College Station, TX

Meeting Agenda
City Council - Amended
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#

July 23, 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.
c. Legal advice regarding the process to acquire property needed for the Rock Prairie Road East Widening Project.

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.
d. Funding agreement with Greater Brazos Partnership for services related to Plug and Play.
e. Economic development agreement with BCS Urban Living LLC for a property at the terminus of Castle Rock Parkway.

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

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

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

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation proclaiming July 23, 2026, as "Texas A&M Women's Tennis Day."
Sponsors: Colin Killian
Attachments: 1. 26 Texas A&M Women's Tennis 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:
- July 6, 2026 Special Meeting
- July 9, 2026 Council Meeting

Sponsors: Tanya Smith
Attachments: 1. SPM070626 DRAFT Minutes
2. CCM070926 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a Construction Manager at Risk contract amendment with Skanska USA Building Inc. for GMP #1 for Texas Independence Park at Midtown, in the amount of $6,852,842 plus the City's contingency in the amount of $200,000 for a total appropriation of $7,052,842. 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. TX Independence Park Overall Site Plan
2. Texas Independence Park GMP 1 Amendment

7.3. Presentation, discussion, and possible action on a lease agreement with Brannon Industrial Group, LLC for solid waste containers for an annual expenditure of $543,300.

Sponsors: Emily Fisher
Attachments: 1. 26300666--ADc (CC 7.23.26) SIGNED

7.4. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with United Site Solutions, LLC for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher
Attachments: 1. United Site Solutions - Franchise Agreement_VendorSigned

7.5. Presentation, discussion, and possible action on an Interlocal Agreement with Texas A&M University Health Science Center to conduct forensic interviews on behalf of the College Station Police Department.

Sponsors: Billy Couch
Attachments: 1. 26300654--KJ (CC 7.23.26)

7.6. Presentation, discussion, and possible action regarding a resolution to approve the FY 2027 (PY2026) Annual Action Plan and the FY 2027 Community Development Budget.

Sponsors: Raney Whitwell
Attachments: 1. Attachment 8 - Resolution Approving 2026-2027 Annual Action Plan and Budget
2. Attachment 7 Community Development Project Descriptions
3. Attachment 6 - Area Benefit Map
4. Attachment 5- 2026 Income Limits
5. Attachment 4 - 2025-2029 Community Development Goals

6. Attachment 3 - PY 2026 CDBG Public Service Funding
7. Attachment 2- PY 2026 Plan Development Process Summary
8. Attachment 1 -PY 2026 Proposed Community Development Budget
9. Annual Action Plan Public Comment Draft

7.7. Presentation, discussion, and possible action on a change order to the Design Contract with Colliers Engineering & Design for the Citywide Sidewalks and Shared-use paths Project in the amount of $64,988.

Sponsors: Melissa Thomas, Jennifer Cain

Attachments: 1. City-Wide Sidewalks Design CO

7.8. Presentation, discussion, and possible action on the approval of a change order to the professional service contract with Kimley-Horn and Associates, Inc., in the amount of $50,000, for the College Heights Utility Rehabilitation Project.

Sponsors: Melissa Thomas, Jennifer Cain

Attachments: 1. College Heights Utility Rehab Design CO

7.9. Presentation, discussion, and possible action on a design contract with Dunham Engineering, LLC for the Dowling Road Pump Station storage tanks recoating and disinfection improvements project, not to exceed $680,200.

Sponsors: Stephen Maldonado, Gary Mechler

Attachments: 1. Contract #26300651

7.10. Presentation, discussion, and possible action on a design contract with Freese and Nichols, Inc. for the Well 9 Rehabilitation Project not to exceed $497,270.

Sponsors: Stephen Maldonado, Gary Mechler

Attachments: 1. Contract #26300652

7.11. Presentation, discussion, and possible action on the fourth amendment to the lease agreement with CEO, Etc. increasing the use of City dark fiber optic cable.

Sponsors: Sam Rivera

Attachments: 1. 18300031 AMD 4

8. Workshop Agenda.

8.1. Presentation, discussion, and possible action regarding the Fiscal Year 2027 BVSWMA, Inc. budget.

Sponsors: Pete Caler

Attachments: 1. FYE2027 BVSWMA Budget

8.2. Presentation, discussion, and possible action regarding city use of Automated License Plate Readers.

Sponsors: Billy Couch

Attachments: None

8.3. Presentation, discussion, and possible action regarding strategic regional water utility collaboration and mutual support initiatives.

Sponsors: Gary Mechler

Attachments: None

8.4. Presentation, discussion, and possible action regarding Big 6 community branding signage.

Sponsors: Ross Brady

Attachments: None

9. Regular Agenda.

9.1. Public Hearing, presentation, discussion, and possible action on the City of College Station FY 2026-2027 Proposed Budget.

Sponsors: Mary Ellen Leonard

Attachments: None

9.2. Presentation, discussion, and possible action on an ordinance authorizing the issuance of certificates of obligation; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing an official statement and instruments and procedures relating to said certificates; and enacting other provisions relating to the subject.

Sponsors: Michael DeHaven

Attachments:
1. Ordinance (CO Series 2026) (ver 1)
2. July 23 Signature Pages

9.3. Presentation, discussion, and possible action on an ordinance authorizing the redemption of a portion of the City of College Station General Obligation Improvement & Refunding Bonds, Series 2014 and approving a related escrow agreement.

Sponsors: Michael DeHaven

Attachments:
1. Ordinance Redeeming Outstanding Bonds (COCS) (ver 1)
2. July 23 Signature Pages

9.4. Presentation, discussion, and possible action regarding a resolution of the City Council of the City of College Station, Texas, determining that Right of Way is needed and needs to be acquired from the landowner for the Rock Prairie East widening project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Sponsors: Jennifer Cain, Adam Falco

Attachments:
1. Resolution-Pompa w Exhibit A
2. Pompa Proposed ROW Map

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 July 17, 2026 at 10:00 a.m.

Tanya Smith

City Secretary

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

July 23, 2026
Item No. 5.1.
Proclamation: Texas A&M Women’s Tennis Day

Sponsor: Colin Killian, Communications and Marketing

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming July 23, 2026, as "Texas A&M Women’s Tennis Day."

Relationship to Strategic Goals:

Recommendation(s):

Summary: The Texas A&M women’s tennis team captured the 2026 NCAA National Championship, marking the program’s second national title overall — both coming in just the last three years — and securing their fourth appearance in the NCAA Championship finals

Budget & Financial Summary:

Attachments:
1. 26 Texas A&M Women’s Tennis Day

Proclamation

WHEREAS, the Texas A&M women's tennis team captured the 2026 NCAA National Championship, marking the program's second national title overall — both coming in just the last three years — and securing their fourth appearance in the NCAA Championship finals; and

WHEREAS, the Aggies earned their fifth straight SEC regular season crown, tying a conference record for consecutive titles, and placed Lucciana Perez, Mia Kupres, Lexington Reed, Violeta Martinez, and Daria Smetannikov on the NCAA Championship All-Tournament Team, with Smetannikov named the most valuable player in the NCAA Championship; and

WHEREAS, junior Lucciana Perez was named the ITA National Player of the Year and the SEC Player of the Year, received the prestigious Honda Sports Award for women's tennis, reached the No. 1 ITA singles ranking, and finished the season with a flawless 28-0 singles record to achieve the first-ever undefeated campaign in Texas A&M history; and

WHEREAS, Mia Kupres earned All-SEC Second Team honors and was named the ITA Texas Regional Senior Player of the Year, and the entire team represented the College Station community and Texas A&M with class, honor, and the highest degree of sportsmanship; and

WHEREAS, the members, staff and leadership of the championship team are Ilinca Amariei, Avery Esquivel, Mia Kupres, Violeta Martinez, Anna Perelman, Lucciana Perez, Lexington Reed, Daria Smetannikov, Tilde Stromquist, Mark Weaver (head coach), James Wilson (associate head coach), Tommy Mylnikov (assistant coach), Nic Hutcheson (dir. of operations), Trev Alberts (dir. of athletics), Kristy Williams (assistant AD/sport administrator), Kristi Mejias (senior woman admin.), Sho Arai (athletic trainer), Sofia Rodriguez (athletic trainer), Bo Hollan (strength & conditioning coach) and Mindy Phillips (academic services director).

NOW, THEREFORE, I, John P. Nichols, as Mayor of the City of College Station and on behalf of our community's residents and their City Council, do hereby recognize July 23, 2026, as

Texas A&M Women's Tennis Day

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas, this 23rd day of July 2026.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

July 23, 2026
Item No. 7.1.
July 6th & July 9th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• July 6, 2026 Special Meeting
• July 9, 2026 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. SPM070626 DRAFT Minutes
2. CCM070926 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JULY 6, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
John P. Nichols, Mayor

Council:
Mark Smith, Mayor ProTem
William Wright
David White
Melissa McIlhaney - absent
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 Special Meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 5:30 p.m. on Monday, July 6, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. SPECIAL ITEMS

2.1. Presentation, discussion, and possible action on the FY 2026-2027 Proposed Budget.

Mary Ellen Leonard, Director of Finance, discussed the FY27 budget which includes new funding for Public Works Operations Center, Midtown Baseball/Business road and related utilities, Texas Independence Park construction, Wolf Pen Creek, Neighborhood Parks Improvements, Water Well 9 Rehab, Citywide signals and intersection improvements. The budget also considers service expectations in public safety, water resources, quality of life, and infrastructure. Additionally, the Five-Year Forecasting Model evaluates the fiscal impact of recurring costs, capital investment, revenue changes, and general fund balance management.

Mrs. Leonard presented an overview of the proposed FY 2026-2027 budget, noting that a budget workshop meeting is scheduled for July 16th to review the proposed budget of $576,346,943. This amount includes $394,752,006 for the operations and maintenance budget and $181,594,937 for the capital budget. Compared to FY26, the operating and maintenance budget increased by approximately 1.20%, while the capital budget increased by 15.81% and the total net budget increased by 21.53%.

FY27 Proposed Net Budget Summary	
Fund Type	**Proposed Net Budget**
Governmental Funds	$171,908,384
Enterprise Funds	192,894,671
Special Revenue Funds	29,948,951
Subtotal O&M	**$394,752,006**
Subtotal Capital	**$181,594,937**
Total Proposed Net Budget	**$576,346,943**

Mrs. Leonard summarized preliminary taxable values, tax rates, and factors affecting no-new revenue and voter approval rates. Property tax valuations were delivered April 23, with final figures due July 25. The proposed budget uses April data and will be updated in July.

Preliminary Taxable Values

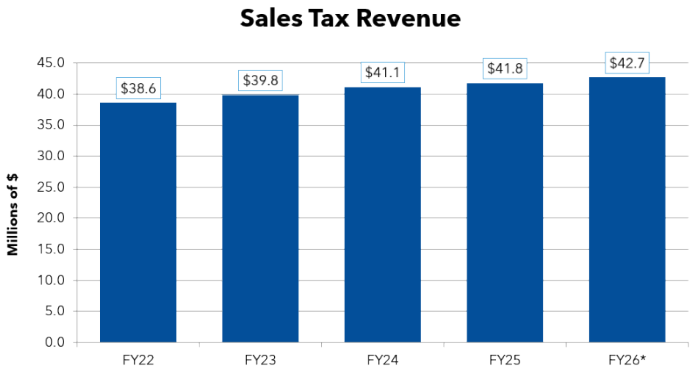
- New value adds of 3.36% are primarily due to high rises coming online.
- Preliminary valuation information reflects some litigation adjustments, business personal property exemptions provided by the state, amounts over 10% that are not taxable and some new exemptions.

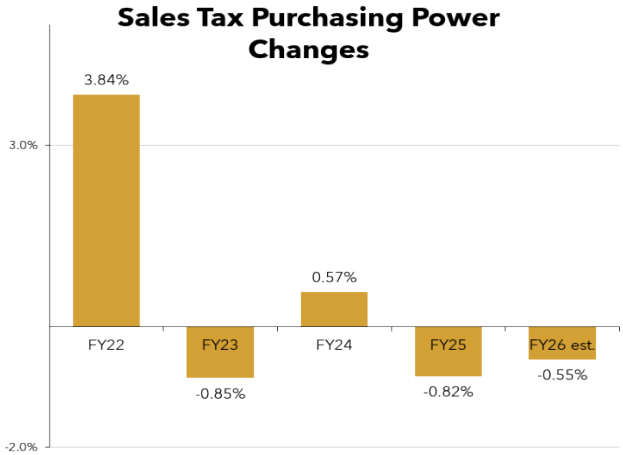
	Valuations	
Certified Taxable Values at 8/7/2025	16,261,176,452	
New Values added in Current Year (2026)	**546,384,197**	**3.36%**
Prior Year Existing Value litigation and value loss in excess of reserve estimate	(714,978)	
Loss from Business Personal Property legislation enacted by State in 2025	(148,652,145)	
Loss in valuation from 23.231 Cap loss, net	(156,866,963)	
New 2026 Exemptions to date (additional coming)	(48,281,293)	
Change in 2026 Existing Values	**(354,515,379)**	**-2.18%**
Existing Values at 4/30/2026	**16,453,045,270**	**1.18%**

FY27 O&M Property Tax Revenue Estimate

	O&M Levy	
FY26 O&M Property Tax Budgeted Revenue	$ 47,447,545	
New Values added in Current Year (2026)	1,689,442	3.56%
Net change in 2026 Existing Values	387,289	0.82%
Maximum additional revenue on existing prior year values (3.5% increase)	1,660,664	3.50%
Total FY27 Revenue increase	**3,737,395**	**7.88%**
Existing Values at 4/30/2026	**$ 51,184,940**	

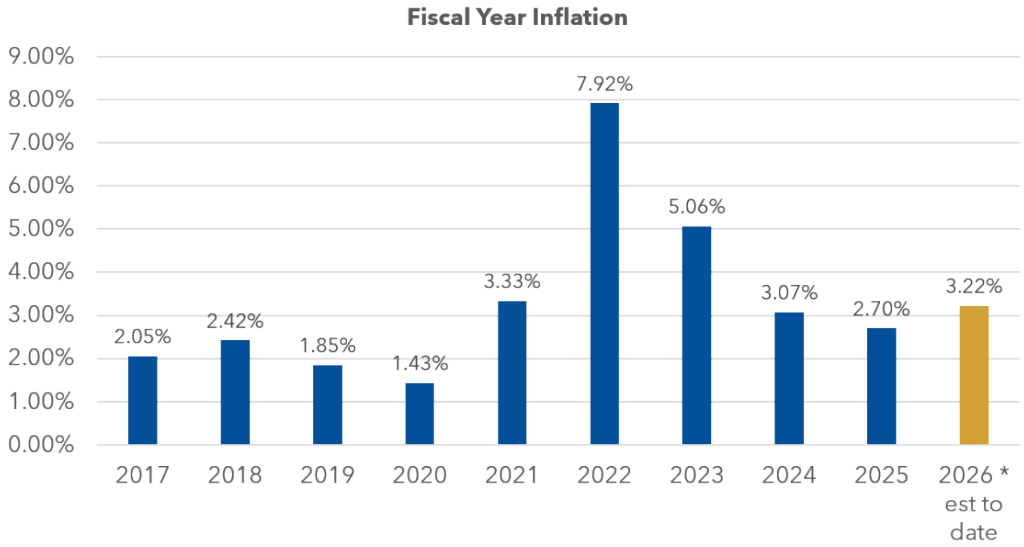
Actual Sales Tax vs. Inflation





- Nominal sales tax is growing slightly, however due to inflation purchasing power is declining.
- Proposed sales taxes are expected to grow at 2.0% for the FY27 Budget.
- The 2.0% increase results in an increase of $535,000 in sales tax over FY26 actuals.

Mrs. Leonard stated the CPI rate for projected revenue and expense changes is 3.0%. Fire reimbursement from Texas A&M is expected throughout the forecast, though the agreement ends in FY29. Two-thirds of investment income from the retained fund balance will support recurring expenses. Utility transfer rates to the General Fund remain the same as last year.



FY27 Utility Rate Increases

- Electric – None
- Water – None
- Wastewater – None
- Roadway Maintenance – 3.0%
- Drainage – 3.0%
- Solid Waste – 5.0%

Mrs. Leonard presented the compensation and benefits strategies, interim staffing additions, proposed future staffing plans, and FY26 Vacancy Rates and FY Hiring Strategy.

Pay & Benefits Strategy

- 3% across-the-board pay scale increase plus a 1% market adjustment for existing employees.
- 3% across-the-board pay scale increase for public safety.
- Annual step increases for eligible public safety personnel.
- Considering a policy change related to FSLA overtime that may increase base pay.
- Merit / other pay pool for top-performing non-step employees and specific adjustments.
- Employee healthcare premiums remain flat for the seventh consecutive year.

Mrs. Leonard provided a brief overview of the FY27 Proposed SLAs – General Fund.

Significant Service Level Adjustments

- Recurring requests totaling $2,100,000 including:
    - 6 Additional police officers with vehicles.
    - 1 police volunteer coordinator FTE.
    - 1 police forensic evidence tech.
    - 4 Concrete and ADA Compliance FTEs with vehicle.
    - 2 Planning FTEs (Engineering Technician and Building Inspector)
    - 1 FTE related to Irrigation in Parks
    - 4 FTEs in total to support Internal Audit, IT, HR, and Capital Improvements.
- One-Time requests totaling $2,500,000 including:
    - $1,021,000 for software related to document management, identity management and learning systems
    - Corrective building maintenance funds
    - Flood Study and FEMA Map revisions

Enterprise Significant Fund Service Level Adjustments

- 1 Drainage Maintenance Assistant Division Manager FTE and Tree Chipper
- Northgate Surface Lot Resurfacing and Garage Signage
- 1 Electric Safety Position
- 1 AMI Analyst Position
- Water leak detection services
- 1 Water resource specialist
- Water meter replacement program increase
- Solid Waste Commercial Roll-off Collection vehicle
- A mini street sweeper

A complete Five-Year Funded Capital Plan is detailed in the capital project forecasts. Appropriations are budget additions for current projects included in prior years and new projects funded for FY27:

- Streets $32,401,078
- Parks and Recreation $28,587,084
- Facilities and Technology $60,354,499
- Electric $33,017,264
- Water $20,932,696
- Wastewater $4,702,316

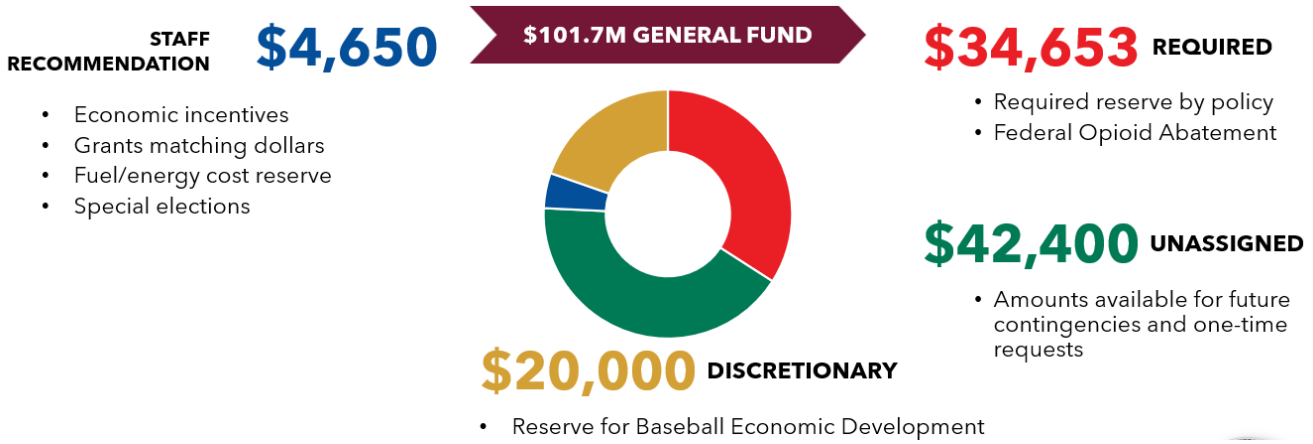
- Drainage $1,500,000
- Northgate Minor Capital $100,000

Mrs. Leonard outlined the Five-Year Capital Plan, which features additions amounting to $169.4 million as prioritized by the Council in January. These additions involve constructing a Public Works Facility, developing Midtown Baseball/Business Road along with related utilities, and enhancing Texas Independence Park, as well as citywide trails, intersections, and signals. Utility projects are planned according to the city's infrastructure requirements.

Council Capital Additions

- City Facilities $60,000,000
- Midtown $35,900,000
- Parks $22,000,000
- Streets $51,500,000
- Total Additions $169,400,000

General Fund Balance FY27 Breakdown



Required/Policy

- Required 25% Reserve (Fiscal Policy) $34,485
- Federal Opioid Abatement $168

Staff Recommendation

- Matching Grant Dollars Allocation $1,000
- Additional Economic Incentives $2,000
- Fuel / Energy Cost Reserve $1,500
- Special Elections $150

Discretionary

- Baseball Economic Development $20,000

Mrs. Leonard concluded by summarizing the FY26 Capital Strategy, future debt forecasts, estimated governmental debt capacity, and five-year O&M projections for Electric, Water, Wastewater, and HOT Funds. The capital project schedules detail funded projects in the proposed book. All government-related projects and debt can be managed without raising the tax rate. Utility projects are prioritized by infrastructure needs. She also highlighted the following:

Water Transfers (Sources) / Uses include payments for:

- Debt Service – this increases from $7 million in FY26 to $12 million in FY28 and $13 million in FY29 for the 3 new water wells.
- Cash for Capital decreases as the debt service increases.
- Water will need rate increases in FY28-FY29 due to debt service for new wells.
- Payment for shared services like HR / IT / Finance / Legal/ utility billing / fixed costs
- Risk Mitigation Fund –balance is $2.6 million. No additional transfers planned in forecast. The target for funds is $3 million.

HOT Fund Five-Year Forecast

	FY27	FY28	FY29	FY30	FY31
Beginning Fund Balance	**$17,065**	**$17,528**	**$17,820**	**$19,515**	**$21,128**
Total Revenues	9,534	9,663	9,852	10,093	10,334
Total Expenses	9,071	9,371	8,157	8,480	8,809
Ending Fund Balance	**$17,528**	**$17,820**	**$19,515**	**$21,128**	**$22,653**
Over (Under) Working Capital Required	**$15,896**	**$ 16,134**	**$ 18,046**	**$19,601**	**$ 21,068**

In summary, the city's financial strategies and forecasts are designed to ensure sustainable growth and infrastructure development while maintaining fiscal responsibility.

2.2. Presentation, discussion, and possible action on calling a public hearing on the City of College Station FY 2026-2027 Proposed Budget for Thursday, July 23, 2026 at 6:00 PM in the City Hall Council Chambers.

Mary Ellen Leonard, Director of Finance, informed the Council that state law requires a public hearing notice on the budget at least 10 days before the meeting. After the hearing, the Council can adjust items without increasing the total budget.

Staff recommend scheduling a public hearing on the City of College Station FY 2026-2027 Proposed Budget for Thursday, July 23, 2026, at 6:00 PM in the City Hall Council Chambers.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to set a Public Hearing on the proposed FY26 budget for the City of College Station at a regular council meeting on Thursday July 23, 2026, at 6:00 pm in the City Council Chambers. The motion carried unanimously.

3. Adjournment.

There being no further business, Mayor Nichols adjourned the Special Meeting of the City Council at 6:02 p.m. on Monday, July 6, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JULY 9, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Presiding:
John Nichols, Mayor

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

City Staff:
Bryan Woods, City Manager
Jeff Kersten, Assistant 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 July 9, 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 4:00 p.m. on July 9, 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 regarding the process to acquire property needed for the Rock Prairie Road East Widening Project.

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:

- City Manager
- 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.
- Funding agreement with Greater Brazos Partnership for services related to Plug and Play.

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 6:08 p.m.

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

Invocation given by City Councilmember David White.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to approve absence request from Councilmember Melissa McIlhaney for the July 6, 2026 City Council Meeting. The motion carried unanimously.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation of a proclamation recognizing July 2026 as "Parks and Recreation Month."

Mayor Nichols presented a proclamation to Kelsey Heiden, Parks Director, and Staff, proclaiming July 2026 as "Parks and Recreation Month."

6. Hear Visitors Comments.

Rob Santarsiero from College Station addressed the Council regarding the courts having consistently ruled there is no right to privacy in public spaces, and that license plate readers are legal when used responsibly, clarifying misconceptions about ALPR systems and their compliance with the Fourth Amendment. He recommended that the Council set clear policies, conduct regular audits, and provide oversight into ALPR contracts like Flock, emphasizing the importance of understanding contract and technology's implications before adoption.

Ivan Svrcek from Bryan addressed the Council regarding the risks of ALPR data misuse, citing incidents where law enforcement databases were used improperly, and highlighted that College Station and Bryan share Flock data with other jurisdictions, raising concerns about liability and surveillance. Mr. Svrcek argued that ALPR networks can chill First Amendment rights and have been used to monitor protests, referencing local records and historical examples where ALPR systems were used to track citizens exercising their Second Amendment rights.

Shannon R. Brubaker from Boise, Idaho, addressed the Council as a frequent visitor to College Station, expressing appreciation for the community and its amenities. She shared positive experiences in Mission Ridge, Lick Creek Park, Century Square, Wolf Pen Creek, and other local attractions, and noted admiration for the city's traditions and welcoming environment. Ms. Brubaker thanked the City Manager, planners, and the Council for their work in making College Station a vibrant and enjoyable place to visit.

Lloyd Davis from College Station congratulated the City Council and staff on securing an upgraded Aa1 credit rating from Moody's, while also cautioning about the implications of increased debt and urging careful consideration of capital spending and future flexibility. Mr. Davis explained that the Aa1 rating reflects the city's taxing power and rising property values but warned that the proposed capital improvement plan would significantly increase debt and limit future borrowing capacity, recommending reduced capital spending to maintain financial flexibility.

Kody Fox from College Station questioned Flock's transparency, noting discrepancies between public statements and actual camera capabilities, including live video models and facial recognition patents. He also cited error reports from other cities showing frequent false positives and, in his opinion, a lack of meaningful crime-solving impact.

Shelby Behm from College Station addressed the Council regarding the proposed capital budget increase for Midtown, citing feedback from small area planning and the necessity for traffic flow during major events, and encouraged the Council to prioritize this project in upcoming budget discussions.

John Hamilton from College Station expressed concerns regarding the reliability of Flock camera systems citing error reports from the City of Oak Park, Illinois showing no meaningful investigative benefit and frequent inaccuracies leading to improper traffic stops. He also referenced national incidents where ALPR errors resulted in the detainment of innocent individuals and noted that the City's contract with Flock provides no guarantee of data accuracy and limits the company's liability, urging the Council to review available reports and reconsider the contract.

7. CONSENT ITEMS

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

No items were pulled for clarification.

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

- **June 25, 2026 Council Meeting**

7.2. Presentation, discussion, and possible action on a contract with D.I.J. Construction Inc. for annual traffic pavement striping and marking services, not-to-exceed $500,000 for maintenance activities associated with pavement marking applications on all street types.

7.3. Presentation, discussion, and possible action on a contract with Jaco Roofing & Construction, Inc. in the amount of $128,400 for the roof replacements at 304 Holleman Drive, 1015 Colgate Drive, and 1600 Rock Prairie Drive, plus contingency in the amount of $12,840 for a total appropriation of $141,240.

7.4. Presentation, discussion, and possible action on a sponsorship agreement with Athletes Unlimited Softball League for the AUSL Championship Series on July 23-27, 2026 for an amount not to exceed $160,743.

7.5. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with United Site Solutions, LLC for the collection of recyclables from commercial businesses and multi-family locations.

7.6. Presentation, discussion, and possible action on annual clothing and miscellaneous items price agreements with C.C. Creations for $195,000 and M&M Apparel for $80,000 for a total estimated annual expenditure not to exceed $275,000.

7.7. Presentation, discussion, and possible action on a contract award to Renegade Group, LLC for an electrical overhead crossing relocation and improvement related to the Hwy 6 widening project, for an amount not to exceed $145,583.72.

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

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action related to a Parks and Recreation Department update.

Kelsey Heiden, Parks and Recreation Director, provided the City Council with a semiannual Parks and Recreation Department update. She reported key annual statistics, including 23 tournaments with a total of over 100,000 visitors, maintenance of 57 parks and 42 miles of trails, and receipt of the Tree City USA Growth Award and CAPRA (Commission for Accreditation of Park and Recreation Agencies) accreditation.

Mrs. Heiden highlighted completed and ongoing projects such as playground replacements, feasibility studies, park master plans, the John Crompton Playground replacement, Adamson Lagoon slide, columbarium additions, and redevelopment of Mabel Claire Thomas Park. She described expanded community engagement through pop-up events, playground surveys, and a new volunteer and community engagement coordinator was added to staff resulting in 17 events with more than 500 volunteers along with increased social media engagement. The department managed major community events including the Starlight Music Series, Christmas in the Park, and the I Heart America celebration, and announced the upcoming hosting of the Games of Texas in partnership with Bryan. Mrs. Heiden also provided an update on cemetery management, covering sales data, columbarium

expansion, benchmarking of fee structures, and potential policy changes, noting that recommendations will be brought to a future workshop.

8.2. Presentation, discussion and possible direction regarding incentives for increasing housing density.

David Brower, Planning and Development, provided an overview of tools and considerations for incentivizing higher housing density. He stated that the item was brought forward in response to a Council-requested future agenda item related to housing density bonuses and impact fee discussions. Brower clarified that the discussion was not centered on affordability based on Area Median Income (AMI) percentages but rather on expanding overall housing supply in alignment with the City's Housing Action Plan, which identifies increased unit production as a strategy to stabilize or lower prices through market demand.

Mr. Brower outlined several categories of potential incentives for Council consideration, including:

- Fee-based tools, such as building permit fee waivers or reductions for townhome projects and exploration of additional fee strategies including impact fees, demolition fees, and parkland dedication.
- Regulatory tools, including potential UDO amendments to lot sizes, setbacks, and parking requirements to reduce development barriers, as well as targeted proactive rezoning to allow townhomes by right where appropriate.
- Economic development tools, such as Chapter 380 participation agreements tailored to attached single-family housing.
- Process incentives, including priority review for qualifying townhome projects.

Mr. Brower noted key considerations, including the need for an economic development study to appropriately calibrate incentives; potential fiscal impacts to the General Fund and enterprise revenues; and required legal coordination regarding Chapter 380 structures and their interaction with CDBG requirements. He requested Council's direction on priorities among fee-based tools, regulatory reforms, or a blend of approaches; geographic areas where incentives should be focused or avoided; interest in time-bound pilot programs versus system-wide changes; and authorization to proceed with capacity study and economic incentive modeling.

The Council directed staff to bring back a pilot program with clear density criteria and incentive standards (e.g., Chapter 380 agreements) for townhome development in targeted redevelopment areas and consult with industry representatives for input.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2026-4692 amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 7.2 acres generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South.

Regular Items No. 9.1 and 9.2 were presented together.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2026-4693 amending Appendix A, Unified Development Ordinance, "Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GC General Commercial & OV Corridor

Overlay to MF Multi-Family (7.20 acres) & NAP Natural Areas Protected (0.829 acres) for approximately 8.029 acres generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South.

Jeff Howell, Planning and Development, provided an overview of the applicant's request concerning the property located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South. The applicant is seeking an amendment to the Comprehensive Plan Future Land Use and Character Map, proposing a change from the current General Commercial designation to Urban Residential for approximately 7.2 acres. The Urban Residential designation is intended to support a variety of high-density multifamily and attached residential developments. In addition to the Comprehensive Plan amendment, the applicant also requested a rezoning of approximately 8.029 acres.

The proposed rezoning would change the property's classification from GC General Commercial and OV Corridor Overlay to MF Multi-Family and NAP Natural Areas Protected. The property in question is un-platted and currently vacant, with its original zoning established in 2017 as General Commercial with a corridor overlay and Natural Areas Protected. The purpose of these requests is to facilitate additional residential development along the corridor by allowing for the construction of multi-family units, which are not permitted under the current General Commercial zoning. Furthermore, the applicant is requesting a rezoning to NAP Natural Areas Protected for a portion of the property to correct a previous error in the zoning map. The applicant also seeks the removal of the OV Corridor Overlay designation from the entire property.

This item was considered at the June 18th Planning and Zoning Commission meeting, where the Commission voted 4-2 to recommend approval. City staff recommended denial of the Comprehensive Plan Future Land Use and Character Map amendment, citing concerns that amending the entire property to Urban Residential does not align with the established character of the area or previous municipal planning efforts. Specifically, staff noted the lack of preservation of the commercial corridor along Harvey Mitchell Parkway South, particularly toward Earl Rudder Freeway South. Staff further recommend denial of this rezoning request, as it is inconsistent with the Comprehensive Plan and incompatible with the surrounding land uses.

At approximately 8:19 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:20 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4692, amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 7.2 acres generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4693, amending Appendix A, Unified Development Ordinance, "Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GC General Commercial & OV Corridor Overlay to MF Multi-Family (7.20 acres) & NAP Natural Areas Protected (0.829 acres) for approximately 8.029 acres generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South. The motion carried unanimously.

9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2026-4694 amending Appendix A, Unified Development Ordinance, Article 6 "Use Regulations", Section 6.3.C "Use Table" and Section 6.4.AC "Vehicular Sales, Rental, Repair, and Service" of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to use requirements and specific standards for Vehicular Sales within the WPC Wolf Pen Creek District.

Gabriel Schrum, Planning and Development, presented the ordinance amendment, which modifies the use table to permit vehicular sales, rental, repair, and service in Wolf Pen Creek with specific standards: sales must occur within an enclosed structure, limited outdoor display is allowed adjacent to the principal building, and display areas are restricted in size and location. Staff and Economic Development teams worked with the end user to ensure the amendment would allow for micro mobility sales while preserving district requirements. Site plan approval is required for outdoor display areas, and code enforcement will monitor compliance.

The Planning and Zoning Commission voted 5-1 against recommending approval, citing concerns that vehicular sales do not fit the character of the Wolf Pen Creek district.

At approximately 8:40 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:40 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember White, the City Council voted four (4) for and three (3) opposed, with Councilmember Smith, Wright and Shafer voting against, to adopt Ordinance No. 2026-4694, amending Appendix A, Unified Development Ordinance, Article 6 "Use Regulations", Section 6.3.C "Use Table" and Section 6.4.AC "Vehicular Sales, Rental, Repair, and Service" of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to use requirements and specific standards for Vehicular Sales within the WPC Wolf Pen Creek District. The motion carried unanimously.

10. 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.

Councilmember Wright reported on "I Heart College Station" and spoke at the 19th annual Foxfire 4th of July parade.

Councilmember Yancy congratulated the city manager and finance team for achieving a Aa1 bond rating, which will save the city money on future bond issuances and serve as an economic development tool for attracting investors.

Mayor Nichols reported on the Brazos Valley Veterans Memorial "Independence Day Signing" event.

Councilmember Smith reporting on throwing out the first pitch at the Bombers game.

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

Nothing to report at this time.

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

Councilmember Yancy requested a future agenda item to address public safety coverage and changes related to fire station 4 and Texas A&M University's plans.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 8:52 p.m. on Thursday, July 9, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

July 23, 2026
Item No. 7.2.
GMP 1 Texas Independence Park

Sponsor: Jennifer Cain, Director Capital Projects, Rusty Warncke

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a Construction Manager at Risk contract amendment with Skanska USA Building Inc. for GMP #1 for Texas Independence Park at Midtown, in the amount of $6,852,842 plus the City's contingency in the amount of $200,000 for a total appropriation of $7,052,842. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project involves the design and construction of Texas Independence Park at Midtown, located at 6904 Rock Prairie Road East. Amenities to Texas Independence Park include Bike Hub/Track, Playground, Picnic Areas, Disc Golf, Fishing, and Trails.

The Construction Manager at Risk (CMAR) for pre-construction and construction phase services was solicited via Request for Proposal (RFP) on December 5, 2024. A total of three (3) RFPs were received for RFP 25-019. Interviews were held for all three contractors. After evaluations and interviews, Skanska USA Building Inc was selected as the most qualified, and best value to the city based on the published selection criteria.

Skanska USA Building Inc is providing pre-construction services (construction reviews, material coordination, cost estimating, etc.) during the design phase, in coordination with the design team. Skanska USA Building Inc will also provide construction phase services. Construction packages will be bid out through the CMAR, following all applicable procurement laws, and presented to the City Council for approval as a Guaranteed Maximum Price (GMP) for each construction phase(s) of the project.

GMP #1 for this project includes the purchase of playground equipment, ground improvements, and partial earthwork at Texas Independence Park at Midtown.

At least 2 additional GMPs are anticipated for this project, pending approval of the additional funding that has been proposed in the FY27 Budget. Each GMP will be brought to the City Council for approval.

Budget & Financial Summary: Budget in the amount of $9,200,000 is included for this project in the Parks Capital Projects Fund. A total of $2,120,146 has been expended or committed to date, leaving a balance of $7,079,854 for this construction contract and future costs.

Attachments:
1. TX Independence Park Overall Site Plan
2. Texas Independence Park GMP 1 Amendment



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 253000314 PROJECT #: PK2501 BID/RFP/RFQ#: RFP25-019

Project Name / Contract Description: Amendment to Skanska contract for construction services

Name of Contractor: Skanska USA Building Inc

CONTRACT TOTAL VALUE: $ 6,852,842 **Grant Funded** Yes ☐ No ☐

If yes, what is the grant number: ☐

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

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

■ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ■ **OTHER** GMP#1

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

PK2501 / 41389971-6561

Budget in the amount of $9,200,000 is included for this project in the Parks Capital Projects Fund. A total of 2,120,146 has been expended or committed to date leaving $7,079,854 for this construction.

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 07/23/26 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain — 7/15/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 7/15/2026
ASST CITY MGR – CFO — DATE

Derra Purnell — 7/16/2026
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

_____ — _____
CITY MANAGER — DATE

N/A — _____
MAYOR (if applicable) — DATE

N/A — _____
CITY SECRETARY (if applicable) — DATE

9.12.23 UPDATED

GUARANTEED MAXIMUM PRICE AMENDMENT NO. 1
TO THE STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK

This Guaranteed Maximum Price Amendment No. 1 to the Standard Form of Agreement Between City and Construction Manager at Risk ("Amendment" or "GMP No. 1") is entered into by and between the City of College Station, Texas ("City" or "Owner") and Skanska USA Building, Inc., a Delaware corporation, ("Construction Manager") for the construction of the following City Project: Texas Independence Park (the "Project"). This Amendment No. 1 amends the one certain Standard Form of Agreement Between the City and Construction Manager at Risk (the "Agreement") entered into by and between the City of College Station, Texas and Construction Manager, dated February 27, 2025 (Contract No. 25300314), and said Amendment No. 1 establishes a Guaranteed Maximum Price ("GMP") for the construction of the following parts of the Project:

1. Bid Package 01 – General Trades – Self Perform
2. Bid Package 11A – Playground Equipment
3. Bid Package 31A – Earthwork (Not to Exceed)
4. Bid Package31A.1 – Ground Improvement

RECITALS

WHEREAS, City and Construction Manager entered into the Agreement dated as of February 27, 2025, for the construction of the City's Texas Independence Parks Project, as amended; and

WHEREAS, unless clearly provided otherwise herein, all terms, conditions, and phrases used herein shall have the same meaning as the terms, conditions, and phrases used in the Agreement, as amended; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement contemplates the delivery of a Construction Manager's GMP Proposal or Proposals if the Project is split up into multiple GMP phases to City; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement requires that said proposal contain certain representations and documentation; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement provides that in the event City timely accepts the Construction Manager's GMP Proposal, this GMP Amendment shall be executed; and

WHEREAS, the Construction Manager has delivered a Construction Manager's GMP Proposal to City; and

WHEREAS, City desires to accept the Construction Manager's GMP Proposal, subject to any amendments or revisions as set forth above and herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Construction Manager agree to modify and amend the Agreement as follows:

1. **Acknowledgments**. The Construction Manager acknowledges that this Amendment modifies the original Project scope, budget, and time for completion set forth in the Agreement; provided, however, such modification is as anticipated by the Parties in the Agreement and RFP 25-019.

2. **Amendment is Cumulative**. The Construction Manager acknowledges that this Amendment is cumulative and includes the costs for the payment bond, performance bond, any applicable bond riders, insurance,

general and administrative costs.

3. **GMP Proposal**. City hereby accepts the Construction Manager's detailed GMP Proposal for GMP Amendment No. 1 submitted by Construction Manager, dated June 29, 2026, a true and complete copy of which is attached hereto and incorporated herein by reference, marked as: Exhibit "A" and sub–Exhibits A-1 through A-8.

4. **Cost of Work for GMP No. 1**. Construction Manager's GMP for the Cost of the Work for this GMP No. 1 is: **Six Million Seventy-One Thousand One Hundred Ninety and no/100 Dollars ($6,071,190.00)**, subject to additions and deductions by Change Order as provided in the Agreement and as agreed by City and Construction Manager under this Amendment No. 1. GMP No. 1 is an amount that the Cost of the Work shall not exceed and is based on and detailed in the attached Exhibit "A" and sub-Exhibits A-1 through A-5.

5. **CMAR General Conditions for GMP No. 1**. The Construction Manager's General Conditions for GMP No. 1 are stipulated at **8%** of the Cost of the Work. The sum of the General Conditions for GMP No. 1 is: **Four Hundred Ninety-Nine Thousand Five Hundred Thirty-Four and no/100 Dollars ($499,534.00)**.

6. **CMAR Construction Services Fee for GMP No. 1**. The Construction Manager's Fee (Construction Services Fee) for the Construction of the Work in GMP No. 1 is hereby established in the sum of: **One Hundred Ninety-Seven Thousand One Hundred Twenty-Two and no/100 Dollars ($197,122.100**, based on the product of **3%** multiplied by the Cost of the Work.

7. **Total GMP No. 1 Amount**. The total amount for GMP No. 1, including Subcontractor Default Insurance Fee, is: **Six Million Eighty Hundred Fifty-Two Thousand Eight Hundred Forty-Two and no/100 Dollars ($6,852,842.00)**.

8. **All Costs Included in CMAR Fee**. All costs and expenses for those General Conditions, identified by the Construction Manager in its response to the RFP, as well as all overhead expenses and Cost of the Work for the construction are included in the above GMP totals. The Construction Manager acknowledges and agrees that City shall have no liability for any General Condition expenses beyond payment of the above noted amount, and Construction Manager agrees that it shall not be entitled to receive any additional compensation from City for the General Conditions beyond this amount unless expressly adjusted by a Change Order authorized in writing by the City.

9. **Agreement Terms and Conflict**. Except as modified herein, the terms and conditions of the Agreement, as amended, remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended, City and Construction Manager agree that the terms of this Amendment shall take precedence.

Signature Page Immediately Follows

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the last date making it fully executed.

SKANSKA USA BUILDING, INC.

By: Dennis Yung

Printed Name: Dennis Yung

Title: EVP - GM

Date: 7/15/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Derra Purnell
City Attorney
Date: 7/16/2026

_____
Assistant City Manager/CFO
Date: 7/15/2026

List of Exhibits:

Exhibit "A" – Construction Manager's GMP No. 1 Proposal
- Exhibit "A-1.1" – GMP No. 1 – Submittal Letter
- Exhibit "A-1.2" – GMP No. 1 – Executive Summary
- Exhibit "A-1.3" – GMP No. 1 – Cost Summary
- Exhibit "A-1.4" – GMP No. 1 – Variance Analysis
- Exhibit "A-2.1" – GMP No. 1 – Exclusions
- Exhibit "A-2.2" – GMP No. 1 – Exclusions
- Exhibit "A-2.3" – GMP No. 1 – Exclusions
- Exhibit "A-3.1(a)" – GMP No. 1 – Bid Package 11A – Playground Equipment
- Exhibit "A-3.1(b)" – GMP No. 1 – Bid Package 31A – Earthwork (Not to Exceed)
- Exhibit "A-3.1(c)" – GMP No. 1 – Bid Package31A.1 – Ground Improvement
- Exhibit "A-4.1" – GMP No. 1 – General Conditions
- Exhibit "A-4.2" – GMP No. 1 – Document Log
- Exhibit "A-4.3" – GMP No. 1 – RFI Log
- Exhibit "A-4.4" – GMP No. 1 – Logistic Plan
- Exhibit "A-4.5" – GMP No. 1 – Schedule
- Exhibit "A-5" GMP No. 1 –Payment and Performance Bonds

Exhibit "A"

Construction Manager's GMP No. 1 Proposal

SKANSKA

Skanska USA Building Inc.
800 Capitol St.
Suite 1210
Houston, TX 77002
www.usa.skanska.com

June 29th, 2026

Rusty Warncke
Project Manager, Capital Projects
City of College Station
P.O. Box 9960 I College Station, TX 77842-9960

Dear Mr. Warncke,

Skanska USA Building Inc. ("Skanska") is pleased to submit our Early Release Package GMP Proposal for The Texas Independence Project located in College Station, Texas. This recommendation is based on the Early Release Package dated May 29th, 2026 and Addendum 01 dated June 10th, 2026, prepared by Arkitex Studio and their consultants.

We appreciate being part of your project team and helping make your project successful. If you have any questions regarding our proposal or need additional information, please do not hesitate to call.

Best regards,



Mark Elpers
Vice President – Account Manager

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1.2 Executive Summary

This Guaranteed Maximum Price (GMP) is based upon the Early Release Package (ERP) documents prepared by Arkitex Studio Architecture and their consultants. Further project scope definition has been developed by Skanska, and various assumptions that are attached to this booklet. **The ERP scope has been reduced to align with the Owner's available funding of $6.8M. The remaining ERP scope will be incorporated into the 100% CD GMP 2.**

From this data, which is summarized in the "Basis of Proposal" section of this proposal, and our current understanding of the schedule and logistics issues involved with the project, we hereby propose a budget of **$6,852,842** to complete this project.

This proposal incorporates the value of all construction work purchased as of this date and reflects the decision on scope and quality as they have decided by the client and A/E team.

Skanska USA Building Inc. recommends that the attached documents be carefully reviewed; questions and comments be referred to us for resolution; and the overall project be approved for further progress.

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1.3 Project Cost Summary

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Project Name Texas Independence Park - Early Release Package (ERP) GMP 1

Owner Name City of College Station

Location College Station, TX

Date: June 29, 2026

Bid Package	Description	ERP	Total Project Cost GMP 1
			Total Project Cost
01	General Trades - Self Perform	$450,438	$450,438
11A	Playground Equipment	$3,156,869	$3,156,869
26A	Electrical (Deferred to GMP 2)	$0	$0
31A	Earthwork (Not to Exceed)	$1,983,638	$1,983,638
31A.1	Ground Improvement	$303,414	$303,414
31A.3	Bike Park Trails (Deferred to GMP 2)	$0	$0
32B	Site Concrete (Deferred to GMP 2)	$0	$0
32C	Retaining Walls (Deferred to GMP 2)	$0	$0
33A	Utilities (Deferred to GMP 2)	$0	$0
	SUBTOTAL DIRECT COST OF WORK	**$5,894,359**	**$5,894,359**
	Escalation (0.00%)	$0	$0
	Tariffs (0.00%)	$0	$0
	ESCALATION SUBTOTAL	**$5,894,359**	**$5,894,359**
0.00%	Design Contingency (0.00%)	$0	$0
3.00%	Construction Contingency (3.00%)	$176,831	$176,831
	SUBTOTAL	**$6,071,190**	**$6,071,190**
	General Conditions per Contract (Up to $17M)	$499,534	$499,534
1.40%	Subcontractor Default Insurance (1.40%)	$84,997	$84,997
1.25%	General Liability Insurance (Included in GC up to $17M)	$0	$0
0.074%	Builder's Risk Insurance (Included in GC up to $17M)	$0	$0
0.65%	Payment and Performance Bond (Included in GC up to $17M)	$0	$0
3.00%	Skanska Construction Phase Fee (3.00%)	$197,122	$197,122
	TOTAL	**$6,852,842**	**$6,852,842**

1.4 Variance Analysis

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VARIANCE ANALYSIS

100% DD Estimate	**$**	**37,438,829**	**DD estimate dated 8/22/2025**

100% DD VEs

PCE#	Description	DD Value	Comment
2	Reduce number and size of monument walls - Change Texas Flag Wall construction to 1 pour with 3 textures	($8,152)	
3	Reduce number and size of monument walls - Remove SW-03 wall	($55,929)	
4	Reduce number and size of monument walls - Reduce size of remaining stone wall(north side of entrance - new length 30ft)	($46,306)	
5	Reduce decorative fencing along Rock Prairie - Remove stone portions	($22,417)	
6	Reduce decorative fencing along Rock Prairie - Replace woven wooden portion to just around entrance with split railing	($16,530)	
8	Reduce by 1 flagpole (keep 2 flagpoles)	($5,661)	
9	LANDSCAPING - No 300gal trees (reduce to 100gal?)	($227,755)	
10	LANDSCAPING -Reduce other tree sizes and numbers as much as possible	($268,657)	
11	LANDSCAPING - Reduce shrub/planting areas	($97,338)	
12	LANDSCAPING - Remove arborist requirement	$0	
13	LANDSCAPING - Reduce tree protection fencing type (from chainlink to other)	($19,813)	
14	LANDSCAPING - Change references to mock-ups to allow them to be in-place/used as part of final if/when accepted	($10,189)	
15	BIKE PARK - Reduce hub towers to 30' diameter	($349,826)	
17	BIKE PARK - Reduce stone (interior lime stone) at reduced diameter (30')	($134,936)	
18	BIKE PARK - Reduce AESS level of exposed steel at hub (3 to level 2)	($45,287)	
20	BIKE PARK - Side hits as alternate (Nature Trails)	($42,456)	
23	BIKE PARK - Remove union cyclist qualifying track requirement	$0	
25	BIKE PARK - Use a different manufacturer for bike skills equipment	($1,834,830)	
26	LIGHTING - Reduce - can we get to masterplan opcc cost?	($210,379)	
29	PAVING - Minimize paved walkways around picnic plaza, playground, existing restroom	($29,157)	
30	PAVING - Minimize curbs at perimeter of crushed rock paths	($4,930)	
31	PAVING - Reduce all driveable paths (paved and gravel) to 10' wide max	($621,564)	
32	PAVING - Reduce all walking paths (paved and gravel) to 8' wide max	($303,001)	
33	PLAYGROUND - Reduce equipment costs to masterplan OPCC/SD level	($2,092,084)	
34	PLAYGROUND - Reduce play surface to SD area or less	($2,442,817)	
36	EXISTING RESTROOM - Remove screen wall along NE of existing building	$0	
38	DOG PARK - Dog park as alternate	($534,888)	
40	POND - Pier as alternate	($681,444)	
41	POND - Pond pavilion as alternate	($251,601)	
43	DISC GOLF - Correct number of tee pad informational signs (37)	($25,813)	
44	DISC GOLF - Remove limestone curb and gravel extended area at each tee pad	($52,363)	
50	TRAILHEAD RESTROOM - Trailhead restroom and parking as alternate	($846,613)	
53	TRAILHEAD RESTROOM - Remove secondary entry sign	($4,076)	
56	Updated Capital Shade Pricing	($119,101)	
65	Remove food truck SOW	($157,456)	
67	Reduce fill at Bike Hub	($244,547)	
70	Reduce Bike Racks by 50%	($12,284)	
72	Add fencing for laydown / forestry building	$47,749	
75	Latest Shade Design, Pricing, Qtys	($413,805)	
81	Storm HDPE ILO RCP	($57,740)	
87	Remove additional General Conditions	($191,170)	
	Total	($12,435,164)	VE pricing are from DD estimate (08/2025), excludes escalation
	DD Estimate Value with Accepted VEs	**$ 25,003,665**	DD PCE log dated_01.13.26

ERP GMP Variances

No	Description	Value	Comment
1	Mockingbird (materials only)	$ 192,432	
2	Pecan tree (materials only)	$ 439,130	
3	Ground improvements	$ 303,414	
4	Bike Hub Additional Select Fill	$ 177,774	
5	Storm Drainage (defer to 100% CD)	$ 118,925	
6	3 Retaining Walls at Bike Hub (defer to 100% CD)	$ 121,175	
7			
8			
9			
10			
11	Below Line Item estimated Indirect adds (7.75%)	$ 104,846	
	Total ERP Variance	**$ 1,457,696**	

Full Project Estimate	**$**	**26,461,361**	**Expected total project value based on all above**
Budget	$	20,000,000	
Variance	**$**	**6,461,361**	

2.1 General Assumptions and Clarifications

Introduction

This section of of Guaranteed Maximum Price (GMP) Proposal describes exclusions, assumptions, and clarifications.

For those items that are identified as **excluded**, no cost or time has been accounted for in the GMP to address the issue. For those items that are **clarified, qualified,** or based on an **assumption**, the GMP proposal reflects only the cost and time of the element as assumed or clarified.

Any differences to the following exclusions, clarifications and/or assumptions will result in a change to the GMP and the Project Schedule.

Cost Basis of GMP Proposal

Skanska's Guaranteed Maximum Price (GMP) Proposal is based upon the following:

1. Plans, specifications, and RFI responses per the Document List attached
2. Skanska Cost Summary
3. Bid Package Recommendations and Breakouts
4. These Exclusions, Qualifications, and Assumptions
5. Skanska's Construction Schedule
6. Site Logistics Plan
7. **Owner's available funding of $6.8M**

Changes or revisions to the foregoing information will result in a modification to the GMP price and require modifications to the Project Schedule. Documents, communications and information not included in the foregoing list, including for instance, any Third Party agreements are not accounted for in the GMP Proposal. As such, the Owner must carefully review all of the criteria used to develop this GMP Proposal and request any revisions to the same, so that a modified GMP Proposal can be prepared.

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Contingency

The GMP includes includes contingencies including:

A. Construction Contingency – 3.00%

A. The Construction Contingency shall be available to the Construction Manager exclusively to provide funds to address items such as, by way of example: work items inadvertently omitted during the estimating and bidding process, schedule recovery costs associated with weather and other causes of delay that are not otherwise compensable, interfacing omissions between and from the various categories of work, additional costs incurred due to the withdrawal or disqualification of a subcontractor bid forming the basis for the Proposal prior to execution of a written subcontract, general conditions over-runs where the cause of the over-run is not a Change to the Agreement or otherwise not caused or contributed to by the Owner, Architect or their separate contractors or consultants, costs associated with subcontractor default, cost increases due to unanticipated local labor and material market conditions, selective overtime, or the like. Construction Contingency is not intended to provide for costs associated with Owner Changes, unknown, or unrevealed physical conditions of the site or adjacent areas or other items for which the Construction Manager may be entitled to a Change Order in accordance with the Agreement. The Construction Contingency shall be increased by any savings as a result of the bid process.

Neither the Construction Contingency nor the Design Contingency are intended to provide for changes to the scope of work, Owner required acceleration / compression of the schedule, the correction of design errors and omissions, nor revisions to the Work due to design errors considered within the design professional's standard of care.

Coordination with Other Contractors

This GMP is based on the assumption that the Owner's architect, its contractors and all other parties performing work at the Project site NOT under direct contract with Skanska will:

1. Comply with Skanska site specific safety program and maintain an injury free environment.
2. Perform work according to Skanska's project schedule, and achieve system and area completion dates according to that schedule
3. Perform work so as to not impact Skanska's ability to perform its work in accordance with its project logistics plan
4. Perform work so as to not impact Skanska's ability to maintain or accelerate its project schedule
5. Provide detailed schedule, logistics, and technical information, when and as requested by Skanska so as to enable Skanska to maintain or accelerate elements of its schedule so as to maintain its overall schedule and achieve necessary milestone completion dates.

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General

1. The Proposal for Texas Independence Park gross square feet is based on the following:

    A. Site – 149 acres (6,507,370 SF)

2. It is understood that since the documents are not yet complete, the Owner, Architect and Skanska will work together to monitor completion of the design, in accordance with the intent and scope of the documents that form the basis of the GMP. Should an increase in the GMP be indicated due to deviations from such intent and scope during document completion, Skanska will recommend possible economies in order to protect the GMP from increasing. If these economies are not accepted, the GMP shall be increased to cover the increased cost and the associated General Conditions, Insurances, Bonds and Fee.

3. The GMP Proposal assumes unfettered, legal access to the Project Site at all times. The GMP Proposal does not anticipate any stoppage or interruption of Work as a result of present Owner Operations or other Site restrictions or interferences.

4. The GMP Proposal is based in accordance with contract documents.

5. The GMP assumes that all Utilities will be provided by Owner and in accordance with the Skanska Project Schedule and logistics plan. The proposal does not include any costs for tap-in fees or other costs required by utility company(s) to connect services.

6. All costs associated with moving/relocation and start-up of any furniture and equipment from other sites are excluded.

7. Public Agency reviews or approvals and associated fees are excluded.

8. All Work associated with hazardous materials including, but not limited to asbestos, lead, petrochemicals, arsenic, (beyond what has been explicitly identified on the design documents), or any other hazardous material abatement, handling and/or remediation is excluded.

9. All sales tax on material and labor is excluded. Project assumed to be tax exempt.

10. All Owner Supplied materials and equipment (as well as any required submittals or design information) is to be furnished and / or installed by Owner in accordance with the Project Schedule. As part of its obligation, the Owner all final connections. All Owner furnished equipment and final connections shall be coordinated to the rough ins provided by the Construction Manager.

11. All extended warranties included in the specifications, including the material/labor warranties, shall be assigned to Owner following the Construction Manager's one year repair/replacement obligation under the Contract. Thereafter, the Construction Manager shall only be responsible for assisting reasonably the Owner in enforcing those warranties provided by the manufacturers, suppliers and subcontractors.

12. No costs have been included for obtaining any temporary certification occupancy permits or any type of intermediary inspections prior to the final CO.

13. Use of prevailing wage is mandatory and has been considered in this GMP Proposal.

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14. The GMP Proposal does not include any impacts that may result from government-imposed tariffs.

15. Any breakouts are provided for funding purposes only and not as standalone cost for the scope of work, nor as a representation of the exact value of a credit should the scope be removed.

16. **The ERP scope has been reduced (playground equipment, ground improvements, and partial earthwork) to align with the Owner's $6.8M funding. The remaining scope will be included in the 100% CD GMP 2.**

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2.2 Trade Specific Assumptions and Clarifications

The following definition represents the basis of our proposal and serves as the GMP for the project. The proposal were developed based upon the project documents listed in the appendices and schedule data described elsewhere in this report, and the assumptions, clarifications and design criteria presented under this section. The following assumptions and clarifications represent the basis of our GMP proposal.

General Assumptions and Clarifications

07 Thermal and Moisture Protection

1. Due to limited funding, this scope is deferred to 100% CD GMP 2.

11 Equipment

1. Kompan is the playground equipment manufacturer selected by the Owner and the Design Team.
2. The playground scope includes procurement and installation.
3. Estimated materials lead time is 31-33 weeks and installation is 12-14 weeks.

26 Electrical

1. Due to limited funding this scope is deferred to 100% CD GMP 2.

31 Earthwork

1. Due to limited funding, the earthwork costs cover only a portion of the ERP scope. The ERP GMP has been established as a not-to-exceed value. The priority is the excavation of the pond for fill at the bike hub, import of select fill at bike hub, work pad for ground improvements, erosion control, and demolition.
2. Refer to the bid tabulation for the full ERP scope costs, which include complete site mass grading.

31A.1 Ground Improvements

1. This GMP proposal includes estimated costs of $303,414 for ground improvements. The performance settlement criteria cannot be met. This scope requires further discussion and alignment among the Owner, Design Team, and subcontractors to reconcile the performance criteria with what is achievable and acceptable prior to finalizing costs and selecting a subcontractor.

31A.3 Bike Park Trails

1. Due to limited funding, this scope is deferred to 100% CD GMP 2.

32B Site Concrete

1. Due to limited funding, this scope is deferred to 100% CD GMP 2.

32C Retaining Walls

1. Due to limited funding, this scope is deferred to 100% CD GMP 2.

33A Site Utilties

1. Due to limited funding, this scope is deferred to 100% CD GMP 2.

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2.3 Exclusions

The following items were assumed to be either (a) not anticipated within the base scope of this project, (b) included in the base scope of the project as described herein, (c) are not yet developed to the point where they can be estimated properly, or (d) are to be provided by others.

1. Environmental impact fees, utility assessments and usage burdens.
2. Costs for the detection and removal of hazardous materials (i.e. mold, asbestos, lead paint, contaminated soil & water, etc.) and groundwater monitoring, unless noted otherwise.
3. Temporary power, water or other utility consumption costs for new construction
4. Work beyond the limits of construction as defined by the drawings.
5. Sales and renovation tax
6. Rock excavation / removal
7. Pond make-up system
8. Pond water treatment and fish stocking
9. 3rd party testing
10. Clay liner at the pond
11. Salvaging of existing material

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3.1 Bid Package Recommendations and Breakouts

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TX Independence Park - ERP GMP
June 12, 2026
BP 11A - Playground Equipment

	Description	Kompan Kompan Austin, TX 832-599-0300 OscCar@Kompan.com Oscar Carmona
	Complete and Sign Bid Form	N
	Provide P&P Bond (Not Included in Base)	
	Acknowledge Addedums ()	
	Review Schedule	
	Review Logistic Plan	
	Review EHS Safety Manual	
	Acknowledge Wage Scale	
	Complete Exhibit E.1: Subcontractor Acknowledgement	N
	Review Exhibit As and Sample Contracts / Provide Mark-Ups	N
	Review Insurance (Exhibit G)	
	Complete HUB Forms (Exhibit T1 / T2)	
	HUB Percentage	
	Provide EMR Rate	
	Pre-Qualified w/ Skanska	N
	Provide Itemized Cost Break Out/Unit Cost	
	BASE BID	$3,111,100
	ALLOWANCES	$0
	POST-BID ADJUSTMENTS	$45,770
	TOTAL	$3,156,869

COST BREAKDOWN - BID PACKAGE		Y/N	COST
			$3,156,419
	General Conditions	Y	
	Mobilizations	Y	
	Guaranteed Maximum Proposal	Y	
	Delegated Design / Engineering / Stamps	Y	
	Samples, Show Drawings, Mockups per Equipment Schedule L100A, L100B & Specifications	Y	Confirmed
	Permits for Own Scope	N	See below
	Survey / Layout	Y	Confirmed
	Lifting / Hoisting for Own Scope	Y	Confirmed
	Freight / Delivery to Job Site	Y	
	Furnish & Install (Turnkey):	Y	
	SECTION 116816 – PLAY STRUCTURES	Y	
	Basis of Design: Kompan	Y	
	Warranties per Section 1.8	Y	Confirmed
	Playground Equipment:	Y	
	PE-20A - INCLUSIVE NET TWISTER	Y	
	PE-20D - CUSTOM SWING - 10 Seat	Y	
	PE-20F - DOUBLE ZIPLINE WITH RAMPS	Y	
	PE-20G - SPINNER BOWL - Qty 2	Y	
	PE-20M - MOCKINGBIRD	Y	Included $192,432.24
	PE-20N - ALAMO WITH SCRAMBLE	Y	
	PE-20O - PECAN TREE	Y	Included $439,129.68
	PE-21B - UNIVERSAL CAROUSEL	Y	
	PE-21C - JUNIOR SPICA - Qty 2	Y	
	PE-21E - CUSTOM SWING - 6 Seat	Y	
	PE-21H - HORNED TOAD	Y	
	PE-21I - CACTUS SCRAMBLE	Y	
	PE-21J - LONGHORN SKULL	Y	
	PE-21K - INDEPENDENCE HALL	Y	
	PE-21L - ARMADILLO	Y	
	Shade Systems:		
	PE-20P - SHADE SYSTEM "P" - 20'x20'x14' HIP Roof Square	Y	
	PE-20Q - SHADE SYSTEM "Q" - 15'x15'x14' Offset Single Post Pyramid, Column on Corner	Y	
	PE-20R - SHADE SYSTEM "R" - 15'x31'x14' Double Offset Single Post Pyramid, Column on S	Y	
	PE-21S - SHADE SYSTEM "S" - 25'x40'x12' Rectangle Mega Span	Y	
	PE-21T - SHADE SYSTEM "T" - 15'x15'x14' Offset Single Post Pyramid	Y	
	Foundation system: Delegated Design, Supply, and Installation	Y	
	SECTION 321816.13 – PLAYGROUND PROTECTIVE SURFACING	Y	
	Basis of Design: Dura Play EPDM poured-in-place rubber	Y	
	Warranty per Section 1.8	Y	Confirmed
	PERFORMANCE REQUIREMENTS	Y	
	Impact Attenuation: Critical fall height tested according to ASTM F1292.	Y	
	Accessibility Standard: Minimum surfacing performance according to ASTM F1951.	Y	
	Play Surface Materials Type:	Y	
	PE-01 - PLAY SURFACE TYPE A - Beige / Terracotta 50/50 Blend	Y	
	PE-02 - PLAY SURFACE TYPE B - Brown	Y	
	PE-03 - PLAY SURFACE TYPE C - Green	Y	
	PE-04 - PLAY SURFACE TYPE D - Blue	Y	
	PE-05 - PLAY SURFACE TYPE E - Light Blue	Y	
	PE-06 - PLAY SURFACE TYPE F - Cream	Y	
	Includes all surfacing layers - substrate primer, poured cushioning layer, intercoat primer, wearing layer, edge treatment	Y	
	FIELD QUALITY CONTROL per Section 3.6	Y	
	A. Testing Agency: Engage a qualified testing agency to perform tests.	Y	
	B. Perform "Installed Surface Performance Test" according to ASTM F 1292 for each protective surfacing type and thickness in each playground area.	Y	
	C. Playground protective surfacing will be considered defective if it does not pass tests	Y	
	D. Prepare test reports	Y	
	Protection: Prevent traffic over seamless surfacing for not less than 48 hours after installation.	Y	
	SECTION 321816.3 – PLAYGROUND GRASS RESILIENT SURFACING (TURF)	Y	
	Basis of Design: Playground Grass Ultra by ForeverLawn Inc	Y	
	Testing of materials submission per Section 1.5	Y	
	Warranty per Section 1.8	Y	Confirmed
	PE-07 - ARTIFICAL TURF BEARM WITH TUNNEL per L200	Y	
	Base Materials: aggregate 3-4" depth	Y	
	Safety Foam Pro resilient subsurface padding	Y	
	ForeverLawn Synthetic Turf	Y	
	Securing / Plastic Nailer board perimeter of the area	Y	
	Berm mounds - formed w/compacted soil and topped with shotcrete per L200	Y	Priced Prefab mound
Coord Item	36" concrete tunnels (colored) integrated into berms - Supply / Install	Y	tunnels incorporated into mound (HDPE)
	Berm drainage layer if required	N	Not required
	Secure synthetic turf to shotcrete	Y	
	CPSI (Certified Playground Safety Inspector) inspection	Y	
	Protection - temporary during construction and finished work	Y	Included $12,535
	Haul off own spoils to within project site.		$10,000
	Dewatering for own scope during construction	N	See below
	P&P	Y	-$67,946
	Alternates - See below and provide adds		
	Tech Fee (0.4%)		$12,627.48
	TOTAL		$3,111,100

POST-BID ADJUSTMENTS			
PBA-1	60 Day Price Hold	Y	Confirmed
PBA-2	Subbase included in base price	Y	Included in Base. See ALT for price breakout
PBA-3	Concrete curbs at Playground	Y	Included in Base. See ALT for price breakout
PBA-4	French drain assembly, 4" perforated pipe wrapped in geotextile fabric for playground	Y	Included in Base. See ALT for price breakout
PBA-5	Connect playground drainage to site (Coordinate with 33A Utilities)	Y	$5,385
PBA-6	Water for PIP Surface	N	$5,000
PBX-1	ESD if required for playground equipment - ROM from Kompan in interest of time	Y	$15,000
PBX-2	Permit for Shade Structures - Estimate		$5,000
PBX-3	Dewater Site 5 Day Allowance		$15,385
	POST-BID ADJUSTMENTS		$45,770

VALUE ENGINEERING / ALTERNATES		COST
ALT-1	4" crushed stone subbase for Pour-in-Place Surface	$112,942
ALT-2	French drain assembly, 4" perforated pipe wrapped in geotextile fabric for playground	$35,205
ALT-3	Connect playground drainage to site (Coordinate with 33A Utilities)	
ALT-4	Concrete curbs at Playground	$80,465
ALT-5	Shades Outside of Playground Area - Not Shown in ERP - TBD / Future	TBD
VE-1		
VE-2		
VE-3		
VE-4		
VE-5		

TX Independence Park - ERP GMP
June 12, 2026
BP 31A - Earthwork

Not to Exceed $1,983,638, Defer rest to GMP 2

Description	BPI	Diffco	No Limit
	BPI Bryan, TX 979-822-7605 Fax Billy Prewitt	Diffco Tomball, TX 346-808-7760 Fax Robert Lubianski	No Limit Houston, TX (832) 715-3398 Fax Tyler William
Complete and Sign Bid Form	Y	N	
Provide P&P Bond (Not Included in Base)	Y - 2%	Y - 1.5%	
Acknowledge Addedums ()	Y	Y	
Review Schedule	Y	Not enough Time	
Review Logistic Plan	Y	Y	
Review EHS Safety Manual	Y	Y	
Acknowledge Wage Scale	Y	Y	
Complete Exhibit E.1: Subcontractor Acknowledgement	Y	Pending	
Review Exhibit As and Sample Contracts / Provide Mark-Ups	Y	Pending	
Review Insurance (Exhibit G)	Y	Pending	
Complete HUB Forms (Exhibit T1 / T2)	Y	N/A	
HUB Percentage	N/A	N/A	
Provide EMR Rate	Y - .60	Y - .74	
Pre-Qualified w/ Skanska	Y - $8M	Pending	
Provide Itemized Cost Break Out/Unit Cost	N/A	N/A	
BASE BID	$5,837,225	$6,637,028	$6,353,735
ALLOWANCES	$0	$0	$0
POST-BID ADJUSTMENTS	$11,214	$0	$0
TOTAL	$5,848,439	$6,637,028	$6,353,735

	COST BREAKDOWN - BID PACKAGE	Y/N	COST	Y/N	COST	Y/N	COST
	Specifications - Review and Acknowledge						
	Geotechnical Report	Y		Y			
	31 00 00 - SITE CLEARING	Y		Y			
	31 22 00 - GRADING	Y		Y			
	31 23 16 - EXCAVATION	Y		Y			
	32 11 29.02 - ROLLING	Y		Y			
	31 23 33 - EXCAVATING, TRENCHING, and BACKFILLING	Y		Y			
			$5,501,420		$6,308,000		$6,353,735
	Site Demolition						
	Removal of Curb	Y		Y			
	Removal of Sidewalk	Y		Y			
	Removal of Fence	B	$6,595	Y			
	Removal of Cattle Guards	Y		Y			
	Removal of Asphalt	Y		Y			
	Removal of Gravel	Y		Y			
	Saw Cutting	Y		Y			
C6.1	**SWPPP (Provide Add Alternate Pricing)**			B	$53,500		
	SWPPP Maintenance and Inspections - Turn Over to Skanska After Demob.	Y		Y			
	Silt Fencing	Y		Y			
	Removal of Silt Fencing - **Provide Add**	B	$7,796	B	$14,500		
	Construction Entrances	Y		Y			
	Inlet Protection	Y		Y			
	Rock Checks	Y		Y - Excelsior Wattle			
	Soil Retention Blanket	Removed		Removed		Removed	
A1.1/2	Tree Protection & Maintenance of Tree Protection	B	$11,500	B	$6,480		
	Review and Acknowledge SWPPP Details	Y		Y			
	Maintenance	B	$21,840	B	$78,000		
	Earthwork & Grading						
	Review and Acknowledge the Geotechnical Report	Y		Y			
	Pond - Dewater, Cut, and Fill	Y		Y			
C4.3 & C4.6	Bike Park - Rough Grade - Cut/Fill Area	Y		Y			
	Bike Hub - Building Pad Preparation	Y		Y			
	Bike Hub - Excavate Limits of Select Fill	Y		Y			
	Bike Hub - All Fill Placed Below the Foundation for a Radius of 40' from the Hub Center Shall be Select Fill.	B	$111,600	Y			
	Bike Hub - 1' Clay Cap Over Select Fill Outside of the Foundation Area	B	$3,080	Y			
	Bike Hub - Level Existing Grade Out For Ground Improvement Subcontractor	Y		Y			
	Rough and Final Grade Midtown Dr Parking +/- 1/10	Y		Y			
	Import Fill if Required to Balance Site w/ General Fill	Y		Y			
	Scarify, Moisture Condition, Compact	Y		Y			
31 00 00	Clear and Grub	Y		Y			
	Dewatering During Duration of Scope	Y		Y - Surface Water			
	Stock Pile Excess Soil On-Site	Y		Y			
	Trench Safety - Sloping, Benching, Shoring	Y		Y			
	Survey and Staking - Benchmarks Provided by Skanska	Y		Y			
	Strip & Stockpile Topsoil	Y		Y			
	Proof Rolling and Compaction per Documents	Y		Y			
	Temporary Berms, Swales, and Drainage During Construction	Y		Y			
	Rough/Final Grade - Pavement / Hardscape	Y		Y			
	Scarify, Moisture Condition, Compact - All Paving / Walks +/- 1/10	Y		Y			
C2.1	6" Subgrade Imported Material - Paving / Walks (**Cost Breakout**)	Y - Breakout		Deduct $15,800			
	Alternate - 6" Subgrade Using On-Site General Fill	w/ 32B		w/ 32B			
C2.2/AA	Vehicular Gravel Parking - 6" Subgrade - Imported Fill, 8" Type A or D Flex Base, 1" GravelPave2 w/ 3/16" to 3/8" Angular	Y		Y			
C1.1 Note 20	Provide All Soil Testing & Certification	B	$150,000	S	$150,000		
	Backfill						
	Backfill Curbs / Hardscape	Y		Y			
	Backfill Retaining Walls - **Provide Alternate Add**	by 32B		by 32B			
	Haul Off Spoils - Own Work (Provide $/CY Unit Price)	$200/Truck - 12 CY a Truck		$25/CY			
	Haul Off Spoils - By Others (Provide Add Alternate Unit Pricing)	$150/Truck - 12 CY a Truck		$25/CY			
	Ground Improvement Scope Add - 31A.1 Carried with 31A	TBD		TBD			
	Quantities			Confirm			
	Quantity of Cut / Fill - CY	74,941 CY		69,500 CY		81,496 CY	
	Quantity of Imported General Fill - CY	192,414 CY				144,189 CY	
	Quantity of Imported Select Fill - CY	9,676 CY		111,000 CY			
	Quantity of Aggregates - TNS	60 TNS		25 TNS			
	Quantity of Flexbase - SY / CY	465 SY		210 TNS			
	Tech Fee		$23,393.75		$26,548.11		
	TOTAL		$5,837,225		$6,637,028		$6,353,735

POST-BID ADJUSTMENTS							
PBA-1	45 Day Price Hold	Y		Y			
PBA-2	Provide add for 4" Crushed Stone Sub-base at playground	Add - $56,575					
PBA-3	Stable Working Pad for Ground Improvements	Add - $11,214	$11,214				
PBX-1							
PBX-2							
PBX-3							
	POST-BID ADJUSTMENTS		$11,214		$0		$0

VALUE ENGINEERING / ALTERNATES			COST		COST		COST
ALT-1							
ALT-2							
ALT-3							
VE-1							
VE-2							
VE-3							
VE-4							
VE-5							

TX Independence Park - ERP GMP
June 12, 2026
BP 31A.1 - Ground Improvements

	Description	Geopier Geopier City, State 469.543.7565 Chris.Landau@omc.com Chris Landau		Keller Keller Houston, TX 346-661-5966 enrique.mendoza@keller-na.com Enrique Mendoza		Menard Menard Houston, TX 832-778-9606 kscott@menardgroupusa.com Kevin Scott	
	Complete and Sign Bid Form	Y - Cover Page		Y		N	
	Provide P&P Bond (Not Included in Base)	Y	2.50%	Y	1.00%	Y	1.40%
	Acknowledge Addedums ()	Y		Y		Y	
	Review Schedule	Y		Y		Y	
	Review Logistic Plan	Y		Y		Y	
	Review EHS Safety Manual	Y		Y		Y	
	Acknowledge Wage Scale	Y		Y		Y	
	Complete Exhibit E.1: Subcontractor Acknowledgement	N		N		N	
	Review Exhibit As and Sample Contracts / Provide Mark-Ups	Y		N		N	
	Review Insurance (Exhibit G)	N	Pending legal review	N		Y	
	Complete HUB Forms (Exhibit T1 / T2)	N		N		N	
	HUB Percentage	N				N	
	Provide EMR Rate	Y	0.66	Y	0.59	Y	0.74
	Pre-Qualified w/ Scanska	N	Contract will be PCI	N - Renew	$40M	Expired	
	Provide Itemized Cost Break Out/Unit Cost						
	BASE BID		$225,040		$113,051		$258,414
	ALLOWANCES		$0		$0		$0
	POST-BID ADJUSTMENTS		$35,000		$32,500		$45,000
	TOTAL		$260,040		$145,551		$303,414

COST BREAKDOWN - BID PACKAGE		Y/N	COST	Y/N	COST	Y/N	COST
			$201,000		$107,969		$252,700
	General Conditions	Y		Y		Y	
	Mobilizations	Y		Y		Y	
	Guaranteed Maximum Proposal						
	Ground Improvement System at Bike Hubs (qty 2) - 40ft radius from Hub Center	Y	Confirmed RAP System	Y	Aggregate Piers	Y	Aggregate Piers 20ft deep
	Delegated Design / Engineering / Stamps	Y		Y		Y	
	Target performance criteria (Y/N) - If N, What's Achievable		1" total settlement IF fill induced settlement is complete prior to deep foundation and deep foundations are designed and constructed to specified criteria	N	Post Construction 5" total Settlement, 2.5" Differential	N	Post Construction 4.5" total Settlement, 1/2" Differential
	Survey / Layout	Y	$10,000	Y	$4,500	Y	$4,500
	QC / Daily Oversight / Settlement Monitoring	Y	Includes QC, Oversight, Excludes settlement monitoring	Y	Excludes settlement monitoring	Y	Excludes settlement monitoring
	Inspection & Testing	Y	Testing includes CSTs / dyancone	Y		Y	
	As-built drawings and records	Y	Confirmed	Y	Confirmed	Y	Confirmed
	Coordination / avoid future drilled pier locations	Y				Y	
	Haul off own spoils to within project site	Y	$13,000	Y	Confirmed	Y	Stockpile spoils 100ft from work area
	Dewatering for own scope during construction	N	By others	N	Excluded	N	Not a concern
	Crane mats if required	N	Not required	N	Not required	N	Not required - provide stable pad
	Proposed Working Elevation / Platform		2% slope		265' Elevation, stable pad, 4%		270', 3% max slope
	Utilities requirements	N	Not required	N	Self sufficient	N	Self sufficient
	Water table: B1, B2 - 22ft to 24ft below existing grade, B3, B4 - 46ft below existing grade		Not a concern		Covered, not an issue		Covered
	Tech Fee (0.4%)		$1,040		$582		$1,214
	TOTAL		$225,040		$113,051		$258,414

POST-BID ADJUSTMENTS							
PBA-1	60 Day Price Hold	Y	Confirmed	Y	Confirmed	Y	Confirmed
PBA-2	Modulus Load Test if required		$10,000		$7,500		$20,000
PBA-3	Settlement Plate Monitoring - 4 plates, 1-2 times per month		$25,000		$25,000		$25,000
PBX-1							
PBX-2							
PBX-3							
	POST-BID ADJUSTMENTS		$35,000		$32,500		$45,000

VALUE ENGINEERING / ALTERNATES			COST		COST		COST
ALT-1	Menard: Add for 30ft deep Aggregate Piers		N/A		N/A		$227,700
ALT-2	Menard: Add for 60ft deep Rigid Inclusions		N/A		N/A		$442,700
ALT-3	Keller: 3" total settlement, 1.5" differential (piers at fill is 10 ft or greater)		N/A		$792,142		N/A
ALT-4							
VE-1							
VE-2							
VE-3							
VE-4							
VE-5							

4.1 General Conditions

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SKANSKA

General Conditions

	Months	Weeks	Cal. Days
Project Duration:	4	18	129

Project Name: Texas Independence Park
Project Number: 0
Location: TX - Houston
Project Manager: 0
Document Level: Scenematic Design
Est Type: Guaranteed Maximum Price
Ref #: 0
Current Date: 6/29/2026

Int Est. Direct Cost: $5,800,000.00
Current Est. GMP: $6,800,000.00
Proj. Start Date: 7/24/2026
Proj. Comp. Date: 12/31/2026
Owner: City of College Station
Arch/Engr: 0
Estimator: Phillip Shin
Checked: 0

