29/2025 00:55:31.700	Idea	Consider creating equivalent of "historic" preserved structure status for some of the older original building to mantain original character of Northgate proper along University Drive.
01/29/2025 01:02:55.919	Idea	Possible need for lower height landscaping in medians to improve site lines. Opportunity for native plantings and beautification of the S. College Corridor
01/29/2025 06:20:58.604	Change	MAKE CHURCH AVENUE ONE WAY (EASTBOUND) FROM WELLBORN ROAD TO AT LEAST TAUBER ST. WOULD ALLOW BETTER FLOW THROUGH THE DISTRICT AT BAR CLOSING TIME. WOULD ALSO ALLOW FOR POTENTIAL PICKUP/DROP OFF LANE WHILE ALLOWING TRAFFIC TO KEEP FLOWING THROUGH
01/29/2025 06:22:19.602	Change	Close this entrance to Chimy's - prevents wrong way drivers through drive way and into University Drive
01/29/2025 06:23:10.197	Change	Bars along University Drive's lines greatly obstruct walkways causing pedestrians to walk in street during busy nights.
01/29/2025 06:24:15.982	Idea	Add more public restrooms across district to provide opportunities for drunks to not urinate everywhere.
01/29/2025 06:31:33.269	Change	Better lighting in this area. General area is poorly lit creating unsafe environment at night.
01/29/2025 06:33:07.490	Idea	Make this space something similar to century square. Make first floors shopping/ retail, restaurants, entertainment based vendors. Use upstairs floors as a hotel and parking garage.
01/29/2025 06:34:09.701	Change	Area very poorly lit creating unsafe environment at night.

01/29/2025 06:35:40.838	Change	Road in very poor shape. Uneven and bumpy. Unsafe for pedestrians and vehicles to drive on.
01/29/2025 06:44:17.636	Idea	Several dirt/mud areas that are unable to grow due to lack of sunlight and foot traffic. Consider turf in poor sunlight areas.
01/29/2025 06:45:47.877	Change	Planter boxes around trees could be a pretty area but is currently neglected and abused by intoxicated individuals who play in them and throw up in them. Need to either remove the planter boxes or commit to upkeep of them.
01/29/2025 07:03:01.230	Idea	Covered walkway along the west side of Boyett Street. Residents of the Standard frequently throw beer bottles and food down on people walking to the bars or back.
01/29/2025 07:04:55.660	Change	Close Boyett Street from University Drive to Church Avenue, and make it a pedestrian or green space
01/29/2025 07:06:27.016	Change	Support TXDOT plans for reimaging pedestrian crossings along University Drive. Every day it is a game of frogger of pedestrian running across the road or drunks falling into the street.
01/29/2025 07:07:27.704	Change	Pedestrian Wall needed all the way from Chimmy's to Starbucks on University Drive.
01/29/2025 07:08:35.522	Idea	Pedestrian Wall at this location to prevent pedestrians spilling out into the street from the bars and to prevent the multiple cars that have driven up on to the sidewalk at this location because of intoxication
01/29/2025 07:10:10.394	Change	Reexamine the intersection of Church Ave and Wellborn Rd. Location is prone to accidents and traffic backing up, do to the blind downhill of Wellborn Rd. Traffic can also back up and block the nearby intersection
01/29/2025 07:11:49.487	Change	Traffic Light needed at this location or Maple Avenue. Heavy traffic exiting both of these locations on to heavy traffic Wellborn. Most vehicle are exiting to go south-bound on Wellborn
01/29/2025 07:13:16.699	Change	Medians needed on Wellborn Road in conjunction with new traffic lights for Maple and or Louise Avenue
01/29/2025 07:14:17.125	Change	Better lighting and pedestrian safety features for these two crosswalks
01/29/2025 07:16:50.974	Change	Better lighting throughout Northgate. Good portion of the current lights are out and other areas are completely unlit, making for an unsafe environment
01/29/2025 07:18:18.890	Change	Diversify entertainment in Northgate, like Century Square. If you do not drink, there is nothing to do at Northgate. Century square has music, golf, movie theater, food, etc.
01/29/2025 07:19:39.575	Change	Parking lot needs to go and be developed into something like century square; businesses, food, shopping on the bottom floor, living space high rise above
01/29/2025 07:21:15.876	Change	Safety needs to improve at Northgate. There is frequent fights, colorful language, racial slurs be yelled, urination, throwing up, its not a family friendly or Aggie friendly environment
01/29/2025 07:24:06.370	Change	Over road pedestrian crossing needed at Ireland and near Spence on University Drive
01/29/2025 07:28:08.484	Change	Extend the sidewalk and lighting down Boyett Street. The sidewalk just randomly ends and then forces you to walk in the street.

01/29/2025 07:30:30.641	Idea	Pedestrian crossing improvement for this area will be needed if the parking lot becomes a mid rise development. Need foot access to Century square
01/29/2025 07:33:29.505	Idea	City water access in the promenade to wash away all the vomit left on the sidewalks. Smells horrible walking by here after a Sat night and walking to church on Sunday
01/29/2025 07:34:12.211	Idea	Make this an open area food court/food truck/park area. Could have dining tables/picnic tables. Well lit area with trees and seasonal lighting where public events could be held outdoors.
01/29/2025 07:35:54.823	Change	More police in this area to prevent people from urinating and pooping on the side of the building or in between / behind the duplexes
01/29/2025 07:36:09.741	Change	Backs of the businesses are unsightly/trashy/disgusting. Require businesses to clean this up or better hide/manage their activities. Require businesses/bars to be presentable on both sides since public has open access to both sides.
01/29/2025 07:37:06.714	Idea	Require businesses/bars to maintain paint/facade in all areas visible to public to control overall beauty of the area.
01/29/2025 07:37:25.982	Idea	Make Church Avenue a one way street to help with congestion and heavy pedestrian egress at Boyett intersection
01/29/2025 07:39:40.229	Idea	Regardless of what is built here Fire/EMS and PD need an easy entrance/exit point to best serve the area in case of emergency. Specifically consider making spots/space where fire engines/ambulances can quickly pull in with no space/height restrictions.
01/29/2025 07:41:05.734	Idea	Buy more park space to expand this park. As it stands, there is not much to do at this park other than walk through it or sit at a bench
01/29/2025 07:44:06.822	Change	Better connectivity needed from Northpoint Crossing to Century Square
01/29/2025 07:44:08.888	Change	All bars should be prohibited from having loud outdoor music/concerts. Residents on campus across the street and living in the area often call in noise complaints due to disruption in their lives but are shirked off due to Northgate entertainment being seen as more important.
01/29/2025 07:45:07.398	Change	Better safety improvements and lighting needed at Hensel Park. Frequent crime in the area and a shooting several years ago
01/29/2025 07:46:49.425	Change	Better developed road through this development. Heavy traffic just winds randomly through the parking lot leading to accidents and near misses
01/29/2025 07:47:41.177	Idea	Hard to incentivize business/tourism in this area due to class of hotels in this area. The hotels in this area are the "cheapest" in town and prompt crime and lure those engaged in criminal activities to stay in this area.
01/29/2025 07:49:46.811	Change	This area needs to be "re-worked" from a traffic safety angle. Hensel/College and Cross/College with divided medians make it very hard to safely navigate area. Consider adding traffic lights?
01/29/2025 07:50:17.892	Change	Extremely narrow sidewalks on College Main, makes it hard to transverse. Poor lighting on College Main, foliage blocks out most of the overhead spaced out street lights. Bryan portion of College Main is better lit.
01/29/2025 07:51:09.575	Idea	Zebra crossing for pedestrians at this intersection
01/29/2025 07:51:36.178	Change	Very poor lighting in area causing safety issues.

01/29/2025 07:53:31.642	Idea	Improve pedestrian crossing and lighting in this area. Add zebra crossing
01/29/2025 07:54:51.845	Idea	More security cameras in this area. Numerous people park here as to drink at Northgate, walk back, get food, get in cars and leave. This leads to numerous assaults and other crimes in this general area.
01/29/2025 07:57:57.237	Idea	Whatever is decided in this area, let it have other forms of entertainment/commerce be included here. Not just businesses who sell alcohol.
01/29/2025 07:57:58.323	Change	Frequent fights behind Chimy's, makes for an unsafe environment
01/29/2025 07:58:47.759	Idea	Come up with a ride share pick up drop off area that it more efficient then how it currently is
01/29/2025 08:00:01.062	Change	Repair all of the broken/busted planter boxes. Bricks are missing everywhere and concrete tops are libel to fall off and land one people.
01/29/2025 08:01:19.130	Idea	Make this area an outdoor movie theatre/movie screen or even a playground. Use this space to truly make Northgate a family friendly space.
01/29/2025 08:03:07.039	Idea	Confer with CSPD on what is needed for the officers who serve this area to ensure any public safety needs/future facility needs are met for substation.
01/29/2025 08:05:49.474	Change	Pedestrian crossing issues on football game days. Pedestrian traffic coming from campus to Northgate. Extremely dangerous due to amount of pedestrians and vehicular traffic in same area. Consider things like sky bridges or underpasses?
01/29/2025 08:06:07.860	Change	Pedestrian crossing issues on football game days. Pedestrian traffic coming from campus to Northgate. Extremely dangerous due to amount of pedestrians and vehicular traffic in same area. Consider things like sky bridges or underpasses?
01/29/2025 08:06:44.110	Idea	Talk with FD and PD on building and emergency vehicle access issues
01/29/2025 08:09:02.913	Change	Pedestrian safety improvements needed, multiple deaths and injuries at this intersection over the past decade
01/29/2025 08:10:38.546	Change	Trash compactor used by bars and restaurants creates putrid smells. Hard to make people want to stay in area when putrid smells are rampant in area.
01/29/2025 08:11:49.182	Change	More prominent or different style zebra pedestrian crossings at this large intersection. Zebra Crossings here are frequently faded or worn out
01/29/2025 08:11:52.086	Idea	More sanitation services in this area. Vomit/urine everywhere after bar scene closes.
01/29/2025 08:12:58.082	Change	Some type of City gateway signage needed on Texas Avenue. All about branding.
01/29/2025 08:18:37.695	Idea	More pedestrian crossing safety features. Look at how 9th Street is designed in Holland, Michigan for Hope College. They implemented new traffic engineering designs
01/29/2025 15:16:24.998	Change	Grade separated crossing needs to be on the long term plan for University and S. College
01/29/2025 20:17:29.107	Change	Sidewalks along University in disrepair under the railroad tracks. Bad drainage, large cracks. Not pedestrian friendly.
01/29/2025 21:55:44.373		
01/30/2025 18:49:19.314	Idea	Please work with the owner/developer to encourage unique use on this piece of land. Perhaps it could be a multi-story hotel with a grocery store on ground floor to service the needs of the growing residential area.

01/30/2025 18:50:42.504	Idea	It would be great to have Oldham Goodwin develop on this and the parking lot property to create a more comprehensive plan for the area with public spaces and retail and residential. A local developer would also keep more money in CS.
01/30/2025 18:52:34.423	Idea	The city needs to sell this property and get out of the business of trying to play free market (hello, Macy's property). Many of the ideas proposed in the plans submitted (police substation, public space, restrooms, etc.) were good. However. Oldham Goodwin should have been the recommended developer given the plan for the other plot of land and just a more comprehensive idea.
01/30/2025 18:54:06.057	Change	This area is so trashy looking. There has to be city ordinance issues with many of the properties and the upkeep (or lack of). These two blocks need a better use.
01/30/2025 19:00:44.893	Change	Extend street to connect between Legacy Point and Century Square and connect into Hensel so that you can go all the way to and from Texas .
01/30/2025 19:02:05.688	Change	Decrease to one lane each way for a few blocks. Make ipedestrian friendly and more connected between Century Square and the future Legacy Point. It is currently disjointed and not walker friendly with the wide road.
01/30/2025 19:02:30.052	Idea	Encourage grocery store as part of whatever is developed here.
01/30/2025 21:58:52.013	Idea	Condem the back of this property to make a pedestrian path that connects northgate park to Inlow to Hensel park.
01/30/2025 22:00:11.818	Idea	Work with City of Bryan to Comine Inlow into 1 street, allowing for a separated pedestrian path the length of the current road.
01/30/2025 22:01:01.219	Idea	Extend Northgate park to 2nd street
01/30/2025 22:01:48.891	Change	Force the developer's to change to a less ugly facade covering the garage
01/31/2025 16:31:41.091	Idea	Work with UMC to redevelop their parking lot into retail with student housing above, using the Lutherans as a model.
01/31/2025 16:32:14.294	Idea	Work with St. Mary's to redevelop their parking lot into retail with student housing above, using the Lutherans as a model.
01/31/2025 16:34:29.180	Idea	Further encourage the redevelopment of properties that don't contribute to the historical Northgate character to take development pressure off the properties that do contribute.
01/31/2025 16:36:02.838	Idea	The concept for lowering University and capping it is incredible! The city should seize on this opportunity. Additionally, it creates much-needed park and recreation space (needed for both campus and Northgate as the population continues to rise).
02/01/2025 00:37:17.869	Idea	Place diagonal crosswalk striping here. It is already used this way and signal light timing already allows.
02/01/2025 00:41:07.756	Idea	This old ATM building is inaccessible and an eyesore. Possible Gateway marker to Northgate.
02/01/2025 00:44:02.578	Idea	Placing a substation in the center of the area will limit access by officers during peak traffic times. Put it slightly out of the center of the area, similar to where it is currently placed.
02/01/2025 00:50:24.722	Idea	Th emultiuse path does not connect to any pedestrian facilities on the west side of South College, limiting its use to the whole of western Northgate area.

02/01/2025 00:51:20.807	Idea	Mark diagonal crossings in intersection. It is already used this way and signal timing allows.
02/03/2025 06:11:03.093	Change	EXTREMELY DARK DUE TO LACK OF STREET LIGHTS - UNABLE TO SEE PEDESTRIANS IN THIS AREA AT NIGHT WHILE DRIVING
02/03/2025 06:11:13.231	Change	EXTREMELY DARK DUE TO LACK OF STREET LIGHTS - UNABLE TO SEE PEDESTRIANS IN THIS AREA AT NIGHT WHILE DRIVING
02/03/2025 06:11:27.100	Change	EXTREMELY DARK DUE TO LACK OF STREET LIGHTS - UNABLE TO SEE PEDESTRIANS IN THIS AREA AT NIGHT WHILE DRIVING
02/03/2025 06:11:34.083	Change	EXTREMELY DARK DUE TO LACK OF STREET LIGHTS - UNABLE TO SEE PEDESTRIANS IN THIS AREA AT NIGHT WHILE DRIVING
02/03/2025 06:12:16.177	Change	EXTREMELY DARK DUE TO LACK OF STREET LIGHTS - UNABLE TO SEE PEDESTRIANS IN THIS AREA AT NIGHT WHILE DRIVING
02/03/2025 06:12:25.200	Change	EXTREMELY DARK DUE TO LACK OF STREET LIGHTS - UNABLE TO SEE PEDESTRIANS IN THIS AREA AT NIGHT WHILE DRIVING
02/04/2025 20:57:07.910	Change	Needs dedicated bike infrastructure for this intersection. Just in general university dr should lose a lane for a bike land between the Bizzell st intersection and the College main intersection. This would provide safety and most traffic is already turning at the lights which the bike lane would not interfere with. This would provide another mode of transportation between Northgate and Century Square.
02/04/2025 20:59:18.013	Idea	It would provide more value to develop parking lots into mixed use buildings with a focus on student housing and dining space.
02/04/2025 21:01:47.586	Idea	Needs a lot more safety features of non car users.
02/04/2025 21:03:42.468	Idea	This building looks so bad. Please develop this rotting carcass into something useful and not this terrible eyesore.
02/04/2025 21:05:48.894	Idea	Needs to be a lot friendlier for people to walk through. Currently the parking lot makes it dangerous to walk. Also it's just ugly when the front of these stores are so pretty.
02/05/2025 00:32:47.845	Change	Bring back Antonio's Pizza
02/05/2025 00:34:01.350	Idea	Grocery store
02/05/2025 00:36:19.053	Change	Need access and connection between north point and century square
02/05/2025 00:38:12.232	Idea	Art studio, yoga studio
02/05/2025 00:40:21.875	Idea	Mixed use hotel
02/05/2025 00:42:23.456	Idea	Two-three story mixed use row that compliments northgate aesthetic, with plaza between
02/05/2025 00:43:57.931	Change	More trees please
02/05/2025 00:46:57.957	Idea	Boost commercial by providing adult entertainment options , ex: clubs, dancers, adult stores, novelty stores.
02/05/2025 00:47:44.042	Idea	Coffee by day, bar by night
02/05/2025 00:49:07.303	Change	Work with TAMU to fix access issue. Prioritize tamu city relationship.
02/05/2025 00:50:37.725	Change	Make this roadway aesthetically pleasing

02/05/2025 00:52:24.989	Idea	Space for homeless shelter
02/06/2025 03:38:15.887	Keep	Keep the park but just maintain the landscaping by making this a public park for people to enjoy. The Hensel park trails are overgrown making it not as accessible.
02/08/2025 16:39:31.989	Idea	At this point, it seems like a physical impossibility to make the sidewalks along University Dr wide enough to be safe, as there simply isn't enough room between the front of the businesses and the street. Please look into the idea of lowering and capping University Dr, at least partially! It will be a huge aesthetic improvement as well.
02/08/2025 16:43:49.231	Idea	Generally speaking this area should be subject to a height restriction, so that the high rises aren't right up against the entertainment district. From Church Ave to Wellborn, First St to Stasney St, there should be a height restriction allowing for no more than 2-3 stories.
02/09/2025 00:14:45.194	Idea	Take parking away from NG entirely. Make it pedestrian or transit shuttle access only.
02/09/2025 05:52:44.126	Idea	Add a overpass pedestrian crossing, or an underpass
02/09/2025 05:57:20.497	Idea	Keep Northgate historic, and definitely save the historic buildings. A college town without an area like this loses its charm and uniqueness.
02/09/2025 18:38:31.459	Keep	The chicken is full of history and should stay!
02/09/2025 19:16:17.865	Change	Safety is a big concern, primarily at night, I was once watched by a man who stopped his car by a stop sign here who was waiting for me presumably to be out of view of other people. Safety particularly for women is not great.
02/09/2025 19:16:59.727	Change	Needs better lighting
02/09/2025 19:18:15.611	Change	Lack of lighting here, makes it unsafe to walk around late at night.
02/09/2025 19:18:43.360	Change	Walkway is uneven and unfinished in construction. Lack of lighting as well.
02/09/2025 19:20:35.362	Change	Unsafe walking for pedestrians as cars come in and out of parking structure quickly and at fast speeds
02/09/2025 19:21:51.138		
02/09/2025 19:21:51.138	Change	This and other cross walks with stop signs are difficult to cross as cars come and go from different directions, makes it dangerous to cross.
02/09/2025 19:25:55.673	Keep	I LOVE the wide sidewalk with plant life, its very pleasing!
02/09/2025 19:33:45.619	Idea	Northgate is pretty unsafe when it gets late, create a late night patrol program, where police or traffic safety offer to walk students home safely, Ive been targeted before and I would appreciate it heavily to have someone who can get me and others home safely. Have program be open to anyone, similar to 24-20A-111, where drunk or high individuals can be walked home safely without fear of arrest. This would prevent them from being targeted and lower chances of DUI's
02/09/2025 19:36:45.371	Change	need pedestrian walling to prevent pedestrians from falling into road late at night. sidewalks get very crowded on weekend nights and poses safety risk as many people are intoxicated.
02/10/2025 19:50:22.007	Keep	Northgate Park
02/10/2025 19:53:07.748	Idea	Grade separated crossing at Boyett

02/10/2025 19:53:37.006	Keep	keep some history
02/10/2025 19:54:12.417	Keep	churches
02/10/2025 19:54:52.066	Idea	Grade separated crossing at Nagle/Ireland
02/10/2025 19:56:12.894	Idea	Grade separated crossing at Spence
02/10/2025 19:56:51.229	Idea	ideal area for upzoning
02/10/2025 19:57:34.097	Idea	Aggie loop extension to the area, connect to campus
02/10/2025 19:58:18.100	Change	Address conflicts, vehicle/ped/bike on SUP 3.3 Idea
02/10/2025 19:58:30.877	Change	fix medinas, blind spots, site triangles, turn angles, turn visibility
02/10/2025 19:59:11.532	Keep	A&M students
02/10/2025 19:59:20.913	Keep	retail
02/10/2025 19:59:50.531	Keep	keep restaurants, hotels, and retail
02/10/2025 20:00:09.441	Idea	Grade separated crossing at Century Square
02/10/2025 20:00:51.922	Change	fix Inlow – get rid of North and South
02/10/2025 20:01:07.963	Change	safe access to Hensel Park
02/10/2025 20:01:17.213	Idea	grade separated crossing at South College Crossing
02/10/2025 20:01:25.860	Keep	Hensel Park
02/10/2025 20:01:37.030	Keep	Hensel Park
02/10/2025 20:01:46.836	Keep	Hensel Park stay natural with small amenity package
02/10/2025 20:02:22.381		I like that there is a densely forested area that feels secluded but still close to campus
02/11/2025 19:47:06.757	Change	Mobility/connectivity between Northgate and Century Square. Examples like electric vehicles, golf carts, pedi cabs, pedal bikes, shuttles, micro-mobility, trolley.
02/11/2025 19:47:29.473	Change	Mobility/connectivity between Northgate and Century Square. Examples like electric vehicles, golf carts, pedi cabs, pedal bikes, shuttles, micro-mobility, trolley.
02/11/2025 19:47:43.829	Idea	Hensel Park Green Belt and Trail
02/11/2025 19:47:55.638	Idea	Boutique Hotels
02/11/2025 19:48:23.417	Change	“Maroon Road” Patricia Street, Alumni Bricks Rename Patricia Street to Maroon Road, Make it a through street for fire and deliveries, lay with red bricks. Enable people to purchase bricks to contribute to cost.
02/11/2025 19:48:57.360	Idea	Beautification of promenade
02/11/2025 19:49:14.430	Idea	Pavillion / stage Example: smaller version of woodlands stage and pavilion
02/11/2025 19:49:35.631	Change	street lighting. Overall – wayfinding overhaul
02/11/2025 19:49:47.729		
02/11/2025 19:50:08.124	Change	parking at church
02/11/2025 19:50:25.562	Idea	Add on to city parking garage, build up, explore dynamic pricing and best practices
02/11/2025 19:50:59.290	Idea	Boutique Hotels

02/11/2025 19:51:07.469	Idea	Grocery store, strong desire for something like trader joes
02/11/2025 19:51:16.816	Idea	Electric Bus Hub
02/11/2025 19:51:33.381	Change	Mobility/connectivity between Northgate and Century Square. Examples like electric vehicles, golf carts, pedi cabs, pedal bikes, shuttles, micro-mobility, trolley.
02/11/2025 19:51:51.484	Idea	Hensel Park Green Belt and Trail
02/11/2025 20:05:26.694	Keep	campus theatre, backyard - fitz willies, lupot's bldg, sparks/corner bldg, Dixie Chicken
02/11/2025 20:05:46.786	Keep	Keep parking, maintain ~low-rise
02/11/2025 20:07:30.739	Change	bad quality, very expensive
02/11/2025 20:09:08.990		no comment found
02/11/2025 20:10:27.473	Change	Nobody uses it, underutilized
02/11/2025 20:11:03.827	Idea	Grocer @ Culpepper, protect certain types of businesses, restrict rent increase, outdoor venue/music/HEB
02/11/2025 20:16:31.624	Keep	Art Deco cinema (now covered in wood siding)
02/11/2025 20:18:23.979	Idea	Use bollards to direct different types of traffic at different times of day
02/11/2025 20:18:39.101	Change	Close boyett (pedestrian area to tamu)
02/11/2025 20:18:49.879	Keep	sense of "northgate row" of bars and shops
02/11/2025 20:19:07.709	Keep	historic churches
02/11/2025 20:19:27.796	Idea	Grocery store
02/11/2025 20:19:54.014	Change	Upgraded green space (bathrooms, fountains, could come from univ. development donation)
02/11/2025 20:27:01.504	Change	No more residential
02/11/2025 20:27:16.252	Idea	Appreciate naming a "Historic District"
02/11/2025 20:27:22.952	Idea	by Chimy's and Topsy Turle - light up and add photo ops or murals!
02/11/2025 20:27:37.294	Idea	Swim-up bar
02/11/2025 20:27:49.149	Idea	Change to dance hall and alumni center
02/11/2025 20:28:00.379	Idea	No shopping
02/11/2025 20:28:22.165	Keep	Preserve history [vibe]
02/11/2025 20:28:33.505	Change	keep or sell, but for something proactive including live music, food open late, in addition/only if housing or retail is present
02/11/2025 20:28:44.639	Idea	Would like to see a multi-story food hall with music, pool tables, outdoor seating and fireplaces and patio lighting—stays open late
02/11/2025 20:28:54.168	Idea	Would like to see an Aggie-themed wine bar - decorated as a library
02/11/2025 20:29:10.067	Idea	No high rise or residential building
02/11/2025 20:30:27.314	Change	Sell it, no strings [sell all City property]
02/11/2025 20:30:46.852	Change	Sell it, no strings [sell all City property]
02/11/2025 20:31:06.284	Change	Would like them to upgrade the houses, apartments and make this a safer area

02/11/2025 20:31:20.760	Change	Sell it, no strings [sell all City property]
02/11/2025 20:31:32.571	Change	Light up streets with sidewalks from residential area of NG with lights to Z Islander
02/11/2025 20:31:52.106	Idea	Buy property south of City of Bryan [North of Northgate] to develop
02/11/2025 20:32:06.912	Idea	More food options
02/11/2025 20:32:23.383	Idea	Work spaces for professionals OR grocery
02/11/2025 20:32:33.519	Change	Needed upgrade housing options
02/11/2025 20:32:51.266	Idea	Would like to see recreational (Schlitterbahn, zip lining, go karts), student-minded
02/11/2025 20:33:01.703	Change	Safe, walkable, lit sidewalks
02/11/2025 20:33:24.458	Idea	Waterpark for adults plus kiddie section (like The Cove). People come from all over but now a wristband is needed.
02/11/2025 20:33:34.243	Idea	Would like a safer, cleaner, brighter family park /cleaner more
02/11/2025 21:05:09.233	Keep	"northgate" vibe/feel, bottle cap alley
02/11/2025 21:05:30.129	Keep	old historic buildings
02/11/2025 21:05:49.743	Change	University dr, more pedestrian friendly, utilize parking in residential that isn't being used, height restrictions: keep high-rises 5 stories in entertainment district, high rise in century square
02/11/2025 21:06:28.911	Keep	preserving non-high-rise residential
02/11/2025 21:06:54.623	Idea	opportunities for Hensel Park: trails, Aggie Park 2.0, concerts, hotels
02/11/2025 21:07:04.657	Keep	hensel park, only large open space
02/11/2025 21:07:15.027	Idea	open space/public space: festivals, venue, concerts
02/11/2025 21:07:31.376	Change	connectivity to northpoint crossing
02/11/2025 21:17:01.713	Keep	Boyett and University - historic buildings
02/11/2025 21:17:17.873	Idea	Pedestrian crossovers on university
02/11/2025 21:17:28.021	Change	Connectivity in from Wellborn (Louise/East-West)
02/11/2025 21:17:41.908	Idea	Public Plaza/ Square
02/11/2025 21:17:53.241	Keep	Patrica Promenade
02/11/2025 21:18:02.775	Keep	Boyett-College Main - historic buildings
02/11/2025 21:18:16.935	Keep	College Main- Lodge - historic buildings
02/11/2025 21:18:25.879	Change	Lighting on College Main/Patricia
02/11/2025 21:18:46.274	Keep	Rough Draught
02/11/2025 21:18:55.452	Keep	Church Row
02/11/2025 21:19:02.973	Keep	Parking Garage
02/11/2025 21:19:15.858		Pedestrian corss-walk at A&M Methodist and Church St.
02/11/2025 21:19:44.303	Change	Better connectivity/entrance to city park
02/11/2025 21:19:58.913	Change	Thoroughfare to College from Church
02/11/2025 21:20:17.784	Change	Nagle connectivity & lighting