Current GC's Estimate: $499,534
GCs Costs Per Month: $117,461
GCs as % of Direct Cost: 8.61%
GCs as % of GMP: 7.35%
Burden Rate from Setup: $0.00
Trade Burden Rate: 0%

GENERAL CONDITIONS - SUMMARY	STAFF MH	LABOR	TEMP MAT	EQUIP	SUB	PERM MAT	GRAND TOTAL
GROUP 01 MANAGEMENT & SUPERVISION LABOR	3,917	$294,772	$0	$0	$0	$0	$294,772
GROUP 02 STAFF EXPENSE		$0	$0	$0	$0	$0	$0
GROUP 03 TEMPORARY FACILITIES		$0	$33,350	$19,454	$0	$0	$52,804
GROUP 04 SAFETY		$0	$0	$0	$0	$0	$0
GROUP 05 MATERIAL HANDLING (EQUIPMENT)		$0	$0	$0	$0	$0	$0
GROUP 06 BONDS, TAXES, INSURANCES		$0	$146,958	$0	$0	$0	$146,958
GROUP 07 OTHER COSTS		$0	$5,000	$0	$0	$0	$5,000
	3,917	$294,772	$185,308	$19,454	$0	$0	$499,534

COST CODE	DESCRIPTION	QUAN.	UNIT	BURDENED LBR RATE	TOTAL LABOR	UNIT PRICE	TEMP MAT	UNIT PRICE	TOTAL EQUIP	UNIT PRICE	SUB	UNIT PRICE	PERM MAT	TOTAL	COMMENTS
GROUP 01	**MANAGEMENT AND SUPERVISION LABOR AND STAFF EXPENSE**														
	Account Manager - Mark Elpers	0	MH - Man Hour	$143.80	$0		$0.00		$0.00		$0.00		$0.00	$0	
	VP - Operations - Randy Pitre	0	MH - Man Hour	$194.79	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Project Executive -	0	MH - Man Hour	$115.25	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Sr. Project Manager -	0	MH - Man Hour	$98.60	$0		$0.00		$0.00		$0.00		$0.00	$0	
	VP -Project Executive -	0	MH - Man Hour	$0.00	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Project Manager -	0	MH - Man Hour	$92.10	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Project Manager -	0	MH - Man Hour	$92.10	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Assistant Project Manager - Sidney Hampton	1,083	MH - Man Hour	$79.52	$86,080		$0.00		$0.00		$0.00		$0.00	$86,080	
	MEP Project Manager -	0	MH - Man Hour	$73.00	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Ast. Project Manager -	0	MH - Man Hour	$55.30	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Project Engineer - Jyotis Joy	736	MH - Man Hour	$52.34	$38,527		$0.00		$0.00		$0.00		$0.00	$38,527	
	Project Engineer -	0	MH - Man Hour	$45.00	$0		$0.00		$0.00		$0.00		$0.00	$0	
	General Superintendent - Kevin Mulligan	0	MH - Man Hour	$154.60	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Sr. Superintendent -	0	MH - Man Hour	$117.30	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Superintendent - Jerry Howe	736	MH - Man Hour	$78.50	$57,784		$0.00		$0.00		$0.00		$0.00	$57,784	
	Superintendent - Ray Flores	0	MH - Man Hour	$95.09	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Superintendent -	0	MH - Man Hour	$87.21	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Superintendent -	0	MH - Man Hour	$85.00	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Assistant Super - TBD	606	MH - Man Hour	$62.00	$37,584		$0.00		$0.00		$0.00		$0.00	$37,584	
	Safety Director - Carlos Alvarez	112	MH - Man Hour	$129.80	$14,512		$0.00		$0.00		$0.00		$0.00	$14,512	
	Safety EHS Manager - Richard Poulis	338	MH - Man Hour	$97.82	$33,038		$0.00		$0.00		$0.00		$0.00	$33,038	
	Procurement Manager -	0	MH - Man Hour	$96.50	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Expediter -	0	MH - Man Hour	$108.01	$0		$0.00		$0.00		$0.00		$0.00	$0	
	BIM - Edwin Bailey	0	MH - Man Hour	$91.81	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Scheduler - Abdullah Tuna	112	MH - Man Hour	$86.73	$9,696		$0.00		$0.00		$0.00		$0.00	$9,696	
	Accounting Director - Erica Williams	66	MH - Man Hour	$111.52	$7,360		$0.00		$0.00		$0.00		$0.00	$7,360	
	Project Controls - Deanna Mejia	0	MH - Man Hour	$74.21	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Project Accountant - Jodi Riggs	129	MH - Man Hour	$78.99	$10,190		$0.00		$0.00		$0.00		$0.00	$10,190	
	Project Accountant -	0	MH - Man Hour	$58.54	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Project Admin -	0	MH - Man Hour	$38.79	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Supplier Diversity - Rosalyn Asher	0	MH - Man Hour	$83.46	$0		$0.00		$0.00		$0.00		$0.00	$0	
	IT Labor - Michael Perez	0	MH - Man Hour	$57.25	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Intern -	0	MH - Man Hour	$25.00	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Intern -	0	MH - Man Hour	$0.00	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Other -	0	MH - Man Hour	$73.25	$0		$0.00		$0.00		$0.00		$0.00	$0	
	Other -	0	MH - Man Hour	$75.00	$0		$0.00		$0.00		$0.00		$0.00	$0	
GROUP 02	**STAFF EXPENSE**														
01191000.5031	Airfare		TRIPS	$0.00	$0.00	$500.00	$0.00		$0.00		$0.00		$0.00	$0	
01191500.5031	Hotel Expense		WK - Weeks	$0.00	$0.00	$1,000.00	$0.00		$0.00		$0.00		$0.00	$0	
01192000.5031	Meals		EA - Each	$0.00	$0.00	$500.00	$0.00		$0.00		$0.00		$0.00	$0	
GROUP 03	**TEMPORARY FACILITIES (IN GENERAL TRADES)**														
01200500.5032	Office rental	4	MO - Month		$0		$0	$1,561.00	$6,244		$0		$0	$6,244	Based on Wilcot quote 5/25
01201000.5031	Office Mob/Demob	1	LS - Lump Sum		$0		$0	$11,970.00	$11,970		$0		$0	$11,970	
	Owner's / Architect's Trailer Setup		MO - Month		$0		$0		$0		$0		$0	$0	
01202500.5031	Storage Trailer	4	MO - Month		$0		$0	$310	$1,240		$0		$0	$1,240	
	Office Holding Tank	4	MO - Month		$0	$500	$2,000		$0		$0		$0	$2,000	
01203500.5031	Office Trailer Utility Hook up	1	LS - Lump Sum		$0	$5,000	$5,000		$0		$0		$0	$5,000	
01204000.5031	Office Temporary Electric	4	MO - Month		$0	$700	$2,800		$0		$0		$0	$2,800	
01204500.5031	Office Temporary Water / Sewer	4	MO - Month		$0	$100	$400		$0		$0		$0	$400	
	Office Trailer Dumpster	4	MO - Month		$0	$350	$1,400		$0		$0		$0	$1,400	
	Office Temp. Heat		MO - Month		$0		$0		$0		$0		$0	$0	
01210500.5031	Job Sign	1	EA - Each		$0	$3,500	$3,500		$0		$0		$0	$3,500	
	GC Office Furniture		LS - Lump Sum		$0		$0		$0		$0		$0	$0	Included in office rental
01221000.5031	Office Supplies	4	MO - Month		$0	$100	$400		$0		$0		$0	$400	
01221100.5031	Drinking Water	4	MO - Month		$0	$150	$600		$0		$0		$0	$600	
	Sanitary Supplies	4	MO - Month		$0	$50	$200		$0		$0		$0	$200	
	Office Machines	18	WK - Weeks		$0	$125	$2,250		$0		$0		$0	$2,250	
01222100.5031	Copy Machines	4	MO - Month		$0	$500	$2,000		$0		$0		$0	$2,000	
	Fax Machines		EA - Each		$0		$0		$0		$0		$0	$0	
01223200.5031	Telecommunications		MO - Month		$0		$0		$0		$0		$0	$0	
	Internet - Equipment	1	EA - Each		$0	$3,600	$3,600		$0		$0		$0	$3,600	
01223200.5031	Internet - Install	1	EA - Each		$0	$3,500	$3,500		$0		$0		$0	$3,500	
01223300.5031	Internet - Service	4	MO - Month		$0	$450	$1,800		$0		$0		$0	$1,800	
	Telephone - Install		LS - Lump Sum		$0		$0		$0		$0		$0	$0	
	Telephone - Service		MO - Month		$0		$0		$0		$0		$0	$0	
	Pay Telephone		MO - Month		$0		$0		$0		$0		$0	$0	
	Telephone - Owner / Architect		MO - Month		$0		$0		$0		$0		$0	$0	
	Radio Communications		MO - Month		$0		$0		$0		$0		$0	$0	
	Mobile Phone Communications		MO - Month		$0		$0		$0		$0		$0	$0	
	Network Access Charges		MO - Month		$0		$0		$0		$0		$0	$0	
	Security System - Offices		MO - Month		$0		$0		$0		$0		$0	$0	
	Office Cleaning		MO - Month		$0		$0		$0		$0		$0	$0	
	Pest Control - Offices		MO - Month		$0		$0		$0		$0		$0	$0	
01226000.5031	Computer and Software	1	LS - Lump Sum		$0	$4,800.00	$2,400		$0		$0		$0	$2,400	
	Project Management Information System		MO - Month		$0		$0		$0		$0		$0	$0	
01226100.5031	Technology Fee		EA - Each		$0		$0		$0		$0		$0	$0	
	Project Specific Web Site		MO - Month		$0		$0		$0		$0		$0	$0	
01227000.5031	Postage Charges	4	MO - Month		$0	$100.00	$400		$0		$0		$0	$400	
01227200.5031	Courier Charges		MO - Month		$0		$0		$0		$0		$0	$0	
	COVID Protocol Temp Checks		MO - Month		$0		$0		$0		$0		$0	$0	
01228100.5031	Blueprints / Reproduction	1	LS - Lump Sum		$0	$500	$500		$0		$0		$0	$500	
	Shop Drawings		LS - Lump Sum		$0		$0		$0		$0		$0	$0	
	As Built / Final Documents		EA - Each		$0		$0		$0		$0		$0	$0	
	OAC Manuals		EA - Each		$0		$0		$0		$0		$0	$0	
01228500.5031	Webcam	4	MO - Month		$0	$150	$600		$0		$0		$0	$600	
GROUP 04	**SAFETY (IN GENERAL TRADES)**														
01601500.5031	Safety Materials		MO - Month	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	All in General Trades
	Medical Asst		HR - Hour	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Harnesses		EA - Each	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Hard Hats		EA - Each	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Safety Glasses		EA - Each	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Safety Equipment		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
01603500.5031	Drug Screening		EA - Each	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
01604000.5031	Safety Training		EA - Each	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Training		EA - Each	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Safety Incentives		MO - Month	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
01605000.5031	Safety Weeks		EA - Each	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
GROUP 05	**MATERIAL HANDLING (EQUIP.) (IN GENERAL TRADES)**														
01800500.5031	Fuel & Oil		MO - Month	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Parking (staff only)		MO - Month	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Material Deliveries/Loading & Hauling		MO - Month	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Equipment Maintenance		MO - Month	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
01801500.5031	Superintendent Auto Expenses		MO - Month	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Project Manager Auto Expenses		MO - Month	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
GROUP 06	**BONDS, TAXES, INSURANCES**														
	Insurance		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Builders Risk Insurance	1.00	LS - Lump Sum	$0.00	$0.00	$17,758.00	$17,758.00		$0.00		$0.00		$0.00	$17,758	
	Builders Risk Deductible		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	General Liability Insurance	1.00	LS - Lump Sum	$0.00	$0.00	$85,000.00	$85,000.00		$0.00		$0.00		$0.00	$85,000	
	Automobile Insurance		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Right of Way Bond		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Cash Bond		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	P&P Bond		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Subcontractor P&P Bonds		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	SDI		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Bonds	1.00	LS - Lump Sum	$0.00	$0.00	$44,200.00	$44,200.00		$0.00		$0.00		$0.00	$44,200	
	Workers Compensation		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	OCIP/CCIP		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Sales Taxes		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Rental Taxes		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	State Business Taxes		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Municipality / City Business Taxes		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	State Excise Tax		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Taxes & Government Fees		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Impact Fees		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Utility Connection Fees		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Escrows		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Deposits		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
GROUP 07	**OTHER COST**														
	Other Costs General		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Chase Cost		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Public Relations		MO - Month	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	Ground Breaking	1	LS - Lump Sum	$0.00	$0.00	$5,000.00	$5,000.00		$0.00		$0.00		$0.00	$5,000	
	Topping Out		LS - Lump Sum	$0.00	$0.00		$0.00		$0.00		$0.00		$0.00	$0	
	GRAND TOTAL				**$294,771.93**		**$185,308.00**		**$19,454.00**		**$0.00**		**$0.00**	**$499,533.93**	

4.2 Document Log

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Texas Independence Park at Midtown
Early Release package - Permit and Pricing
Arkitex Studio Architects; Project No. 24018
May 29, 2026

DRAWINGS & SKETCHES, SPECIFICATIONS, ADDENDA and OTHER DOCUMENTS

Drawings & Sketches

Drawing or Sketch # and Description	Date	ADD #1
GENERAL		
— COVER SHEET	05/29/26	
G1.1 GENERAL INFORMATION	05/29/26	
EX.1 EXISTING GRADE AND PIER OVERLAY	06/10/26	X
CIVIL *(ADD 1 - REPLACED CIVIL DRAWINGS WITH C1.0 - SWPP; 39 PAGES)*		
C1.0 COVER SHEET	06/10/26	X
C1.1 GENERAL NOTES	06/10/26	X
C2.0 DEMOLITION PLAN	06/10/26	X
C2.1 DIMENSION CONTROL & PAVING PLAN	06/10/26	X
C2.2 PAVING DETAILS	06/10/26	X
C3.1 OVERALL TRAIL PLAN	06/10/26	X
C3.2 BLUE TRAIL PLAN & PROFILE STA. 0+00 TO 22+50	06/10/26	X
C3.3 BLUE TRAIL PLAN & PROFILE STA. 22+50 TO 45+00	06/10/26	X
C3.4 BLUE TRAIL PLAN & PROFILE STA. 45+00 TO END	06/10/26	X
C3.5 RED TRAIL PLAN & PROFILE STA. 0+00 TO 22+50	06/10/26	X
C3.6 RED TRAIL PLAN & PROFILE STA. 22+50 TO 45+00	06/10/26	X
C3.7 RED TRAIL PLAN & PROFILE STA. 45+00 TO END	06/10/26	X
C3.8 PURPLE TRAIL PLAN & PROFILE STA. 0+00 TO END	06/10/26	X
C3.9 GREEN TRAIL PLAN & PROFILE STA. 0+00 TO 17+50	06/10/26	X
C3.10 GREEN TRAIL PLAN & PROFILE STA. 17+50 TO END	06/10/26	X
C3.11 TRAIL DETAILS (SHEET 1 OF 3)	06/10/26	X
C3.12 TRAIL DETAILS (SHEET 2 OF 3)	06/10/26	X
C3.13 TRAIL DETAILS (SHEET 3 OF 3)	06/10/26	X
C4.0 OVERALL GRADING PLAN	06/10/26	X
C4.1 GRADING PLAN (SHEET 1 OF 7)	06/10/26	X
C4.2 GRADING PLAN (SHEET 2 OF 7)	06/10/26	X
C4.3 GRADING PLAN (SHEET 3 OF 7)	06/10/26	X
C4.4 GRADING PLAN (SHEET 4 OF 7)	06/10/26	X
C4.5 GRADING PLAN (SHEET 5 OF 7)	06/10/26	X
C4.6 GRADING PLAN (SHEET 6 OF 7)	06/10/26	X
C4.7 GRADING PLAN (SHEET 7 OF 7)	06/10/26	X
C4.8 HUB GRADING PROFILE	06/10/26	X

C5.1 DRAINAGE PLAN 1 OF 2	06/10/26	X
C5.1 DRAINAGE PLAN 2 OF 2	06/10/26	X
C6.1 EROSION CONTROL PLAN	06/10/26	X

Bryan-College Station Standard Street Details 12-2020

ST1	06/10/26	X
ST2	06/10/26	X
S1	06/10/26	X
S2	06/10/26	X
SW1	06/10/26	X
D	06/10/26	X
W1	06/10/26	X
W2	06/10/26	X
SWPP	06/10/26	X

ARCHITECTURAL

A1.1 SITE PLAN	05/29/26	
A1.4 SITE PLAN - WEST REGION	05/29/26	
A2.2 BIKE HUB - FLOOR PLANS	05/29/26	
A2.3 BIKE HUB - FLOOR PLANS	05/29/26	
A3.2 BIKE HUB - ELEVATIONS	05/29/26	
A3.3 BIKE HUB - SECTIONS AND DETAILS	05/29/26	

LANDSCAPE

L000 ORIENTATION PLAN	05/29/26	
L100A GENERAL NOTES + PLAYGROUND SCHEDULE	05/29/26	
L100B PLAYGROUND SCHEDULE	05/29/26	
L101 PLAYGROUND PLAN - AREA 01	05/29/26	
L102 PLAYGROUND PLAN - AREA 02	05/29/26	
L200 HARDSCAPE DETAILS	05/29/26	

STRUCTURAL

COVER - STRUCTURAL EARLY RELEASE COVER SHEET	05/29/26	

ELECTRICAL

E000 ELECTRICAL SYMBOLS & ABBREVIATIONS	05/27/26	
E010 ELECTRICAL SITE PLAN	05/27/26	
E101 ELECTRICAL POWER - EAST REGION PLAN	05/27/26	
E102 ELECTRICAL POWER - CENTRAL REGION PLAN	05/27/26	
E103 ELECTRICAL POWER - WEST PARKING	05/27/26	
E200 LIGHT FIXTURE SCHEDULE	05/27/26	
E201 ELECTRICAL LIGHTING - EAST REGION PLAN	05/27/26	
E202 ELECTRICAL LIGHTING - CENTRAL REGION PLAN	05/27/26	
E203 ELECTRICAL LIGHTING - WEST PARKING	05/27/26	
E401 ELECTRICAL RISER DIAGRAM	05/27/26	
E501 PANEL SCHEDULES	05/27/26	

Specifications

Specification Section and Description	Date	ADD #1
SECTION 00 01 10 - TABLE OF CONTENTS	05/29/26	
PROCUREMENT AND CONTRACTING REQUIREMENTS		
DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS		
00 01 15 - LIST OF DRAWING SHEETS	05/29/26	
00 50 00 - CONTRACTING FORMS AND SUPPLEMENTS	05/29/26	
GEOTECHNICAL REPORT	11/19/24	
SUPPLEMENTAL GEOTECHNICAL REPORT	04/28/26	
SPECIFICATIONS		
DIVISION 01 -- GENERAL REQUIREMENTS		
01 10 00 - SUMMARY	05/29/26	
01 20 00 - PRICE AND PAYMENT PROCEDURES	05/29/26	
01 22 00 - UNIT PRICES	05/29/26	
01 23 00 - ALTERNATES (OMITTED)	06/10/26	X
01 25 00 - SUBSTITUTION PROCEDURES	05/29/26	
01 30 00 - ADMINISTRATIVE REQUIREMENTS	05/29/26	
01 32 16 - CONSTRUCTION PROGRESS SCHEDULE	05/29/26	
01 40 00 - QUALITY REQUIREMENTS	05/29/26	
01 42 16 - DEFINITIONS	05/29/26	
01 42 19 - REFERENCE STANDARDS	05/29/26	
01 45 33 - CODE-REQUIRED SPECIAL INSPECTIONS	05/29/26	
01 50 00 - TEMPORARY FACILITIES AND CONTROLS	05/29/26	
01 57 13 - TEMPORARY EROSION AND SEDIMENT CONTROL	05/29/26	
01 60 00 - PRODUCT REQUIREMENTS	05/29/26	
01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS	05/29/26	
01 71 23 - FIELD ENGINEERING	05/29/26	
01 74 00 - CLEANING AND WASTE MANAGEMENT	05/29/26	
01 77 00 - CLOSEOUT PROCEDURES	05/29/26	
01 78 00 - CLOSEOUT SUBMITTALS	05/29/26	
01 78 23 - OPERATION AND MAINTENANCE DATA	05/29/26	
01 89 00 - SITE CONSTRUCTION PERFORMANCE REQUIREMENTS	05/29/26	
DIVISION 11 -- EQUIPMENT		
11 68 16 - PLAY STRUCTURES	05/29/26	
DIVISION 26 -- ELECTRICAL		
26 00 15 - GENERAL CONDITIONS FOR ALL ELECTRICAL WORK	05/29/26	
26 00 50 - BASIC ELECTRICAL MATERIALS AND METHODS	05/29/26	
26 05 19 - CONDUCTORS AND CABLES	05/29/26	
26 05 26 - GROUNDING AND BONDING	05/29/26	
26 05 33 - RACEWAY AND BOXES	05/29/26	

26 05 40 - ELECTRIC UNDERGROUND DISTRIBUTION	05/29/26	
26 05 53 - ELECTRICAL IDENTIFICATION	05/29/26	
26 09 23 - LIGHTING CONTROL DEVICES	05/29/26	
26 13 10 - PULL AND JUNCTION BOXES	05/29/26	
26 22 00 - DRY-TYPE TRANSFORMERS	05/29/26	
26 24 16 - PANELBOARDS	05/29/26	
26 27 26 - WIRING DEVICES	05/29/26	
26 28 16 - DISCONNECT SWITCHES AND CIRCUIT BREAKERS	05/29/26	
26 34 50 - SHORT CIRCUIT-COORDINATION STUDY - ARC FLASH HAZARD ANALYSIS	05/29/26	
26 43 13 - SURGE PROTECTION DEVICES	05/29/26	
26 56 00 - EXTERIOR LIGHTING	05/29/26	

DIVISION 31 -- EARTHWORK

31 10 00 - SITE CLEARING	05/29/26	
31 22 00 - GRADING	05/29/26	
31 23 16 - EXCAVATION	05/29/26	
31 23 33 - EXCAVATING, TRENCHING, AND BACKFILLING	06/10/26	X

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 11 29.02 - ROLLING	06/10/26	X
32 13 13 - CONCRETE PAVEMENT	06/10/26	X
32 18 16.3 - PLAYGROUND GRASS RESILIENT SURFACING	05/29/26	
32 18 16.13 - PLAYGROUND PROTECTIVE SURFACING	05/29/26	
32 32 23 - SEGMENTAL RETAINING WALLS	05/29/26	

DIVISION 33 -- SITE UTILITIES

33 40 02 - REINFORCED CONCRETE PIPE	06/10/26	X
33 42 16.13 - PRECAST REINFORCED CONCRETE BOX CULVERTS	06/10/26	X

TxDOT Item 666 - RETROREFLECTORISED PAVEMENT MARKINGS	06/10/26	X

RFI RESPONSES 1-28	06/10/26	X

4.3 RFI Log

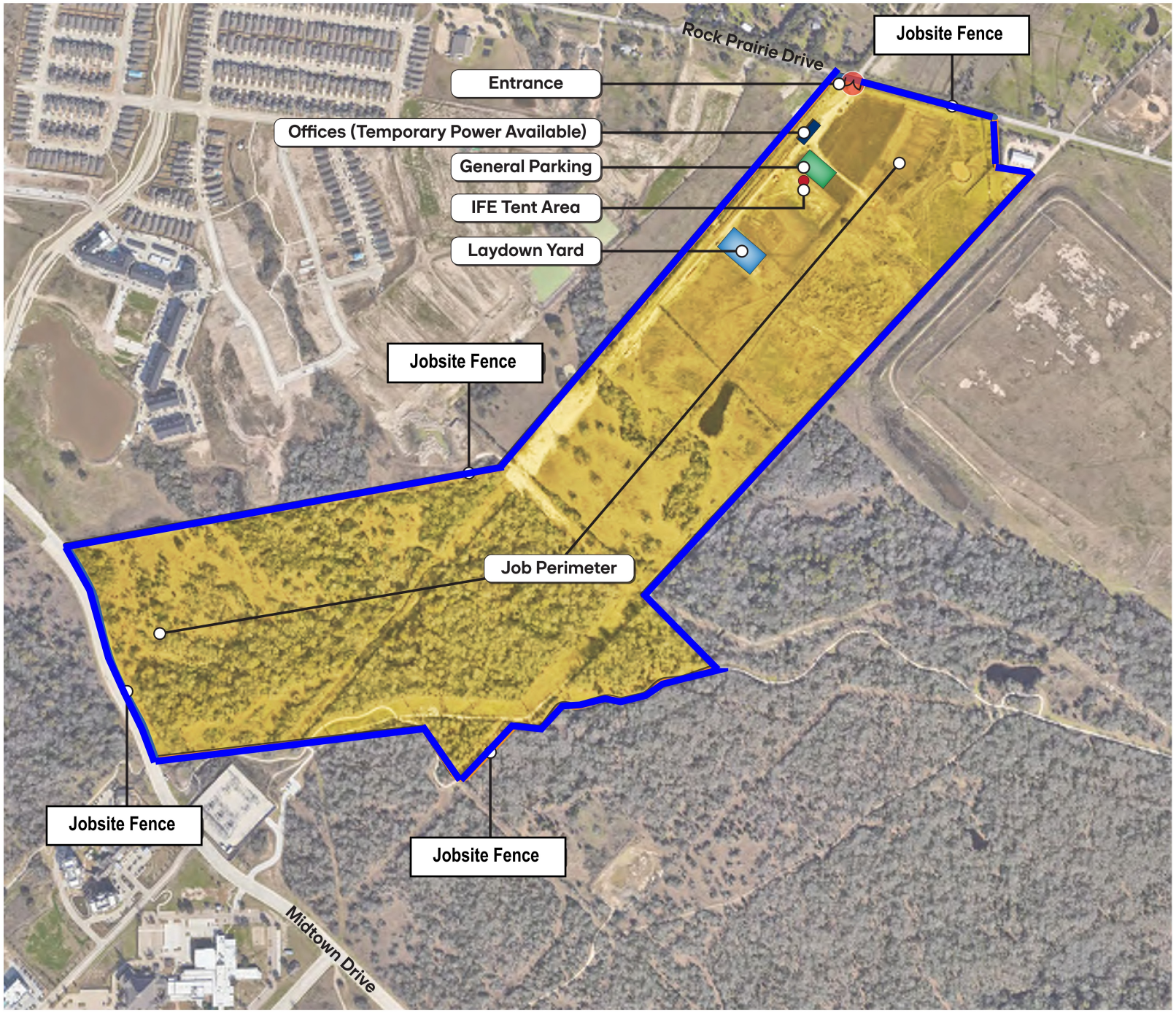
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RFI Log - Texas Independent Park - ERP						
RFI #	**Question By**	**Subject**	**Building / Area**	**Question**	**Answer**	**Answer By**
1	Skanska	Civil	Bike Hub	Could an elevation drawing be provided showing the HUB fill sketch, similar to what was provided by Mike with Arkitex. HUB fill sketch 2026-05-18.pdf	See new sheet C4.8. Any drawings of the HUBs themselves will have to come from architectural and/or structural. Additional details on the structures, ramps, select fill, piers, etc. will be provided by others.	Kimley-Horn.
2	Skanska	Civil / Structural	Bike Hub	Could a drawing be provided showing the plan view of the proposed bike hub pier locations and ground improvement area (overlay) to help facilitate coordination between the deep foundation and ground improvement subcontractors?	Overlay has been provided.	Kimley-Horn.
3	Skanska	Civil	Project	Please provide a demolition plan for the Early Release Package for East and West regions that involves the ERP scope / Areas.	Demolition for the parking lot off of Midtown Drive is shown on C2.1. Additional sheet C2.0 has been added for demolition on eastern portion of site.	Kimley-Horn.
4	Skanska	RCB Culverts	Emergency Path	Please provide profile drawings, specifications, and a updated detail for the proposed RCB culverts at the emergency path at Midtown Dr.	UPDATED: Specifications will be per City of College Station Technical Specification 33 42 16.13. Culverts have been reduced to one box culvert at each section, see updated plansheets. Profiles have been added but are based off publicly available LiDAR data and are not survey-accurate.	Kimley-Horn.
5	Skanska	XC Trail Connectors	XC Trails	What is the surface material / assembly of the XC Trail connectors. Please provide details.	Surface course should be onsite mineral soil. Most of this will be the soil directly under and around the trail tread, however, we do address borrow pits in the trail notes section.	Vanguard Trailworks
6	Skanska	Pavement Markings	Project	Please provide a specification for the following project pavement markings - 1. proposed Thermoplastic, 2. Alternate for water-based paint	Thermoplastic spec will be per TxDOT Item 666. The City wants thermoplastic, not water-based paint.	Kimley-Horn.
7	Skanska	Bridges	XC Trail	Please confirm if the bridges at the XC Trail are not part of the Early Release Package due to permitting reasons.	Bridges at the XC Trails are part of the Early Release Package. See sheets C3.8 and C3.12-C3.13.	Kimley-Horn.
8	Skanska	XC Trails Materials	XC Trails	Please confirm what the surface course, and backfill material is as shown on C3.11 typical surfacing sections.	Surface course should be onsite mineral soil. Most of this will be the soil directly under and around the trail tread, however, we do address borrow pits in the trail notes section.	Vanguard Trailworks
9	Skanska	Storm Line	Parking Lot at Midtown Dr	Please provide specifications and a profile for the Storm Drain Line shown on C5.1	Profile has been added to sheet C5.1. 12" PVC has been corrected to 18" RCP. Specifications will be per City of College Station Technical Specification 33 40 02.	Kimley-Horn.
10	Skanska	Inlet	Parking Lot at Midtown Dr	Page C5.1 Drainage Plan calls out a Inlet per city detail D1-01. There is not detail D1-01 in the drawings, please provide the missing detail.	City standard details have been added to the back of the set.	Kimley-Horn.
11	Skanska	Erosion Control	Project	Please provide a specification and details for project erosion control items in C6.1.	Inlet protection, concrete washout, silt fence, construction entrance, and ditch erosion control shall be per City standard details on sheet "SWPPP". City standard details have been added to the back of the set. Rock check dams have been swapped out for hay bales for cohesion.	Kimley-Horn.
12	Skanska	Tree Protection	Project	Are the dotted lines shown on the site plans to be tree protection even if they are not specifically called out like this? 	Yes, the note applies to all locations where protetcion fencing symbology line is used.	Pamela da Graca (Arkitex)
13	Skanska	Expansion Joints	Project	There is a conflict of information on the expansion and control joints between civil drawings and architectural drawings. Please advise which sheets govern.	Expansion and control joints shall be per the geotechnical report recommendations.Control joints will follow the most restrictive dimension referenced.	Pamela da Graca (Arkitex) and Kimley Horn
14	Skanska	City Details	Project	Please provide the following details as listed on C2.1 - ST1-00 and ST1-04	City standard details have been added to the back of the set.	Kimley-Horn.
15	Skanska	Alternate No.5	Playground Area	On L101 there is a note calling out an outlined area to be listed as an alternate 5. What is this? Is this part of the ERP?	2 addititional areas of artifical turf berms. This is not part of ERP. Will be part of 100% CD.	Skanska
16	Skanska	Clay Cap / Select Fill	Bike Hub	On the Structural Cover Page Note 4A under Building Pad Preparation the select fill note conflicts with the grading plan. Please confirm the extents of the select fill and the clay cap.	The structural requirement is to have select fill below the Hub foundation and extending 10'-0" beyond the Hub foundation perimeter, with the clay cap outside the foundation extents per the geotechnical report. The larger 40'-0" radius appears to be a coordinated project requirement related to the roll-in ramp discussions with Vanguard, Kimley-Horn, and Arkitex, intended to help minimize differential settlement in those areas. We will update our drawings to reflect this to make it simpler for the contractor.	DUDLEY
17	Skanska	Ground Improvements	Bike Hub	Please provide a performance specification for the ground improvement scopes.	The required performance criteria for the ground improvement at the HUB's is specified on the structural cover sheet. If additional information is needed, please let us know specifically what that is	Dudley
18	Skanska	Specifications	Project	Please provide the specifications for the following scopes - 1. Joint Sealants 2. Dewatering 3. CIP Concrete (including high sulfate information)	Joint Sealant shall be per City of College Station Technical Specification 32 13 13. Concrete shall be per City of College Station Technical Specification 03 30 00. No dewatering spec is available. Pond should be pumped into creek. Dewatering specs are typically for encountering groundwater, not this scenario.	Kimley-Horn.

19	Skanska	Document Conflicts	Project	C2.2 Paving Details is included in the plans but not listed in the drawing index and specification 01 23 00 Alternates is listed in the index but not included in the spec book.	Alternates sections is not relevant to the ERP, it's including in the index may be disregarded. C2.2 is relevant to the ERP and should be considered part of the set.	Pamela da Graca (Arkitex)
20	Skanska	Specifications	Project	C2.1 under paving note #7, the note calls to refer to specification 32 11 29.02 but this spec is missing from the documents. Please provide the missing spec.	This spec is a City of College Station Technical Specification. 32 11 29.02 Rolling.	Kimley-Horn.
21	Skanska	Grading Plans	Bike Hub	Please provide the the values for the existing grade contour lines on page C4.6.	Existing contour labels have been added to sheet C4.6.	Kimley-Horn.
22	Skanska	Drain pipes	Civil	Page C3.1 shows descriptions in the bottom right corner. In the "Other" section there are 12" and 15" drain pipes. Please provide the locations, detail section, and materials of pipe	Per the note under Drainage on C3.1 these culverts are to be used in the XC trail as approved by the engineer's field representative, so the locations will be determined in the field. The current alignment doesn't definitively require any culverts, but depending on how they do the lift and tilt sections, they will likely need these sizes, so we included them.	Vanguard Trailworks
23	Skanska	Standard Culvert	Civil	The standard culvert detail is shown on C3.11 but its not shown anywhere in the plans. Please provide locations of the standard culvert.	See above response to RFI 22	Vanguard Trailworks
24	Skanska	Tree Removal	XC Trail	There is a note on C3.1 under Tree Removal that trees shall remain unless they block the route. Were there any trees encountered that blocked the XC route when the trail flag line was set?	No standing trees were noted for removal other than small understory which there is a lot of. There may be downed trees and logs needing cut, but no standing trees over 6" diameter should need cut.	Vanguard Trailworks
25	Skanska	Erosion Control	Existing Creek	C2.0 Demolition Plan calls for erosion control measures and excavation sloping at the creek. Please provide more information for erosion control and excavation sloping to include in the ERP.	Note has been removed. No work should be taking place in the creek with the ERP. The only work in the creek should be the pond outfall in the full package.	Kimley-Horn.
26	Skanska	Inlet Grate Removal	Project	C2.1 Demolition Plan calls out remove grate inlet top and replace with manhole ring/lid. There is no utility plan showing this scope. Will this be included in the ERP?	This should be included in ERP to bring junction box up to proposed grade. No utility plan necessary. Bring junction box up to grade per City of College Station standard detail D1-02.	Kimley-Horn.
27	Skanska	Soil Retention Blanket	Project	The Erosion Control Plan shows soil retention blanket but it is not called out anywhere in the drawings. Please provide locations of the soil retention blanket if required in ERP.	Soil retention blanket has been removed from the legend.	Kimley-Horn.
28	Skanska	Specifications	Project	Spec section 334002 Reinforced Concrete Pipe calls to reference 31 23 33 - Excavating, Trenching, and Backfilling but this spec is not provided. Please provide the missing spec.	Spec has been provided. For future reference, all City specifications can be found here: https://www.bcsunited.net/	Kimley-Horn.
29						
30						
31						

4.4 Logistic Plan

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Project Scope

Legend

- Entrance
- Jobsite fence
- Laydown yard
- IFE tent
- General parking
- Offices

Texas Independence Park
City of College Station

Logistics Plan
Overall Site Plan

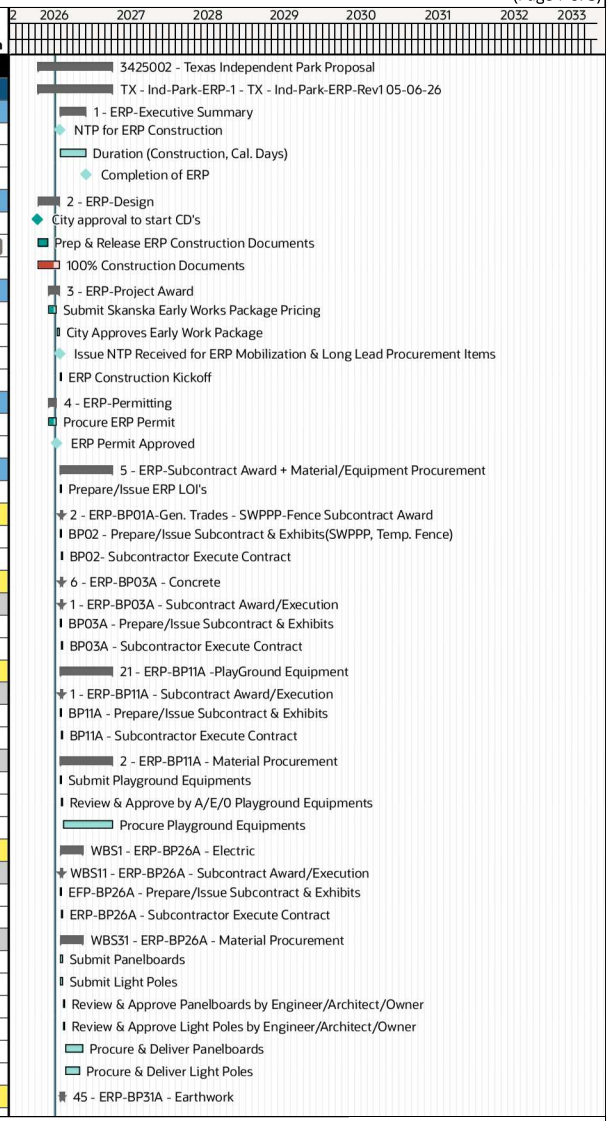
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NORTH

4.5 Schedule

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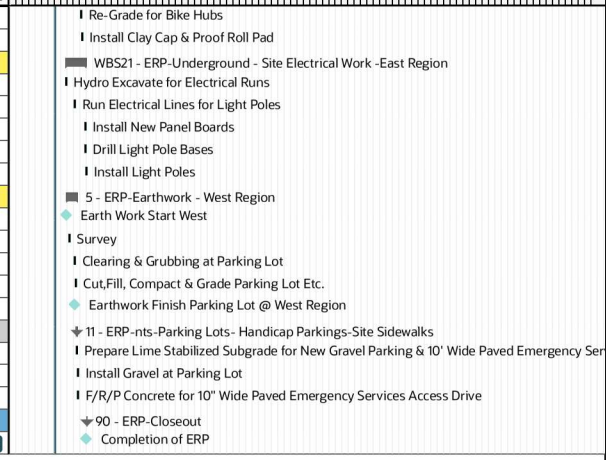
ID	Name	Planned Duration	Remaining Duration	Duration Percent Complete	Start	Finish
3425002 - Texas Independent Park Proposal		204d	197d	3.43%	07-Apr-26 A	01-Apr-27
TX - Ind-Park-ERP-1 - TX - Ind-Park-ERP-Rev1 05-06-26		204d	197d	3.43%	07-Apr-26 A	01-Apr-27
1 - ERP-Executive Summary		91d	91d	0.00%	22-Jul-26	30-Nov-26
ERP.MILE-120	NTP for ERP Construction	0d	0d	0.00%	22-Jul-26	
ERP.SUMM-100	Duration (Construction, Cal. Days)	132d	132d	0.00%	22-Jul-26	30-Nov-26
ERP.MILE-900	Completion of ERP	0d	0d	0.00%		30-Nov-26
2 - ERP-Design		62d	20d	67.74%	07-Apr-26 A	21-Jul-26
ERP.DESIGN-100	City approval to start CD's	0d	0d	100.00%	07-Apr-26 A	
ERP.DESIGN-110	Prep & Release ERP Construction Documents	38d	0d	100.00%	07-Apr-26 A	29-May-26 A
ERP.DESIGN-140	100% Construction Documents	62d	20d	67.74%	07-Apr-26 A	21-Jul-26
3 - ERP-Project Award		29d	22d	24.14%	29-May-26 A	23-Jul-26
ERP.AWD-230	Submit Skanska Early Works Package Pricing	10d	10d	0.00%	29-May-26 A	07-Jul-26
ERP.AWD-240	City Approves Early Work Package	10d	10d	0.00%	08-Jul-26	21-Jul-26
ERP.AWD-245	Issue NTP Received for ERP Mobilization & Long Lead Procurement Items	0d	0d	0.00%	22-Jul-26	
ERP.AWD-190	ERP Construction Kickoff	1d	1d	0.00%	23-Jul-26	23-Jul-26
4 - ERP-Permitting		17d	10d	41.18%	29-May-26 A	07-Jul-26
ERP.PERMIT-100	Procure ERP Permit	10d	10d	0.00%	29-May-26 A	07-Jul-26
ERP.PERMIT-110	ERP Permit Approved	0d	0d	0.00%		07-Jul-26
5 - ERP-Subcontract Award + Material/Equipment Procurement		177d	177d	0.00%	22-Jul-26	01-Apr-27
ERP.AWD.PR.LOI	Prepare/Issue ERP LOI's	2d	2d	0.00%	22-Jul-26	23-Jul-26
2 - ERP-BP01A-Gen. Trades - SWPPP-Fence Subcontract Award		10d	10d	0.00%	24-Jul-26	06-Aug-26
ERP.BP02.AWD-1009	BP02 - Prepare/Issue Subcontract & Exhibits(SWPPP, Temp. Fence)	5d	5d	0.00%	24-Jul-26	30-Jul-26
ERP.BP02.AWD-1029	BP02- Subcontractor Execute Contract	5d	5d	0.00%	31-Jul-26	06-Aug-26
6 - ERP-BP03A - Concrete		10d	10d	0.00%	24-Jul-26	06-Aug-26
1 - ERP-BP03A - Subcontract Award/Execution		10d	10d	0.00%	24-Jul-26	06-Aug-26
ERP.BP03A.AWD-100	BP03A - Prepare/Issue Subcontract & Exhibits	5d	5d	0.00%	24-Jul-26	30-Jul-26
ERP.BP03A.AWD-120	BP03A - Subcontractor Execute Contract	5d	5d	0.00%	31-Jul-26	06-Aug-26
21 - ERP-BP11A -PlayGround Equipment		175d	175d	0.00%	24-Jul-26	01-Apr-27
1 - ERP-BP11A - Subcontract Award/Execution		10d	10d	0.00%	24-Jul-26	06-Aug-26
ERP.BP11A.AWD-100	BP11A - Prepare/Issue Subcontract & Exhibits	5d	5d	0.00%	24-Jul-26	30-Jul-26
ERP.BP11A.AWD-120	BP11A - Subcontractor Execute Contract	5d	5d	0.00%	31-Jul-26	06-Aug-26
2 - ERP-BP11A - Material Procurement		175d	175d	0.00%	24-Jul-26	01-Apr-27
A1080	Submit Playground Equipments	5d	5d	0.00%	24-Jul-26	30-Jul-26
A1070	Review & Approve by A/E/0 Playground Equipments	5d	5d	0.00%	31-Jul-26	06-Aug-26
ERP.BP11A.AWD-200	Procure Playground Equipments	165d	165d	0.00%	07-Aug-26	01-Apr-27
WBS1 - ERP-BP26A - Electric		80d	80d	0.00%	24-Jul-26	13-Nov-26
WBS11 - ERP-BP26A - Subcontract Award/Execution		10d	10d	0.00%	24-Jul-26	06-Aug-26
A1030	EFP-BP26A - Prepare/Issue Subcontract & Exhibits	5d	5d	0.00%	24-Jul-26	30-Jul-26
A1040	ERP-BP26A - Subcontractor Execute Contract	5d	5d	0.00%	31-Jul-26	06-Aug-26
WBS31 - ERP-BP26A - Material Procurement		80d	80d	0.00%	24-Jul-26	13-Nov-26
ERP.BP26A.PR-100	Submit Panelboards	10d	10d	0.00%	24-Jul-26	06-Aug-26
ERP.BP26A.PR-130	Submit Light Poles	10d	10d	0.00%	24-Jul-26	06-Aug-26
ERP.BP26A.PR-110	Review & Approve Panelboards by Engineer/Architect/Owner	10d	10d	0.00%	07-Aug-26	20-Aug-26
ERP.BP26A.PR-140	Review & Approve Light Poles by Engineer/Architect/Owner	10d	10d	0.00%	07-Aug-26	20-Aug-26
ERP.BP26A.PR-120	Procure & Deliver Panelboards	60d	60d	0.00%	21-Aug-26	13-Nov-26
ERP.BP26A.PR-150	Procure & Deliver Light Poles	50d	50d	0.00%	21-Aug-26	30-Oct-26
45 - ERP-BP31A - Earthwork		20d	20d	0.00%	24-Jul-26	20-Aug-26



ID	Name	Planned Duration	Remaining Duration	Duration Percent Complete	Start	Finish
1 - ERP-BP31A - Subcontract Award/Execution		20d	20d	0.00%	24-Jul-26	20-Aug-26
ERP.BP31A.AWD-100	BP31A - Prepare/Issue Subcontract & Exhibits Earthwork Sub	5d	5d	0.00%	24-Jul-26	30-Jul-26
ERP.BP31A.AWD-130	BP31A - Prepare/Issue Subcontract & Exhibits XC BikeTrails Sub	5d	5d	0.00%	24-Jul-26	30-Jul-26
ERP.BP31A.AWD-200	Sub Engineer Ground Improvements Shop Drwawings	10d	10d	0.00%	24-Jul-26	06-Aug-26
ERP.BP31A.AWD-120	BP31A - Subcontractor Execute Contract Earthwork Sub	5d	5d	0.00%	31-Jul-26	06-Aug-26
ERP.BP31A.AWD-140	BP31A - Subcontractor Execute Contract XC BikeTrails Sub	5d	5d	0.00%	31-Jul-26	06-Aug-26
ERP.BP31A.AWD-210	A/E/O Review/Approve Ground Improvement Shops	10d	10d	0.00%	07-Aug-26	20-Aug-26
10 - ERP-Construction		78d	78d	0.00%	10-Aug-26	30-Nov-26
2 - ERP-Mobilization		16d	16d	0.00%	10-Aug-26	31-Aug-26
ERP.MOB-100	GPRS Site	3d	3d	0.00%	10-Aug-26	12-Aug-26
ERP.MOB-101	Brush Hog Site	3d	3d	0.00%	10-Aug-26	12-Aug-26
ERP.MOB-110	Install Temp. Construction Fence	10d	10d	0.00%	10-Aug-26	21-Aug-26
ERP.MOB-140	Locate & Mark Existing Utilities	3d	3d	0.00%	13-Aug-26	17-Aug-26
ERP.MOB-120	Deliver/Setup Construction Office Trailer	2d	2d	0.00%	18-Aug-26	19-Aug-26
ERP.MOB-150	Construct Temp. Access Road	2d	2d	0.00%	18-Aug-26	19-Aug-26
ERP.MOB-160	Install SWPPP & Protect Existing Manholes & Inlets	10d	10d	0.00%	18-Aug-26	31-Aug-26
ERP.MOB-170	Hydro for water hookup trailer	2d	2d	0.00%	18-Aug-26	19-Aug-26
ERP.MOB-200	Add Install Storage Yard & Temp Parking Lot	5d	5d	0.00%	20-Aug-26	26-Aug-26
ERP.MOB-130	Install Utilities to Construction Office Trailer	3d	3d	0.00%	24-Aug-26	26-Aug-26
1 - ERP-Site Demo		10d	10d	0.00%	24-Aug-26	04-Sep-26
ERP.SITE.DEMO-110	Mobilize Earthwork Sub	1d	1d	0.00%	24-Aug-26	24-Aug-26
ERP.SITE.DEMO-115	Protect Existing Vegetation & Trees at ERP Designated Areas	2d	2d	0.00%	25-Aug-26	26-Aug-26
ERP.SITE.DEMO-120	Demo Existing Dead Trees at ERP Designated Areas	5d	5d	0.00%	27-Aug-26	02-Sep-26
ERP.SITE.DEMO-130	Demo/Haul Off Existing Pavements Including both Driveway & Asphalt Pavements at ERP ...	5d	5d	0.00%	27-Aug-26	02-Sep-26
ERP.SITE.DEMO-135	Remove existing Utilities at ERP Designated Areas	2d	2d	0.00%	03-Sep-26	04-Sep-26
ERP.SITE.DEMO-160	Site Demo Complete	0d	0d	0.00%		04-Sep-26
3 - ERP-Earthwork - Central Region		29d	29d	0.00%	25-Aug-26	05-Oct-26
ERP.ARTHWORK-CR-110	Survey	3d	3d	0.00%	25-Aug-26	27-Aug-26
ERP.EARTHWORK-CR-100	Earth Work Start Central Region at ERP Designated Areas	0d	0d	0.00%	25-Aug-26	
ERP.EARTHWORK-CR-120	Clearing & Grubbing at ERP Designated Areas	10d	10d	0.00%	28-Aug-26	11-Sep-26
ERP.EARTHWORK-CR-141	Pump Water From Pond	5d	5d	0.00%	28-Aug-26	03-Sep-26
ERP.EARTHWORK-CR-131	Excavate Detention Basin and Haul off soil to East Region to Preload HUB Pads	20d	20d	0.00%	08-Sep-26	05-Oct-26
ERP.EARTHWORK-CR-130	Grading at ERP Designated Areas	10d	10d	0.00%	14-Sep-26	25-Sep-26
ERP.EARTHWORK-CR-150	Build Swales at ERP Designated Areas	5d	5d	0.00%	21-Sep-26	25-Sep-26
ERP.EARTHWORK-CR-180	Earthwork Finish Central Region	0d	0d	0.00%		05-Oct-26
10 - ERP-Earthwork - East Region		53d	53d	0.00%	25-Aug-26	06-Nov-26
ERP.EARTHWORK-ER-230	EarthWork Start East Region	0d	0d	0.00%	25-Aug-26	
ERP.EARTHWORK-ER-240	Survey	3d	3d	0.00%	28-Aug-26	01-Sep-26
ERP.EARTHWORK-ER-250	Clearing & Grubbing at ERP Designated Areas	10d	10d	0.00%	14-Sep-26	25-Sep-26
ERP.EARTHWORK-ER-200	Cut,Fill,Compact Rest of the East Region	20d	20d	0.00%	05-Oct-26	30-Oct-26
ERP.EARTHWORK-ER-260	Grading at ERP Designated Areas	5d	5d	0.00%	05-Oct-26	09-Oct-26
ERP.EARTHWORK-ER-220	Build Swales at ERP Designated Areas	4d	4d	0.00%	12-Oct-26	15-Oct-26
ERP.EARTHWORK-ER-280	Earthwork Finish East Region	0d	0d	0.00%		02-Nov-26
WBS41 - Ground Improvements		39d	39d	0.00%	15-Sep-26	06-Nov-26
GI.EAST.EW.FND-100	Import Soil Work Pad for Piers	5d	5d	0.00%	15-Sep-26	21-Sep-26
GI.EAST.EW.FND-110	Grade Work Pad for Piers	5d	5d	0.00%	22-Sep-26	28-Sep-26
GI.EAST.EW.FND-120	Install Ground Improvement Piers	20d	20d	0.00%	29-Sep-26	26-Oct-26



ID	Name	Planned Duration	Remaining Duration	Duration Percent Complete	Start	Finish
GI.EAST.EW.FND-140	Re-Grade for Bike Hubs	5d	5d	0.00%	27-Oct-26	02-Nov-26
GI.EAST.EW.FND-130	Install Clay Cap & Proof Roll Pad	5d	5d	0.00%	02-Nov-26	06-Nov-26
WBS21 - ERP-Underground - Site Electrical Work -East Region		72d	72d	0.00%	18-Aug-26	30-Nov-26
ERP.EARTHWORK-ER-261	Hydro Excavate for Electrical Runs	5d	5d	0.00%	18-Aug-26	24-Aug-26
ERP.EARTHWORK-ER-264	Run Electrical Lines for Light Poles	5d	5d	0.00%	28-Sep-26	02-Oct-26
ERP.EARTHWORK-ER-262	Install New Panel Boards	3d	3d	0.00%	16-Nov-26	18-Nov-26
ERP.EARTHWORK-ER-263	Drill Light Pole Bases	3d	3d	0.00%	19-Nov-26	23-Nov-26
ERP.EARTHWORK-ER-265	Install Light Poles	3d	3d	0.00%	24-Nov-26	30-Nov-26
5 - ERP-Earthwork - West Region		39d	39d	0.00%	25-Aug-26	19-Oct-26
ERP.EARTHWORK.WESTR.-240	Earth Work Start West	0d	0d	0.00%	25-Aug-26	
ERP.EARTHWORK-WESTR.-200	Survey	2d	2d	0.00%	02-Sep-26	03-Sep-26
ERP.EARTHWORK-WESTR.-210	Clearing & Grubbing at Parking Lot	3d	3d	0.00%	28-Sep-26	30-Sep-26
ERP.EARTHWORK-WESTR.-230	Cut,Fill, Compact & Grade Parking Lot Etc.	3d	3d	0.00%	01-Oct-26	05-Oct-26
ERP.EARTHWORK-WESTR.-270	Earthwork Finish Parking Lot @ West Region	0d	0d	0.00%		05-Oct-26
11 - ERP-nts-Parking Lots- Handicap Parkings-Site Sidewalks		10d	10d	0.00%	06-Oct-26	19-Oct-26
ERP.PVMNT.WEST-100	Prepare Lime Stabilized Subgrade for New Gravel Parking & 10' Wide Paved Emergency Ser...	5d	5d	0.00%	06-Oct-26	12-Oct-26
ERP.PVMNT.WEST-110	Install Gravel at Parking Lot	3d	3d	0.00%	13-Oct-26	15-Oct-26
ERP.PVMNT.WEST-140	F/R/P Concrete for 10" Wide Paved Emergency Services Access Drive	5d	5d	0.00%	13-Oct-26	19-Oct-26
90 - ERP-Closeout		0d	0d	0.00%	30-Nov-26	30-Nov-26
COMPLETION.ERP	Completion of ERP	0d	0d	0.00%		30-Nov-26 C





SKANSKA

Skanska USA Building Inc.
usa.skanska.com

800 Capitol St.
Suite 1210
Houston, TX 77002

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Pursuant to Tex. Gov't Code Sec. 2269.258:

(a) No Bid Bond Provided – If the GMP has not yet been determined and the CMAR did not provide an acceptable bid bond, the CMAR shall provide at contract award either **(1)** Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or **(2)** the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

(b) Bid Bond Provided – If the GMP has not yet been determined and the CMAR has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City's acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

Project No. _____
Bond Nos. 9501447; 012217545; K42234278; 30253096; 47-SUR-300013-01-0555

PERFORMANCE BOND

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

THAT WE, Skanska USA Building Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto See Attachment "A", a corporation organized and existing under the laws of the State of See Attachment "A", licensed to do 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, Texas ("City"), a municipal corporation, in the sum of Six Million Eighty Hundred Fifty-Two Thousand Eight Hundred Forty-Two and no/100 Dollars ($ 6,852,842.00) 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 pursuant to the obligations and payment of this Performance Bond ("Bond") as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed an Agreement (as used herein including the Agreement Documents) in writing with the City of College Station for the following City Project ("Project'):
Texas Independence Park,
with all of the work ("Work") for the Project to be done as set out in full in said Agreement therein referred to and adopted by the City Council of the City of College Station, Texas, all of which documents, as amended, are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the Contractor shall faithfully and strictly perform Agreement in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in

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accordance with the Agreement Documents described therein, and shall comply strictly with each and every provision of the Agreement, as amended, including all warranties and indemnities therein, and with this Bond, then this Bond obligation shall become null and void and shall have no further force and effect; otherwise this Bond obligation is to remain in full force and effect.

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

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom. Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 of the Texas

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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 statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

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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 a current Power of Attorney as required by this Bond.

CONTRACTOR EXECUTION:

ATTEST, SEAL OF CONTRACTOR: (if a corporation)

WITNESS: (if not a corporation)

By: _____

Name: _____

Title: _____

Date: _____

Skanska USA Building Inc.,

Signed by:

By: Dennis Yung

6F6F7CE47781410...

Name: Dennis Yung

Title: Dennis Yung - Executive Vice President - GM

Date: July 15, 2026

Address of Contractor: _____

800 Capitol Street, Houston, TX 77002

SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

By: Sandra C. Loes

Name: Sandra C. Loes

Title: Witness

Date: July 15, 2026

ZURICH AMERICAN INSURANCE COMPANY; FEDERAL INSURANCE COMPANY; LIBERTY MUTUAL INSURANCE COMPANY; THE CONTINENTAL INSURANCE COMPANY; BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

(Name of Surety)

By: Nicole Roy

Name: Nicole Roy

Title: Attorney-in-Fact

Date: July 15, 2026

Address of Surety: See Attachment "A"

ACCEPTANCE BY CITY:
REVIEWED:

Derra Purnell

City Attorney's Office

Date: 7/16/2026

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

City Manager

Date: _____

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Alliant Insurance Services, Inc.
125 High Street, Suite 2205
Boston, MA 02110

P (617) 535-7200

CA License No. 0C36861
alliant.com

ATTACHMENT A

BOND NO. 9501447; 012217545; K42234278; 30253096; 47-SUR-300013-01-0555

Texas Independence Park

ZURICH AMERICAN INSURANCE COMPANY, a New York corporation

ADDRESS OF SURETY

1299 Zurich Way, Schaumburg, IL 60196

FEDERAL INSURANCE COMPANY, an Indiana corporation

ADDRESS OF SURETY

202B Hall's Mill Road, Whitehouse Station, NJ 08889

LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts corporation

ADDRESS OF SURETY

175 Berkeley Street, Boston, MA 02116

THE CONTINENTAL INSURANCE COMPANY, a Pennsylvania corporation

ADDRESS OF SURETY

151 N. Franklin Street, Chicago, IL 60606

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a Nebraska corporation

ADDRESS OF SURETY

1314 Douglas Street, Suite 1400, Omaha, NE 68102

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ZURICH

Texas Important Notice

Have a complaint or need help?

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

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

Zurich North America
To get information or file a complaint with your insurance company

Call: Customer Inquiry Center at 1-847-413-5438

Toll-free: 1-800-382-2150

Email: info.source@zurichna.com
Mail: 1299 Zurich Way, Schaumburg, IL 60196-1056

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:
Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

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

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

Zurich North America
Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: Customer Inquiry Center at 1-847-413-5438

Teléfono gratuito: 1-800-382-2150

Correo electrónico: info.source@zurichna.com
Dirección postal:1299 Zurich Way, Schaumburg, IL 60196-1056

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:
Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

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Liberty Mutual
SURETY

Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

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

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

Liberty Mutual Insurance Company

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

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

The Texas Department of Insurance

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

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

¿Tiene una queja o necesita ayuda?

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

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

Liberty Mutual Insurance Company

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

Docusign Envelope ID: 1D701819-0177-86C9-80B9-5D97B2AC0524

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

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

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

El Departamento de Seguros de Texas

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

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

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

Correo electrónico: ConsumerProtection@tdi.texas.gov

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

Docusign Envelope ID: 1D701819-0177-86C9-80B9-5D97B2AC0524

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

IMPORTANT NOTICE

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

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

To get information or file a complaint with CHUBB:

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

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

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

AVISO IMPORTANTE

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

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

Para obtener informacion o registro de una queja con CHUBB:

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

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

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

Docusign Envelope ID: 1D701819-0177-86C9-80B9-5D97B2AC0524

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 30253096.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
333 South Wabash
Chicago, IL 60604

Telephone: (312) 822-5000

Docusign Envelope ID: 1D701819-0177-86C9-80B9-5D97B2AC0524



Berkshire Hathaway
Specialty Insurance

One Lincoln Street, 23rd Floor
Boston, MA 02111

IMPORTANT NOTICE:

To obtain information or make a complaint:

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:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 1-512-490-1007

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it to the following address:

Physical Address: One Lincoln Street, 23rd Floor Boston, MA 02111

You may also contact the Berkshire Hathaway Insurance Company office by telephone at:

1-855-453-9675 or email claimsnotice@bhspecialty.com

Texas Demand Address: BHSIC c/o Gieger, Laborde & Laperouse, LLC
5151 San Felipe , Suite 750,
Houston, TX 77027
Phone: (832) 255-6000

PREMIUM OF CLAIM DISPUTES:
If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolived, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become part or condition of the attached document.

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ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael J. CUSACK, Eric J. CANTERBURY, John J. GAMBINO, Sandra C. LOPES, Nicole ROY, Natalie CONEYS, Jean M. FEENEY, Nicholas LABBE, Laurie ROTHWELL, Gabriela C. WITTICH, Michael H. CUSACK, John E. DECHIARO, Elizabeth WOMACK, of Boston, Massachusetts,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 02nd day of September, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 02nd day of September, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Docusign Envelope ID: 1D701819-0177-86C9-80B9-5D97B2AC0524

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of July, 2026.

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Colonial American Casualty and Surety Company CORPORATE SEAL

Zurich American Insurance Company CORPORATE SEAL 1971 New York

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Docusign Envelope ID: 1D701819-0177-86C9-80B9-5D97B2AC0524

Liberty Mutual SURETY

POWER OF ATTORNEY

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

Certificate No: **8214258 - 977466**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Elizabeth Womack, Eric J. Canterbury, Gabriela C. Wittich, Jean M. Feeney, John DeChiaro, John J. Gambino, Laurie Rothwell, Michael H. Cusack, Michael J. Cusack, Natalie Coneys, Nicholas Labbe, Nicole Roy, Richard A. Leveroni, Sandra C. Lopes

all of the city of Boston state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of July , 2025 .

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of July , 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

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

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of July , 2026 .

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

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CHUBB

Power of Attorney

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

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint - Richard A. Leveroni of Farmington, Connecticut; Natalie Coneys, Michael J. Cusack, Jean M. Feeney, John J. Gambino, Nicholas Labbe, Sandra C. Lopes, Laurie Rothwell, Nicole Roy, Gabriela C. Wittich and Elizabeth Womack of Boston, Massachusetts; Eric J. Canterbury of Ballston Lake, New York; Michael H. Cusack and John DeChiaro of New York, New York----------

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **17th** day of **June, 2025.**

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **17th** day of **June, 2025** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Stacy J Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50175208
COMMISSION EXPIRES OCT 15, 2026

Notary Public

CERTIFICATION

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

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

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

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

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

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

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

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 15th day of July, 2026

Rupert HD Swindells, Assistant Secretary

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael J Cusack, Nicole Roy, Sandra C Lopes, Natalie Coneys, Jean M Feeney, Nicholas Labbe, Laurie Rothwell, Joseph Gambino Eric J Canterbury, John J Gambino, Gabriela C Wittich,John DeChiaro, Michael H Cusack, Elizabeth Womack, Individually

of Boston, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of February, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereun[illegible]ıe and affixed the seal of the said insurance company this 15th day of July, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Docusign Envelope ID: 1D701819-0177-86C9-80B9-5D97B2AC0524

47-SUR-300013-01-0555

BERKSHIRE HATHAWAY SPECIALTY INSURANCE

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and NATIONAL INDEMNITY COMPANY**, corporation existing under and by virtue of the laws of the State of Nebraska, and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint **Nicole Roy, Nicholas Labbe, Laurie Rothwell, Jean M. Feeney, Michael J. Cusack, Sandra C. Lopes, John J. Gambino, Eric J. Canterbury, Gabriela C. Wittich, Elizabeth Womack, Leif Neandross** located at **125 High Street, of the city of Boston, State of Massachusetts** as their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, bid related commitments to include surety consents, surety consents for release or reduction of retained percentages, final estimates on engineering and construction contracts or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such related writings obligatory in the nature thereof as described herein.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date 17th of September, 2025. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by authorized officer of the Companies may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signatures of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 17th day of September, 2025 before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

CAITLIN NICOLE BOYDEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 7, 2029

_____
Notary Public

I, Ralph Tortorella III, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this July 15, 2026.

_____
Ralph Tortorella III, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, 100 Federal Street, 7th Floor, Boston, MA 02110 | (770-625-2516) or by email at BHSIBonds@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

Notify us of a claim: 24-hour toll free number (855) 453-9675, email surety.notices@bhspecialty.com , fax (617)507-8259, or mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

Certificate Of Completion

Envelope Id: 1D701819-0177-86C9-80B9-5D97B2AC0524
Status: Completed
Subject: Complete with Docusign: 3425002-Texas Independence Park - P&P Bond.pdf
Source Envelope:
Document Pages: 23
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Mark Elpers
4235 South Stream Boulevard
Suite 200
Charlotte, NC 28217
Mark.Elpers@skanska.com
IP Address: 144.57.47.0

Record Tracking

Status: Original
7/15/2026 12:40:26 PM
Holder: Mark Elpers
Mark.Elpers@skanska.com
Location: DocuSign

Signer Events	Signature	Timestamp
Dennis Yung dennis.yung@skanska.com Dennis Yung - Executive Vice President - GM Skanska - HGR A Joint Venture Security Level: Email, Account Authentication (None)	Signed by: Dennis Yung 6F6F7CE47781410... Signature Adoption: Pre-selected Style Using IP Address: 144.57.47.2	Sent: 7/15/2026 12:41:52 PM Viewed: 7/15/2026 12:51:21 PM Signed: 7/15/2026 12:52:06 PM
Electronic Record and Signature Disclosure: Accepted: 7/15/2026 12:51:21 PM ID: d6be4892-daf4-4cd6-93a6-57ff5ce18b13		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Mark Elpers Mark.Elpers@skanska.com Account Manager Skanska USA Building Inc. Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/15/2026 12:52:07 PM Resent: 7/15/2026 12:52:08 PM Viewed: 7/15/2026 1:15:47 PM
Electronic Record and Signature Disclosure: Accepted: 5/9/2022 5:03:15 PM ID: 113163f8-1241-43a9-990c-8242c04c6164		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	7/15/2026 12:41:52 PM
Certified Delivered	Security Checked	7/15/2026 12:51:21 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/15/2026 12:52:06 PM
Completed	Security Checked	7/15/2026 12:52:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Skanska USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Skanska USA Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: customer.service@skanska.com

To advise Skanska USA Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at customer.service@skanska.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Skanska USA Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to customer.service@skanska.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Skanska USA Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to customer.service@skanska.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Skanska USA Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Skanska USA Inc. during the course of your relationship with Skanska USA Inc..

July 23, 2026
Item No. 7.3.
Solid Waste Container Lease

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a lease agreement with Brannon Industrial Group, LLC for solid waste containers for an annual expenditure of $543,300.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract agreement with Brannon Industrial Group, LLC

Summary: This item is consideration of an annual lease agreement for the rental of 1,391 front-end loading refuse containers used by the Public Works Solid Waste division's commercial collection operations. City ordinances require commercial entities to use city-issued containers for solid waste collection. While the city purchases and owns certain types of containers for collection use, front-end loading containers are leased by the city. The fee for the use of these containers is included in the solid waste rate.

RFP 26-066 received two responses — Texas Commercial Waste and Brannon Industrial Group, LLC. After interviewing both vendors, Texas Commercial Waste elected to withdraw their response, leaving Brannon Industrial Group as the sole respondent. Texas Commercial Waste has been the city's vendor for leased containers for several years, but responded that they would not be able to fulfill new specifications the city is requiring. Therefore, staff recommends awarding the agreement to Brannon Industrial Group. Staff will work with the new and existing vendors to transition the containers.

The breakdown of monthly rental costs included in the agreement is as follows:

- 158 four-yard containers at $29.00
- Five (5) six-yard containers at $31.00
- 1,221 eight-yard containers at $33.00
- Seven (7) eight-yard containers with side sliding doors at $35.00

The annual expenditure will be $543,300. The price includes delivery, storage of inventory, and maintenance of the containers.

This is an annual lease with six (6) additional annual renewal options. Staff reviews the possibility of city ownership and maintenance on a yearly basis, but has determined it is not cost-effective due to one-time costs, ongoing costs, and inadequate available storage and maintenance space. The lease arrangement is more cost-effective than purchasing and maintaining new containers.

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

Attachments:

1. 26300666--ADc (CC 7.23.26) SIGNED

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 26300666 PROJECT#: N/A BID/RFP/RFQ#: 26-066

Project Name / Contract Description: Solid Waste Container Lease

Name of Contractor: Brannon Industrial Group, LLC

CONTRACT TOTAL VALUE: $ 543,300.00 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

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

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

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Award to Vendor submitting the best proposal from formal RFP-26-066.
Account code 52140780-5315

*(If required)**
CRC Approval Date*: 6/29/2026 **Council Approval Date*:** 7/23/2026 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 7/13/2026 DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

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

CITY OF COLLEGE STATION
REFUSE CONTAINER LEASE AGREEMENT

This non-exclusive Lease Agreement is by and between the **Lessee, City of College Station**, a Texas Home-Rule Municipal Corporation (the "City"), and the **Lessor**, **Brannon Industrial Group, LLC,** a Texas limited liability company (the "Contractor"), for the lease of slant-top, front-end loading and roll-off refuse containers.

ARTICLE I
LEASED PROPERTY

1.1 Containers. The Leased Property is **1391** slant-top, front-end loading and roll-off refuse containers ("Containers") consisting of/plus compactors and monitoring system:

a. 158 Four (4) Cubic Yard Containers

b. 5 Six (6) Cubic Yard Containers with flat top sliding doors

c. 1,221 Eight (8) Cubic Yard Containers with slant tops

d. 7 Eight (8) Cubic Yard Containers flat top with side sliding doors

1.2 Container Specifications. All Containers must meet or exceed the Container specifications in **Exhibit A "Container Specifications".** All Containers will remain the Contractor's property. The City is not liable for lease payments for any Containers that do not meet the attached "Container Specifications."

1.3 Container Order. City shall place the initial Container order upon Agreement execution. Contractor will hold any excess Containers at its warehouse, until the City requests additional Containers, at no cost to the City. Excess Containers is the difference between the Container number initially delivered and the total number of Containers rented.

1.4 Container Delivery. Contractor shall deliver all Containers F.O.B. to City's customer locations. The City shall submit a list of all customer locations to Contractor at Agreement execution for Container delivery by Contractor. Contractor shall notify the City in writing of the delivery dates.

1.5 Container Condition. Contractor shall maintain Containers in a good and useable condition without any major defects. Contractor shall replace any Containers with new Containers at the same rental rate at Contractor's expense.

1.6 Container Return. City shall return all Containers to Contractor at the end of this Agreement in substantially the same condition the Containers were received less any reasonable wear and tear or reasonable damage to the Containers due to normal usage.

1.7 Container Replacement. City shall notify Contractor in writing of a Container location when it needs replacement, repair or is non-conforming or defective. Containers needing repair or replacement shall be picked up by Contractor from the customer location and new or replacement Containers delivered to the customer location at no additional charge. All new or replacement Containers must be delivered to the customer location before removal of the defective or non-conforming Containers.

1.8 Defective Containers. Any non-conforming or defective Containers may be rejected by City. The City's acceptance, inspection or approval of a Container does not constitute a waiver of any non-conformity or defect nor preclude Container replacement.

ARTICLE II
PAYMENT AND TERM

2.1 Consideration. In consideration for the Container lease the City shall pay the Contractor monthly rental rate per Container multiplied by the total number of Containers actually leased and in service at City solid waste customer locations. The yearly amount for this Agreement will not exceed $543,300.00. The monthly rental rate for any Container leased is:

a. $29.00 158 Each Four (4) Cubic Yard Containers

b. $31.00 5 Each Six (6) Cubic Yard Containers

c. $33.00 1,221 Each Eight (8) Cubic Yard Containers

d. $35.00 7 Each Eight (8) Cubic Yard flat top with side sliding doors

2.2 Invoice and Payment. Contractor shall submit monthly invoices to the City on or before the first day of each month. After the City's review, verification, and approval of each invoice, the City shall remit rental payments within thirty (30) days according to the Texas Prompt Payment Act from the date of the City's receipt of the Contractor's invoice.

2.3 Term. This is an annual Lease Agreement for the services provided. The initial term begins on August 1, 2026 and ends on July 31, 2027. This Contract can be renewed for up to six (6) additional annual renewal periods, with the same originally bid rental rates being maintained throughout each term and each annual renewal period**.** The initial Container delivery is on July 1, 2026**.** In the event a new Agreement cannot be executed at the end-date of the sixth (6^{th}) renewal period, this Agreement may continue on a month-to-month basis after the expiration of the then current term or renewal period, at the same rental rates, until a new Agreement is executed or the month-to-month term is terminated.

ARTICLE III
INDEPENDENT CONTRACTOR

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor. The City will not control the manner or the means of the Contractor's performance. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Agreement does not create a joint venture.

ARTICLE IV
INSURANCE

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

4.2 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "C"**.

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

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

(a) Commercial General Liability;

(b) Business Automobile Liability; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V
INDEMNIFICATION AND RELEASE

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

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

ARTICLE VI
GENERAL TERMS

6.1 Performance. Contractor, its employees, and associates, shall perform all the leasing services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner. Contractor shall undertake and process work orders or replacements within one (1) business day of notifications by City.

6.2 Termination. The City may terminate this Agreement, at any time, for convenience with thirty day's written notice. In the event of such termination the Contractor shall remove all Container's from all locations at Contractor's expense. Should the City terminate this Agreement for convenience, the City shall pay Contractor for the rent due before the termination date.

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

6.4 Amendment and Change Orders. This Agreement may only be amended by written instrument approved and executed by the parties. According to Texas Local Government Code Section 252.048 when change orders are $50,000 or less and do not increase the Agreement amount by twenty-five percent (25%), the City Manager or his designee may approve the written change.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials.

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

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

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

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

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

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

6.12 Effective Date. This Agreement will be effective when it is signed by the last party making it fully executed.

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

BRANNON INDUSTRIAL GROUP, LLC	**CITY OF COLLEGE STATION**
Blake Brannon - President	Public Works Department
1555 Hwy 36 North	Attn: Caroline Ask
Brenham, TX 77833	300 Krenek Tap Road

bbrannon@bigcompany.com College Station, TX 77842

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

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

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

List of Exhibits

- **A.** Container Specifications
- **B.** Certificates of Insurance
- **C.** Bid Response

CONTRACTOR:

BRANNON INDUSTRIAL GROUP, LLC

By: Blake Brannon

Printed Name: Blake Brannon

Title: President

Date: 7/13/2026

CITY:

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
CONTAINER SPECIFICATIONS

Lease of Front End Loading and Roll Off Compactor Refuse Containers per attached specifications from RFP 26-066.

EXHIBIT B
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

5/17/2027

DATE (MM/DD/YYYY) 5/14/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1550052 BRANNON INDUSTRIAL GROUP, LLC 1555 HWY. 36 NORTH BRENHAM TX 77833	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Houston Specialty Insurance Company — 12936 **INSURER B :** Imperium Insurance Company — 35408 **INSURER C :** Navigators Specialty Insurance Company — 36056 **INSURER D :** Texas Mutual Insurance Company — 22945 **INSURER E :** RSUI Indemnity Company — 22314 **INSURER F :** Westchester Fire Insurance Company — 10030

COVERAGES **CERTIFICATE NUMBER:** 21097228 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ECAP6-HS-GL-000499-00	5/17/2026	5/17/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	ECAP6-IIC-CA-000499-00.	5/17/2026	5/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N	N	CH26EXCZ0PZYDIC	5/17/2026	5/17/2027	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ XXXXXXX $ XXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0002012878	5/17/2026	5/17/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	EXCESS UMB	N	N	NHA612823	5/17/2026	5/17/2027	$2,500,000 PER OCC/AGG	
F	EXCESS UMB			G48871665 002	5/17/2026	5/17/2027	$2,500,000 PER OCC/AGG	

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

City of College Station, its officials, agents, employees & volunteers are additional insured on general liability and auto liability as required by written contract and subject to the terms and conditions of the policy. insurance is primary and non-contributory. waiver of subrogation in favor of the additional insured applies on general liability, auto liability and workers compensation/employer's liability, as required by written contract and where allowed by law. coverage is subject to the terms and conditions of the policy. excess/umbrella liability follows form for the underlying contract per the terms, conditions and coverages.

CERTIFICATE HOLDER

21097228
City of College Station, its officials, agents
Attn: Risk Management
PO Box 9960
College Station, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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EXHIBIT C
RFP RESPONSE

LOCAL KNOWLEDGE AND AVAILABILITY

As a locally owned company headquartered in the Brazos Valley, BIG has extensive knowledge of local conditions, infrastructure, and service expectations. Our proximity allows for immediate response and in-person collaboration when needed.

We have a strong history of working within the region and supporting local municipalities, businesses, and community initiatives. Our team is readily available for on-site meetings, inspections, and coordination.

SUB-CONSULTANTS

BIG does not anticipate the use of sub-consultants for this engagement. If required, all relevant qualifications and experience will be provided in accordance with RFQ requirements.

TAB B – RATES AND EXPENSES

PROSPOSED RATE SCHEDULE

Item #	Estimated Quantity	UOM	Description	Monthly Unit Cost	Total Monthly Cost	Total Annual Cost (Total Monthly Cost x 12)
1	158	each	Four (4) Cubic Yard, Containers	$29.00	$ 4,582	$ 54,984
2	5	each	Six (6) Cubic Yard, Containers with Flat Top and Side Sliding Doors	$31.00	$ 155.00	$ 1,860
3	1,221	each	Eight (8) Cubic Yard Containers with Slant Top	$33.00	$ 40,293	$ 483,516
4	7	each	Eight (8) Cubic Yard, Containers with Flat Top and Side Sliding Doors	$35.00	$ 245.00	$ 2,940
Total Annual Cost						**$ 543,300**

TAB C – PROJECT METHODOLOGY

APPROACH TO SERVICES

BIG will provide reliable, efficient, and responsive container leasing services tailored to the City's needs. Our approach prioritizes service quality, proactive communication, and operational flexibility.

PROJECT PLAN AND EXECUTION

Key components include:

- **Deployment:** Timely delivery of containers. Once awarded we can begin delivery 2 weeks from award. BVR can schedule loads per day over a period of 6-8 weeks based on city availability
- **Ongoing Service:** Maintenance and replacement parts as needed and delivered within 2 business days
- **Customer Support:** Direct access to live representatives for immediate assistance
- **Performance Monitoring:** Continuous evaluation to ensure service standards are met

Staff assignments will include operations management, logistics coordination, and customer service support.

REPORTING AND COMMUNICATION

BIG will provide:

- Regular service updates (as requested)
- Issue tracking and resolution reporting
- Direct communication with designated City representatives
- Immediate escalation for urgent matters

ROLES AND RESPONSIBILITIES

BIG Responsibilities:

- Provide and maintain containers
- Coordinate initial delivery, repair, and replacement
- Ensure safe and compliant operations
- Deliver responsive customer service
- Clean inventory reporting

TAB E – MISCELLANEAOUS

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: _____ Title: President

Typed Name: Blake Brannon Company Name: Brannon Industrial Group, LLC

Phone No.: 979-830-9060 Fax No.: _____

Email: bbrannon@bigcompany.com

Vendor Address:	1555 Hwy 36 N	Brenham	TX	77833
	P.O. Box or Street	City	State	Zip
Remit Address:	555 Hwy 36 N	Brenham	TX	77833
	P.O. Box or Street	City	State	Zip

Company is a publicly traded entity, including a wholly owned subsidiary of the business entity:
_____ Yes ✓ No

Federal Tax ID No.: 27-2037777

DUNS No.: 967167987

Date: 4/30/2026

NOTE: This form and acknowledged addendums *(if applicable)* must be submitted with proposals under Tab E.

END OF RFP NO. 26-066

CITY STANDARD FORM AGREEMENT

BVR acknowledges the City maintains a Standard Form Agreement and is willing to sign such form as it pertains to this proposal and prospective bid award.

July 23, 2026
Item No. 7.4.

Franchise Ordinance with United Site Solutions, LLC For Recyclables (Second Reading)

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC:

Agenda Caption: Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with United Site Solutions, LLC for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

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

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

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

Counting United Site Solutions, LLC, the city has a total of nineteen (19) franchised haulers. This list can be found on the city’s website under Public Works.