02/12/2025 14:46:31.185	Idea	Wellborn road access – stop signs should be changed, hard to see over the hill
02/12/2025 14:47:19.015		
02/12/2025 14:47:43.157	Idea	Closure of streets to vehicular traffic
02/12/2025 14:47:55.792	Keep	Northgate entertainment area
02/12/2025 14:48:17.415	Change	Develop plaza for entertainment
02/12/2025 14:48:29.874	Change	Diversification of businesses – make it an actual entertainment district & spread the bars out
02/12/2025 14:48:58.827	Idea	Closure of streets to vehicular traffic
02/12/2025 14:49:21.585	Keep	Aggieland Credit Union
02/12/2025 14:49:39.213	Idea	Lighting in all areas
02/12/2025 14:49:49.643	Keep	Northgate parking garage
02/12/2025 14:50:17.316	Keep	supporting churches in Northgate
02/12/2025 14:50:32.170	Change	Change College Ave it's the gateway to the City from Bryan but does not look good – change the look & feel
02/12/2025 14:51:00.471	Keep	Diversity of uses in Century Square
02/12/2025 14:51:18.145	Keep	Preserve Hensel Park
02/18/2025 16:13:41.117	Idea	Need a Northgate Area large/medium grocery store that is walking distance for everyone living in the area.
02/20/2025 02:38:37.798	Change	The clock has not worked in 12 years or more. It is a nice feature, but only if it works.
03/06/2025 02:16:33.146	Change	Make more prominent and aesthetically designed as well as functional
03/18/2025 14:04:11.272	Change	Patricia St needs to be made one way traffic to not get clogged up with traffic from rideshare pickup and drop offs. Should be no exit from onto Boyett and no entrance on 1st St.
03/18/2025 14:09:02.178	Change	Median should be extended at Louise Ave to prevent illegal U-turns on Wellborn
04/15/2025 21:05:35.302	Idea	Place a sign that indicates "No Passenger Pick-Up/Drop-off at this location during Friday 7PM - Saturday 3 AM and Saturday 7PM - Sunday 3AM".
04/15/2025 21:13:48.676	Change	Please for the love of any god, fill in these potholes on 1st behind Chimy's! I feel like I'm mountain biking in my car on this patch of road every time I drive for Uber.
04/15/2025 21:15:31.651	Change	Please add new/better lighting fixtures. This area is too dark for pedestrians and drivers at night.
04/15/2025 21:22:42.204	Idea	I think properly installed and legal U-turn lane at this intersection would be helpful. It would be more helpful than the medians have ever been.
04/15/2025 21:29:48.830	Idea	Add a child's playground. Many people bring their children to Century Square, but only have a patch of turf to run around on. Having a designated playground with Open and Closed hours (so no drunks from Northgate stumble in) would help keep children entertained and occupied and less stress on families. Benches and picnic areas can be added as well.
04/15/2025 21:33:00.312	Idea	A grocery store/ small H-E-B would be very helpful.

04/15/2025 21:34:47.371	Change	Blind corner, has had high traffic due to local construction, and would be better off by adding a traffic light.
04/16/2025 01:23:10.620	Idea	This is a great opportunity to make this a statement piece in the heart of north gate. If it's a high rise- make it beautiful and user friendly to everyone. Include some unique mixed-use on first floors that you'd only get here.
04/16/2025 03:01:45.995	Idea	Potential area for higher end multi-family or high rise hotel. Public access to rooftop bar/resturant would gather a lot of support from the public. Best views of Aggieland!
04/16/2025 14:00:28.467	Idea	Invest in a park and a series of pocket parks, nooks. Connect it to other nodes. Create a landmark that is a an abundantly shaded native species rich zone.
04/16/2025 17:53:00.372	Keep	Preserve Hensel Park, do not add any commercial infrastructure
04/16/2025 17:56:30.369	Change	Make more intersections 4-way stops, too many cars have come close to hitting pedestrians.
04/16/2025 17:57:40.197	Keep	Keep the restaurants that already exist here, they are very popular. But adding a small grocery store in the open area would be a good idea.
04/16/2025 20:07:55.310	Change	Make No Parking signs on this street No Park, Stop, Stand. This street is always jam packed with cars parking to pick up & drop off people & food items. Always causes vehicle flow issues.
04/16/2025 20:09:54.317	Idea	Block off Boyett Str the same way that College Main is blocked off in front of the bars.
04/16/2025 20:15:04.514	Change	These bars cater to a criminal element. They absolutely need to be redeveloped into something safer and better for the community.
04/16/2025 20:18:46.159	Change	Northgate has no value during the day. At night the city loses more that it makes in tax revenue. Area needs to be repurposed to something like century square. Nightclub only needs to end.
04/16/2025 21:53:13.909	Keep	Keep the parking garage.
04/17/2025 03:31:16.443	Change	Numerous pot holes along this entire street.
04/19/2025 21:53:45.364	Change	Block off Boyett Street 24/7.
04/21/2025 05:38:34.947	Idea	Add a protected right-turn overlap phase for the westbound right turn, running concurrently with the southbound left turn.
04/21/2025 05:43:07.942	Idea	Get rid of this unneeded stop sign and/or build the Hensel connection to Rosemary as shown on the thoroughfare plan map.

NORTHGATE WALKING TOUR MAP SURVEY

OVERVIEW

Participants used their cellphones to take photos while walking along one of two designated routes in the Northgate District. Using the Survey123 app, they tagged each photo with GPS coordinates and uploaded it along with a comment. In total, 132 photos and comments were submitted and analyzed.

KEY THEMES IDENTIFIED

Theme	Frequency	Description
Transportation, Mobility, & Pedestrian Safety	65	Multitude of photos of the pedestrian wall and strong desire to see this wall extended further down University Drive. Calls for safer crossings, sidewalk upgrades, and deconflicting multimodal uses, particularly separating bikes & scooters from pedestrians.
Character & Placemaking	29	Photos of building that demonstrate Northgate's character and historic identity. Appreciation for public gathering spaces with a call to enhance features such as archways, signage, and iconic places.
Maintenance & Beautification	11	Support for investment and rehab of public facilities and landscaping at the Patricia Street Promenade and areas around the City-owned parking garage.
Parking	9	Call for increased parking signage, to include an upgrade to digital signage at the City-owned garage. Suggested improvements for bike parking.
Landscaping & Natural Environment	8	Support for urban street trees, raised planters, and turf grass in certain locations
Land Use	5	Concern about "wasted space" of underutilized commercial properties and crowding of more high-rise structures
Other	5	Space concerns for emergency services, "ugly" building facade, and staff kudos as "Best tour guides!!!"

MAP SURVEY COMMENTS

#	Comment	Longitude	Latitude
3	Great public space	0	0
4	These trees are a nice amenity. Just Gerri g large enough now would hate to lose them.	-96.3471914	30.61764322
5	Do not see good lighting	-96.21833871	30.53016431
6	Missing pedestrian or bike improvement	-96.34711182	30.61754947
7	Wasted space	0	0
8	Remove passenger vehicle access and make pedestrian/micromobility boulevard with bus and delivery access.	-96.34701601	30.61749208
9	Sidewalk needs to be expanded	-96.24152813	30.50030827
10	Public safety improvement	0	0
11	Drunk people near traffic	0	0

12	No sidewalk	0	0
13	Consider a marked/dedicated sidewalk, park lane.	0	0
14	Scary	-96.24063921	30.48731233
15	Non-protected sidewalk	0	0
16	Narrow sidewalk with fast traffic	-96.23314751	30.5170457
17	Narrow sidewalk	0	0
18	Widen boulevard and add road barrier or pedestrian at-grade area.	-96.34657957	30.61770587
19	Northgate's character	0	0
20	Maintenance needed on some promenade structures.	-96.34679886	30.61828244
21	Height may be problematic for rescuers in the event of a catastrophic accident.	0	0
22	This stretch of University Drive is not safe for pedestrians. The adjacent wall barrier feels much safer and may be a solution.	0	0
23	Wall is good	0	0
24	Great protection from traffic	0	0
25	An icon. Bottle cap Alley.	0	0
26	Need pedestrian safety considerations. Wider sidewalk maybe a wall.	-96.346384	30.617956
27	Better	0	0
28	Good that road was changed to public space. Better for bike ped.	-96.34749959	30.61895921
29	The Chicken is the most iconic bar / site on Northgate. It's an exemplary showcase of Northgate's character.	0	0
30	The only mid block connection	0	0
31	Three generations of my family worked here	0	0
32	Bottle cap alley. Consider better lighting. Signage for city protection against dangers etc possibly.	0	0
33	Street parking on busy street and small sidewalk is not good	-96.23299952	30.51397398
34	Looks unsafe like an afterthought	0	0
35	We probably should not build another 19 story facility at this location as it would certainly impede the view. Possibly we could just spill a separate parking center. However, if the Parkin center doesn't make enough money, we could turn this part of the community and moderate and College Student Parking and study area and some snack bars.	-96.20083169	30.65682222
36	This is a better example of a more appropriate boulevard, but bigger would be nicer. The improved the feeling of safety. Would Backyard allow a public easement to provide room for wider path?	-96.34584912	30.6181938
37	Take that space on the side	-96.23334911	30.51667662
38	Safety Issue. Stop line striping at intersections is needed throughout the blocks north of University Drive.	-96.23127615	30.51370437
39	Nice	0	0

40	Ugly and unfinished looking.	-96.34809087	30.61988949
41	Can these be placed all the way down	-96.23241868	30.51451871
42	Safe pedestrian crossing. Provides plenty of time for crossing and wide area to accommodate large crowd.	0	0
43	These maps are not very easy to use. Hard to locate yourself and specific places.	-96.34828143	30.62007158
44	Parking and increased traffic with more residents	0	0
45	Safety Issue. Narrow sidewalk along University Drive is a safety issue at all times of the week given the speeds of vehicles in this stretch. Needs additional barricade and reduced speed limit.	0	0
46	Can something be done about this. Safety	-96.23356693	30.51519911
47	Loading area. Would rather have sidewalk.	0	0
48	Like these trees in raised boxes. Helps keep sidewalk clear for use by people.	-96.34791079	30.62028134
49	Sidewalk?	0	0
50	Tripping hazard of downspouts.	-96.345349	30.618809
51	Remove on-street parking for boulevard improvements. Loading could be rerouted, or make the path parkable for loading during off-peak.	-96.33361879	30.60351101
52	What do we do with spaces like this? Connections are possibility for walk and ride.	-96.34721572	30.61998361
53	Uneven surfaces on lots of walking surfaces.	0	0
54	Closer to ideal width, but would recommend raising any awnings. This could allow for deliveries in off-peak.	-96.34481363	30.61920898
55	Curious about parking and emergency evacuation	-96.23299952	30.51397398
56	Parking signage needed at perimeter of NG not only up close like this. Give people good directional signage.	-96.3469624	30.61977123
57	Parking signs should be located a little further from the garage. Corner of church and college main and corner Louis and college main. Wood be great w digital info on how many spaces available and rates	-96.34722744	30.61994556
58	Nice wide sidewalk	0	0
59	Bench should be put in line with trees and light posts to not impede the sidewalk	-96.23262002	30.51488305
60	Covered parking for bikes is helpful.	-96.34683303	30.61971687
61	Grass would be nice here. Or turf so it's more in line with surroundings	-96.34660978	30.62007258
62	No bike or scooter lanes.	0	0
63	Mature trees should be kept whenever possible.	-96.34666995	30.61940664
64	Love these boxes and the fact they are set back NOT in the middle of the pathway.	0	0
65	Another lost space that could connect.	-96.34635847	30.61901594
66	Trolley or Ride share stop	0	0
67	Would be nice to have some updates here in the pavilion.	-96.34664044	30.61826856
68	Pink Street Dominican Republic possibility	0	0

69	Disappointing these businesses are not abiding by the transparency rules. Several on both sides of this bike ped mall ignore transparency.	-96.34611558	30.61872005
70	Change bike rack location/orientations.	0	0
71	Busy	0	0
72	Adds a lot of character for the walkway. Good for pedestrians during the day and night. Lighting is good at night -	-96.34586072	30.61864677
73	We need more of this! Great transparency and an option for food not only drink.	-96.34580706	30.61858485
74	Students travel this street in bulk. Can a barrier be placed to protect and divide the traffic from the sidewalk	-96.23217118	30.51451081
75	Dedicated bike lanes are great	-96.34564985	30.61679985
76	Move bike rack from pedestrian path	-96.23324245	30.51408903
77	How is the lighting here in the alley	-96.23255384	30.5142548
78	Will the wall ever be extended to the end of university and college Main ?	-96.34562258	30.61827162
79	Sidewalk connectivity	-96.23299952	30.51397398
80	Dangerous still for peds.	-96.34561859	30.61818635
81	City should encourage small out parcels to assemble with larger projects during planning & acquisition phase of large projects.	-96.33598612	30.61530602
82	Pedestrian improvement	0	0
83	Preserving this? How do we do it? We should do it.	-96.34601137	30.61819552
84	Improved destination like pink Street Instagramable backdrops	0	0
85	Love bottle cap ally. Would love to see more caps -and sign on this side as well	0	0
86	Important feature. Should we do more to interpret it?	-96.34617118	30.61786679
87	Impeding the sidewalks	-96.23299952	30.51397398
88	Dangerous	-96.34589508	30.61780365
89	Help Assistance Station	-96.2326431	30.51361391
90	Train or trolley track possibility	0	0
91	Several of the tree wells need to be widened	0	0
92	This picture could be a good representation of a development of a property in Northgate Small Area Plan.	-96.34430434	30.61967447
93	Other potential path for train or trolley path	0	0
94	Ugly	0	0
95	A couple of trees missing	0	0
96	No sidewalk	0	0
97	Need improvement or revitalization	0	0
98	Nice but narrow	0	0

99	Consider digital to be more dynamic and conspicuous	0	0
100	Do more of these protected sidewalks!	0	0
101	Nice plaza	0	0
102	Very dangerous pedestrian transition.	0	0
103	This could be an additional location in Northgate where tourists and locals would go to as "landmark".	0	0
104	Transit service. Nice bus.	0	0
105	Best tour guides!!!	0	0
106	Consider one-way pair SB for vehicles that pair with Tauber NB one-way. This will provide improved pedestrian/micromobility access, and still allow parking at Texas A&M. Texas A&M should close campus access to non-campus vehicles at New St. This will reduce pass through traffic while still providing access to parking and drop off and pickup while encouraging a mode shift. This also allows more area for a grade separation for pedestrians/micromobility should one be pursued.	-96.34685731	30.6181277
107	Consider places to create pedestrian and micromobility only boulevard to reduce needs on adjacent streets like this street that is not critical to vehicle traffic.	-96.34694538	30.61798454
108	Safety and ease of use. New side walks needed along College Main in front of parking garage. And durable landscaping.	-96.34719419	30.61816567
109	Move furniture to the edge of the ROW if not on the adjacent property and only place trees in green space and move to awnings for shade. This will reduce maintenance while increasing walking space for a minimal cost and potentially avoid reducing parking.	-96.34693016	30.61808701
110	Good bike lanes on Nagle. Need sidewalk on East side.	0	0
111	Sidewalk stops and need more signage on other places for parking.	0	0
112	Vibrant and communal area	0	0
113	Existing area that is highly utilized and should be handled extremely cautiously	0	0
114	Rethinking and revitalizing needed	0	0
115	Attention or demolition needed	0	0
116	A better way than the oversized planters in promenade	0	0
117	Opportunity for "little Italy" style lighting for function, safety and aesthetic	0	0
118	Although I neglected to take a better pic, the promenade style area between the garage and North 12 complex is ripe for events, farmer market etc. It needs some TLC, but has good bones with an urban "between buildings" feel	0	0
119	Improved cross walk. Flashing lights on the sign would help people understand that they are supposed to stop for pedestrians. There are a hundred babies and toddlers and preschoolers that cross here twice a day.	0	0
120	These arch elements are really cool.	0	0
121	The provisions delivery system needs to be fixed. Staff were correct.	0	0

122	Statues capturing Aggie traditions and telling the Aggie story are incredibly powerful. When people visit they pose an opportunity to tell the Aggie story. Lots of traditions. A statue for the top 12 along a walking tour?	0	0
123	Apparently people get group photos under this all the time. Everyone agreed.	0	0
124	Really nice area, but the dumpsters ruined it.	0	0
125	Need more artificial turf all over the place. Obviously we are not maintaining the grounds. Pretty embarrassing in places. Sorry to say. Just calling it straight. This is a private development pic as an example of what works down here. Apparently this housing development is highly sought after by not students, but young urban pros. They don't understand why there's not more.	0	0
126	Young urban pros love this place and want more like it. Highly sought after.	0	0
127	City parking garage is incredible asset. Just too expensive I'm told. Replacement cost today astronomical. Great structure. Artificial turf over these beds. They are embarrassing. Sorry just calling it straight. Park benches too would transform this space.	0	0
128	Beds in front of city parking garage are atrocious. Need artificial turf and park benches and call it a day. Vast improvement for little money, relatively. Respectfully Yancy '95	0	0
129	These arches are really nice. I'd deploy them everywhere.	0	0
130	College Main promenade is a really cool space. Traversed heavily. Strange it hasn't been developed. Niche small grocery store location or food court? Weird it's stuck in stasis here. Why?	0	0
131	This works, albeit none too delicate. Without this it's flat unsafe. Found myself surprised and relieved there haven't been more vehicle pedestrian accidents while walking it. Traffic whizzing by at speed.	0	0
132	This is actually a really cool space with little investment, relatively. Maintenance on these is terrible. Sends wrong message.	0	0
133	Need a sidewalk here	0	0
134	This is actually a nice gathering space, but it's not been maintained. Column bases are rusted out, tree planter boxes have broken masonry as tree roots have shifted their bases. We really send a message by not maintaining this area. The message is we don't care all that much about this public space. I realize we are trying to determine what's next and so why spend the money- but it looks like no real effort has been put into it for years.	0	0

APPENDIX C:

PLANNING CHARRETTE WORKSHOP

OVERVIEW

On April 15, 2025, the Stakeholder Committee Meeting brought together approximately 30 participants for a collaborative, charrette-style exercise focused on developing planning concepts for the Northgate Entertainment District. The group included 18 members of the Northgate Stakeholder Committee, along with 12 Texas A&M students who attended for class credit. Participants were divided into six groups, each facilitated by a city staff member. Three of the groups were composed entirely of committee members and two consisted of university students.

CHARRETTE INSTRUCTIONS

The workshop consisted of two activities. Each group received a set of instructions to guide them in creating maps that reflected their planning priorities for historic preservation, neighborhood character, height restrictions, and visual corridors.

Activity 1: Preserve Northgate's Character

Color Codes:

- Green: Preservation areas
- Blue: Important landmarks or icons
- Purple: Public art/events or character-defining features

Instructions:

1. Define Character Preservation - When we talk about "Northgate character" or "historic preservation," what does that mean to you?
2. Draw or shade the area(s) on the map that you believe should be preserved for their unique character or historical/cultural significance.
3. Use sticky notes or write directly on the map to answer the following questions:
 - a. Which buildings or locations are iconic or historically significant to you?
 - b. What features, styles, or materials define "Northgate character" (e.g., signage, brickwork, neon, awnings)?
 - c. What is something in Northgate you hope never changes, and why?
 - d. What kinds of public art, traditions, or events feel authentically Northgate?
 - e. Are there any businesses, developments, or styles that feel out of place?

Activity 2: Managing Building Height and Visual Corridors

Color Codes:

- Red: Height-restricted zones
- Orange: Visual corridors or protected views
- Brown: Land Uses
- Black: Streets and Sidewalks

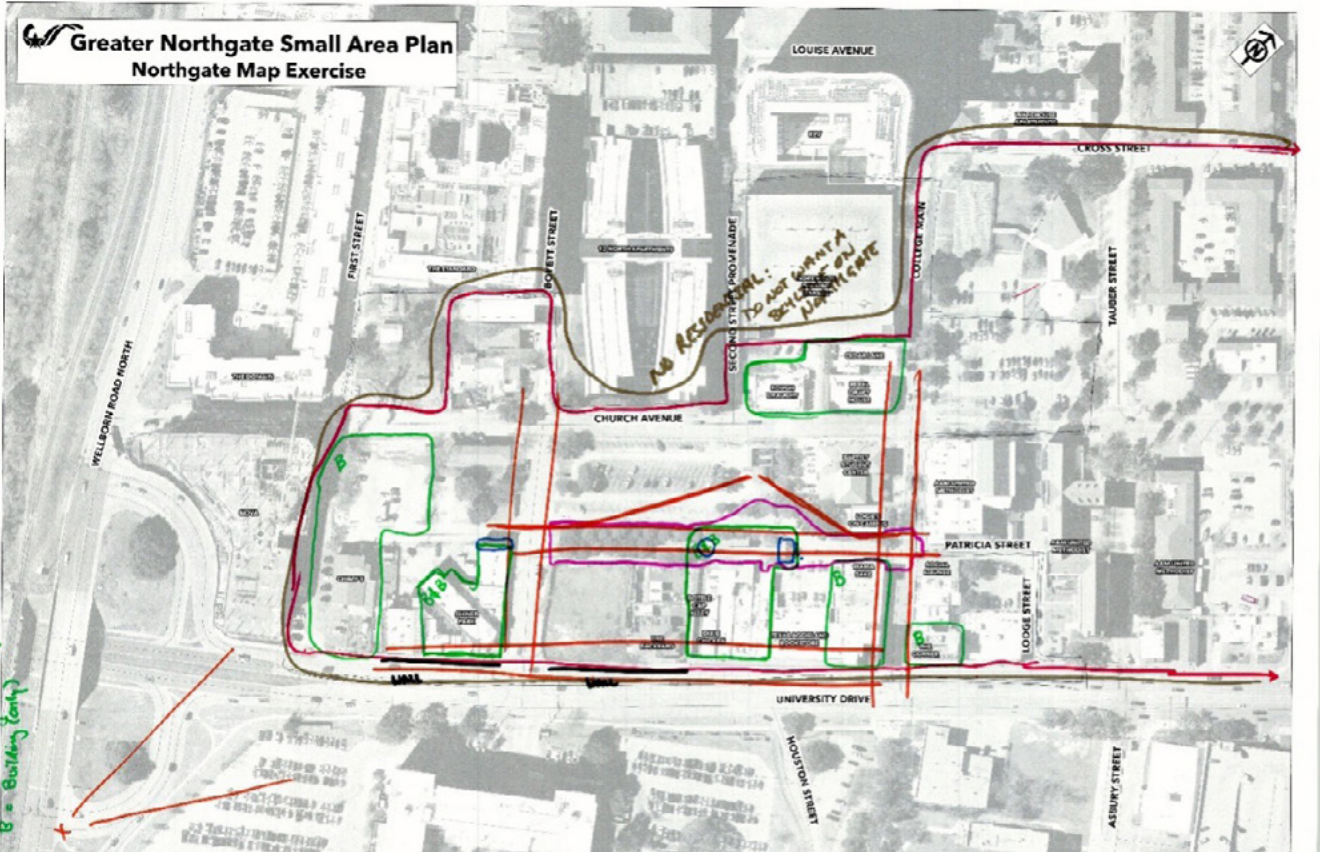


Figure 4. Group 4, Texas A&M University Students

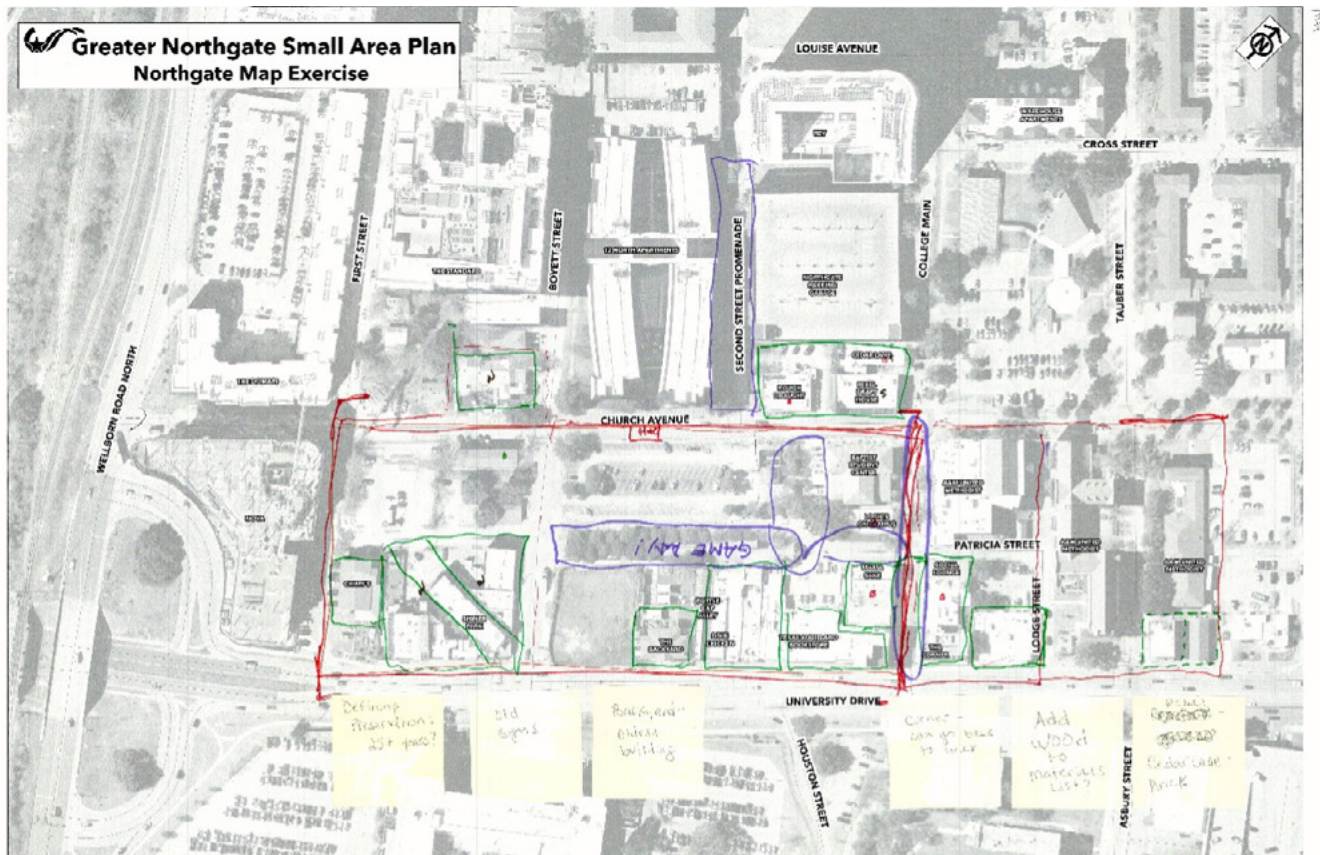


Figure 5. Group 5, Stakeholder Committee Members

June 25, 2026

Item No. 9.1.