Budget & Financial Summary: N/A

Attachments:
1. United Site Solutions - Franchise Agreement_VendorSigned

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 26300636 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Waste Collection Franchise Agreement

Name of Contractor: United Site Solutions, LLC

CONTRACT TOTAL VALUE: $ N/A

Grant Funded Yes ☐ No ■
If yes, what is the grant number: ☐

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

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

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

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

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 7/9&7/23/26 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher — 6/18/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 6/19/2026
ASST CITY MGR – CFO — DATE

John A. Haislet — 6/24/2026
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

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

ORDINANCE NO. _____

WASTE COLLECTION FRANCHISE AGREEMENT

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

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

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

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

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

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ARTICLE I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

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

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

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

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

ARTICLE III. PAYMENT AND TERM

3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on

the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

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

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

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

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

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

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

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

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

ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

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

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

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

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

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

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

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

ARTICLE VII. COLLECTION AND TRANSPORT

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

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

ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

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

ARTICLE IX. SERVICE COMPLAINTS

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

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

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

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

ARTICLE X. DISPOSAL AND PROCESSING

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

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

ARTICLE XI. VIOLATION AND PENALTY

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

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

ARTICLE XII. INSURANCE

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

12.2 The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in

Exhibit B. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

ARTICLE XIII. INDEMNIFICATION AND RELEASE

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

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

ARTICLE XIV. DISPUTES AND MEDIATION

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

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

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

ARTICLE XV. GENERAL TERMS

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

15.2 Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of College Station	United Site Solutions, LLC
Attn: Alan Degelman-Purchasing	Luis Cristerna, Manager
PO Box 9960	3180 Tarleton Ct
College Station, TX 77842	Bryan, TX 77808
adegelman@cstx.gov	office@unitedsitesolutions.com

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

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

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

a. First Consideration & Approval on the 9th day of July, 2026.

b. Second Consideration & Approval on the 23rd day of July, 2026.

UNITED SITE SOLUTIONS, LLC

By: Luis Cristerna

Printed Name: Luis Cristerna

Title: **Owner/Member**

Date: 6/18/2026

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

John A. Haislet
_____
City Attorney
Date: 6/24/2026

_____
Assistant City Manager/CFO
Date: 6/19/2026

EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is $250.00 per pull and may increase, depending on a variety of conditions, including but not limited to:

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

EXHIBIT B. INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

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

IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

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

EXHIBIT C. CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/12/2026

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 Hub International Insurance Services 1111 Briarcrest Drive Bryan TX 77802 License#: BR-767175	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 979-776-2626 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED United Site Solutions, LLC 3180 Tarleton Ct Bryan TX 77808 CRISENT-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** United Fire & Casualty Company / 13021 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1136585920 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	85327357	3/17/2026	3/17/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	85327357	3/17/2026	3/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	85327357	3/17/2026	3/17/2027	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	85327357	3/17/2026	3/17/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			85327357	3/17/2026	3/17/2027	Leased/Rental Deductible	101,000 1,000

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

The general liability and automobile policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contact between the named insured and certificate holder that required such status. The general liability, automobile and workers' compensation policies include a blanket waiver of subrogation that provides this feature only when there is a written contract between the named insured and certificate holder that requires it. 30 Day Notice of Cancellation is provided by written contract. Umbrella Follow Forms.

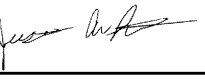
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

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The COVERAGE INDEX set forth above is informational only and grants no coverage.
Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

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

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction.

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(1) That is a joint venture or partnership,

(2) That is an "insured" under any other policy,

(3) That has exhausted its Limits of Insurance under any other policy, or

(4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and **(4)** are replaced by the following:

(Bail Bond Coverage)

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;

c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

a. For private passenger type vehicles we will pay up to $100 per disablement.

b. For all other covered "auto's" we will pay up to $500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. Transportation Expenses is amended to provide the following limits:

We will pay up to $60 per day to a maximum of $1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions:**

(Extra Expense – Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is $5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

(1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto". Payment applies in addition to the otherwise applicable coverage you have on a covered "auto". No deductible applies to this coverage.

(2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

(b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) $75 per day.

(c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to $500 for loss to personal property of others in or on your covered "auto". This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

b. Limits of $1,000 per "loss" is increased to $5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of $500 for early termination fees or penalties on the lease or loan for a covered "auto" less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

(1) You, if you are an individual;

(2) Any partner or insurance manager if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation;

(4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage".

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph **5.b.** is replaced by the following:

b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:

(a) Any Covered "auto" you lease, hire, rent or borrow; and

(b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

(a) $75,000 per accident, or

(b) actual cash value at the time of loss, or

(c) cost of repair.

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Minus a $500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS, C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION,** of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

LOSS PAYABLE PROVISIONS **IM-7026(1-90)**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

The following is added to the Loss Payment Section of the Inland Marine General Terms, as indicated in the Schedule:

1. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee, shown in the Schedule, have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

2. LENDER'S LOSS PAYABLE

a. The Loss Payee shown in the Schedule is a creditor (including a mortgage holder or trustee) with whom you have entered into a contract for the sale of Covered Property, whose interest in that Covered Property is established by such written contracts as:

(1) Warehouse receipts;

(2) A contract for deed;

(3) Bills of lading; or

(4) Financing statements.

b. For Covered Property in which both you and a Loss Payee have an insurable interest:

(1) We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear;

(2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property;

(3) If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

(a) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(c) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

(4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(b) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

c. If we cancel this policy, we will give written notice to the Loss Payee at least:

(1) Ten days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) Thirty days before the effective date of cancellation if we cancel for any other reason.

d. If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

e. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. CONTRACT OF SALE

a. The Loss Payee shown in the Schedule is a person or organization with whom you have entered into a contract for the sale of Covered Property.

b. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

(1) Adjust losses with you; and

(2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

c. The following is added to item 6, Insurance Under More Than One Policy under How Much We Pay on the Inland Marine General Terms:

For Covered Property that is the subject of a Contract of Sale, the "other collectible insurance" includes other collectible insurance available to the loss payee that applies to a covered loss or would have applied in the absence of this Inland Marine Coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES - AMENDMENT OF CANCELLATION PROVISIONS OR COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1.	**Name:** PER SCHEDULE ON FILE
2.	**Address:** CANCELLATION FOR NONPAYMENT OF PREMIUM 10 DAYS
3.	**Number of days advance notice:** 30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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TEXAS - EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

* Extended Property Damage
* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage – Borrowed Equipment
* Property Damage Liability – Elevators
* Coverage D – Voluntary Property Damage Coverage
  $5,000 Occurrence with a $10,000 Aggregate
* Coverage E – Care, Custody and Control Property Damage Coverage
  $25,000 Occurrence with a $100,000 Aggregate – $500 Deductible
* Coverage F – Electronic Data Liability Coverage – $50,000
* Coverage G – Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate – $1,000 Deductible
* Coverage H – Water Damage Legal Liability – $25,000
* Coverage I – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program – Limited Coverage
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations – extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
* Contractors BlanketAdditional Insured – Products – Completed Operations Coverage – Including Upstream Parties
* Automatic Additional Insured – Vendors
* Automatic Additional Insured – Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured – Managers or Lessor of Premises
* Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations
* Additional Insured – Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
* Additional Insured – Employee Injury to Another Employee
* Automatically included – Aggregate Limits of Insurance (per location)
* Automatically included – Aggregate Limits of Insurance (per project)
* Knowledge of occurrence – Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* "Insured Contract" redefined for Limited Railroad Contractual Liability
* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
* Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 14 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS – EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

A. The following changes are made at **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

1. **Extended Property Damage**

   At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

   "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. **Expanded Fire Legal Liability**

   At **2. Exclusions** the last paragraph is deleted and replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

3. **Non-Owned Watercraft**

   At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

   (a) Less than 51 feet long;

4. **Property Damage – Borrowed Equipment**

   At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

   This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. **Property Damage Liability – Elevators**

   At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

   This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. **COVERAGE D – VOLUNTARY PROPERTY DAMAGE COVERAGE**

   "Property damage" to property of others caused by the insured:

   a. While in your possession; or

   b. Arising out of "your work".

   Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

   For the purposes of this **Voluntary Property Damage Coverage** only:

   Exclusion j. Damage to Property is deleted and replaced by the following:

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j. Damage to Property

"Property damage" to:

(1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

(2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;

(3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.

2. **COVERAGE E – CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

a. Item **(4)** of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.

3. **COVERAGE F – ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

b. **"Property Damage"** means:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

4. **COVERAGE G – PRODUCT RECALL EXPENSE**

a. Insuring Agreement

(1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.

(2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

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b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

(1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".

(2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".

(3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

(4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.

(5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.

(6) "Bodily Injury" or "Property Damage".

(7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.

(8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.

(9) Legal fees or expenses.

(10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".

(11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.

(12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H – WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**.

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

a. Provides coverage identical to that provided by this Coverage Part; or

b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

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C. **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended:

1. To read **SUPPLEMENTARY PAYMENTS**

2. **Bail Bonds**

   Item **1.b.** is amended as follows:

   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. **Loss of Earnings**

   Item **1.d.** is amended as follows:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

4. The following language is added to Item **1.**

   However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II – WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following:

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

B. The following provisions are added:

4. **BROAD FORM NAMED INSURED**

   Item **1.f.** is added as follows:

   f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

      (1) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

      (2) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. **Additional Insured – Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

   a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;

   b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **a.** above.

   Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

   1. Your acts or omissions; or

   2. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured.

   However, the insurance afforded to such additional insured:

   1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. **Additional Insured – Products Completed Operations Coverage – Including Upstream Parties**

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insureds only applies to the extent permitted by law;

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

(3) Such coverage will not apply subsequent to the first to occur of the following:

   i. The expiration of the period of time required by the "written contract"; or

   ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".

c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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7. Additional Insured – Vendors

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

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

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

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

(1) This insurance afforded the vendor does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

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

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

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

i. The exceptions contained in Sub-paragraphs **d.** or **f.**; or

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

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

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

10. Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured

a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

(1) Your acts or omissions; or

(2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

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a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

b. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy as an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

13. Additional Insured – Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury":

(1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or

(3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **12** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III – LIMITS OF INSURANCE

A. The following items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**; and
   d. Damages under Coverage **H**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage **G**.
6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

8. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability.**
9. **Coverage G – Product Recall Expense**

   Aggregate Limit $50,000

   Each Product Recall Limit $25,000

   a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
   b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and $1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

   We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

   We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.
10. **Aggregate Limits of Insurance (Per Location)**

    The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

    "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
11. **Aggregate Limits of Insurance (Per Project)**

    The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

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12. With respects to the insurance afforded to additional insureds afforded coverage by items **5** through **13** of **SECTION II – WHO IS AN INSURED** above, the following is added:

    The most we will pay on behalf of the additional insured is the amount of insurance:

    a. Required by the contract or agreement;

    b. Available under the applicable Limits of Insurance shown in the Declarations;

    Whichever is less.

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

13. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $5,000 "occurrence" limit and a $10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D – Voluntary Property Damage Coverage**.

    For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.

14. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $25,000 "occurrence" limit and a $100,000 "aggregate" limit is the most we will pay under **Coverage E – Care, Custody and Control Coverage** regardless of the number of:

    a. Insureds;

    b. Claims made or "suits" brought; or

    c. Persons or organizations making claims or bringing "suits".

    Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of $500.

    This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

    We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

    As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

    For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.

15. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F – Electronic Data Liability Coverage** for loss of "electronic data" is $50,000 without regard to the number of "occurrences".

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition **2.**, Items **a.** and **b.** are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

i. How, when and where the "occurrence" took place;

ii. The names and addresses of any injured persons and witnesses, and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition **(5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

10. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. The following conditions are added in regard to **Coverage G – Product Recall Expense**

In event of a "product recall", you must

a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".

b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.

c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.

d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

e. Cooperate with us in the investigation or settlement of any claim.

f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

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g. Claims Handling

(1) Within 15 days after we receive written notice of claim, we will:

(a) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;

(b) Begin any investigation of the claim; and

(c) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

(2) We will notify you in writing as to whether:

(a) The claim or part of the claim will be paid;

(b) The claim or part of the claim has been denied, and inform you of the reasons for denial;

(c) More information is necessary; or

(d) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

(3) We will provide notification, as described in **(2)(a)** through **(2)(d)** above, within:

(a) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or

(b) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

h. We will pay for covered loss or damage within 5 business days after:

(1) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this policy, we will make payment within 5 business days after the date you have complied with such terms.

i. Catastrophe Claims

If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in **a.** and **b.** above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which is:

(1) Declared a disaster under the Texas Disaster Act of 1975; or

(2) Determined to be a catastrophe by the State Board of Insurance.

j. The term "business day", as used in this endorsement, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

k. We will issue loss payment to the first Named Insured shown in the Declarations and any mortgagee or loss payee as designated.

14. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an **"insured contract"** in the **DEFINITIONS** section of this endorsement:

a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of **$2,000,000** per occurrence and a **$6,000,000** general aggregate limit must be in place for the entire duration of any project.

b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.

c. For the purposes of the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

A. At item **12. Mobile Equipment** the wording at **f.(1)** is deleted and replaced by the following:

f. (1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item **3. "bodily injury"** is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item **9. "Insured Contract" c.** is deleted and replaced with the following:

c. Any easement or license agreement;

D. Item **9. "Insured Contract" f.(1)** is deleted.

E. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

(1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

(2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.

c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

d. Transportation and accommodation expense incurred by your employees.

e. Rental expense incurred for temporary locations used to store recalled products.

f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

g. Transportation expenses incurred to replace recalled products.

h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Texas Notice of Material Change Endorsement

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: undefined

80 / 254 - 6727

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/17/2026 Policy No. 10025005553 Endorsement No.
Insured UNITED SITE SOLUTIONS LLC Premium

Insurance Company United Fire Lloyds Countersigned by _____

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Texas Waiver of Our Right to Recover From Others Endorsement

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
   The premium charge for this endorsement shall be_____percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

101 / 254 - 5748

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/17/2026 Policy No. 10025005553 Endorsement No.
Insured UNITED SITE SOLUTIONS LLC Premium

Insurance Company United Fire Lloyds Countersigned by _____

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July 23, 2026
Item No. 7.5.
Interlocal Agreement with Texas A&M University Health Science Center

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an Interlocal Agreement with Texas A&M University Health Science Center to conduct forensic interviews on behalf of the College Station Police Department.

Relationship to Strategic Goals:
Good governance

Recommendation(s): Recommend the ILA be signed.

Summary: The interlocal agreement with the Texas A&M University Health Science Center would allow the College Station Police Department to work with the center to coordinate and interview adult sexual assault victims with a forensic interviewer. This setup works similar to how Scotty's House handles forensic interviews with children. The interview process is trauma-informed and prevents victims from being re-victimized multiple times through police interaction. There is no cost to the city.

Budget & Financial Summary: No financial impact on the City of College Station.

Attachments:
1. 26300654--KJ (CC 7.23.26)

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300654 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: ILA TAMHSC and COCS for Forensic Interviewing

Name of Contractor: Texas A&M University Health Science Center

CONTRACT TOTAL VALUE: $ 0.00 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

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

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

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

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

This is an ILA between Texas A&M University Health Science Center and the City of College Station for Forensic Interviewing.

*(If required)**

CRC Approval Date*: 6.17.2026 **Council Approval Date*:** 7.23.2026 **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

Billy Couch — 6/22/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 6/23/2026
ASST CITY MGR – CFO — DATE

David Purnell — 6/23/2026
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

_____ — _____
CITY MANAGER — DATE

_____ — _____
MAYOR (if applicable) — DATE

_____ — _____
CITY SECRETARY (if applicable) — DATE

9.12.23 UPDATED

INTERLOCAL AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER
AND
CITY OF COLLEGE STATION

This Services Agreement ("Agreement") is entered into and effective July 23, 2026 (the "Effective Date"), by and between Texas A&M University Health Science Center, a health-related institution under the administration of Texas A&M University ("Texas A&M") a member of The Texas A&M University System ("A&M System"), an agency of the State of Texas ("TAMHSC") and City of College Station, a Texas Home Rule Municipal Corporation ("Referral Agency"). Texas A&M Health and Referral Agency may be individually referred to as "Party" or collectively referred to as "Parties."

Texas A&M Health and Referral Agency hereby agree as follows:

1. SCOPE OF WORK

TAMHSC and Referral Agency will perform the services as set forth in Exhibit A, Scope of Work, attached hereto ("Services"), in accordance with the terms and subject to the conditions contained in this Agreement.

2. TERM AND TERMINATION

A. This Agreement will commence on the Effective Date. The initial Agreement Term is for three (3) years unless earlier terminated as provided herein. This Agreement may be renewed by mutual written agreement for successive three (3) year terms.

B. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party.

3. CONFIDENTIALITY

A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). Confidential Information shall include all information reasonably understood to be confidential or proprietary at the time it is received, including, without limitations, the records of forensic interviews as referred by a law enforcement agency or district/county attorney's office to Texas A&M, which shall remain the property of the referring law enforcement agency or district/county attorney's office. The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. "Confidential Information" does not include information that: (i) is or

becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party. Notwithstanding the foregoing, information that is deemed confidential under state law shall be deemed Confidential Information and the confidentiality obligations noted below shall apply. Both parties acknowledge that information under the scope of this Agreement may be subject to applicable public information and privacy laws of the State of Texas, including the Texas Public Information Act.

B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.

C. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement subject to the Party's records retention policy.

4. COMPLIANCE WITH LAWS

Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

5. DISCLAIMER OF WARRANTIES

TAMHSC provides all Services under this Agreement "as is" without any warranty or condition. Referral Agency is solely responsible for determining the appropriateness of using the Services and assumes any risks associated with such use. TAMHSC provides no other warranties or conditions and disclaims any other express, implied, or statutory

warranties and conditions, including warranties and conditions of quality, title, merchantability, and fitness for a particular purpose.

6. LIMITATION OF LIABILITY

TAMHSC is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Referral Agency expressly acknowledges that TAMHSC is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMHSC of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of TAMHSC.

Referral Agency is a home-rule municipal corporation of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. TAMHSC expressly acknowledges that Referral Agency is a home-rule municipal corporation of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Referral Agency of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the governmental immunity of Referral Agency.

7. MISCELLANEOUS

A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between this Agreement and any of its Exhibits or other documents constituting part of this Agreement, the terms of this Agreement shall control.

B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.

C. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Referral Agency's Service to TAMHSC. Except as specifically required under the terms of this Agreement, Referral Agency (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of TAMHSC or A&M System. As an independent contractor, Referral Agency is solely

responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Referral Agency and its employees shall observe and abide by all applicable TAMHSC policies, regulations, rules and procedures, including those applicable to conduct on its premises, subject to applicable law.

D. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.

E. **Non-Assignment.** Neither Party shall assign its rights nor delegate its duties under this Agreement without the prior written consent of the other Party.

F. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein.

G. **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 all parties.

H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

I. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. TAMHSC and Referral Agency can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

TAMHSC:	**Texas A&M University Health Science Center** 8447 Riverside Parkway Bryan, TX 77807 Attention: Laurie Charles Phone: 979-436-0155 Email: charles1@tamu.edu
With a Copy to:	**Texas A&M University** Department of Contract Administration 1182 TAMU College Station, TX 77843-1182 Email: contracts@tamu.edu
Referral Agency:	**College Station Police Department** 800 Krenek Tap Rd. College Station, TX 77840 Attention: Chief Billy Couch Phone: 979-764-5088 Email: bcouch@cstx.gov

K. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance**,** breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against TAMHSC is to be in the county in which the principal office of TAMHSC's governing officer is located; Brazos County, Texas.

M. **Non-Waiver.** TAMHSC is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Referral Agency expressly acknowledges that TAMHSC is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMHSC of

its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of TAMHSC.

N. **Indemnification** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and to the extent authorized under the constitution and laws of the state of Texas, and without waiving Referral Agency's governmental immunity and TAMHSC's sovereign immunity, each Party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.

O. **Multiple Originals.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date indicated below their signatures.

TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER

Leann Horsley
Signature

Leann Horsley
Name

Dean
Title

7/8/2026
Date

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

David Purnell
City Attorney
Date: 6/23/2026

_____
Assistant City Manager/ CFO
Date: 6/23/2026

EXHIBIT A
Scope of Work

Center of Excellence in Forensic Nursing
Brazos Valley Forensic Interview Program

The purpose of the Brazos Valley Forensic Interview Program (BVFIP) is to provide trauma-informed forensic interviews for adults who have reported experiencing sexual violence. BVFIP will provide services to adults ages 18 and older who do not have a developmental disability (Scotty's House delivers services for this population).

BVFIP responsibilities:

- Provide forensic interviewing scheduling platform for law enforcement or district/county attorney's office staff to schedule forensic interviews
- Ensure timely and accurate communication with the referring agency
- Meet with the referring agency at least 30 minutes prior to the interview
- Provide observation room for the referring agency to view the forensic interview
- Obtain verbal consent on video from the reporting party for the forensic interview
- Record the session using a secure audiovisual recording system
- Transfer the forensic interview video to the referring agency
- Destroy by deleting the recording after confirmation of successful transfer of recording the referring law enforcement agency
- Provide information to referral agencies regarding the BVFIP
- Interview hours are Monday- Friday between 8:30 AM -3:00 PM and Saturday (on a case-by-case basis) from 8:30 AM -11:00 AM

Referral Agency Responsibilities:

- At the referral agency's discretion, offer BVFIP to reporting party as an option
- Schedule a forensic interview using the BVFIP scheduling platform, including the following information:
    - Initials of the reporting party
    - Agency name/officer/attorney – Detective's name
    - Law enforcement case number
    - Scheduled date/time
- Attend the forensic interview, arriving 30 minutes prior to the start of the interview
- Provide additional questions or clarifications as needed to the BVFIP Forensic Interviewer during the forensic interview
- Receive the video via secure data transfer system

July 23, 2026
Item No. 7.6.
FY 2027 (PY2026) Annual Action Plan and the FY 2027 Community Development Budget

Sponsor: Raney Whitwell, Community Development Analyst

Reviewed By CBC: City Council

Agenda Caption:

Presentation, discussion, and possible action regarding a resolution to approve the FY 2027 (PY2026) Annual Action Plan and the FY 2027 Community Development Budget.

Relationship to Strategic Goals:

Recommendation(s):

- Good Governance
- Financial Sustainability
- Core Services & Infrastructure
- Neighborhood Integrity

Summary:

The City is required to submit a one-year Annual Action Plan describing projects, activities, and budget to be funded with the community development grants received. Annual Action Plan activities must correspond to the 5-Year Consolidated Plan. The total grant funds available next year are $3,516,066.02 and includes Community Development Block Grant (CDBG) funds in the amount of $2,593,881.80 and HOME Investment Partnership Grant (HOME) funds in the amount of $922,184.22. These amounts include carry-over funds from previous years, recaptured funds, and new year funds. Program Year 2026 funding will be available on 10/1/2026.

CDBG and HOME funds may only be used to: (1) benefit low-and moderate-income persons; (2) aid in the elimination of slum and blight influences; and/or (3) meet an urgent community need. Further, CDBG funds may be used to meet local needs through a wide range of community development activities, while HOME funds may only be used for affordable housing activities.

A Public Hearing was held on March 17, 2026, to gather citizen input on community needs, fair housing, and potential goals and objectives to help guide the development of the plan. The proposed plan and budget were then presented to City Council on June 11, 2026, during which a second Public Hearing was held to provide the public with an opportunity to comment on the proposed plan.

A public notice was published in The Eagle to inform residents about the meetings and the opportunity to review and comment on the proposed plan and budget. The plan is available for electronic review on the Community Development webpage, and printed copies can be accessed at the Planning and Development Services office, the City Secretary’s office, and the Larry J. Ringer Public Library. The public comment period runs from June 11, 2026, through July 13, 2026.

Staff will be available to answer any questions regarding the proposed plan and budget.

Budget & Financial Summary:

Attachments:

1. Attachment 8 - Resolution Approving 2026-2027 Annual Action Plan and Budget
2. Attachment 7 Community Development Project Descriptions
3. Attachment 6 - Area Benefit Map
4. Attachment 5- 2026 Income Limits
5. Attachment 4 - 2025-2029 Community Development Goals
6. Attachment 3 - PY 2026 CDBG Public Service Funding
7. Attachment 2- PY 2026 Plan Development Process Summary
8. Attachment 1 -PY 2026 Proposed Community Development Budget
9. Annual Action Plan Public Comment Draft

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CITY'S ACTION PLAN UNDER THE APPROVED FIVE-YEAR CONSOLIDATED PLAN AND ESTABLISHING A COMMUNITY DEVELOPMENT PROGRAM AS DESCRIBED IN CHAPTER 373 THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the City Council of the City of College Station, Texas, desires to utilize federal Community Development Block Grant and HOME Investment Partnership Grant funds to: (1) improve the living and economic conditions of persons of low and moderate income; (2) benefit low- or moderate-income neighborhoods; (3) aid in the prevention or elimination of slum and blighted areas; and (4) meet other urgent community development needs; and

WHEREAS, the City Council of the City of College Station, Texas, has: (1) identified areas of the City in which predominantly low- and moderate-income persons reside; (2) established areas in which community development activities are proposed; (3) prepared and adopted a plan under which citizens may publicly comment on the proposed community development activities; (4) conducted public hearings on the proposed activities; and (5) adopted the community development program by resolution; now, therefore;

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

PART 1: That the City Council hereby approves the 2026-2027 Annual Action Plan and designates the City Manager or his designee the signature authority for all applicable and required documents, and;

PART 2: That the City Council hereby approves the adoption of the above referenced Community Development Program as defined and described in Chapter 373 of the Texas Local Government Code, also known as the Texas Community Development Act of 1975, and;

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 23rd day of July, A.D. 2026.

ATTEST: APPROVED:

_____ _____

City Secretary Mayor

APPROVED:

_____

City Attorney

Attachment 7: Community Development Project Descriptions

Owner-Occupied Housing Assistance
HOME and CDBG funds will be used for housing rehabilitation, minor repairs, weatherization, home security, and reconstruction for low-moderate income homeowners; the removal of architectural barriers; and the inspection, testing and abatement of lead hazards. Funds will also be used for program delivery costs including staff salaries and benefits.

Acquisition/Rehabilitation:
CDBG and HOME funds may be used to support the acquisition of property for the development of affordable housing units for sale or rent by income-eligible and otherwise qualified households. This can include vacant land for new construction, or existing housing units, often combined with rehabilitation.

Demolition:
CDBG funds will be used for clearance, demolition, and removal of dilapidated structures that have been deemed uninhabitable in accordance with City codes, including the movement of structure to other sites. Funds will also be used for program delivery costs including staff salaries and benefits.

Homebuyer Assistance:
Down payment and closing cost assistance provided to eligible, qualified homebuyers through deferred no interest loans, which include a shared equity component, with HOME or CDBG funds.

Community Housing Development Organization:
HOME funds will be made available to an eligible CHDO for the acquisition, development and construction of affordable housing units or the rehabilitation of existing housing units.

New Construction:
Leveraged Development and Non-Profit Partners:
HOME funds will be used to facilitate the development of new affordable housing or the renovation of existing housing for low-income residents. Activities may include the acquisition of land, soft costs, or construction of single-family or multi-family units.

Rental Rehabilitation:
HOME funds will be matched with private funds to rehabilitate rental properties that will maintain affordable rents for low-income households for a specified period of time following the completion of the project. Projects will be selected based on the following priorities: bringing the unit up to City Codes and HUD standards, upgrade systems, energy conservation upgrades, exterior repairs, and other upgrades that increase marketability.

Tenant Based Rental Assistance:
Using HOME funds, CD staff will administer a security deposit assistance program for low income individuals and families who will reside in housing units located in a HTC property located in College Station. Current properties include The Haven Apartments, The Heritage at Dartmouth, and Santour Court. Other eligible properties include Terrace Pines Apartments and Villas of Rock Prairie. CD staff will work with the Housing Choice Voucher Program to provide security deposit assistance to qualified voucher holders securing housing in College Station. CD Staff will also work with BVCAP, Twin City Mission, and Family Promise,

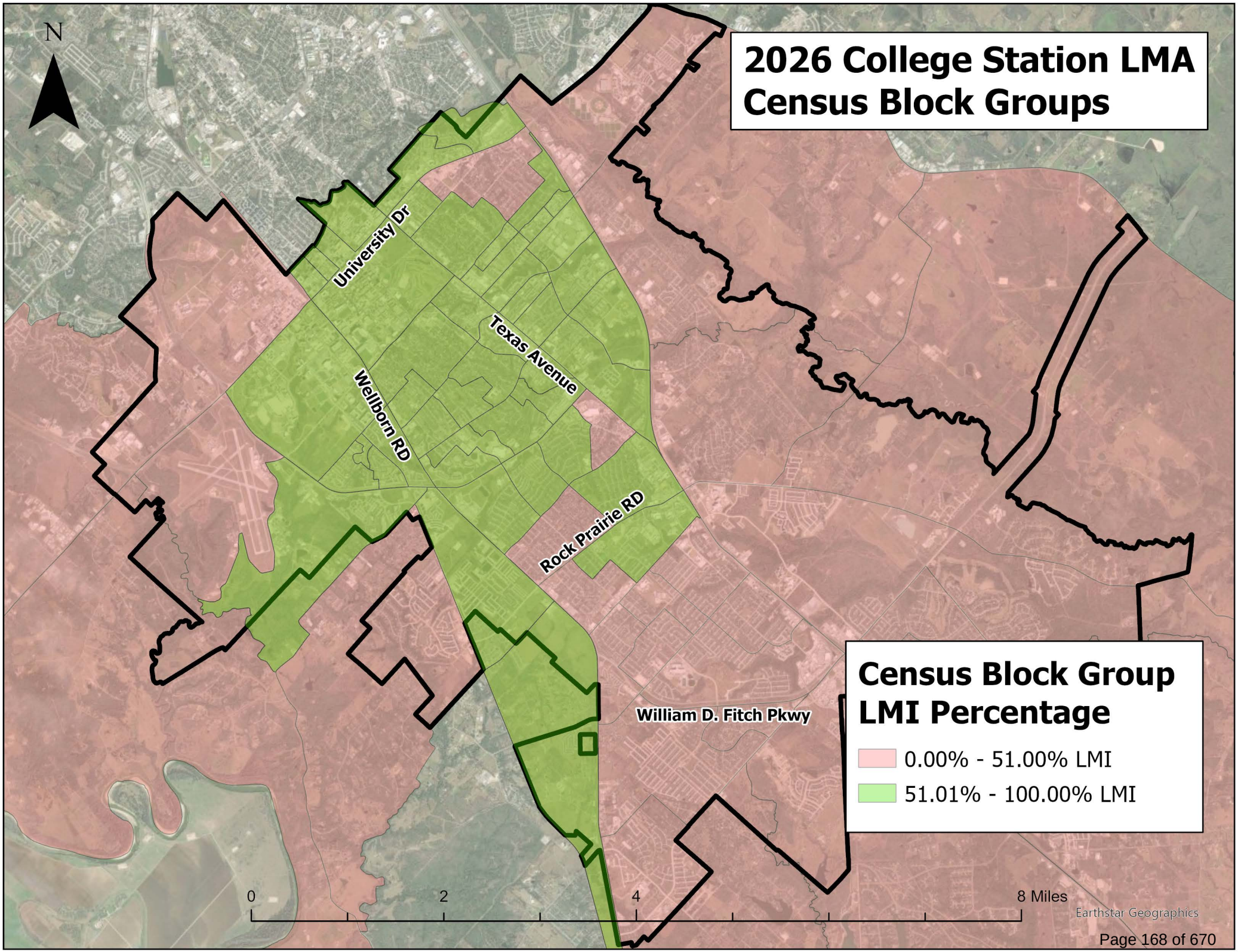
which offers affordable rental units to lower-income households in College Station or assists homeless individual and families to secure housing.

Public Services:
15% of the City's CDBG fund allocation will be used to fund eligible nonprofit organizations to carry out social services to vulnerable populations.

Public Facility:
Funds will be used to design, engineer, construct, or rehabilitate streets, sidewalks, parks, water and wastewater utilities, or other infrastructure improvements in College Station.

Economic Development – Business & Job Development:
Funds will be utilized in the establishment of a loan program to spur economic development and create or retain jobs for qualified low- and moderate-income persons.

Program Administration:
HOME and CDBG funds will be used for management, planning and administration of the City's CDBG, HOME and other eligible grant programs for LMI citizens. Staff will provide capacity building and technical assistance as needed to citizens, builders, developers, and service providers. Funds from the administrative budget are made available to Project Unity to provide planning and reporting support to CD staff and coordinate a variety of community meetings to address the needs of low- and moderate-income residents, available services, and resources among local service providers. The City will utilize administrative funds to provide education to the community regarding Federal Fair Housing laws and affirmatively further fair housing in College Station.


2026 College Station LMA
Census Block Groups
N
University Dr
Texas Avenue
Wellborn RD
Rock Prairie RD
William D. Fitch Pkwy
Census Block Group
LMI Percentage
0.00% - 51.00% LMI
51.01% - 100.00% LMI
0
2
4
8 Miles
Earthstar Geographics

Attachment 5: 2026 Median Income Limits

2026 MEDIAN INCOME LIMITS
City of College Station
Community Development

This list supersedes all other lists of prior dates.

Household	60%	80%
1	$40,920	$54,500
2	$46,680	$62,300
3	$52,560	$70,100
4	$58,380	$77,850
5	$63,060	$84,100
6	$67,740	$90,350
7	$72,420	$96,550
8	$77,100	$102,800

The left column (Household) refers to the number of people in the home. The two columns on the right refer to the maximum combined income allowed per year by HUD guidelines in order to qualify for a Community Development program at 60% and 80% of the Area Median Income (AMI).

Attachment 4: PY 2025-2029 Community Development Goals

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Goal Outcome Indicator
1	Rental Housing - Rehabilitation	2025	2029	Affordable Housing Community Housing Dev. Organization	City-wide	Rental Housing Special Needs	Rental units Acquired and Rehabilitated: Household Housing Unit
2	Owner Housing - Rehabilitation/Reconstruction	2025	2029	Affordable Housing	City-wide	Owner-Occupied Housing	Homeowner Housing Rehabilitated: 36 Household Housing Unit
3	Homeownership - Down Payment Assistance	2025	2029	Affordable Housing	City-wide	Homeownership	Direct Financial Assistance to Homebuyers: 24 Households Assisted
4	Homelessness - TBRA Security Deposits	2025	2029	Homeless	City-wide	Rental Housing Homelessness Special Needs	Tenant-based rental assistance / Rapid Rehousing: 100 Households Assisted
5	Public Services	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City-wide	Homelessness Special Needs Public Services	Low/Mod Housing Benefit: 6185 Public Service: 3290
6	Public Facilities	2025	2029	Non-Housing Community Development	City-wide	Public Facilities & Infrastructure	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 52,825 Persons Assisted
7	Program Administration and Compliance	2025	2029	Non-Housing Community Development	City-wide	Program Administration and Compliance	N/A

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Goal Outcome Indicator
8	Section 108 Loan Financing Activities	2025	2029	Affordable Housing	City-wide	Rental Housing - Rehabilitation	N/A
9	Homeowner Acquisition - Rehabilitation	2025	2029	Affordable Housing	City-wide	Homelessness	Persons Assisted: 10

Goal Descriptions

1	**Goal Name**	Rental Housing - Rehabilitation
	Goal Description	Encourage and facilitate the rehabilitation of rental units.
2	**Goal Name**	Owner Housing - Rehabilitation/Reconstruction
	Goal Description	Encourage and facilitate maintenance of residential units by low- and moderate-income homeowners through minor repair grants (CDBG).
3	**Goal Name**	Homeownership - Down Payment Assistance
	Goal Description	Encourage and support programs and projects that provide financial assistance to low- and moderate-income households purchasing existing or new affordable homes.
4	**Goal Name**	Homelessness - TBRA Security Deposits
	Goal Description	Preventing homelessness through the provision of assistance for low-income households to secure and sustain safe, decent affordable housing. This is a coordinated effort among affordable housing providers and the City to provide security deposit assistance to eligible households.

5	**Goal Name**	Public Services
	Goal Description	Encourage and support nonprofit providers of homeless/AIDS patient programs, senior services, services for persons with disabilities, legal services, youth services, transportation services, substance abuse services, services for victims of domestic violence, employment training, crime awareness, fair housing, tenant/landlord counseling, child care services, health services, abused and neglected children services, mental health services, screening for lead based paint/lead hazards, subsistence payments, homebuyer downpayment assistance, rental housing subsidies, security deposits, housing counseling, neighborhood clean-ups, food banks, housing information and referral, housing counseling to support homebuyer downpayment assistance, or other public services to deliver programs to low- and moderate-income families and individuals.
6	**Goal Name**	Public Facilities
	Goal Description	Rehabilitation and expansion of street infrastructure, sidewalks, other infrastructure, including water and sewer lines and flood drain improvements, or park facilities including green space, neighborhood parks, and recreation facilities in primarily low- to moderate-income areas.
7	**Goal Name**	Program Administration and Compliance
	Goal Description	Oversee and facilitate grant programs.
8	**Goal Name**	Section 108 Loan Financing Activities
	Goal Description	The City of College Station, in conjunction with the affordable housing provider LULAC Oak Hill, intends to fulfill its contractual obligations to its Section 108 financing agreement throughout the duration of this Strategic Plan. To that end, the City anticipates making quarterly interest payments and assisting LULAC Oak Hill to make principal payments for the duration of the loan's term.
9	**Goal Name**	Homebuyer Acquisition - Rehabilitation
	Goal Description	Housing units will be purchased and rehabbed by the grantee. After rehab, the unit will be sold to an income qualified household using a model that will guarantee long term affordability.

Attachment 3: PY 2026 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #'s /Cost per Client
Twin City Mission Family Support Services	L.E.A.D Program	$60,000	**$50,000**	Client Assistance	60 $1,000.00
Big Brothers Big Sisters of South Texas - Brazos	Youth Mentoring	$40,000	**$35,000**	Program Manager Volunteer Manager	300 $133.33
United Way of the Brazos Valley	Ride2Health Program	$40,000	**$25,000**	Program Salaries & Benefits, Lyft Rides, IT Expenses	250 $160.00
A Home Base for Transitioning Foster Youth dba Unlimited Potential, Inc.	Transitional Living for Former Foster Youth	$50,000	**$25,000**	Personnel-Resident Coordinator Intern Stipend, Transitional Living Program Supplies	10 $2,500.00
The Salvation Army	Rent and Utilities Assistance Program	$40,000	**$25,000**	Financial Assistance for Rent and Utilities	145 $275.86
Catholic Charities of Central Texas	Brazos Valley Financial Stability Program	$50,000	**$20,100**	Case Manager Salary, Direct Client Benefits	130 $384.62
City of College Station Police Department Victim Services	Victim Services	$30,000	**$30,000**	Transitional Housing/Crisis Funding	30 $1,000
Total		**$310,000**	**$210,100.00**		

*** $65,089.08 Will be carried over from previous year to pay 4th quarter expenses**

Attachment 2: Consolidated Plan and Budget Development Process Summary, PY 2026

Event	Date
Pre-proposal workshop for agencies	Feb. 10, 2026
Agency Consultations	Jan. – Mar.
Community Needs Survey	Feb. & Mar.
Nonprofit Provider Survey	Mar. & Apr.
Public Hearing 1	Mar. 17, 2026
CDBG Public Service Agency Funding proposals due	Mar. 11, 2026
CDBG Public Service Agency Funding Review Committee	Mar. 26, 2026 Apr. 24, 2026 May 08, 2026
30-Day Public Comment Period begins	June 11, 2026
First presentation of Annual Action Plan and Budget to City Council	June 11, 2026
Request council approval by consent agenda of PY2026 (FY2027) Annual Action Plan, and FY2027 Community Development Budget	July 23, 2026
30-Day Public Comment Period ends	July 13, 2026
Due to HUD no later than	Aug. 16, 2026

Attachment 1: PY 2026 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation	$1,280.39	$113,601.33	**$114,881.72**
Rehabilitation Administration	$50,000.00	$0.00	**$50,000.00**
Homeowner Acquisition - Rehabilitation	$50,000.00	$0.00	**$50,000.00**
Rental Housing - Rehabilitation	$73,762.29	$238,586.42	**$312,348.71**
Homebuyer Assistance (DAP)	$268,472.32	$221,527.68	**$490,000.00**
Tenant Based Rental Assistance – Deposits	$14,400.00	$0.00	**$14,400.00**
Public Service Agency (See Attachment 3)	$64,008.58	$211,180.50	**$275,189.08**
Public Facility	$1,024,760.35	$721,676.65	**$1,746,437.00**
Section 108 Loan Financing Activities	$45,962.48	$114,037.52	**$160,000.00**
Grant Administration	$0.00	$298,497.79	**$298,497.79**
Recaptured Funds/ Program Income		**CDBG** **HOME**	**$0** **$4,311.72**
Total Community Development Budget			**$3,516,066.02**

DRAFT

2026
ANNUAL ACTION PLAN

CDBG B-26-MC-48-0007
HOME M-26-MC-48-0219



FOR QUESTIONS OR COMMENTS, PLEASE CONTACT THE:

COMMUNITY DEVELOPMENT DIVISION
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
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SPECIAL THANKS

The Community Development Division would like to express our appreciation to the agencies, departments, and committees who participated in developing the City of College Station's 2026 Annual Action Plan.

LETTER TO THE READER

The City of College Station's community development initiatives are currently guided by the 2025–2029 Consolidated Plan, which is scheduled to expire on September 30, 2030. As required by the U.S. Department of Housing and Urban Development (HUD), each grantee must prepare a Consolidated Plan that includes a community needs assessment, housing market analysis, evaluation of housing conditions, and clearly defined goals and objectives. The Consolidated Plan serves as the strategic framework for implementing community development programs during the five-year planning period.

In addition, the City is required to annually submit an Annual Action Plan outlining the projects, activities, and budget allocations associated with the community development grants it receives. All proposed activities must align with the priorities and objectives established in the five-year Consolidated Plan.

For the upcoming program year, the City anticipates receiving approximately $1,236,870 in Community Development Block Grant (CDBG) funds and $511,237 in HOME Investment Partnerships Program (HOME) funds. CDBG and HOME funds must be used to:

1. Benefit low- and moderate-income individuals and households;
2. Prevent or eliminate slum and blight conditions; or
3. Address urgent community needs.

While CDBG funds may support a broad range of community development activities, HOME funds are specifically designated for affordable housing initiatives.

The Annual Action Plan and associated budget must be submitted to HUD no later than August 16, 2026. Accordingly, this item is being presented in advance of the City Council's consideration of the overall municipal budget. Adoption of the plan by resolution will also formally establish the Community Development Program in accordance with the Texas Local Government Code and authorize the City Manager, or designee, to execute all required applications, certifications, evaluations, and related documents necessary for HUD's Community Planning and Development Grant Programs for the 2026 Program Year.

City staff will present the Draft Annual Action Plan and budget during a public hearing held in conjunction with the City Council meeting on June 11, 2026. Staff will subsequently return to the City Council on July 23, 2026, to present the final drafts of the 2026 Annual Action Plan and budget for consideration and adoption. In addition, a 30-day public comment period for the draft 2026 Annual Action Plan and budget will begin on June 11, 2026, and conclude on July 13, 2026. During this period, the draft Annual Action Plan will be available for public review and comment on the City's website and at several publicly accessible locations throughout the community.

Historically, the City has leveraged these funds to support a variety of programs and initiatives, including:

- Affordable housing assistance programs, such as homebuyer assistance, security deposit assistance, housing rehabilitation, new construction, and minor home repairs;

- Direct services for low-income households through nonprofit organizations;
- Demolition and clearance projects;
- Economic development initiatives;
- Infrastructure improvements in parks, streets, and public facilities located in low- to moderate-income areas; and
- Grant administration services.

To develop the draft 2026 Annual Action Plan, staff conducted an extensive public outreach effort between January and April 2026 to gather current and relevant data and community input. All supporting data is included in the appendix of the draft plan and was carefully considered during the development of the proposed Annual Action Plan and budget.

At this stage, the document remains in draft form. The final pages of the draft are reserved for public comments, which will be incorporated into the official submission to HUD. Additionally, comments regarding the Draft Annual Action Plan may be submitted via email to Raney Whitwell, Community Development Analyst, at rwhitwell@cstx.gov or by phone at (979) 764-3488. Revisions may be incorporated prior to final approval by the City Council and subsequent submission to HUD.



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of College Station, located in Brazos County, is a rapidly growing, medium-sized city situated among major Texas metropolitan areas, including Houston, Dallas/Fort Worth, Austin, and San Antonio. Home to Texas A&M University - the second largest university in the nation – College Station is recognized for its exceptional quality of life, strong educational resources, and robust business opportunities.

Together with the City of Bryan, College Station forms the College Station – Bryan Metropolitan Statistical Area (MSA), serving as the economic and educational center of the Brazos Valley region. The City now spans approximately 50 square miles and has an estimated population of more than 132,000 as of December 2025.

In accordance with U.S. Department of Housing and Urban Development (HUD) regulations (24 CFR 91.200 – 91.230), jurisdictions receiving funding under programs such as the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) must submit a Consolidated Plan every five years, along with an Annual Action Plan and a Consolidated Annual Performance and Evaluation Report every year.

The 2025-2029 Consolidated Plan serves as a comprehensive guide for setting priorities, goals, and strategies. It includes citizen participation details, needs assessments, market analysis, and a strategic plan addressing priority areas for the next five years:

- Rental Housing
- Owner-Occupied Housing
- Homeownership
- Homelessness
- Special Needs
- Public Services
- Public Facilities & Infrastructure
- Economic Development
- Program Administration and Compliance

The City of College Station collaborated with a broad range of partners, including the City of Bryan, Brazos County, Twin City Mission, the Brazos Valley Council of Governments, Brazos Valley Community

Action Programs, the Brazos Valley Affordable Housing Corporation, the Brazos County Health District, and other social service organizations serving low-income individuals, persons with special needs, and those experiencing homelessness.

Data for the plan was collected through local surveys, community meetings, stakeholder consultations, and secondary sources. These efforts were supplemented by data from the U.S. Department of Housing and Urban Development (HUD), including the American Community Survey (ACS), the U.S. Census, and the Comprehensive Housing Affordability Strategy (CHAS).

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Federal law requires the City to allocate housing and community development grant funds primarily to benefit low- and moderate-income individuals, consistent with HUD's objectives:

- Provide decent housing
- Establishing and maintaining a suitable living environment
- Expanding economic opportunities

All grant activities must align with one of HUD's designated outcomes: Availability/Accessibility, Affordability, or Sustainability.

For Program Year 2026, the City anticipates receiving:

- $1,236,870 in CDBG funds
- $511,237.89 in HOME funds

CDBG funds offer flexibility to support housing, economic development, neighborhood improvements, and human services. HOME funds are specifically designated for affordable housing initiatives.

Additionally, the City received $1,740,263 from the American Rescue Plan Act to develop social service programs for individuals experiencing or at risk of homelessness. The City has executed two contracts with Twin City Mission: one for HOME-ARP Supportive Services and another for HOME-ARP Nonprofit Operating and Capacity Building.

Outlined below are the activities the City plans to undertake during the program year to fulfill the aforementioned objectives:

<u>Decent Housing:</u>

- Rehabilitation of 5 owner-occupied units
- Rehabilitation of 1 rental housing unit
- Provision of 6 down payment assistance loans
- Provision of 36 security deposits through the TBRA program
- Provision of 345 rental assistance payments through Public Services
- Acquisition and rehabilitation of 1 homeownership unit

Suitable Living Environment:

- Assistance to 300 individuals in youth services
- Assistance to 100 individuals with case management
- Assistance to 23,060 individuals with public facilities or park improvements

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of College Station is confident that its past efforts have effectively advanced its overall strategy to address both housing and non-housing needs within the community. Although the degree of success in achieving specific goals and objectives has varied due to program-specific circumstances and opportunities, the City has consistently demonstrated measurable progress. Accordingly, the City proposes to continue funding proven and essential programs, including Owner-Occupied Housing Rehabilitation, Public Facilities, Public Services, Homeowner Acquisition-Rehabilitation, Rental Housing Rehabilitation, Tenant-Based Rental Assistance (TBRA) Security Deposits, and Homeownership Down Payment Assistance.

The City has utilized, and will continue to leverage, federal, state, local, and private resources in alignment with the priorities established in its 2025-2029 Five-Year Consolidated Plan. As evidenced by the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD), the City has demonstrated that activities undertaken in prior reporting periods were consistent with the strategies outlined in both the Consolidated Plan and Annual Action Plans. Community Development Block Grant (CDBG) funds have supported a wide range of eligible activities, including housing programs, public facilities and improvements, and public services.

On March 3, 2026, the City received correspondence from HUD regarding its Program Year 2024 CAPER, expressing appreciation for the City's continued commitment to strengthening the community through

Community Planning and Development (CPD) programs. Additionally, the City's most recent single audit of its CDBG funds resulted in zero findings, indicating that grant funds are being administered in accordance with applicable requirements and without evidence of fraud, waste, or abuse.

Despite ongoing challenges, including inflation and increasing need among low-and moderate-income populations, the City of College Station remains committed to delivering effective programs and services. Detailed information on past performance is available in prior CAPER reports. As the City enters the first year of its 2025-2029 Consolidated Plan, it anticipates achieving its goals for Program Year 2025 (Fiscal Year 2026). Overall, HUD has determined that the City's performance remains satisfactory.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The 2026 Action Plan was developed in accordance with the City's adopted Citizen Participation Plan. To ensure transparency and community engagement, two public hearings were held on March 17, 2026, and June 11, 2026. These hearings provided an opportunity to explain the planning process, share updates on plan development, and gather feedback from residents. Both hearings were conducted in a location situated within a low- and moderate-income (LMI) area and accessible by public transportation.

Following the second hearing, a 30-day public comment period was open from June 11, 2026, through July 13, 2026, allowing community members to review and provide input on the proposed plan.

To further engage stakeholders, two surveys were administered between March and April 2026. The first survey collected input from College Station residents regarding the use of CDBG and HOME funds within the community. The second survey targeted nonprofit organizations serving LMI residents to gather feedback on community needs and priorities. Both surveys were promoted and distributed through multiple channels. In total 148 responses were received – 118 from the general public and 30 from nonprofit providers.

Additionally, a consultation was held with College Station ISD, the largest provider of services to families experiencing homelessness in the area, to ensure their perspectives were incorporated into the planning process.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public input was actively solicited during two public hearings and through additional outreach methods previously outlined. Feedback received through these hearings and the community survey was overwhelmingly positive. Many respondents expressed appreciation that the City of College Station receives CDBG and HOME funds to support low – to moderate – income residents. According to survey results, the activities identified as most critical by the community included Social Services, Special Needs Housing, Economic Development, Rental and Owner Housing, Public Facilities, and Homeless Outreach and Services.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received were acknowledged and carefully considered in the development of the Annual Action Plan. It should be noted, however, that some feedback related to activities beyond the scope of HUD-funded programs.

7. Summary

The 2026 Action Plan was developed using comprehensive input from community surveys, secondary data sources, and collaboration with other City departments. The plan outlines targeted strategies to address the needs of College Station's low – to moderate – income population across key areas, including housing, homelessness, special needs services, public services, public facilities, and economic development opportunities.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	COLLEGE STATION	Planning & Development Services
HOME Administrator	COLLEGE STATION	Planning & Development Services

Table 1 – Responsible Agencies

Narrative (optional)

The Community Development Division, within the Planning and Development Department, is responsible for administering the City's CDBG and HOME programs, with financial oversight provided by the Fiscal Services Department. Successful implementation of public facility projects requires close collaboration between Community Development staff and colleagues in Capital Improvement Projects, Public Works and Parks and Recreation. Additionally, the City Attorney's Office supports these programs by preparing CDBG and HOME agreements and providing legal guidance as needed.

Consolidated Plan Public Contact Information

Planning and Development Services

Community Development Division

City of College Station

PO Box 9960

1101 Texas Avenue

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Phone: 979-764-3488

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of College Station's Community Development Division works collaboratively with a wide range of agencies throughout the year to address local needs. Staff maintain close partnerships with public service organizations, housing providers, contractors, and other stakeholders to ensure the effective delivery of housing programs, social services, and public facility projects. To address homelessness, the City coordinates efforts with the local Continuum of Care, the Brazos Valley Coalition for the Homeless, and Twin City Mission – the area's primary provider of homeless services.

Public engagement is guided by the Citizen Participation Plan, which establishes the process for soliciting community input to inform the Action Plan. As part of this process, the City conducted two public hearings and provided a 30 – day public comment period on the draft Action Plan, offering residents the opportunity to ask questions and provide feedback.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of College Station actively participates in a variety of coalitions and collaborative initiatives to address housing and public service needs, despite not operating any public housing units within its jurisdiction. Approximately 29% of participants in the regional Housing Choice Voucher Program – administered by the Brazos Valley Council of Governments – secure housing within College Station.

To support these efforts, the City works closely with key partners, including the City of Bryan, the Brazos Valley Council of Governments, United Way, MHMR Authority of the Brazos Valley, Brazos County Health Department, Brazos Valley Community Action Programs, and Elder-Aid. In addition, City staff maintain extensive knowledge of local resources and are well-equipped to connect residents with appropriate assistance when needed.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of College Station works closely with the local Continuum of Care, the Brazos Valley Coalition for the Homeless (BVCH), to address the needs of individuals and families experiencing homelessness, including those who are chronically homeless, families with children, veterans, and unaccompanied youth. The City actively participates in BVCH meetings, committee initiatives, and the annual Point-in-Time Count to strengthen coordination of homeless services. BVCH collaborates with local agencies to

provide a range of resources, including emergency and transitional housing, permanent supportive housing, affordable permanent housing, and transitional shelter with integrated supportive services.

To support these efforts, the City allocates HOME-ARP funds to Twin City Mission for the L.E.A.D. Program and utilizes HOME funds to provide security deposit assistance through the Tenant-Based Rental Assistance Program – a key homelessness prevention strategy. This assistance is available to voucher holders and residents of affordable housing communities, including The Haven, a 24-unit transitional housing development for individuals experiencing homelessness. These and other services are accessible through the 2-1-1 information and referral system, managed by the United Way of the Brazos Valley.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of College Station does not directly receive Emergency Solutions Grant (ESG) funds; however, it actively collaborates with the Brazos Valley Coalition for the Homeless (BVCH), which administers ESG funding locally. Twin City Mission (TCM), a BVCH member agency, manages the Homeless Management Information System (HMIS) with coalition support. While the City does not determine ESG fund allocations or establish performance standards for ESG-assisted projects, its participation in BVCH provides opportunities for consultation and coordination within the local Continuum of Care framework.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Elder-Aid
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Community Housing Development Organization
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted Elder-Aid in person and via email. As the area's only CHDO providing affordable rental units to LMI seniors, staff maintains ongoing communication with the organization, supporting a current housing project funded by the City and building on past collaborations.
2	**Agency/Group/Organization**	TWIN CITY MISSION
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted Twin City Mission in person during the Housing Needs Focus Group, with representatives also attending the Public Hearing and completing the nonprofit providers survey. As the local homeless shelter and a current sub-grantee of HOME-ARP funds, Twin City Mission administers the LEAD Program, serving qualified populations and providing key insights for future coordination efforts.
3	**Agency/Group/Organization**	Brazos County Health District
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Services-Education Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Brazos County Health District was consulted through an in-person interview and also completed the Nonprofit Client Needs Survey. As a former subgrantee with a strong emphasis on disease prevention and health promotion, the organization provided valuable insights that contribute to identifying and addressing healthcare disparities within the community.
4	**Agency/Group/Organization**	BRYAN HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Bryan Housing Authority participated in the Nonprofit Client Needs Survey. Although the City of College Station does not operate a public housing authority, it shares a border with the City of Bryan. As a result, it is common for many low- to moderate- income households to move between the two communities in search of affordable housing options.
5	**Agency/Group/Organization**	Texas A&M University
	Agency/Group/Organization Type	Services-Education Other government - State
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Texas A&M University participated in the Nonprofit Client Needs Survey. As one of the largest universities in the United States, Texas A&M not only provides educational services but also addresses a broad range of student needs, including housing, food insecurity, and mental health support.
6	**Agency/Group/Organization**	American Red Cross - Heart of Texas South
	Agency/Group/Organization Type	Agency - Emergency Management
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The American Red Cross - Heart of Texas South participated in the Nonprofit Client Needs Survey. As a leading organization in disaster response, their expertise provides valuable insight into emergency management and hazard mitigation efforts.

7	**Agency/Group/Organization**	Health Point
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	HealthPoint participated in the Nonprofit Client Needs Survey, providing essential insights into the challenges faced by uninsured residents and those reliant on Medicaid and Medicare in accessing medical care. As the largest provider of healthcare services for this population, their feedback is instrumental in identifying opportunities for improved service coordination and in enhancing healthcare accessibility for low- to moderate-income individuals.
8	**Agency/Group/Organization**	MHMR AUTHORITY OF BRAZOS VALLEY
	Agency/Group/Organization Type	Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Mental Health Services

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	MHMR completed the Nonprofit Client Needs and Service Gaps survey and has been a past sub-grantee. As the leading provider of mental health services in the area, their expertise in the mental health needs of the LMI population will help guide future coordination and support efforts.
9	**Agency/Group/Organization**	BRAZOS VALLEY FOOD BANK
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy Food Bank
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Brazos Valley Food Bank completed the Nonprofit Client Needs and Services Gaps Survey. As a past sub-grantee and local authority on food insecurity, BVFB provided critical insights to guide future coordination and support efforts.
10	**Agency/Group/Organization**	COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Education Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted College Station Independent School District, the largest provider of homelessness services in College Station, serving over 100 McKinney-Vento classified students annually. As a past sub-grantee, the district collaborates with staff to exchange information, supporting the advancement of both missions.
11	**Agency/Group/Organization**	Family Promise Bryan-College Station
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Family Promise completed the Nonprofit Client Needs and Service Gaps Survey. As one of two homeless shelters for family units and a past sub-grantee, Family Promise provides critical insights into the needs of homeless families and related housing issues, guiding future coordination efforts.
12	**Agency/Group/Organization**	Hope Pregnancy Center
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Hope Pregnancy Center provided input through the Nonprofit Client Needs and Service Gaps survey. As a crisis pregnancy center, staff worked to strengthen coordination with medical providers, ensuring early access to care and improving birth outcomes.

13	**Agency/Group/Organization**	VOICES FOR CHILDREN, (CASA)
	Agency/Group/Organization Type	Services-Children Services - Victims Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Voices for Children, Inc., a Court Appointed Special Advocates organization supporting children in the foster care system, completed the Nonprofit Client Needs and Service Gaps Survey. Their insights will help inform ongoing efforts to enhance services for foster youth.
14	**Agency/Group/Organization**	Workforce Solutions Brazos Valley
	Agency/Group/Organization Type	Services-Employment Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Workforce Solutions Brazos Valley participated in the Nonprofit Client Needs and Service Gap Survey. as the region's largest provider of employment services, they offered valuable insights into challenges experienced by their clients.
15	**Agency/Group/Organization**	United Way of the Brazos Valley
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Services-Education

	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	United Way of the Brazos Valley participated in the Nonprofit Client Needs and Service Gaps survey, offering insights on community service access. Their role in facilitating 2-1-1 helps connect residents with local resources, and their online community digest serves as a valuable tool for sharing information and improving program coordination.
16	**Agency/Group/Organization**	Brazos Health Resource Center
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Brazos Health Resource Center contributed feedback through the Nonprofit Client Needs and Service Gap Survey. As an organization that supports indigent residents following hospital discharge, they offer critical insights into medical needs, housing instability, food insecurity, and public transportation challenges, helping to inform future coordination efforts.

17	**Agency/Group/Organization**	Catholic Charities of Central Texas
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Catholic Charities of Central Texas completed the Nonprofit Client Needs and Service Gaps survey and has been both a past and current sub-grantee. Staff maintains regular communication with the organization to support ongoing coordination and service efforts.
18	**Agency/Group/Organization**	Unbound Bryan College Station
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services - Victims Anti-trafficking
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Unbound Now completed the Nonprofit Client Needs and Services Gaps survey, offering valuable insight into the needs of former trafficked individuals. Their expertise supports efforts to resource communities and assist survivors in the fight against human trafficking.
19	**Agency/Group/Organization**	Brazos Valley Community Action Programs
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Brazos Valley Community Action Programs contributed valuable feedback through multiple channels, including completing the nonprofit survey and participating in meetings and focus groups. Their insights will help shape future initiatives, with anticipated outcomes focused on enhancing collaboration and improving service delivery to better address community needs.
20	**Agency/Group/Organization**	Brazos Valley Coalition for the Homeless
	Agency/Group/Organization Type	Regional organization Continuum of Care

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Brazos Valley Coalition for the Homeless was consulted in person and via email, enabling City staff to better understand homelessness in the area and identify ways to support the organization's efforts.
21	**Agency/Group/Organization**	BRAZOS MATERNAL AND CHILD HEALTH CLINIC
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff conducted in-person consultations with Brazos Maternal and Child Health Clinic (The Prenatal Clinic), which serves indigent women to ensure safe and healthy pregnancies and deliveries. Additionally, the organization completed the nonprofit providers survey. These efforts helped identify community needs and gaps in medical services.

22	**Agency/Group/Organization**	Brazos Valley Council of Governments
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Education Services-Employment Service-Fair Housing Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted the Brazos Valley Council of Governments (BVCOG) in person. As an umbrella agency overseeing 18 regional programs supporting low-to moderate-income individuals, BVCOG's expertise in housing, disabilities, elderly services, transportation, economic development, and fiber optic broadband will help guide future coordination efforts.

23	**Agency/Group/Organization**	Unlimited Potential
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services-Education Services-Employment Former Foster Youth
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted Unlimited Potential in person. As a current sub-grantee, UP supports individuals aging out of the Texas Foster Care system, equipping them with essential life skills to prevent homelessness and legal challenges. Their expertise informs ongoing coordination efforts to help former foster youth transition successfully into adulthood.
24	**Agency/Group/Organization**	City of College Station - Fire Department
	Agency/Group/Organization Type	Agency - Emergency Management Other government - Local
	What section of the Plan was addressed by Consultation?	Disaster Mitigation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of College Station Fire Department was consulted in person regarding disaster management and mitigation. As a key agency in emergency response, their insights will help strengthen preparedness efforts and improve coordination in addressing community resilience and disaster response strategies.
25	**Agency/Group/Organization**	City of College Station- Transportation and Mobility Services
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City's Transportation and Mobility planners were consulted to address transportation challenges, consistently identified as the primary barrier for low-to moderate- income residents. Their expert guidance helped staff optimize alternative transportation options and strategically program public facility projects to maximize impact and accessibility.
26	**Agency/Group/Organization**	ConnectedNation of Texas
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Online research was conducted to assess internet connectivity across Texas.

Identify any Agency Types not consulted and provide rationale for not consulting

All agencies were invited to participate in the Action Plan development through either the online survey, in person consultations or the Public Hearings.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Brazos Valley Coalition for the Homeless	The Brazos Valley Coalition for the Homeless serves as a central communication hub for service providers and facilitates access to shelter and supportive resources for individuals and families experiencing homelessness.
Economic Development Master Plan	City of College Station	Adopted by the City Council in 2020, the College Station Economic Development Master Plan outlines strategies to assess the feasibility of utilizing Community Development Block Grant (CDBG) funds for initiatives such as micro-enterprise assistance, job training programs, business incubators, and related projects.
Comprehensive Economic Development Strategy	Brazos Valley Council of Governments	The long-term objectives of this plan include job creation and retention, attracting new industries to the area, and expanding the availability of affordable housing throughout the region.
Comprehensive Plan	City of College Station	The Comprehensive Plan, adopted by the City Council, is a long-range policy document that guides decisions regarding the City's physical development. Its purpose is to anticipate and manage growth in a way that ensures a balanced mix of land uses, promotes economic development, and preserves quality of life. The plan encompasses key elements such as parks, utilities, land use, economic development, transportation, and urban design-addressing all aspects or the community's physical form. A Five-Year Evaluation & Appraisal Report was completed in 2025 to assess progress and identify areas for refinement. Since 2020, three new plans have been integrated into the Comprehensive Plan: two small area plans - the Northeast Gateway Redevelopment Plan and the Wellborn District Plan - and one master plan, the Housing Action Plan. These additions strengthen the City's ability to respond to evolving needs and opportunities while maintaining a cohesive vision for future development.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Brazos County Hazard Mitigation Plan 2024-2029	Brazos Community Emergency Operations Center	Brazos County, the City of Bryan, the City of College Station, the City of Kurten, the City of Wixon Valley, and Texas A&M University have jointly adopted a single inter-jurisdictional emergency management plan. Because disasters do not adhere to geopolitical boundaries, multiple jurisdictions are often directly affected or engaged in response efforts. Existing mutual aid and interlocal agreements further support a coordinated, safe, and efficient response to both natural and human-caused disasters.
The 2022 Greater Brazos Valley Health Assessment	Center for Community Health Development	The 2022 Greater Brazos Valley Health Assessment provides an analysis of health disparities within the community and examines key social determinants of health.
Cooling College Station:Urban Heat Mitigation Plan	City of College Station	The Cooling College Station Urban Heat Mitigation Plan, finalized in September 2022, outlines a five-year strategy to reduce the urban heat island effect through targeted tree planting. The plan aims to mitigate future heat-related risks and enhance community resilience.
Governor's Broadband Development Council Report	Office of the Texas Governor	The 2022 Texas Report from the Governor's Broadband Development Council fulfills its mandate to identify challenges to broadband connectivity across the state. The findings align with the Strategic Plan by highlighting key barriers to broadband access.
City of College Station Housing Action Plan	City of College Station	The City of College Station Housing Action Plan outlines strategic initiatives to address housing affordability, availability, and accessibility for residents. It focuses on expanding affordable housing options, promoting sustainable development, and enhancing housing stability through targeted programs and policies. By leveraging community partnerships and funding opportunities, the plan aims to meet the diverse housing needs of low- to moderate-income households while fostering a balanced and resilient housing market.
City of College Station Existing Conditions Report	City of College Station	The City of College Station Existing Conditions Report includes current conditions and trends for the following key areas: local context, natural environment, demographics, economic development, land use, public facilities, and transportation.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

In College Station, addressing critical community needs such as housing and homelessness requires coordinated efforts among state agencies, local nonprofits, and City departments. Public hearings provide an opportunity for stakeholders to share input and feedback, ensuring an inclusive decision-making process. Proposed programs undergo comprehensive consultation, emphasizing a deep understanding of local housing dynamics and identifying populations at risk. Through citizen engagement methods – including group sessions and surveys – community priorities are established and incorporated into the City's strategic plans. Sustained partnerships help ensure that public input remains central to the development and implementation of effective, long-term solutions.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Citizen participation is promoted through multiple communication channels, including announcements in the local newspaper, broadcasts on radio programs, and postings on the City's website. Residents are encouraged to engage in identifying and prioritizing community needs by attending public hearings and completing surveys.

The Citizen Participation Plan establishes policies and procedures to ensure that public comments and feedback are incorporated throughout the development of the Consolidated Plan and the Analysis of Impediments. As part of this process, the Public Survey was available online for approximately six weeks and was actively promoted through the City's website.

Additionally, the City conducted two public hearings, announced in the local newspaper at least two weeks in advance. Notices included information on reasonable accommodations, such as translation services. Concurrently, a 30-day public comment period for reviewing the plan document was held from June 11, 2026, to July 13, 2026.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	A public notice was published in The Eagle, our local newspaper, on March 3, 2026, informing the community that a Public Hearing would be held on March 17, 2026. A second public notice was published in The Eagle on May 26, 2026, informing the community that a Public Hearing would be held on June 11, 2026. The purpose of the hearing was to gather public feedback for the development of the Annual Action Plan.	n/a	n/a	n/a

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Non-English Speaking - Specify other language: Spanish	A public notice was published in the online edition of La Voz Hispana, the local Spanish-language newspaper, on February 27, 2026. The notice announced the Public Hearing schedule for March 17, 2026. A second public notice was published announcing the Public Hearing to be held on 6/11/2026. The purpose of this hearing was to gather public feedback for the development of the Annual Action Plan.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Nonprofit Providers Survey	Nonprofit Service providers	A survey was distributed to local nonprofit organizations that serve low- and moderate-income households. The purpose of the survey was to identify needs and gaps in services for these households. A total of 41 responses were received from a diverse group of nonprofit providers.	The majority of respondents identified three primary concerns: a shortage of affordable housing, limited access to reliable public transportation, and insufficient availability of accessible mental health services.	All comments were accepted.	
4	TV Announcement - Public Hearing	Non-targeted/broad community	An advertisement was broadcast on Channel 19, the City's local channel, inviting members of the public to attend the hearing and provide feedback during the development of the Action Plan.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	General Public Survey	Non-targeted/broad community	A General Public survey was released from March 2, 2026 to April 15, 2026. This survey was designed to identify the needs, barriers, and service gaps experienced by low- to moderate-income residents.	A total of 118 responses were received, accompanied by numerous comments. All comments and survey results are included in the appendix of the Annual Action Plan.	All comments were accepted.	
6	United Way Newsletter	Non-targeted/broad community	A notice was published in the United Way newsletter inviting the public to participate in the general survey and attend the public hearing.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Non-targeted/broad community	A public hearing was conducted March 17, 2026 to gather input for the development of the 2026-2027 Annual Action Plan. Although extensively advertised, no attendees were present.	n/a	n/a	
8	Radio Interview - WTAW	Non-targeted/broad community	A radio interview was conducted at a local news talk station to inform the community that public input was being sought for the development of the Annual Action Plan.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Neighborhood Newsletter	Non-targeted/broad community	An ad in the Neighborhood Newsletter invited stakeholders to complete the General Public Survey and attend the Public Hearing held on March 17,2026.	n/a	n/a	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of College Station anticipates receiving annual allocations of the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME) from the U.S. Department of Housing and Urban Development (HUD) throughout the duration of this Strategic Plan. These funds, determined by a HUD – established formula, will be leveraged alongside resources from public, private, and nonprofit partners to implement a comprehensive approach to achieving community development goals and objectives.

The CDBG program provides critical funding to address diverse community development needs, including the provision of decent housing, a suitable living environment, and expanded economic opportunities for low- and moderate- income individuals. Eligible activities under CDBG include housing rehabilitation, public facility improvements, property acquisition, clearance and demolition, public services, homeownership assistance, disaster response, program administration, and economic development initiatives.

The HOME program focuses on creating and sustaining affordable housing options for low-income households. Communities, often in partnerships with local nonprofit organizations, use HOME funds to construct, purchase, and rehabilitate affordable housing for rental or homeownership, as well as to provide direct rental assistance to qualifying residents. Additionally, at least 15% of HOME funds must be allocated to Community Housing Development Organizations (CHDO's) – experienced nonprofits entities dedicated to owning, developing, or sponsoring affordable housing projects.

In addition to CDBG and HOME funds, the City is currently utilizing the remaining balance of its HOME-ARP allocation, totaling $1,740,263, and will begin expending the recently awarded $500,000 CDBG-MIT grant from the Texas General Land Office.

Anticipated Resources

Program	Source	Uses of Funds	Expected Amount Available Year 1	Expected	Narrative Description

	of Funds		Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $	Amount Available Remainder of ConPlan $	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,236,870.00	0.00	1,357,011.80	2,593,881.80	3,681,818.00	The allocation for this year is slightly higher than the previous year. Because the City received $171,000 in program income during PY 2025, the Public Service cap for PY 2026 will increase by 15 percent of that amount. This results in an increase of $25,650.00 making the total allocation $275,189.08.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	511,237.89	4,311.72	406,634.61	922,184.22	1,408,500.83	The allocation for this year is slightly higher than last year.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of College Station strategically leverages federal funds to attract and integrate additional resources from private, state, and local partners, thereby maximizing the impact of community development initiatives. Federal allocations through the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) serve as a foundation for advancing affordable housing, public services, infrastructure improvements, and programs supporting individuals experiencing homelessness and special needs.

The Community Development Division administers these programs in alignment with the City's Consolidated Plan goals, ensuring efficient use of federal dollars while minimizing local financial burden. This approach emphasizes leveraging federal contributions to strengthen partnerships and expand service delivery.

To satisfy matching requirements and enhance program outcomes, the City utilizes a combination of local and external resources, including:

- General and municipal funds
- City-donated services under a HUD-approved Cost Allocation Plan
- Infrastructure investments in CDBG – eligible areas
- Nonprofit contributions for program administration and delivery
- Private sector investment and lending institutions

The City actively supports HOME-funded projects in collaboration with Low-Income Housing Tax Credit (LIHTC) developers to create or preserve affordable housing. These partnerships often include matching contributions from beneficiaries, nonprofit organizations, and developers, ensuring compliance with program requirements and increasing overall investment.

Public service agencies that receive CDBG funding strategically integrate these resources with additional private, state, and federal funding streams to expand program reach and impact. For example, The Prenatal Clinic combines CDBG funds with Medicaid support to deliver comprehensive prenatal and postnatal care for mothers and infants. Similarly, regional partners such as the Brazos Valley Council of Governments and Brazos Transit District integrate HUD, Federal Transit Administration (FTA), and Texas Department of Transportation (TxDOT)

funds to deliver housing and transportation solutions.

Additionally, the City fosters resource sharing and volunteer engagement to address community needs, including home repairs, literacy programs, medical assistance, and transportation. While CDBG does not require a match and HOME benefits from a reduced match requirement, program income generated from funded activities is reinvested into initiatives serving low-income populations, ensuring sustainability and long-term impact.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of College Station strategically utilizes publicly owned land and property to advance community development initiatives, with a particular focus on low-income neighborhoods. Through targeted improvements to public rights-of-way and parks, the City enhances infrastructure, accessibility, and overall quality of life for residents.

Infrastructure and Streetscape Enhancements

Community Development Block Grant (CDBG) funds are allocated to support critical infrastructure projects, including street reconstruction, sidewalk installation, and street lighting upgrades. These improvements promote pedestrian safety, mobility, and neighborhood connectivity, ensuring equitable development throughout the community.

Park Improvements

The City prioritizes the revitalization of public parks and recreational spaces serving low- and moderate-income areas. Investments include installing new playground equipment, implementing safety enhancements, and performing ongoing maintenance. These efforts create secure, engaging environments for families and children.

Affordable Housing Development

To address the growing need for affordable housing, the City facilitates property acquisition to enable new development opportunities. Through leveraged development programs and the Community Housing Development Organization (CHDO) proposal process, developers and nonprofit organizations can access funding for affordable housing projects, expanding options for low-income households.

By combining federal funding sources with municipal resources, the City of College Station continues to strengthen public infrastructure, expand affordable housing initiatives, and improve recreational spaces – fostering a vibrant, inclusive, and sustainable community.

Discussion

Over the next four years, the City of College Station anticipates receiving annual allocations of federal funding through the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME), both administered by the U.S. Department of Housing and Urban Development (HUD). These grants will serve as cornerstone resources for advancing community development, supplemented by private, state, and local funding to maximize impact. The CDBG program

will fund critical projects that improve housing, infrastructure, and economic opportunities for low- and moderate- income residents. With projected funding totaling approximately $4.4 million over the remainder of the Consolidated Plan period, the City will continue investing in housing rehabilitation, public facility enhancements, property acquisition, and essential public services. Similarly, the HOME program, with an anticipated total of roughly $2 million, will play a key role in expanding affordable housing options. Funds will support new housing construction, rehabilitation, and rental assistance, with at least 15% allocated to Community Housing Development Organizations (CHDOs). Additionally, a portion of HOME funding will be dedicated to a Tenant-Based Rental Assistance (TBRA) security deposit program, helping low-income renters secure stable housing. Through strategic allocation of federal resources and collaboration with local partners, the City of College Station remains committed to fostering sustainable community development and equitable housing opportunities, ensuring long-term benefits for residents.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Housing - Rehabilitation	2025	2029	Affordable Housing Non-Homeless Special Needs Community Housing Development Organization	City Wide	Rental Housing- Rehabilitation	CDBG: $.00 HOME: $312,348.71	Rental units rehabilitated: 1 Household Housing Unit
2	Owner Housing - Rehabilitation/Reconstruction	2025	2029	Affordable Housing	City Wide	Owner Housing - Rehabilitation/Reconstruction	CDBG: $164,881.72 HOME: $.00	Homeowner Housing Rehabilitated: 5 Household Housing Unit
3	Homeownership - Down Payment Assistance	2025	2029	Affordable Housing	City Wide	Homeownership	CDBG: $.00 HOME: $490,000.00	Homeowner Housing Added: 6 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Homelessness - TBRA Security Deposits	2025	2029	Homeless	City Wide	Homelessness	CDBG: $.00 HOME: $14,400.00	Homelessness Prevention: 36 Persons Assisted
5	Public Services	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City Wide	Public Services	CDBG: $275,189.08	Public service activities other than Low/Moderate Income Housing Benefit: 580 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 345 Households Assisted
6	Public Facilities	2025	2029	Non-Housing Community Development		Public Facilities and Infrastructure	CDBG: $1,746,437.00 HOME: $.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 23060 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Program Administration and Compliance	2025	2029	Non-Housing Community Development	City Wide	Program Administration and Compliance	CDBG: $247,374.00 HOME: $51,123.79	Other: 0 Other
8	Section 108 Loan Financing Activities	2025	2029	Affordable Housing	City Wide	Rental Housing- Rehabilitation	CDBG: $160,000.00 HOME: $.00	Other: 1 Other
9	Homebuyer-Acquisition/Rehabilitation	2025	2029	Affordable Housing	City Wide	Homebuyer Acquisition/Rehabilitation	HOME: $50,000.00	Homeowner Housing Added: 1 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Rental Housing - Rehabilitation
	Goal Description	An evaluation of previous fiscal years, in conjunction with rising material costs and supply chain issues, would suggest that its current funding level, the City will be able to support the acquisition and rehabilitation of (1) single family residence using HOME funding over the duration of this year's Action Plan.
2	**Goal Name**	Owner Housing - Rehabilitation/Reconstruction
	Goal Description	An evaluation of previous Minor Home Repair projects across the last several years and increase in material and labor costs would suggest that at this activity's current funding level, the City could support 5 new Minor Home Repair activities over the duration of this year's Action Plan.

3	**Goal Name**	Homeownership - Down Payment Assistance
	Goal Description	Down payment and closing cost assistance are provided to income-eligible households. A 0%-interest deferred loan of up to $80,000 is available to allow income-eligible households access to the volatile housing market in College Station. The loan includes a shared appreciation component in lieu of interest. The homeowners will repay the City the percentage of appreciation based on the percentage of down payment assistance provided. This activity will provide direct financial assistance to homebuyers. Funding levels will allow for 6 fully funded DAP projects over the course of this year's Action Plan.
4	**Goal Name**	Homelessness - TBRA Security Deposits
	Goal Description	TBRA - Security Deposits The City of College Station will continue on its endeavor to assist its income-eligible residents with necessary security deposit payments. At its current funding level, the TBRA Security Deposits activity will allow for thirty-six (36) fully funded projects over the course of this year's Action Plan.

5	**Goal Name**	Public Services
	Goal Description	The FY 2026 Public Service funding cap has been adjusted to include prior-year program income received and retained by the grantee. In accordance with HUD regulations 24 CFR 570.201 (e) and 570.500 (a), the 15% Public Service cap calculation is based on the current year CDBG allocation combined with prior-year program income. As a result, the allowable Public Service funding amount increased from $185,530.50 to $211,180.50. Additionally, $64,088.58 will be carried forward and allocated to current-year contracts to support fourth-quarter reimbursement payments. FY 2026 CDBG Allocation - $1,236,870 Prior- Year Program Income - $171,000 15% Public Service Cap - $185,530.50 15% of Program Income - $25,650 **2026-2027 Public Service Agencies** **Twin City Mission Family Support Services** - LEAD Program - Client Assistance - $50,000 **Big Brothers Big Sisters of South Texas - Brazos** - Youth Mentoring - Program Manager/Volunteer Manager - $35,000 **United Way of the Brazos Valley** - Ride2Health Program - Program Salaries & Benefits, Lyft Rides, IT Expenses - $25,000 **A Home Base for Transitioning Foster Youth dba Unlimited Potential** - Transitional Living for Former Foster Youth - Personnel - Resident Coordinator Intern Stipend, Transitional Living Program, Supplies - $25,000 **The Salvation Army** - Rent and Utilities Assistance Program - Financial Assistance for Rent and Utilities - $25,000 **Catholic Charities of Central Texas** - Brazos Valley Financial Stability Program - Case Manager Salary, Direct Client Benefits - $20,100 **City of College Station Police Department Victim Services** - Crisis Funding - $30,000

6	**Goal Name**	Public Facilities
	Goal Description	In Fiscal Year 2027, the City of College Station anticipates completing the rehabilitation of the Lincoln Center Splash Pad, the installation of the City Hall Bus Shelter, and the Welsh Sidewalk Project. All projects were determined to be within income qualifying census blocks, demonstrated an urgent need to the community, and service the following numbers of residents: Lincoln Center Splash Pad - Eight thousand (8,000) Welsh Sidewalk Rehabilitation - Seven thousand nine hundred seventy (7,970) City Hall Bus Shelter - Seven thousand ninety (7,090) Overall 69.25 Percent is LMI
7	**Goal Name**	Program Administration and Compliance
	Goal Description	CDBG and HOME Program Administration and Compliance CDBG may allocate 20% of its annual allocation to administration expenses and will contribute to all staff time spent administering qualifying programs as well as educational and coalition efforts. HOME may allocate 10% of its annual allocation to administration expenses pertaining to its eligible housing programming.
8	**Goal Name**	Section 108 Loan Financing Activities
	Goal Description	Section 108 Loan Financing Activities The City of College Station, in conjunction with the affordable housing provider LULAC Oak Hill, intends to fulfill its contractual obligations to its Section 108 financing agreement throughout the duration of this Strategic Plan. To that end, the City anticipates making quarterly interest payments and assisting LULAC Oak Hill to make principal payments for the duration of the loan's term.
9	**Goal Name**	Homebuyer- Acquisition/Rehabilitation
	Goal Description	The Acquisition, Rehabilitation, and Homeownership Disposition Program is designed to acquire single-family homes, rehabilitate them in accordance with established standards, and facilitate their sale to income-eligible homebuyers through the City's Down Payment Assistance Program. To promote long-term housing affordability, additional measures such as deed restrictions or community land trusts may also be implemented.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City will implement initiatives aligned with the priority needs and strategic objectives established and adopted by City Council. These efforts will be accompanied by a summary outlining the proposed activities, including local goals, identified priorities, and anticipated outcomes.