Public Utility Easement Abandonment - 1902 Pebble Bend Dr

Sponsor: Cole Gabelman, Graduate Engineer I

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning a 0.016 acre portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 3, Block 9 of the Pebble Creek Subdivision Phase 11B, generally located at 1902 Pebble Bend Drive, according to the plat recorded in Volume 20029, Page 189 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 abandonment of a 10 ft portion of the 20 ft public utility easement is being requested by the applicant due to a desire to construct a swimming pool in the rear of the property where the easement is located. The 20 ft easement was originally dedicated as a plating requirement and is currently vacant. The easement requested for abandonment abuts Lick Creek floodplain. A 10 ft public utility easement will remain on the rear property line.

The public utility easement is located along the rear lot lines of all lots in Block 9 of the Pebble Creek Phase 11B Subdivision.

Budget & Financial Summary: N/A

Attachments:

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



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

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

1902 Pebble Bend Dr, College Station, TX 77845 Legal Description: Lot Three (3), Block Nine (9), Pebble Creek Phase 11B, City of College Station, according to the plat recorded in Volume 20029, Page 189, Official Records, Brazos County, Texas


APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Alex Contreras E-mail alex@sunshinefunpools.com
 Street Address 4200 Texas 6 Frontage Rd
 City College Station State TX Zip Code 77845
 Phone Number 979-690-3343 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Pitman Custom Homes LP E-mail _____ Street Address: _____
2130 Harvey Mitchell Pkwy S #11900 City _____
College Station State _____ Zip _____ Code 77845
 Phone Number 979-574-2751 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.


 Signature and title SALES/DESIGN

5/12/2026
 Date

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

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name _____ E-mail _____
 Street Address _____
 City _____ State _____ Zip Code _____
 Reason consent was not obtained:

If objecting, points of objection:

Name _____ E-mail _____
 Street Address _____
 City _____ State _____ Zip Code _____
 Reason consent was not obtained:

If objecting, points of objection:

Name _____ E-mail _____
 Street Address _____
 City _____ State _____ Zip Code _____
 Reason consent was not obtained:

If objecting, points of objection:

- 7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

Majority of utilities run through the 10' P. U. E. located at the front of the property. Only 10' of the 20' easement is sought to be abandoned
- 8. That there is no current public need or use for the easement or right-of-way because:

Majority of utilities run through the 10' P. U. E. located at the front of the property. Only 10' of the 20' easement is sought to be abandoned
- 9. That there is no anticipated future public need or use for the easement or right-of-way because:

Majority of utilities run through the 10' P. U. E. located at the front of the property. Only 10' of the 20' easement is sought to be abandoned
- 10. That all public utilities have access to serve current and future customers because:

Majority of utilities run through the 10' P. U. E. located at the front of the property. Only 10' of the 20' easement is sought to be abandoned
- 11. Such public right-of-way/easement has been and is being used as follows:

Easement currently not in use. 10' of the easement will be used to build an in-ground swimming pool

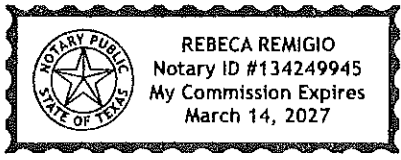
I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Alan H... SALES/DESIGN
 Signature and title

5/13/2026
 Date

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
 COUNTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 13th day of May, 2026 by REBECA REMIGIO.



[Signature]
 Notary Public in and for
 the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 1

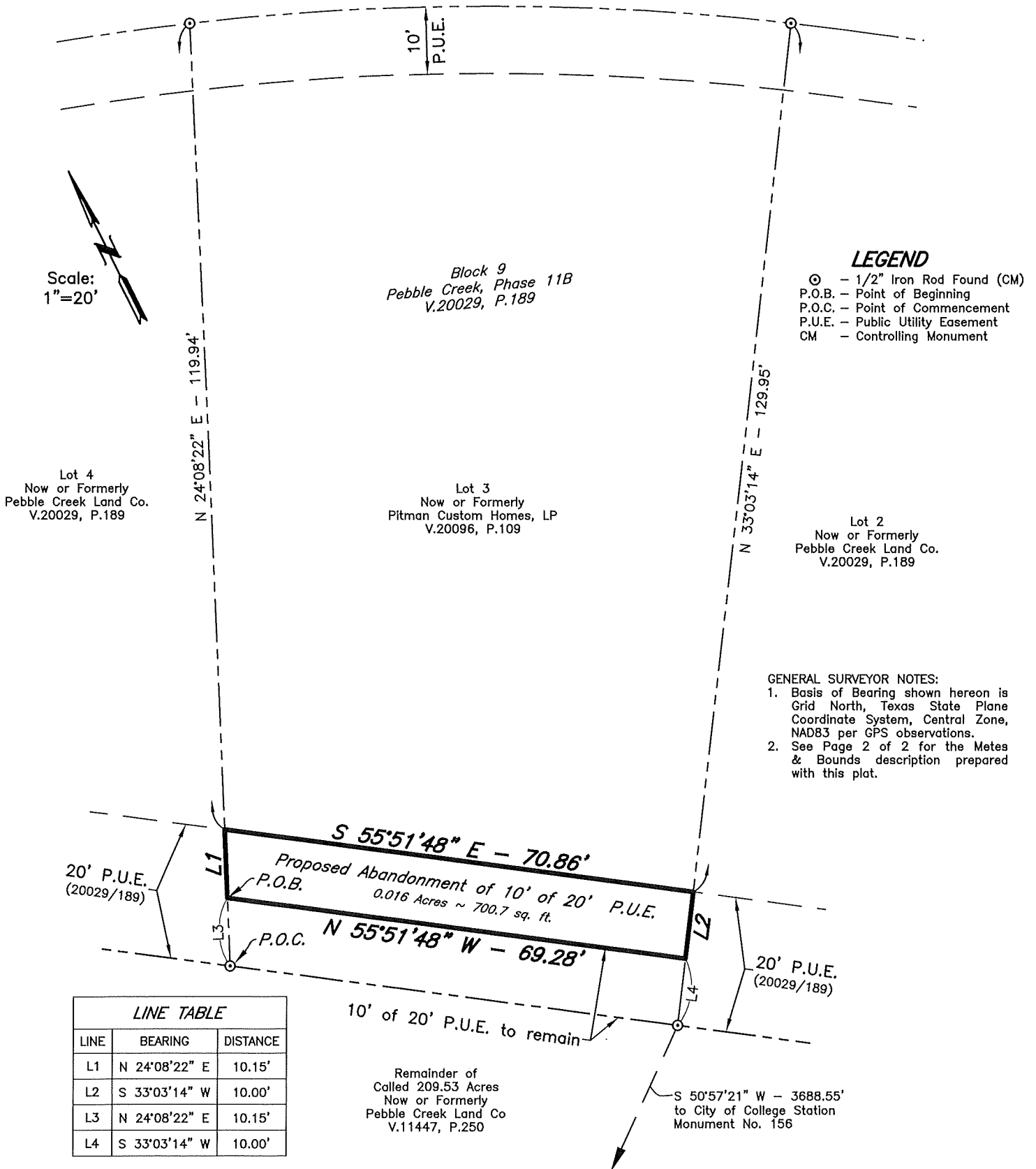
Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

**Proposed Partial Public Utility
 Easement Abandonment
 0.016 Acres**

Pebble Bend Drive
 50' R.O.W. ~ 27' Conc. Pvmnt.
 V.20029, P.189

Exhibit A



FIELD NOTES
PROPOSED PARTIAL PUBLIC UTILITY EASEMENT ABANDONMENT
0.016 ACRES

Being all that certain tract, parcel or easement of land lying and being situated in the S.W. ROBERTSON LEAGUE, Abstract No. 202, in College Station, Brazos County, Texas and being 10-foot of a 20-foot wide platted Public Utility Easement and being upon, over and across Lot 3, Block 9, PEBBLE CREEK, PHASE 11B according to the Final Plat recorded in Volume 20029, Page 189 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.), said Lot 3, Block 9 being further described in the deed from Pebble Creek Land Company to Pitman Custom Homes, LP recorded in Volume 20096, Page 109 (O.P.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the southwest corner of said Lot 3, Block 9, said iron rod also marking the southeast corner of Lot 4, Block 9 of said PEBBLE CREEK, PHASE 11B and being in the north line of the remainder of a called 209.53 acre Pebble Creek Land Co tract recorded in Volume 11447, Page 250 (O.P.R.B.C.);

THENCE: N 24° 08' 22" E along the common line of said Lots 3 and 4, Block 9 for a distance of 10.15 feet to a point for the southwest corner of this herein described parcel and the POINT OF BEGINNING;

THENCE: N 24° 08' 22" E along the common line of this parcel and said Lot 4, Block 9 for a distance of 10.15 feet to a point for the northwest corner of this parcel, from whence a found 1/2-inch iron rod marking the northwest corner of said Lot 3, Block 9 bears N 24° 08' 22" E at a distance of 119.94 feet for reference;

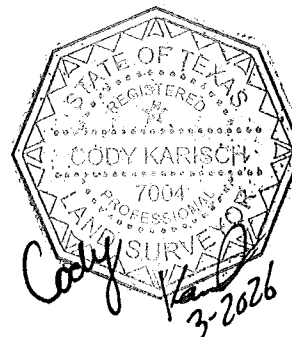
THENCE: S 55° 51' 48" E into and through said Lot 3, Block 9 for a distance of 70.86 feet to a point for the northeast corner of this herein described parcel, said point also being in the west line of Lot 2, Block 9 of said PEBBLE CREEK, PHASE 11B, from whence a found 1/2-inch iron rod marking the northeast corner of said Lot 3, Block 9 bears N 33° 03' 14" E at a distance of 129.95 feet for reference;

THENCE: S 33° 03' 14" W along the common line of this parcel and said Lot 2, Block 9 for a distance of 10.00 feet to a point for the southeast corner of this parcel, from whence a found 1/2-inch iron rod marking the southeast corner of said Lot 3, Block 9 and the southwest corner of said Lot 2, Block 9 bears S 33° 03' 14" W at a distance of 10.00 feet for reference;

THENCE: N 55° 51' 48" W into and through said Lot 3, Block 9 for a distance of 69.28 feet to the POINT OF BEGINNING and containing 0.016 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on March, 2026.

See survey plat on Page 1 of 2
for additional information

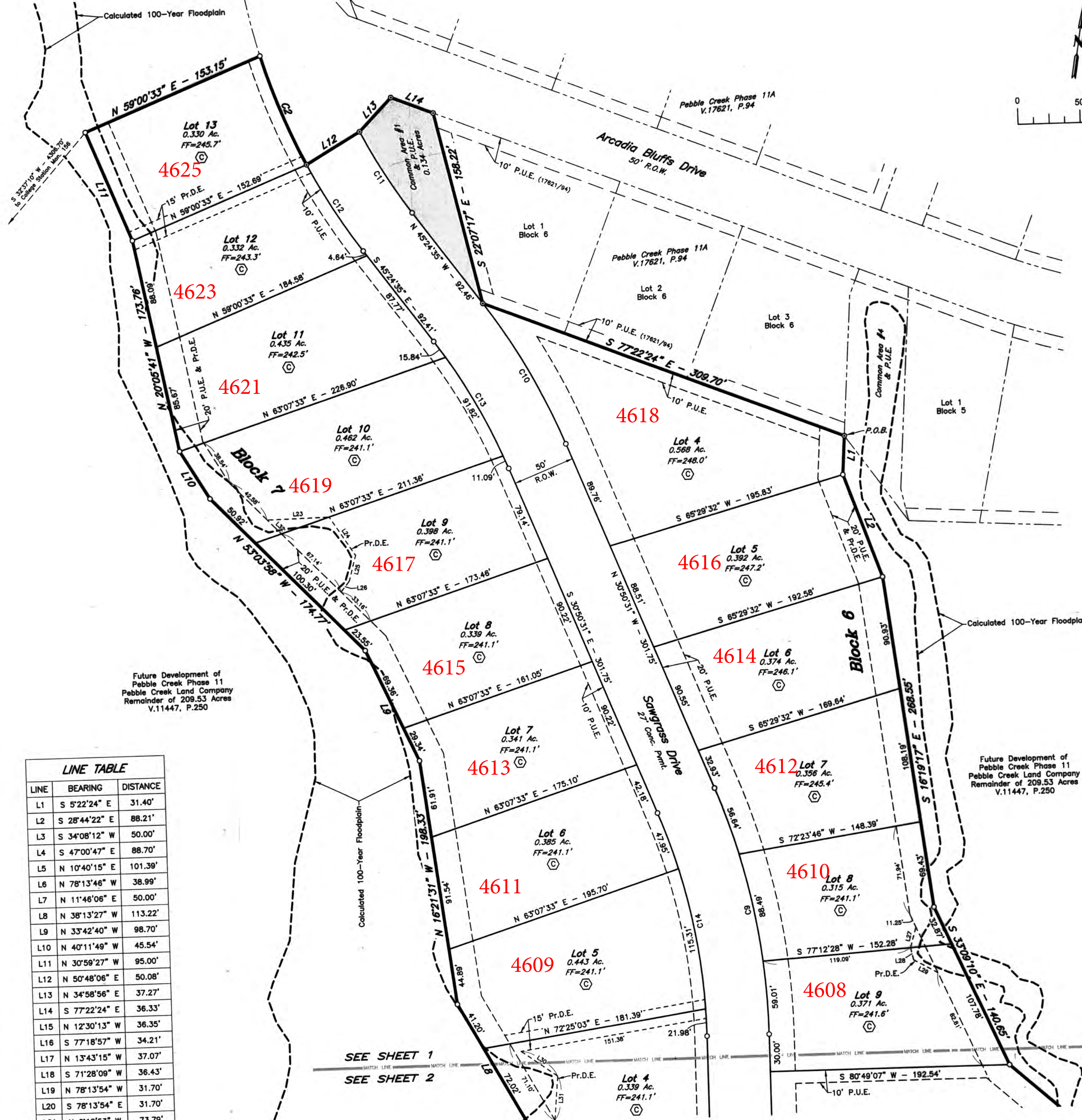


Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

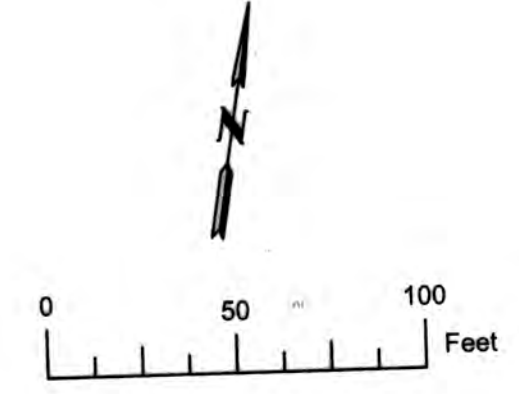
EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	8°06'05"	450.00'	63.63'	31.87'	N 51°48'46" W	63.57'
C2	10°41'18"	510.00'	95.14'	47.71'	S 30°42'48" E	95.00'
C3	7°38'06"	505.00'	67.29'	33.70'	N 29°37'12" E	67.24'
C4	54°04'14"	50.00'	47.19'	25.52'	S 48°50'16" W	45.45'
C5	27°40'06"	60.00'	285.54'	-57.27'	N 80°27'40" W	82.85'
C6	35°42'14"	50.00'	31.16'	16.10'	S 1°03'24" W	30.66'
C7	10°00'45"	455.00'	79.51'	39.86'	N 8°23'06" E	175.05'
C8	35°07'59"	290.00'	177.82'	91.81'	N 20°00'42" W	202.93'
C9	21°39'37"	540.00'	204.14'	103.31'	N 20°00'42" W	131.11'
C10	14°34'04"	517.04'	131.46'	66.09'	N 38°07'33" W	77.74'
C11	9°41'40"	460.00'	77.83'	39.01'	N 40°33'45" W	77.74'
C12	9°21'28"	510.00'	83.30'	41.74'	S 40°44'10" E	83.20'
C13	14°34'04"	467.04'	118.75'	59.70'	S 20°00'42" E	184.14'
C14	21°39'37"	490.00'	185.24'	93.74'	S 20°00'42" E	118.43'
C15	34°25'58"	240.00'	144.23'	74.37'	S 8°02'05" W	142.07'
C16	11°20'30"	450.00'	89.08'	44.68'	S 67°02'51" E	155.17'
C17	22°22'06"	400.00'	156.16'	79.09'	S 67°02'51" E	155.17'
C18	40°20'58"	314.84'	221.72'	115.68'	N 10°59'36" E	217.17'



- GENERAL NOTES**
- ORIGIN OF BEARING SYSTEM: Bearings are Texas State Plane, Central Zone, NAD83 datum, based on the 1994 City of College Station GPS Control Monument No. 256 and No. 156 (S 38°16'03" E).
 - According to the Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Number 48041C0350E, Map Revised May 16, 2012, and existing ground contours, a portion of this property is located in the Special Flood Hazard Area.
 - The building setback requirements are established by the City of College Station Unified Development Ordinance.
 - All distances shown along curves are arc lengths.
 - Monumentation: Unless otherwise indicated, all lot corners are marked with 1/2" Iron Rods.
 - ⊙ - Indicates 1/2" Iron Rod Found (CM)
 - - Indicates 1/2" Iron Rod Set
 - Abbreviation:
 - P.O.B. - Point of Beginning
 - Pr.D.E. - Private Drainage Easement
 - P.U.E. - Public Utility Easement
 - CM - Controlling Monument
 - FF - Finish Floor Elevation
 - The maintenance of the Private Drainage Easements will be the responsibility of the lot owners and enforced by the HOA. Fences, grading, structures, and landscaping cannot impede or block the flow of water in the Private Drainage Easements.
 - No modification of floodway is allowed including fill, landscaping or fencing.
 - No fill is to be placed within the existing pond.
 - Common Area to be owned and maintained by the Homeowners' Association.
 - Per Unified Development Ordinance Sec. 8.3.W.3.d, Single Family Residential Parking requirements are being met with 70' wide lot minimum.
 - Current Zoning: RS-Suburban Restricted.
 - Acresages:
 - Average Lot Size: 0.402 Ac.
 - ROW Dedication: 2.491 Ac.
 - Common Area: 1.129 Ac.
 - The Parkland Dedication for 3,630 dwelling units was made on Feb. 8, 1988 in accordance with the Special Warranty Deed of Parkland to the City of College Station recorded in Volume 1029, Page 13.
 - Any lots with greater than 2' of fill will be required to provide proof of compaction to 95% of ASTM D698 or the structures shall be designed with an engineered slab.
 - Maximum Impervious Cover for individual lots is 50%.
 - Lot grading shall comply with Lot Grading Ordinance approved June 23, 2023.

- LOT GRADING TYPE**
- (A) LOT GRADING TYPE A
 - (B) LOT GRADING TYPE B
 - (C) LOT GRADING TYPE C
18. Per Title Commitment of No. M2796, this tract is subject to the following easements:
- Easement executed by J.E. Marsh, et ux to the City of Bryan, dated August 27, 1941, recorded in Volume 98, Page 83, Official Records of Brazos County, Texas. (Blanket)
 - Utility Easement executed by Young Brothers, Inc. to the City of College Station, Texas, dated May 10, 1991, recorded in Volume 1257, Page 310, Official Records of Brazos County, Texas. (Not located on subject tract)
 - Utility Easement executed by Young Brothers, Inc. to the City of College Station, Texas, dated May 13, 1991, recorded in Volume 1262, Page 63, Official Records of Brazos County, Texas. (Not located on subject tract)
 - Utility Easement executed by Young Brothers, Inc. to the City of College Station, dated July 15, 1991, recorded in Volume 1296, Page 266, Official Records of Brazos County, Texas. (Not located on subject tract)
 - Utility Easement executed by Young Brothers, Inc. to the City of College Station, dated August 27, 1991, recorded in Volume 1330, Page 300, Official Records of Brazos County, Texas. (Not located on subject tract)
 - Correction Utility Easement executed by Young Brothers, Inc. to the City of College Station, dated February 25, 1993, recorded in Volume 1730, Page 341, Official Records of Brazos County, Texas. (Not located on subject tract)
 - Utility Easement executed by Pebble Creek Development Company to the City of College Station, dated August 27, 1991, recorded in Volume 1257, Page 310, Official Records of Brazos County, Texas. (Not located on subject tract)
 - Easement executed by Young Brothers, Inc. to Fergusson-Burleson County Gas Gathering System, dated May 4, 1992, recorded in Volume 1257, Page 310, Official Records of Brazos County, Texas. (Not located on subject tract)
 - Utility Easement executed by Pebble Creek Development Company to the City of College Station, Texas, dated January 24, 1994, recorded in Volume 2029, Page 51, Official Records of Brazos County, Texas. (Not located on subject tract)
 - Utility Easement executed by Pebble Creek Development Company to the City of College Station, Texas, dated January 18, 1995, recorded in Volume 2281, Page 37, Official Records of Brazos County, Texas. (Not located on subject tract)
 - Utility Easement executed by Pebble Creek Development Company to the City of College Station, Texas, dated August 28, 1999, recorded in Volume 3591, Page 28, Official Records of Brazos County, Texas. (Not located on subject tract)
 - Utility Easement executed by Pebble Creek Country Club, Inc. to the City of College Station, Texas, dated August 26, 1999, recorded in Volume 3591, Page 33, Official Records of Brazos County, Texas. (Not located on subject tract)
 - Utility Easement executed by Pebble Creek Land Company to the City of College Station, Texas, dated April 8, 2019, recorded in Volume 15249, Page 104, Official Records of Brazos County, Texas. (Not located on subject tract)
 - Temporary Construction Easement executed by Pebble Creek Land Company to the City of College Station, Texas, dated April 8, 2019, recorded in Volume 15249, Page 114, Official Records of Brazos County, Texas. (Not located on subject tract)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 5°22'24" E	31.40'
L2	S 28°44'22" E	88.21'
L3	S 34°08'12" W	50.00'
L4	S 47°00'47" E	88.70'
L5	N 10°40'15" E	101.39'
L6	N 78°13'48" W	38.99'
L7	N 11°46'08" E	50.00'
L8	N 38°13'27" W	113.22'
L9	N 33°42'40" W	98.70'
L10	N 40°11'49" W	45.54'
L11	N 30°59'27" W	95.00'
L12	N 50°48'06" E	50.08'
L13	N 34°58'56" E	37.27'
L14	S 77°22'24" E	36.33'
L15	N 12°30'13" W	36.35'
L16	S 77°18'57" W	34.21'
L17	N 13°43'15" W	37.07'
L18	S 71°28'09" W	36.43'
L19	N 78°13'54" W	31.70'
L20	S 78°13'54" E	31.70'
L21	N 9°10'53" W	73.79'
L22	N 75°20'57" E	28.59'
L23	S 79°49'46" W	49.72'
L24	S 41°58'13" E	37.73'
L25	S 6°15'04" W	21.22'
L26	S 29°48'18" W	11.00'
L27	N 7°17'57" E	17.12'
L28	S 21°39'55" E	10.08'
L29	S 69°35'15" E	22.08'
L30	S 63°45'29" E	35.43'
L31	S 4°02'20" E	35.49'
L32	S 53°03'58" E	15.93'

SEE SHEET 1
SEE SHEET 2

SEE SHEET 1
SEE SHEET 2

FINAL PLAT

PEBBLE CREEK PHASE 11B

16.473 ACRES

LOTS 4-11, BLOCK 6 LOTS 1-13, BLOCK 7
LOTS 1-7, BLOCK 8 LOTS 1-4, BLOCK 9
AND 4 H.O.A. COMMON AREAS (1.129 AC.)

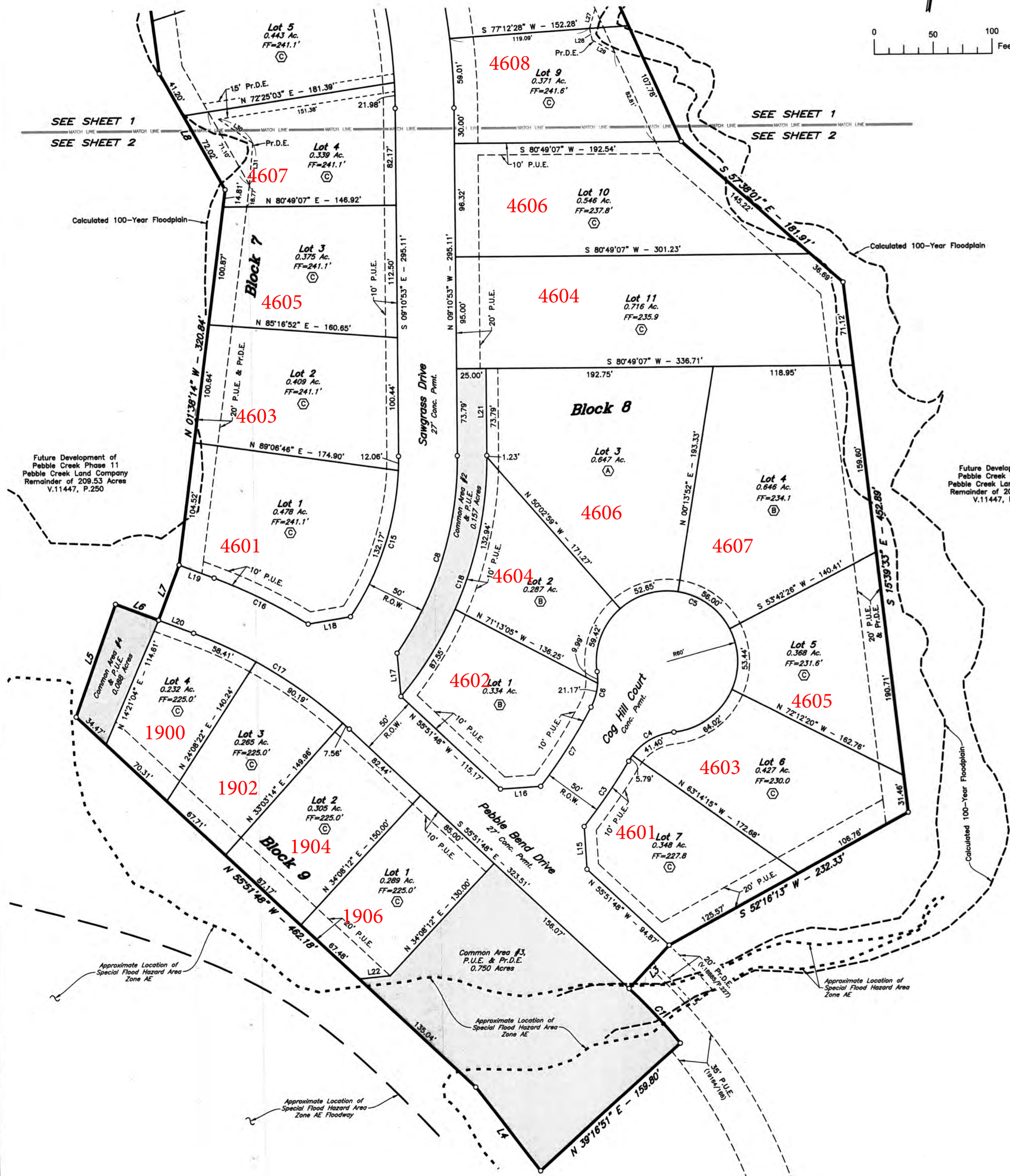
COLLEGE STATION, BRAZOS COUNTY, TEXAS
S.W. ROBERTSON LEAGUE, A-202
DECEMBER, 2023
SCALE: 1"=50'