Projects

#	Project Name
1	Rental Housing Rehabilitation
2	Owner Housing - Rehabilitation/Reconstruction
3	Homeownership - Down Payment Assistance
4	Tenant Based Rental Assistance - Security Deposit Assistance Program
5	Program Administration
6	Section 108 Loan Financing Activities
7	Public Facility
8	Public Services
9	Homebuyer-Acquisition/Rehab

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were established through a comprehensive community needs assessment, which included consultations and surveys with key stakeholders and residents. This process ensured that funding decisions were data-driven and aligned with the most pressing needs identified by the community.

However, limited funding continues to present a significant obstacle in addressing underserved needs. Despite clear priorities and community input, financial constraints often hinder the ability to fully meet the demand for services and infrastructure improvements in these areas. As a result, efforts must be strategically focused to maximize the impact of available resources.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Rental Housing Rehabilitation
	Target Area	City Wide
	Goals Supported	Rental Housing - Rehabilitation
	Needs Addressed	Rental Housing- Rehabilitation
	Funding	:
	Description	Acquisition and rehabilitation of existing housing units to be made available to eligible households.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that one (1) Rental Housing Rehabilitation activity will be completed and occupied by a household earning at or below 60% of the Area Median Income (AMI).
	Location Description	It is standard practice not to limit the location of the Rental Housing Rehabilitation project to a specific area. Maintaining a citywide project scope allows the developer or nonprofit partner to identify the best value opportunities and ensure responsible stewardship of federal grant funds.
	Planned Activities	A Request for Proposals (RFP) will be issued to eligible housing partners. It is anticipated that one (1) affordable housing unit will be acquired and rehabilitated to help address the need for additional affordable rental housing and improved existing substandard housing conditions, including single-family structures or duplexes.
2	**Project Name**	Owner Housing - Rehabilitation/Reconstruction
	Target Area	City Wide
	Goals Supported	Owner Housing - Rehabilitation/Reconstruction
	Needs Addressed	Owner Housing - Rehabilitation/Reconstruction
	Funding	CDBG: $164,881.72
	Description	This project will provide grants to qualified households for eligible repairs necessary to bring homes into compliance with current City codes and HUD standards. Eligible improvements may include system upgrades, energy-efficiency enhancements, exterior painting, and other necessary repairs designed to create a safe, sanitary, and sustainable living environment while incorporating cost-saving improvements.
	Target Date	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that five (5) Minor Home Repair activities will be completed for households earning at or below 80% of the Area Median Income (AMI).
	Location Description	Minor Home Repair activities will be conducted citywide.
	Planned Activities	Minor Home Repair activities will vary by household based on the specific repairs needed to improve the safety, sustainability, and affordability of the home. Eligible homeowners must qualify through an application process. Contractors will be selected through a competitive bid process, with the project awarded to the lowest responsive and reasonable bidder.
3	**Project Name**	Homeownership - Down Payment Assistance
	Target Area	City Wide
	Goals Supported	Homeownership - Down Payment Assistance
	Needs Addressed	Homeownership
	Funding	:
	Description	Homeownership - Down Payment Assistance
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that six (6) Homeownership-Down Payment Assistance activities will be completed for households earning at or below 80% of the Area Median Income (AMI).
	Location Description	It is standard practice not to limit the location of the Homeownership-Down Payment Assistance activity to a specific area. Maintaining a citywide project scope allows the homebuyer to identify the best value opportunities and ensure responsible stewardship of federal grant funds.
	Planned Activities	Down payment assistance will be provided in the form of a deferred, zero-percent interest loan. The loan amount will be based on the gap financing required and will not exceed $80,000. Repayment of the assistance will be required if the property ceases to be the homeowner's primary residence, and the homeowner will also be required to pay a shared appreciation amount upon the sale of the property.
4	**Project Name**	Tenant Based Rental Assistance - Security Deposit Assistance Program
	Target Area	City Wide

	Goals Supported	Homelessness - TBRA Security Deposits
	Needs Addressed	Homelessness
	Funding	:
	Description	Tenant Based Rental Assistance for security deposits will be provided to income-eligible households to support access to affordable rental housing opportunities in College Station and help prevent homelessness.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that 36 households will receive security deposit assistance. these households will have incomes at or below 60% of the Area Median Income (AMI) and will be recipients of a Housing Choice Voucher.
	Location Description	This activity will be conducted citywide, enabling households to identify suitable rental units that accept Housing Choice Vouchers and security deposit assistance.
	Planned Activities	Security deposit assistance will be coordinated with Housing Choice Vouchers. This approach will help reduce barriers for low-income individuals in accessing the rental market in College Station and support efforts to prevent homelessness.
5	**Project Name**	Program Administration
	Target Area	City Wide
	Goals Supported	Program Administration and Compliance
	Needs Addressed	Program Administration and Compliance
	Funding	CDBG: $247,374.00
	Description	Staff costs and eligible expenses for management and administration of CDBG and HOME programs.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	n/a

	Planned Activities	Staff cost and eligible expenses for management and administration of CDBG and HOME programs. Other activities and initiatives will include financial literacy, Homebuyer Education, homelessness support, and collaborative efforts around housing repairs.
6	**Project Name**	Section 108 Loan Financing Activities
	Target Area	
	Goals Supported	Section 108 Loan Financing Activities
	Needs Addressed	Special Needs
	Funding	CDBG: $160,000.00
	Description	The fulfillment of contractual obligations the City incurred via its Section 108 Loan Agreement with HUD.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	n/a
	Planned Activities	The City of College Station will continue to make interest payments on its Section 108 Loan and assist LULAC Oak Hill in their obligation to pay off its principal.
7	**Project Name**	Public Facility
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities and Infrastructure
	Funding	CDBG: $1,746,437.00
	Description	Projects under this category may include, but are not limited to, the acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements withing eligible neighborhoods and qualifying circumstances.
	Target Date	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 23,060 individuals will be served in areas designated as having 51% or greater low - to moderate-income (LMI) populations.
	Location Description	Project Locations include: - The Lincoln Center Splash Pad Rehabilitation at 1000 Eleanor Street, College Station, TX 77840 - The Welsh Avenue Sidewalk Construction bounded by Nevada Street and Harvey Mitchell Parkway S - The City Hall Bus Shelter and Sidewalk Improvement at 1101 Texas Ave
	Planned Activities	There are three ongoing Public Facilities activities currently in the design phase, with construction anticipated to be completed by September 2027. Planned projects include the Lincoln Center Splash Pad construction, City Hall Bus Shelter and Sidewalk Improvements and the Welsh sidewalk reconstruction.
8	**Project Name**	Public Services
	Target Area	City Wide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $275,189.08
	Description	The FY 2026 Public Service funding cap has been adjusted to include prior-year program income received and retained by the grantee. In accordance with HUD regulations 24 CFR 570.201(e) and 24 CFR 570.500(a), the 15% Public Service cap calculation is based on the current year CDBG allocation combined with prior-year program income. As a result, the allowable Public Service funding amount increased from $185,530.50 to $211,180.50.Additionally, $64,088.58 will be carried forward and allocated to current-year contracts to support fourth-quarter reimbursement payments.CDBG funding has been allocated through the CDBG Public Service Agency Funding Review Committee process. The 2026 programs recommended for funding for the following: Twin City Mission Family Support Services - $50,000; Big Brothers Big Sisters of South Texas - $35,000; United Way of the Brazos Valley - $25,000; A Home Base for Transitioning Foster Youth dba Unlimited Potential - $25,000; The Salvation Army - $25,000; Catholic Charities of Central Texas - $20,100; City of College Station Police Department Victim Services - $30,000

	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Twin City Mission: Total – 60/ LMI – 60 (100%) Big Brothers Big Sisters of the Brazos Valley: Total – 300 / LMI – 270 (90%) United Way of the Brazos Valley: Total – 250 / LMI – 250 (100%) Unlimited Potential: Total-10/LMI-10 (100%) Salvation Army: Total- 145/ LMI-145 (100%) Catholic Charities of Central Texas: Total – 130/ LMI- 130 (100%) City of College Station Police Department Victim Services – 30/ LMI – 16 (53%) All Activities: Total - 925 / LMI - 881 (95.24%)
	Location Description	Twin City Mission – 3808 Old College Rd, Bryan, TX 77801 Big Brothers Big Sisters of the Brazos Valley – 315 Tauber St, College Station, Texas 77840 United Way of the Brazos Valley – 1716 Briarcrest Dr #155, Bryan, TX 77802 Unlimited Potential – 1115 Anderson St, College Station, TX 77840 The Salvation Army – 2506 Cavitt Ave, Bryan, TX 77801 Catholic Charities of Central Texas – 1410 Cavitt Ave, Bryan, TX 77801 College Station Police Department Victim Services – 800 Krenek Tap Rd, College Station, TX 77840
	Planned Activities	Funding recommendations support programs that provide critical services to Brazos Valley residents. Twin City Mission was awarded $50,000 for direct client assistance through its LEAD Program. Big Brothers Big Sisters of South Texas received $35,000 to support Youth Mentoring Program staffing, including Program and Volunteer Manager positions. United Way of the Brazos Valley was awarded $25,000 for the Ride2Health Program to support salaries, transportation, and IT expenses, while Unlimited Potential received $25,000 for transitional living services and supplies for former foster youth. The Salvation Army was awarded $25,000 to provide rent and utility assistance to households in need. Additionally, Catholic Charities of Central Texas received $20,100 for its Brazos Valley Financial Stability Program to fund case management and direct client support, and the College Station Police Department Victim Services Division was awarded $30,000 to assist victims of crime.
9	**Project Name**	Homebuyer-Acquisition/Rehab

	Target Area	City Wide
	Goals Supported	Homebuyer- Acquisition/Rehabilitation
	Needs Addressed	Homeownership
	Funding	:
	Description	Homebuyer - Acquisition/RehabilitationHousing units will be purchased and rehabbed by the grantee. After rehab, the unit will be sold to an income qualified household using a model that will guarantee long term affordability.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that one (1) household at or below 80% of the Area Median Income will be served with this program.
	Location Description	It is standard practice not to limit the location of a project to a specific area. Maintaining a citywide project scope allows staff to identify the best value opportunities and ensure responsible stewardship of federal grant funds.
	Planned Activities	The Acquisition, Rehabilitation, and Homeownership Disposition Program is designed to acquire single-family homes, rehabilitate them in accordance with established standards, and facilitate their sale to income-eligible homebuyers through the City's Down Payment Assistance Program. To promote long-term housing affordability, additional measures such as deed restrictions or community land trusts may also be implemented.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Community Development Block Grant (CDBG) activities, including investments in public facilities and infrastructure, may be implemented within designated neighborhoods that meet the area benefit criteria. To qualify, at least 51% of the residents served by the project must be low- and moderate-income, or the activity must clearly demonstrate that its use and intended outcomes directly benefit low-income individuals. Low-income designations are determined using data from the U.S. Department of Housing and Urban Development (HUD), specifically the 2016 – 2020 American Community Survey 5-Year Low – and Moderate-Income Summary Data provided by HUD's Office of Community Planning and Development. These designated areas are also eligible for other CDBG-funded activities, such as building rehabilitation and the acquisition of privately owned properties or land, provided the work aligns with HUD's National Objectives. When area benefit criteria do not apply, projects may qualify under the low- and moderate-income limited clientele designation, ensuring that services are directed to eligible individuals regardless of geographic location.

Geographic Distribution

Target Area	Percentage of Funds
City Wide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City has not designated specific local target areas for community development activities because low- and moderate-income residents are dispersed throughout the community. Furthermore, many neighborhoods traditionally associated with community development have experienced significant demographic and housing changes, largely driven by private redevelopment and the growth of student-oriented housing.

In light of these changes and the widespread distribution of income-eligible households, the City has adopted an approach that bases program assistance solely on individual household income and demonstrated need rather than geographic location

Discussion

In accordance with 24 CFR 570.309, Community Development Block Grant (CDBG) funds may be utilized for activities outside the grantee's jurisdiction when those activities align with the objectives of the Act and provide measurable benefits to the grantee's residents. The City of College Station supports public service agencies located in the City of Bryan that deliver essential services comparable to those provided

by agencies within College Station.

By funding cross-jurisdictional programs, the City advances its community development goals and fulfills the objectives outlined in the 2025-2029 Consolidated Plan. These initiatives enhance access to health and human services, improve community safety, reduce crime and healthcare costs, and help alleviate the overall tax burden.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of College Station will allocate funding to support the following affordable housing initiatives during the Program Year:

- Acquisition and rehabilitation of 1 rental housing unit
- Rehabilitation of 5 owner-occupied housing units
- Down payment assistance for 6 households toward the purchase of a home in College Station
- Tenant-Based Rental Assistance (TBRA) security deposit support for 36 households
- Homebuyer – Acquisition/Rehabilitation 1 unit will be acquired, rehabilitated and sold to an income eligible household.

A significant number of households receiving TBRA security deposit assistance are either formerly homeless or meet the criteria for special needs populations; however, the assisted units are not exclusively reserved for these groups. One exception is The Haven Apartments, a 24-unit Low-Income Housing Tax Credit (LIHTC) property in College Station, where all tenants must be formerly homeless. Eligible tenants at The Haven may also receive TBRA security deposit assistance.

Additionally, the City maintains contracts with local nonprofit organizations to deliver emergency rental assistance programs designed to prevent homelessness and promote housing stability.

One Year Goals for the Number of Households to be Supported	
Homeless	5
Non-Homeless	39
Special-Needs	5
Total	49

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	345
The Production of New Units	0
Rehab of Existing Units	7
Acquisition of Existing Units	2
Total	354

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

If a unit is both acquired and rehabilitated, it will be reported a single time under “Acquisition of Existing Units.” Activities classified as “Rehabilitation of Existing Units” include the rehabilitation (such as minor home repairs) or reconstruction of owner-occupied or renter-occupied properties through the Rental Rehabilitation Program, provided the properties were not acquired using program funds.

Homeownership Value Limits

Pursuant to Section 92.254(a)(2)(iii) of the HOME Final Rule (July 24,2013), HOME Participating Jurisdictions must apply homeownership value limits to properties assisted with HOME funds. While HUD provides default limits, jurisdictions may instead calculate 95 percent of the median purchase price for single-family homes within their boundaries, in accordance with HUD-established procedures.

The City has conducted a market analysis based on residential sales from January 1, 2026, to March 31, 2026, encompassing 250 total transactions. The data, segmented by existing versus new construction and by housing type (single-family and patio/townhome/condo units), supports the following proposed homeownership value limits:

Existing	**New**
$309,225	$342,000

These limits will be reviewed and updated annually as part of the City’s Action Plan process, consistent with 24 CFR 92.254.

AP-60 Public Housing – 91.220(h)

Introduction

Although the City of College Station does not operate public housing units, the regional Housing Choice Voucher Program is administered by the Brazos Valley Council of Governments. Approximately 29% of program participants successfully secure housing within the City.

Actions planned during the next year to address the needs to public housing

The City will maintain close coordination with the Brazos Valley Council of Governments (BVCOG) to expand access to affordable housing in College Station. As part of this ongoing partnership, City staff will participate in housing fairs and outreach events organized by BVCOG, while also supporting Housing Choice Voucher recipients relocating to College Station through security deposit assistance provided under the City's Tenant-Based Rental Assistance (TBRA) program.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Graduates of the Brazos Valley Council of Governments (BVCOG) Family Self-Sufficiency (FSS) program, administered through the Housing Choice Voucher Program, may combine the City's down payment assistance with additional resources, including personal savings accumulated through participation in the FSS Program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of College Station is committed to supporting initiatives that assist homeless individuals and families through the use of CDBG and HOME funding. The City collaborates regularly with nonprofit organizations focused on homelessness prevention and assistance. CDBG funds will be allocated to social service programs that provide essential resources to households that are formerly homeless, at risk of homelessness, or part of a special needs population. City staff will work closely with local partners to assess the needs of these groups and ensure access to safe housing and supportive services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of College Station is dedicated to reducing and ultimately ending homelessness through a comprehensive approach that combines direct services, strategic partnerships, and data-driven decision-making.

Over the coming year, the City will continue its collaboration with the Brazos Valley Coalition for the Homelessness, the regional Continuum of Care, which conducts annual surveys to assess the needs of individuals and families experiencing homelessness. By participating in quarterly coalition meetings and the annual Point-In-Time count, the City will refine its strategies using real-time data to ensure effective resource allocation.

The City will also strengthen its partnership with Twin City Mission, a nonprofit organization that provides emergency shelter, transitional housing, and supportive services. Through coordinated efforts, the City aims to expand access to stable housing and essential programs for those in need.

Additionally, the City will work closely with the L.E.A.D. Program, which engages vulnerable populations by offering housing assistance, case management, and stability-focused support services. This initiative plays a critical role in preventing homelessness and promoting long-term independence among residents.

To support these objectives, the City will utilize Community Development Block Grant (CDBG) funding to assist social service programs that deliver vital resources to individuals at risk of homelessness, former homeless individuals, and special needs populations. City staff will maintain active engagement with local partners to assess needs and enhance service delivery.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue to maintain a strong partnership with Twin City Mission, the community's primary provider of homeless services, to assist individuals and families in need. In addition, City staff will actively promote United Way's 2-1-1 Information and Referral line to ensure residents have access to critical resources, including those related to homelessness and special needs assistance.

To advance these efforts, City staff will engage with local service providers through the Brazos Valley Coalition for the Homeless by participating in regular meetings and contributing to the annual Point-In-Time count. These activities help assess the scope of homelessness and identify needs for special assistance, enabling more informed and effective service delivery.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will allocate HOME funds to support the Tenant-Based Rental Assistance (TBRA) security deposit program, a vital resource for preventing homelessness. This initiative will be implemented in partnership with the Brazos Valley Council of Governments (BVCOG) Housing Choice Voucher Program and United Way of the Brazos Valley. Many recipients of this assistance are members of special needs populations.

In addition, the City will provide funding for social service programs that deliver essential resources to households that were formerly homeless, at risk of homelessness, or part of a special needs population. These programs will emphasize case management and direct assistance to promote housing stability and long-term self-sufficiency.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

A comprehensive network of services is in place to support individuals at the greatest risk of homelessness, particularly those transitioning from institutional settings. The City will allocate funding to agencies that provide these critical services through public service programs, which are limited to 15% of the annual CDBG allocation.

The Brazos Valley Council of Governments' Housing Choice Voucher Program offers households the opportunity to secure permanent, affordable housing. To further promote housing stability, the City administers the Tenant-Based Rental Assistance (TBRA) Program, which provides one-time security deposit assistance to eligible households. Through this program, the City anticipates serving approximately 35 households, helping to remove financial barriers and facilitate access to safe, stable housing.

Discussion

The City of College Station is committed to reducing homelessness through strategic partnerships, targeted funding, and direct services. Over the next year, the City will collaborate with the Brazos Valley Coalition for the Homeless, Twin City Mission, and the L.E.A.D. Program to assess community needs, expand housing options, and provide supportive services.

Community Development Block Grant (CDBG) funds will be allocated to social service programs that assist individuals at risk of homelessness, while HOME funds will support security deposits through the Tenant-Based Rental Assistance (TBRA) program. Additionally, the City will work closely with local service providers and participate in coordinated efforts such as the annual Point-In-Time count to refine strategies and ensure effective resource allocation.

Through these initiatives, the City aims to enhance housing stability, prevent homelessness, and empower vulnerable populations to achieve long-term independence.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

College Station faces several significant challenges to affordable housing, including high land costs, limited land availability, and ongoing pressure from student housing demand. While builder participation remains steady, escalating development costs continue to make affordable housing production difficult.

The City's most critical housing needs include affordable senior housing, entry-level homes, and accessible rental options. In response, the City developed the Housing Action Plan – a strategic initiative focused on preserving existing affordable units and expanding the range of housing types. This plan was formally adopted as an amendment to the City's Comprehensive Plan in September 2024.

To ensure effective implementation, the City Council established a Housing Plan Advisory Committee in spring 2025. This committee is responsible for advancing the plan's goals and fostering collaboration among stakeholders.

Additionally, the City updated its Analysis of Impediments to Fair Housing Choice to align with priorities outlined in the 2025-2029 Consolidated Plan, ensuring that efforts remain data-driven and focused on addressing identified barriers.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In the coming year, the City of College Station will implement proactive strategies to address public policy barriers that impact affordable housing. Recognizing the complexity of factors such as land use regulations, zoning ordinances, fees, and development constraints, the City is committed to creating a more accessible housing environment through the following actions:

- Providing down payment assistance using HOME Investment Partnership Program (HOME) and Community Development Block Grant (CDBG) funds to help income-eligible homebuyers access homeownership opportunities within the city.
- Engaging with developers and the public to ensure land use controls, zoning ordinances, and related regulations remain reasonable, data-driven, and supportive of diverse housing development.
- Promoting housing programs to local financial institutions, real estate professionals, developers, and nonprofit partners to increase awareness and encourage collaboration on affordable housing initiatives.

- Advancing strategies in the City's Comprehensive Plan that promote the development of affordable housing types and expand housing options across income levels.
- Implementing the Housing Action Plan, adopted as an amendment to the Comprehensive plan in September 2024, which provides a roadmap of goals and actions to increase the availability, diversity, and preservation of affordable units. To support implementation, the City Council established a Housing Plan Advisory Committee in spring 2025 to monitor progress and foster stakeholder collaboration.

Collectively, these actions demonstrate the City's ongoing commitment to reducing regulatory barriers, aligning local policies with community needs, and supporting the development of safe, affordable housing options for all residents.

Discussion:

Jurisdictional public policies significantly influence the cost of developing, maintaining, and improving affordable housing. Factors such as ad valorem property taxes, development and impact fees, building codes, zoning regulations, and land use ordinances all contribute to the overall expense of housing production.

The City of College Station recognizes the impact these policies have on housing affordability and has taken proactive measures to ensure associated costs remain reasonable. Through continuous evaluation of regulatory practices and coordinated efforts across departments, the City is committed to supporting the development and preservation of safe, decent, affordable, and sustainable housing for all residents.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of College Station will prioritize initiatives that expand access to affordable housing, reduce poverty among low-income families, and strengthen coordination between local government and nonprofit service providers. These efforts aim to create a more integrated and effective support system that addresses housing instability, promotes economic self-sufficiency, and enhances residents' quality of life.

Through targeted investments in affordable housing development and rehabilitation, the City seeks to reduce cost burdens for vulnerable households. At the same time, by fostering collaborative service models, resource sharing, and streamlined referral systems, the City will improve delivery of wraparound services – including workforce development, financial literacy, and case management – to empower families on their path toward economic independence.

This approach aligns with the City's broader strategic goals and underscores its commitment to equitable community development and sustainable growth.

Actions planned to address obstacles to meeting underserved needs

The City of College Station is committed to addressing barriers that limit support for underserved populations through a collaborative, multifaceted approach. In the upcoming year, the City will actively pursue funding opportunities and assist both for-profit and nonprofit partners in developing grant applications for programs focused on affordable housing, homelessness services, and support for individuals with special needs.

A recent survey of local service providers identified individuals with mental health challenges, people experiencing homelessness, and low-income households as among the most underserved populations in the community. In response, the City will continue engaging partners and allocating resources to improve service delivery and access for these groups.

To address the ongoing challenge of public awareness, the City will promote available services through its media channels and continue endorsing the 2-1-1 information and Referral Service, which connects residents to vital local resources. Efforts will focus on increasing visibility of assistance programs and enhancing public understanding of available support.

The City also fosters internal collaboration among key departments – including Community Development, Code Enforcement, Neighborhood Services, Planning and Development, and Parks and Recreation – to identify needs and implement strategies that improve outcomes for underserved households. Through these coordinated actions, the City aims to build a more equitable and responsive support system for all residents.

Actions planned to foster and maintain affordable housing

The City of College Station is committed to supporting and expanding affordable housing through a comprehensive strategy that integrates direct assistance, program outreach, and strong community partnerships. In the upcoming year, the City will continue investing in key housing initiatives, including minor home repair, owner-occupied reconstruction, and down payment assistance, to help low-income residents achieve and maintain homeownership.

To promote housing stability for vulnerable households, the City will also continue offering security deposits through the Tenant-Based Rental Assistance (TBRA) program. This support plays a critical role in helping individuals and families experiencing homelessness, or at risk of homelessness, secure safe and stable housing.

The City collaborates closely with local nonprofit and community housing development organizations-including Bryan-College Station Habitat for Humanity, Elder-Aid of Bryan-College Station, and Brazos Valley Community Action Programs – to enhance the availability of affordable housing and ensure programs remain responsive to community needs.

These efforts are guided by the City's Housing Action Plan, adopted as an amendment to the Comprehensive Plan in 2024. The plan outlines targeted goals and strategies to preserve existing affordable units, broaden the range of housing options, and expand access to affordable homes citywide. To support implementation, the City Council established an advisory committee tasked with monitoring progress and ensuring alignment with long-term community housing priorities.

Together, these initiatives reflect a coordinated and proactive approach to sustaining housing affordability and meeting the diverse needs of College Station residents.

Actions planned to reduce lead-based paint hazards

Remediation activities will be carried out in accordance with the Lead Safe Housing Rule outlined in 24 CFR Part 35, as applicable to each specific housing activity. When required, lead-based paint inspections, risk assessments, and hazard mitigation measures will be performed. Demolition efforts will focus on primarily on the City's oldest housing stock, where lead-based paint hazards are most likely to be present.

Each housing program guideline includes provisions to identify and address lead-based paint hazards and ensure safe work practices. Community Development staff provide ongoing guidance to program participants and contractors regarding lead-safe procedures. Additionally, households receiving down payment assistance through HOME funds may qualify for support when purchasing a home in College Station constructed in 1978 or later.

Actions planned to reduce the number of poverty-level families

Through its CDBG Public Service Agency Funding Review Committee process, the City of College Station allocates the maximum allowable amount for public service activities as part of its annual CDBG grant distribution. During the most recent cycle, the committee received and evaluated 6 applications from local health and human service providers seeking CDBG funding to deliver direct services benefiting low- and moderate-income residents of College Station and Bryan. Several public meetings and hearings were held between March and May, resulting in funding recommendations for all eligible public service programs.

The City actively participates in the Brazos Valley Coalition for the Homeless and the Brazos Valley Health Coalition. City staff also collaborate with and support numerous local organizations involved in advancing the community's anti-poverty strategies, including United Way of the Brazos Valley, Twin City Mission, Brazos Valley Community Action Programs, the Brazos Valley Council of Governments, and The REACH Project.

Investments made through the City's housing programs – such as minor home repairs, rehabilitation, and reconstruction – help improve housing conditions for both homeowners and renters. These initiatives expand access to affordable housing and reduce financial burdens on lower-income households by lowering overall housing-related costs. For example, energy-efficiency upgrades in older homes help reduce utility expenses. Additionally, the Community Development Division provides referrals, financial management assistance, and homebuyer education to residents throughout the community.

Actions planned to develop institutional structure

The City of College Station, through its Community Development Division, coordinates and administers strategies related to affordable housing, supportive housing, homelessness, and non-housing community development initiatives. The division serves as a liaison among community organizations, public institutions, nonprofit agencies, and private sector partners to facilitate information sharing, identify resources, and strengthen collaborations whenever possible.

Multiple formal organizations and committees support these coordination efforts, including United Way of the Brazos Valley, the Brazos Valley Council of Governments, Texas A&M University, Blinn College, the Brazos Valley Small Business Development Center, the Brazos Valley Affordable Housing Corporation, the Brazos Valley Coalition for the Homeless, the Texas A&M AgriLife Extension Service, and others. City staff will continue to actively participate in these groups as members, partners, or collaborators on targeted projects.

The City also works with additional entities that contribute – directly or indirectly – to achieving the goals outlined in the Consolidated Plan. Organizations engaged in these efforts but not receiving CDBG or HOME funding will continue to be supported and encouraged where appropriate. City staff will also maintain coordination with local health and social service providers to advance the objectives or the Consolidated Plan and strengthen the community's overall service delivery system.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of College Station will continue coordinating planning efforts with housing providers and social service agencies by actively participating in the Brazos Valley Coalition for the Homeless, various nonprofit boards, and other community coalitions and organizations. City staff will engage regularly with stakeholders to address housing challenges and strengthen collaboration between public and private entities, helping to prevent duplication of services. Additionally, the department will participate in local community fairs and consistently provide information and resources to individuals seeking housing support, including those experiencing homelessness, those at risk of homelessness, and individuals with special needs.

City staff will also explore opportunities for direct partnerships with other agencies to help address service gaps. This includes maintaining and expanding existing agreements with local affordable housing partners to assist eligible tenant households with security deposits.

Discussion:

The goals and objectives for Program Year 2026 will be achieved through strong collaboration with community partners, ensuring residents have access to the services and resources they need. A well-coordinated institutional delivery system is essential for expanding affordable housing opportunities, delivering supportive services, and equipping individuals with the knowledge to navigate available programs. City staff will continue to engage in public processes and seek stakeholder feedback to assess the effectiveness, responsiveness, and impact of these initiatives in meeting community needs.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   For development, other forms of investment include private funding from developers and lenders and City General Funds.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The recapture provision established by the City of College Station stipulates that the entire HOME Investment, also referred to as the direct HOME subsidy, is subject to recapture. Additionally, if the home is sold at a price higher than the original purchase amount, the City shares in the net proceeds based on the percentage of the direct HOME subsidy relative to the original sales price.

   The loan is structured as shared appreciation gap financing, covering up to 30% of the sales price for down payment and closing cost assistance. This loan is interest-free, deferred, and secured by a Note and Deed of Trust. Recapture of funds is required if the property is resold, no longer maintained as a homestead, or ownership is transferred. Returned funds include the original loan amount plus a percentage of the appreciation gained.

   Repayment to the City is enforced solely from the net proceeds of the property sale or upon default, provided that a certified appraisal indicates the market value is equal to or less than the original sales price. In such cases, the City may not recover the full amount of the direct HOME subsidy provided to the homebuyer.

   Share Appreciation Example:

   A client borrowed $47,900 to purchase a $160,000 home (29.94% of the sales price) and sold the home three years later for $189,500, 29.94% of the appreciation accrued would be due back to the City along with the original $47,900 borrowed. In this case, $7,701 in appreciation was realized, so 29.94% and the original loan amount would be due back ($2,305 + $47,900 = $50,205).

   Recaptured funds will be reinvested into HOME-eligible activities.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The HOME regulations outlined in 24 CFR 92.254(a)(4) establish the required affordability period for all HOME-assisted homebuyer housing. Under the recapture option, this period is determined based on the amount of direct HOME subsidy provided to the homebuyer to facilitate the purchase of the unit. The minimum affordability periods are as follows:

If the total direct subsidy in the unit is:	**The period of affordability is:**
Under $15,000	5 years
Between $15,000 and $40,000	10 years
Over $40,000	15 years

   The City has adopted a policy under the recapture provisions stating that the affordability period for the direct subsidy is indefinite, meaning the affordability requirement remains in effect for the duration of the agreement.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City does not plan to use HOME funds to refinance existing debt secured by multifamily housing undergoing rehabilitation with HOME assistance. Additionally, these funds will not be used to refinance multifamily loans originated or insured under any federal programs.

   The City has established policies and procedures to effectively manage the CDBG and HOME grant programs. Internal review and monitoring of subrecipients are essential to ensuring that the goals and objectives outlined in this plan are successfully achieved.

   Eligible applicants for the HOME program are households earning at or below 80% of the Area Median Income (AMI), based on household size, with specific restrictions depending on the HOME-funded project. For example, rental activities require that at the time of initial occupancy, a tenant household's income does not exceed 60% of AMI.

   The City accepts housing program applications – including down payment assistance and homeowner rehabilitation – on a rolling basis throughout the year, provided applicants meet all eligibility requirements. If program funds are fully allocated within a given program year, the City maintains a waitlist of eligible applicants until additional funding becomes available. All housing program applications and requirements are accessible at the City's physical office location (1101 Texas Ave., College Station) and online at www.cstx.gov.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   n/a

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   n/a

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   n/a

The City of College Station leverages private funding, lender contributions, and City General Funds to support housing development beyond the activities outlined in 24 CFR 92.205. HOME funds used for homebuyer assistance are subject to recapture requirements, ensuring long-term affordability through shared appreciation provisions and affordability periods determined by the amount of direct subsidy provided. Any funds recaptured are reinvested into HOME-eligible activities.

Appendix

2026-2027 Annual Action Plan

This appendix includes data collected through outreach efforts conducted by City staff to support the development of the 2026-2027 Annual Action Plan. All public comments from the surveys and other outreach efforts are presented exactly as submitted, without any grammatical edits. This information plays an important role in guiding staff decisions related to programs, goals, and budget allocations.

Outreach Efforts

2026-2027 Annual Action Plan Development

Date	Type of Outreach	Publisher	Intent/Purpose
2/1/2026 – 3/1/2026	Nonprofit Clients Needs and Service Gap Survey	City of College Station	The Nonprofit Clients Needs and Service Gap Survey is used to identify the needs, barriers, and service gaps impacting low-to moderate- income residents.
2/27/2026	Public Notice	La Voz Hispana	A public notice was published in *La Voz Hispana*, the local Spanish-language online newspaper, inviting the community to attend the March 17 Public Hearing. This outreach ensured that all interested parties were informed of the hearing and had the opportunity to participate.
3/1/2026-3/17/2026	TV Announcement Channel 19	City of College Station	An advertisement was broadcast on the City's TV channel to invite the public to participate in the March 17th Public Hearing.
3/2/2026-4/15/2026	General Public Survey	City of College Station	Public survey designed to identify the needs, barriers, and service gaps experienced by low-to moderate-income residents.
3/3/2026	Public Notice	The Eagle	A public notice was published in The Eagle, the local newspaper, inviting the community to attend the March 17th Public Hearing and ensuring all interested parties were informed and able to participate.
3/12/2026	United Way Community Digest	United Way of the Brazos Valley	Invite stakeholders to complete General Public Survey addressing the needs,

			barriers, and service gaps for LMI residents.
3/17/2026	Public Hearing	N/A	A Public Hearing was conducted to gather input for the development of the 2026-2027 Annual Action Plan.
3/27/2026	Radio Interview	WTAW	A radio interview was conducted at a local news talk station to inform the community that public input was being sought for the development of the Annual Action Plan.
4/6/2026	Neighborhood News	City of College Station.	Invite stakeholders to complete General Public Survey addressing the needs, barriers, and service gaps for LMI residents.
5/26/2026	Public Notice	The Eagle	A public notice was published in The Eagle, the local newspaper, inviting the community to attend the June 11th Public Hearing and ensure that all interested parties were informed and able to participate.
	Public Notice	La Voz Hispana	A public notice was published in *La Voz Hispana*, the local Spanish-language online newspaper, inviting the community to attend the June 11th Public Hearing. This outreach ensured that all interested parties were informed of the hearing and had the opportunity to participate.
5/26/2026	Public Notice	City of College Station	A public notice was posted on the City of College Station website. The public notice included the draft budget and an invitation to attend the June 11th Public Hearing.
6/11/2026	Public Hearing	City of College Station	A public hearing was held in conjunction with the regular City Council meeting. The intent of the public hearing was to present the draft Action Plan and budget to Council and the general public.
6/11/2026-7/13/2026	30 Day Comment Period	City of College Station	The draft Action Plan was released for the 30-day Public Comment Period.

The Eagle

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LEGALS AND PUBLIC NOTICE: BryanCollege.Legals@lee.net **Call:** 979-731-4646

OBITUARIES: obits@theeagle.com **Call:** 979-731-4730

CLASSIFIEDS: BCSClassifieds@lee.net **Call:** 979-776-7355

SHOP LOCAL / BUSINESS DIRECTORY: https://theeagle.com/places/

Public Notice

The City of College Station Community Development Division will conduct a public hearing on Tuesday, March 17, 2026, 6 p.m., in the Council Chambers at City Hall (1101 Texas Ave, College Station, 77840).

The public hearing will include of a presentation regarding the allowed use of Community Development Block Grant (CDBG) and the HOME Investment Partnership Grant (HOME) funds received annually from the U.S. Department of Housing and Urban Development and information on the Fair Housing Plan and compliance with the National Fair Housing Alliance.

Citizens are encouraged to attend this public hearing and provide input for the City's use of the 2026-2027 CDBG and HOME grant funds. Funds must be used to meet one of three National Objectives:

1. Benefit low-to moderate-income individuals
2. Eliminate slum or blight
3. Meet an urgent community need

AGENDA

I. Call to Order

II. Presentation, discussion, and possible action regarding the federal requirements and eligible use of the Community Development Block Grant & HOME Investment Partnership Program Grant

III. Presentation, discussion, and possible action regarding the local Fair Housing Plan and compliance with the National Fair Housing Alliance

IV. Hear Visitors/Citizen Input

V. Adjourn

For more information, please contact the City of College Station Community Development office at 979-764-3488 or rwhitwell@cstx.gov .

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. El servicio de intérprete en Español deben hacerse 48 horas antes de junta. Por favor, llame a la oficina de Community Development (Desarrollo de Comunidad) al 979-764-3778.

March 3, 2026

COL11083

The Eagle

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

The Eagle
1729 Briarcrest Dr
(979) 776-4444

I, Yuade Moore, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Eagle, a newspaper published in Bryan, Brazos County, Texas, and generally circulated in Brazos, Burleson, Grimes, Lee, Leon, Madison, Milam and Robertson Counties, the paper complies with Subchapter C, Chapter 2051 of the Texas Government Code and that the notice, a copy of which is hereto attached, was published in said newspaper on the following named dates:

March. 3 2026

The First Insertion being given Mar. 3, 2026

PUBLICATION FEE: $142.83

Yuade Moore
Agent

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

VERIFICATION

State of New Jersey
County of Camden

Signed or attested before me on this: 03/04/2026

Notary Public
Notarized remotely online using communication technology via Proof.

Public Notice

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March 3, 2026

COL11083

Aviso Público

El Comité Consultivo de Desarrollo Comunitario (CDAC) de la ciudad de Bryan realizará presentaciones y dos audiencias públicas el **jueves 19 de marzo del 2026 a las 6:00 p.m. en la Sala del Consejo del Edificio de Oficinas Municipales de Bryan, 300 S. Texas, Bryan, TX, 77803**. Se llevará a cabo una audiencia pública sobre los programas de Subvención para el Desarrollo Comunitario (CDBG) y la Subvención de Alianzas de Inversión (HOME), que la ciudad recibe del Departamento de Vivienda y Desarrollo Urbano de EE. UU. (HUD), y el desarrollo del Plan de Acción Anual (AAP) 2026. Se llevará a cabo una segunda audiencia pública sobre el Plan de Vivienda Justa/Plan de Mercadotecnia Afirmativa de la ciudad. Se documentarán los comentarios públicos de ambas audiencias públicas. La agenda oficial de esta reunión estará disponible el 13 de marzo de 2026 y se puede ver en https://go.boarddocs.com/tx/cobtx/Board.nsf/Public

La Ciudad aún no ha sido notificada por HUD de las asignaciones de subvenciones para el año del Programa 2026, pero prevé recibir aproximadamente $919,611 dólares de CDBG y $347,844,46 dólares en fondos HOME. No menos del 70% de los fondos CDBG deben utilizarse para beneficiar a personas de ingresos bajos o moderados (LMI). En las audiencias, se pide que los ciudadanos aporten sus opiniones sobre las necesidades locales y los usos propuestos de los fondos de subvenciones CDBG y HOME. Los ciudadanos pueden comentar a través de la Encuesta de Evaluación de Necesidades 2026 hasta el 8 de abril de 2026: https://survey.zohopublic.com/zs/zpCZ2E

Los fondos CDBG/HOME deben utilizarse para cumplir al menos uno de los tres objetivos nacionales de HUD: Beneficiar a las personas LMI; eliminar barrios marginales o ruinas; o Satisfacer una necesidad urgente de la comunidad. El rendimiento del programa se evalúa en función de los tres objetivos legales básicos del HUD: Vivienda Digna; Un entorno de vida adecuado; y Oportunidades Económicas Ampliadas.

Las directrices de solicitud y propuestas para servicios públicos y/o financiación de instalaciones públicas se pueden ver en: https://www.bryantx.gov/community-development/public-services-facilities-funding/

En la reunión pública del CDAC de abril de 2026 (que se anunciará), CDAC deliberará la financiación de los programas CDBG y HOME. Una reunión pública final del CDAC en junio de 2026 (que se anunciará) sobre AAP 2026 iniciará un periodo de comentarios públicos de 30 días. El CDAC revisará el plan de la AAP, llevará a cabo audiencias públicas y hará recomendaciones al Consejo Municipal. Las recomendaciones de financiación del CDAC y la remisión del AAP 2026 serán luego enviadas al Consejo Municipal de Bryan para su acción en la reunión del Consejo Municipal de julio de 2026 que se anunciará. Condicionados a la aprobación del Consejo Municipal y HUD para el AAP 2026, los fondos del Año del Programa 2026 estarán disponibles para su uso a partir del 1 de octubre de 2026.

Información adicional
PARA INFORMACIÓN SOBRE INTERPRETACIÓN EN LENGUA DE SIGNOS, TDD U OTRA INFORMACIÓN SOBRE TRADUCCIÓN O ACCESIBILIDAD, POR FAVOR CONTACTE LA OFICINA DE LA SECRETARIA DE LA CIUDAD DE BRYAN AL 979-209-5002 POR LO MENOS 48 HORAS ANTES DE LA HORA PROGRAMADA DE LA REUNIÓN PARA QUE SU SOLICITUD PUEDA SER ATENDIDA

Aviso Público

El Departamento de Desarrollo Comunitario de la Ciudad de College Station llevará acabo una audiencia pública el martes 17 de marzo 2026 a las 6 p.m., en la sala Bush 4141 del ayuntamiento ubicado en el Edificio Municipal de College Station (1101 Texas Ave, College Station, 77840).

La audiencia pública incluirá una presentación sobre el uso permitido para la Subvención para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) y la Subvención de Asociaciones de Inversión (HOME, por sus siglas en inglés), que la ciudad recibe anualmente del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos HUD, por sus siglas en ingles), e información sobre el Plan de Vivienda Justa y respect al cumplimiento de la Alianza Nacional de Vivienda Justa.

Se les pide a los ciudadanos que asistan a esta audiencia pública y den sus opiniones sobre el uso que la ciudad dará a los fondos de las subvenciones CDBG y HOME para el período 2026-2027.

Los fondos deben utilizarse para cumplir uno de los tres objetivos nacionales:

1. Beneficiar a personas de ingresos bajos a medianos.

2. Eliminar los barrios marginales o las zonas deterioradas.

3. Satisfacer una necesidad urgente de la comunidad.

AGENDA
I. Llamada al orden
II. Presentación, discusión y posible decisión sobre los requisitos federales y el uso elegible de la Subvención en Bloque para el Desarrollo Comunitario (CDBG) y la Subvención del Programa de Asociaciones de Inversión (HOME)
III. Presentación, discusión y posible decisión sobre el Plan Local de Vivienda Justa respecto a el cumplimiento de los requisitos de la Alianza Nacional para la Vivienda Justa
IV. Escuchar de los visitantes y ciudadanos
V. Clausura de la sesión

Para obtener más información, comuníquese con la oficina de Desarrollo Comunitario de la ciudad de College Station al 979-764-3488 o por correo electrónico a rwhitwell@cstx.gov .

Este edificio es accesible para personas en silla de ruedas. Se les pide a las personas con discapacidades que planean asistir a esta reunión y que necesiten adaptaciones, ayudas técnicas o servicios como intérpretes, lectores o material impreso en letra grande que se pongan en contacto con la Oficina de la Secretaria Municipal al(979) 764-3541, TDD at 1-800-735-2989, o por correo electrónico adaassistance@cstx.gov al menos dos días hábiles antes de la reunión para que se puedan realizar los preparativos adecuados. Si la ciudad no recibe la notificación con al menos dos días hábiles de antemano, se hará un esfuerzo razonable de lo possible para proporcionar las adaptaciones necesarias. El servicio de intérprete en Español debe hacerse 48 horas antes de la junta. Por favor, llame a la oficina de Desarrollo de Comunidad (Community Development) al 979-764-3778.

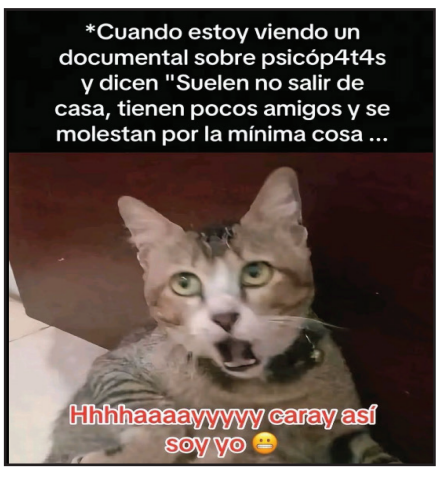
Chistes













Sociales



Carlos y Alejandra celebraron su enlace matrimonial el sábado 21 de Febrero, 2026 ¡Muchas Felicidades!



The Eagle

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LEGAL NOTICES

Public Notice
City of College Station community services Department

Proposed 2026 Annual Action Plan and Budget, Notice of 30-Day Comment Period,
and
Notice of Public Hearing

The City of College Station is an entitlement community with the U. S. Department of Housing and Urban Development (HUD). As an entitlement community, the City annually receives Community Development Block Grant and HOME Investment Partnership Grant funds. As required, the City of College Station Community Services Department has prepared a proposed Program Year 2026 Annual Action Plan (PY26 AAP), and FY 2027 Community Development Budget (FY27 Budget).

The Plan was developed through a community participation process and includes a Community Needs Assessment, Housing Market Analysis, and 1-Year Strategic Plan. The PY26 Annual Action Plan (PY2026 AAP) ensures compliance with the goals and objectives of the proposed Plan, identifies programs and projects that will be implemented, and outlines the budget for the period of October 1, 2026 – September 30, 2027. City Council approved plans are due to HUD by August 16, 2026.

The City of College Station has developed goals to address locally identified needs in the following areas:

- Rental Housing
- Owner Housing
- Homeownership
- Homelessness
- Special Needs
- Public Services
- Public Facilities

Community Development Block Grant (CDBG)
B-26-MC-48-0007
The FY 2027 CDBG allocation for the City of College Station is $1,236,870. The three National Objectives for the use of CDBG Grant funds are: 1) Benefit Low/Moderate Income Persons; 2) Prevent or Eliminate Slum and Blight; 3) Meet an Urgent Community Need.

Proposed CDBG Projects

1) Owner Housing- Rehabilitation/Reconstruction: $113,601.33
2) Public Facilities: $721,676.65
3) Public Services- $211,180.50
   - Twin City Mission: $50,000
   - Big Brothers Big Sisters: $35,000
   - United Way of the Brazos Valley: $25,000
   - Unlimited Potential: $25,000
   - The Salvation Army: $25,000
   - Catholic Charities of Central Texas: $20,100
   - COCS PD Victim Services: $30,000
4) Section 108 Loan Financing Activities -$114,037.52
5) Program Administration and Compliance: $247,374.00

HOME Investment Partnership Grant (HOME)
M-26-MC-48-0219
The purpose of the HOME program is to increase the availability of affordable housing. Grant funds are used with the following goals in mind: 1) Expand the supply of decent, safe and sanitary housing; 2) Improve the community's ability to design and implement strategies to achieve an adequate supply of decent, affordable housing; 3) Encourage public-private partnerships to address affordable housing needs. The City of College Station will receive $511,237.89 in HOME funds for the FY27. It is required that all of the funds be used to primarily benefit the low- and moderate-income populations.

PROPOSED HOME PROJECTS

1) Rental Housing Rehabilitation - $238,586.42
2) Homeownership – Down Payment Assistance - $221,527.68
3) Administration - $51,123.79
4) TBRA – Security Deposit - $14,400.00
5) Homeowner Acquisition – Rehabilitation - $50,000.00

Notice of Public Hearing and Public Comment Period

A Public Hearing was held on March 17, 2026, to obtain citizen input concerning goals and objectives, community needs, and fair housing needs for developing the 2026 Annual Action Plan. The City of College Station CDBG Public Service Agency Funding Review Committee, which reviewed applications for public service agency funding, held public meetings between March and May 2026.

A Public Hearing will be held in conjunction with the Council Regular Meeting, on June 11, 2026, at 6 pm in Council Chambers, 1101 Texas Avenue to present the proposed 2026 Annual Action Plan, and FY27 Budget. The City Council will consider final approval of the 2026 Annual Action Plan, on July 23, 2026.

Copies of the 2026 Annual Action Plan can be reviewed during regular office hours, which are 8 a.m. to 5 p.m. Monday through Friday, at the Planning and Development Services office (1101 Texas Ave., at the City Secretary's office (1101 Texas Avenue), or at the College Station Public Library beginning June 11, 2026. The proposed plans will also be available for review on the Community Development home page on the City's website at https://www.cstx.gov/departments___city_hall/commserv/development/publications beginning June 11, 2026.

Comments regarding the 2026 Annual Action Plan and FY27 Budget may be submitted in writing to the Planning and Development Services Department, City of College Station, P.O. Box 9960, College Station, Texas 77842. E-mail responses may be directed to rwhitwell@cstx.gov . Comments by telephone may be directed to (979) 764-3778. Comments will be accepted until 5 p.m. on July 13, 2026.

Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov .

Peticiones para servicios interpretativos espa ñ óles tienen que ser hechos 48 horas antes de la reuni ó n. Para hacer preparaciones llame a (979) 764-3778.
May 26, 2026
COL11333

LEGAL NOTICE
Application has been made with the Texas Alcoholic Beverage Commission for a

NOTICE TO BIDDERS
Sealed bids will be received by the Brazos County Purchasing Office in the Brazos County Administration Building, 200 South Texas. Ave., Ste. 352, Bryan, Texas, prior to 2:00 P.M., Tuesday, June 30, 2026 at which time bids will be publicly opened and read aloud. Bids and all subsequent addendums may be obtained by

LEGAL NOTICES

Public Notice

The City of Bryan's Community Development Advisory Committee (CDAC) will conduct two public hearings on June 11, 2026 at 6:00 p.m. at the Bryan Municipal Office, Council Chambers, 300 S. Texas, Bryan, TX 77803. Comments will be recorded. The first is on the Draft 2026 Annual Action Plan (AAP), which recommends projects and programs using Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds from the U.S. Dept. of Housing and Urban Development (HUD). The second is on the Fair Housing /Affirmative Marketing Plan. **A 30-day public review and comment period for the AAP will occur from June 12, 2026 through July 13, 2026.** The 2026 AAP will be submitted to the Bryan City Council for action at its tentatively scheduled July 14, 2026 meeting, and to HUD no later than August 16, 2026. Project funding to be available October 1, 2026.
Drafts of the 2026 AAP will be available to view online at https://www.bryantx.gov/community-development , or in person at the City of Bryan Development Center at 200 E. 29th St., Bryan, TX (office hours 8:00 a.m. - 5:00 p.m., Monday – Friday), the Clara B. Mounce Public Library, 201 E. 26th Street, Bryan, Texas 77803, or Bryan Municipal Office Building during business hours. Citizens may also comment at the hearings or by mail to the Bryan Community Development (CD) Dept., P.O. Box 1000, Bryan, TX 77805, by calling (979) 209-5175, or by emailing at communitydevelopmentweb@bryantx.gov .
It is anticipated that Bryan will receive about $879,263 of CDBG and $365,951.30 of HOME funds in PY2026. An estimated $40,000 of CDBG and $70,000 of HOME program income will be available from project loan repayments. Not less than 70% of funds will benefit low- and moderate-income (LMI) persons for CDBG and will address at least one of HUD's National Objectives: benefit low- to moderate-income individuals; eliminate slum or blight; meet an urgent community need. Program performance is evaluated against HUD's three basic Statutory Goals: decent housing; a suitable living environment; expanded economic opportunities. The 2026 AAP proposes the following projects.

CDBG Funding

Program	Recommended Allocation
Homeowner Housing Assistance Program (Rehabilitation/Minor Repair/Voluntary Demolition)	$558,161
Economic Development Assistance (Low to Moderate-Income Business/Job Creation)	$75,000
Public Service Agency	$110,250
Administration / Grant Compliance	$175,852
Total	**$919,263**

HOME Funding

Program	Recommended Allocation
Homeowner Housing Assistance Program (Rehabilitation/Reconstruction)	$272,463.47
Acquisition / Homebuyer Assistance	$72,000
Community Housing Development Organizations (CHDO)	$54,892.70
Administration / Grant Compliance	$36,595.13
Total	**$435,951.30**

FOR INFORMATION ON SIGN LANGUAGE INTERPRETATION, TDD OR OTHER TRANSLATION OR ACCESSIBILITY INFORMATION, PLEASE CONTACT THE CITY OF BRYAN CITY SECRETARY'S OFFICE AT (979) 209-5002, AT LEAST TWO BUSINESS DAYS BEFORE THE SCHEDULED TIME OF THE MEETING IN ORDER THAT YOUR REQUEST MAY BE ACCOMMODATED.

Para información en la interpretación de lenguaje por señas, TDD o otra información de traducción o accesibilidad, por favor contacte la Oficina de la Secretaria de la Ciudad de Bryan al (979) 209-5002 por lo menos dos días hábiles antes del tiempo planificado de la reunión para que su petición pueda ser acomodada.
May 26, 2026
COL11342

NOTICE OF SHERIFF'S SALE

By virtue of a certain Writ of Execution issued by the Clerk of the District Court of Brazos County, Texas, on the **1 st** day of **May, 2026** , in a certain cause numbered **25-002741-CV-CCL2** wherein **Richard H. Lowe** as Plaintiff, **Dan Edward Simpton and Stampede Conversions, INC,** as Defendant, in favor of said Plaintiff, for the sum of **$136,235.14** , after credits, together with all costs of suit and interest, that being the judgment recovered by the said Plaintiff. on the **17 th** day of **February, 2026** .

I, Wayne Dicky, Sheriff of Brazos County, Texas on the **18 th** day of **May, 2026** , at or about **12:00 P.M** ., have levied upon, and will, on the **7 th** day of **July, 2026** at **10:00 A.M** ., at the Courthouse Door of Brazos County in the City of Bryan, Texas within legal hours, proceed to sell for cash to the highest bidder. all of the right, title and interest of the Defendant, **Dan Edward Simpton** , in and to the following described property, levied upon as the property of the Petitioner, to wit:

1. All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being **Brazos Central Appraisal District Property ID 107649**
Street Address : 751 Rock Bottom Rd (PVT) Navasota, TX 77868
Legal Description, As Listed in the Judgment: Rock Bottom Ranch, Block 1, Lot 2, Acres 6.09

The above sale to be made by me to satisfy the above-described judgment for **$136,235.14** in favor of the Plaintiff, plus any publication fees, together with the costs of said suit, plus interest, and the proceeds applied to the satisfaction thereof.

WITNESS MY HAND this the **18th** day of **May, 2026** .

Wayne Dicky, Sheriff
Brazos County, Texas
by Shane Moynihan, Deputy Sheriff

May 26, June 2, 9, 2026
COL11341

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Russell Brent Hooks, Deceased, were issued on May 7, 2026, in Cause No. 20135-PC, pending in the County Court At Law No. Two (2) of Brazos County, Texas, to:
Richard Scott Hooks, Independent Administrator of the Estate.
All persons having claims against this Estate are required to present them within the time and in the manner prescribed by law.
Claims should be addressed to:
Richard Scott Hooks
Representative of the Estate of Russell Brent Hooks
c/o Nick M. Fusco
4444 Carter Creek Pkwy Ste 208
Bryan, Texas 77802
DATED the 20 of May, 2026.

Nick M. Fusco
State Bar No. 24093461
4444 Carter Creek Pkwy Ste 208, Bryan, Texas 77802
979-260-9911

ANNOUNCEMENTS

Auction Sales

ONLINE AUCTION
KENT TRUCKING Co.
Teague, Texas. May 16, 2026- June 1, 2026 Items selling include: **TRUCKS:** '99 Western Star Truck w/40,000 lb winch, 2009 Peterbilt Model 384, 2001 Freightliner FLR classic, 1997 Freightliner FLR120, 1982 Mack Dump Truck, 1996 International dump truck. **HEAVY EQUIPMENT:** 2008 JD 444J Wheel Loader, 2001 JD 310SG Extendahoe, 1979 JD Motorgrader, Raygo 304 roller. **SHOP EQUIPMENT:** Hot water pressure washer trailer system, Air compressor, Mobile engine hoist, Clevis shackles, Snap-On digital oscilloscope, Robinair refrigerant recovery system, Chains, & much more! To view the catalog, register, or begin bidding go to www.ronniegarner.com Garner & Associates, Auctioneers. Waco, Texas. General Manager Krista Henkelman (254) 315-8630

REAL ESTATE

Apts Unfurnished

HUGE INVENTORY
Bryan-College Station, TX
1, 2, 3, 4 Bedrooms
Many price ranges
Amenities & Locations
ON-LINE REAL ESTATE
Broker, 979-268-8620

Land | Acreage

LAND FOR SALE
--1.88 Acres
Restore or Build your New Business
Great Location
Lyon Tx Burleson County Good location 13331 Hwy 36 and County Rd 404- corner lot -clean title- light and water-property taxes paid -clear title, one owner
Waiting on you
Rayfield -979-716-1630
Juanita -832-894-8068

MERCHANDISE

Antiques



Huge Collection of Antiques - Rockdale
50+ year collection of antiques/ decorative items/signs/primitive furniture/coin op. (2) one of a kind neon signs from the 1930's. Serious inquiries only. By appointment only.
512-718-8960

Miscellaneous Wanted

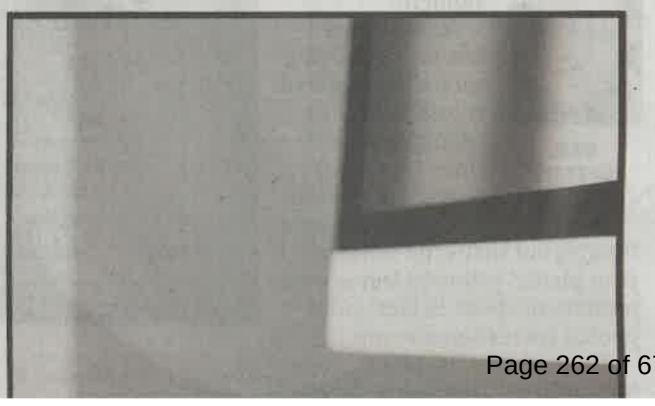
$$$$$
I Buy Old Coins
I am a local collector looking to buy old U.S. coins. I will pay cash for an individual coin or an entire set. Free appraisals, with no obligation to sell.
443-909-9786

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New Homes, Remodels, Repairs, Kitchen, Bathrooms, Roofs, Decks, Fences, Painting, Driveways, Porches.
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979-422-0957

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AVISO PÚBLICO
DEPARTAMENTO DE SERVICIOS COMUNITARIOS DE LA CIUDAD DE COLLEGE STATION

Propuesta de Plan de Acción y Presupuesto Anual 2026, Aviso de Período de Comentarios de 30 Días,
y
Aviso de Audiencia Pública

La ciudad de College Station es una comunidad de derechos del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD, por sus siglas en inglés). Como comunidad de derechos, la Ciudad anualmente recibe fondos de la Subvención en Bloque para el Desarrollo Comunitario y de la Subvención de la Asociación de Inversión HOME. Como se requiere, el Departamento de Servicios Comunitarios de la Ciudad de College Station ha preparado una propuesta de Plan de Acción Anual para el Año Programático 2026 (PY26 AAP) y un Presupuesto de Desarrollo Comunitario para el Año Fiscal 2027 (FY27Budget).

El Plan fue desarrollado a través de un proceso de participación comunitaria e incluye una Evaluación de Necesidades de la Comunidad, un Análisis del Mercado de la Vivienda y un Plan Estratégico de 1 Año. El Plan de Acción Anual PY26 (PY2026 AAP) garantiza el cumplimiento de las metas y objetivos del Plan propuesto, identifica los programas y proyectos que se implementarán y delinea el presupuesto para el período del 1 de octubre de 2026 al 30 de septiembre de 2027. Los planes aprobados por el Concejo Municipal deben presentarse a HUD antes del 16 de agosto de 2026.

Subvención en Bloque para el Desarrollo Comunitario (CDBG)
B-26-MC-48-0007

La asignación de CDBG para el año fiscal 2027 para la Ciudad de College Station es de $1,236,870. Los tres Objetivos Nacionales para el uso de los fondos de la Subvención CDBG son: 1) Beneficiar a las Personas de Ingresos Bajos/Moderados; 2) Prevenir o Eliminar los Barrios Marginales y el Deterioro; 3) Satisfacer una Necesidad Urgente de la Comunidad.

Subvención de la Asociación de Inversión de HOME (HOME)
M-26-MC-48-0219

El propósito del programa HOME es aumentar la disponibilidad de viviendas asequibles. Los fondos de las subvenciones se utilizan con los siguientes objetivos en mente: 1) Ampliar la oferta de viviendas decentes, seguras e higiénicas; 2) Mejorar la capacidad de la comunidad para diseñar e implementar estrategias para lograr una oferta adecuada de viviendas decentes y asequibles; 3) Fomentar las asociaciones público-privadas para abordar las necesidades de vivienda asequible. La Ciudad de College Station recibirá $511,237.89 en fondos HOME para el año fiscal 27. Se requiere que todos los fondos se utilicen para beneficiar principalmente a las poblaciones de ingresos bajos y moderados.

AVISO DE AUDIENCIA PÚBLICA Y PERÍODO DE COMENTARIOS PÚBLICOS

El 17 de marzo de 2026 se llevó a cabo una Audiencia Pública para obtener la opinión de los ciudadanos sobre las metas y objetivos, las necesidades de la comunidad y las necesidades de vivienda justa para desarrollar el Plan de Acción Anual 2024. El Comité de Revisión de Fondos de la Agencia de Servicio Público CDBG de la Ciudad de College Station, que revisó las solicitudes de financiamiento de la agencia de servicio público llevo a cabo reuniones públicas entre marzo y mayo de 2026.

Se llevará a cabo una Audiencia Pública junto con la Reunión Ordinaria del Concejo, el 11 de Julio 2026 a las 6 pm en las Cámaras del Concejo, 1101 Texas Avenue para presentar el Plan de Acción Anual Propuesto para 2026 y el Presupuesto para el Año Fiscal 27. El Concejo Municipal considerará la última aprobación del Plan de Acción Anual 2026, el 23 de julio de 2026.

Copias del Plan de Acción Anual 2026 se pueden revisar durante el horario de oficina regular, que es de 8 a.m. a 5 p.m. de lunes a viernes, en la oficina de Desarrollo Comunitario (1101 Texas Ave), en la oficina de la Secretaria Municipal (1101 Texas Avenue) o en la Biblioteca Pública de College Station a partir del 11 de junio, 2026. Los planes propuestos también estarán disponibles para su revisión en la página del Departamento de Servicios Comunitarios en el sitio web de la Ciudad en https://www.cstx.gov/departments___city_hall/commserv/development/publications a partir del 11 de Junio, 2026.

Comentarios sobre el Plan de Acción Anual 2026, el Presupuesto para el Año Fiscal 27 pueden ser enviados por escrito al Departamento de Servicios Comunitarios, Ciudad de College Station, P.O. Box 9960, College Station, Texas 77842. Las respuestas por correo electrónico pueden dirigirse a rwhitwell@cstx.gov. Comentarios por teléfono pueden dirigirse al (979) 764-3778. Se aceptarán comentarios hasta las 5 p.m. del 13 de julio de 2026.

Cualquier solicitud de servicio de interpretación de señas debe hacerse 48 horas antes de la reunión. Para hacer arreglos llame al (979) 764-3517 o (TDD) 1-800-735-2989. Las agendas se pueden ver en www.cstx.gov.

Peticiones para servicios interpretativos al español tienen que ser hechos 48 horas antes de la reunión. Para hacer preparaciones llame al (979) 764-3778.

Sociales



Fabiola Alejandra celebró sus XV años el sábado 23 de Mayo, 2026. ¡Muchas Felicidades!



Heidi celebró sus XV años el sábado 23 de Mayo, 2026. ¡Muchas Felicidades!

Chistes

😂😂😂













ALTERNATIVE LANGUAGE
PUBLISHER'S AFFIDAVIT

STATE OF TEXAS §
COUNTY OF BRAZOS §

Before me, the undersigned notary public, on this day personally appeared

Adriana Alfaro, who being by me duly sworn, deposes
(name of person representing newspaper)

and says that (s)he is the Office Assistant of the
(title of person representing newspaper)

La Voz Hispana; that said newspaper is
(name of newspaper)

generally circulated in Brazos County, Texas and
(same county as proposed facility)

is published primarily in Spanish language; that the
(alternative language)

enclosed notice was published in said newspaper on the following date(s):

May 29th, 2026.

Subscribed and sworn to before me this the 29th day of May,

2026, by _____
(newspaper representative's signature)

(Seal)

Angelica Diaz Robledo
Notary Public in and for the State of Texas

Angelica Diaz Robledo
Print or Type Name of Notary Public

My Commission Expires 9/4/28

ANGELICA DIAZ ROBLEDO
NOTARY PUBLIC
STATE OF TEXAS
ID# 132660663
EXPIRES 9-4-2028



Community Development Block Grants

Public Notice - Proposed 2026 Annual Action Plan and Budget

View Notice of 30-Day Comment Period

(/media/lzybirls/public-notice-of-public-hearing-61126.docx)

The CDBG and HOME Programs are the Federal Government's primary programs for promoting community revitalization throughout the country, providing annual grants on a formula basis to approximately 1,000 metropolitan cities including College Station.

CDBG funds are used for a wide range of community development activities directed toward neighborhood revitalization, economic development, and improved community facilities and services. Any project obtaining CDBG funding is required by the Department of Housing and Urban Development (HUD) to meet at least one of three national objectives:

- Benefit Low- and Moderate-Income Persons
- Aid in the Prevention or Elimination of Slums or Blight
- Meet Urgent Community Development Needs

HOME funds are used - often in partnership with local non-profit groups - to fund a variety of activities that build, purchase, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to income qualified people.

Community Development Publications

(/living-here/housing/community-development-publications/)

Housing Action Plan

(https://issuu.com/cocs/docs/hap-goals-actions-strategies-citizen-participation)

Housing Assistance

(/living-here/housing/housing-assistance/)

Income Limits

(#Limits)

Public Facility Funding

Public Facility funds are used to expand, improve and/or add public facilities and infrastructure when and where needed for ignated low to moderate income areas of the city. Improvements include streets, parks, neighborhood centers, co nity centers, and sidewalk projects.

Recently funded CDBG Public Facility Projects include:

- Lincoln Center Bus Shelter
- Holleman Dr. Sidewalks
- Park Place Sidewalks
- Georgie K. Fitch Park Trail

Please refer any input you have on future public facility or infrastructure projects to the Community Development Division at (979) 764-3570 (tel:9797643570) .

Public Service Agency Funding

Federal regulations allow for up to 15% of the City's annual Community Development Block Grant to be allocated to fund local public services. The City of College Station City Council continues to support the allocation of the maximum allowable funds.

The City of College Station allocates these funds to local agencies through a competitive Request for Proposals (RFP) process. The Public Service Agency Funding Review Committee is made up of six Council appointed volunteers. The six member committee is tasked with reviewing applications from eligible programs, making site visits to the agencies, ranking the applications and finally recommending funding allocations to the City Council.

The Public Service Agency Funding Review process begins in the Winter with a pre-application workshop where any agency in the community that is interested in applying for CDBG funds is required to attend and learn more about the process. Applications are received by City staff and reviewed for eligibility. The process then takes approximately nine weeks with the committee meeting on a weekly basis in public meetings to discuss the applications and ending with a public hearing where the programs are ranked, and the committee formally adopts the funding recommendations to be made to each City Council. The committee is asked to fund no more than twelve agencies each year but can choose to fund less or more depending on the applications.

The deadline for receipt of completed applications was in March. If your organization is interested in applying for the following year, please call the Community Development Division at 979.764.3570.

Once adopted by the City Council, the recommendations are included in the City's Annual Action Plan, which is a report done to notify the Department of Housing and Urban Development (HUD) how the City proposes to spend its grant dollars in the coming year. After approval from HUD, the funds are made available to the agencies beginning October 1st. Funding is on an annual basis, and the allocated funds must be used no later than September 30th of the fiscal year. Funded agencies are required to report to each city on a quarterly basis to ensure that they are providing the services and serving the number of clients that they proposed in their application. The city staff monitors the reports and the agencies' files to ensure the accuracy of information.

Agencies applying must have or be in the process of receiving 501(c)(3) tax status from the Internal Revenue Service. Requests must be in the form of program specific operating funds which will serve primarily low and moderate income persons (at least 51%). Agencies accepting funds agree to comply with Federal Regulations 24 CFR 570 and 2 CFR Part 200.

For more information, please contact the Community Development Division at 979.764.3570.

2025 Median Income Limits

# in Household	Max Income (60%) / Max Income (80%)
1	)0 / $49,600

2 $42,480 / $56,650

3 $47,820 / $63,750

4 $53,100 / $70,800

5 $57,360 / $76,500

6 $61,620 / $82,150

7 $65,880 / $87,800

8 $70,140 / $93,500

This list supersedes all other lists of prior dates.

The left column (Household) refers to the number of people in the home. The two columns on the right refer to the maximum combined income allowed per year by HUD guidelines in order to qualify for a Community Development program at 60% and 80% of the Area Median Income (AMI). If you have questions regarding this information, please call 979.764.3570.

Source: HUD (https://www.huduser.gov/portal/datasets/il/il2017/2017summary.odn?states=%24states%24&data=2017&inputname=METRO17780M17780*College+Station-Bryan%2C+TX+MSA&stname=%24stname%24&statefp=99&year=2017&selection_type=hmfa)

Contact Us

City of College Station
1101 Texas Ave.
College, Station, TX 77840

Main Phone: 979.764.3500 (tel:9797643500)
(8 a.m. to 5 p.m. weekdays)

City Sites

Careers (https://www.governmentjobs.com/careers/cstx)
Sitemap (/sitemap/)
Accessibility (/your-government/accessibility/)
Privacy Policy (/privacy-policy/)

Connect

Facebook (https://www.facebook.com/cityofcollegestation) Instagram (https://www.instagram.com/cityofcollegestation/) LinkedIn (https://www.linkedin.com/company/city-of-college-station) Twitter (https://x.com/cityofcs) YouTube (https://www.youtube.com/user/cityofcollegestation)

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Community Development Block Grants

The CDBG and HOME Programs are the Federal Government's primary programs for promoting community revitalization throughout the country, providing annual grants on a formula basis to approximately 1,000 metropolitan cities including College Station.

CDBG funds are used for a wide range of community development activities directed toward neighborhood revitalization, economic development, and improved community facilities and services. Any project obtaining CDBG funding is required by the Department of Housing and Urban Development (HUD) to meet at least one of three national objectives:

- Benefit Low- and Moderate-Income Persons
- Aid in the Prevention or Elimination of Slums or Blight
- Meet Urgent Community Development Needs

HOME funds are used - often in partnership with local non-profit groups - to fund a variety of activities that build, purchase, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to income qualified people.

Take the College Station HUD Grant Funds Survey

This survey is designed to gather valuable insights on the allocation of HUD grant funds, including CDBG and HOME, to better support our community. Your responses will directly inform our decisions, ensuring that funds are used effectively to improve public facilities, public services, housing, economic development, and other essential needs. Your feedback is essential in helping the City of College Station identify and address the needs and barriers faced by our low-and-moderate-income residents.

Community Development Publications

Housing Action Plan

Housing Assistance

Income Limits

Public Facility Funding

required by law to provide essential services.

you are looking for including: child care, clothing or food, housing assistance/shelters/transportation, financial assistance and employment services and mental health services.

Take the College Station HUD Grant Funds Survey

This survey is designed to gather valuable insights on the allocation of HUD grant funds, including CDBG and HOME, to better support our community. Your responses will directly inform our decisions, ensuring that funds are used effectively to improve public facilities, public services, housing, economic development, and other essential needs.

Community Development Resources

- Community Development Block Grants
- Community Housing Development Organization Grants
- Health and Human Services
- Publications
- Housing Assistance

Other Resources

- Bryan-College Station Affordable Housing Resource Guide (PDF)
- Brazos Valley Affordable Housing Resource Guide (PDF)
- Homeowner's Guide to Success (PDF)

- Housing Providers
- Affordable Rental Housing
- Affordable Senior Rental Housing

Neighborhood Newsletter

Neighborhood News: April 6, 2026

City of College Station <neighborhoodservices@cstx.gov>
To Raney Whitwell

Retention Policy 4-Year Delete Policy (4 years)

If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



City Council Meeting - Thursday, April 9th

Thursday's City Council Meeting
Items of Neighborhood Interest

Follow the Meeting
City Council | Agenda Packet
Optimum Channel 19 | cstx.gov/cstv19 (live stream) | blog.cstx.gov (live blog)

The College Station City Council meets at City Hall on Thursday at 6 p.m. You can participate online through **Microsoft Teams** by entering Meeting ID 287 987 474 175 and Passcode gZw5cS. You can also call 469-480-7460 and enter Conference Number 168 564 318#.

If you wish to address the Council on a topic on the workshop or regular agenda, please register with the city secretary by 2 p.m. or call 979-764-3500 to provide your name and phone number. Written comments will be provided to the Council. During Hear Visitors, citizens may address the Council on topics not listed on the posted agenda, and Council members may ask staff to investigate the issue or place it on the agenda for a future meeting.

Pebble Creek Parkway Extension
After a public hearing, the Council will consider removing the future southward extension of Pebble Creek Parkway from the City's Comprehensive Plan by amending the Thoroughfare Plan and Bicycle, Pedestrian, and Greenways Master Plan. The eventual extension has been part of the Comprehensive Plan since 1991.

- **Cover Sheet and Background**
- **April 2 P&Z Presentation** (starts at 9:18)

Upcoming Public Engagement Opportunities for Resident Input

City Use of CDBG and HOME Grant Funds
Residents are encouraged to provide input for the City's use of Community Development Block Grant (CDBG) and HOME Investment Partnership Grants (HOME) funds via an **online survey**.

Sidewalk Connections Across the City
On **Monday, April 6th,** the City of College Station will host an open house event from 5:30 - 6:30 p.m. to discuss a number of city-wide sidewalks and shared use path projects including the following.

High priority sidewalk connections to schools where no sidewalks currently exist on either side of the street include:

- Timber Street (Oakwood Int School driveway to Park Place)
- Nueces Drive (AMCHS Driveway to Harvey Mitchell Pkwy)
- Walton Drive (Foster to Puryear and Nunn Street to Francis)
- Welsh Ave (mid-block crossing enhancements at AMCHS)
- George Bush Drive E (Dominic to University Oaks Blvd)
- Dexter Drive S (Winding Road to Haines Dr/ Gabbard Park)
- Ash St (Eisenhower St to Nimitz St)
- Foster Ave (Lincoln Ave to Walton Dr).

Share-use Path Extensions include:

- Bee Creek Tributary B Trail (trail extension from the south of Southland Street to Holleman Drive/ W.A. Tarrow Park)
- Bee Creek Trail (trail extension from the dead end at Bee Creek Park along

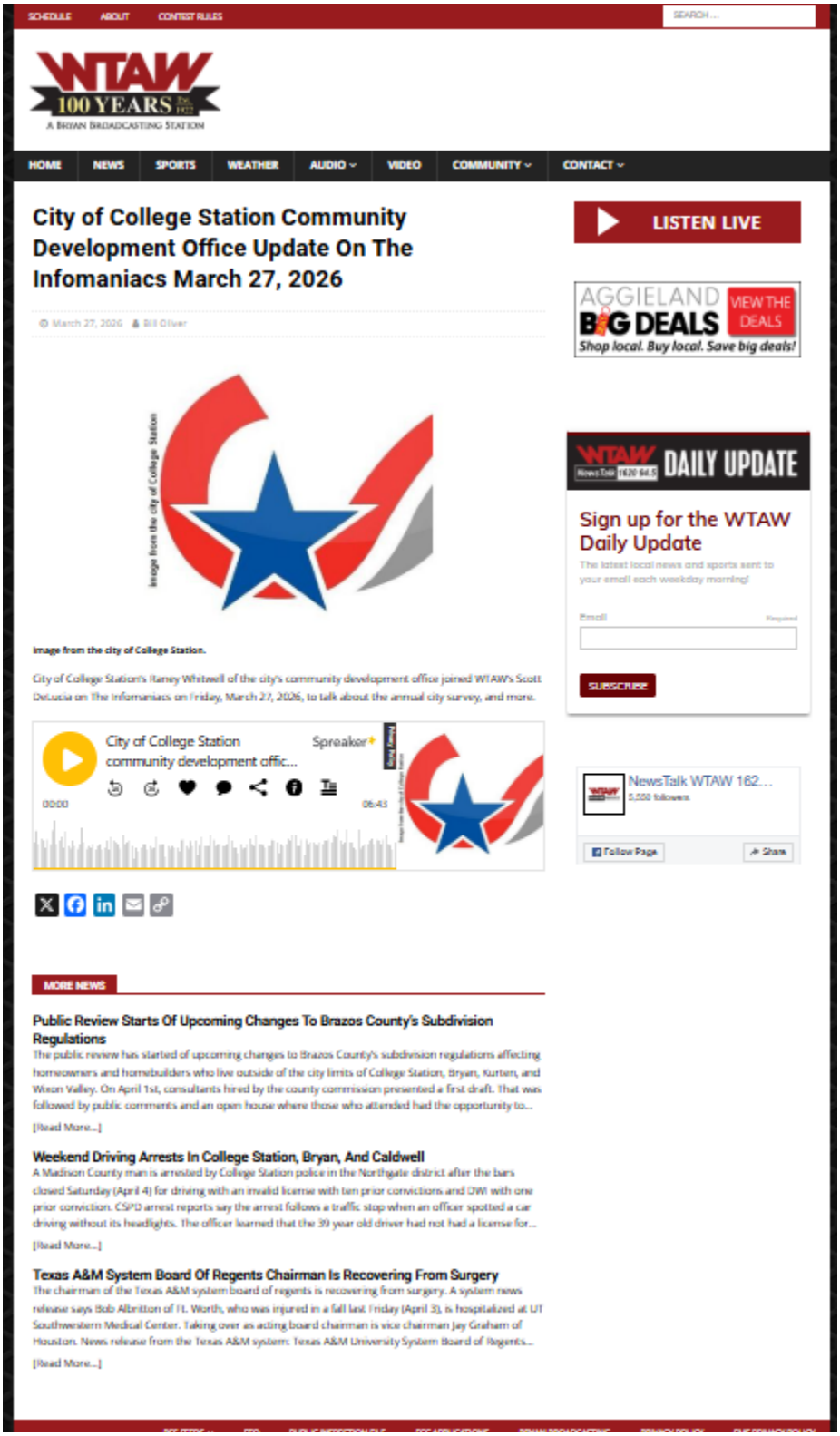
The City of College Station Community Development Division will conduct a public hearing on

Tuesday, March 17, 2026, 6 p.m.,

in the Council Chambers at City Hall
(1101 Texas Ave, College Station, 77840).

The public hearing will include of a presentation regarding the allowed use of Community Development Block Grant (CDBG) and the HOME Investment Partnership Grant (HOME) funds received annually from the U.S. Department of Housing and Urban Development .

https://wtaw.com/city-of-college-station-community-development-office-update-on-the-infomaniacs-march-27-2026/



COMMUNITY DIGEST

UNITED WAY
Brazos Valley

Thursday, March 12, 2026

UPCOMING EVENTS

City of College Station Annual Action Plan Survey

Date: March 2nd - April 15th
Time: N/A
Location: https://www.surveymonkey.com/r/D8N8T3P

This survey is designed to gather valuable insights on the allocation of HUD grant funds, including CDBG and HOME, to better support our community. Your responses will directly inform our decisions, ensuring that funds are used effectively to improve public facilities, public services, housing, economic development, and other essential needs. We appreciate your input and thank you for contributing to the well-being of our community.