Owner: Pebble Creek Land Co.
1008 Woodcreek Dr., Suite 103
College Station, TX 77845
979-690-0992

Surveyor: McClure & Browne Engineering/Surveying, Inc.
1008 Woodcreek Dr., Suite 103
College Station, TX 77845
(979) 693-3838

Texas Firm Registration No. 10103300
MB

1
OF 2 SHEETS



FIELD NOTES

Being all that certain tract or parcel of land lying and being situated in the S.W. ROBERTSON LEAGUE, Abstract No. 202, in College Station, Brazos County, Texas and being part of the called 209.53 acre Tract 1-B described in the deed from Pebble Creek Land Development Company to Pebble Creek Land Company recorded in Volume 11447, Page 250 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the northeast corner of this herein described tract, said iron rod also marking the southwest corner of the called 0.170 acre Common Area #4, PEBBLE CREEK, PHASE 11A according to the final plat recorded in Volume 17821, Page 94 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.) and the southeast corner of Lot 3, Block 6 of said PEBBLE CREEK, PHASE 11A;

THENCE: into the interior of the called 209.53 acre Tract 1-B for the following twenty-four (24) calls:

- 1) S 05° 22' 24" E for a distance of 31.40 feet to a 1/2-inch iron rod set for angle,
- 2) S 28° 44' 22" E for a distance of 88.21 feet to a 1/2-inch iron rod set for angle,
- 3) S 16° 19' 17" E for a distance of 288.55 feet to a 1/2-inch iron rod set for angle,
- 4) S 33° 09' 10" E for a distance of 140.65 feet to a 1/2-inch iron rod set for angle,
- 5) S 57° 38' 01" E for a distance of 181.91 feet to a 1/2-inch iron rod set for angle,
- 6) S 15° 39' 33" E for a distance of 452.89 feet to a 1/2-inch iron rod set for the east corner of this tract,
- 7) S 52° 16' 13" W for a distance of 232.33 feet to a 1/2-inch iron rod set for angle,
- 8) S 34° 08' 12" W for a distance of 50.00 feet to a 1/2-inch iron rod set for angle,
- 9) 63.63 feet along the arc of said curve having a central angle of 08° 06' 05", a radius of 450.00 feet, a tangent of 31.87 feet and long chord bearing S 51° 48' 46" E at a distance of 63.57 feet to a 1/2-inch iron rod set for an exterior corner of this tract,
- 10) S 39° 16' 51" W for a distance of 159.80 feet to a 1/2-inch iron rod set for the south corner of this herein described tract,
- 11) N 47° 00' 47" W for a distance of 88.70 feet to a 1/2-inch iron rod set for angle,
- 12) N 55° 51' 48" W for a distance of 462.18 feet to a 1/2-inch iron rod set for angle,
- 13) N 10° 40' 15" E for a distance of 101.39 feet to a 1/2-inch iron rod set for an exterior corner of this tract,
- 14) S 78° 13' 46" E for a distance of 38.99 feet to a 1/2-inch iron rod set for an interior corner of this tract,
- 15) N 11° 46' 08" E for a distance of 50.00 feet to a 1/2-inch iron rod set for angle,
- 16) N 01° 38' 14" W for a distance of 320.84 feet to a 1/2-inch iron rod set for angle,
- 17) N 38° 13' 27" W for a distance of 113.22 feet to a 1/2-inch iron rod set for angle,
- 18) N 16° 21' 31" W for a distance of 198.33 feet to a 1/2-inch iron rod set for angle,
- 19) N 33° 42' 40" W for a distance of 98.70 feet to a 1/2-inch iron rod set for angle,
- 20) N 53° 03' 58" W for a distance of 174.77 feet to a 1/2-inch iron rod set for angle,
- 21) N 40° 11' 48" W for a distance of 45.54 feet to a 1/2-inch iron rod set for angle,
- 22) N 20° 05' 41" W for a distance of 173.76 feet to a 1/2-inch iron rod set for angle,
- 23) N 30° 59' 27" W for a distance of 95.00 feet to a 1/2-inch iron rod set for the west corner of this tract, and
- 24) N 59° 00' 33" E for a distance of 153.15 feet to a 1/2-inch iron rod set for the north corner of this tract and the Point of Curvature of a curve to the left, said iron rod also being in the west right-of-way line of said Sawgrass Drive (based on an 80-foot width);

THENCE: along the west right-of-way line of said Sawgrass Drive and the south right-of-way line of Arcadia Bluffs Drive (based on a 50-foot width) for the following four (4) calls:

- 1) 95.14 feet along the arc of said curve having a central angle of 10° 41' 18", a radius of 510.00 feet, a tangent of 47.71 feet and long chord bearing S 30° 42' 46" E at a distance of 95.00 feet to a found 1/2-inch iron rod marking an interior corner of this tract,
- 2) N 50° 48' 08" E for a distance of 50.08 feet to a found 1/2-inch iron rod marking an angle corner,
- 3) N 34° 58' 56" E for a distance of 37.27 feet to a found 1/2-inch iron rod marking an angle corner, and
- 4) S 77° 22' 24" E for a distance of 36.33 feet to a found 1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the northwest corner of Lot 1, Block 6 of said PEBBLE CREEK, PHASE 11A;

THENCE: along the common line of this tract and PEBBLE CREEK, PHASE 11A for the following two (2) calls:

- 1) S 22° 07' 17" E for a distance of 158.22 feet to a found 1/2-inch iron rod marking an angle corner, and
- 2) S 77° 22' 24" E for a distance of 309.70 feet to the POINT OF BEGINNING and containing 16.473 acres of land.

CERTIFICATE OF THE COUNTY CLERK

Filed for Record
Official Public Records Of:
Brazos County Clerk
On: 8/7/2025 3:12:44 PM
In the PLAT Records
Doc Number: 2025-1564265
Volume #: Page 2029-189
Number of Pages: 2
Amount: 72.00
Order#: 21250807000104
By: JV



Karen McQueen
County Clerk
Brazos County, Texas

CERTIFICATE OF SURVEYOR AND/OR ENGINEER

STATE OF TEXAS
COUNTY OF BRAZOS
I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.
Gregory Hopcus
Gregory Hopcus, R.P.L.S. No. 6047



CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS
We, Pebble Creek Land Company, owners and developers of the land shown on this plat, and designated herein as the PEBBLE CREEK PHASE 11B Subdivision to the City of College Station, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever, all streets, alleys, parks, greenways, infrastructures, easements, and public places thereon shown for the purpose and consideration therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.
Owner: **[Signature]**

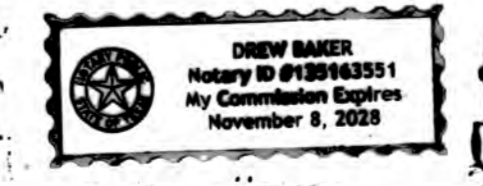
CERTIFICATE OF CITY ENGINEER

I, **Carol L. Conner**, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.
Carol L. Conner
City Engineer
City of College Station

STATE OF TEXAS

COUNTY OF BRAZOS
Before me, the undersigned authority, on this day personally appeared **Drew Baker**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.
Given under my hand and seal on this **18** day of **July**, 20**25**.

[Signature]
Notary Public, Brazos County, Texas



CERTIFICATE OF ADMINISTRATOR

I, **[Signature]**, Administrator of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the subdivision regulations of the City of College Station.
Administrator, City of College Station



VICINITY MAP

FINAL PLAT
PEBBLE CREEK PHASE 11B
16.473 ACRES
LOTS 4-11, BLOCK 6 LOTS 1-13, BLOCK 7
LOTS 1-7 BLOCK 8 LOTS 1-4, BLOCK 9
AND 4 H.O.A. COMMON AREAS (1.129 AC.)
COLLEGE STATION, BRAZOS COUNTY, TEXAS
S.W. ROBERTSON LEAGUE, A-202
DECEMBER, 2023
SCALE: 1"=30'

Owner: Pebble Creek Land Co.
4500 Pebble Creek Pkwy.
College Station, TX 77845
979-690-0992

Surveyor: **[Signature]** Texas Firm Registration No. 10103300
McClure & Browne Engineering/Surveying, Inc.
1008 Woodcreek Dr., Suite 103
College Station, TX 77845
(979) 893-3838

2
OF 2 SHEETS

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: 

Title: Engineer 3

FRONTIER

By: 

Title: Eng. Super

OPTIMUM

By: 

Title: Construction OPS LEAD

BRYAN TEXAS UTILITIES

By: 

Title: Div Mgr Eng & Sys Planning

WELLBORN SUD

By: 

Title: General Manager

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 1902 Pebble Bend Dr

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter

City Engineer
City of College Station

Brian Binford

Building Official
City of College Station

Anthony Armstrong

Zoning Official
City of College Station

James Bishop

Fire Marshal
City of College Station

William Glenn Garit

Electric Department
City of College Station

Joseph A. Williams

Water Services Department
City of College Station

Emily Fisher

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

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.

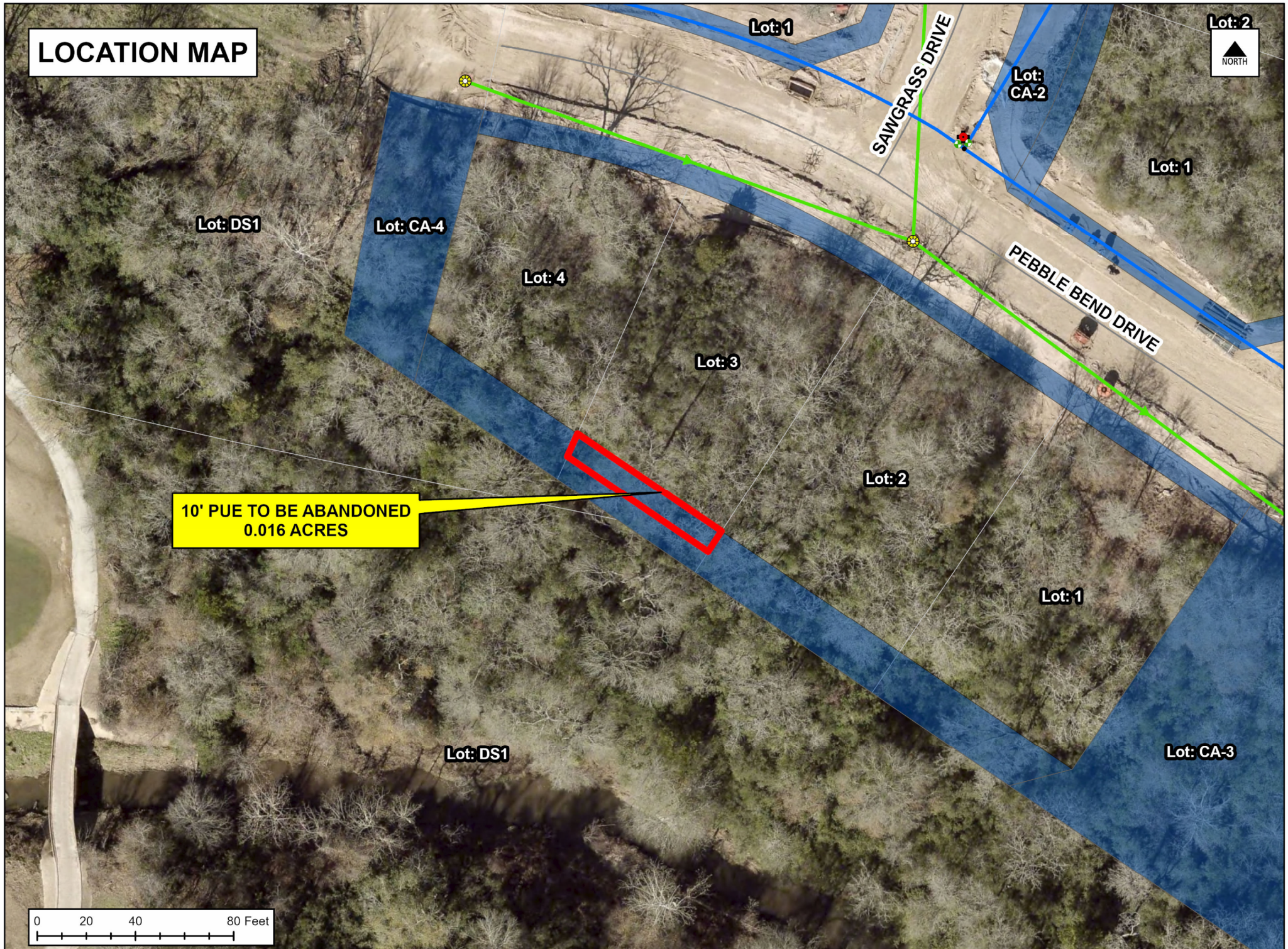
NAME: Stephen Culeasi
ADDRESS: 1900 Pebble Bend Dr
College Station TX 77845
Stephen Culeasi