For question, contact Raney Whitwell at 979-764-3488 or email at rwhitwell@cstx.gov.

Public Hearing for the 2026 Annual Action Plan - City of College Station

Date: Tuesday, March 17th
Time: 6:00 pm
Location: City of College Station City Hall, Council Chambers, 1101 Texas Ave, College Station, 77840

The public hearing will include of a presentation regarding the allowed use of Community Development Block Grant (CDBG) and the HOME Investment Partnership Grant (HOME) funds received annually from the U.S. Department of Housing and Urban Development and information on the Fair Housing Plan and compliance with the National Fair Housing Alliance.

Citizens are encouraged to attend this public hearing and provide input for the City's use of the 2026-2027 CDBG and HOME grant funds. Funds must be used to meet one of three National Objectives:

1. Benefit low-to moderate-income individuals
2. Eliminate slum or blight
3. Meet an urgent community need

For question, contact Raney Whitwell at 979-764-3488 or email at rwhitwell@cstx.gov.

Introduction to Survey Results

City staff conducted two surveys to inform planning and budget decisions for the 2026-2027 Annual Action Plan. One survey targeted nonprofit organizations serving low-to moderate-income clients to identify key needs and service gaps. The second survey, open to the general public from March 2 to April 15, 2026, received 118 responses. The findings will help align programs with community priorities.

Nonprofit Client Needs and Service Gap Survey

The following analysis highlights feedback from 30 local nonprofit organizations providing diverse services to low-and moderate-income residents. This survey aimed to uncover gaps, barriers, and unmet needs in our community's services. The insights gathered will play a crucial role in shaping the 5-Year Consolidated Plan and determining appropriate funding allocations to address these challenges effectively.

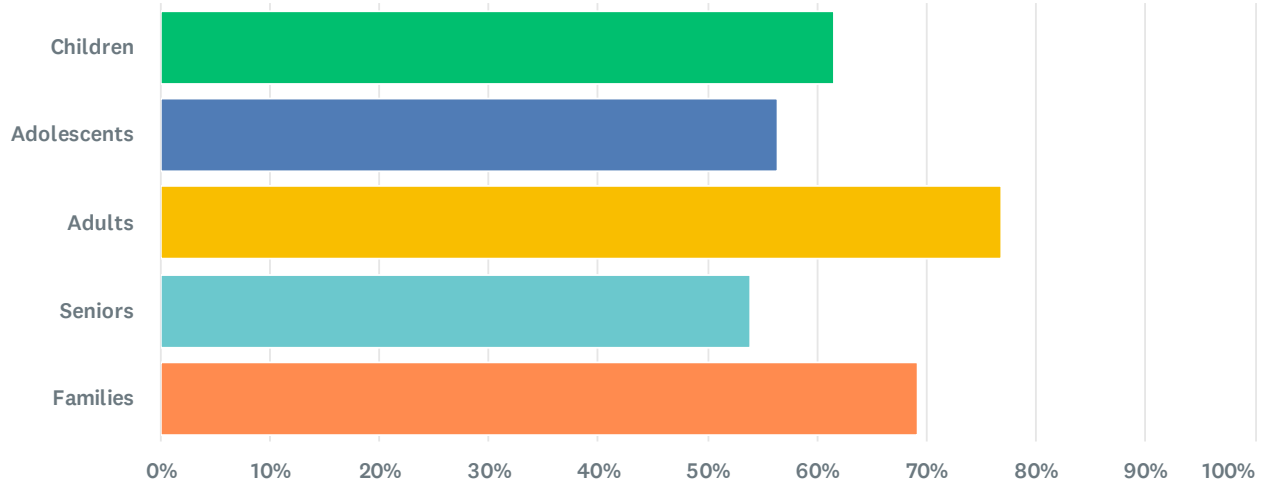
Responding Agencies/Programs

- MHMR Authority of Brazos Valley – Behavioral Health Services
- Twin City Mission Family Support Services – Self Sufficiency Education and Services
- Twin City Mission Homeless and Housing Services – Homeless and Housing Services
- Brazos County Health District – Public Health and Disease Prevention
- Legacy Consultant & Leadership Development – Empowers Underserved Youth
- Bryan Housing Authority – Low Income Housing
- Made Well Ministries – Holistic Wellness Services
- Texas A&M University – Higher education and student services
- American Red Cross – Emergency Disaster Response
- HealthPoint – Comprehensive Community Health Care
- Brazos Valley Food Bank – Food Distribution, Education, Empowerment
- College Station ISD – Public education and McKinney-Vento Services
- The Olive Branch Foundation – Substance Abuse Counseling and Assistance
- YMCA of the Brazos Valley – Recreational Activities
- Family Promise of Bryan-College Station – Homeless Family Services
- Hope Pregnancy Center of Brazos Valley – Crisis Pregnancy Services
- Voices for Children, CASA – Advocates for Children in Foster Care
- LULAC Oak Hill Apartments – Low Income Senior Housing

- Workforce Board
- United Way of the Brazos Valley – Various Community Programs
- Brazos Health Resource Center, a dept at St. Joseph Hospital – Indigent Medical Assistance
- Catholic Charities of Central Texas – Financial Assistance
- Unbound Now – Services for Trafficked Individuals
- Brazos Valley Community Action Programs – Empowers and Supports Families
- Elder – Aid
- BVCASA
- St. Vincent DePaul Furniture Ministry
- Brazos Valley Council of Government
- Brazos Maternal and Child Health Clinic -
- The Rose

Q3 What is the primary demographic of your clients? (Select all that apply)

Answered: 39 Skipped: 2

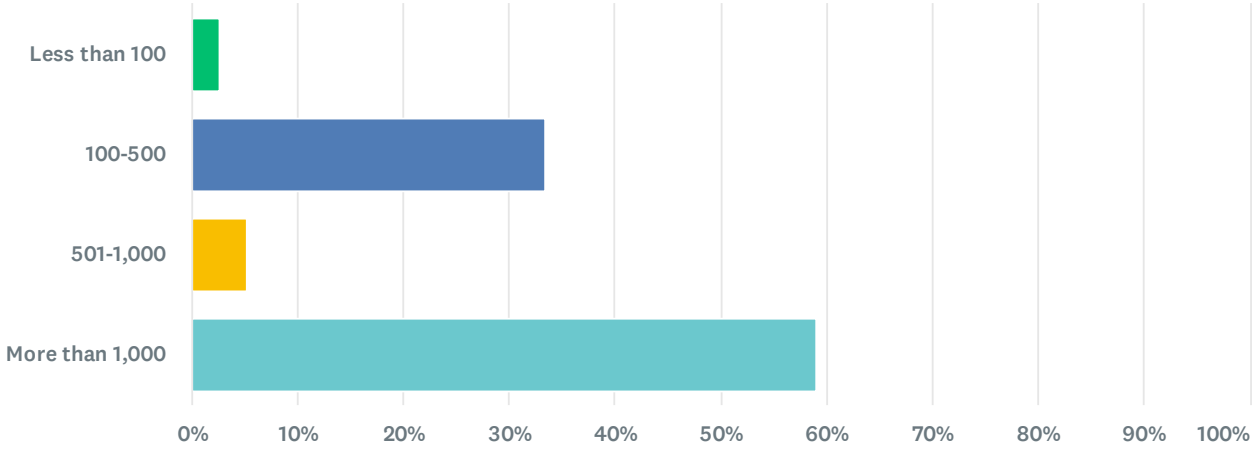


Answer Choices	Percentage	Responses
Children	61.54%	24
Adolescents	56.41%	22
Adults	76.92%	30
Seniors	53.85%	21
Families	69.23%	27
Show comments		
Total		**124**

#	OTHER (PLEASE SPECIFY)	DATE
1	Food insecure neighbors - roughly 41% children, 50% adults, 9% seniors	2/2/2026 9:24 AM

Q4 What is the estimated number of clients served annually?

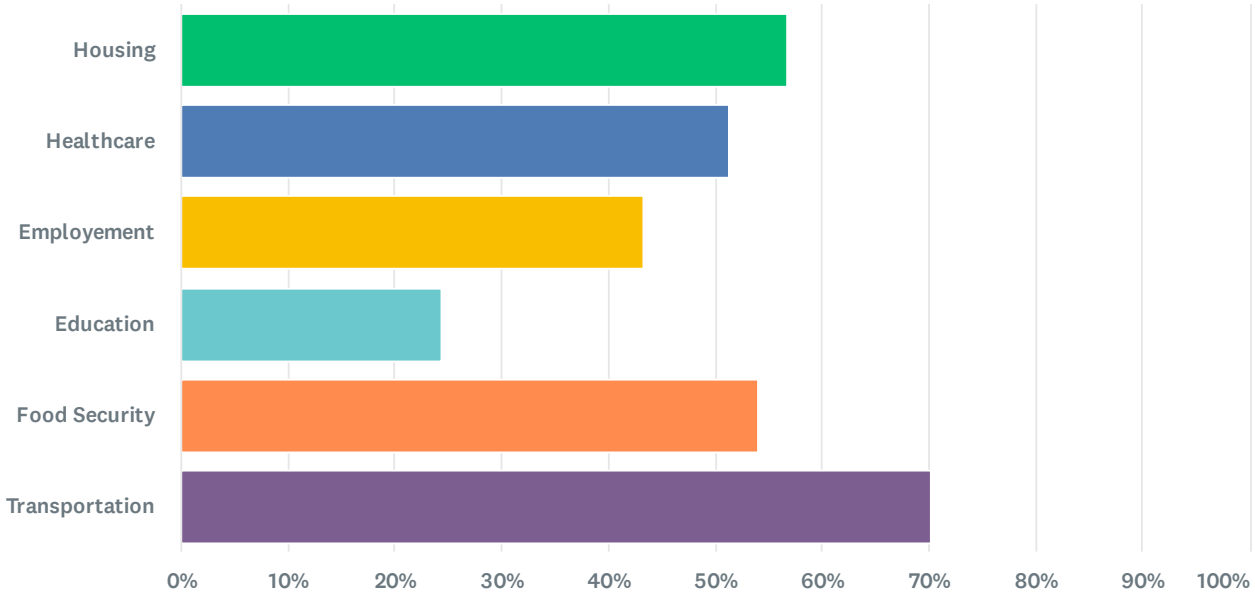
Answered: 39 Skipped: 2



Answer Choices	Percentage	Responses
Less than 100	2.56%	1
100-500	33.33%	13
501-1,000	5.13%	2
More than 1,000	58.97%	23
Total		**39**

Q5 What are the most significant gaps in services that your clients face? (Select all that apply)

Answered: 37 Skipped: 4

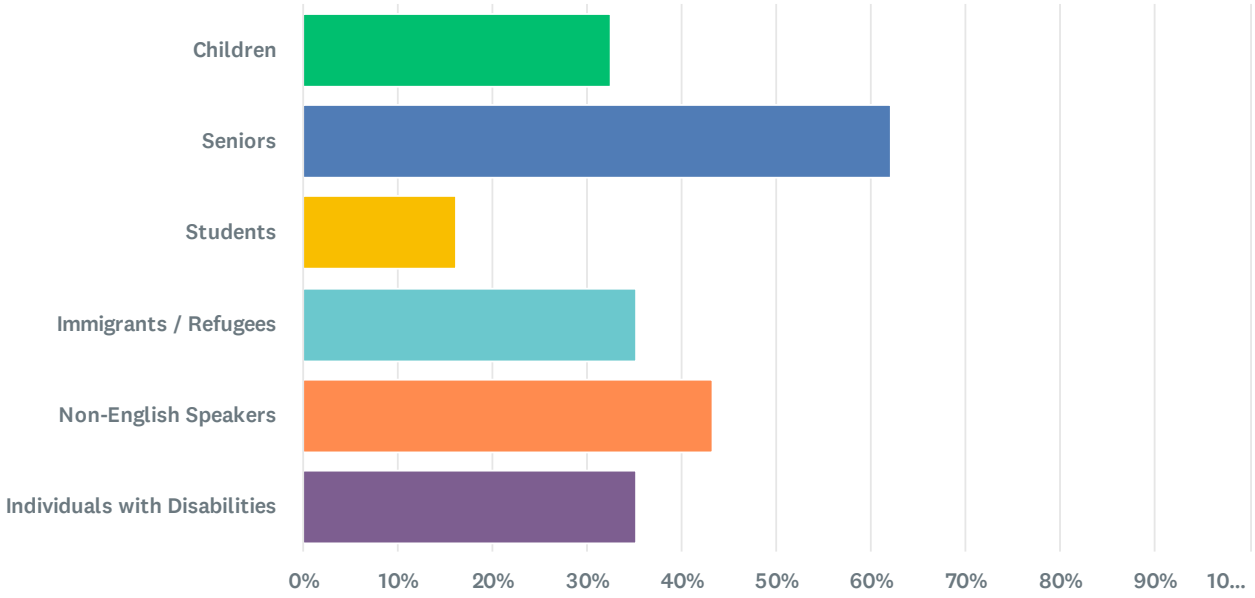


Answer Choices	Percentage	Responses
Housing	56.76%	21
Healthcare	51.35%	19
Employement	43.24%	16
Education	24.32%	9
Food Security	54.05%	20
Transportation	70.27%	26
Show comments		
Total		**111**

#	OTHER (PLEASE SPECIFY)	DATE
1	Mental Health Services	2/20/2026 2:55 PM
2	mental health services	2/20/2026 2:55 PM
3	Affordable and quality childcare programs and a facility to serve the entire family.	1/31/2026 6:36 AM
4	Obstetric services	1/30/2026 8:50 AM
5	specifically, mental health services & substance abuse treatment	1/29/2026 12:51 PM

Q6 Are there specific populations within your client base that face greater service gaps? (Select all that apply)

Answered: 37 Skipped: 4

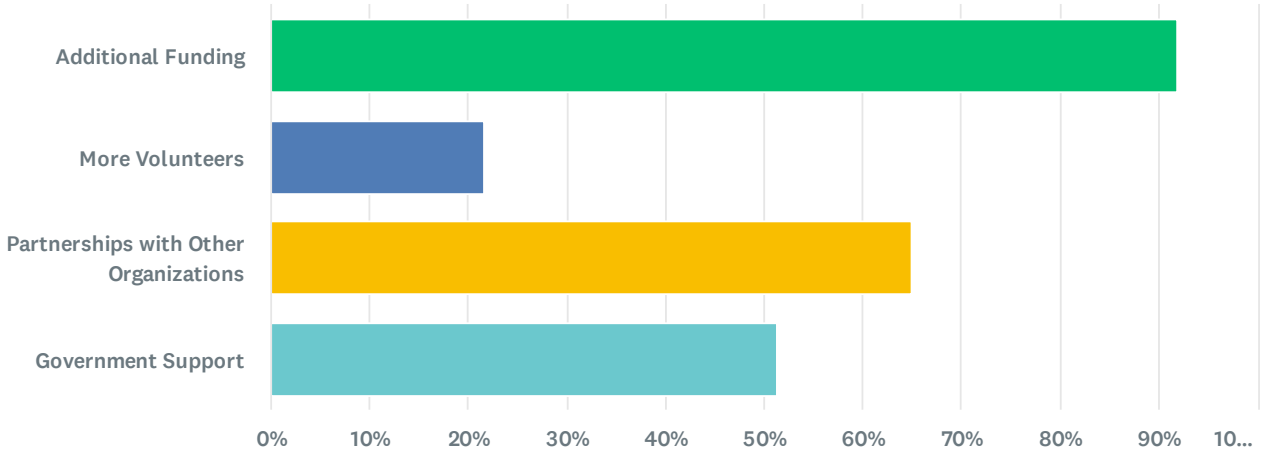


Answer Choices	Percentage	Responses
Children	32.43%	12
Seniors	62.16%	23
Students	16.22%	6
Immigrants / Refugees	35.14%	13
Non-English Speakers	43.24%	16
Individuals with Disabilities	35.14%	13
Show comments		
Total		**83**

#	OTHER (PLEASE SPECIFY)	DATE
1	NA	2/10/2026 12:39 PM
2	Each demo faces differing gaps, or for different reasons (access is an example of a barrier/gap that many pops face for different reasons)	2/2/2026 9:27 AM
3	Grandparents raiding their grandchildren	2/1/2026 9:18 AM
4	Mental Health Services	1/31/2026 4:27 PM
5	Young families	1/27/2026 1:10 PM

Q7 Are there specific resources or support that would help you address these unmet needs? (Select all that apply)

Answered: 37 Skipped: 4

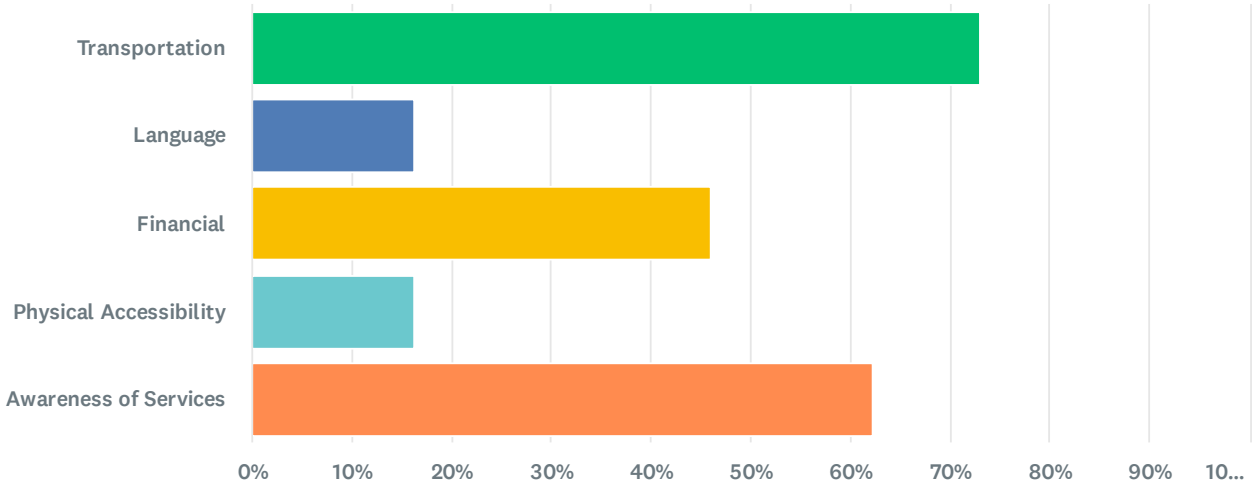


Answer Choices	Percentage	Responses
Additional Funding	91.89%	34
More Volunteers	21.62%	8
Partnerships with Other Organizations	64.86%	24
Government Support	51.35%	19
Show comments		
Total		**85**

#	OTHER (PLEASE SPECIFY)	DATE
1	Transportation	1/29/2026 11:38 AM

Q8 What barriers do your clients encounter when trying to access your services. (Select all that apply)

Answered: 37 Skipped: 4

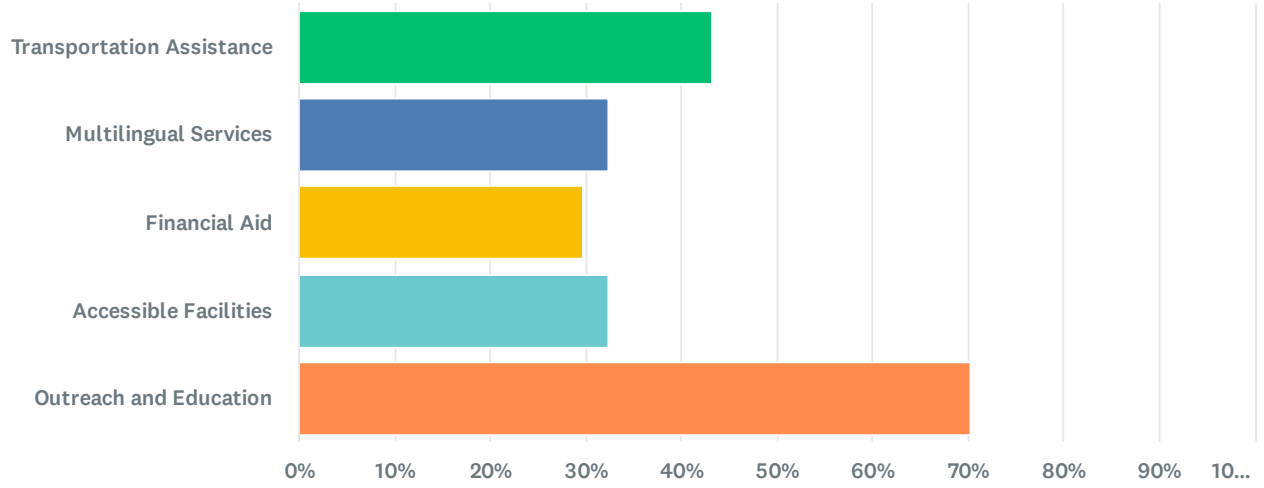


Answer Choices	Percentage	Responses
Transportation	72.97%	27
Language	16.22%	6
Financial	45.95%	17
Physical Accessibility	16.22%	6
Awareness of Services	62.16%	23
Show comments		
Total		**79**

#	OTHER (PLEASE SPECIFY)	DATE
1	Lack of services available	1/31/2026 4:28 PM
2	limited service providers in our area	1/29/2026 12:53 PM
3	Sometimes language - but not often	1/29/2026 12:01 PM

Q9 How do you currently address these barriers? (Select all that apply)

Answered: 37 Skipped: 4

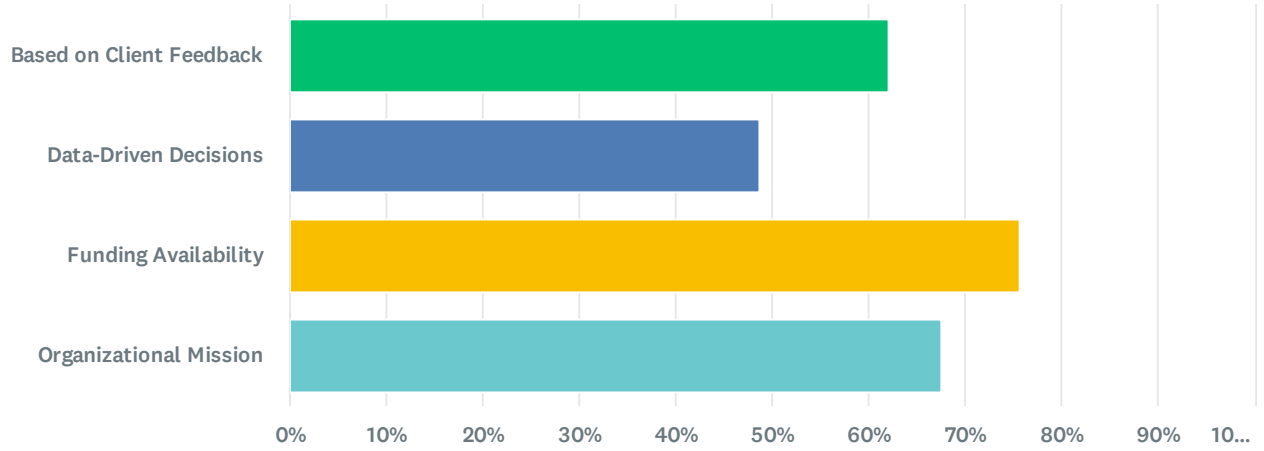


Answer Choices	Percentage	Responses
Transportation Assistance	43.24%	16
Multilingual Services	32.43%	12
Financial Aid	29.73%	11
Accessible Facilities	32.43%	12
Outreach and Education	70.27%	26
Show comments		
Total		**77**

#	OTHER (PLEASE SPECIFY)	DATE
1	Use of social media and advertising	2/10/2026 1:45 PM
2	Collaboration with organizations	1/31/2026 4:28 PM
3	free services	1/30/2026 8:51 AM
4	Refer out	1/29/2026 12:01 PM
5	Resource information to address individual needs; if household is qualified our department provides the resource	1/29/2026 10:25 AM

Q10 How do you prioritize resource allocation to address the needs of your clients?(Select all that apply)

Answered: 37 Skipped: 4

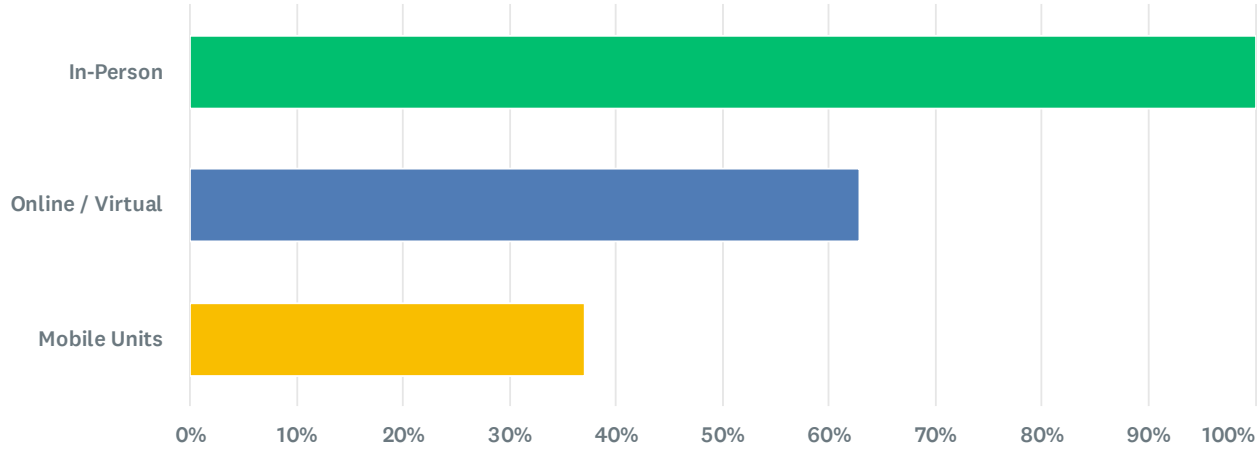


Answer Choices	Percentage	Responses
Based on Client Feedback	62.16%	23
Data-Driven Decisions	48.65%	18
Funding Availability	75.68%	28
Organizational Mission	67.57%	25
Show comments		
Total		**94**

#	OTHER (PLEASE SPECIFY)	DATE
1	Case management collaboration with local originizations, assistance is given to clients based on crisis needs assessments. We help where we can with finding available resource options.	1/31/2026 4:37 PM
2	Prioritize elderly, disabled, and children under 5.	1/27/2026 1:33 PM

Q11 What methods do you use to deliver services to your clients? (Select all that apply)

Answered: 35 Skipped: 6

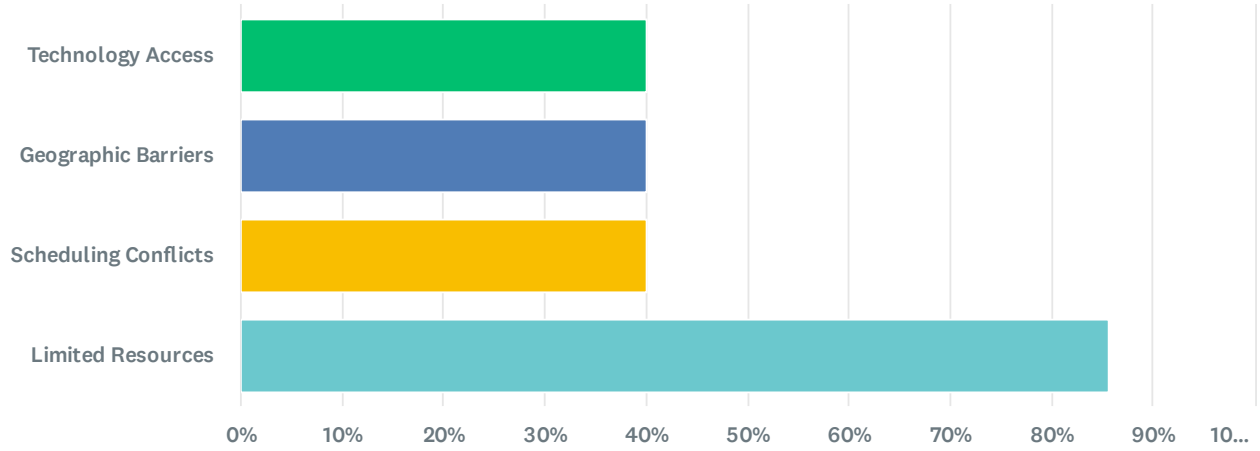


Answer Choices	Percentage	Responses
In-Person	100.00%	35
Online / Virtual	62.86%	22
Mobile Units	37.14%	13
Show comments		
Total		**70**

#	OTHER (PLEASE SPECIFY)	DATE
1	our volunteers and staff meeting with children and parents monthly in-person, virtually, phones calls and texts	1/29/2026 12:55 PM
2	we will travel throughout the 6 county region within the brazos valley including brazos, burleson, grimes, madison, robertson, and washington	1/27/2026 1:27 PM

Q12 Are there any challenges associated with these methods? (Select all that apply)

Answered: 35 Skipped: 6



Answer Choices	Percentage	Responses
Technology Access	40.00%	14
Geographic Barriers	40.00%	14
Scheduling Conflicts	40.00%	14
Limited Resources	85.71%	30
Show comments		
Total		**72**

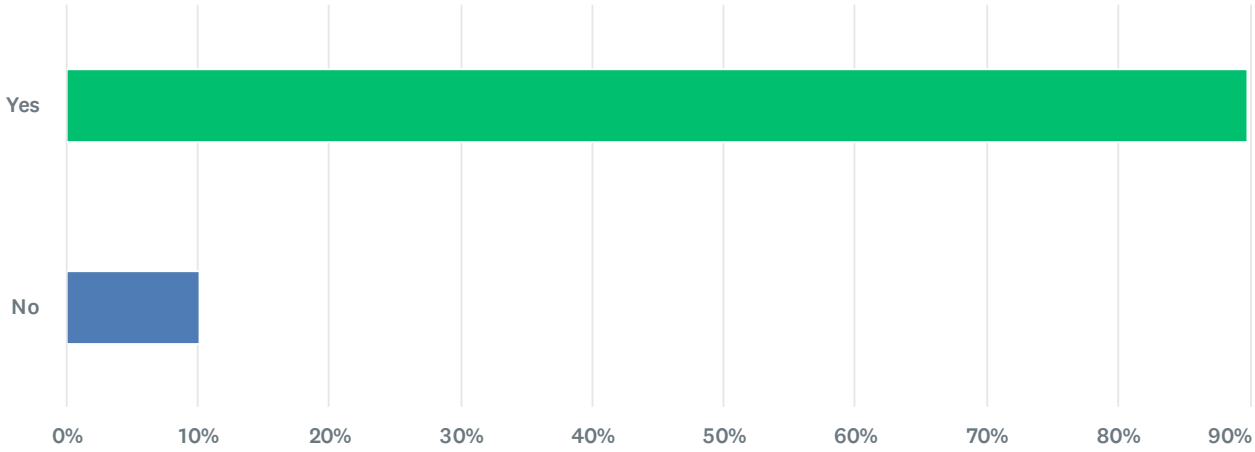
General Public Grant Funds Survey

2026-2027 Annual Action Plan

The following survey results reflect feedback from the general public, based on 118 responses. The survey was available from March 2, 2026, to April 15, 2026, and was promoted to a broad audience. These responses will help staff better understand and address needs identified by community members.

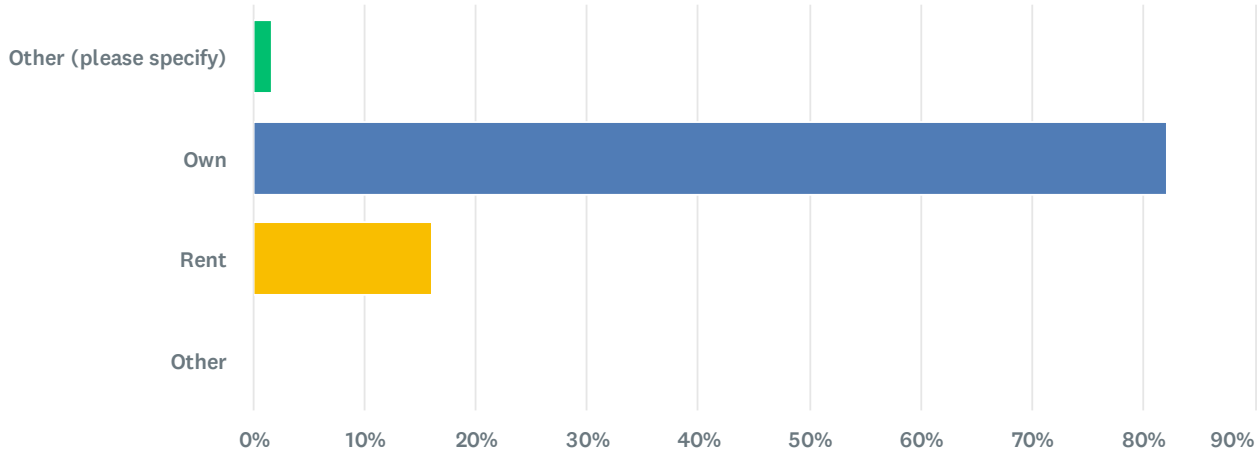
Q1 Do you reside or work within the city limits of College Station?

Answered: 118 Skipped: 0



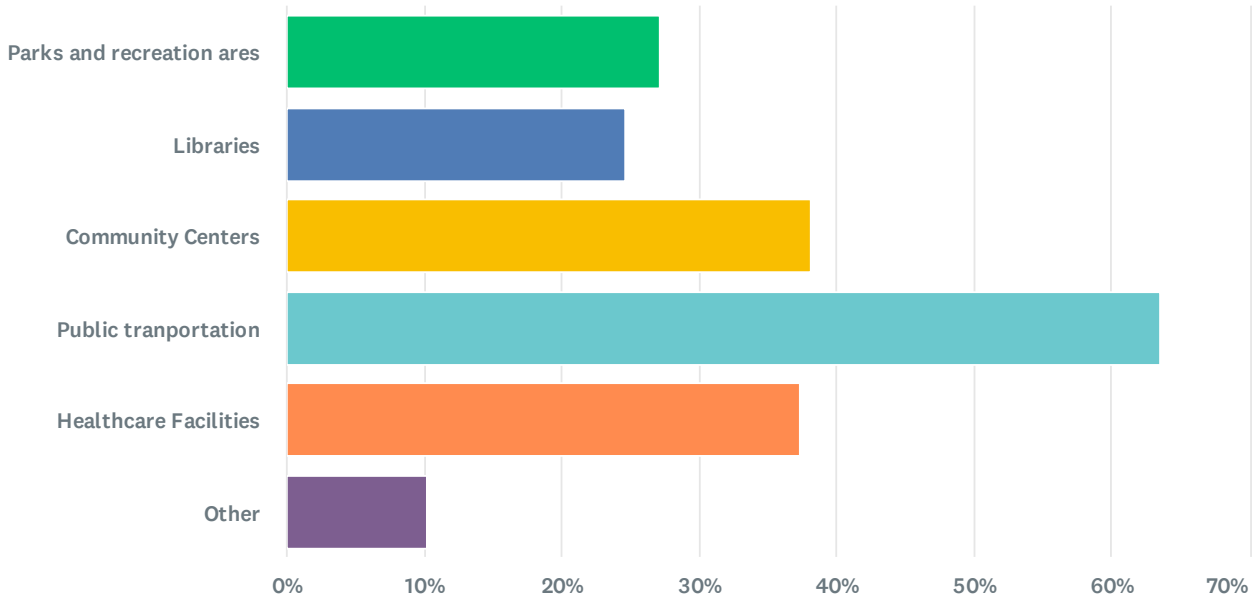
Q2 Do you own or rent you home?

Answered: 118 Skipped: 0



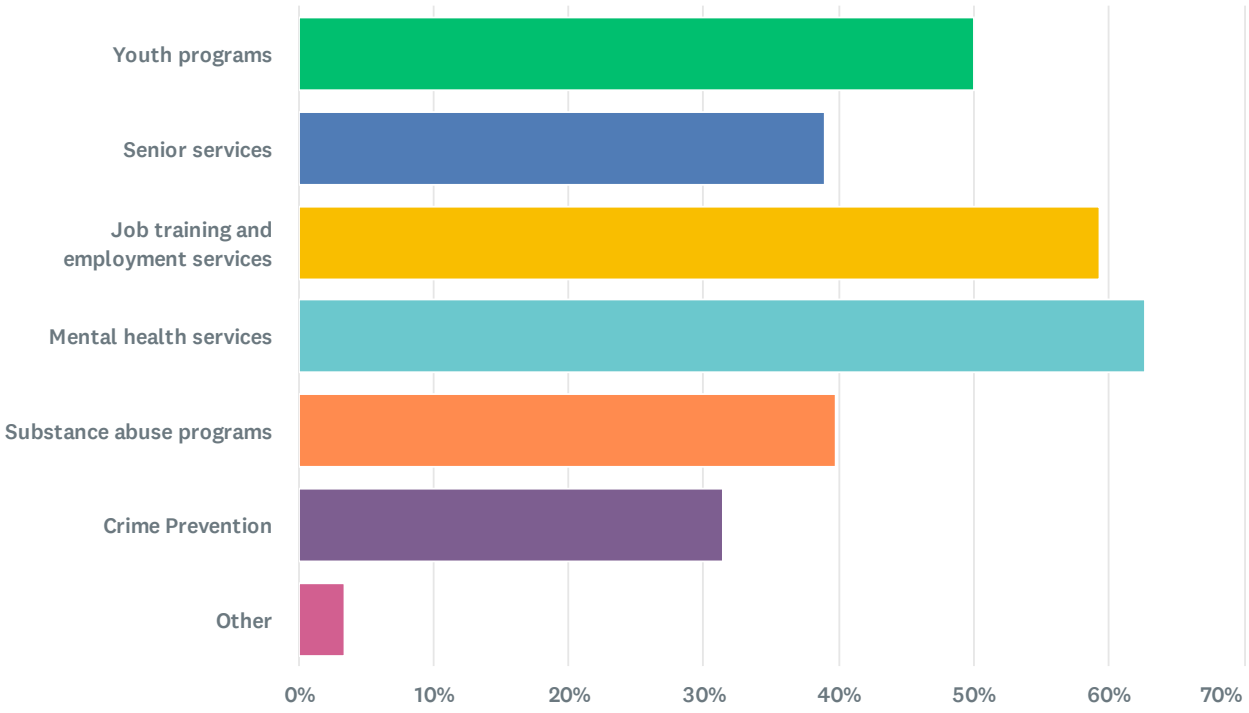
Q3 What types of public facilities are lacking in College Station that would benefit LMI residents? (Select all that apply)

Answered: 118 Skipped: 0



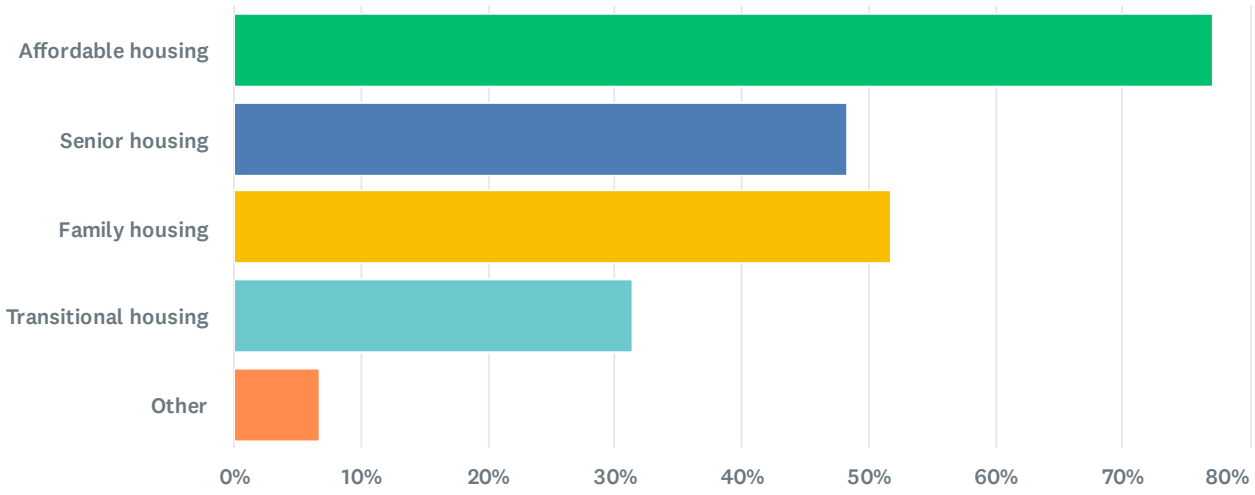
Q4 What public services are needed in College Station to assist LMI residents? (Select all that apply)

Answered: 118 Skipped: 0



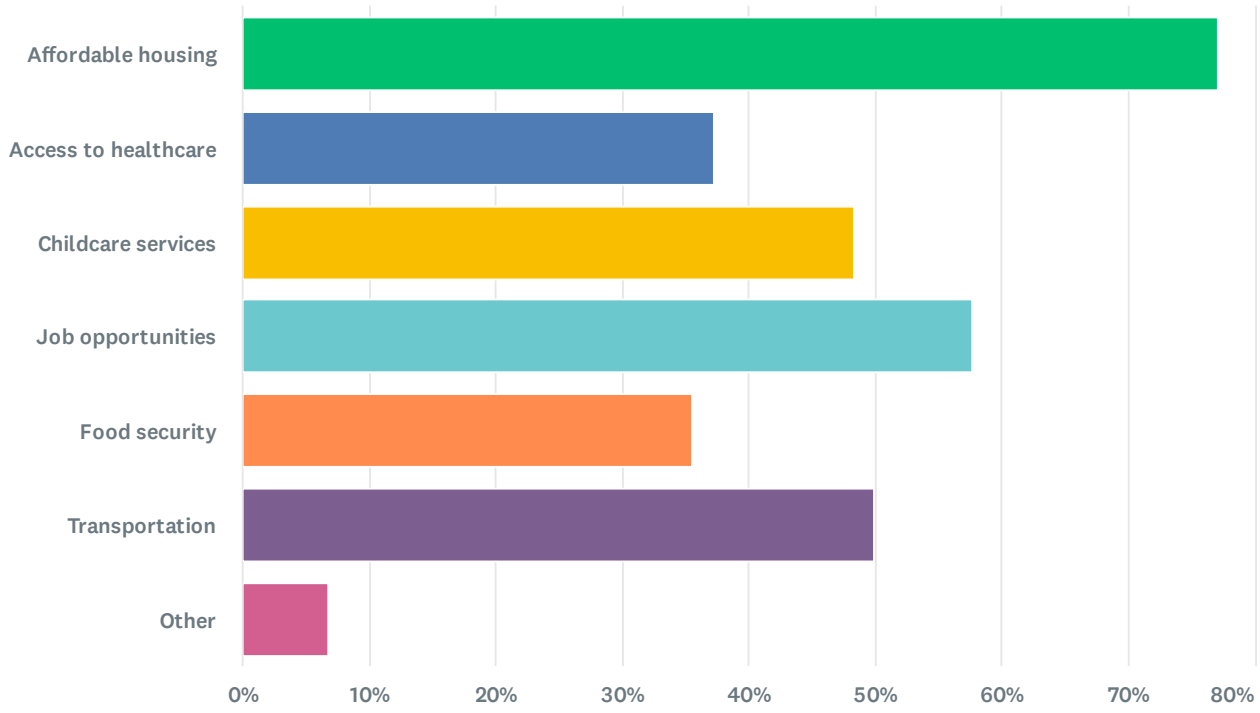
Q5 What types of housing are lacking in College Station that could help LMI residents? (Select all that apply)

Answered: 118 Skipped: 0



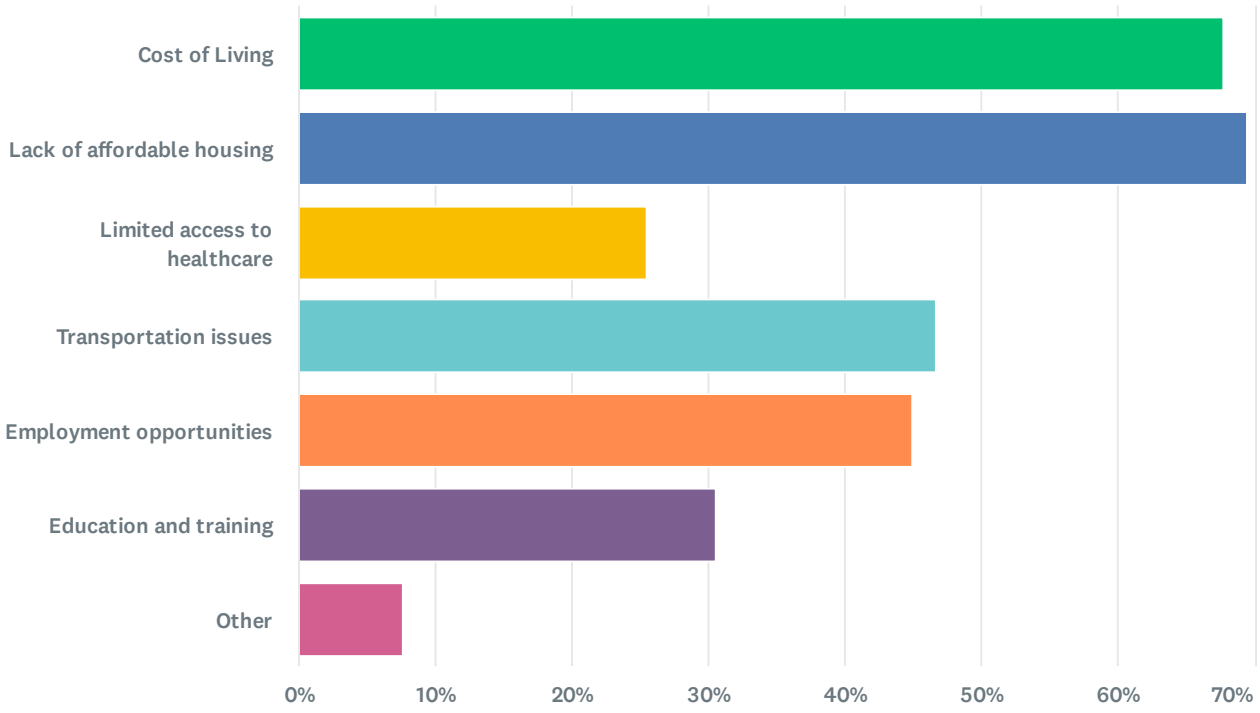
Q6 What are the greatest needs for LMI residents in College Station? (Select all that apply)

Answered: 118 Skipped: 0



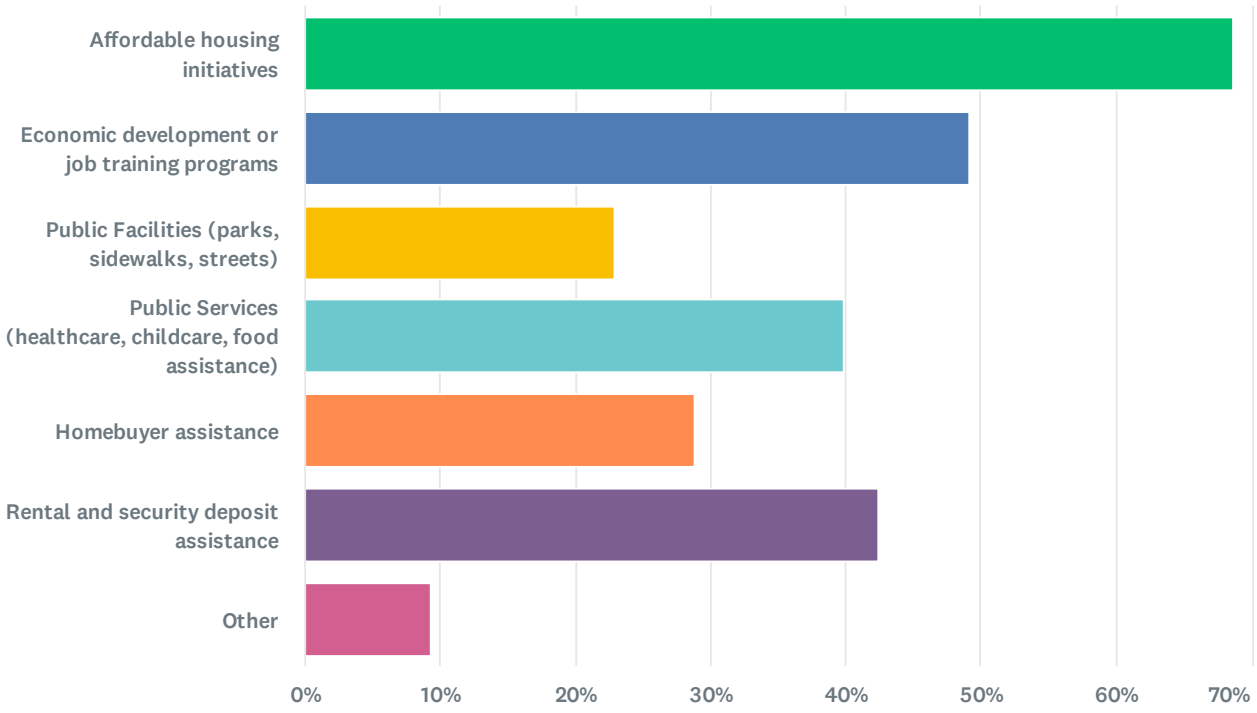
Q7 What are the greatest barriers faced by LMI residents in College Station? (Select all that apply)

Answered: 118 Skipped: 0



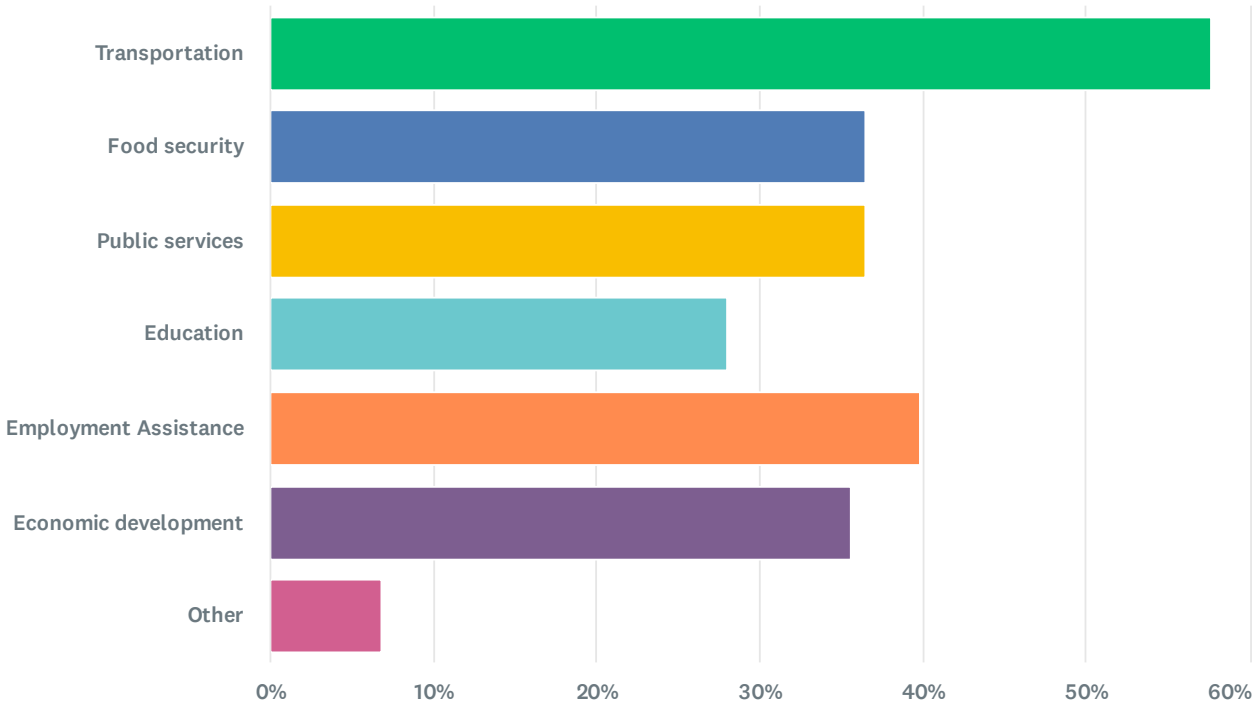
Q8 How should HUD grant funding (CDBG and HOME) be allocated to address the needs of LMI residents? (Select all that apply)

Answered: 118 Skipped: 0



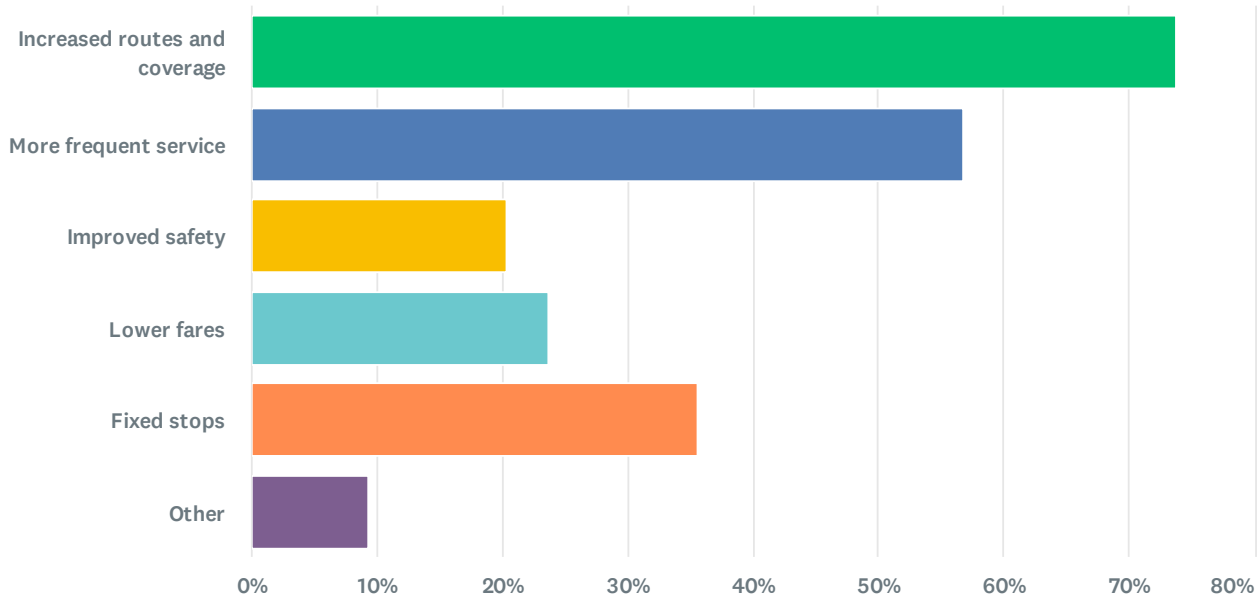
Q9 What areas need the most improvements to better support LMI residents in College Station? (Select all that apply)

Answered: 118 Skipped: 0



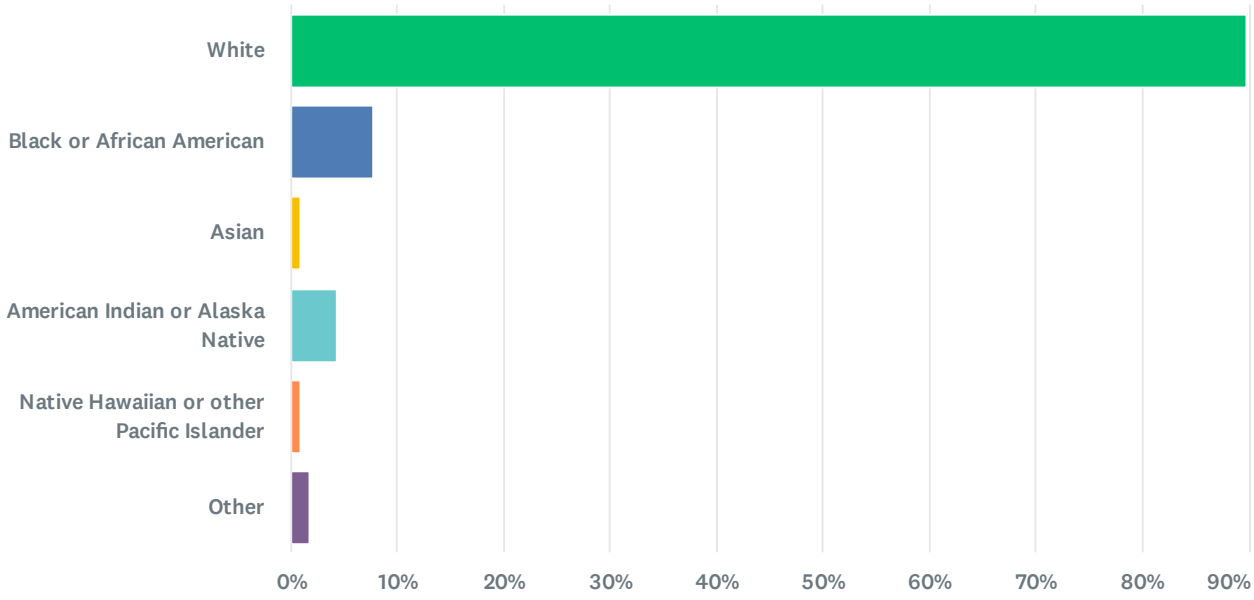
Q10 What improvements to public transportation would benefit LMI residents in College Station? (Select all that apply)

Answered: 118 Skipped: 0



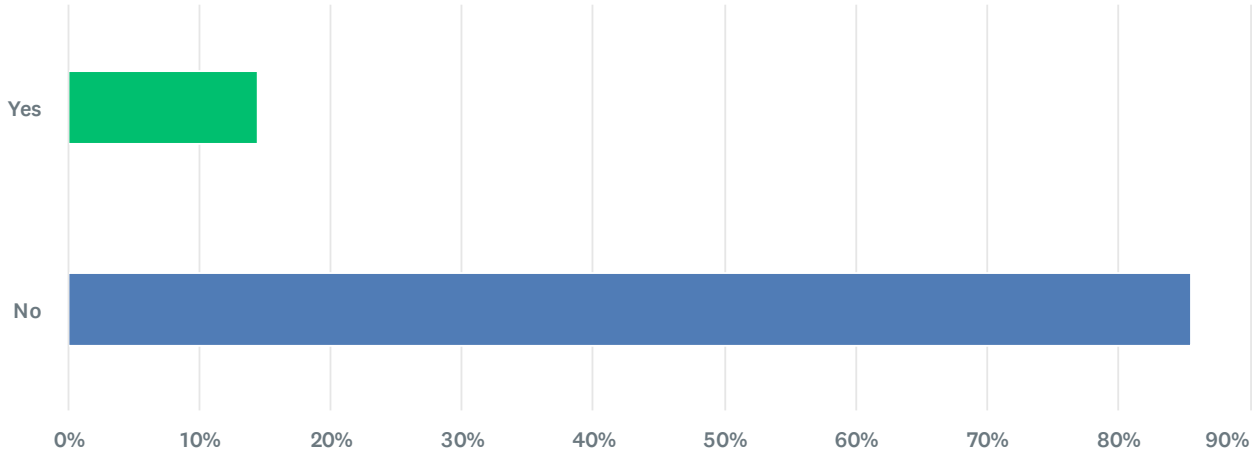
Q11 What race or races do you identify as? (Select all that apply)

Answered: 118 Skipped: 0



Q12 Do you identify yourself as Hispanic or Latino?

Answered: 118 Skipped: 0



Written Comments Received from the General Public Survey

2026-2027 Annual Action Plan

***Comments transcribed exactly as they were submitted; no modifications were made to correct grammatical or spelling errors.

Q3. What types of public facilities are lacking in College Station that would benefit LMI residents?

- child care
- Housing
- Parenting resources, free clinics& health education
- Housing that is not apartment based and prices for it that doesn't compete with students
- Mental health facilities
- None
- Yeah the poor benefit with more libraries and parks – come on
- I do not know
- Housing
- Recreation Center
- None. Market should dictate not government
- None
- Aid for foster youth and particularly youth who age out of the system and have no resources.
- Lower development fees and property taxes
- Affordable housing
- Affordable childcare facilities/early childhood centers
- Aquatics
- Low income housing. Students have pushed the market to high dollar rentals.
- Free money trees – no job required
- This community does not need more HUD
- Indoor or climate controlled pools
- Family entertainment, upscale retail district
- OB GYN birthing services
- PEDIATRIC HOSPITALS!!!
- Recreation that isn't a park
- sports facilities for our youth and adults
- Swimming pools

- Affordable Housing
- None
- Mental Health and Drug Rehab
- Elder in our community who live beyond the city limit
- Affordable housing
- Public transportation needs a revamp to where they can run efficient
- Public housing
- YMCA
- Cooling and warming centers

Q4. What public services are needed in College Station to assist LMI residents?

- I think programs that help them to pay rent
- Direct emergency rent and utilities assistance
- Specifically, youth programs for children older than 10 years old. They often age out of options around this age. There needs to be summer and after school options for young tweens and teenagers.
- Most addicts and mental people don't know they need services – who steals from the poor?
- I do not know
- Lower development fees and property taxes
- Financial literacy and housing assistance programs
- Consumer Credit Counseling Services
- Work to make college station desirable location for corporate HQ's
- Meal planning/grocery shopping & cooking classes
- Running track
- Door to door public transportation for seniors without long wait time.

Q5. What types of housing are lacking in College Station that could help LMI residents?

- High rise
- none
- Lower taxes
- The city should not be in the business of providing housing to its residents.
- I think we have a unique and complicated housing market. What we probably is more high density housing for non-students.
- Student housing
- Yeah average age in college station is high – we need more senior housing

- I do not know
- Student housing on campus! Student housing is restricted areas that appeal to students and also protect family housing for working class families.
- None. If they cant afford it here they should look elsewhere
- Made more affordable with lower development fees and property taxes
- Non Student Housing
- Get a job housing
- Independent living fort adults with disabilities

Q6. What are the greatest needs for LMI residents in College Station?

- maternity prenatal care – there are too many ladies in need and too few doctors; also specialty care doctors are difficult to find especially for senior adults
- LMI residents have barriers accessing all of the above
- I am not an LMI resident so how am I supposed to know what the greatest needs are for these residents.
- Support services for former foster care young adults
- Sounds like a government boondoggle to me
- I do not know
- Traditional values and parenting
- More police
- Housing made more affordable through lower development fees and property taxes
- Tech/trade training and jobs
- Will to work

Q7. What are the greatest barriers faced by LMI residents in College Station?

- High property and school taxes
- self-motivation and inability to prioritize
- Lack of initiatives
- High utility costs
- All of these barriers are connected. Without access to childcare, parents can't work. Without access to healthcare, people may miss work due to illness.
- I am not an LMI resident so how am I supposed to know what the greatest barriers these residents face in College Station.
- Poor life choices
- I do not know
- Lack of traditional roles of parenting and father figure
- High rental and purchase costs due to high taxes and development fees

- Affordable family entertainment
- Need more trades training for people who are not students or who are in remedial (like SOS) situations.
- Dream big: light rail project down welborn connecting campus to all the college housing all the way to down town bryan.
- Will to work
- Even sponsoring shared housing like the college kids do.
- Trades

Q8. How should HUD grant funding (CDBG and HOME) be allocated to address the needs of LMI residents?

- Mass transit. Or housing through in-fill.
- Will HUD grants get us an expanded bus service?
- Utility assistance
- Mental health facilities
- What are the needs of LMI residents?
- What can we do to make living in the city easier for those without a car? Most of the people I have met that are effectively homeless became so because they chose to keep their care over paying their rent.
- Uber Or other ride share
- More government boondoggle stuff
- I do not know
- Drug screening ans background checks before each payment
- It shouldn't
- By lowering taxes and fees
- Get a job – i worked for my house, so can everyone else that has and IQ above 83

Q9. What areas need the most improvements to better support LMI residents in College Station?

- Mental health services and facilities
- housing for single moms and prenatal care
- I am not an LMI resident so how am I supposed to know what needs the most improvements to better support those residents?
- I do not know
- Housing assistance
- None
- None

- Lower development fees and property taxes

Q10. What improvements to public transportation would benefit LMI residents in College Station?

- Shorter routes so they are not spending so much time on a bus. So… more busses
- Microtransit
- Actual bus stops are needed. Have the routes go to places like shopping centers, schools, Texas A&M. Offer a "Park & Ride" service from say, Post Oak Mall to campus, or south CS to College Station City Hall. Bus routes should also service food pantries.
- For what its worth, I regularly use and love our Brazos Transit District buses. I think they are a great asset.
- Rideshare
- Subsidized Uber
- How big is college station? Yeah add more of everything and have govt pay for it – that's a winner
- I do not know
- Ride share
- Better coverage with more appropriate equipment. Buses operated by BTI are far too large for many streets, and operate virtually empty 90% of the time. The routes do a very poor job of serving the community, and need to be analyzed and re-thought.
- None.
- None
- Lower development fees and property taxes leaving more money in the hands of taxpayers.
- Municipal Uber
- Actually stops and not just the bus stops wherever on busy roads almost causing accidents
- Get a job
- None
- Fixed stops with coverings for people to be under during inclement weather
- none
- It would be great if bus systems were integrated into apple or Google Maps as on method to get from point A to B.
- Raising carryon bag amount for food pantry participants. (only 2 bags allowed currently)
- BTD doesn't provide services over the weekend.

- Weekend and evenings
- Why do they limit the amount of bags you can bring on a bus, where can I purchase a card and add credits to my account, Create an App, Work with Rual Counties to provide services to those who need rides into B/CS for services
- More buses and door to door for seniors. More routes so employees without vehicles can maintain jobs which would then lower the unemployment numbers
- Metro centers to access transportation
- N/A

Q 14. Any additional comments or feedback?

- Transportation increase would be great allowing weekend service even if the hours are 9-5pm
- Costs of vehicle ownership are stupid high especially now. Mas transit would mean owning a car isn't a requirement to live here.
- Thank you for doing this. Also you should do education for those who own rental properties about how to get into the programs to qualify their homes for the ability to house those in federal housing programs. Even if three owners decide to do this, you have SOME new affordable housing available. Or, connect them with charities that do this on their behalf and house poor families. Not everyone is greedy if they understand the need.
- I think affordable housing is needed, just not in new neighborhoods. There are plenty of older more affordable places.
- Sincere thanks for your service to the community.
- I don't even know how to define "affordable housing" but surely some housing could be built that is "no frills" and lower cost. Public transit in this community is abysmal. I rarely see anyone on the BTD buses. Standing on the side of the road and flagging down a bus is ridiculous.
- This was not a very well put together survey. The city needs to hear from the LMI residents not from the general population. To increase response rates among LMI populations, consider a small incentive (e.g., a chance to win a $25 grocery gift card). The wording of the survey itself is also problematic. Below is how I would have written the survey: Section 1: Household Information To ensure we are hearing from LMI residents, please select your household size and total annual income range: 1. How many people live in your household? [] 1 [] 2 [] 3 [] 4 []5+ 2. Is your total annual household income less than the amount listed for your household size? (Based on the 2025/2026 HUD 80% AMI limits for Brazos County) 1 Person: $49,600 2 Persons: $56,650 3 Persons: $63,750 4 Persons: $70,800 5 Persons: $76,500 [] Yes (Classified

as LMI) [] No [] Prefer not to answer Section 2: Identifying Barriers 3. What are the biggest challenges you face in College Station? (Select top 3) [] Finding affordable rental housing [] Cost of home repairs/maintenance [] Lack of reliable transportation/bus routs [] Access to affordable childcare [] High cost of utilities (water, electricity) [] Access to mental health or substance abuse services [] Finding a job that pays a living wage Section 3: Prioritizing Funding 4. Housing Programs: If the City has $100 to spend on housing, how would you split it? $____ Down payment assistance for first-time buyers $___ Repairs/weatherization for existing homeowners $___Building new affordable rental units $___ Security deposit assistance for renters. 5. Public Services: Which of these "People-Focused" programs are most needed? [] Youth after school and summer programs [] Senior services (meals, social connection, transport) [] Job training and certification programs [] Legal services for tenant/landlord disputes [] Food pantry and nutrition programs 6. Public Facilities: Which "Place-Focused" improvements would most help your neighborhood? [] New or improved sidewalks and street lighting [] Park improvements (playgrounds, trails) [] Community centers or health clinics [] Drainage and flooding improvements Section 4: Open Feedback 7: Is there a specific barrier or need in your neighborhood that we haven't mentioned? (Text box for open-ended response)

- Just because these funds are available doesn't mean you have to apply for them.
- We spend a lot on busses. We can do better.
- As a former CDBG Board member in CS, transitional services to help people get on their feet, so to speak, are needed vs. programs that create long-term dependence on government funding. Example: Habitat for Humanity, Unlimited Potential, job search/training assistance.
- This is not a serious survey and I can believe it was put out by unserious college station government people who are set in their own ways – why do you want to change college station so badly? Clean up your messes first and then lower taxes and gee that might help everyone. Then quit spending taj mahal projects and lower more taxes. Man then a lot more people might move in. – I love how y'all say but our taxes are all ready low and then put out a survey that will spend taxpayer money. But but but it's federal money – no it's the peoples money-people paying taxes and this survey is giving to people who don't pay federal taxes
- I am not a LMI resident. I hope you are reaching out to the LMI community to get their feedback.
- Transactional living opportunities and skill development for young adults.

- Our city staff looks at LMI individuals as a drain on city resources, and affordable homes as a drag on our community.
- We do not need additional low-income housing. Current complexes of HUD should be reduced or eliminated.
- Transitional housing is a definite issue.
- I feel confident you will do the right thing.
- Non retail jobs & non student Housing of all types are the two greatest need in the City of College Station
- I am not in the LMI demographic now, but I once was. It is hard to be a working, single parent who wants their kids to go to good schools and be able to afford housing in CSISD. We need more opportunities for families and for people who are really trying to get ahead while working and contributing. Not handouts. We need "hand ups" to paraphrase Habitat for Humanity.
- Get a job if you want a nice house.
- HUD and Assistance should first be screened by drug use and criminal activity. Current HUD housing apartments such as Southgate 134 Luther, The Vibe, and The Atrium (500 and 505 Harvey) should be removed from HUD and potentially demolished if they can not be turned around.
- We need higher paying jobs, affordable housing and support for self-substance, not bus routes.
- High cost of living impacts the lowest income residents the most. Lack of transportation, or transportation that runs every day, impacts people on shift work. Improvements needed in transpo options!
- I gave my life savings to purchase a starter home before the price of housing shot up. If I were looking to buy a starter home today it would be out of reach and I'd like to think I make a good salary. Additionally, should I lose my job today, I would need to move to a bigger market (e.g. Dallas, Austin, Houston, etc.) to get a job that makes a livable wage. While I enjoy college station, it seems like the town with the largest land grant institution in its back yard would have other job opportunities that can retain and keep individuals between ages 25-35 better.
- Infrastructure needs to be in place before more building is approved. The lack of water and water pressure is a huge concern in the area because of all the building that is going on.
- Thank you!
- College Station has so many students and the apartments are priced for people making or having access to more money monthly so if you are a single parent or a

retired senior citizen with one income making just above minimum wage a $950. to 1200.00 monthly rent is not doable.

- Thank you for taking the time to ask about what needs are needing to be addressed in the City of College Station.
- Housing, transportation, and lack of well paying jobs (with limited education) are lacking
- Need more affordable housing
- So many seniors have complained about the transit system, the long wait and availability.

Point -in- Time Count Results

On January 22, 2026, the Brazos Valley Coalition for the Homeless conducted its annual Point-in-Time Count, a critical effort to assess the scope of homelessness across the region. Survey teams covered Brazos, Leon, Milam, Burleson, Grimes, Madison, and Robertson counties to provide and accurate snapshot of individuals experiencing homelessness.

This year's count identified 63 individuals experiencing unsheltered homelessness, a decrease of two compared to 2025. Brazos County – the only urban county included – reported the largest reduction, with nine fewer unhoused individuals. In contrast, most surrounding rural counties experienced increases, with only three counties showing no rise.

These findings play an essential role in guiding local strategies to address homelessness and ensuring that resources are effectively directed to those most in need.

Count Area/Sub Area	2025 Unsheltered	2026 Unsheltered	+/- Change
Brazos – Bryan	41	33	-8
Brazos – College Station	5	4	-1
Brazos – Texas A&M University	0	0	0
Burleson	4	4	0
Grimes	2	5	+3
Leon	1	0	-1
Madison	0	3	+3
Milam	3	4	+1
Robertson	9	10	+1
Total:	65	63	-2

McKinney-Vento Information

College Station ISD

The McKinney-Vento Homeless Assistance Act is a federal law that ensures educational stability and support for PreK-12 children and youth experiencing homelessness. It defines homelessness broadly-ranging from living in shelters, cars, or "doubled-up" housing due to economic hardship – and guarantees rights such as immediate school enrollment, transportation, access to free meals and health services, and support of a designated school liaison to assist with stability and connection to resources.

The City of College Station has maintained a long-standing partnership with College Station ISD, collaborating on multiple initiatives funded by HUD and other federal sources:

- Kids Klub after school program
- COVID-19 rental assistance to support families and staff during the pandemic

Currently, federal funds from the HOME-ARP (American Rescue Plan) grant are being delivered through Twin City Mission via the L.E.A.D. Program. This program actively partners with CSISD to support McKinney-Vento – identified families through comprehensive services:

- Housing assistance
- Trauma-informed case management
- Financial education
- Life-skills coaching
- Benefits navigation

Together, these services foster family self-sufficiency and stability.

Glossary of Terms and Acronyms

ACS	**American Community Survey**	**AI**	**Analysis of Impediments**
BVCAA	**Brazos Valley Community Action Agency**	**BVCAP**	**Brazos Valley Community Action Programs**
BVCH	**Brazos Valley Coalition for the Homeless**	**BVCIL**	**Brazos Valley Center for Independent Living**
BVCOG	**Brazos Valley Council of Governments**	**CFR**	**Code of Federal Regulations**
CD	**Community Development**	**CDBG**	**Community Development Block Grant Program**
CHAS	**Community and Housing Affordability Strategy**	**CHDO**	**Community and Housing Development Organization**
CPD	**Community Planning and Development**	**CAPER**	**Consolidated Annual Performance and Evaluation Report**
CoC	**Continuum of Care**	**DV**	**Domestic Violence**
ESG	**Emergency Shelter Grant**	**FMR**	**Fair Market Rent**
FSS	**Family Self-Sufficiency**	**FEMA**	**Federal Emergency Management Agency**
FHA	**Federal Housing Administration**	**FY**	**Fiscal Year**
HOME	**Home Investment Partnerships Program**	**HFA**	**Housing Finance Agency**
HOPWA	**Housing Opportunities For Persons with AIDS**	**IDIS**	**Integrated Disbursement and Information System**
LURA	**Land Use Restriction Agreement**	**LIHTC**	**Low-Income Housing Tax Credit**
LULAC	**League of United Latin American Citizens**	**MSA**	**Metropolitan Statistical Area**
OMB	**Office of Management and Budget**	**PJ**	**Participating Jurisdiction**
PHA	**Public Housing Agency**	**TBRA**	**Tenant-Based Rental Assistance**
TDHCA	**Texas Department of Housing and Community Affairs**	**HUD**	**U.S. Department of Housing and Urban Development**

Acquisition: Obtaining real property, following state and federal regulatory requirements, for the purpose of preparing a proposed, eligible city activity.

Affordable Housing: In general, housing for which the occupant(s) is/are paying no more than 30 percent of his or her income for gross housing costs, including utilities.

Allocation: Funds set aside for a particular approved activity.

American Community Survey (ACS): A nationwide survey designed to provide communities, with a fresh look at how they are changing. It is a critical element in the Census Bureau's reengineered 2010 census plan. the ACS collects information such as age, race, income, commute time to work, home value, veteran status, and other important data from U.S. households.

Analysis of Impediments (AI): A review of impediments or barriers that affect the rights of fair housing choice. It covers public and private policies, practices, and procedures affecting housing choice. The AI serves as the basis for fair housing planning, provides essential information to policymakers, administrative staff, housing providers, lenders, and fair housing advocates, and assists in building public support for fair housing efforts.

Area of Minority Concentration: Any neighborhood in which the percentage of households in a particular racial or ethnic minority group is at least 10 percentage points higher than the percentage of that minority group for the MSA.

Area of Low-Income Concentration: A census tract where over 51% of the population consists of households with incomes below 80%.

Blighted Structure: A structure is blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety and public welfare.

Brazos Valley Community Action Agency (BVCAA): Local non-profit service provider agency, providing a variety of services to the low-income and special needs population.

Brazos Valley Community Action Programs (BVCAP): Local non-profit service provider agency, providing a variety of services to the low-income and special needs population.

Brazos Valley Coalition for the Homeless (BVCH): Coordinates planning to address homeless and shelter needs in the Brazos Valley.

Brazos Valley Center for Independent Living (BVCIL): Local non-profit service provider agency, providing independent living skills and support to persons with disabilities.

Brazos Valley Council of Governments (BVCOG): Multi-County consortia agency that provides low-income housing assistance programs to the multi-county region it serves.

Brownfield: Abandoned, idled, and underused industrial and commercial facilities where expansion and redevelopment is burdened by real or potential environmental contamination.

Census Tract: A small, relatively permanent statistical subdivision of a county or statistically equivalent entity, delineated for data presentation purposes by a local group of census data users or the geographic staff of a regional census center in accordance with Census Bureau guidelines.

Chronically Homeless Individual: A homeless individual with a disability who lives either in a place not meant for human habitation, a safe haven, or in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. In order to meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last 3 years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least 7 nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.

Code of Federal Regulations (CFR): The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and

agencies of the federal government. It is divided into 50 titles that represent broad areas subject to federal regulation. Each volume of the CFR is updated once each calendar year and is issued on a quarterly basis.

Community Development (CD): The Community Development Division of the City of College Station Planning and Development Services.

Community Development Block Grant Program (CDBG): Created under the Housing and Community Development Act of 1974, this program provides grant funds to local and state governments to develop viable urban communities by providing decent housing with a suitable living environment and expanding economic opportunities to assist low-and moderate-income residents. CDBG replaced several categorical grant programs, such as the Model Cities program, the Urban Renewal program, and the Housing Rehabilitation Loan and Grant program.

Community and Housing Affordability Strategy (CHAS): HUD-created dataset to demonstrate the number of households in need of housing assistance.

Community and Housing Development Organization (CHDO): A type of nonprofit housing provider that must receive a minimum of 15% of all Federal HOME Investment Partnership funds. The primary difference between CHDO and other nonprofits is the level of low-income resident participation on the Board of Directors

Community Planning and Development (CPD): HUD's Office of Community Planning and Development seeks to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income persons. The primary means toward this end is the development of partnerships among all levels of government and the private sector, including for-profit and nonprofit organizations.

Consolidated Annual Performance and Evaluation Report (CAPER): A report that grantees (organizations receiving HUD funding) use to document and report on their accomplishments and performance against the goals and objectives outlined in their Consolidated Plan.

Consolidated Plan: A document written by state or local government describing the housing needs of the low-and moderate-income residents, outlining strategies to meet these needs, and listing all resources available to implement the strategies. This document is required in order to receive HUD Community Planning and Development funds.

Continuum of Care (CoC): A comprehensive system for moving individuals and families from homelessness to permanent housing by providing services (e.g. job training, counseling, budget counseling, education, etc.)

Cost Burden: The extent to which gross housing costs, including utility income, exceed 30% of gross income, based on available data from the U.S. Census Bureau.

Demolition: The act of removing a structure, or component of a structure, in order to prepare a project site for an eligible activity. Waste materials from the demolition are discarded in an appropriate landfill.

Dilapidated Housing: A housing unit that does not provide safe and adequate shelter, and in its present condition endangers the health, safety or well-being of the occupants. Such a housing unit shall have

one or more critical defects, or a combination of intermediate defects in sufficient number of extents to require considerable repair or rebuilding. Such defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

Domestic Violence (DV): Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitation with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws or the jurisdiction.

Elderly Person Household: A household composed of one or more persons at least one of whom is 62 years of age or more at the time of initial occupancy.

Emergency Shelter: Any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

Emergency Shelter Grant (ESG) Program: A federal CPD program grant designed to help improve the quality of existing emergency shelters for the homeless, to make additional shelters available, to meet the costs of operating shelters, to provide essential social services to homeless individuals, and to help prevent homelessness. ESG also provides short-term homeless prevention assistance to persons at imminent risk of losing their own housing due to eviction, foreclosure, or utility shutoffs.

Environmental Review: An evaluation of a project and its potential environmental impacts to determine whether it complies with all applicable environmental laws and authorities. All HUD-assisted projects are required to undergo an environmental review to evaluate environmental impacts.

Fair Housing Act: 1968 act (amended in 1974 and 1988) providing the HUD Secretary with fair housing enforcement and investigation responsibilities. A law that prohibits discrimination in all facets of the homebuying process on the basis of race, color, national origin, religion, sex, familial status, or disability.

Fair Market Rent (FMR): Primarily used to determine payment standard amounts for the Housing Choice Voucher program, to determine initial renewal rents for some expiring project-based Section 8 contracts, to determine initial rents for housing assistance payment contracts in the Moderate Rehabilitation Single Room Occupancy program, and to serve as a rent ceiling in the HOME rental assistance program.

Fair Market Value: The amount of money that would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy.

Family Self-Sufficiency (FSS): A U.S. Department of Housing and Urban Development (HUD) initiative designed to help families in public and Housing Choice Voucher programs achieve economic independence.

Federal Emergency Management Agency (FEMA): Administers funds to local emergency service organization for responses to emergency situations.

Federal Housing Administration (FHA): Provides mortgage insurance on loans made by FHA-approved lenders throughout the United States and its territories. FHA insures mortgages on single-family,

multifamily, and manufactured homes and hospitals. It is the largest insurer of mortgage in the world, insuring over 34 million properties since its inception in 1934.

Fiscal Year (FY): The budget calendar year whereby all accounting transactions commence and complete.

Frail Elderly: An elderly person (62+) who is unable to perform at least three activities of daily living, such as eating, dressing, bathing, grooming, or household management.

Gross Annual Income: The total income, before taxes and other deductions, received by all members of the tenant's household. There shall be included in this total income all wages, social security payments, retirement benefits, military and veteran's disability payments, unemployment benefits, welfare benefits, interest and dividend payments and such other income items as the Secretary considers appropriate.

Home Investment Partnerships Program (HOME): Provides formulas grants to states and localities that communities use- often in partnership with local nonprofit groups to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership, or to provide direct rental assistance to low-income people.

Homeless Person: An individual who lacks a fixed, regular, and adequate nighttime residence; as well an individual who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations, an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Homeless Prevention: Activities or programs designed to prevent the incidence of homelessness, including, but not limited to: (1) short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices; (2) security deposits or first month's rent to permit a homeless family to move into its own apartment; (3) mediation programs for landlord-tenant disputes; (4) legal services programs that enable representation of indigent tenants in eviction proceedings; (5) payments to prevent foreclosure on a home; and (6) other innovative programs and activities designed to prevent the incidence of homelessness.

Household: All the people who occupy a housing unit. A household includes the related family members and all the unrelated people, if any such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers, is also counted as a household.

Housing Finance Agency (HFA): State or local agencies responsible for financing and preserving low- and moderate-income housing within a state.

Housing Market Area: A geographic region from which it is likely that renters/purchasers would be drawn for a given housing project. A housing market area most often corresponds to a Metropolitan Statistical Area (MSA).

Housing Opportunities for Persons with AIDS (HOPWA): Provides housing assistance and supportive services to low-income people with HIV/AIDS and their families. HOPWA funds may also be used for

health care and mental health services, chemical dependency treatment, nutritional services, case management, assistance with daily living, and other supportive services.

Housing Problems: Households with housing problems including physical defects, overcrowding and cost burden. Overcrowding is a housing unit containing more than one person per room.

HUD USER: An information resource from HUD's Office of Policy Development and Research offering a wide range of low- and no-cost content of interest to housing and community development researchers, government officials, academics, policymakers, and the American public. HUD USER is the primary source for federal government reports and information on housing policy and programs, building technology, economic development, urban planning, and other housing-related topics.

Intergrated Disbursement and Information System (IDIS): A real-time, online database used by the U.S. Department of Housing and Urban Development (HUD) for Community Planning and Development (CPD) activities, including CDBG, HOME, ESG, and HOPWA grant programs.

Indian Tribe: Any Indian tribe, band, group, and nation, including Alaska Indians, Aleuts, and Eskimos, and any Alaskan Native Village, of the United States, which is considered and eligible recipient under the Indian Self-Determination and Education Assistance Act or was considered an eligible recipient under chapter 67 of title 31 prior to the repeal of such chapter.

Jurisdiction: A state or unit of general local government.

Land Bank: a governmental or nongovernmental nonprofit entity established, at least in part, to assemble, temporarily manage, and dispose of vacant land for the purpose of stabilizing neighborhoods and encouraging re-use or redevelopment of urban property.

Land Use Restriction Agreement (LURA): A legal contract that limits how a property can be used, often for specific duration, in exchange for certain benefits.

Lead-Based Paint Hazard: Any condition that causes exposure to lead form lead-contaminated dust, soil, or paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

Low Income: Household whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

Low-Income Housing Tax Credit (LIHTC): A tax incentive intended to increase the availability of low-income housing. The program provides an income tax credit to owners of newly constructed or substantially rehabilitated low-income rental housing projects.

League of United Latin American Citizens (LULAC): Civil rights organization that advocates for the rights of Hispanic Americans, particularly those of Latin American descent.

Manufactured Home: A structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width, or 40 body feet or more in length, or which when erected onsite is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure. This term includes all structures that meet the above requirements except the size requirements and with respect to which

the manufacturer voluntarily files a certification pursuant to 24 CFR 3282.13 and complies with the construction and safety standards set forth in this 24 CFR 3280.

Market Value: The most probable price that a property should bring in a competitive and open market, provided that all conditions requisite to a fair sale are present, the buyer and seller are knowledgeable and acting prudently, and the price is not affected by any undue stimulus.

Metropolitan Statistical Area (MSA): An area with at least one urbanized area of 50,000 or more population, plus adjacent territory that has a high degree of social and economic integration with the core, as measured by commuting ties.

MHMR Authority of Brazos Valley- A public non-profit that provides mental health services for individuals with intellectual and developmental disabilities.

Microenterprise: A commercial enterprise that has five or fewer employees, one or more of who owns the enterprise.

Minority-Owned Business- A business in which more than 50 percent of the ownership or control is held by one or more minority individuals; and more than 50 percent of the net profit or loss of which accrues to one or more minority individuals.

Moderate Income: Household whose incomes are between 81 percent and 95 percent of the median income for the area, as determined by HUD, with adjustments for smaller or larger families. HUD may establish income ceilings higher or lower than 95 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs, fair market rents, or unusually high or low family incomes.

Office of Management and Budget (OMB): Assists the President in overseeing the preparation of the federal budget and supervises its administration in Executive Branch agencies. In helping to formulate the President's spending plans, OMB evaluates the effectiveness of agency programs, policies, and procedures, assesses competing funding demands among agencies, and sets funding priorities. OMB ensures that agency reports, rules, testimony, and proposed legislation are consistent with the President's Budget and with Administration policies. In addition, OMB oversees and coordinates the Administration's procurement, financial management, information, and regulatory policies. In each of these areas, OMB's role is to help improve administrative management, to develop better performance measures and coordinating mechanisms, and to reduce any unnecessary burdens on the public.

Prohibited Bases: Civil rights statutes establish the demographic categories by which discrimination is prohibited. Under the Fair Housing Act, the prohibited bases are race, color, religion, sex, national origin, familial status, and disability.

Participating Jurisdiction (PJ): A state or a unit of general local government that receives and uses federal funds to carry out housing strategies.

Protected Classes: Demographic categories of persons established by civil rights statutes against whom discrimination is prohibited.

Public Housing Agency (PHA): Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities that is authorized to engage or assist in the development or operation of low-income housing under the U.S. Housing Act of 1937.

Rehabilitation: The labor, materials, tools, and other costs of improving buildings, other than minor or routine repairs. The term includes where the use of a building is changed to an emergency shelter and the cost of this change, and any rehabilitation costs does not exceed 75 percent of the value of the building before the change in use.

Section 108: This program allows cities and counties to leverage their Community Development Block Grant (CDBG) funds to access low-interest, low-cost financing for various community development projects.

Section 202: Provides capital advance to finance the construction, rehabilitation or acquisition (with or without rehabilitation) of structures that will serve as supportive housing for very-low-income elderly persons, including the frail elderly, and provides rent subsidies for the projects to help make them affordable.

Section 8 Existing Rental Assistance: Provides rental assistance to low-income families who are unable to afford market rents. Assistance may be in the form of vouchers or certificates.

Section 8 Homeownership Program: Allows low-income families who qualify for Section 8 rental assistance to use their certificates or vouchers to pay for homeownership costs under a mortgage.

Special Needs Population: Persons who are not homeless but require supportive housing. This includes but is not limited to elderly; frail elderly; persons with mental, physical, and/or developmental disabilities; persons with alcohol or other drug addiction; persons with HIV/AIDS and their families; and victims of domestic violence, dating violence, sexual assault, and stalking.

Standard Condition: Improvements/structures which are determined to be in compliance with the City of College Station Building Codes.

Substandard Condition: Improvements/structures which are determined to be in compliance with the City of College Station Building Codes.

Substandard-Suitable for Rehabilitation (Repairable): A structure which is structurally sound, and for which the cost to address the identified City of College Station Building Code deficiencies will not cause total property indebtedness to exceed 90% of the after-rehabilitation property value.

Substandard- Not Suitable for Rehabilitation (Non-Repairable):

> **1) Structurally Infeasible for Rehabilitation:** An improvement/structure in which the majority of the primary structural components have deteriorated to the extent that the physical integrity is seriously compromised. The structure can only be brought into code compliance through new construction activities.

2) Economically Infeasible for Rehabilitation: An improvement/structure for which the cost required to address the identified City of College Station Building Code deficiencies will cause the total property indebtedness to exceed the after-rehabilitation property value.

Tenant-Based Rental Assistance (TBRA): HUD assist low-and very low-income families in obtaining decent, safe, and sanitary housing in private accommodations by making up the difference between what they can afford and the approved rent for an adequate housing unit.

Texas Department of Housing and Community Affairs (TDHCA): State agency that receives and administers federal funding for all the major HUD sponsored grants.

Transitional Housing: A project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

U.S. Census Bureau: Serves as the leading source of quality data about our nation's people and economy.

U.S. Department of Housing and Urban Development (HUD): Established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships-particularly with faith-based and community organizations-that leverage resources and improve HUD's ability to be effective on the community level.

Vacant Unit: A dwelling unit that has been vacant for not less than nine consecutive months.

Very Low-Income: Households whose incomes do not exceed 50 percent of the median area income for the area, as determined by HUD, with adjustments for smaller and larger families and for areas with unusually high or low incomes or where needed because of facility, college, or other training facility; prevailing levels of construction costs; or fair market rents.

Woman-Owned Business: A business in which more than 50 percent of the ownership or control is held by one or more women; and more than 50 percent of the net profit or loss of which accrues to one or more women; and a significant percentage of senior management positions of which are held by women.

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

2025 UPDATE



TO SATISFY THE REQUIREMENTS OF 24 CFR § 91.225(A)(1)

(ORIGINAL STUDY, 1996)

FOR QUESTIONS OR COMMENTS, PLEASE CONTACT THE:

COMMUNITY DEVELOPMENT DIVISION
PLANNING & DEVELOPMENT SERVICES DEPARTMENT
1101 TEXAS AVENUE
COLLEGE STATION, TX 77842
(979) 764-3488

Executive Summary

Purpose of the Analysis of Impediments to Fair Housing Choice

The Analysis of Impediments to Fair Housing Choice (AI) is a foundational component of the City of College Station's 2025-2029 Consolidated Plan. It updates previous studies conducted in 1996, 2005, 2015, 2020, and 2025, and is designed to fulfill federal requirements outlined in 24 CFR 91.225 (a)(1) under the "Certifications" section.

This regulation requires jurisdictions to affirmatively further fair housing, which includes:

- Conducting a thorough analysis to identify barriers to fair housing choice,
- Taking meaningful actions to address those barriers, and
- Maintaining documentation of both the analysis and the steps taken.

According to the U.S. Department of Housing and Urban Development (HUD), impediments to fair housing choice are any actions, omissions, or decisions – based on race, color, religion, sex, disability, familial status, or national origin – that limit or restrict access to housing opportunities.

While HUD does not directly approve the AI, a summary of its findings is a required element of the City's Consolidated Plan. HUD encourages jurisdictions to use the AI as a strategic tool to:

- Inform fair housing policy and planning,
- Guide decision-making for local officials, housing providers, lenders, and advocates, and
- Build public awarenesses and support for fair housing initiatives.

The AI must be updated every three to five years to remain current and responsive to evolving community needs.

Key Objectives of the AI Update:

- Identify existing impediments to fair housing choice within the City of College Station
- Recommend actionable strategies to address and overcome those impediments
- Document the City's commitment to fair housing as part of its broader planning and compliance efforts

Summary of key findings specific to College Station.

The City of College Station's Analysis of Impediments to Fair Housing Choice has identified several key concerns that may impact equitable access to housing within the community:

Identified Fair Housing Concerns:

- **Decline in Fair Housing Complaints**
  The decreasing number of complaints suggests that public education and outreach efforts have been effective. Residents appear to be well-informed about their rights and are successfully navigating the complaint process. Additionally, professionals such as real estate agents and mortgage lenders are demonstrating compliance with fair housing laws.
- **Concentration of Dilapidated Housing**
  A significant portion of the City's substandard housing is located in low-to moderate-income neighborhoods, which also tend to be areas of minority concentration.
- **Advertising Practices**
  A review of local housing advertisements indicates a need for greater inclusion of fair housing logos, diverse representation in imagery, and bilingual content to ensure accessibility and compliance.
- **Mortgage Loan Disparities**
  Analysis of 2024 Home Mortgage Disclosure Act (HMDA) data reveals that minority and low/moderate-income applicants experience higher denial rates compared to White and/or higher-income applicants.
- **Rental Housing Denials**
  The majority of fair housing complaints in College Station pertain to the denial of rental housing opportunities.
- **Scattered-Site Housing Strategy**
  The City continues to support scattered-site, low-density affordable housing development as a strategy to prevent concentrated areas of poverty.
- **"No HUD" Rental Advertisements**
  Some rental listings include "No HUD" language, which restricts housing access for voucher recipients and may violate fair housing standards.

Recommended Actions

To address these concerns and advance fair housing efforts, the following actions are recommended:

- **Expand Fair Housing Education and Outreach**
  Increase the distribution of fair housing materials through digital platforms, public libraries, and public service media to reach a broader audience.
- **Continue Housing Rehabilitation Efforts**
  Maintain and enhance programs that target the rehabilitation and reconstruction of housing in low-to moderate-income, minority neighborhoods.
- **Promote Non-Discriminatory Advertising**
  Collaborate with local lenders, insurers, and housing providers to ensure inclusive and compliant advertising practices.
- **Support Affordable Housing Development**
  Partner with Housing Tax Credit developers to build safe, affordable, and sustainable rental housing, with a focus on serving low-income elderly residents.
- **Affirmative Marketing Requirements**
  Continue requiring developers of projects with five or more HOME-assisted units to submit an Affirmative Fair Housing Marketing Plan based on HUD form 935.2.
- **Education on Section 8 Housing Choice Voucher Program**
  Increase public awareness to reduce stigma and resistance toward HUD-sponsored housing participants.
- **Promote Equity in Lending**
  Engage private lenders in discussions on equitable loan approval practices, while also supporting minority and low-income applicants in preparing strong loan applications and understanding financial literacy fundamentals.

Introduction

The Fair Housing Act (FHA), enacted in 1968 as Title VII of the Civil Rights Act, is a cornerstone of civil rights legislation in the United States. Its primary purpose is to eliminate housing discrimination and promote residential integration. The Act prohibits discrimination in housing-related transactions- including renting, selling, financing, and advertising-based on:

- Race
- Color
- Religion
- Sex
- National origin
- Disability
- Familial status

The Fair Housing Amendments Act of 1988 expanded protections to include individuals with disabilities and families with children and strengthened enforcement mechanisms by empowering the U.S. Department of Housing and Urban Development (HUD) and private citizens to pursue legal remedies. The Supreme Court's 2015 decision in Texas Department of Housing and Community Affairs v. Inclusive Communities Project further affirmed that disparate impact claims- where polices may unintentionally discriminate – are valid under the FHA.

Local obligations under 24 CFR 91.225(a)(1)

Under 24 CFR 91.225(a)(1), the City of College Station is required by federal regulations to certify that it will affirmatively further fair housing as part of its annual submission to the U.S. Department of Housing and Urban Development (HUD). This certification is a core component of the City's compliance with federal housing regulations and is directly tied to its eligibility for funding through programs such as Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).

To meet this obligation, the City must:

- **Conduct an Analysis of Impediments to Fair Housing Choice (AI)**
  This involves identifying barriers-whether structural, policy based, or social – that limit housing access for protected classes, including race, color, religion, sex, national origin, disability, and familial status.
- **Take Meaningful Actions to Address Identified Impediments**

The City must implement strategies to eliminate or reduce these barriers, such as public education campaigns, policy reforms, and partnerships with housing providers.

- **Maintain Documentation of the Analysis and Actions Taken**
  Records must be kept to demonstrate the City's efforts and progress in affirmatively furthering fair housing. These records also inform the City's Consolidated Plan and serve as a basis for future planning.

The Analysis of Impediments completed by the Community Development Division serves as the City's formal response to this requirement. It provides a detailed assessment of local housing conditions, identifies discriminatory practices or gaps in access, and outlines actionable recommendations to promote equity in housing. While HUD does not directly approve the AI, its findings must be summarized in the City's Consolidated Plan and used to guide fair housing initiatives.

By fulfilling these obligations, the City of College Station demonstrates its commitment to creating inclusive, accessible, and equitable housing opportunities for all residents.

Description of College Station's role as a HUD grantee

The City of College Station serves as an official grantee of the U.S. Department of Housing and Urban Development (HUD), receiving federal funding to support a range of community development and housing initiatives. Through programs such as the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME), the City is empowered to address local needs related to affordable housing, public infrastructure, economic development, and social services

As a HUD grantee, College Station is responsible for:

- **Promoting Fair and Affordable Housing**

  The City works to expand access to safe, decent, and affordable housing for low- and moderate-income residents, including rehabilitation for existing homes and support for new construction.

- **Improving Public Facilities and Infrastructure**

  HUD funds are used to enhance public spaces, sidewalks, parks, and other infrastructure in underserved neighborhoods.

- **Conducting Strategic Planning and Compliance Activities**

The City prepares and maintains key planning documents such as the Consolidated Plan, Annual Action Plans, and the Analysis of Impediments to Fair Housing Choice, ensuring alignment with HUD regulations and community priorities.

- **Engaging Community Stakeholders**

Through public outreach and collaboration with local nonprofits, service providers, and residents, College Station ensures that HUD-funded programs reflect the needs and voices of the community.

- **Maintaining Regulatory Compliance**

The City must adhere to federal guidelines under 24 CFR Part 91, including the requirement to affirmatively further fair housing, monitor program performance, and report outcomes to HUD.

The Community Development Division oversees the administration of these funds, ensuring that projects are implemented effectively and equitably. College Station's role as a HUD grantee reflects its commitment to fostering inclusive growth, reducing disparities, and improving quality of life for all residents.

Methodology: data sources

The Analysis of Impediments to Fair Housing Choice draws upon a comprehensive array of data sources to ensure accuracy, relevance, and depth of insight. Key sources include:

- U.S. Census Bureau
- Texas Education Agency
- TownCharts
- Real Estate Research Center at Texas A&M University
- Bryan/College Station Association of Realtors' Multiple Listing Service
- City of College Station
- Moody Analytics
- U.S. Department of Housing and Urban Development (HUD)
- Brazos Central Appraisal District
- Federal Financial Institutions Examination Council (FFIEC)

This analysis was prepared by the City of College Station's Planning and Development Services Department, Community Development Division, whose staff led the research, data synthesis, and development of findings in accordance with federal fair housing guidelines.

Community Demographic Profile

Population trends and projections

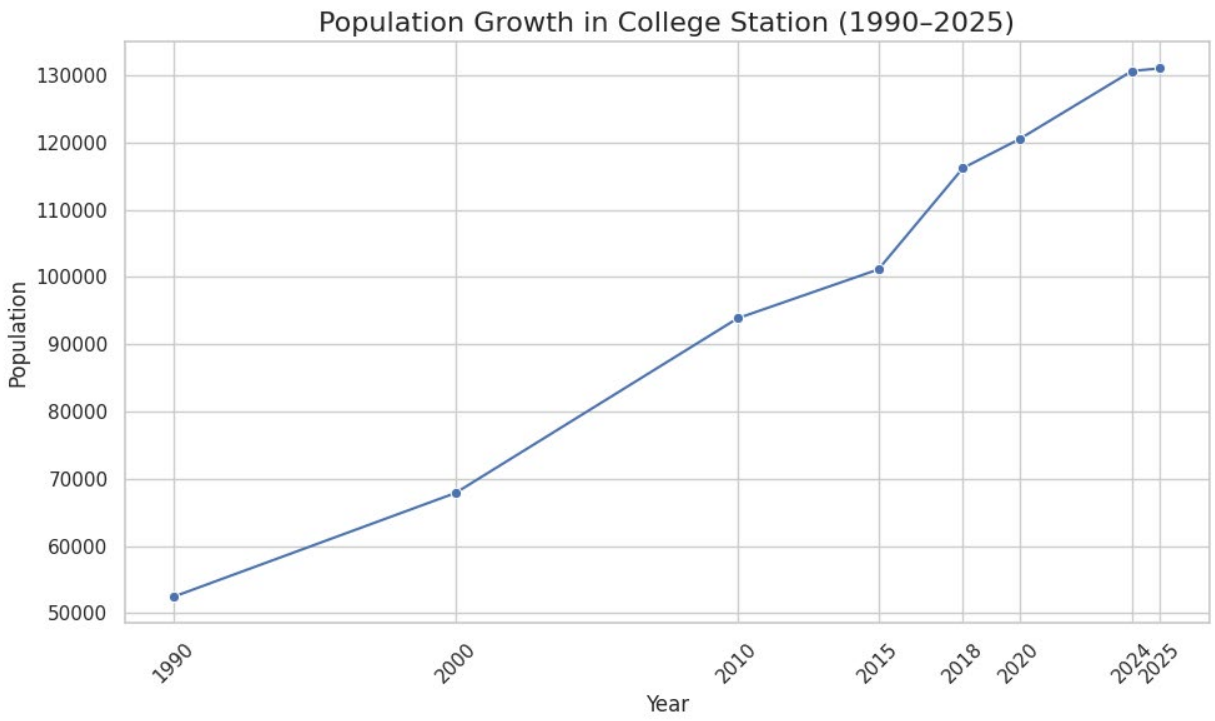
College Station continues to distinguish itself as a vibrant and rapidly expanding city. Between 2010 and 2020, the local population grew by an impressive 28%, reflecting the city's dynamic appeal and economic vitality. This growth is not isolated – neighboring communities throughout the Brazos Valley, including College Station's sister city, Bryan, and surrounding towns within the metropolitan statistical area (MSA), have also experienced notable population increases over the past decade.

According to the 2024 American Community Survey (ACS), College Station welcomed approximately 10,153 new residents from within the State of Texas and more than 2,100 individuals from international locations. These figures mark a notable increase compared to pre-pandemic migration patterns and underscore the city's continued attractiveness as a destination for both domestic and international movers. This sustained growth is expected to drive ongoing demand for housing and residential development.

In 2023, Brazos County reported a total population of 244,703, with College Station accounting for 128,391 residents and Bryan contributing approximately 116,312. As a result, College Station comprises just over half of the county's population. Notably, more than 12% of new arrivals were international or previously resided abroad, further contributing to the City's demographic diversity and housing demand.

The 2024 ACS also highlights year-over-year migration trends, indicating that College Station gained approximately 2,273 residents between December 2023 and December 2024. This growth trajectory is expected to continue, with projections estimating a population of 131,056 by the end of 2025.

Population forecasts for 2025, based on historical data from the U.S. Census Bureau and annual growth trends observed since the 2010 Decennial Census, suggest an average annual growth rate of 2.5%. At this pace, College Station is projected to reach a population of approximately 135,779 by the end of 2025.



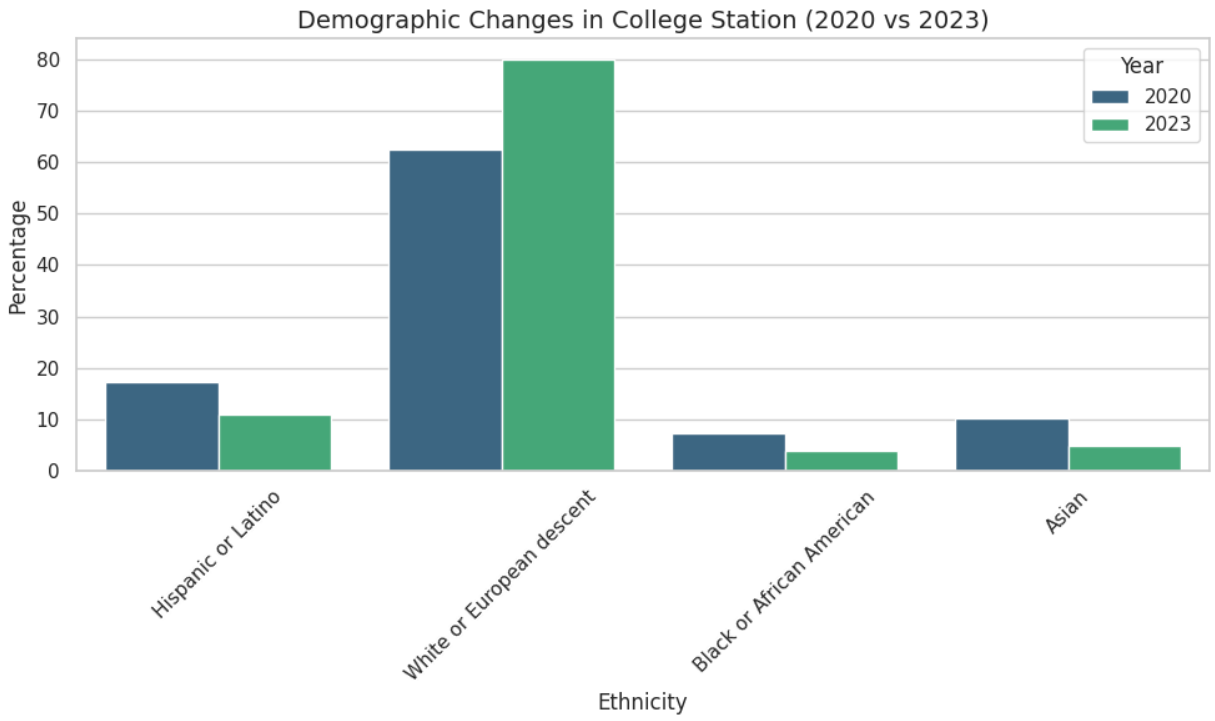
Racial, ethnic, and income composition

College Station's cultural diversity is largely influenced by the presence of Texas A&M University, which draws faculty, staff, and students from across the United States and around the globe. This academic hub contributes significantly to the City's dynamic and multicultural population.

In 2020, individuals of Hispanic and Latino origin comprised 17.2% of College Station's population, while residents of White or European descent accounted for 62.4% - a figure approximately 21 percentage points higher than the statewide average. Although College Station's overall minority representation was slightly below that of its sister city Bryan, Brazos, County, and the state of Texas, the City's demographic composition was notably broad, reflecting a diverse mix of backgrounds and cultures.

By 2023, demographic shifts were evident. The Hispanic or Latino population declined to 11%, while individuals of Black or African American origin represented 4% of the total population. The Asian community accounted for 5%, and residents of White or European descent increased to 80%. These figures mark a significant departure from the 2020 profile, which included 7.3% Black or African American residents and 10.2% Asian residents.

Despite these changes, College Station continues to serve as a regional center for cultural exchange and international engagement, maintaining its reputation as a vibrant and inclusive community.

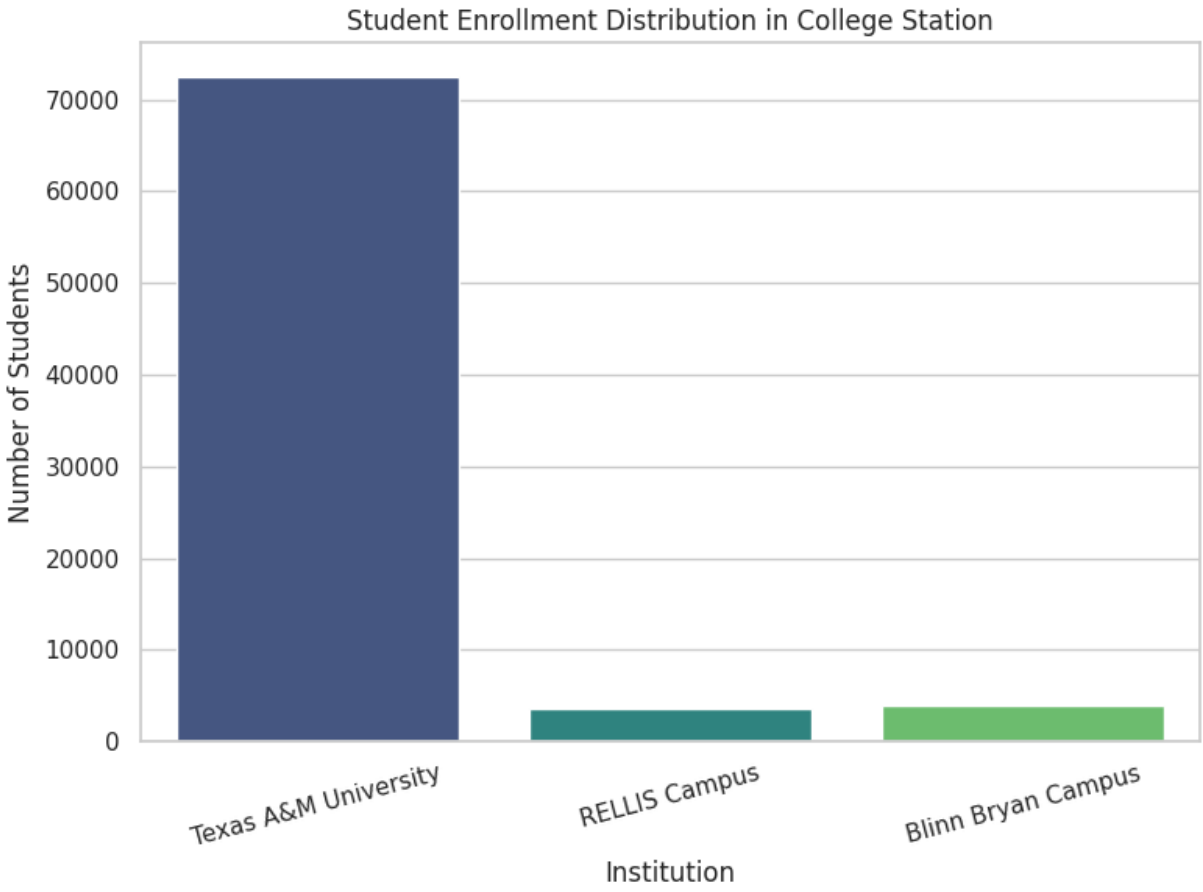


Student population impact

College Station, Texas – home to over 120,000 residents and a major hub for higher education – faces unique housing challenges shaped by its substantial student population. Anchored by Texas A&M University, the RELLIS Campus and the Blinn College Bryan Campus, the City's housing market is heavily influenced by student demand, seasonal occupancy cycles, and development patterns that prioritize students' needs over broader community affordability.

Institutional Presence and Enrollment

- **Texas A&M University:** With a total enrollment of approximately 79,114 students across all campuses, including 72,560 at the College Station campus, Texas A&M is the largest university in the U.S. by student population.
- **RELLIS Campus:** A collaborative academic site hosting students from multiple Texas A&M System institutions and Blinn College, RELLIS currently serves 3,540 students, with enrollment steadily increasing. The campus is located in the City of Bryan.
- **Blinn College Bryan Campus:** Once the largest Blinn campus, Bryan now enrolls 3,980 students, down from over 12,000 a decade ago.



Housing Market Dynamics

According to the 2020 Census and local data:

- 87% of the 48,972 housing units in College Station were occupied.
- The City contains a high concentration of multifamily units, largely developed to serve student renters.
- Single-family detached homes remain the most purchased housing type over the past five years.

The student population exerts considerable pressure on the rental market:

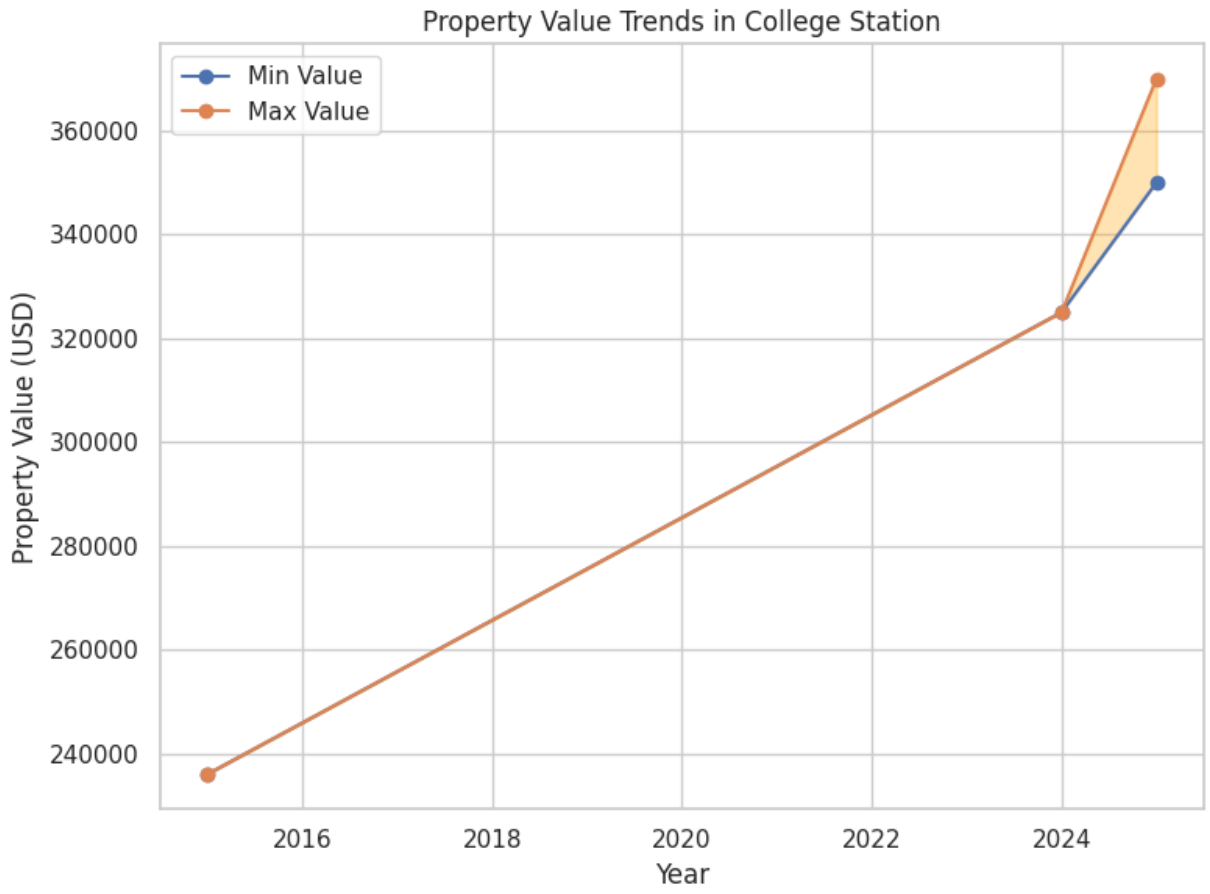
- Many landlords rent by the room; a model tailored to students but often unaffordable or unsuitable for non-student renters.
- Students typically prefer nine-month leases aligned with the academic calendar, causing seasonal fluctuations in occupancy and pricing.

- Fall lease rates are elevated due to peak demand, while summer discounts are common to offset vacancies.

Rising Property Values and Affordability Challenges

College Station has experienced a sharp rise in property values:

- In 2025, the median home sale price reached $325,000, with average sales ranging between $350,000 - $370,000.
- This marks a 66% increase from the 2015 average of $236,025, driven by limited land availability and geographic constraints.
- The City's strategic location between Houston, Austin, and Dallas further amplifies demand.



Despite ongoing development – including the addition of high-rise student housing in the Northgate District – College Station is projected to experience a housing supply shortage by 2030, which is expected to further exacerbate affordability challenges.

As outlined in the Housing Action Plan, housing affordability is not just a local issue but a broader challenge affecting communities across Texas and the nation. Key contributing factors include the rising cost of land, construction materials and labor; increased demand from remote workers and retirees relocating from higher- cost markets; and the continued need for student housing. Together, these dynamics are placing upward pressure on housing prices and limiting access to affordable options.

Senior Demographics

The City of College Station is experiencing a significant demographic shift, marked by a rapid increase in its senior population. According to the American Community Survey and the City's Housing Action Plan, adults aged 60 and older represent the fastest-growing age group, with the most pronounced growth occurring among those aged 65 to 74. This trend is driven in part by improved healthcare outcomes and a growing number of retirees – particularly former Texas A&M students, affectionately known as "Old Ags" – returning to the area for their retirement years.

This ageing population presents unique housing challenges. Many older residents live on fixed or limited incomes, face mobility and accessibility concerns, and require supportive services to maintain independence. As such, the need for affordable, accessible, and well – located senior housing is becoming increasingly urgent. The Housing Action Plan emphasizes that expanding affordable housing options for individuals aged 55 and older is essential to ensuring long-term residential stability and quality of life.

In response to market demand, developers have begun constructing senior housing communities, which are often profitable and cater to higher-income retirees. However, this trend has inadvertently diverted development incentives away from moderately priced workforce housing, deepening the affordability gap for low – and moderate – income residents.

Additionally, individuals with disabilities – many of whom are seniors – face compounded barriers in accessing suitable housing. The ACS data highlights the importance of integrating universal design principles, accessible infrastructure, and inclusive planning into future housing development to meet the needs of this growing demographic.

As College Station continues to grow and evolve, a balanced approach to housing development – one that prioritizes affordability, accessibility, and inter-agency collaboration – will be critical in supporting its aging and disabled populations.

Disability demographics

According to the 2020 American Community Survey (ACS) 5-Year Estimates, individuals with disabilities represent approximately 6.6% of College Station's total population. The largest concentration of disabled residents falls within the 18-34 age group, totaling 2,736 individuals, highlighting the need for inclusive services and housing options for younger adults with disabilities. Among residents aged 75 and older, 40% - or 1,101 individuals – report having one or more disabilities, underscoring the intersection of aging and disability – related needs.

Gender disparities are also evident, with 4,135 disabled females compared to 3,495 disabled males, suggesting potential differences in health outcomes, longevity, or access to services.

Disability varies significantly across racial and ethnic groups:

- American Indian/Alaska Native residents show the highest rate, with 29% (88 of 303 individuals) reporting a disability.
- Black/African American residents have a disability rate of 12% (1,066 of 8,900).
- White residents report a rate of 6.2%, while Asian and Hispanic populations show lower rates at 3.1% and 5.3%, respectively.

These disparities suggest that culturally responsive outreach and targeted support services may be necessary to address the unique challenges faced by specific communities.

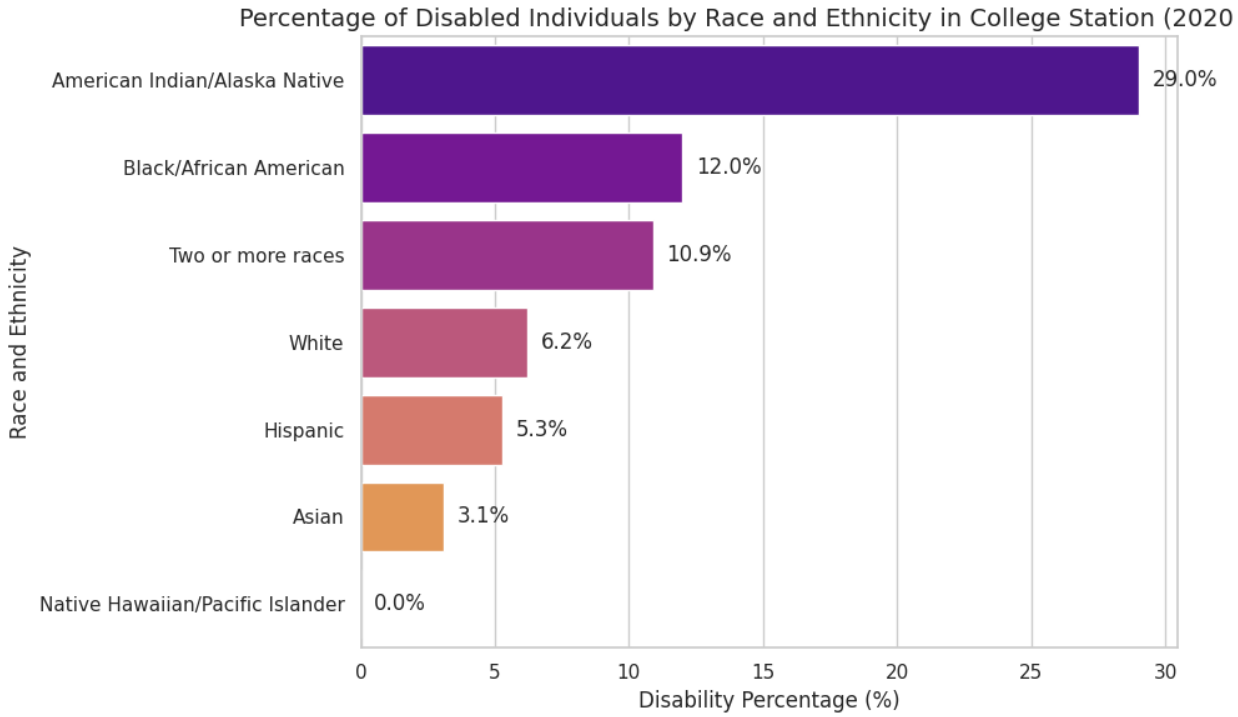
The ACS tracks six primary types of disabilities: hearing, vision, cognitive, ambulatory, self-care, and independent living difficulties. In College Station, cognitive difficulty is the most prevalent, accounting for 28% of all reported disabilities, followed by ambulatory difficulty at 22%. Many individuals experience multiple disability types, as evidenced by the 11,863 total disability instances recorded among 5,356 disabled residents.

Local nonprofit organizations play a vital role in supporting residents with disabilities. For example, Junction 505, which assists individuals in securing employment, has identified a critical need for supportive services, especially for clients with cognitive impairments. These individuals often struggle with daily tasks such as remembering to pay bills, leading to housing instability despite having sufficient income.

To address these challenges, the City of College Station provides Community Development Block Grant (CDBG) funding to several disability-focused nonprofits. Additionally, through HOME Investment Partnership Grant allocations, the City supports Elder Aid, a certified Community Housing Development Organization (CHDO). Elder Aid rehabilitates

substandard duplexes into accessible, affordable housing for income-eligible seniors and provides supportive services to help residents maintain independence.

Together, these efforts reflect College Station's commitment to foster an inclusive community where residents with disabilities have equitable access to housing, services, and opportunities for independent living.



English Proficiency Among College Station Residents

In College Station, Texas, the majority of residents – approximately 71% - report speaking only English at home, indicating a predominantly English – speaking population. The remaining 29% of residents speak a variety of other languages, with Spanish and Asian/Pacific Islander languages being the most common among them.

Within this multilingual segment, a significant portion experiences challenges with English proficiency. Residents whose primary home language is Spanish, or an Asian/Pacific Islander language are more likely to have limited English proficiency, which can impact access to public services, education, and employment opportunities.

These linguistic dynamics underscore the importance of inclusive communication strategies and language support services across the city. Addressing the needs of limited English proficient populations is essential for fostering equitable access and community engagement in College Station.

Housing Market Analysis

The housing market in College Station is undergoing continuous transformation, influenced by demographic changes, economic conditions, and evolving demand for housing. Insights from the American Community Survey (ACS) reveal significant developments since 2020, including shifts in homeownership rates, rental patterns, household composition, and the overall characteristics of the City's housing inventory.

Housing stock characteristics (age, type, condition)

College Station maintains a relatively modern housing inventory, with approximately 75% of residential units constructed after 1980. This younger housing stock contributes to a lower prevalence of dilapidated structures compared to peer communities, largely due to the influence of Texas A&M University's substantial student population. Over time, many aging or deteriorated properties have been redeveloped into student housing by private investors, supporting a steady renewal of available residential options.

The predominance of newer units also reduces the risk of lead-based paint exposure, a concern more common in municipalities with older housing inventories. To monitor and maintain housing quality, the City of College Station conducts a comprehensive survey of all residential structures every five years as part of its Consolidated Plan. This assessment categorizes housing units using a four-tier scale:

Excellent, Conservable, Substandard, and Dilapidated.

Current Housing Condition Breakdown

- **Excellent (76.64%)**
  These units are recently constructed, well-maintained, and require no visible repairs. Many were built within the last five years and reflect high standards of upkeep.
- **Conservable (19.99%)**
  Structures in this category are generally in good condition, requiring only minor maintenance such as painting or screen replacement. Repairs are typically manageable within a short timeframe.
- **Substandard (2.86%)**
  - These properties exhibit significant deficiencies beyond routine maintenance.
  - Common issues include:
  - Roof depressions or major foundation cracks
  - Leaning porches, unstable steps or railings
  - Warped or ground-contact siding (potential termite risk)

- Exposed plumbing or questionable electrical connections
- Damaged window frames, compromised weather resistance
- Cracked chimneys or improvised venting systems

Continued neglect may exacerbate these conditions, leading to further structural decline.

- **Dilapidated (0.52%)**

Units in this category pose serious health and safety risks and often require repairs exceeding 50% of the property's value. Typical indicators include:

- Large holes or missing materials in foundational or structural elements
- Sagging roofs, misaligned walls, or compromised framing
- Severe damage for fire, flooding, storms, or termite infestation

This four-point evaluation framework enables the City to prioritize maintenance efforts, allocated resources effectively, and uphold housing standards across all neighborhoods. By systematically assessing residential conditions, College Station promotes long-term structural integrity, public safety, and a high quality of life for its residents.

Rental vs. ownership patterns

College Station's housing landscape is distinctly shaped by its strong rental market, driven primarily by the presence of Texas A&M University. Of the City's approximately 47,029 households, 65.1% are renter-occupied while 34.9% are owner-occupied. This rental dominance has intensified since 2020, reflecting both the university's growing student population and broader challenges related to housing affordability.

In contrast, the broader College Station – Bryan Metropolitan Statistical Area (MSA) exhibits a more balanced distribution, with 50.2% of units owner-occupied and 49.8% renter-occupied. This disparity underscores the unique housing dynamics within College Station itself.

Population Growth and Housing Demand

College Station continues to experience rapid expansion, with projections from the Planning and Development Services Department estimating a population of 145,000 by 2030– representing a steady annual growth rate of approximately 2%. However, the current housing supply has not kept pace with this growth, resulting in a shortage of available units.

A key indicator of this strain is the high volume of daily commuters. According to the 2020 U.S. Census Bureau, over 40,000 individuals travel into College Station for work each day.

Notably, 69% of the City's workforce (40,981 of 59,810 jobs) is filled by non-residents, highlighting a significant gap between housing availability and employment demand.

Development Trends and Future Outlook

Student preferences continue to shape rental development, with older properties frequently redeveloped into student-oriented units. High-rise construction in Northgate and conversion of workforce housing into student rentals has exacerbated the shortage of affordable options for non-student residents.

Despite ongoing development, College Station is projected to face a housing supply shortfall by 2030, contributing to upward pressure on rental prices and reinforcing the need for strategic, inclusive housing solutions.

Affordability of accessible and subsidized housing

College Station faces a complex housing landscape shaped by rising costs, limited public housing infrastructure, and growing demand for affordable, accessible units. While the City does not operate public housing, it actively supports low- and moderate-income households through a network of federal, state, and local programs, with the Brazos Valley Council of Governments (BVCOG) playing a central role in regional housing assistance.

Housing Choice Vouchers and Regional Access

BVCOG administers the Housing Choice Voucher program across a seven-county region, serving 1,698 households- of which 1,527 reside in Brazos County. College Station accounts for 451 voucher holders, or 26% of the regional total, underscoring its significance as a housing destination. However, Bryan hosts more voucher recipients due to lower rental prices and greater landlord participation.

Demand for vouchers remains high, with 3,097 applicants on the waitlist and an average wait time of 24 months. Despite these challenges, the program is instrumental in promoting housing stability and economic mobility for vulnerable populations.

Affordable Housing Inventory and Initiatives

College Station's affordable housing portfolio includes a mix of subsidized units and tax credit properties:

Low-Income Housing Tax Credit (LIHTC) Properties: 460 units serve families, seniors, and individuals with special needs.

CDBG & HOME- Funded Units: 46 units supported by local nonprofit partners.

Federally Supported Housing: 250 Units, including Southgate Village and LULAC Oak Hill Apartments.

The City anticipates maintaining its current inventory, with no LIHTC contract expirations expected in the next five years. However, naturally occurring affordable housing-typically older, unsubsidized units- is rapidly declining due to redevelopment pressures favoring student-oriented, high-density housing.

Barriers to Expansion

Efforts to increase the affordable housing supply face several obstacles:

- Reductions in grant funding
- Rising construction and land costs
- Limited availability of affordable starter homes

The City's Down Payment Assistance Program, which previously offered up to $50,000 in gap financing, experienced low utilization amid rising property values. To better support prospective homebuyers and increase participation, the assistance limit has been raised to $80,000. In Q1 2025, the median sales price for a non-newly constructed home reached $321,500, making homeownership increasingly unattainable for first-time buyers.

Housing for Seniors and Individuals with Disabilities

College Station's aging population is expanding rapidly, with seniors aged 65+ growing by over 80% between 2010 and 2020. Many rely on fixed incomes and require affordable, accessible rental options. Currently, 51 units across seven properties are designed to accommodate individuals with disabilities, but demand continues to outpace supply.

Larger Units for Low-Income Families

A shortage of three-bedroom or larger affordable units presents a significant challenge for low-income families. As redevelopment trends favor smaller student apartments, family-sized units are increasing scarce. Expanding this segment of the housing market is essential to support household stability and long-term community investment.

College Station's commitment to housing affordability is evident through its diverse initiatives and partnerships. However, sustained investment and strategic planning will be critical to meet the evolving needs of seniors, families, and individuals with disabilities-ensuring equitable access to safe, affordable housing for all residents.

Impact of student housing on affordability and availability

College Station's housing market is deeply shaped by the presence of Texas A&M University, the largest university in the United States by enrollment. With over 79,000 students at Texas A&M and additional demand from Blinn College and RELLIS campuses in nearby Bryan, the city faces unique pressures in balancing student housing needs with broader community affordability.

Student Demand and Market Dynamics

The substantial student population drives intense demand for off-campus rental housing. While on-campus housing has not kept pace with enrollment growth, the private market has responded with high-density, multi-unit developments – many of which lease by the bedroom. Approximately 191 apartment complexes provide an estimated 118,000 beds, reflecting the scale of student-oriented housing.

Landlords frequently structure leases around academic cycles, offering nine-month terms and adjusting rates seasonally. Rental occupancy peaks in the fall semester and dips in summer, with fall rates typically higher and summer discounts common. Room-by-room leasing models, with rates ranging from $500 to $800 per room monthly, have become the norm – driving up the cost of multi-bedroom units and making them financially inaccessible to traditional families.

Decline of Naturally Occurring Affordable Housing

A pressing concern is the erosion of naturally occurring affordable housing – older, unsubsidized units that once served low- and middle-income families. These properties are increasingly acquired by investors and redeveloped into student-focused housing, contributing to rising land values near Texas A&M's main campus and pricing out non-student residents.

This trend has led to a shortage of larger, affordable rental units. Families seeking three- to five- bedroom homes face limited supply and high competition from student renters willing to share costs. As a result, many households are forced to downsize or relocate outside city limits, exacerbating financial strain and disrupting community stability.

Housing Composition and Ownership Trends

College Station has approximately 47,029 households, with 65.1% renter-occupied and 34.9% owner-occupied – demonstrating a rental-heavy market influenced by student demand. In contrast, the broader College Station-Bryan Metropolitan Statistical Area shows higher homeownership rates (50.2%).

The City's housing stock is predominantly single-family homes, accounting for 78% of residential parcels. Middle housing options- such as duplexes, townhomes, and patio

homes – make up 20% of units but remain underutilized in addressing affordability gaps. The lack of diverse housing types limits opportunities for non-student residents to secure sustainable, cost-effective living arrangements.

Affordability Challenges

Rental rates in College Station frequently exceed HUD determined Fair Market Rents, posing challenges for voucher holders and low-income households. While many single-person households live in units that are structurally sound, they often struggle with affordability due to limited housing options and high prices.

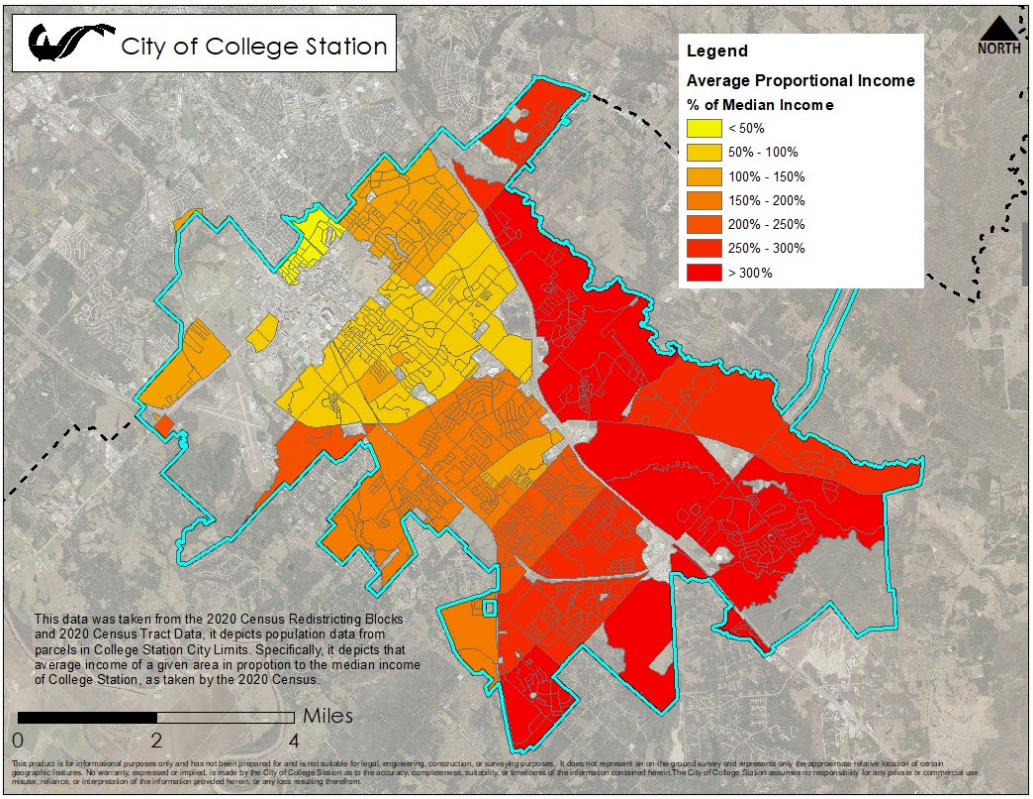
Homeowners generally experience fewer housing problems, but the overall surge in land values and redevelopment pressures have prompted the City to reevaluate its affordable housing strategies. Without intervention, College Station is projected to face a housing supply shortage by 2030, further intensifying rent increases and limiting access for workforce families.

The influence of student housing on College Station's affordability and availability is profound. While the City benefits from a vibrant academic community, the prioritization of student-oriented development has strained housing access for non-student populations. Addressing this imbalance will require strategic investment in diverse housing types, preservation of naturally affordable units, and policies that promote inclusive growth for all residents.

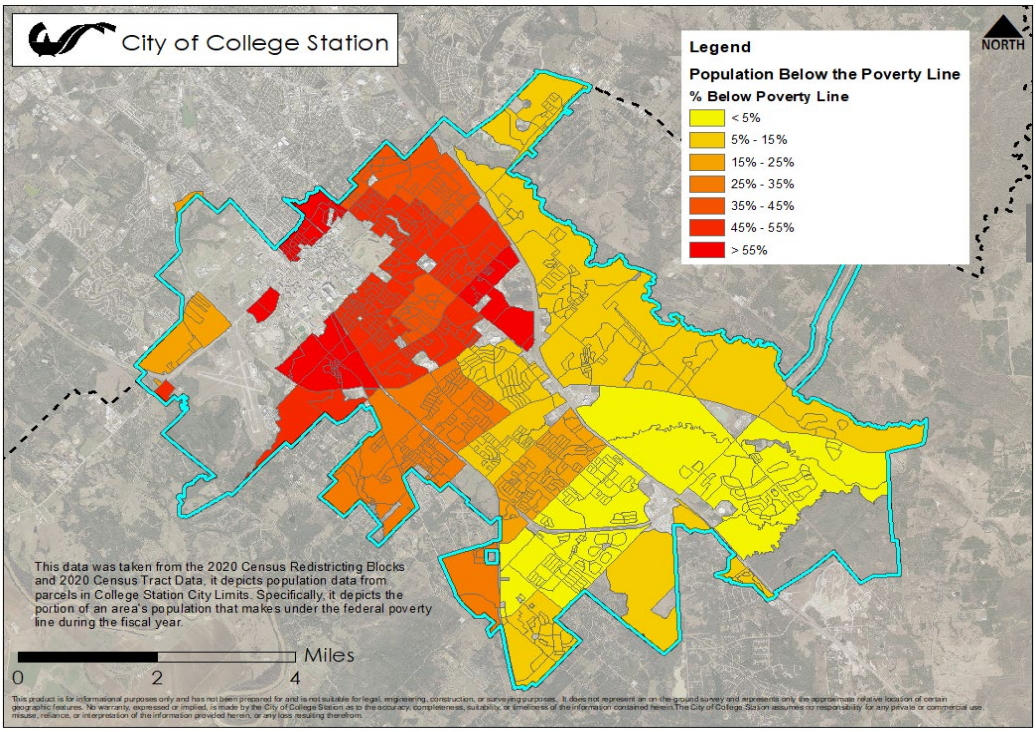
HUD Fair Market Rents					
FMR Year	Efficiency	1 BR	2 BR	3 BR	**Average YoY % Increase**
FY 2016	$654	$703	$862	$1,250	**x**
FY 2017	$624	$699	$845	$1,230	**-2.18%**
FY 2018	$655	$756	$908	$1,321	**6.99%**
FY 2019	$682	$791	$938	$1,317	**2.94%**
FY 2020	$682	$791	$938	$1,353	**0.68%**
FY 2021	$686	$774	$909	$1,301	**-2.12%**
FY 2022	$759	$841	$975	$1,385	**8.25%**
FY 2023	$839	$841	$975	$1,385	**10.54%**
FY 2024	$958	$1,015	$1,140	$1,606	**16.8%**
FY 2025	$1,034	$1,034	$1,206	$1,690	**5.19%**
Avg YoY % Increase by Type	**2.6%**	**3.1%**	**2.2%**	**1.8%**	

Source: HUD, The FY 2025 College Station-Bryan, TX MSA FMRs for All Bedroom Sizes

Map 1: Average Proportional Income



Map 2: Population Below the Poverty Line



Public Policy and Regulatory Review

Zoning ordinances and land use policies in College Station

Public policies in College Station play a critical role in shaping affordability, accessibility, and diversity of housing options. While many regulations are designed to promote orderly growth and protect property rights, they can also create unintended barriers to fair housing. Understanding the intersection of zoning ordinances, land use policies, and housing equity is essential for fostering a more inclusive and sustainable community.

Regulatory Landscape and Its Impact

Several key policies influence the City's housing development patterns:

- **House Bill 347 (HB 347):** Enacted in 2019, this state law prohibits municipalities from annexing land within their extraterritorial jurisdiction (ETJ) without landowner consent. While it safeguards property rights, it has significantly constrained College Station's ability to expand its boundaries. This restriction limits access to buildable land, drives up land prices, and contributes to rising housing costs – particularly for lower-income households.
- **Ad Valorem Property Tax System:** Property taxes based on assessed land value directly affect housing affordability. As land values increase, so do tax burdens for homeowners and developers, which can discourage investment in affordable housing and raise costs for existing residents.
- **Development and Impact Fees:** Local government-imposed fees- such as permitting, infrastructure, and utility connection charges – add to the overall cost of housing construction. These expenses can deter developers from pursuing affordable housing projects and reduce the feasibility of cost-effective residential development.
- **Zoning Ordinances and Land Use Restrictions:** While essential for maintaining safety and neighborhood character, strict zoning regulations can limit housing variety. Restrictions on density, lot size, and housing types often prevent the introduction of innovative, affordable solutions such as duplexes, townhomes, and accessory dwelling units. This lack of flexibility can disproportionately affect low- and moderate-income households by reducing the availability of diverse housing options.

Implications for Fair Housing

These regulatory frameworks, though well-intentioned, may inadvertently create impediments to fair housing by:

- Limiting the geographic expansion of affordable housing opportunities
- Increasing the financial burden on developers and homeowners
- Restricting the development of mixed-income and multi-family housing
- Reducing access to homeownership for income-eligible residents

Such barriers can perpetuate socioeconomic segregation and hinder efforts to create inclusive neighborhoods that serve residents across all income levels.

Proactive Measures and Policy Reform

In Program Year 2025, the City of College Station has launched a series of strategic initiatives to address these challenges and promote fair housing:

- **Down Payment Assistance**: Utilizing HOME and CDBG funds to support income-eligible homebuyers and expand access to homeownership.
- **Stakeholder Engagement**: Collaborating with developers, financial institutions, and nonprofit partners to ensure zoning and land use policies are data-informed and responsive to community needs.
- **Comprehensive Planning**: Advancing goals outlined in the City's Comprehensive Plan and Housing Action Plan (adopted September 2024) to diversify housing types and increase affordable unit production.
- **Housing Plan Advisory Committee**: Established in Spring 2025 to monitor progress, guide implementation of the Housing Action Plan, and ensure alignment with fair housing principles.

College Station's zoning ordinances and land use policies are foundational to its urban development strategy. However, without thoughtful reform and targeted investment, these regulations may inadvertently hinder fair housing outcomes. By balancing regulatory oversight with flexibility, and by aligning public policy with inclusive housing goals, the City can continue to foster a community where all residents – regardless of income- have access to safe, affordable, and equitable housing.

Review of local housing programs (HOME, CDBG)

The City of College Station administers a range of housing initiatives supported by federal funding through the HOME Investment Partnership Grant (HOME) and the Community Development Block Grant (CDBG). These programs are critical to advancing the City's commitment to affordable housing, neighborhood revitalization, and equitable access to housing opportunities for low- and moderate-income residents.

HOME- Funded Programs

The HOME program provides flexible funding to support the development and preservation of affordable housing. In College Station, HOME funds are strategically allocated to:

- **Down Payment Assistance:** Offers financial support to income-eligible homebuyers, helping bridge the affordability gap and expand access to homeownership.
- **Rental Housing Development:** Supports the construction and rehabilitation of affordable rental units, with a focus on serving families, seniors, and individuals with disabilities.
- **Tenant-Based Rental Assistance (TBRA)**: Provides short-term rental subsidies for households facing housing instability, ensuring access to safe and affordable living arrangements.
- **Homeowner Rehabilitation**: Assists low-income homeowners with critical repairs and accessibility modifications, preserving housing stock and improving quality of life.

CDBG-Funded Programs

The CDBG program is designed to address a broad spectrum of community development needs. In College Station, CDBG funds are used for:

- **Affordable Housing Preservation**: Fund rehabilitation projects for aging housing units, particularly those serving elderly and disabled residents.
- **Public Services**: Support nonprofit organizations that provide housing-related services, including homelessness prevention, financial literacy, and tenant advocacy.
- **Infrastructure Improvements**: Enhance neighborhood livability through investments in sidewalks, drainage, and accessibility features in low-income areas.
- **Fair Housing Initiatives**: Promotes housing equity through education, outreach, and enforcement of anti-discrimination policies.

These programs are implemented in alignment with the City's Consolidated Plan and Housing Action Plan, which outline long-term goals for housing affordability, accessibility, and sustainability. The City also engages with local stakeholders – including developers, financial institutions, and nonprofit partners- to ensure that funding is used effectively and equitably.

Together, HOME and CDBG programs serve as foundational tools in College Station's efforts to expand affordable housing options, support vulnerable populations, and foster inclusive community development.

Transportation access and its effect on housing choice

The City of College Station faces a growing crisis at the intersection of transportation access and housing affordability. The inflexible and inconsistent public transportation system has emerged as a critical barrier to mobility, particularly for low-income residents, special needs populations, and elderly individuals. This lack of reliable transit not only restricts access to employment, education, and healthcare, but also directly influences housing choice and economic opportunity.

Key Transportation Challenges

- **Limited Transit Coverage**: Public transportation in College Station lacks fixed routes, does not operate during nights or weekends, and is slow and inconsistent. These limitations disproportionately affect households without personal vehicles, exacerbating hardship for low-income and vulnerable populations.
- **Cross-City Accessibility**: Many essential services – especially for special needs populations – are located in neighboring Bryan. Without adequate transportation links, residents struggle to access mental health care, rehabilitation services, and permanent housing solutions.
- **Elderly Mobility Needs**: With a rapidly growing population aged 55 and older, demand for affordable senior housing and healthcare is rising. However, limited transit options hinder access to these critical services, threatening the well-being of aging residents.

Housing Implications

- **Restricted Housing Choice**: The lack of transportation forces many residents to prioritize proximity to services over affordability, limiting their

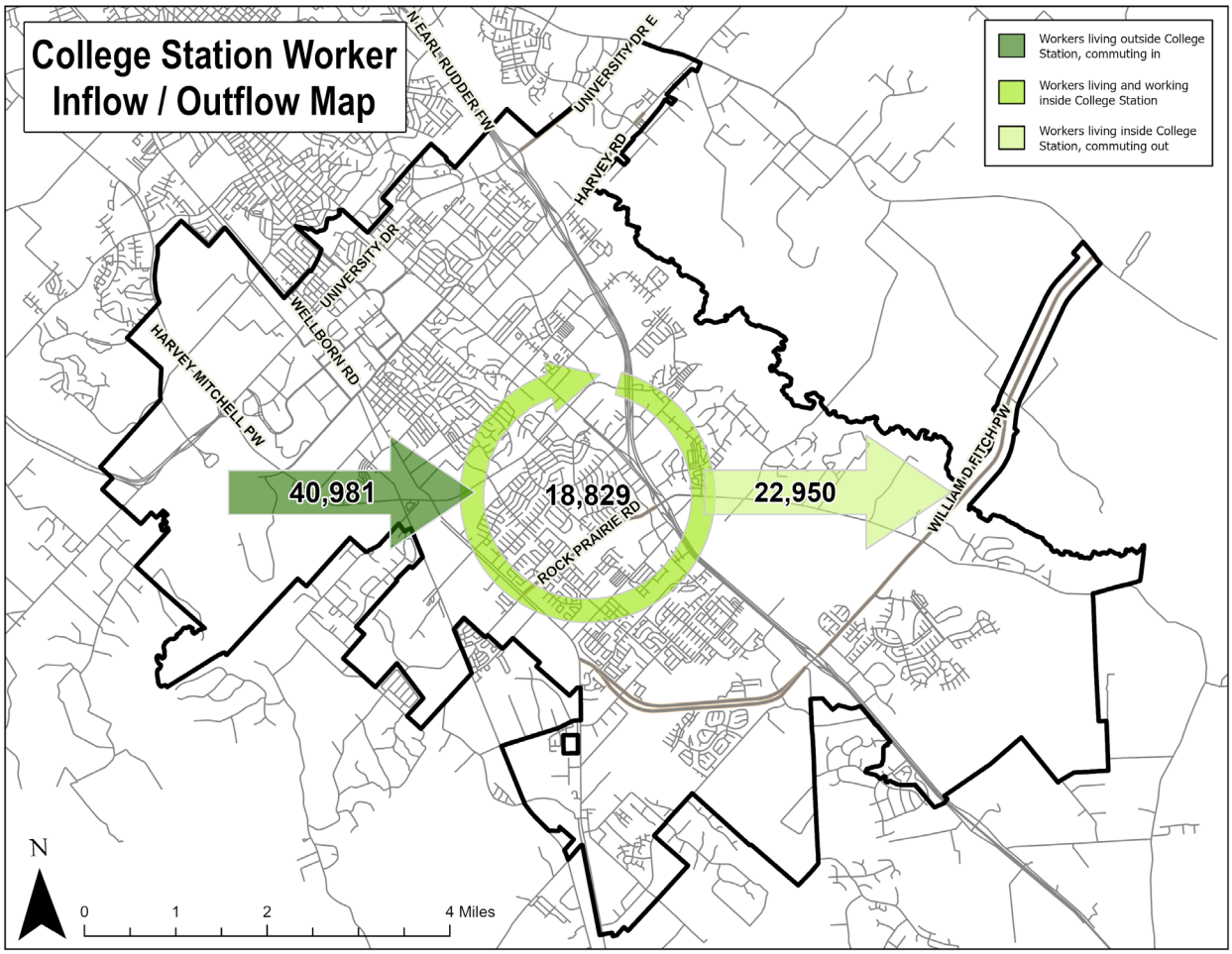
housing options. This is particularly acute for single-parent households, low wage earners, and those at risk of homelessness.

- **Commuter Burden**: Due to the shortage of affordable housing within College Station, a significant number of workers must commute from surrounding areas, including Bryan, other parts of Brazos County, and beyond. Census Data and the Housing Actin Plan Existing Conditions Report indicate that this trend is increasing, placing strain on regional infrastructure and contributing to underemployment.
- **Service Agency Constraints**: Providers face funding and staffing limitations that prevent them from meeting widespread demand. Transportation was ranked as the highest personal need by both service providers and survey respondents, underscoring its central role in accessing housing and healthcare.

Strategic Recommendations

To address these interconnected challenges, College Station must adopt a holistic approach:

- **Invest in Affordable Housing:** Expand housing options for low-income and elderly residents, including units with accessibility features and proximity to transit corridors.
- **Enhance Transit Infrastructure:** Develop reliable, fixed-route public transportation that operates during evenings and weekends, with improved connectivity to Bryan.
- **Integrate Support Services:** Pair housing investments with workforce development, childcare access, and behavioral health services to create sustainable pathways out of poverty.


College Station Worker
Inflow / Outflow Map
Workers living outside College Station, commuting in
Workers living and working inside College Station
Workers living inside College Station, commuting out
N EARL RUDDER FWY
UNIVERSITY DR E
HARVEY RD
UNIVERSITY DR
WELLBORN RD
HARVEY MITCHELL PW
WILLIAM D FITCH PW
ROCK PRAIRIE RD
40,981
18,829
22,950
N
0
1
2
4 Miles

Fair Housing Enforcement and Outreach

Local complaint data (HUD, Texas Workforce Commission Civil Rights Division)

Collage Station Closed January 1, 2000- September 9, 2025						
Case Name	HUD Case Number	Closure Reason	HUD Filing Date	Cause Date	FHAP Closure Date	HUD Closure Date
Wilson, Ruby G vs Ekilli, Zahra	06-02-0739-8	No cause determination	08/21/02		01/31/03	03/10/03
Jennifer Clemons v Stylecraft Custom Home Builders	06-05-0701-8	No cause determination	04/07/05		01/31/06	03/09/06
Thomas W. Johnson v Jessica Deckard	06-07-0343-8	No cause determination	01/10/07		05/31/07	06/26/07
Kaye Rasler v Georgia Derickson	06-09-0639-8	Conciliation/settlement successful	03/27/09		04/08/09	07/09/09
Robert Russell v Brandy Purcell	06-09-0304-8	Complaint withdrawn by complainant without resolution	01/07/09		03/25/09	05/12/09
Morgan Lorant v Lofts at Wolf Pen Creek	06-16-4479-8	Complaint withdrawn by complainant after resolution	02/29/16		03/29/16	04/11/16
Jalyn Golden v The Marc	06-16-4700-8	Complaint withdrawn by complainant after resolution	04/19/16		05/17/16	05/17/16
Lynnitha & Wilbon Spivey v The Huntington Apartments	06-10-1250-8	No cause determination	08/04/10		09/27/10	10/04/10
Deborah Sims v Renaissance Apartments	06-12-0759-8	Complainant failed to cooperate	04/10/12		06/14/12	06/26/12
John Comstock v DC Homeowners Association Inc.	06-10-1084-8	Conciliation/settlement successful	07/07/10		09/21/10	09/24/10
Russell Todd Hairston v Newport Management	06-09-1027-8	Conciliation/settlement successful	07/08/09		02/17/10	03/03/10
Shannon Gee Ezigbo v University Rents, LLC, et.al.	06-23-6702-8	Complaint withdrawn by complainant after resolution	09/12/23		10/03/23	11/01/23
Fair Housing Advocates vs Katie Complan, Agent for RE/MAX and Swiki Anderson	06-17-9318-8	Conciliation/settlement successful	08/18/17		10/24/17	10/24/17
Fair Housing Advocates, Inc. vs Stadium View Apartments	06-17-9317-8	No cause determination	08/18/17		12/13/17	06/28/18
Joe Bailey v Brazos Beachfront Properties, L.P.	06-12-0959-8	Complaint withdrawn by complainant after resolution	05/15/12		10/11/12	11/22/12
Matthew and Candida Sanders v Cedar Ridge at College Station	06-12-1042-8	Conciliation/settlement successful	05/30/12		09/30/12	10/22/12
Ronald Page v At Home Properties	06-16-5190-8	Conciliation/settlement successful	08/16/16		11/10/16	11/10/16
Salih Kilicli v. The Marc Apartments	06-17-6642-8	Conciliation/settlement successful	12/21/16		02/24/17	02/24/17
Rhonda Oldham v Amber George	06-09-0773-8	Complaint withdrawn by complainant after resolution	05/05/09		07/22/09	09/15/09
Vivian Christian v Walden Pond Apartments	06-13-0504-8	No cause determination	03/19/13		02/28/14	03/27/14
Rachel McClure v. Redstone Apartments	06-17-6506-8	Conciliation/settlement successful	12/07/16		03/13/17	03/13/17
Wanana Fields v College Station Terrace Pines Apartments Homes LP et al.	06-24-7365-8	Conciliation/settlement successful	03/25/24		09/20/24	01/27/25
Marlenellys Melendez v The Bend at Crescent Pointe Apartments	06-17-6513-8	No cause determination	12/07/16		02/14/17	02/14/17
Shalantra Smith v The Marc and Campus View Apartments	06-19-3391-8	Conciliation/settlement successful	10/11/18		03/25/19	07/16/19
Jannet Barrera v Katie Complan, Realtor	06-17-8999-8	Conciliation/settlement successful	07/18/17		08/28/17	08/28/17
Fair Housing Advocates, Inc. v John Flynn, Realtor	06-17-8956-8	Conciliation/settlement successful	07/14/17		10/24/17	10/24/17
Anna Williams v Suzan Sullens	06-18-3076-8	No cause determination	09/10/18		01/16/19	02/27/19
Susan Stanton v The Enclave Student Housing, et.al.	06-24-7147-8	Conciliation/settlement successful	01/23/24		05/01/24	05/09/24
Katrina Hart vs CS MF24 I LLC et al	06-25-8573-8	No cause determination	04/22/25		08/08/25	
Garett Hall v John Qiang Fu, et al.	06-22-2853-8	No cause determination	12/22/21		02/18/22	03/30/22
Cole Brentham v. Daniel & Christie Dance, et al	06-23-6265-8	No cause determination	05/03/23		07/25/23	07/10/24
Raymond Bruce v. Vintage Apartments LLC et al.	06-25-8452-8	Complaint withdrawn by complainant after resolution	03/18/25		04/24/25	06/06/25
Floyd Polk v Fratris Holleman Oaks LLC	06-21-9763-8	Dismissed for lack of jurisdiction	10/19/20		11/17/20	01/14/21
Linda Colter V. Terrace Pines/Diamond Johnson	06-24-7170-8	No cause determination	01/29/24		06/04/24	07/08/24
Jennifer Hinnant v NCCD-College Station Properties LLC, et al	06-23-6157-8	No cause determination	04/03/23		06/30/23	07/11/23
Robin Gordon v. MMS Homes LLC, et al.	06-23-6296-8	No cause determination	05/10/23		08/15/23	07/11/24
Latoya Anderson v Creek Meadows Owners Association, Inc	06-22-4154-8	No cause determination	05/25/22		07/15/22	10/27/22
Enrique Carrejo and Alyssa Mitchell v. Manuel Sanchez-Castillo et al.	06-23-6167-8	Conciliation/settlement successful	04/05/23		08/10/23	09/29/23
Shakayla Munson v. LCP College Station I LLC, et al.	06-23-6244-8	No cause determination	04/25/23		08/29/23	07/15/24
Shelby Daniel v SZ College Station Cottages LLC et. al	06-23-6428-8	Conciliation/settlement successful	06/20/23		11/02/23	11/13/23
Yousra Soliman v Redstone Apts	06-03-0739-8	No cause determination	08/18/03		11/10/03	11/20/03
Adhara Castelblanco vs Online Real Estate	06-05-0537-8	No cause determination	03/01/05		09/08/05	11/04/05
Hector Olmos vs Online Real Estate	06-05-0539-8	No cause determination	03/01/05		09/08/05	11/07/05
						49

Fair Housing education efforts and outreach materials

The City of College Station is committed to affirmatively furthering fair housing through a robust education and outreach program designed to inform residents, housing providers, and service agencies of their rights and responsibilities under the Fair Housing Act. These efforts aim to reduce housing discrimination, promote inclusive communities, and ensure equal access to housing opportunities for all.

Core Education & Outreach

Public Engagement: Fair Housing materials are regularly presented and distributed at public meetings, ensuring broad community awareness.

Industry Surveys: The City conducts periodic surveys of local housing professionals and agencies to identify patterns of discrimination and emerging challenges.

CDBG Funding Support: Eligible public service agencies working to advance fair housing may apply for Community Development Block Grant (CDBG) funding, reinforcing the City's commitment to systemic change.

Dedicated Web Resources: The Fair Housing webpage provides educational materials, links to HUD resources, and guidance on filing complaints.

Homebuyer Education Classes: Offered multiple times per year, these classes cover credit literacy, mortgage processes, home shopping, and maintenance – with fair housing regulations integrated into the curriculum.

Individual Counseling: All housing program clients receive personalized fair housing materials and guidance during one-on-one sessions with City staff.

Stakeholders' Presentations:

- Nonprofit organizations receive training to help staff identify fair housing violations among clients.
- Bankers, lenders, and financial institutions are briefed on fair housing laws and local denial statistics.
- Landlords participating in the Housing Choice Voucher program are educated on their obligations under fair housing law.

Community Engagement

As part of the City of College Station's ongoing commitment to equitable housing access, a comprehensive community engagement effort was conducted to assess the housing needs and challenges faced by low- to moderate-income (LMI) residents. This initiative included

citizen surveys, focus groups, public hearings, and stakeholder interviews, all coordinated by the Community Development Division of Planning and Development Services.

Key Housing Needs Identified

The 2025 Citizen Survey revealed that affordable housing is the most pressing need in College Station. Respondents prioritized the following areas for local funding:

1. **Affordable Housing Initiatives (77.9%)**
2. **Rental and Security Deposit Assistance (48.59%)**
3. **Homebuyer Assistance (40.68%)**

Additional priorities included affordable rental housing, increased housing options for senior citizens, family housing, and transitional housing. When asked about federally funded programs through HUD, residents again emphasized affordable housing, public services, and rental assistance as top priorities.

Community Identified Impediments to Affordable Housing

Survey participants identified several barriers to expanding affordable housing stock:

- **High Land Costs**- Ranked as the most significant impediment, driven by competitive demand and limited availability.
- **Land Availability**- Scarcity of developable land restricts new construction.
- **Student Market Demand**- Inflated rental prices due to student housing pressures.
- Other concerns included development and financing costs, local income levels, permitting processes, and limited builder participation.

Respondents also expressed concern about a potential housing bubble fueled by low interest rates and increased investor activity in the single-family home market.

Focus Group Insights

The focus group highlighted six major barriers affecting housing access for low-to-moderate income (LMI) residents:

a. **Rising Rents & Lack of Affordable Housing**
    - Rent hikes of 35-45% driven by investment firms acquiring rental properties.
    - Student housing demand inflates prices, squeezing out families.
    - Some landlords prefer vacancies over renting to LMI tenants.

b. **Substandard Rental Conditions**
    - Long-term rentals suffer from neglect, especially those owned by investment companies.
    - Unaddressed repairs (e.g., HVAC systems) lead to high utility costs.
    - Weak accountability mechanisms allow poor housing quality to persist.
c. **Limited Access for Tenants with Poor Rental Histories**
    - Past evictions and broken leases hinder housing opportunities.
    - High security deposits create financial barriers.
    - Landlords often reject applicants with rental history issues, pushing them into subpar housing.
d. **Lack of Incentives for Affordable Housing**
    - Corporate owners lack motivation to rent to LMI families.
    - Developers can profit with just 65% occupancy, reducing interest in affordability.
    - Other cities use tax incentives to mandate affordable unit allocations.
e. **Limited Landlord Participation**
    - Reluctance to accept HUD-funded assistance.
    - Fair Housing rules complicate screening processes.
    - Out-of-state corporate ownership limits local engagement.
f. **Lack of Housing Near Essential Services**
    - LMI residents often live far from support services.
    - Student housing density creates competition for units.
    - Suggestions included zoning for LMI housing away from student-heavy areas.