NAME: Pebble Creek Land Company
ADDRESS: 1904 Pebble Bend Dr
College Station, TX 77845
[Signature]

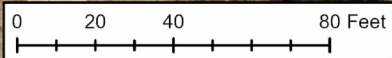
NAME: Pebble Creek Land Company
ADDRESS: 1906 Pebble Bend Dr
College Station, TX 77845
[Signature]

NAME: _____
ADDRESS: _____

LOCATION MAP



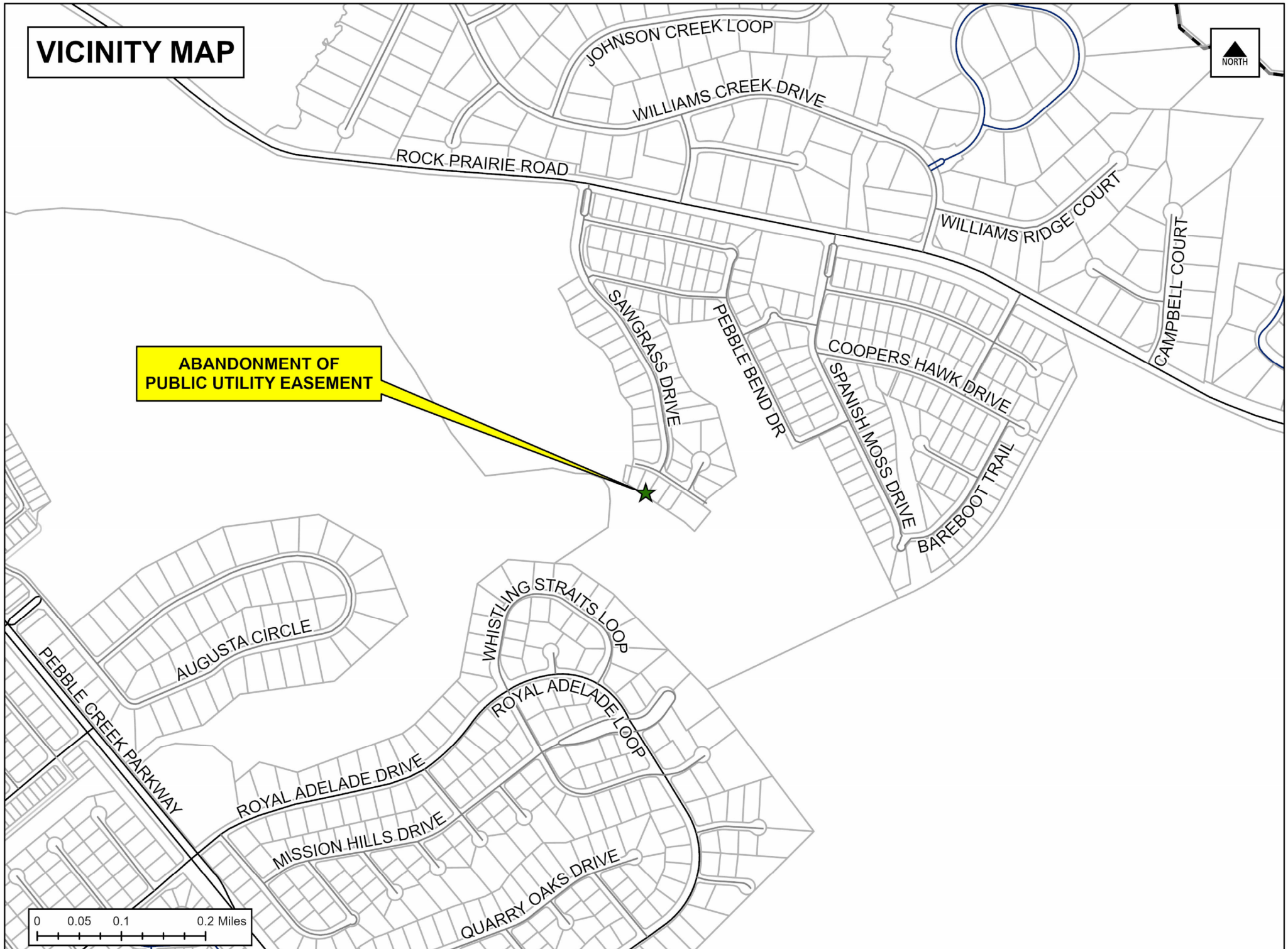
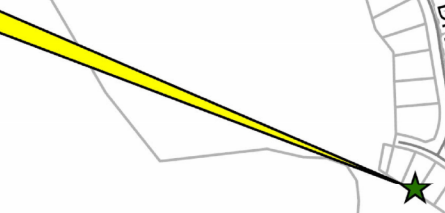
**10' PUE TO BE ABANDONED
0.016 ACRES**



VICINITY MAP



**ABANDONMENT OF
PUBLIC UTILITY EASEMENT**



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 0.016 ACRE PORTION OF THE 20-FT WIDTH PUBLIC UTILITY EASEMENT, SAID PORTION LYING ALONG LOT 3, BLOCK 9, OF PEBBLE CREEK PH 11B, ACCORDING TO THE PLAT RECORDED IN VOLUME 20029, PAGE 189 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 20-ft Width Public Utility Easement, said portion lying over, across, and upon Lot 3, Block 9, of the Pebble Creek PH 11B, according to the plat recorded in Volume 20029, Page 189, of the Official Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Easement”); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Easement.
3. There is no anticipated future public need or use for the Easement.
4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

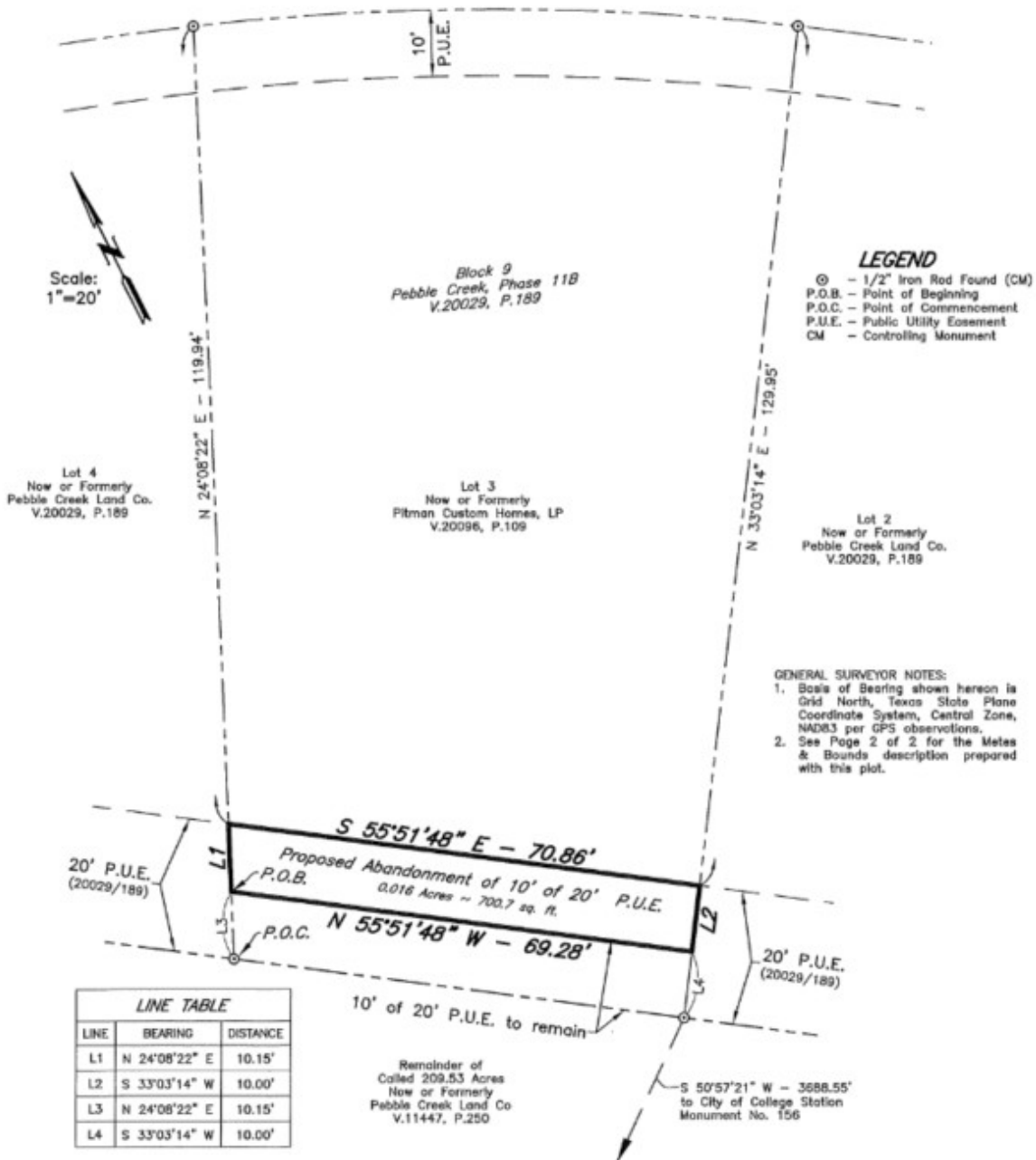
McCLURE & BROWNE ENGINEERING/SURVEYING, INC • 1008 Woodcreek Drive, Suite 103 • College Station, Texas 77845 • (979) 693-3838
 Lot 03 Block 09 Ph11-B-001-01 Texas Firm Registration No. 10103300

Page 1 of 2

**Proposed Partial Public Utility
 Easement Abandonment
 0.016 Acres**

**Pebble Bend Drive
 50' R.O.W. ~ 27' Conc. Pymt.
 V.20029, P.189**

Exhibit A



FIELD NOTES
PROPOSED PARTIAL PUBLIC UTILITY EASEMENT ABANDONMENT
0.016 ACRES

Being all that certain tract, parcel or easement of land lying and being situated in the S.W. ROBERTSON LEAGUE, Abstract No. 202, in College Station, Brazos County, Texas and being 10-foot of a 20-foot wide platted Public Utility Easement and being upon, over and across Lot 3, Block 9, PEBBLE CREEK, PHASE 11B according to the Final Plat recorded in Volume 20029, Page 189 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.), said Lot 3, Block 9 being further described in the deed from Pebble Creek Land Company to Pitman Custom Homes, LP recorded in Volume 20096, Page 109 (O.P.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the southwest corner of said Lot 3, Block 9, said iron rod also marking the southeast corner of Lot 4, Block 9 of said PEBBLE CREEK, PHASE 11B and being in the north line of the remainder of a called 209.53 acre Pebble Creek Land Co tract recorded in Volume 11447, Page 250 (O.P.R.B.C.);

THENCE: N 24° 08' 22" E along the common line of said Lots 3 and 4, Block 9 for a distance of 10.15 feet to a point for the southwest corner of this herein described parcel and the POINT OF BEGINNING;

THENCE: N 24° 08' 22" E along the common line of this parcel and said Lot 4, Block 9 for a distance of 10.15 feet to a point for the northwest corner of this parcel, from whence a found 1/2-inch iron rod marking the northwest corner of said Lot 3, Block 9 bears N 24° 08' 22" E at a distance of 119.94 feet for reference;

THENCE: S 55° 51' 48" E into and through said Lot 3, Block 9 for a distance of 70.86 feet to a point for the northeast corner of this herein described parcel, said point also being in the west line of Lot 2, Block 9 of said PEBBLE CREEK, PHASE 11B, from whence a found 1/2-inch iron rod marking the northeast corner of said Lot 3, Block 9 bears N 33° 03' 14" E at a distance of 129.95 feet for reference;

THENCE: S 33° 03' 14" W along the common line of this parcel and said Lot 2, Block 9 for a distance of 10.00 feet to a point for the southeast corner of this parcel, from whence a found 1/2-inch iron rod marking the southeast corner of said Lot 3, Block 9 and the southwest corner of said Lot 2, Block 9 bears S 33° 03' 14" W at a distance of 10.00 feet for reference;

THENCE: N 55° 51' 48" W into and through said Lot 3, Block 9 for a distance of 69.28 feet to the POINT OF BEGINNING and containing 0.016 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on March, 2026.

See survey plat on Page 1 of 2 for additional information



June 25, 2026

Item No. 10.1.

Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of June 26th thru July 9th:

June 26 - BCS Founders Night 2026
June 29 - Council Compensation and Benefits Committee Meeting
June 30 - Council Legislative Engagement Committee Meeting
July 1 - Legislative Affairs Committee Meeting
July 2 - Planning & Zoning Commission Meeting
July 3 - Independence Day | City Offices Closed
July 4 - I Heart America Fourth of July Celebration
July 6 - Historic Preservation Committee Meeting
July 6 - Special City Council Meeting
July 7 - Zoning Board of Adjustments Meeting
July 9 - Rock Prairie Management District No. 2
July 9 - Business After Hours - Mercedes Benz of CS
July 9 - City Council Meeting Day

Budget & Financial Summary: None.

Attachments:

None

June 25, 2026

Item No. 11.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BSWMA, 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