Proposed Solutions & Considerations

The group offered several actionable strategies:

- **Tax Incentives:** Encourage developers to include affordable units via tax credits.
- **Landlord Engagement:** Outreach and rental insurance programs to support tenants with poor histories.
- **Property Maintenance Enforcement:** Regular inspections and penalties for non-compliance.
- **Strategic Housing Placement:** Develop LMI housing outside high-cost student zones.
- **Expanded Financial Assistance:** Boost funding for security deposits and utility support.

This focus group underscored urgent housing challenges in College Station, especially for LMI residents. Rising rents, poor housing conditions, and limited landlord cooperation are key barriers. Proposed solutions focused on financial incentives, regulatory enforcement, and strategic development to improve housing access and equity.

Identification of Potential Impediments to Fair Housing Choice

The City of College Station has undertaken a comprehensive review of public and private sector policies and practices to identify potential impediments to fair housing choice. The analysis reveals that while most systems and regulations are aligned with fair housing principles, certain areas warrant continued monitoring and proactive engagement.

Public Sector Impediments

- **Demolitions and Displacement**: Residential displacement due to demolitions is rare. Most demolitions involve unsafe or abandoned structures. Temporary and voluntary displacements occur under the City's HOME reconstruction program, with no systemic barriers identified.
- **Zoning and Land Use**: The City's zoning policies, as outlined in the Comprehensive Plan and Unified Development Ordinance (UDO), do not present impediments to fair housing for protected classes. Group homes are permitted in residential zones, and familial status is addressed through a definition of "family" that limits unrelated occupants to four per dwelling.
- **Public Housing and Homelessness**: College Station does not operate public housing units. Homeless services are primarily provided through Twin City Mission in Bryan and a transitional housing facility at The Haven in College Station. No ordinances beyond those addressing unsafe structures directly impact homelessness or vagrancy.

Private Sector Impediments

- **Real Estate Advertising**: A review of print and online housing advertisements - including those in the Bryan/College Station Eagle and platforms like Craigslist – found no discriminatory language or imagery. Equal housing opportunity notices are generally present, and models reflect diverse demographics.
- **Broadcast Media**: Radio and television housing advertisements were limited but found to be non-discriminatory in both narrative and visual representation.
- **Homeowners Insurance**: No evidence of discriminatory practices was found in advertising, agent location, or policy offerings. Services are available in Spanish, and offices are distributed without regard to radical concentrations.

- **Rental Housing**: Rental housing remains the primary source of fair housing complaints. While advertising is largely compliant, the use of minority models is limited, and Spanish-language outreach is minimal. Some ads include “No HUD” language, which may discourage voucher holders. Affirmative marketing is practiced by select developments, such as Terrace Pines.
- **Sales of Existing Housing**: No evidence of steering or discriminatory advertising was found. Equal housing logos are widely used, and marketing materials feature diverse models. Realtor associations provide regular training on non-discrimination.
- **Lending Practices**: No fair lending complaints have been filed since 2022. Advertising is generally neutral, with some bilingual outreach. Lender locations are broadly distributed, including near minority neighborhoods. HMDA data is only available for the broader College Station-Bryan MSA, limiting localized analysis.

Recommendations and Conclusion

The Analysis of Impediments to Fair Housing Choice in the City of College Station identifies both progress and persistent challenges in achieving equitable housing access. While the declining number of fair housing complaints suggests that public education and outreach efforts have yielded positive results, several structural and systemic barriers remain.

Key concerns include the concentration of dilapidated housing in low- to moderate-income areas and ongoing rental discrimination – particularly against voucher holders. Additionally, although advertising practices do not overtly reflect discriminatory intent, there is a need for more inclusive representation and outreach by housing providers, lenders, and insurers.

To address these impediments and advance fair housing goals, the following strategic actions are recommended:

- **Expand Fair Housing Education:** Continue and enhance outreach efforts to ensure widespread understanding of rights and responsibilities under the Fair Housing Act.
- **Targeted Housing Rehabilitation:** Prioritize the reconstruction and rehabilitation of deteriorated housing stock in underserved, minority-concentrated areas.
- **Inclusive Marketing Practices:** Collaborate with housing stakeholders to promote diverse advertising, bilingual services, and visible fair housing compliance.

- **Support Affordable Housing Development:** Partner with Housing Tax Credit developers to build safe, sustainable rental housing, especially low-income elderly residents.
- **Monitor Occupancy Regulations:** Ensure any changes to occupancy limits in single-family dwellings remain reasonable and compliant with fair housing standards.
- **Affirmative Marketing Plans:** Require developers of HOME-assisted properties to submit HUD-compliant marketing plans to promote equitable access.
- **Combat Voucher Discrimination:** Increase public awareness of Section 8 Housing Choice Voucher Program and discourage "No HUD" policies among landlords.
- **Promote Lending Equity:** Educate private lenders on fair lending practices and support minority and low-income applicants through financial literacy and credit education initiatives.

By implementing these recommendations, the City of College Station reaffirms its commitment to fostering a housing environment that is inclusive, equitable, and free from discrimination. Continued vigilance, collaboration, and community engagement will be essential in overcoming existing barriers and ensuring fair housing choice for all residents.

HOME Program Homeownership Limits Home Sales Data College Station, TX 1-1-2026 to 3-31-2026

New Home Sales

	Property Sub Type	Close/Leased Price	Address	
1	New Townhome	$ 221,013.00	1213 Dorothy LN	
2	New Townhome	$ 222,400.00	1203 Dorothy LN	
3	New Townhome	$ 233,900.00	1223 Dorothy	
4	New Builder Home	$ 272,500.00	1179 Toledo Bend	
5	New Builder Home	$ 283,815.00	893 Kickapoo LN	
6	New Builder Home	$ 284,435.00	1167 Toledo Bend	
7	New Builder Home	$ 284,700.00	1178 Toledo Bend	
8	New Builder Home	$ 285,825.00	1169 Toledo Bend	
9	New Builder Home	$ 288,810.00	1166 Toledo Bend	
10	New Builder Home	$ 302,400.00	6441 Raleigh LP	
11	New Builder Home	$ 316,962.00	1202 Canton Dr	
12	New Builder Home	$ 318,720.00	6443 Raleigh LP	
13	New Builder Home	$ 323,000.00	894 Kickapoo LN	
14	New Builder Home	$ 339,988.00	6105 Eldora Dr	
15	New Builder Home	$ 344,237.00	6315 Raleigh DR	
16	New Builder Home	$ 345,000.00	6437 Raleigh LP	
17	New Builder Home	$ 349,900.00	15240 Still Water Meadow LP	
18	New Builder Home	$ 351,900.00	913 Fork Court	
19	New Builder Home	$ 360,000.00	15248 Still Water Meadow LP	Median Home Sales Price
20	New Builder Home	$ 425,000.00	4004 Etonbury AV	
21	New Builder Home	$ 444,500.00	3702 Archer Falls CT	
22	New Builder Home	$ 473,750.00	2322 Rivercane CT	
23	New Builder Home	$ 475,000.00	4008 Etonbury AV	
24	New Builder Home	$ 495,815.00	4322 Erika CT	
25	New Builder Home	$ 516,165.00	15177 Ty Marshall CT	
26	New Builder Home	$ 528,250.00	1648 Frontera Ranch	
27	New Builder Home	$ 567,900.00	2323 Rivercane CT	
28	New Builder Home	$ 570,000.00	15189 Ty Marshall Ct	
29	New Builder Home	$ 605,000.00	4225 Skylar DR	
30	New Builder Home	$ 624,000.00	2326 Terrapin TR	
31	New Builder Home	$ 644,900.00	944 Calaveras	

32	New Builder Home	$	650,000.00	2307 Terrapin Trail
33	New Builder Home	$	724,900.00	4269 Padova CR
34	New Builder Home	$	775,000.00	2020 Pebble Bend DR
35	New Builder Home	$	828,365.00	3637 Anderson Arbor CT
36	New Builder Home	$	839,000.00	4756 Coral River RD
37	New Builder Home	$	900,000.00	4401 Williams Creek DR

Number of Sales		37
Median Purchase Price	$	360,000.00
95% of MPP	$	342,000.00

HOME Program Homeownership Limits Home Sales Data College Station, TX 1-1-2026 to 3-31-2026

Existing Home Sales

	Property Sub Type	Close/Leased Price		Address
1	Condo	$	110,000.00	1500 Olympia WY Unit#1
2	Condo	$	125,000.00	1901 Holleman DR W Unit#504
3	Condo	$	125,000.00	1901 Holleman DR W Unit#502
4	Condo	$	166,500.00	2800 Longmire Unit#61
5	Condo	$	178,500.00	1725 Harvey Mitchell PKWY S Unit#2234
6	Condo	$	180,000.00	1725 Harvey Mitchell PKWY S Unit#2433
7	Condo	$	183,000.00	1198 Jones Butler Unit#1305
8	Condo	$	186,000.00	2400 Longmire DR Unit#202
9	Condo	$	190,000.00	1725 Harvey Mitchell S Unit#4311
10	Condo	$	190,000.00	2400 Longmire DR Unit#403
11	Condo	$	190,000.00	2400 Longmire DR Unit#504
12	Single Family	$	190,000.00	3111 Larkspur Circle
13	Townhome	$	197,000.00	2521 Longmire DR
14	Single Family	$	205,000.00	909 San Benito DR
15	Condo	$	208,000.00	1725 Harvey Mitchell PKWY S Unit#1328
16	Condo	$	210,000.00	1725 Harvey Mitchell PKWY S Unit#2023

17	Condo	$	210,000.00	1725 Harvey Mitchell Unit#1821
18	Single Family	$	210,000.00	3113 Larkspur CR
19	Condo	$	213,200.00	1725 Harvey Mitchell Unit#612
20	Townhome	$	215,000.00	3931 W.S. Phillips PKWY
21	Condo	$	219,000.00	521 Southwest PKWY Unit#204
22	Condo	$	219,000.00	1725 Harvey Mitchell PKWY S Unit#112
23	Condo	$	228,000.00	801 Luther ST W Unit#106
24	Single Family	$	230,000.00	4202 Camber CT
25	Single Family	$	230,000.00	1211 Austin AV
26	Condo	$	232,500.00	1000 Spring LP Unit#1607
27	Single Family	$	235,000.00	1209 Berkeley ST
28	Single Family	$	235,000.00	1508 Foxfire DR
29	Condo	$	240,000.00	1198 Jones Butler RD Unit#907
30	Townhome	$	242,000.00	1334 Canyon Creek CR
31	Townhome	$	242,000.00	1339 Canyon Creek CR
32	Single Family	$	243,500.00	916 Crested Point DR
33	Single Family	$	245,000.00	3607 Vienna DR
34	Single Family	$	245,000.00	1220 Berkeley
35	Single Family	$	245,000.00	1818 Langford ST
36	Single Family	$	250,000.00	1810 Laura LN
37	Single Family	$	250,500.00	800 Azalea CT
38	Single Family	$	256,500.00	1101 Todd TR
39	Single Family	$	258,200.00	2500 Raintree DR
40	Patio Home	$	260,000.00	9305 Stonebridge DR
41	Single Family	$	260,000.00	4122 McFarland DR
42	Homeplex	$	261,000.00	514 Corregidor DR
43	Condo	$	262,000.00	1198 Jones Butler RD Unit#3110
44	Single Family	$	262,500.00	911 Gardenia ST
45	Single Family	$	262,500.00	204 Richards ST
46	Single Family	$	265,000.00	3802 Springfield DR
47	Single Family	$	265,000.00	4201 WHISPERING CREEK DR
48	Single Family	$	265,000.00	4016 Windfree DR
49	Townhome	$	265,000.00	3322 General PKWY
50	Single Family	$	266,500.00	2714 Silver Oak DR

51	Townhome	$	269,000.00	3349 General Parkway
52	Single Family	$	270,000.00	1148 Amistad LP
53	Single Family	$	271,000.00	2812 Silver Oak DR
54	Single Family	$	271,390.00	2918 Durango CT
55	Single Family	$	273,900.00	1012 BOUGAINVILLEA ST
56	Condo	$	275,000.00	1001 Krenek Tap RD Unit#1304
57	Condo	$	275,000.00	1001 Krenek Tap RD Unit#304
58	Condo	$	275,000.00	1001 Krenek Tap RD Unit#1903
59	Single Family	$	277,500.00	4143 Whispering Creek DR
60	Townhome	$	278,000.00	110 Tang Cake DR
61	Condo	$	280,000.00	403 Forest DR
62	Townhome	$	281,500.00	361 George Bush DR E
63	Single Family	$	283,000.00	907 Orchid ST
64	Condo	$	283,500.00	324 Forest DR
65	Condo	$	283,500.00	130 Forest DR
66	Townhome	$	284,000.00	3302 Lieutenant AV
67	Single Family	$	285,000.00	1015 Toledo Bend DR
68	Single Family	$	285,000.00	1010 Milner DR
69	Single Family	$	286,000.00	1405 Front Royal DR
70	Townhome	$	287,500.00	421 Momma Bear DR
71	Townhome	$	288,000.00	3200 Cullen TR
72	Single Family	$	290,000.00	14107 Renee LN
73	Single Family	$	290,000.00	3200 Bahia DR
74	Single Family	$	291,500.00	3731 Chantal CR
75	Single Family	$	295,000.00	1037 Toledo Bend DR
76	Single Family	$	296,000.00	2404 COLGATE CR
77	Single Family	$	298,500.00	4112 Cripple Creek CT
78	Single Family	$	299,000.00	1105 Phoenix ST
79	Single Family	$	299,000.00	2808 Arroyo CT N
80	Single Family	$	299,900.00	1303 Mullins LP N
81	Single Family	$	300,000.00	2505 Sumter DR
82	Single Family	$	302,300.00	905 Whitewing LN
83	Single Family	$	305,000.00	600 Harvest DR
84	Single Family	$	305,000.00	1308 Hawk Tree DR

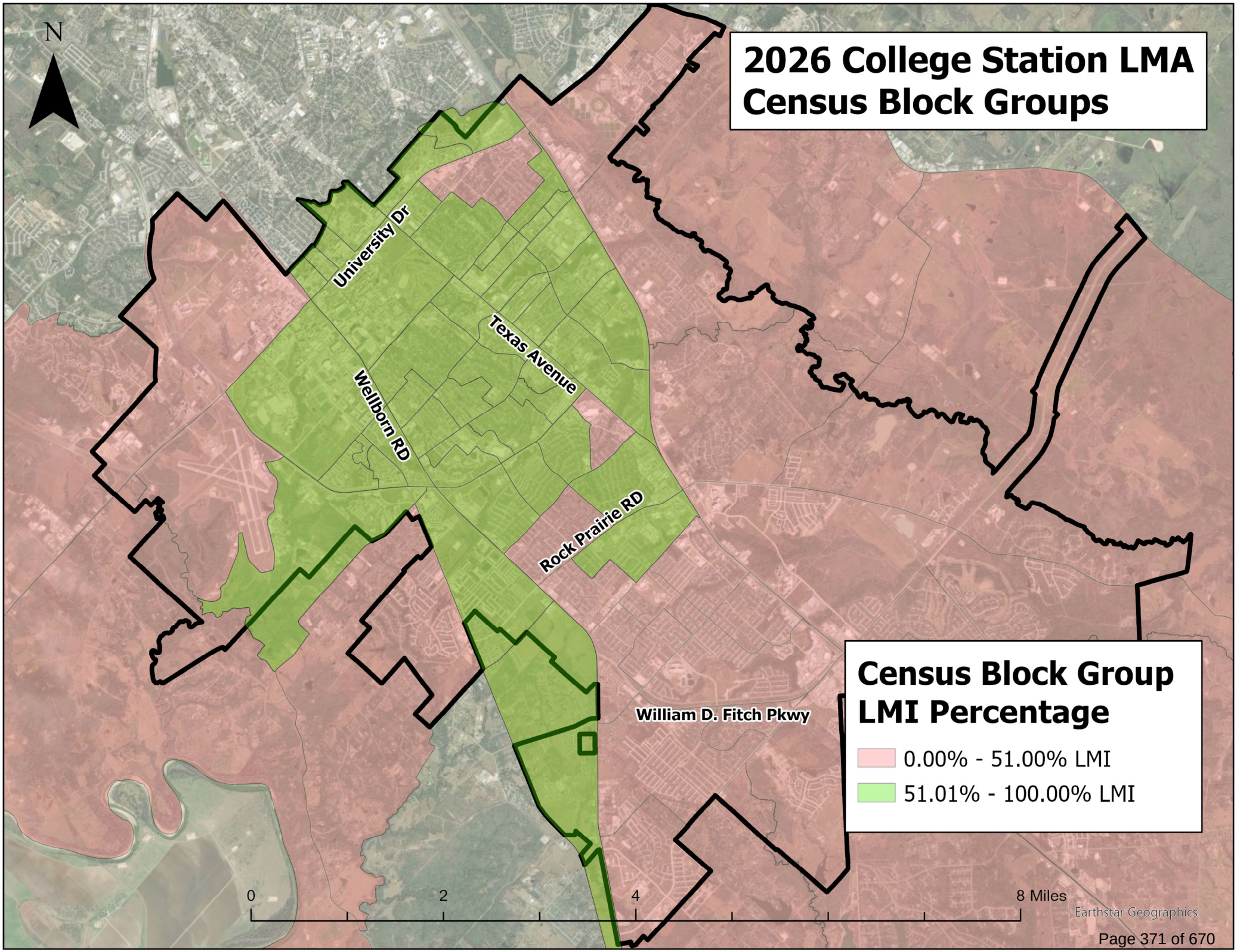
85	Single Family	$	305,000.00	3902 Bridgeberry CT	
86	Townhome	$	307,500.00	3323 General PKWY	
87	Single Family	$	308,000.00	4325 Spring Garden DR	
88	Single Family	$	310,000.00	904 TURTLE DOVE	
89	Single Family	$	310,000.00	4207 Quartz Creek CT	
90	Single Family	$	310,000.00	4017 Southern Trace DR	
91	Townhome	$	311,900.00	305 Holleman DR E Unit#507	
92	Patio Home	$	315,000.00	1315 Wilshire CT	
93	Townhome	$	315,000.00	434 WILLIAM D FITCH PKWY	
94	Single Family	$	317,500.00	4207 Conway CT	
95	Townhome	$	318,000.00	3334 Airborne AV	
96	Townhome	$	318,000.00	3521 General PKWY	
97	Single Family	$	320,000.00	8205 Raintree DR	
98	Single Family	$	320,000.00	412 Ash ST	
99	Single Family	$	320,000.00	3703 Stevens Creek CT	
100	Single Family	$	320,000.00	2607 Brookway CT	
101	Single Family	$	320,000.00	320 Robelmont DR	
102	Townhome	$	320,000.00	4120 Gunner TR	
103	Townhome	$	320,000.00	3326 Lieutenant AV	
104	Condo	$	323,650.00	305 Holleman Unit#902	
105	Single Family	$	325,000.00	8419 Lauren DR	
106	Single Family	$	325,000.00	934 Toledo Bend DR	
107	Single Family	$	325,500.00	957 Toledo Bend DR	Median Home Sales Price
108	Single Family	$	326,000.00	828 Nimitz ST	
109	Townhome	$	327,000.00	3187 Cain RD	
110	Single Family	$	327,500.00	8427 Alison AV	
111	Condo	$	330,000.00	1198 Jones Butler RD Unit#1105	
112	Single Family	$	330,000.00	612 Summerglen DR	
113	Single Family	$	330,000.00	2705 Brookway DR	
114	Townhome	$	332,500.00	3009 Towers PKWY	
115	Condo	$	334,000.00	1198 Jones Butler RD Unit#1605	
116	Single Family	$	335,000.00	8704 Bent Tree DR	
117	Single Family	$	335,000.00	826 Nimitz ST	
118	Townhome	$	335,000.00	1198 Jones Butler RD Unit#105	

119	Townhome	$	335,000.00	3212 Cullen TR
120	Townhome	$	336,000.00	3340 Lieutenant
121	Condo	$	338,321.00	1198 Jones Butler RD Unit#2302
122	Single Family	$	339,900.00	4118 Shallow Creek LP
123	Townhome	$	340,000.00	3205 Cullen TR
124	Townhome	$	341,000.00	3338 Airborne AV
125	Single Family	$	342,000.00	901 Barchetta DR
126	Single Family	$	345,000.00	2218 Brougham PL
127	Townhome	$	345,000.00	3224 Travis Cole AV
128	Condo	$	346,000.00	1198 Jones Butler RD Unit#705
129	Single Family	$	347,000.00	2204 Carlisle CT
130	Townhome	$	349,900.00	512 Hayes LN
131	Patio Home	$	350,000.00	1302 Essex Green
132	Single Family	$	350,000.00	15323 Still Water Meadow LN
133	Townhome	$	352,000.00	533 Momma Bear DR
134	Townhome	$	353,500.00	3013 Marvel CT
135	Townhome	$	354,500.00	3338 Cullen TR
136	Single Family	$	355,000.00	1736 Twin Pond CR
137	Single Family	$	355,000.00	4209 Belsay
138	Single Family	$	356,800.00	1707 Glade ST
139	Single Family	$	358,600.00	408 Pronghorn LP
140	Townhome	$	359,000.00	3620 Kenyon DR
141	Single Family	$	360,000.00	1210 Munson AV
142	Townhome	$	360,000.00	3118 Cullen TR
143	Townhome	$	364,000.00	403 Goldilocks LN
144	Townhome	$	364,000.00	405 Goldilocks LN
145	Townhome	$	364,000.00	407 Goldilocks LN
146	Single Family	$	365,000.00	8602 Jade DR
147	Single Family	$	365,000.00	9208 Timber Knoll DR
148	Single Family	$	370,000.00	714 Brussels DR
149	Single Family	$	370,000.00	4221 Little Rock CT
150	Single Family	$	375,000.00	1212 Brunswick CT
151	Townhome	$	378,000.00	3625 Kenyon DR
152	Single Family	$	380,000.00	2913 Meadowbrook CT

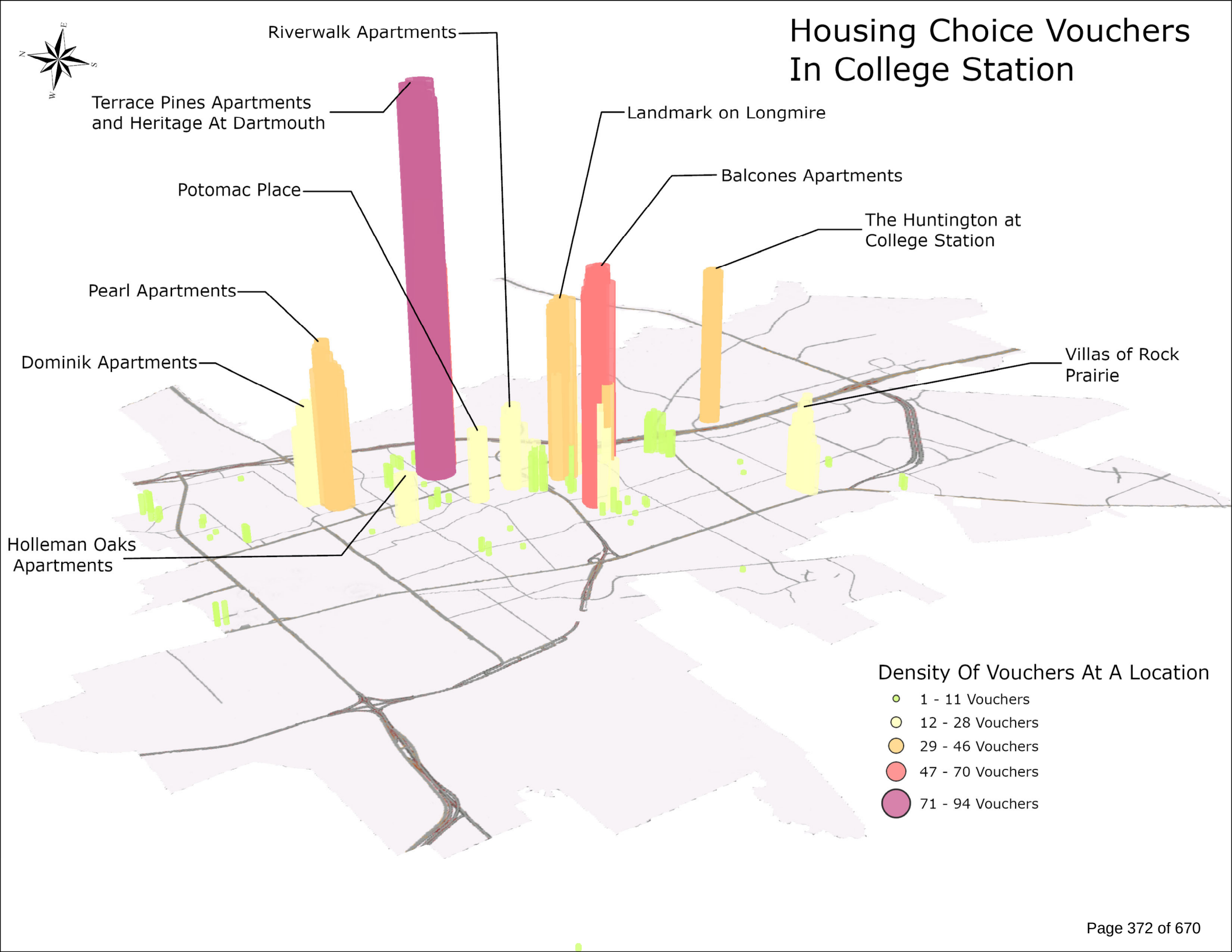
153	Single Family	$	380,000.00	1700 Lakeshore CT
154	Single Family	$	382,000.00	1402 Skrivanek
155	Single Family	$	385,000.00	9301 Chadwick LN
156	Single Family	$	387,999.00	2502 Kinnersley LN
157	Single Family	$	390,000.00	204 Hearthstone CR
158	Single Family	$	390,000.00	3903 Brownway CT
159	Townhome	$	390,000.00	3401 Papa Bear DR
160	Single Family	$	394,900.00	15613 Wood Brook
161	Townhome	$	397,000.00	515 Hayes LN
162	Single Family	$	400,000.00	9101 Waterford DR
163	Single Family	$	400,000.00	1104 Woodhaven CR
164	Single Family	$	403,250.00	810 Plum Hollow DR
165	Single Family	$	404,000.00	1200 Brunswick CT
166	Single Family	$	405,000.00	6401 Windwood DR
167	Single Family	$	405,000.00	2001 Nueces DR
168	Single Family	$	415,000.00	2051 Ravenstone Loop
169	Single Family	$	419,000.00	4404 Edinburgh PL
170	Single Family	$	425,000.00	14749 S Dowling RD
171	Single Family	$	427,600.00	9223 Brookwater CR
172	Single Family	$	430,000.00	406 Hayes LN
173	Single Family	$	435,000.00	4603 Caddie
174	Single Family	$	435,000.00	1502 Glade ST
175	Single Family	$	435,000.00	15635 Long Creek Lane
176	Single Family	$	438,500.00	406 Cold Spring DR
177	Single Family	$	450,000.00	3911 Eskew DR
178	Single Family	$	457,000.00	4004 Alford ST
179	Single Family	$	458,000.00	808 Southern Hills CT
180	Single Family	$	465,000.00	1502 Merry Oaks DR
181	Single Family	$	475,000.00	9308 Amberwood CT
182	Single Family	$	478,000.00	4408 Hearst CT
183	Single Family	$	485,000.00	3215 Caterina LN
184	Single Family	$	495,000.00	4406 Norwich DR
185	Single Family	$	500,000.00	704 Dover DR
186	Single Family	$	506,800.00	2472 Stone Castle

187	Single Family	$	508,000.00	1621 Park PL
188	Single Family	$	519,900.00	2170 Rockcliffe LP
189	Single Family	$	530,000.00	701 Putter CT
190	Single Family	$	542,500.00	103 Redmond DR
191	Single Family	$	558,000.00	1007 Falcon CR
192	Single Family	$	560,000.00	1604 Armistead ST
193	Single Family	$	575,000.00	4316 Toddington LN
194	Single Family	$	582,500.00	704 Prestwick CT
195	Single Family	$	615,000.00	102 Sterling ST Unit#A
196	Single Family	$	642,500.00	8419 Wildewood CR
197	Single Family	$	642,500.00	3605 Anderson Arbor CT
198	Single Family	$	650,000.00	209 Grove ST
199	Single Family	$	669,000.00	5116 Congressional DR
200	Single Family	$	675,000.00	5111 Sycamore Hills DR
201	Single Family	$	755,000.00	4906 Williams Ridge CT
202	Single Family	$	755,000.00	4812 Pearl River CT
203	Single Family	$	849,900.00	1911 Spanish Moss DR
204	Single Family	$	870,000.00	1016 Holt ST
205	Single Family	$	875,000.00	603 Guernsey ST
206	Single Family	$	885,000.00	4804 Crystal Ridge CT
207	Single Family	$	1,000,000.00	1612 George Bush DR
208	Single Family	$	1,267,000.00	1610 George Bush DR
209	Single Family	$	1,434,050.00	203 Timber ST
210	Single Family	$	1,500,000.00	1411 Royal Adelade DR
211	Single Family	$	1,935,000.00	8806 Queens CT
212	Single Family	$	2,100,000.00	300 Timber ST
213	Single Family	$	2,450,000.00	511 Old Jersey ST

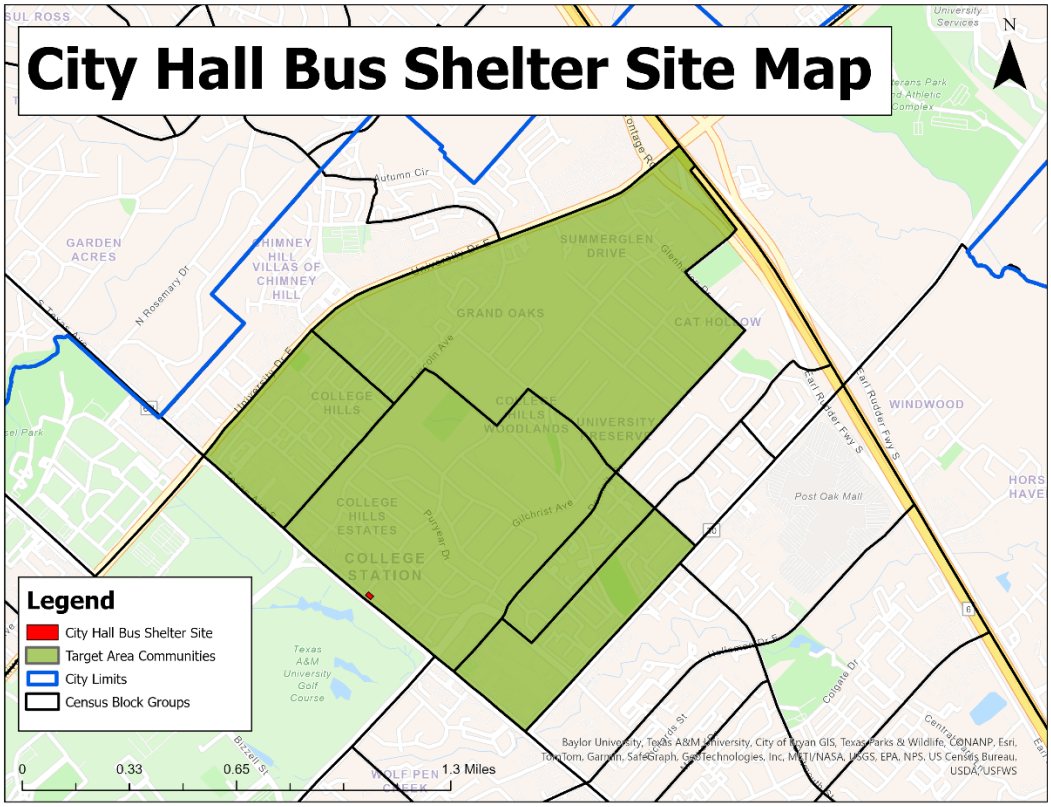
Number of Sales		213
Median Purchase Price	$	325,500.00
95% of MPP	$	309,225.00


2026 College Station LMA
Census Block Groups
N
University Dr
Texas Avenue
Wellborn RD
Rock Prairie RD
William D. Fitch Pkwy
Census Block Group
LMI Percentage
0.00% - 51.00% LMI
51.01% - 100.00% LMI
0
2
4
8 Miles
Earthstar Geographics

Housing Choice Vouchers In College Station



CDBG National Objective Documentation Record



Activity: City Hall Bus Shelter Construction

Boundary of Service Area Activity:

- Census Tract 13.02 Block Group 1
- Census Tract 13.03 Block Group 1
- Census Tract 13.03 Block Group 2
- Census Tract 13.03 Block Group 3
- Census Tract 13.03 Block Group 4

Basis for Boundary Determination:

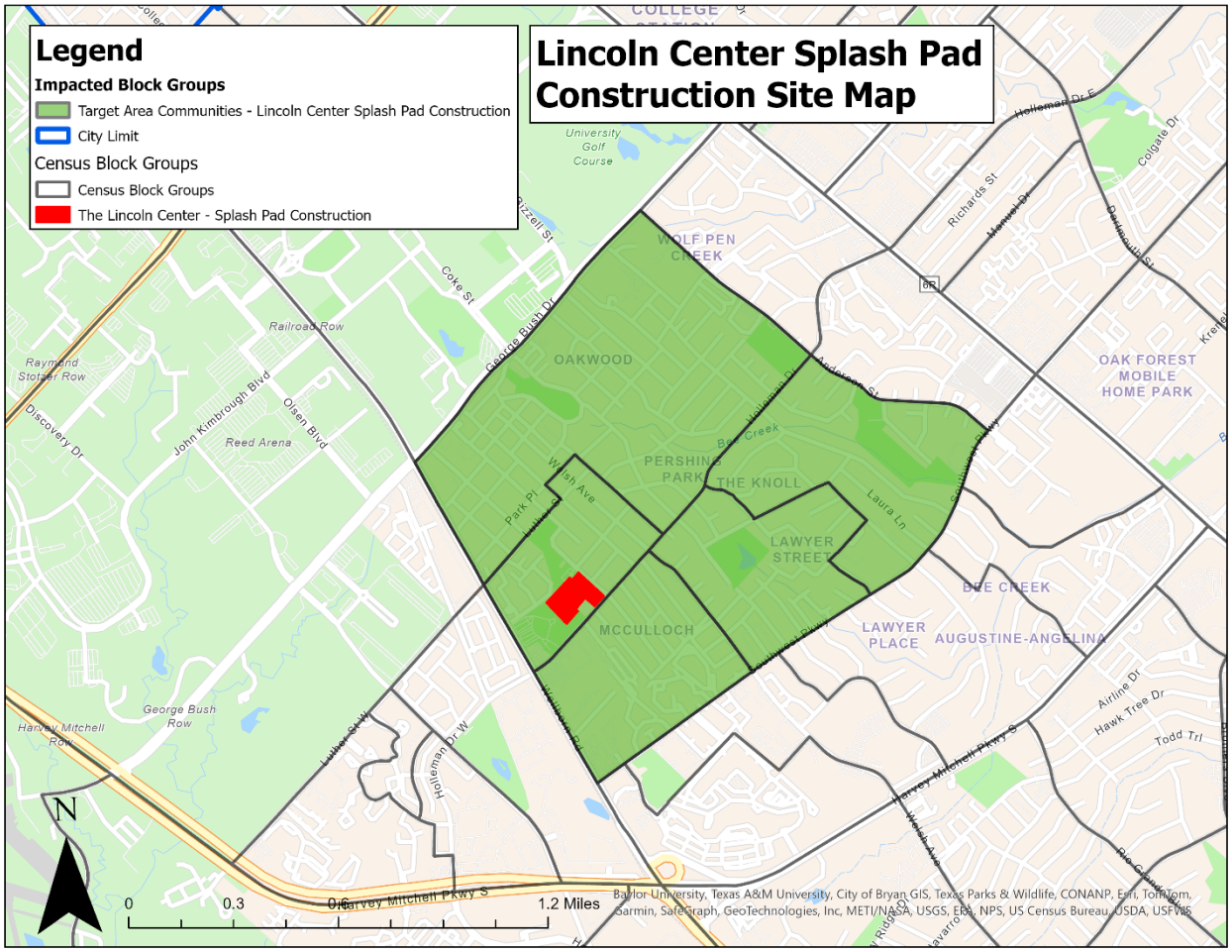
The City Hall Bus Shelter Construction project will provide a covered and shaded structure to those waiting for a bus at the corner of City Hall on Texas Avenue. This bus shelter will serve the surrounding low-income neighborhoods of the College Hills Estates, College Hills Woodlands, and The Dominik Apartments among others in the area and will provide safety from the weather as well facilitate the city's support of public transit routes within the community. The defined boundary was determined based on the reasonable expected distance an individual would commute to the area: up to approximately 1 mile away from the shelter without crossing any major roadways.

% of LMI Persons in Service Area: 68.97%

Data Used for Determining %: HUD CDBG Low- and Moderate-Income Summary Data (LMISD) based on the 2016-2020 American Community Survey (ACS)

Census Tract	Block Group	Total # of Residents	L/M Residents	% L/M
13.02	1	2490	1125	45.20%
13.03	1	1605	1095	68.20%
13.03	2	1200	1025	85.40%
13.03	3	650	585	90.00%
13.03	4	1145	1060	92.60%

CDBG National Objective Documentation Record



Activity: Lincoln Center Splash Pad Construction

Activity Number: 874

Boundary of Service Area Activity:

- Census Tract 16.05 Block Group 1
- Census Tract 16.05 Block Group 2
- Census Tract 16.06 Block Group 1
- Census Tract 16.08 Block Group 1
- Census Tract 16.08 Block Group 2

Basis for Boundary Determination:

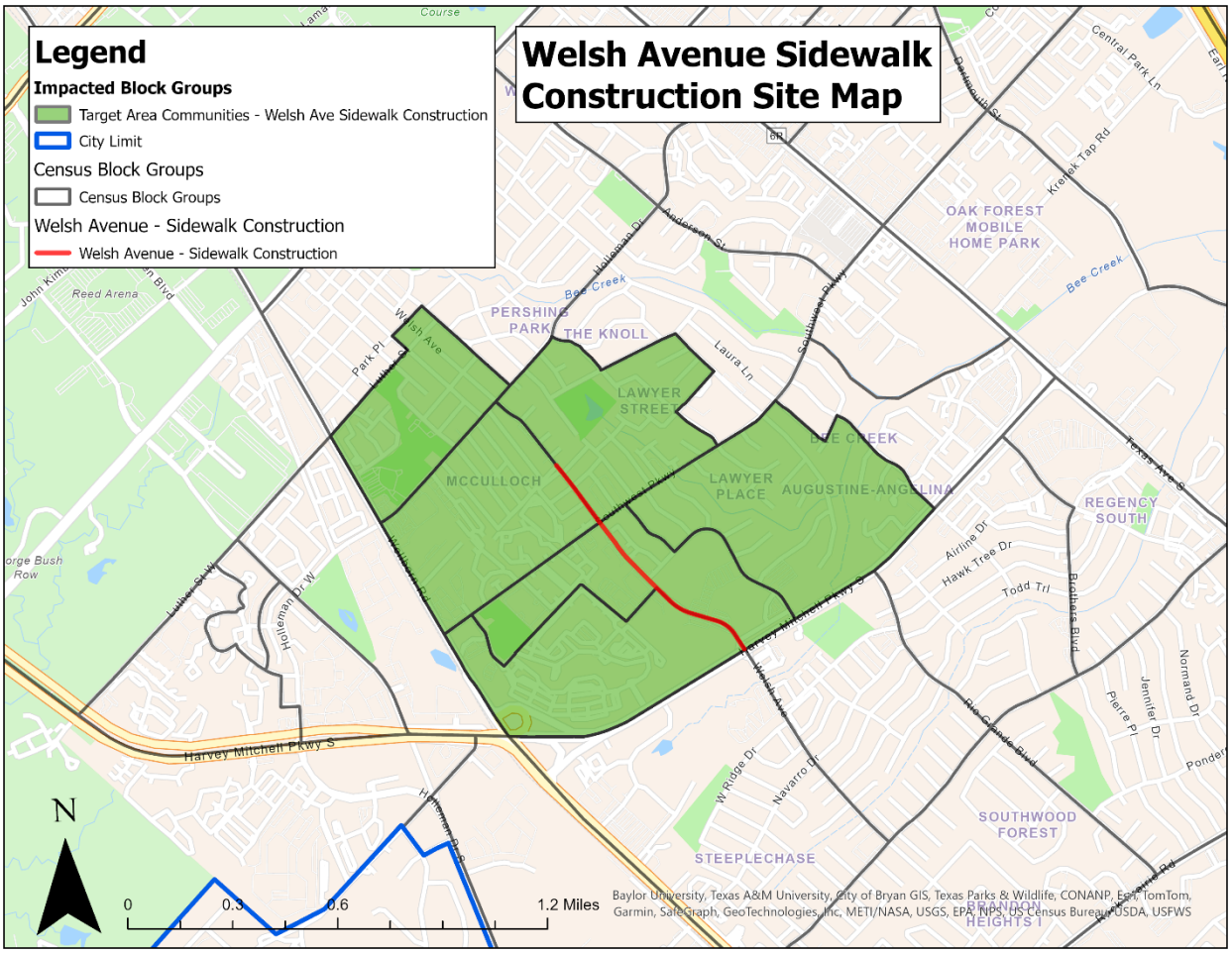
The splash pad project will serve to equip the Lincoln Recreation Center with the facilities necessary to continue offering youth programs and community engagement efforts that serve the low-income neighborhoods bounded by Wellborn Road to the west, Southwest Parkway to the south, George Bush Drive to the north, and Anderson Street to the east. The defined boundary was determined based on the reasonable expected distance an individual seeking emergency services could travel: up to approximately 1 mile away from the facility and not crossing any major roadways.

% of LMI Persons in Service Area: 67.62%

Data Used for Determining %: HUD CDBG Low- and Moderate-Income Summary Data (LMISD) based on the 2016-2020 American Community Survey (ACS)

Census Tract	Block Group	Total # of Residents	L/M Residents	% L/M
16.05	1	1,925	1,090	56.60
16.05	2	2,575	1,845	71.70
16.06	1	1,210	915	75.60
16.08	1	610	560	91.80
16.08	2	1,680	1,000	59.50

CDBG National Objective Documentation Record



Activity: Welsh Avenue Sidewalk Construction

Activity Number:

Boundary of Service Area Activity:

- Census Tract 16.04 Block Group 1
- Census Tract 16.04 Block Group 2
- Census Tract 16.04 Block Group 5
- Census Tract 16.05 Block Group 1
- Census Tract 16.05 Block Group 2
- Census Tract 16.08 Block Group 1

Basis for Boundary Determination:

The sidewalk construction project will serve to enhance mobility and safety in the neighborhoods surrounding A&M Consolidated High School; those being the low-income neighborhoods bounded by Wellborn Road to the west, Harvey Mitchell Parkway to the south, as far as Park Place to the north, and as far as Southwood Drive to the east. The defined boundary was determined based on the reasonable expected distance an individual seeking emergency services could travel: up to approximately 1 mile away from the facility and not crossing any major roadways.

% of LMI Persons in Service Area: 71.14%

Data Used for Determining %: HUD CDBG Low- and Moderate-Income Summary Data (LMISD) based on the 2016-2020 American Community Survey (ACS)

Census Tract	Block Group	Total # of Residents	L/M Residents	% L/M
16.04	1	1,205	1,190	98.80%
16.04	2	705	415	58.90%
16.04	5	950	570	60.00%
16.05	1	1,925	1090	56.60%
16.05	2	2,575	1,845	71.70%
16.08	1	610	560	91.80%

Policies and Procedures for Recaptured HOME-funded Homebuyer Programs

City of College Station
Community Services Department

Overview

In accordance with 24 CFR 92.254 *Qualification as affordable housing: Homeownership*, the City of College Station Community Services Department must impose either resale or recapture requirements on homeownership housing assisted with HOME funds. To qualify as affordable housing, it must:

- Be single-family, modest housing;
- Be acquired by a low-income family as its principal residence; and
- Meet affordability requirements for a specific period of time as determined by the amount of assistance provided.

The HOME rule at 24 CFR 92.254(a)(5) establishes the resale and recapture requirements that HOME Participating Jurisdictions must use for all homebuyer activities. These provisions are imposed for the duration of the period of affordability on all HOME-assisted homebuyer projects through a written agreement with the homebuyer, and enforced via lien, deed restrictions, or covenants running with the land. The resale or recapture provisions are triggered by any transfer of title, either voluntary or involuntary, during the established HOME period of affordability.

The following describes the terms of the provisions, the specific circumstances under which these provisions will be used, and how the City will enforce the provisions.

The City of College Station has adopted recapture provisions for HOME-assisted homebuyer projects. No other entities, including CHDOs, will carry out these projects.

Period of Affordability

The HOME rule at 24 CFR 92.254(a)(4) establishes the period of affordability for all homebuyer housing. For HOME-assisted homebuyer units under the recapture option, the period of affordability is based upon the *direct HOME subsidy* provided to the homebuyer that enabled the homebuyer to purchase the unit. The following table outlines the required minimum affordability periods.

If the total direct subsidy in the unit is:	The period of affordability is:
Under $15,000	5 years
Between $15,000 and $40,000	10 years
Over $40,000	15 years

The City has adopted a policy under the recapture provisions that the affordability period for the direct subsidy is indefinite – in other words, the period of affordability exists throughout the entire period of the agreement.

Recapture Provisions

The recapture provisions are established at 24 CFR 92.253(a)(5)(ii) and allow the original homebuyer to sell the property during the period of affordability, while the City is able to recapture the HOME assistance provided to the original homebuyer.

The **direct HOME subsidy** is the amount of HOME assistance, including any program income, which enables the homebuyer to buy the unit. The direct subsidy includes down payment and closing cost assistance. If HOME funds are used for the cost of developing a property and the unit is sold below fair market value, the difference between the fair market value and the purchase price is considered to be directly attributable to the HOME subsidy.

Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

Shared Equity Model

The recapture provisions adopted by the City of College Station provide that the entire HOME investment, otherwise known as the direct HOME subsidy, is subject to recapture. Additionally, if the home appreciates (sold by the original homebuyer at an amount above what it was purchased for), the City shares in the net proceeds, based on the percentage of the direct HOME subsidy comprising the original sales price.

The loan is structured as shared equity gap financing of up to 30% of the sales price for down payment and closing cost assistance. The loan is 0% and deferred, secured by a Note and Deed of Trust. Recapture of funds is required upon resale, failure to maintain as a homestead, or transfer of ownership. Funds returned to the City include the original amount borrowed plus a percentage of the equity realized.

Payment to the City may be enforced solely out of the net proceeds of the sale of the property or default if a recent appraisal by a certified appraiser shows the market value of the property being equal to or less than the sales price. In that event, the City may not receive the full amount of the direct HOME subsidy provided to the homebuyer.

Share Equity Example:

If a client borrowed $25,000 to purchase a $100,000 home (25% of the sales price) and sold the home ten years later for $130,000, 25% of the equity accrued would be due back to the City along with the original $25,000 borrowed. In this case, $30,000 in equity was realized, so 25% and the original loan amount would be due back ($7,500 + $25,000 = $32,000).

The recaptured funds will be used to carry out HOME eligible activities.

Limits on HOME Assistance

Homes acquired using the direct HOME subsidy must have a purchase price of the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(ii) of 24 CFR 92.254.

In addition, the amount of HOME funds invested must not exceed the HOME Maximum Per-Unit Subsidy Limits.



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

July 23, 2026
Item No. 7.7.
City-wide Sidewalks and Shared Use Path Project Design CO

Sponsor: Melissa Thomas, Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a change order to the Design Contract with Colliers Engineering & Design for the Citywide Sidewalks and Shared-use paths Project in the amount of $64,988.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This change order includes additional design fee to include an arborist and tree preservation services during design and construction for the city-wide sidewalk extension/ connections of high priority sidewalks near CSISD schools and Texas A&M University Campus as well as Bee Creek Tributary B shared use path extension, Bee Creek Trail shared use path extension, and Spring Creek Trail Phase 4 shared use path.

This change order also includes additional services for construction administration for the Welsh Crosswalk improvements at AMCHS that were pulled out as a separate construction bid from the rest of the sidewalks and shared use paths projects and is currently under construction.

Budget & Financial Summary: Budget in the amount of $5,750,000 is included for this project in the Streets Capital Projects Fund. A total of $1,216,086 has been expended or committed to date, leaving a balance of $4,533,914 in the project budget for this design contract and future costs.

Attachments:
1. City-Wide Sidewalks Design CO

CHANGE ORDER NO. 2 DATE: 06/25/2026 Contract No.:25300583
PO No. 25204524 PROJECT: Citywide Sidewalks and Shared Use Paths Project RFQ: 25-028

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

CONTRACTOR:
Colliers Engineering & Design
101 Crawfords Corner Road, Suite 3400
Holmdel, NJ 07733

PURPOSE OF THIS CHANGE ORDER:

A. Additional Design Fee to incorporate arborist and tree preservation services from insured contractor, additional construction services due to breaking out construction of the Welsh Crosswalks from the rest of the sidewalks project.

ITEM NO	DESCRIPTION	CONTRACT	REVISED CONTRACT	ADDED COST
1	Citywide Sidewalks AE Design Services PO Line 1 (ST2502)	$ 271,646.10	$ 308,852.50	$ 37,206.40
2	Bee Creek Trib B Shared Use Path AE Design Services Line 2 (ST2503)	$ 230,227.50	$ 234,576.90	$ 4,349.40
3	Spring Creek Ph 4 Shared Use Path AE Design Services Line 3 (ST2504)	$ 171,455.84	$ 187,502.64	$ 16,046.80
4	Bee Creek Trail Shared Use Path (ST2505)	$ 225,693.28	$ 233,078.68	$ 7,385.40
			TOTAL	$64,988.00

THE NET AFFECT OF THIS CHANGE ORDER IS 7.65% INCREASE.

UPDATE:	**Line 1: Citywide Sidewalks - ST2502 (41399971-6560)**	$ 37,206.40		
	Line 2: Bee Creek Trib B Shared Use Path - ST2503 (41399971-6560)	$ 4,349.40		
	Line 3: Spring Creek Trail Ph 4 Shared Use Path - ST2504 (41399971-6560)	$ 16,046.80		
	Line 4: Bee Creek Trail Shared Use Path - ST2505 (41399971-6560)	$ 7,385.40		
TOTAL CHANGE ORDER		$ 64,988.00		
ORIGINAL CONTRACT AMOUNT		$ 849,049.39		
CHANGE ORDER NO. 1		$ 49,973.40	5.89%	CHANGE
CHANGE ORDER NO. 2		$ 64,988.00	7.65%	CHANGE
REVISED CONTRACT AMOUNT		$964,010.79	13.54%	TOTAL CHANGE
ORIGINAL CONTRACT TIME		148	Days	
			Days	
Revised Contract Time		148	Days	

APPROVED

Chris Otto	6/29/2026		7/2/2026
CONSTRUCTION CONTRACTOR	Date	CITY ATTORNEY	Date
Melissa Thomas	6/26/2026	John A. Haislet	7/2/2026
PROJECT MANAGER	Date	ASST CITY MGR - CFO	Date
Jennifer Cain	7/2/2026		
DEPARTMENT DIRECTOR	Date	CITY MANAGER	Date

Colliers Engineering & Design, Inc.
13501 Katy Freeway Suite 1350
Houston, Texas 77079
Main: 979-431-5245

Additional Services Request

Date: 6/25/2026
Client: City of College Station
Project Name: ST2502-2505 - Citywide Sidewalks and Shared Use Paths
Project No.: 24013356
Project ASR No. 2

We request your review and authorization of services as outlined below in order to proceed:
Services requested by: Melissa Thomas, PE, LEED AP BD+C Project Manager, Capital Projects
Description of service contract scope:

Colliers Engineering & Design, Inc. ("CED") proposes to provide the following Construction Phase Services for the Welsh Avenue Mid-Block Crossing Improvements for the City of College Station.

This proposed scope includes construction administration, coordination, and observation services associated with the construction of three (3) mid-block crossing improvements along Welsh Avenue in accordance with the approved construction plans and contract documents, including the following:

1. Attend and participate in the pre-construction meeting.
2. Provide project administration services, including review of pay applications, change orders, testing reports, and other construction-related documentation.
3. Review contractor submittals and Requests for Information (RFIs) and provide responses and recommendations, as necessary.
4. Attend project progress meetings and prepare meeting minutes, as required.
5. Provide engineering support for minor design clarifications and field adjustments resulting from existing site conditions encountered during construction.
6. Conduct periodic site visits and coordinate with the City, Contractor, utility providers, and project stakeholders throughout construction.
7. Assist with project closeout activities, including punch list preparation, substantial completion review, final completion review, TDLR coordination, and record drawing review, and coordination of project closeout documentation.

Note that the project arborist has been changed from C.N. Koehl Urban Forestry to Plant People. Arborist services will be provided under a separate task and will include tree inventory, design-phase services, and construction-phase services associated with tree preservation and protection measures.

Colliers Engineering & Design

1.1 Construction Phase Services – Welsh Mid Block Crossings	**$17,305.00**
1.2 Tree Protection Services – AutoCAD Drafting	**$2,220.00**
2.0 Supplemental Tree Protection Services	**$64,966.00**
2.A City Sidewalks	$21,582.00
2.B Bee Creek Trib B	$8,250.00
2.C Bee Creek	$23,848.00
2.D Spring Creek	$11,286.00
ASR #1 Deduction – Tree Protection Services	**($19,503.00)**
A City Sidewalks	($3,900.60)
B Bee Creek Trib B	($3,900.60)
C Bee Creek	($7,801.20)
D Spring Creek	($3,900.60)
ASR #2 Total	**$64,988.00**

ASR #2	**$64,988.00**
A City Sidewalks	$37,206.40
B Bee Creek Trib B	$4,349.40
C Bee Creek	$16,046.80
D Spring Creek	$7,385.40

Colliers Engineering & Design

☒ All services outlined herein are governed by the terms and conditions established in the original agreement between the parties City of College Station Architects & Engineering Professional Services Contract with Construction dated 7/24/2025

Services outlined above shall be invoiced:

☒ **Time and Material**

☐ **Lump sum**

☐ **Per diem/hourly**

Terms remain as per referenced agreement.

Revised Contract = $899,022.79

ASR #2 = $62,768.00

Total Fee = $961,790.79

I (we) hereby authorize the services to proceed as outlined in Exhibit A:

Additional Services Request form Prepared by:

Chris Otto, PE

Guillermo Benavides, PE
Department Manager

Signer's Name (Print)

Regional Discipline Lead's (RDL) Name (Print)

Signature

RDL's Signature

6/25/2026

Please sign the form where indicated & email or mail to Colliers Engineering & Design for our records.

Colliers Engineering & Design

EXHIBIT A TO SERVICES REQUEST

Colliers Engineering & Design, Inc. ("CED") proposes to provide the following services for Construction Phase Services for Mid Block Crossing & Supplemental Tree Protection Services

Scope of Services

Task 1.0 – Construction Phase Services

The proposed scope includes construction phase services associated with the construction of the three (3) mid-block crossing improvements along Welsh Avenue in accordance with the approved plans and contract documents provided by the Client/Engineer, including the following:

1. Review construction documents, contractor submittals, Requests for Information (RFIs), schedules, testing reports, and other project-related documentation.
2. Provide construction administration and coordination services with the City, Contractor, utility providers, and other project stakeholders throughout construction.
3. Attend project meetings, including the pre-construction meeting, progress meetings, and other coordination meetings, as required.
4. Conduct periodic site visits to observe construction progress, review contractor pay applications, and provide general engineering support related to plan interpretation, field conditions, and minor design clarifications.
5. Assist with project closeout activities, including preparation of punch lists, substantial completion review, final completion review, record drawing review, and coordination of project closeout documentation.

Additional services resulting from significant design revisions, changes in project scope, extensive utility coordination beyond normal construction phase efforts, contractor delays, or other services not specifically described herein shall be considered additional services and billed in accordance with current Colliers Engineering & Design, Inc. Time & Material rates.

Task 2.0 – Supplemental Tree Protection Services

Scope of Tree Protection Services

Plant People, LLC. will provide technical assistance for tree preservation and protection during the design phase of the City of College Station Sidewalk and Shared Use Path Project. This project spans approximately 17,101 linear feet across various specified streets and trail extensions. The primary objective of the tree preservation planning is to ensure long-term tree survival and growth, specifically addressing trees that risk losing critical structural root systems due to construction.

2.1 Field Evaluation & Site Visit

- Personnel will walk on every street or proposed trail extension where construction is planned to evaluate the specific impacts of the design and the preservation feasibility for each tree.

- The team will confirm surveyed tree locations and approximate the locations of any impacted trees that were not captured by the surveyor.
- Proposed construction activities adjacent to each tree will be evaluated to determine potential impacts on the tree's long-term survival and structural integrity.
- This evaluation will be conducted in conjunction with the 60% submittal Tree Preservation Plan.

2.2 60% Submittal Tree Preservation Plan

- The team will review engineer-provided plan and profile drawings to determine individual treatments for each numbered tree.
- Public and private trees adjacent to construction will be evaluated to ensure construction does not destroy too much of the structural root system.
- If structural impacts or conflicts arise, the forester will recommend minor design changes (e.g., maximum sidewalk slopes or alternative surfaces) or tree removals.
- An AutoCAD-drawn tree protection plan will be developed to outline mitigative and protective treatments necessary for tree survival.
- Specifications will be drafted to address tree protection, recommendations from the treatment schedule, and any replacement planting required to comply with the local Tree Ordinance.
- Details, quantity totals, and cost estimates for each tree treatment will be generated.

2.3 90% Submittal Tree Preservation Plan

- Between the 60% and 90% submittals, the team will review the construction design following City comments to ensure any design changes are properly incorporated into the tree protection plan.
- Necessary adjustments will be made in the DWG drawings and resubmitted to the engineer.
- Quantity and cost estimates, along with specifications, will be updated and forwarded for inclusion in the project.

2.4 Mylar-Bid Ready/Final Tree Preservation Plan

- A final review of the construction design will occur just prior to the final submittal to incorporate any final City comments on the 90% submittal.
- Final changes will be executed in the DWG drawings and resubmitted to the engineer for final plotting.
- The finalized specifications and quantity/cost estimates will be forwarded for project inclusion.

2.5 Construction Phase

- Pre-Bid Meeting – Attend and participate in one (1) pre-bid meeting to address tree preservation requirements and respond to contractor questions related to the arborist recommendations.
- Pre-Construction Meeting – Attend and participate in one (1) pre-construction meeting to review tree protection measures, preservation requirements, and contractor responsibilities.

- Submittal Review – Review contractor submittals related to tree protection, preservation, and mitigation measures, and provide comments and recommendations to the design team.
- Site Inspections – Conduct monthly site inspections during construction to verify compliance with approved tree protection and preservation measures. Prepare and distribute inspection summaries documenting observations, deficiencies, and recommended corrective actions, as necessary.
- Construction Support – Provide limited consultation and coordination with the Owner, Contractor, and Design Team regarding tree preservation issues encountered during construction.

Deliverables

- Redlined plan and profile drawings highlighting minor design change recommendations, delivered via email.
- A complete AutoCAD (DWG) Tree Preservation Plan, estimated to span 14 to 16 total sheets (including 12-14 plan sheets and 2 project detail sheets).
- A signed PDF file of the tree protection plan, emailed or uploaded to an FTP site.
- A comprehensive tree treatment schedule detailing each tree by number, species, diameter, condition, and recommended treatment.
- Detailed specifications covering tree protection details and replacement planting.
- Quantity totals and cost estimates for each tree treatment, updated at each submittal phase.

Project Name

City of College Station Sidewalk and SUP (Welsh Mid-Block Crossings)

LEVEL OF EFFORT (LOE)

Colliers Engineering & Design

			MUNI	MUNI	MUNI	MUNI	MUNI	MUNI	TRAFFIC	MUNI		
EMPLOYEE NAME			Chris Otto	Guillermo Benavides	Carlos Fuentes	Stanford Nguyen	Chase Jinks	Diana Hernandez Videa	Shaun Spivey	Aileen Schwartz	**TOTALS**	
CLASSIFICATION			Senior Principal	Principal	Technical Director	Senior Project Specialist	Technical Professional	Technical Professional	Principal	Data Technician	Labor Hours	Labor Expense
		HOURLY RATE	$ 355.00	$ 330.00	$ 240.00	$ 210.00	$ 185.00	$ 185.00	$ 330.00	$ 120.00		
1	**Basic Services**		0	3	0	48	4	7	12	2	76	$ 17,305.00
1.2	*Construction Phase Services*		0	3	0	48	4	7	12	2	76	$ 17,305.00
1.2.1	Pre-Construction Meeting					2					2	$ 420.00
1.2.2	Project Administration (Pay App Review, Change Orders, Lab Testing Review) (3 Total Pay App Review & Recommendations)			1		10				1	12	$ 2,550.00
1.2.3	Submittals (1hr/Submittal) (12 Estimated Submittals)					12	2		6		20	$ 4,870.00
1.2.4	Bi-Weekly Meetings (4 - Bi-Weekly Meetings & Minutes)			1		6			1		8	$ 1,920.00
1.2.5	Requests for Information (Coordination and Review/Response) (1hr/RFI) (Approx. 2 in depth RFI)			1		4		2	2		9	$ 2,200.00
1.2.6	Design Changes (Based on Current Conditions)					1		4	2		7	$ 1,610.00
1.2.7	Coordination & Site Visits (Coordination with Project Team)					8	2				10	$ 2,050.00
1.2.8	Project Close-Out (1hr - Substantial Completion, 1hr - Final Completion, Punchlist, and TDLR Inspection)					4				1	5	$ 960.00
1.2.9	Record Drawings					1		1	1		3	$ 725.00
~~1.9~~	~~*QA/QC throughout all tasks*~~										~~0~~	~~$ -~~
		SUBTOTAL BASE HOURS	0	3	0	48	4	7	12	2	76	
			$ -	$ 990	$ -	$ 10,080	$ 740	$ 1,295	$ 3,960	$ 240		**$ 17,305.00**

Bee Creek Sidewalk Project

PREPARED FOR:

Colliers Engineering
3091 University Drive E. Ste 320
Bryan, TX 77802
Phone: 979 431 5245

January 5, 2026

PREPARED BY:
Jeffrey N. Lehde, M.S., BCMA
ISA Board-Certified Master Arborist #TX-1113B
Plant People, LLC
P.O. Box 30
Wellborn, TX 77881
(Off.) 979-224-3916

PLANT PEOPLE, LLC

P.O. Box 603 Millican, TX 77866 – Office 979.224.3916

Summary of Proposals

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Bee Creek, College Station, TX

Proposal Summary

Tree Inventory	**$ 6,800.00**
Design Phase	**$ 10,680.00**
Construction Phase	**$ 4,200.00**
Total	**$ 21,680.00***

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days.
All accounts are net payable upon receipt of invoice.

PLANT PEOPLE, LLC

P.O. Box 603 Millican, TX 77866 – Office 979.224.3916

Proposal

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Bee Creek, College Station, TX

Tree Inventory

Collect tree data for approximately 225 trees along Bee Creek PUE that may be impacted by construction. Data collection will include tree diameter, species, and other descriptive attributes to help determine tree preservation requirements. Each tree will be tagged with a unique numerical identification marker for the surveyor to locate. The tree data will be submitted electronically in spreadsheet format. It is assumed that right of entry to access trees on private property will be provided by the project owner.

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total $ 6,800.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

PLANT PEOPLE, LLC

P.O. Box 603 Millican, TX 77866 – Office 979.224.3916

Proposal

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Bee Creek, College Station, TX

Design Phase Work Scope

Public Meetings – Attend up to two public meetings, provide advice regarding tree impacts, and submit written recommendations to the design firm to address the tree related concerns from each meeting.

Design Review 60% – Review tree survey and alignment plans to identify impacted trees. Make onsite inspections to confirm conflicts and provide tree protection/treatment recommendations for individual trees impacted.

Design Review 90% – Review plans to identify changes to impacted trees. Make onsite inspections to confirm conflicts and provide tree protection/treatment recommendations for individual trees impacted.

Technical Drawings & Specifications – Provide tree protection treatment drawings and specifications for this project. (Collier Engineering will format drawings for the plans).

Budget Estimate – Provide budget estimates for tree protection/treatment recommendations.

Final Review – Review any City comments and provide finalized tree protection measures, special specifications, and cost estimates.

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total $ 10,680.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

PLANT PEOPLE, LLC

P.O. Box 603 Millican, TX 77866 – Office 979.224.3916

Proposal

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Bee Creek, College Station, TX

Construction Phase Work Scope

Attend Pre-Bid Meeting.

Attend Pre-Construction Meeting.

Submittal Review – Review tree protection submittals from Contractor and provide feedback to Design firm.

Weekly Site Inspections – Provide monthly site inspections for compliance with required tree preservation measures.

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total $ 4,200.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

Bee Creek Tributary Sidewalk Project

PREPARED FOR:

Colliers Engineering
3091 University Drive E. Ste 320
Bryan, TX 77802
Phone: 979 431 5245

January 5, 2026

PREPARED BY:
Jeffrey N. Lehde, M.S., BCMA
ISA Board-Certified Master Arborist #TX-1113B
Plant People, LLC
P.O. Box 30
Wellborn, TX 77881
(Off.) 979-224-3916

PLANT PEOPLE, LLC

P.O. Box 603 Millican, TX 77866 – Office 979.224.3916

Summary of Proposals

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Bee Creek Tributary, College Station, TX

Proposal Summary

Tree Inventory	**$ 2,600.00**
Design Phase	**$ 3,400.00**
Construction Phase	**$ 1,500.00**
Total	**$7,500.00***

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days.
All accounts are net payable upon receipt of invoice.

PLANT PEOPLE, LLC

P.O. Box 603 Millican, TX 77866 – Office 979.224.3916

Proposal

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Bee Creek Tributary, College Station, TX

Tree Inventory

Collect tree data for approximately 60 trees along Bee Creek Tributary PUE that may be impacted by construction. Data collection will include tree diameter, species, and other descriptive attributes to help determine tree preservation requirements. Each tree will be tagged with a unique numerical identification marker for the surveyor to locate. The tree data will be submitted electronically in spreadsheet format. It is assumed that right of entry to access trees on private property will be provided by the project owner.

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total $ 2,600.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

PLANT PEOPLE, LLC

P.O. Box 603 Millican, TX 77866 – Office 979.224.3916

Proposal

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Bee Creek Tributary, College Station, TX

Design Phase Work Scope

Public Meetings – Attend up to two public meetings, provide advice regarding tree impacts, and submit written recommendations to the design firm to address the tree related concerns from each meeting.

Design Review 60% – Review tree survey and alignment plans to identify impacted trees. Make onsite inspections to confirm conflicts and provide tree protection/treatment recommendations for individual trees impacted.

Design Review 90% – Review plans to identify changes to impacted trees. Make onsite inspections to confirm conflicts and provide tree protection/treatment recommendations for individual trees impacted.

Technical Drawings & Specifications – Provide tree protection treatment drawings and specifications for this project. (Collier Engineering will format drawings for the plans).

Budget Estimate – Provide budget estimates for tree protection/treatment recommendations.

Final Review – Review any City comments and provide finalized tree protection measures, special specifications, and cost estimates.

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total $ 3,400.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

PLANT PEOPLE, LLC

P.O. Box 603 Millican, TX 77866 – Office 979.224.3916

Proposal

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Bee Creek Tributary, College Station, TX

Construction Phase Work Scope

Attend Pre-Bid Meeting.

Attend Pre-Construction Meeting.

Submittal Review – Review tree protection submittals from Contractor and provide feedback to Design firm.

Weekly Site Inspections – Provide monthly site inspections for compliance with required tree preservation measures.

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total $ 1,500.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

Spring Creek Trail Sidewalk Project

PREPARED FOR:

Colliers Engineering
3091 University Drive E. Ste 320
Bryan, TX 77802
Phone: 979 431 5245

January 5, 2026

PREPARED BY:
Jeffrey N. Lehde, M.S., BCMA
ISA Board-Certified Master Arborist #TX-1113B
Plant People, LLC
P.O. Box 30
Wellborn, TX 77881
(Off.) 979-224-3916

PLANT PEOPLE, LLC

P.O. Box 603 Millican, TX 77866 – Office 979.224.3916

Summary of Proposals

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Spring Creek, College Station, TX

Proposal Summary

Tree Inventory	**$ 3,860.00**
Design Phase	**$ 4,800.00**
Construction Phase	**$ 1,600.00**
Total	**$10,260.00***

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days.
All accounts are net payable upon receipt of invoice.

PLANT PEOPLE, LLC

P.O. Box 603 Millican, TX 77866 – Office 979.224.3916

Proposal

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Spring Creek, College Station, TX

Tree Inventory

Collect tree data for approximately 85 trees along Spring Creek PUE that may be impacted by construction. Data collection will include tree diameter, species, and other descriptive attributes to help determine tree preservation requirements. Each tree will be tagged with a unique numerical identification marker for the surveyor to locate. The tree data will be submitted electronically in spreadsheet format. It is assumed that right of entry to access trees on private property will be provided by the project owner.

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total $ 3,860.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

PLANT PEOPLE, LLC

P.O. Box 603 Millican, TX 77866 – Office 979.224.3916

Proposal

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Spring Creek, College Station, TX

Design Phase Work Scope

Public Meetings – Attend up to two public meetings, provide advice regarding tree impacts, and submit written recommendations to the design firm to address the tree related concerns from each meeting.

Design Review 60% – Review tree survey and alignment plans to identify impacted trees. Make onsite inspections to confirm conflicts and provide tree protection/treatment recommendations for individual trees impacted.

Design Review 90% – Review plans to identify changes to impacted trees. Make onsite inspections to confirm conflicts and provide tree protection/treatment recommendations for individual trees impacted.

Technical Drawings & Specifications – Provide tree protection treatment drawings and specifications for this project. (Collier Engineering will format drawings for the plans).

Budget Estimate – Provide budget estimates for tree protection/treatment recommendations.

Final Review – Review any City comments and provide finalized tree protection measures, special specifications, and cost estimates.

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total $ 4,800.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

PLANT PEOPLE, LLC

P.O. Box 603 Millican, TX 77866 – Office 979.224.3916

Proposal

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Spring Creek, College Station, TX

Construction Phase Work Scope

Attend Pre-Bid Meeting.

Attend Pre-Construction Meeting.

Submittal Review – Review tree protection submittals from Contractor and provide feedback to Design firm.

Weekly Site Inspections – Provide monthly site inspections for compliance with required tree preservation measures.

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total $ 1,600.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

Street Sidewalk Project

PREPARED FOR:

Colliers Engineering
3091 University Drive E. Ste 320
Bryan, TX 77802
Phone: 979 431 5245

January 5, 2026

PREPARED BY:
Jeffrey N. Lehde, M.S., BCMA
ISA Board-Certified Master Arborist #TX-1113B
Plant People, LLC
P.O. Box 30
Wellborn, TX 77881
(Off.) 979-224-3916

PLANT PEOPLE, LLC

P.O. Box 30 Wellborn, TX 77881 – Office 979.224.3916

Summary of Proposals

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Ash St., Dexter Dr., Foster Ave., George Bush Dr., Nueces Dr., Timber St., Walton Dr., and Welsh Ave., College Station, TX

Proposal Summary

Tree Inventory	**$ 4,840.00**
Design Phase	**$ 10,580.00**
Construction Phase	**$ 4,200.00**
Total	**$ 19,620.00***

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

PLANT PEOPLE, LLC

P.O. Box 30 Wellborn, TX 77881 – Office 979.224.3916

Proposal

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Ash St., Dexter Dr., Foster Ave., George Bush Dr., Nueces Dr., Timber St., Walton Dr., and Welsh Ave., College Station, TX

Tree Inventory

Collect tree data for approximately 200 trees along multiple street locations that may be impacted by construction. Data collection will include tree diameter, species, and other descriptive attributes to help determine tree preservation requirements. Each tree will be tagged with a unique numerical identification marker for the surveyor to locate. The tree data will be submitted electronically in spreadsheet format. It is assumed that right of entry to access trees on private property will be provided by the project owner.

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total $ 4,840.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

PLANT PEOPLE, LLC

P.O. Box 30 Wellborn, TX 77881 – Office 979.224.3916

Proposal

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Ash St., Dexter Dr., Foster Ave., George Bush Dr., Nueces Dr., Timber St., Walton Dr., and Welsh Ave., College Station, TX

Design Phase Work Scope

Public Meetings – Attend up to two public meetings, provide advice regarding tree impacts, and submit written recommendations to the design firm to address the tree related concerns from each meeting.

Design Review 60% – Review tree survey and alignment plans to identify impacted trees. Make onsite inspections to confirm conflicts and provide tree protection/treatment recommendations for individual trees impacted.

Design Review 90% – Review plans to identify changes to impacted trees. Make onsite inspections to confirm conflicts and provide tree protection/treatment recommendations for individual trees impacted.

Technical Drawings & Specifications – Provide tree protection treatment drawings and specifications for this project. (Collier Engineering will format drawings for the plans).

Budget Estimate – Provide budget estimates for tree protection/treatment recommendations.

Final Review – Review any City comments and provide finalized tree protection measures, special specifications, and cost estimates.

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total $ 10,5860.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

PLANT PEOPLE, LLC

P.O. Box 30 Wellborn, TX 77881 – Office 979.224.3916

Proposal

Client:	Colliers Engineering	Date:	January 5, 2026
Mailing Address:	3091 University Drive E. Ste 320 Bryan, TX 77802	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Stanford Nguyen 979-255-8618	stanford.nguyen@collierseng.com	

Work Locations: Ash St., Dexter Dr., Foster Ave., George Bush Dr., Nueces Dr., Timber St., Walton Dr., and Welsh Ave., College Station, TX

Construction Phase Work Scope

Attend Pre-Bid Meeting.

Attend Pre-Construction Meeting.

Submittal Review – Review tree protection submittals from Contractor and provide feedback to Design firm.

Weekly Site Inspections – Provide monthly site inspections for compliance with required tree preservation measures.

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

Total $ 4,200.00*

Owner's Approval

Arborist Signature

*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days. All accounts are net payable upon receipt of invoice.

July 23, 2026
Item No. 7.8.
College Heights Utility Rehab Design CO

Sponsor: Melissa Thomas, Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the approval of a change order to the professional service contract with Kimley-Horn and Associates, Inc., in the amount of $50,000, for the College Heights Utility Rehabilitation Project.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The change order is for design team efforts to evaluate options to minimize disruption to land owners, which involves shifting scope from the Northeast Trunkline Phase 4 project to College Heights Utility Rehab. This requires modifications to the College Heights Utility Rehab plans and the Northeast Trunkline Phase 4 plans and impact analysis. The College Heights project includes the rehabilitation of water and wastewater lines in the northside area, in the vicinity of Hensel, Eisenhower Street, University Drive, Jane Street, and Nimitz Street.

Budget & Financial Summary: A combined total budget of $7.65M is included for this project in the Wastewater and Water Capital Improvement Projects Fund. A combined total of $950,212 has been expended or committed to date, leaving a combined balance of $6,699,788 for this contract and future expenses.

Attachments:
1. College Heights Utility Rehab Design CO

CHANGE ORDER NO. 3	DATE: 06/25/2026	Contract No. 23300610
PO No. 23204068	PROJECT: College Heights Utility Rehabilitation	RFQ 23-025

OWNER:	**CONTRACTOR:**
City of College Station	Kimley-Horn and Associates, Inc
P.O. Box 9960	PO BOX 951640 Ph: 972-770-1300
College Station, Texas 77842	Dallas TX 75395-1640

PURPOSE OF THIS CHANGE ORDER:

A. Evaluate options to minimize disruption to land owners which invloves shifting scope from NE Trunkline Phase 4 project to College Heights. This requires modifications to College Heights and NE Trunkline plans and impact analysis.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	EA	Krishna Property Impact Evaluation and Trenchless Analysis	$1.00	0	7925.00	$7,925.00
2	EA	Additional Construction Document Coordinate and Revisions	$1.00	0	20220.00	$20,220.00
3	EA	Additional SWPP and Erosion Control Plan	$1.00	0	2935.00	$2,935.00
4	EA	Additional Traffic Control	$1.00	0	6880.00	$6,880.00
5	EA	Additional Special Provisions, Technical Specs, and Bid Docs	$1.00	0	3770.00	$3,770.00
6	EA	Additional Opinion of Probable Cost	$1.00	0	2670.00	$2,670.00
7	EA	Additional PM, Coordination and QA/QC	$1.00	0	5600.00	$5,600.00
					TOTAL	$50,000.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 10% INCREASE.

UPDATE : LINE 1 College Heights Utility Rehab (WA2302) WTWOC-6581	$0.00		
LINE 2 College Heights Utility Rehab (WW2300) SCWOC-6590	$50,000.00		
TOTAL CHANGE ORDER	$50,000.00		
ORIGINAL CONTRACT AMOUNT	$857,400.00		
CHANGE ORDER NO. 1	$26,000.00	3.0%	CHANGE
CHANGE ORDER NO. 2	$10,000.00	1.2%	CHANGE
CHANGE ORDER NO. 3	$50,000.00	5.8%	CHANGE
REVISED CONTRACT AMOUNT	$943,400.00	10.0%	TOTAL CHANGE

7/13/2023	**Council Approved Contingency**	**$30,000.00**
	Contingency used to date	$30,000.00
	Available Contingency for this Change Order	**$0.00**

APPROVED

	7/1/2026		
AE DESIGN FIRM	Date	CITY ATTORNEY	Date
Susan Mounat	7/1/2026		7/1/2026
PROJECT MANAGER	Date	ASST CITY MGR - CFO	Date
Jennifer Cain	7/1/2026		
DEPARTMENT DIRECTOR	Date	CITY MANAGER	Date

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

This is Amendment number 3 dated June 26, 2026 to the agreement between City of College Station ("City") and Kimley-Horn and Associates, Inc. ("Consultant") dated July 14, 2023 (“the Agreement") concerning College Heights Utility Rehab (the "Project").

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

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

This Amendment is for additional professional services requested by the City to transfer a portion of the Northeast Trunk Line Phase 4 force main construction document scope into the College Heights Water/Wastewater Rehabilitation Phase 1 project.

During the 60% Design Review Meeting held on February 4, 2026, the Consultant and City discussed opportunities to minimize construction impacts and repeat disruptions to adjacent businesses, specifically the Hampton Inn property, by reducing multiple construction events within the shared easement corridor. Alternatives discussed included: (1) open-cut construction with pavement restoration, (2) trenchless installation through the parking lot, and (3) construction of the Texas Avenue force main crossing as part of the College Heights Phase 1 project for future connection during Northeast Trunk Line Phase 4 construction.

Based on direction provided during the meeting, the City requested the Consultant evaluate the constructability, property impacts, easement implications, and construction cost associated with transferring a portion of the Northeast Trunk Line Phase 4 force main improvements into the College Heights Phase 1 project. The evaluation limits extended from the Krishna College Station LLC (Home2 Suites) property to the Demla Group LTD (Super 8 Motel) property and included the proposed TxDOT crossing of Texas Avenue.

Between February 2026 and May 2026, the Consultant coordinated with the Texas Department of Transportation (TxDOT) regarding the proposed crossing within the State right-of-way, confirmed pipe and casing material requirements, evaluated trenchless construction alternatives, prepared opinions of probable construction cost (OPCC), and developed a recommendation for the preferred construction approach. The evaluation concluded that incorporating the transferred force main improvements into the College Heights Phase 1 project would allow both utilities to be constructed under a single contract, reducing construction impacts to adjacent property owners and businesses while improving overall construction coordination and reducing schedule risk.

Based on the completed evaluation, the City directed the Consultant on June 15, 2026, to proceed with incorporating the transferred force main improvements into the College Heights Phase 1 construction documents.

Consultant performed the following services outside the original scope of services:

Task 1: Krishna Property Impact Evaluation and Trenchless Analysis

- Evaluate construction alternatives for the proposed force main improvements between the Krishna College Station LLC (Home2 Suites) property and the Demla Group LTD (Super 8 Motel) property.
- Perform trenchless analysis evaluating horizontal directional drilling and open-cut construction alternatives, including constructability, installation constraints, and impacts to adjacent properties.

- Coordinate with the Texas Department of Transportation (TxDOT) regarding proposed crossing requirements, casing material requirements, and acceptable installation methods within the Texas Avenue right-of-way.
- Prepare schematic horizontal and vertical design concepts to evaluate trenchless installation feasibility and required bore geometry.
- Evaluate potential easement impacts associated with each construction alternative.
- Prepare opinions of probable construction cost for each construction alternative.
- Develop and present a final recommendation identifying the preferred construction alternative based on constructability, construction cost, property owner impacts, and overall project coordination.

Consultant will perform the following services based on direction provided by City:

Task 2: Additional Construction Document Coordination and Revisions

- Revise the Northeast Trunk Line Phase 4 construction documents to remove the transferred force main improvements while maintaining continuity of the remaining project.
- Incorporate the transferred force main improvements into the College Heights Water/Wastewater Rehabilitation Phase 1 construction documents.
- Revise project cover sheets, sheet index, general notes, key maps, overall layout sheets, plan/profile sheets, miscellaneous details, and associated construction documents to reflect the revised project limits.
- Update force main connection details, construction sequencing, and project references necessary to coordinate both projects.
- Coordinate with the Texas Department of Transportation (TxDOT) as necessary to incorporate the revised force main crossing into the College Heights Phase 1 construction documents and maintain consistency with the approved utility installation within the TxDOT right-of-way.
- Revise construction documents as necessary to maintain complete, coordinated, and bid-ready contract documents for both the Northeast Trunk Line Phase 4 and College Heights Phase 1 projects.

Task 3: Additional Storm Water Pollution Prevention Plan and Erosion Control Plan

- Revise the Storm Water Pollution Prevention Plan (SWPPP) and Erosion Control Plan to incorporate the transferred force main improvements.
- Update erosion control limits, notes, and associated details.

Task 4: Additional Traffic Control

- Revise the Traffic Control Plan to incorporate the transferred force main improvements.
- Evaluate traffic control impacts associated with construction activities between Cooner Street and Jane Street, including maintaining access to adjacent businesses and coordinating construction phasing.
- Update traffic control phasing, notes, and details based on the revised construction sequence.

Task 5: Additional Special Provisions, Technical Specifications, and Bid Documents

- Revise the project description and sequence of construction.
- Incorporate force main special provisions and technical specifications into the contract documents.
- Update bid proposal documents, bid item descriptions, bid schedule, and associated contract documents to reflect the transferred force main improvements.
- Coordinate revisions necessary to maintain complete and consistent bidding documents.

Task 6: Additional Opinion of Probable Construction Cost

- Update the final Opinion of Probable Construction Cost to incorporate the transferred force main improvements.
- Revise construction quantities, bid items, and construction costs associated with the updated construction documents.
- Coordinate construction cost revisions between the College Heights Phase 1 and Northeast Trunk Line Phase 4 projects.

Task 7: Additional Project Management, Coordination, and Quality Assurance/Quality Control

- Provide project management associated with the additional services described herein.
- Coordinate with the City and the Texas Department of Transportation regarding implementation of the transferred force main improvements.
- Coordinate internally between the Northeast Trunk Line Phase 4 and College Heights Phase 1 project teams.
- Perform interdisciplinary Quality Assurance/Quality Control reviews of revised construction documents prior to final submittal, including verification of plan references, stationing, overall plan set coordination, and consistency between both project construction document packages.
- Prepare project correspondence, amendment documentation, invoicing, and coordination associated with the additional services.

Consultant will provide its services as expeditiously as practicable.

For the services set forth above, City shall pay Consultant the following compensation:

Task 1: Krishna Prop. Impact Eval. and Trenchless Analysis	$7,925 (Hourly, Not-to-Exceed)
Task 2: Additional Construction Doc. Coord. and Revisions	$20,220 (Hourly, Not-to-Exceed)
Task 3: Additional SWPPP and Erosion Control Plan	$2,935 (Hourly, Not-to-Exceed)
Task 4: Additional Traffic Control	$6,880 (Hourly, Not-to-Exceed)
Task 5: Additional Special Prov., Tech. Specs, and Bid Docs	$3,770 (Hourly, Not-to-Exceed)
Task 6: Additional Opinion of Probable Construction Cost	$2,670 (Hourly, Not-to-Exceed)
Task 7: Additional PM, Coordination, and QA/QC	$5,600 (Hourly, Not-to-Exceed)
Total	**$50,000** (Hourly, Not-to-Exceed)

CITY:	CONSULTANT:
_____	KIMLEY-HORN AND ASSOCIATES, INC.
By: _____	By: _____
Title: _____	Title: Associate
Date: _____	Date: 06/26/2026

Fee Summary
College Heights W/WW Rehabilitation Project Amendment #3
City of College Station

	Task	Labor Hours					Labor Costs					ODC's and Subs	Subtotal
		Senior Professional	Professional	Analyst	Support Staff	Total	Senior Professional	Professional	Analyst	Support Staff	Total		
1	Krishna Property Impact Evaluation and Trenchless Analysis	6	12			18	$ 1,900	$ 3,000			$4,900	$3,025	$7,925
2	Additional Construction Document Coordination and Revisions	6	32	50		88	$ 2,220	$ 8,050	$ 9,950		$20,220	$0	$20,220
3	Additional SWPPP and Erosion Control Plan	2	2	9		13	$ 635	$ 500	$ 1,800		$2,935	$0	$2,935
4	Additional Traffic Control	16		9		25	$ 5,080		$ 1,800		$6,880	$0	$6,880
5	Additional Special Provisions, Technical Specs, and Bid Docs	4	10			14	$ 1,270	$ 2,500			$3,770	$0	$3,770
6	Additional Opinion of Probable Construction Cost	4	4	2		10	$ 1,270	$ 1,000	$ 400		$2,670	$0	$2,670
7	Additional PM, Coordination, and QA/QC	14			4	18	$ 4,760			$ 840	$5,600	$0	$5,600
	Contract Totals =	52	60	70	4	**186**	$ 17,135	$ 15,050	$ 13,950	$ 840	**$46,975**	**$3,025**	**$50,000**

July 23, 2026
Item No. 7.9.
Dowling Road Pump Station (DRPS) Storage Tanks Recoating and Disinfection Improvements

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 a design contract with Dunham Engineering, LLC for the Dowling Road Pump Station storage tanks recoating and disinfection improvements project, not to exceed $680,200.

Relationship to Strategic Goals:

1. Core Service and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The City owns and operates two ground storage tanks at the DRPS, with capacities of 3-million and 5-million gallons. The protective coatings on these tanks have reached the end of their expected service life; therefore, this project will address necessary repairs and recoating to preserve the assets and avoid more costly structural damage. Additionally, this project incorporates disinfection improvements to enhance water quality, ensure regulatory compliance, and increase operational efficiency.

This contract provides the professional design services required for this rehabilitation project.

Budget & Financial Summary: A budget of $800,000 has been allocated for this project in the Water Capital Improvement Projects Fund. To date, no funds have been expended or committed, leaving the full balance of $800,000 available for this contract and future project expenses.

Attachments:
1. Contract #26300651

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300651 PROJECT #: WA2606 BID/RFP/RFQ#: _____

Project Name / Contract Description: DRPS Storage Tanks Recoating and Disinfection Improvements

Name of Contractor: Dunham Engineering, LLC

CONTRACT TOTAL VALUE: $ 680,200 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

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

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

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

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

There is a total of $800,000 available for the design of this project in account WPWOC-6580.

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 7/23/2026 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Gary Mechler — 6/29/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

6/29/2026
ASST CITY MGR – CFO — DATE

_____ — _____
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

_____ — _____
CITY MANAGER — DATE

N/A — _____
MAYOR (if applicable) — DATE

N/A — _____
CITY SECRETARY (if applicable) — DATE

9.12.23 UPDATED

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

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

ARTICLE I
SCOPE OF SERVICES

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

> The WORK is defined as the engineering and construction management of the rehabilitation of the 3,000,000-gallon and 5,000,000-gallon welded ground water storage tanks (GST), and installation of SCADA integrated residual control system (RCS) at the Dowling Road Pump Station located near 401 N Dowling Road, in College Station, Texas.

ARTICLE II
PAYMENT

2.01 In consideration of the Consultant's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit "B".** Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Six Hundred Eighty Thousand Two Hundred and No/100 Dollars ($680,200.00).

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

ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST

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

engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

(a) Conceptual Design: See 3.02 **calendar days** after the authorization to commence planning.

(b) Preliminary Design: See 3.02 **calendar days** after authorization to commence PPD.

(c) Final Design: See 3.02 **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date(s):
Initial site assessment and research of existing site drawings and delivery
of preliminary design report within 14 days of receipt of approved Letter of Agreement.
• 30% Deliverable package of draft specifications of the tank rehabilitation within 30 days after delivery of design report.
• 60% Deliverable package of draft specifications and drawings of RCS design, draft drawings of tank rehabilitations and updated specifications 2 of tank rehabilitations within 30 days of receipt of 30% submittal comments.
• 90% Deliverable of draft design specification and drawing bid package within 30 days of receipt of 60% submittal comments.
• Final sealed design package for bid within 14 days of 90% submittal package comments.

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

(a) **Liquidated Damages.**

(1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industry conditions prevailing in this locality. The amount of liquidated

damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant's scope of services and schedule are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be deducted by the City from current amounts owed to Consultant for payment or from final payment.

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

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

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

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the

City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

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

3.08 The construction budget for this Project, which is established as a condition of this Contract is **$**6,000,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV
CONCEPTUAL DESIGN

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

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

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

ARTICLE V
PRELIMINARY DESIGN

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

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

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

ARTICLE VI
FINAL DESIGN

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

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

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's *current* pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications,

supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

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

ARTICLE VII
BID PREPARATIONS & EVALUATION

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

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

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

ARTICLE VIII
CONSTRUCTION

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

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of

construction. Consultant shall periodically review the as-built drawings for accuracy and completeness and shall report its findings to the City.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX
CHANGE ORDERS, DOCUMENTS & MATERIALS

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

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

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

orders totaling 25 percent following such council approval, must be approved by City Council.

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

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

ARTICLE X
WARRANTY, INDEMNIFICATION & RELEASE

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

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

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

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

10.05 Indemnity.

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

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

agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

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

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

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

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

ARTICLE XI
INSURANCE

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

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

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

(a) Commercial General Liability.

(b) Business Automobile Liability.

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

(d) Professional Liability.

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

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

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

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

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

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

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

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

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

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

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

(d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity

provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period

shown on the current certificate of coverage ends during the duration of the project;

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

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

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

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

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

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

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

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

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

(d) Retroactive date must be shown on certificate.

ARTICLE XII
USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

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

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

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

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work

Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

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

ARTICLE XIII
TERMINATION

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

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

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

ARTICLE XIV
MISCELLANEOUS TERMS

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

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

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

City of College Station		Dunham Engineering, LLC_
Attn: Kleigh Harrell	Attn:	Wesly Oatman, President
PO BOX 9960		6102 Imperial Loop Drive
1101 Texas Ave		
College Station, TX 77842		College Station, TX 77845
Kharrell @cstx.gov		info@dunhamengineering.com

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

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

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

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

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

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

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

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

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

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

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

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

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

List of Exhibits

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

DUNHAM ENGINEERING, LLC.

By: Wesley Oatman

Printed Name: Wesley Oatman

Title: President

Date: 6/25/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: 6/29/2026

EXHIBIT A
SCOPE OF SERVICES

PHASE I - DESIGN

The ENGINEER agrees to prepare the design, produce engineering plans and specifications, prepare the contract documents, advertise for bids to selected contractors and recommend award of a lump sum construction contract to complete the WORK for the OWNER.

The ENGINEER agrees to deliver the design drawings and specifications in accordance with the following schedule:

• Initial site assessment and research of existing site drawings and delivery of preliminary design report within 14 days of receipt of approved Letter of Agreement.

• 30% Deliverable package of draft specifications of the tank rehabilitation within 30 days after delivery of design report.

• 60% Deliverable package of draft specifications and drawings of RCS design, draft drawings of tank rehabilitations and updated specifications of tank rehabilitations within 30 days of receipt of 30% submittal comments.

• 90% Deliverable of draft design specification and drawing bid package within 30 days of receipt of 60% submittal comments.

• Final sealed design package for bid within 14 days of 90% submittal package comments.

The ENGINEER agrees to finalize the documents and advertise the WORK to selected contractors for bid after acceptance of final design package..

PHASE II- CONSTRUCTION

The ENGINEER agrees to periodically inspect the contractor during the construction period to ensure contract compliance.

The ENGINEER agrees to process Contractor progress payments and recommend payment by the OWNER.

The ENGINEER agrees to prepare and process Contract Change Orders as required during the course of the construction contract.

The ENGINEER agrees to conduct a final inspection of the WORK and to recommend final payment for the CONTRACTOR when the WORK is completed.

The ENGINEER agrees to schedule and conduct a one-year warranty inspection of the WORK prior to the end of the warranty period and to coordinate completion of any required warranty repairs.

EXHIBIT B
PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of $Zero per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for ***actual,*** non-salary expenses at the rate of Zero percent ***(***0%***)*** above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract:
($680,200.00).

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

PHASE I - DESIGN
• Total fee of $552,600 - Partial payments due as follows:
o 20% due after delivery of preliminary design report.
o 20% due when 30% DRAFT documents are provided.
o 20% due when 60%DRAFT documents are provided.
o 20% due when 90%DRAFT documents are provided.
o 20% due when FINAL documents are provided.

PHASE II - CONSTRUCTION
• Total fee of $127,600– Partial payments due as follows:
o 10% due when contractor mobilizes to start work.
o 20% due when contractor achieves 50% completion of 3.0 MG GST rehabilitation.
o 10% due when contractor achieves substantial completion of 3.0MG GST rehabilitation.
o 20% due when contractor achieves 50% completion of 5.0 MG GST rehabilitation.
o 10% due when contractor achieves substantial completion of 5.0MG GST rehabilitation.
o 20% due when contractor achieves 50% completion of RCS installation.
o 10% due when contractor achieves substantial completion of RCS installation.
o Additional inspections will be billed at $800 per inspection with Owner approval.

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/9/2026

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

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

PRODUCER	CONTACT NAME:	
Wellmann Insurance Agency, Inc 103 E Academy St. Brenham, TX 77833	PHONE (A/C, No, Ext): (979) 836-3613	FAX (A/C, No): (979) 836-6990
	E-MAIL ADDRESS: mconner@wellmanninsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins Co	30104
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Hamilton Select Insurance Inc.	17178
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Dunham Engineering, LLC
1605 Rock Prarie Rd Suite 318
College Station, TX 77845

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		61SBMAX9Y95	7/7/2025	7/7/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X		61SBMAX9Y95	7/7/2025	7/7/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X		61SBMAX9Y95	7/7/2025	7/7/2026	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N / A		0002049666	7/8/2025	7/8/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Employment Practices	X		61SBMAX9Y95	7/7/2025	7/7/2026	Each Claim limit	50,000
C	Professional	X		EOHS341609-02	7/7/2025	7/7/2026	Each claim	2,000,000

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

Policy 61SBMAX9Y95: Business Liability Coverage Part includes blanket Additional Insured Endorsements SL3032, SL3048 & SL3043 and Waiver of Subrogation SL0000. The umbrella includes SU0002 additional insured endorsement and is follow form over the general liability, auto and workers' compensation policies. These endorsements are applicable when agreed with the named insured in a written contract or agreement.

Workers' Compensation policy includes a blanket waiver of subrogation endorsement WC420304B.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

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

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

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

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

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

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

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part**,** means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C**. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F**. Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

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b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2), (3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

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

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

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

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

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

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

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

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

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

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(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

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

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

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(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of “bodily injury” or “property damage” arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of “bodily injury”.

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

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

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(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

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

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or “suit” alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or “suit” for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

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(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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

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

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of “electronic data”, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

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

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

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

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, “mobile equipment” does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered “autos”.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

24. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "Your product":

a. Means:

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

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph **2**. of Section **C**. **WHO IS AN INSURED**:

a. Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

(1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";

(2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and

(3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an “insured” under this provision if such person or organization qualifies as an “insured” by any other provision of this Supplemental Policy.

b. With respect to the insurance afforded to the persons or organizations qualifying as an “insured” in Paragraph **a**. above, the following additional exclusion applies:

(1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an “insured”, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

c. The insurance afforded to such “insured” will not be broader than that which you are required by the contract, agreement or permit to provide for such “insured”.

d. The insurance afforded to such “insured” only applies to the extent permitted by law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. The person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;

(2) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;

(3) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;

(4) Monitoring, sampling, or testing service necessary to perform any of the services included in **(1)**, **(2)** or **(3)** above;

(5) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in **(1)**, **(2)** or **(3)** above;

c. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.

d. The insurance afforded to these additional insureds only applies to the extent permitted by law.

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ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insured – Manager Or Lessors Of Premises

a. The person(s) or organization(s) shown on the Declarations as an Additional Insured – Managers Or Lessors Of Premises is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.

c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded to such additional insureds by this endorsement, the following exclusion is added to Section **B. EXCLUSIONS**:

This insurance does not apply to:

(1) Any “occurrence” that takes place after you cease to be a tenant in that premises described in the Declarations; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

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TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 7/8/25 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002049666 of Texas Mutual Insurance Company effective on 7/8/25

Issued to: COASTAL WINDFORCE INC

DBA: Windforce

This is not a bill

Jeanette Ward

Authorized representative

NCCI Carrier Code: 29939

6/27/25

July 23, 2026
Item No. 7.10.
Well #9 Rehabilitation Project

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 a design contract with Freese and Nichols, Inc. for the Well 9 Rehabilitation Project not to exceed $497,270.

Relationship to Strategic Goals:

1. Core Service and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The City of College Station's water supply is provided by ten City-owned groundwater wells, which undergo routine rehabilitation to maintain optimal production capacity, reliability, and efficiency. To sustain these performance standards, this project includes essential facility improvements alongside necessary electrical upgrades to support the well's long-term operation.

This contract provides the professional design and construction administration services required for this rehabilitation project.

Budget & Financial Summary: A budget of $1,550,000 has been allocated for this project in the Water Capital Improvement Projects Fund. To date, no funds have been expended or committed, leaving the full balance of $1,550,000 available for this contract and future expenses.

Attachments:
1. Contract #26300652

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300652 PROJECT #: WA2601 BID/RFP/RFQ#: _____

Project Name / Contract Description: Well 9 Rehab/Design Contract

Name of Contractor: Freese & Nichols, Inc.

CONTRACT TOTAL VALUE: $ 497,270.00 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

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

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

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

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

A total budget of $1,550,000.00 is included in the Water Capital Improvement Projects Fund.

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 7/23/2026 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Gary Mechler
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 7/2/2026 DATE

_____
ASST CITY MGR – CFO — _____ DATE

_____
LEGAL DEPARTMENT — _____ DATE

APPROVED & EXECUTED

_____
CITY MANAGER — _____ DATE

N/A
MAYOR (if applicable) — _____ DATE

N/A
CITY SECRETARY (if applicable) — _____ DATE

9.12.23 UPDATED

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

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

ARTICLE I
SCOPE OF SERVICES

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the "Project"):
Well 9 Rehabilitation Design

ARTICLE II
PAYMENT

2.01 In consideration of the Consultant's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit "B".** Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Four Hundred Ninet-Seven Thousand One Hundred Ninety-Eight and NO/100 Dollars ($497,198.00).

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

ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the

ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

(a) Conceptual Design: See 3.02 **calendar days** after the authorization to commence planning.

(b) Preliminary Design: See 3.02 **calendar days** after authorization to commence PPD.

(c) Final Design: See 3.02 **calendar days** after authorization to commence final design.

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

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

* concurrent with Task A

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

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

(a) **Liquidated Damages.**

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

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

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

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

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and

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

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

3.08 The construction budget for this Project, which is established as a condition of this Contract is **$**7,700,000.00_. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV
CONCEPTUAL DESIGN

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

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

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

statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V
PRELIMINARY DESIGN

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

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

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

ARTICLE VI
FINAL DESIGN

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

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

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

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

ARTICLE VII
BID PREPARATIONS & EVALUATION

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

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

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

ARTICLE VIII
CONSTRUCTION

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

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

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

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

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

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

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

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

designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

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

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

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

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

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

ARTICLE IX
CHANGE ORDERS, DOCUMENTS & MATERIALS

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

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

9.03 When the original contract amount plus all change orders is equal to or greater than $100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed $50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order

exceeds $50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding $50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council.

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

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

ARTICLE X
WARRANTY, INDEMNIFICATION & RELEASE

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

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance,

use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

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

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

10.05 Indemnity.

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

(b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur

outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

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

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

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

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

ARTICLE XI
INSURANCE

11.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the

Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on below**.**

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

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

(a) Commercial General Liability.

(b) Business Automobile Liability.

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

(d) Professional Liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Definitions:

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

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

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

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

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

iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior

to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or

termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

(d) Retroactive date must be shown on certificate.

ARTICLE XII
USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

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

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

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and

refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

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

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

ARTICLE XIII
TERMINATION

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

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

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

ARTICLE XIV
MISCELLANEOUS TERMS

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

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

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

City of College Station	Freese and Nicholas, Inc.
Attn: Ramiro Marintez	Attn: Jason Ward, PE
PO BOX 9960	10497 Town & Country Way, Ste 500
1101 Texas Ave	_____
College Station, TX 77842	Houston, TX 77025
Rmartinez@cstx.gov	jvw@freese.com

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

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

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

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

14.07 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law

or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

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

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

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

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

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

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

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

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

List of Exhibits

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

FREESE AND NICHOLS, INC.

By: Jason Ward

Printed Name: Jason Ward

Title: Principal / Vice President

Date: 7/2/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

City of College Station
Well 9 Capacity Enhancement
Scope of Services

Scope Narrative and Assumptions

The City of College Station owns and operates a well field that incorporates a total of 10 potable groundwater wells. These wells are rehabilitated on a recurring, approximately 10-year basis. Rehabilitation may include the cleaning or repairing of screens, removing sediment from within the casing, refurbishing/replacing pumping equipment, adjusting the pump setting and size in response to changes in the aquifer, and other necessary improvements. Groundwater Well No. 9 is scheduled for another round of rehabilitation in the coming years. Over time, aquifer conditions and well field infrastructure have changed, resulting in the original pump design and well field operation becoming obsolete and likely less energy efficient.

College Station's goals for this project include rehabilitation of Well No.9 using the previously developed hydraulic model to identify changes in above ground and below ground head conditions that affect well performance, identifying a sustainable well capacity, adjusting well design points (design flow rate and TDH), and performing well and pump rehabilitation efforts in response to declining well conditions. Design will include lowering the well pump to the lowest allowable depth in anticipation of declining water levels. A new medium voltage motor control center will be designed and constructed to provide the anticipated power demands to run the well at permitted capacity at the lowest allowable water surface elevation. A new motor will be provided to maximize the performance of the well over the next 15 years. A Variable Frequency Drive (VFD) will be installed to allow for the gradual increase in required power as the water surface declines.

Task A: Data Collection and Site Visits

A1. Data Collection – FNI will utilize information obtained from the construction of Well No. 9, testing and any previous rehabilitation information as well as information from the well field collection system model development for the CITY. FNI will meet with operations staff via conference call to determine existing and desired well operations and any additional information that may be available since development of the Well Field Collection System Model.

A2. Site Visits – FNI will perform one initial site visit of Groundwater Well No. 9 to verify site accessibility for the well rehabilitation rig and observe electrical system components. Project scope also includes no more than three site visits during the construction phase of the project.

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

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

A5. Utilize Previously Developed System Curves for Well Field Collection System – FNI will utilize previously developed system curves for existing groundwater Well No. 9 to help size groundwater well infrastructure.

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

B1. Develop Well Rehabilitation Contract Documents – FNI will develop a set of contract documents for the rehabilitation of Well No. 9. As part of this effort, FNI will:
   a. Compile and incorporate general conditions and front end documents provided by the CITY.
   b. Develop a detailed bid tab that provides a menu of possible well rehabilitation practices that the CITY can instruct the Contractor to implement during the construction phase.
   c. Develop a groundwater well rehabilitation and pumping equipment technical specification based on currently available information on existing conditions.
   d. Incorporate existing well materials of construction and proposed pump design points into the specifications.
   e. Incorporate pictures and site plans for contractor reference and consideration of well rehabilitation rig placement.

B2. New Motor Control Center Contract Documents – FNI will develop a set of contract documents for replacement of the existing Motor Control Center with new switchgear and VFD. As part of this effort, FNI will:
   a. Design of one (1) medium voltage VFD and one (1) medium voltage switchgear based on our understanding that medium voltage service is currently available at Well 9.
   b. New electrical equipment will be housed in a pre-engineered metal building. Building will include cast in place foundation and HVAC provided by the contractor in accordance with a performance specification developed by FNI.
   c. Power distribution will include one (1) 480V panel board for air conditioning and one (1) 120 V panelboard for miscellaneous lighting and receptacles.
   d. SCADA design will include an RTU located inside the new pre-engineered metal building.
   e. The RTU will be connected to the City's main operator workstation via fiber optic cable. Fiber optic cable will be provided by the CITY with approximately 50 feet of cable spooled inside the existing panel.
   f. As part of the Preliminary Engineering Phase, FNI will determine if the existing 600 KW generator can be used to run the new motor at a lower horsepower. Design of a new generator is not included in the scope of this project.
   g. Deliverables will consist of an Electrical PDR.
   h. Review sets of the electrical design will be submitted for the Electrical PDR as well as the 60% and 90% milestones.

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

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

B5. Bid Phase Services – FNI will support the CITY during the bidding phase through the provision of the following services:
    a. Respond to bidder Requests for Information,
    b. Prepare one addendum in response to bidder questions,
    c. Attend one pre-bid conference,
    d. Evaluate bids and provide a recommendation of award letter, and
    e. Provide six sets of conformed documents.

Task C: Limited Construction Phase Services

C1. Attend Construction Kickoff Meeting – Attend one construction kickoff meeting in person with CITY and General Contractor
C2. Submittal Review – Review nine submittals for the water well and pumping equipment, including:
    a. Up to four Video Surveys
    b. Existing Pump and Motor Inspection Report and Recommendations (if reconditioning)
    c. New Motor Control Center and VFD
    d. New Pumping Equipment and Motor Submittal
    e. New Well and Pump Performance Testing
    f. New Pre-Engineered Metal Building and Structural Foundation Submittals
C3. Respond to six Contractor Requests for Information
C4. Provide guidance to Owner/Contractor on implementing bid items for the water wells and pumping equipment inspection, provide limited field oversight for rehabilitation work and repair or replacement based on findings from Video Surveys and Pumping Equipment Inspection Reports for the well.

Task D: Additional Services to Passing Lane on Mumford Road

D1. Identify best location for 100 LF widening of Mumford Road for construction of a flex base passing lane.
D2. Perform 1,000 LF of topographic survey centered on roadway section to be widened
D3. Prepare a plan and profile sheet for construction of a flexible base passing lane on Mumford Road.

Schedule

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

* concurrent with Task A

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

Lump Sum Fee Estimate for Engineering Services - Basic Services

Task A:	**Data Collection and Site Visits**	**$32,100**
Task B:	**Well Rehabilitation Contract Document Development and Bid Phase Services**	**$346,200**
Task C:	**Limited Construction Phase Services**	**$109,000**
	Basic Services Total:	**$487,300**

Lump Sum Fee Estimate for Limited Road Widening – Additional Services

Task D:	**Data Collection and Site Visits**	**$9,970**
	Additional Services Total:	**$9,970**

Assumptions

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

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

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

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

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

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

Effort in Task D will be limited to those listed. Additional services for limited widening of Mumford Road will be provided only if authorized by the CITY.

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this project, please initiate contract proceedings.

Sincerely,
FREESE AND NICHOLS, INC.



Jason Ward, PE
Principal/Vice President

EXHIBIT B
PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of $0.00per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for ***actual,*** non-salary expenses at the rate of ZERO percent ***(0%)*** above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract:
($497,270.00).

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

Lump Sum Fee Estimate for Engineering Services - Basic Services		
Task A: Data Collection and Site Visits		$32,100
Task B: Well Rehabilitation Contract Document Development and Bid Phase Services		$346,200
Task C: Limited Construction Phase Services		$109,000
Basic Services Total:	$487,300	
Lump Sum Fee Estimate for Limited Road Widening – Additional Services		
Task D: Data Collection and Site Visits		$9,970
Additional Services Total:	$9,970	
Total Contract Value	$497,270.00	

College Station, Texas Well 9 Capacity Enhancement 6/11/2026 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services	$	487,234
	Special Services	$	-
	Additional Services	$	9,964
	Total Project	$	497,198

Basic Services	487,234
Special Services	-
Additional Services	9,964
Total Project	497,198

Project Fee Summary
Basic Services
Special Services
Additional Services
Total Project

Tasks		Labor																		Expenses				Subconsultants			Total
Basic, Special or Additional	Task Description	Jason Ward	David Hunn	Engineer V	Cole Erndt	Richard Weatherly	Vince Clause	Theresa Budd	Jeff Hensley	David Phillips	Adam Court	Janet Frantz	Michael Robertson	Alan Silva	Van Cashen	Josh Moore	Brad Watson	Total Hours	Total Labor Effort	Tech Charge	Miles	Meals	Total Expense Effort	AGS	DCCM (Baseline)	Total Sub Effort	Total Effort
													ST PE	ST EIT		ST CAD	ST QC										
		$338	$346	$231	$97	$387	$279	$178	$384	$266	$167	$202	$292	$158	$298	$160	$381										
	Project Management																		$ -	-			$ -			$ -	$ -
	Internal kickoff meeting	1	1	1		1	1						1	1	1			8	$ 2,421	8			$ 68			$ -	$ 2,489
	External kickoff meeting	1	6	6		6									1			20	$ 6,678	20			$ 170			$ -	$ 6,848
	Data Collection	1	1	4											2			8	$ 2,292	8			$ 68			$ -	$ 2,360
																			$ -	-	600	150	$ 600	12,000		$ 13,200	$ 13,800
	Evaluate Sustainable Well Capacity		1	1			1	12										15	$ 3,109	15			$ 128			$ -	$ 3,236
	Utilied Previously Developed Well Field Curves		1	1														2	$ 600	2			$ 17			$ -	$ 617
	Electrical Infrastructure Evaluation					1	-			8								9	$ 2,618	9			$ 77			$ -	$ 2,694
	Contract Documents and Bid Phase																		$ -	-			$ -			$ -	$ -
	Develop Contract Documents	1	1	4														6	$ 1,672	6			$ 51			$ -	$ 1,723
	Compile and Incorporate general condistion and front documents		1	2														3	$ 840	3			$ 26			$ -	$ 866
	Develop a detailed bid tab that provides well rehabilitation practices		1	2														3	$ 840	3			$ 26			$ -	$ 866
	Update the City's groundwater well and pump spec		8	24														32	$ 8,645	32			$ 272			$ -	$ 8,917
	Topographic Survey		1	2	4													7	$ 1,245	7			$ 60		3,500	$ 3,850	$ 5,155
Additional	Survey 1,000 LF of Mumford Road		1	2	16													19	$ 2,460	19			$ 162		6,675	$ 7,343	$ 9,964
	Structural Design of PEMB - Performance spec and foundations		1	2									16	24		36	4	83	$ 17,206	83			$ 706			$ -	$ 17,911
	Structural Design of Well head foundation reinforvement		1	2									24	40		60	6	133	$ 27,043	133			$ 1,131			$ -	$ 28,173
	HVAC and Mechanical Design for PEMB		1	2											108			111	$ 34,286	111			$ 944			$ -	$ 35,229
	Incoprorate existing well materials of construction and pump design points		1	1														2	$ 600	2			$ 17			$ -	$ 617
	Incorporate pictures and site plans for contractor's reference		1	2	40													43	$ 4,890	43			$ 366			$ -	$ 5,255
	Provice 2 rounds of review of Well spec and contract documents			2														2	$ 481	2			$ 17			$ -	$ 498
	Develop OPCC		1	2						1	2				8			14	$ 3,941	14			$ 119			$ -	$ 4,060
	Facilitate City Review	1	1	4														6	$ 1,672	6			$ 51			$ -	$ 1,723
	Site Visits		12	12			8											32	$ 9,518	32			$ 272			$ -	$ 9,790
	Virtual Progress Meetings (2)	2	8	8		8	2			8					8			44	$ 13,997	44			$ 374			$ -	$ 14,371
	Electrical PER								4	12	72	6						94	$ 18,651	94			$ 799			$ -	$ 19,450
	Electrical 60% Design								8	26	123	58						215	$ 43,873	215			$ 1,828			$ -	$ 45,701
	Electrical 90% Design								8	53	146	50						257	$ 53,654	257			$ 2,185			$ -	$ 55,839
	Electrical 100% Design								10	37	130	56						233	$ 48,510	233			$ 1,981			$ -	$ 50,491
	Bid Phase																		$ -	-			$ -			$ -	$ -
	Attend Pre-Bid Conference		6	6			2											14	$ 4,180	14			$ 119			$ -	$ 4,299
	Respond to RFIs		1	4									4	4	4			17	$ 4,430	17			$ 145			$ -	$ 4,575
	Prepare One (1) Addendum		1	6						8	8	2	2	2	4	4		37	$ 8,661	37			$ 315			$ -	$ 8,976
	Attend One (1) Pre-Bid conference		1	4														5	$ 1,321	5			$ 43			$ -	$ 1,363
	Evaluate Bids and Provide Recommendation of Award Letter		1	3														4	$ 1,081	4			$ 34			$ -	$ 1,115
	Provide Conformed Documents		1	2	4								1	1	2	2		13	$ 2,665	13			$ 111			$ -	$ 2,775
																			$ -	-			$ -	15,000		$ 16,500	$ 16,500
	Construction Phase Services																		$ -	-			$ -			$ -	$ -
	Attend Construcdtion Kick-Off Meeting		6	6			2											14	$ 4,180	14			$ 119			$ -	$ 4,299
	Submittal Reviews		4	24						8	120		1	6	8			171	$ 33,974	171			$ 1,454			$ -	$ 35,427
	Electrical RFIs, CMR's, PCM's									4	42	8	2	6				62	$ 11,654	62			$ 527			$ -	$ 12,181
	New Pumping Equipment		2	12														14	$ 3,603	14			$ 119			$ -	$ 3,722
	New Well and Pump Performance Testing		2	12														14	$ 3,603	14			$ 119			$ -	$ 3,722
	Water Well Pump Performance Testing		2	6														8	$ 2,161	8			$ 68			$ -	$ 2,229
	Respond to Contradctor Questions		2	6						4					8			20	$ 5,746	20			$ 170			$ -	$ 5,916
	Video Surveys and Provide guidance on implementing bid items		2	4			2	12		2								22	$ 5,033	22			$ 187			$ -	$ 5,220
	Site Visits							12		12	12							36	$ 7,620	36			$ 306			$ -	$ 7,926
	Startup									24	24	2						50	$ 11,222	50	600		$ 860			$ -	$ 12,082
	Punchlist Site Visit									24	24	2						50	$ 11,222	50	600		$ 860			$ -	$ 12,082
	Record Documents		1	2	4					2	2	2	1	1	2	2		19	$ 3,985	19			$ 162			$ -	$ 4,146
	Total Hours / Quantity	**7**	**82**	**183**	**68**	**16**	**18**	**36**	**30**	**233**	**705**	**186**	**52**	**85**	**156**	**104**	**10**	**1,971**		**1,971**	**1,800**	**150**		**$ 27,000**	**$ 10,175**		
	Total Effort	**$ 2,459**	**$ 29,503**	**$ 43,972**	**$ 6,884**	**$ 6,444**	**$ 5,214**	**$ 6,656**	**$ 11,975**	**$ 64,510**	**$ 122,129**	**$ 39,040**	**$ 15,789**	**$ 13,940**	**$ 48,310**	**$ 17,299**	**$ 3,958**		**$ 438,082**	**$ 16,754**	**$ 1,305**	**$ 165**	**$ 18,224**	**$ 29,700**	**$ 11,193**	**$ 40,893**	**$ 497,198**

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2026

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

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7063394194	10/23/2025	10/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			7063394177	10/23/2025	10/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7063394180	10/23/2025	10/23/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7063394213	10/23/2025	10/23/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			107930947	10/23/2025	10/23/2026	Per Claim	5,000,000

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

RE: Well 9 Capacity Enhancements

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

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

Professional Liability deductible is $100,000.

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July 23, 2026
Item No. 7.11.

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the fourth amendment to the lease agreement with CEO, Etc. increasing the use of City dark fiber optic cable.

Relationship to Strategic Goals:

- Core services and infrastructure
- Financially sustainable city
- Diverse growing economy

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

Summary: On March 26, 2015, Council approved an Ordinance permitting the lease of City Fiber Optic Cable Facilities. As one of the companies currently leasing city spare (or dark) fiber, CEO Etc. has requested an amendment to the lease agreement to add the use of additional fibers

Budget & Financial Summary: This lease amendment will have a financial impact on the city. A positive revenue will be obtained from the additional fiber leases.

Attachments:
1. 18300031 AMD 4

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 18300031 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Dark Fiber Lease Agreement

Name of Contractor: CEO Etc.

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

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

☐ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ■ **OTHER** Amendment #4

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
New amendment #4 will add $7,8511.63 to the overall revenue of the contract.

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

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

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

SIGNATURES RECOMMENDING APPROVAL

Sam Rivera — 6/18/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 6/19/2026
ASST CITY MGR – CFO — DATE

Aaron Longoria — 6/22/2026
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

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

FOURTH AMENDMENT OF THE
DARK FIBER LEASE AGREEMENT BETWEEN
COLLEGE STATION, TEXAS AND CEO ETC.

This Fourth Amendment ("Amendment") is made by and between CEO Etc., a Texas corporation ("USER") and the City of College Station, a Texas Home Rule Municipal Corporation ("PROVIDER"), both jointly referred to as the "Parties".

RECITALS

WHEREAS, PROVIDER and USER entered into a Dark Fiber Lease Agreement ("Original Agreement") with Contract No. 18300031 on September 26, 2017; and

WHEREAS, the Original Agreement 18300031 provided for USER lease of 86.4 Fiber Strand Miles in the amount of $43,200; and

WHEREAS, the First Amendment dated August 8, 2018 provided for USER lease of 15.12 Fiber Strand Miles in the amount of $6,930.00; and

WHEREAS, the Second Amendment dated March 15, 2019 provided for USER lease of 2.44 Fiber Strand Miles in the amount of $1,037.00; and

WHEREAS, the Third Amendment dated July 9, 2020 provided for USER lease of 42.3 Fiber Strand Miles in the amount of $15,157.36; and

WHEREAS, USER has notified the PROVIDER of the desire to lease an additional 2.32 Fiber Strand Miles of Fiber; and

WHEREAS, the PROVIDER has agreed to lease the additional 2.32 Fiber Strand Miles; and

WHEREAS, the License Payment cost of the additional 2.32 Fiber Strand Miles will be prorated for the time remaining in the original lease, ending on September 25, 2027; and

WHEREAS, the additional annual Maintenance Amount charges for the new fibers leased by this Fourth Amendment for the year 2025-2026 will be prorated to reflect the effective date of this Fourth Amendment; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein, USER and PROVIDER agree to amend the Original Agreement as follows:

1. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

2. Replacing Exhibit A, "Map of Routes Covered by this Lease" with an amended Exhibit A attached to this Amendment.

3. Replacing Exhibit A-1, "Route Segment Listing and Payment Amounts", with an amended Exhibit A-1 attached to this Amendment.

4. All other terms, conditions, annual calculated Maintenance Amount charges, and pricing remain in full force and effect.

IN WITNESS WHEREOF the Parties have caused this Amendment to be executed by their duly authorized representatives.

CEO Etc.

By: Stefanie Browne

Printed Name: Stefanie Browne

Title: Manager

Date: 6/18/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Aaron Longoria
City Attorney

Date: 6/22/2026

_____
Assistant City Manager / CFO

Date: 6/19/2026

EXHIBIT A
MAP OF ROUTES COVERED BY THIS LEASE

The routes covered by this Lease Agreement, as Amended, are highlighted in green on the below map.

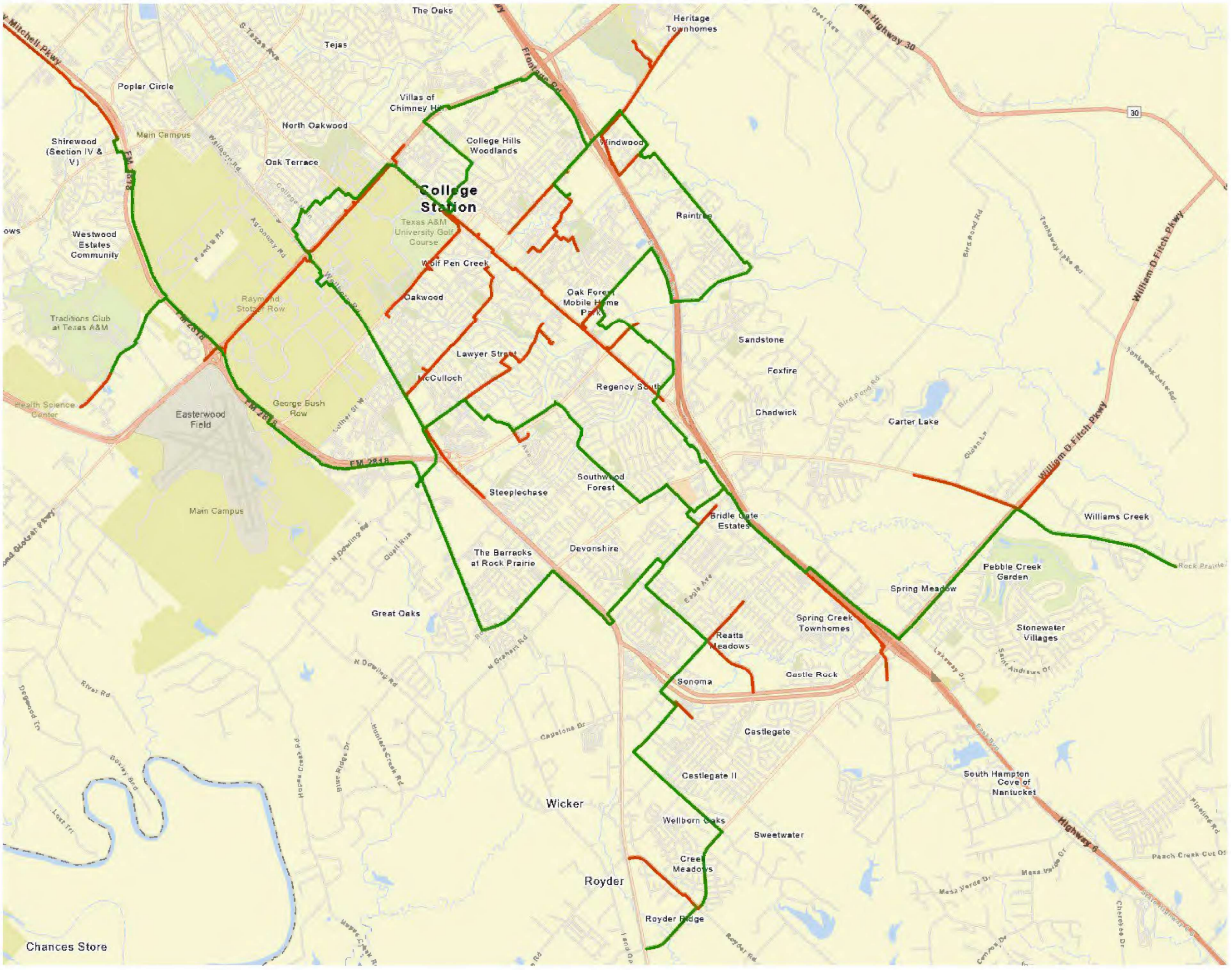


EXHIBIT A-1

ROUTE SEGMENT LISTING AND PAYMENT AMOUNTS

Initial Route Segments Established in Original Agreement (18300031)

- Two (2) fiber strands on the main city fiber ring as shown in Exhibit A.
- Four (4) fiber strands on the Route Segment running from the College Station Utility Service Center (1601 Graham Rd.) to the splice point in the vicinity of William D. Fitch & Lakeway Dr.
- Four (4) fiber strands on the Route Segment running from College Station Utility Service Center (1601 Graham Rd.) to the splice point in the vicinity of Greens Prairie Trail & Wellborn Road.

Additional Route Segments Added by First Amendment

- Four (4) fiber strands from the College Station Utility Service Center (1601 Graham Rd.) to the nearest splice point at Rock Prairie Road W and Holleman Dr S.

Additional Route Segments Added by Second Amendment

- Four (4) fiber strands from splice point approximately 215' east on Rock Prairie Road West to nearest splice point at Holleman Drive South and Deacon Drive West.

Additional Route Segments Added by Third Amendment

- Two (2) fiber strands from splice point in the vicinity of William D. Fitch Pkwy & Lakeway drive to approximately 1,750' West of Lick Creek Nature Center.
- Four (4) fiber strands from the splice point near Holleman Drive South and Deacon Drive West to a splice point approximately 550' North of Villa Maria and FM 2818.
- Two (2) fiber strands from splice point in the vicinity of FM2818/F&B to approximately splice point at corner of Health Science Center Pkwy and S Traditions Dr.
- Four (4) fiber strands from Dowling Road Pump Station (DRPS) to a splice point at the intersection of Southwest Pkwy and Wellborn.

Additional Route Segments Added by Fourth Amendment (as shown on Exhibit A)

- Two (2) fiber strands from FM 2818/F&B to HSC Pkwy/S. Traditions Drive.

Total Route Segments Established by both the Initial Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment (as shown on Exhibit A)

- Two (2) fiber strands on the main city fiber ring as shown in Exhibit A.

- Four (4) fiber strands on the Route Segment running from the College Station Utility Service Center (1601 Graham Rd.) to the splice point in the vicinity of William D. Fitch & Lakeway Dr.

- Four (4) fiber strands on the Route Segment running from College Station Utility Service Center (1601 Graham Rd.) to the splice point in the vicinity of Greens Prairie Trail & Wellborn Road.

- Four (4) fiber strands from the College Station Utility Service Center (1601 Graham Rd.) to the nearest splice point at Rock Prairie Road W and Holleman Dr S.

- Four (4) fiber strands from splice point approximately 215' east on Rock Prairie Road West to nearest splice point at Holleman Drive South and Deacon Drive West.

- Two (2) fiber strands from splice point in the vicinity of William D. Fitch Pkwy & Lakeway drive to approximately 1,750' West of Lick Creek Nature Center.

- Four (4) fiber strands from the splice point near Holleman Drive South and Deacon Drive West to a splice point approximately 550' North of Villa Maria and FM 2818.

- Two (2) fiber strands from splice point in the vicinity of FM2818/F&B to approximately splice point at corner of Health Science Center Pkwy and S Traditions Dr.

- Four (4) fiber strands from Dowling Road Pump Station (DRPS) to a splice point at the intersection of Southwest Pkwy and Wellborn.

- Two (2) fiber strands from FM 2818/F&B to HSC Pkwy/S. Traditions Drive.

Calculation of Initial License Payment Amount

The USER License Payment for the USER Fibers is an imputed rate of $500.00 per Fiber Strand Mile.

Fiber Ring Distance	23.0	miles
USC – WD Fitch & Lakeway segment	3.1	miles
USC - Greens Prairie & Wellborn Rd segment	7.0	miles
Total miles	33.1	miles

Two (2) fiber strands for Ring, Four (4) fiber strands for USC to WD Fitch & Lakeway segment and four (4) fiber strands for USC to Greens Prairie & Wellborn segment

2 fiber strands x 23.0 miles = 46.0 Fiber Strand Miles
4 fiber strands x 3.1 miles = 12.4 Fiber Strand Miles
4 Fiber strands x 7.0 miles = 28 Fiber Strand Miles

86.4 Fiber Strand Miles x $500.00/Fiber Strand Miles = **$43,200.00 User License Payment Amount**

Calculation of First Amendment License Payment Amount

The USER License Payment for the USER Fibers is an imputed rate of $500.00 per Fiber Strand Mile. This amount is prorated for the remainder of the lease at $458.33 per Fiber Strand Mile (110 of 120 months remaining).

USCE to Rock Prairie Rd West & Holleman	3.78 miles
Total miles	3.78 miles

Four (4) fiber strands USCE to Rock Prairie Rd West & Holleman – 15.12 fiber strand miles

15.12 Fiber Strand Miles x $458.33/Fiber Strand Mile = **$6,930.00 User License Payment Amount for fiber added by First Amendment.**

Calculation of Second Amendment License Payment Amount

The USER License Payment for the USER Fibers is an imputed rate of $500.00 per Fiber Strand Mile. This amount is prorated for the remainder of the lease at $425 per Fiber Strand Mile (102 of 120 months remaining).

Rock Prairie Rd W to Holleman Dr S & Deacon Dr W	0.61 miles
Total miles	0.61 miles

Four (4) fiber strands Rock Prairie Rd W to Holleman Dr S & Deacon Dr W – 2.44 fiber strand miles

2.44 Fiber Strand Miles x $425/Fiber Strand Mile = **$1,037 User License Payment Amount for fiber added by Second Amendment.**

Calculation of Third Amendment License Payment Amount

The USER License Payment for the USER Fibers is an imputed rate of $500.00 per Fiber Strand Mile. This amount is prorated for the remainder of the lease at $358.33 per Fiber Strand Mile (86 of 120 months remaining).

William D. Fitch & Lakeway to Lick Creek Nature Center area	3.65 miles
Holleman Dr S & Deacon Dr W to Villa Maria/FM 2818	7.42 miles
FM2818/ F&B to HSC Pkwy/S Traditions Dr.	1.16 miles
Dowling Road Pump Station to SW Pkwy/Wellborn	0.75 miles
Total miles	12.98 miles

Two (2) fiber strands WDF Pkwy/Lakeway to Lick Creek Nature Center 7.3 miles

Four (4) fiber strands Holleman Dr S/Deacon Dr W to Villa Maria/FM 2818
29.68 miles

Two (2) fiber strands FM2818/ F&B to HSC Pkwy/S Traditions Dr
2.32 miles

Four (4) fiber strands Dowling Road Pump Station to SW Pkwy/Wellborn
3.0 miles

42.3 Fiber Strand Miles x $358.33/Fiber Strand Mile = **$15,157.36 User License Payment Amount for fiber added by Third Amendment.**

Calculation of Fourth Amendment License Payment Amount

The USER License Payment for the USER Fibers is an imputed rate of $500.00 per Fiber Strand Mile. This amount is prorated for the remainder of the lease at $75.00 per Fiber Strand Mile (18 of 120 months remaining).

FM2818/ F&B to HSC Pkwy/S Traditions Dr	1.16 miles
Total miles	1.16 miles

Two (2) fiber strands FM2818/ F&B to HSC Pkwy/S Traditions Dr
2.32 miles

2.32 Fiber Strand Miles x $75.00 Fiber Strand Mile = $**174.00 User License Payment Amount for fiber added by Fourth Amendment.**

Calculation of Maintenance Amount

Following the Effective Date for each USER Fiber on a Route Segment, USER will pay an annual maintenance fee per Fiber Mile per year. The annual maintenance will be calculated annually and is based on the personnel cost (payroll and benefits) times the estimated percent of city staff time spent conducting fiber operations and maintenance activities. This amount provides the total staff cost devoted to fiber operations and maintenance activities. This amount is then divided by the total number of fiber strand miles to determine the annual maintenance cost per fiber strand mile.

City staff cost devoted to fiber activities	$116,649
Total city fiber optic strand miles	2,240

Maintenance cost per fiber optic strand mile: $116,649/2,240 = $52.08 per fiber strand mile

Annual maintenance cost (2025-2026): $52.08/fiber strand mile x 146.26 fiber strand miles leased = **$7,617.22**

Prorated Maintenance cost for fiber added by Fourth Amendment (2025-2026):

2.32 fiber strand miles x $52.08 per fiber strand mile x 6/12 (prorated maintenance) = **$60.41**

The updated Maintenance Amount calculations will be performed for 2026-2027 using the combined total amount of all PROVIDER fiber leased by USER in the Original Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment as modified, which currently adds up to a total of 148.58 **fiber strand miles**.

Due Date for License Payment

The License Payment shall be paid by USER to PROVIDER as follows:

(a) 100% of the License Payment and the Maintenance Amount, as calculated in this Amendment, is due and payable upon execution of the Agreement by the parties.

July 23, 2026
Item No. 8.1.
BVSWMA, Inc. FY 2027 Budget Presentation

Sponsor: Pete Caler, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Fiscal Year 2027 BVSWMA, Inc. budget.

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

Recommendation(s): Staff recommends approval of the FY 2027 BVSWMA, Inc. budget.

Summary: The BVSWMA, Inc. proposed budget was considered and approved by BVSWMA, Inc. Board of Directors on July 15, 2026.

According to the BVSWMA, Inc. By-Laws and Operating Agreement, the BVSWMA, Inc. budget will be presented to the College Station and Bryan City Councils for consideration after being approved by the BVSWMA Board.

Budget & Financial Summary: The FY2027 BVSWMA, Inc. Budget Total Revenue is $15,696,400. The Total Expenses are $10,808,133 and Capital Expenses are $7,197,000.

The budget also continues the gate rate for both cities at $0.00 per ton.

Attachments:
1. FYE2027 BVSWMA Budget

BVSWMA, Inc. Budget
Fiscal Year Ending September 30, 2027

APPROVED AND ADOPTED BY VOTE OF THE BOARD OF DIRECTORS OF THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC. AT A REGULAR MEETING HELD ON THE 15th DAY OF JULY, 2026.

APPROVED:

_____

Rate Sheet

Twin Oaks Landfill
BVSWMA, Inc.

2025/2026 Rates

City Landfill Rates
$0.00\ton MSW
$0.00\ton Sludge & Grit
$15.00\ton Manifested Special Waste

Third Party Landfill Rates
$32.00\ton MSW $3.00 minimum
$42.00\ton Special Waste 1 ton minimum
$52.00\ton Hard to Handle Waste 1 ton minimum

City Compost Facility Rates
$9.00 Brush $10.00 minimum
$15.00 Sludge

Third Party Compost Facility Rates
$23.00\ton $10.00 minimum

Special Fees

Standard Tires	$5.00
Oversized	$20.00
Clean Up Fee	$20.00
Freon Unit	$11.00
Pull Off	$25.00
Unsecured Load Fee	$30.00
Backhoe Assist	$50.00
Forklift Assist	$50.00
Equipment Assist	$25.00

Proposed 2026/2027

City Landfill Rates
$0.00\ton MSW
$0.00\ton Sludge & Grit
$15.00\ton Manifested Special Waste

Third Party Landfill Rates
$32.00\ton MSW $3.00 minimum
$42.00\ton Special Waste 1 ton minimum
$52.00\ton Hard to Handle Waste 1 ton minimum

Special Fees

Standard Tires	$5.00
Oversized	$20.00
Clean Up Fee	$20.00
Freon Unit	$11.00
Pull Off	$25.00
Unsecured Load Fee	$30.00
Backhoe Assist	$50.00
Forklift Assist	$50.00
Equipment Assist	$25.00

BVSWMA, Inc.
Fiscal Year Ending 2027 Proposed Budget

	2026 Projected Results	2027 Proposed Budget	Rate	TCEQ	Net
Landfill Volume					
City of College Station	69,441	70,000			
City of Bryan	67,066	67,100			
Third party	439,579	440,000			
Total Tons	576,086	577,100			
Landfill Rates					
City of College Station	$ -	$ -	$ -	$ 0.94	$ (0.94)
City of Bryan	$ -	$ -	$ -	$ 0.94	$ (0.94)
Third party	$ 31.06	$ 31.06	$ 32.00	$ 0.94	$ 31.06
OPERATING REVENUE					
Landfill Revenue	$ 13,019,893	$ 13,666,400			
Compost Facility	$ 5,877	$ -			
Gas System Royalty Income	$ 2,600,000	$ 2,000,000			
Other Operating Revenues	$ 41,595	$ 30,000			
Total Operating Revenue	**$ 15,667,365**	**$ 15,696,400**			
OPERATING EXPENSES					
Other Expenses					
Debt Serv.Interest - City of College Station	$ 41,550	$ 26,675			
Debt Serv.Interest - City of Bryan	$ 44,825	$ 36,657			
Bad Debt - Uncollectible Accounts	$ -	$ 1,000			
Contingency	$ -	$ 250,000			
Community Support - Household Haz.Waste	$ 580,000	$ 600,000			
Community Support - Misc. Activities	$ 50,000	$ 50,000			
Community Support - COB/COCS TCEQ Fees	$ 155,000	$ 128,874			
Total Other Expenses	**$ 871,375**	**$ 1,093,206**			
Maintenance Expense					
Maintenance - Computer Software	$ 40,000	$ 40,000			
Office Maintenance - Other	$ -	$ 1,000			
Office Maintenance - Equipment	$ -	$ 1,000			
Office Maintenance - Furniture	$ 3,000	$ 5,000			
Office Maintenance - Computer	$ -	$ 2,000			
Maintenance - Building	$ 35,000	$ 35,000			
Maintenance - Grounds	$ 40,000	$ 40,000			
Maintenance - Fence & Gates	$ 10,000	$ 10,000			
V&E Maintenance - Machine/Tool	$ 1,172	$ 1,500			
V&E Maintenance - Heavy Equipment	$ 650,000	$ 675,000			
V&E Maintenance - Radios	$ 14,594	$ 15,000			
V&E Maintenance - Phones	$ 2,500	$ 3,000			
V&E Maintenance - Pagers/Other	$ -	$ 13,000			
V&E Maintenance - Pumps/Motors	$ 20,000	$ 20,000			
V&E Maintenance - Motor Vehicle	$ 16,500	$ 18,000			
V&E Maintenance - Other	$ 1,500	$ 3,500			
Wet Weather Access	$ 250,000	$ 300,000			
Total Maintenance Expense	**$ 1,084,266**	**$ 1,183,000**			
Closure, Post Closure & Pre-Closure Costs					
Closure Costs - Twin Oaks LF	$ 254,578	$ 299,326			
Post Closure Maintenance Costs-Twin Oaks LF	$ 324,132	$ 299,326			
Pre-Closure & Interim Cover Costs-Twin Oaks	$ 148,462	$ 153,577			
Total Closure, Post Closure & Pre-Closure Costs	**$ 727,172**	**$ 752,229**			

Purchased Services				
Advertising & Promotional Services	$	12,500	$	20,000
Insurance - Liability & Property	$	150,000	$	165,000
Other Services - Other	$	10,336	$	18,000
Other Services - Contract Labor	$	150,000	$	175,000
Other Services - Security	$	15,000	$	25,000
Printing - External	$	1,000	$	2,000
Printing - Signs & Banners	$	5,000	$	7,500
Prof. Service - Audit	$	45,320	$	46,000
Prof. Service - Engineering	$	220,000	$	225,000
Prof. Service - Legal	$	40,000	$	50,000
Prof. Service - Medical	$	500	$	1,000
Prof. Service - Spec. Studies	$	-	$	90,000
Prof. Service - Other	$	305,000	$	305,000
Rentals - Equipment	$	20,000	$	65,000
Sundry - Credit Card Fees	$	70,000	$	76,000
Sundry - Freight	$	100,000	$	50,000
Sundry - Permits & Licenses	$	1,022	$	5,000
Sundry - Penalty & Interest	$	150	$	500
Sundry - Postage	$	750	$	1,500
Sundry-Bank Service Charges	$	40	$	500
Tech. Service - Janitorial	$	50,000	$	60,000
Tech. Service - Pest Control	$	4,100	$	4,000
Tech. Service - Inspection & License Fees	$	15,000	$	15,000
Training - Inhouse Training	$	500	$	1,000
Training - Memberships	$	7,500	$	7,000
Training - Outside Training	$	18,000	$	20,000
Training - Subscriptions	$	500	$	2,500
Training - Travel & Lodging	$	6,172	$	15,000
Training-Travel Meals & Ent.	$	-	$	2,000
Utility Service - Cable Services	$	3,400	$	3,000
Utility Service - Disposal Fees	$	50,000	$	50,000
Utility Service - Electric	$	55,000	$	70,000
Utility Service - Local Phone	$	3,200	$	3,500
Utility Service - Mobile Phone	$	12,000	$	12,000
Utility Service - Water	$	60,000	$	60,000
Total Purchased Services	**$**	**1,431,990**	**$**	**1,653,000**
Salaries & Benefits				
Administrative	$	726,288	$	765,000
Fulltime Labor	$	1,890,000	$	2,000,000
Overtime	$	535,000	$	550,000
Bonuses	$	54,000	$	54,000
FICA/Medicare & Unemployment Taxes	$	241,400	$	250,000
Retirement	$	429,868	$	450,000
Group Health Insurance	$	1,050,000	$	1,100,000
Group Life Insurance	$	10,064	$	13,000
Workers Compensation	$	80,000	$	92,000
Group Long-Term Disability Insurance	$	10,618	$	13,000
Non-Taxable Employee Benefits	$	-	$	500
Taxable Employee Benefits	$	10,000	$	10,000
Supplemental Insurance	$	35,908	$	43,000
Total Salaries & Benefits	**$**	**5,073,146**	**$**	**5,340,500**
Supplies				
Office Supplies - General	$	15,000	$	15,000
Office Supplies - Minor Equipment	$	4,000	$	3,500
Office Supplies - Computer Hardware	$	12,000	$	10,000
Office Supplies - Computer Software	$	1,000	$	2,000
V&E - Oil & Lubricants	$	85,000	$	85,000
V&E - Fuel	$	32,000	$	32,000
V&E - Diesel	$	900,000	$	900,000
V&E - Minor Tools	$	17,000	$	20,000
V&E - Other	$	2,500	$	5,000

Clothing - Uniforms	$	27,000	$	29,000	
Chemical - Janitorial	$	15,000	$	15,000	
Chemical - Pesticide	$	1,000	$	1,000	
Crew - Safety	$	12,000	$	15,000	
Misc. Supply - Promo Mater	$	7,600	$	10,000	
Misc. Supply - Goodwill	$	1,000	$	2,500	
Misc. Supply - Food & Ice	$	23,000	$	25,000	
Misc. Supply - Other	$	20,000	$	20,000	
Total Supplies	**$**	**1,175,100**	**$**	**1,190,000**	
NON-OPERATING REVENUES & (EXPENSES)					
Investment Income	$	800,000	$	800,000	
Gain (loss) on sale of assets	$	200,351			
Non-Operating Revenue	$	2,288	$	2,000	
Host Fee Expense	$	(393,380)	$	(398,199)	$ 0.69 /ton
Total Non Operating Revenue (Expense)	**$**	**609,259**	**$**	**403,801**	
Summary					
Revenue	$	15,667,365	$	15,696,400	
Total Expenses	$	9,753,790	$	10,808,133	
Capital	$	4,582,573	$	7,197,000	
Cash Flow	$	1,331,002	$	(2,308,733)	

BVSWMA, Inc.
Capital Budget

	0 2026	1 2027	2 2028	3 2029	4 2030	5 2031
Equipment Capital						
Tahoe replacement from FY25 order delay	$ 57,590					
836 Compactor	$ 1,485,600					
836 Compactor GPS	$ 47,977					
Crew Pickup	$ 47,531					
Tahoe replacement	$ 60,000					
Radios	$ 25,000					
Trackhoe (Big)	$ 556,800					
Utility Vehicle	$ 29,250					
Utility Vehicle	$ 29,250					
Evaporator	$ 90,000					
IT - Server Replacement	$ 17,536					
Zero Turn Mower	$ 18,000					
Tarps	$ 16,000					
Water Tank Replacement Water Truck 70	$ 67,539					
Tarp Machine	$ 85,000					
Facility HVAC Replacement (Customer RR)	$ 16,000					
Facility HVAC Scale House	$ 8,500					
Grinder		$ 1,000,000				
Dump Truck		$ 600,000				
D8		$ 850,000				
Trackhoe (Little)		$ 350,000				
Facility Maintenance Truck		$ 55,000				
Utility Vehicle		$ 32,000				
Backhoe (original)		$ 120,000				
Office Vehicle		$ 40,000				
Radios		$ 25,000				
2 Roll Off Boxes		$ 20,000				
Compactor			$ 1,555,000			
GPS			$ 600,000			
D8			$ 850,000			
Dumptruck				$ 600,000		
D6				$ 450,000		
Capital Repairs		$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000
Future Equipment Estimate			$ 750,000	$ 3,000,000	$ 4,000,000	$ 4,000,000
Debt Service						
City of College Station	$ 290,000	$ 305,000	$ 310,000	$ 325,000		
City of Bryan	$ 335,000	$ 350,000	$ 365,000	$ 201,413		
Capital Projects						
Landfill Cell Development		$ 2,000,000	$ 2,000,000			$ 2,500,000
Twin Oaks Site Projects	$ 100,000	$ 250,000	$ 75,000		$ 75,000	
Twin Oaks Entry/Exit Road Repairs	$ 200,000	$ 250,000				
East Expansion	$ 1,000,000	$ 750,000	$ 750,000	$ 750,000	$ 500,000	$ 500,000
Other						
Twin Oaks Facilities Expansions				$ 500,000	$ 2,000,000	
Total Capital	$ 4,582,573	$ 7,197,000	$ 7,455,000	$ 6,026,413	$ 6,775,000	$ 7,200,000

BVSWMA, Inc.
Cash Flow

Price & Cost increase assumption				3%	3%	3%	3%	3%
	2025	2026	2027	2028	2029	2030	2031	2032
Landfill Volume								
City of College Station		69,441	70,000	71,050	72,116	73,197	74,295	75,410
City of Bryan		67,066	67,100	68,107	69,128	70,165	71,217	72,286
Third party		439,579	440,000	448,800	457,776	466,932	476,270	485,796
Total Tons		576,086	577,100	587,957	599,020	610,294	621,783	633,491
Landfill Rates								
City of College Station	$	- $	- $	- $	- $	- $	- $	-
City of Bryan	$	- $	- $	- $	- $	- $	- $	-
Third party	$	31.06 $	31.06 $	32.06 $	33.02 $	34.01 $	35.03 $	36.08
OPERATING REVENUE								
Landfill Revenue	$	13,019,893 $	13,666,400 $	14,388,528 $	15,116,588 $	15,881,487 $	16,685,090 $	17,529,356
Compost Facility	$	5,877 $	- $	- $	- $	- $	- $	-
Gas System Royalty Income	$	2,600,000 $	2,000,000 $	2,000,000 $	2,000,000 $	2,000,000 $	2,000,000 $	2,000,000
Other Operating Revenues	$	41,595 $	30,000 $	30,000 $	30,000 $	30,000 $	30,000 $	30,000
Total Operating Revenue	**$**	**15,667,365** **$**	**15,696,400** **$**	**16,418,528** **$**	**17,146,588** **$**	**17,911,487** **$**	**18,715,090** **$**	**19,559,356**
OPERATING EXPENSES								
Other Expenses								
Debt Serv.Interest - City of College Station	$	41,550 $	26,675 $	14,400 $	4,875 $	- $	- $	-
Debt Serv.Interest - City of Bryan	$	44,825 $	36,657 $	22,657 $	8,057 $	- $	- $	-
Bad Debt - Uncollectible Accounts	$	- $	1,000 $	1,030 $	1,061 $	1,093 $	1,126 $	1,159
Contingency	$	- $	250,000 $	257,500 $	265,225 $	273,182 $	281,377 $	289,819
Community Support - Household Haz.Waste	$	580,000 $	600,000 $	618,000 $	636,540 $	655,636 $	675,305 $	695,564
Community Support - Misc. Activities	$	50,000 $	50,000 $	51,500 $	53,045 $	54,636 $	56,275 $	57,964
Community Support - COB/COCS TCEQ Fees	$	155,000 $	128,874 $	132,740 $	136,722 $	140,824 $	145,049 $	149,400
Total Other Expenses	**$**	**871,375** **$**	**1,093,206** **$**	**1,097,827** **$**	**1,105,525** **$**	**1,125,371** **$**	**1,159,132** **$**	**1,193,906**
Maintenance Expense								
Maintenance - Computer Software	$	40,000 $	40,000 $	41,200 $	42,436 $	43,709 $	45,020 $	46,371
Office Maintenance - Other	$	- $	1,000 $	1,030 $	1,061 $	1,093 $	1,126 $	1,159
Office Maintenance - Equipment	$	- $	1,000 $	1,030 $	1,061 $	1,093 $	1,126 $	1,159
Office Maintenance - Furniture	$	3,000 $	5,000 $	5,150 $	5,305 $	5,464 $	5,628 $	5,796
Office Maintenance - Computer	$	- $	2,000 $	2,060 $	2,122 $	2,185 $	2,251 $	2,319
Maintenance - Building	$	35,000 $	35,000 $	36,050 $	37,132 $	38,245 $	39,393 $	40,575
Maintenance - Grounds	$	40,000 $	40,000 $	41,200 $	42,436 $	43,709 $	45,020 $	46,371
Maintenance - Fence & Gates	$	10,000 $	10,000 $	10,300 $	10,609 $	10,927 $	11,255 $	11,593
V&E Maintenance - Machine/Tool	$	1,172 $	1,500 $	1,545 $	1,591 $	1,639 $	1,688 $	1,739
V&E Maintenance - Heavy Equipment	$	650,000 $	675,000 $	695,250 $	716,108 $	737,591 $	759,718 $	782,510
V&E Maintenance - Radios	$	14,594 $	15,000 $	15,450 $	15,914 $	16,391 $	16,883 $	17,389
V&E Maintenance - Phones	$	2,500 $	3,000 $	3,090 $	3,183 $	3,278 $	3,377 $	3,478
V&E Maintenance - Pagers/Other	$	- $	13,000 $	13,390 $	13,792 $	14,205 $	14,632 $	15,071
V&E Maintenance - Pumps/Motors	$	20,000 $	20,000 $	20,600 $	21,218 $	21,855 $	22,510 $	23,185
V&E Maintenance - Motor Vehicle	$	16,500 $	18,000 $	18,540 $	19,096 $	19,669 $	20,259 $	20,867
V&E Maintenance - Other	$	1,500 $	3,500 $	3,605 $	3,713 $	3,825 $	3,939 $	4,057
Wet Weather Access	$	250,000 $	300,000 $	309,000 $	318,270 $	327,818 $	337,653 $	347,782
Total Maintenance Expense	**$**	**1,084,266** **$**	**1,183,000** **$**	**1,218,490** **$**	**1,255,045** **$**	**1,292,696** **$**	**1,331,477** **$**	**1,371,421**
Closure, Post Closure & Pre-Closure Costs								
Closure Costs - Twin Oaks LF	$	254,578 $	299,326 $	304,957 $	310,695 $	316,543 $	322,502 $	328,574
Post Closure Maintenance Costs-Twin Oaks LF	$	324,132 $	299,326 $	304,957 $	310,695 $	316,543 $	322,502 $	328,574
Pre-Closure & Interim Cover Costs-Twin Oaks	$	148,462 $	153,577 $	156,466 $	159,410 $	162,411 $	165,468 $	168,584
Total Closure, Post Closure & Pre-Closure Costs	**$**	**727,172** **$**	**752,229** **$**	**766,380** **$**	**780,800** **$**	**795,496** **$**	**810,471** **$**	**825,733**
Purchased Services								
Advertising & Promotional Services	$	12,500 $	20,000 $	20,600 $	21,218 $	21,855 $	22,510 $	23,185
Insurance - Liability & Property	$	150,000 $	165,000 $	169,950 $	175,049 $	180,300 $	185,709 $	191,280
Other Services - Other	$	10,336 $	18,000 $	18,540 $	19,096 $	19,669 $	20,259 $	20,867
Other Services - Contract Labor	$	150,000 $	175,000 $	180,250 $	185,658 $	191,227 $	196,964 $	202,873
Other Services - Security	$	15,000 $	25,000 $	25,750 $	26,523 $	27,318 $	28,138 $	28,982
Printing - External	$	1,000 $	2,000 $	2,060 $	2,122 $	2,185 $	2,251 $	2,319
Printing - Signs & Banners	$	5,000 $	7,500 $	7,725 $	7,957 $	8,195 $	8,441 $	8,695
Prof. Service - Audit	$	45,320 $	46,000 $	47,380 $	48,801 $	50,265 $	51,773 $	53,327
Prof. Service - Engineering	$	220,000 $	225,000 $	231,750 $	238,703 $	245,864 $	253,239 $	260,837
Prof. Service - Legal	$	40,000 $	50,000 $	51,500 $	53,045 $	54,636 $	56,275 $	57,964
Prof. Service - Medical	$	500 $	1,000 $	1,030 $	1,061 $	1,093 $	1,126 $	1,159
Prof. Service - Spec. Studies	$	- $	90,000 $	92,700 $	95,481 $	98,345 $	101,296 $	104,335
Prof. Service - Other	$	305,000 $	305,000 $	314,150 $	323,575 $	333,282 $	343,280 $	353,579
Rentals - Equipment	$	20,000 $	65,000 $	66,950 $	68,959 $	71,027 $	73,158 $	75,353
Sundry - Credit Card Fees	$	70,000 $	76,000 $	78,280 $	80,628 $	83,047 $	85,539 $	88,105
Sundry - Freight	$	100,000 $	50,000 $	51,500 $	53,045 $	54,636 $	56,275 $	57,964
Sundry - Permits & Licenses	$	1,022 $	5,000 $	5,150 $	5,305 $	5,464 $	5,628 $	5,796
Sundry - Penalty & Interest	$	150 $	500 $	515 $	530 $	546 $	563 $	580
Sundry - Postage	$	750 $	1,500 $	1,545 $	1,591 $	1,639 $	1,688 $	1,739
Sundry-Bank Service Charges	$	40 $	500 $	515 $	530 $	546 $	563 $	580

Tech. Service - Janitorial		$ 50,000	$ 60,000	$ 61,800	$ 63,654	$ 65,564	$ 67,531	$ 69,556
Tech. Service - Pest Control		$ 4,100	$ 4,000	$ 4,120	$ 4,244	$ 4,371	$ 4,502	$ 4,637
Tech. Service - Inspection & License Fees		$ 15,000	$ 15,000	$ 15,450	$ 15,914	$ 16,391	$ 16,883	$ 17,389
Training - Inhouse Training		$ 500	$ 1,000	$ 1,030	$ 1,061	$ 1,093	$ 1,126	$ 1,159
Training - Memberships		$ 7,500	$ 7,000	$ 7,210	$ 7,426	$ 7,649	$ 7,879	$ 8,115
Training - Outside Training		$ 18,000	$ 20,000	$ 20,600	$ 21,218	$ 21,855	$ 22,510	$ 23,185
Training - Subscriptions		$ 500	$ 2,500	$ 2,575	$ 2,652	$ 2,732	$ 2,814	$ 2,898
Training - Travel & Lodging		$ 6,172	$ 15,000	$ 15,450	$ 15,914	$ 16,391	$ 16,883	$ 17,389
Training-Travel Meals & Ent.		$ -	$ 2,000	$ 2,060	$ 2,122	$ 2,185	$ 2,251	$ 2,319
Utility Service - Cable Services		$ 3,400	$ 3,000	$ 3,090	$ 3,183	$ 3,278	$ 3,377	$ 3,478
Utility Service - Disposal Fees		$ 50,000	$ 50,000	$ 51,500	$ 53,045	$ 54,636	$ 56,275	$ 57,964
Utility Service - Electric		$ 55,000	$ 70,000	$ 72,100	$ 74,263	$ 76,491	$ 78,786	$ 81,149
Utility Service - Local Phone		$ 3,200	$ 3,500	$ 3,605	$ 3,713	$ 3,825	$ 3,939	$ 4,057
Utility Service - Mobile Phone		$ 12,000	$ 12,000	$ 12,360	$ 12,731	$ 13,113	$ 13,506	$ 13,911
Utility Service - Water		$ 60,000	$ 60,000	$ 61,800	$ 63,654	$ 65,564	$ 67,531	$ 69,556
Total Purchased Services		**$ 1,431,990**	**$ 1,653,000**	**$ 1,702,590**	**$ 1,753,668**	**$ 1,806,278**	**$ 1,860,466**	**$ 1,916,280**
Salaries & Benefits								
Administrative		$ 726,288	$ 765,000	$ 787,950	$ 811,589	$ 835,936	$ 861,014	$ 886,845
Fulltime Labor		$ 1,890,000	$ 2,000,000	$ 2,060,000	$ 2,121,800	$ 2,185,454	$ 2,251,018	$ 2,318,548
Overtime		$ 535,000	$ 550,000	$ 566,500	$ 583,495	$ 601,000	$ 619,030	$ 637,601
Bonuses		$ 54,000	$ 54,000	$ 55,620	$ 57,289	$ 59,007	$ 60,777	$ 62,601
FICA/Medicare & Unemployment Taxes		$ 241,400	$ 250,000	$ 257,500	$ 265,225	$ 273,182	$ 281,377	$ 289,819
Retirement		$ 429,868	$ 450,000	$ 463,500	$ 477,405	$ 491,727	$ 506,479	$ 521,673
Group Health Insurance		$ 1,050,000	$ 1,100,000	$ 1,133,000	$ 1,166,990	$ 1,202,000	$ 1,238,060	$ 1,275,201
Group Life Insurance		$ 10,064	$ 13,000	$ 13,390	$ 13,792	$ 14,205	$ 14,632	$ 15,071
Workers Compensation		$ 80,000	$ 92,000	$ 94,760	$ 97,603	$ 100,531	$ 103,547	$ 106,653
Group Long-Term Disability Insurance		$ 10,618	$ 13,000	$ 13,390	$ 13,792	$ 14,205	$ 14,632	$ 15,071
Supplemental Insurance		$ -	$ 500	$ 515	$ 530	$ 546	$ 563	$ 580
Taxable Employee Benefits		$ 10,000	$ 10,000	$ 10,300	$ 10,609	$ 10,927	$ 11,255	$ 11,593
Non-Taxable Employee Benefits		$ 35,908	$ 43,000	$ 44,290	$ 45,619	$ 46,987	$ 48,397	$ 49,849
Total Salaries & Benefits		**$ 5,073,146**	**$ 5,340,500**	**$ 5,500,715**	**$ 5,665,736**	**$ 5,835,709**	**$ 6,010,780**	**$ 6,191,103**
Supplies								
Office Supplies - General		$ 15,000	$ 15,000	$ 15,450	$ 15,914	$ 16,391	$ 16,883	$ 17,389
Office Supplies - Minor Equipment		$ 4,000	$ 3,500	$ 3,605	$ 3,713	$ 3,825	$ 3,939	$ 4,057
Office Supplies - Computer Hardware		$ 12,000	$ 10,000	$ 10,300	$ 10,609	$ 10,927	$ 11,255	$ 11,593
Office Supplies - Computer Software		$ 1,000	$ 2,000	$ 2,060	$ 2,122	$ 2,185	$ 2,251	$ 2,319
V&E - Oil & Lubricants		$ 85,000	$ 85,000	$ 87,550	$ 90,177	$ 92,882	$ 95,668	$ 98,538
V&E - Fuel		$ 32,000	$ 32,000	$ 32,960	$ 33,949	$ 34,967	$ 36,016	$ 37,097
V&E - Diesel		$ 900,000	$ 900,000	$ 927,000	$ 954,810	$ 983,454	$ 1,012,958	$ 1,043,347
V&E - Minor Tools		$ 17,000	$ 20,000	$ 20,600	$ 21,218	$ 21,855	$ 22,510	$ 23,185
V&E - Other		$ 2,500	$ 5,000	$ 5,150	$ 5,305	$ 5,464	$ 5,628	$ 5,796
Clothing - Uniforms		$ 27,000	$ 29,000	$ 29,870	$ 30,766	$ 31,689	$ 32,640	$ 33,619
Chemical - Janitorial		$ 15,000	$ 15,000	$ 15,450	$ 15,914	$ 16,391	$ 16,883	$ 17,389
Chemical - Pesticide		$ 1,000	$ 1,000	$ 1,030	$ 1,061	$ 1,093	$ 1,126	$ 1,159
Crew - Safety		$ 12,000	$ 15,000	$ 15,450	$ 15,914	$ 16,391	$ 16,883	$ 17,389
Misc. Supply - Promo Mater		$ 7,600	$ 10,000	$ 10,300	$ 10,609	$ 10,927	$ 11,255	$ 11,593
Misc. Supply - Goodwill		$ 1,000	$ 2,500	$ 2,575	$ 2,652	$ 2,732	$ 2,814	$ 2,898
Misc. Supply - Food & Ice		$ 23,000	$ 25,000	$ 25,750	$ 26,523	$ 27,318	$ 28,138	$ 28,982
Misc. Supply - Other		$ 20,000	$ 20,000	$ 20,600	$ 21,218	$ 21,855	$ 22,510	$ 23,185
Total Supplies		**$ 1,175,100**	**$ 1,190,000**	**$ 1,225,700**	**$ 1,262,471**	**$ 1,300,345**	**$ 1,339,355**	**$ 1,379,536**
NON-OPERATING REVENUES & (EXPENSES)								
Investment Income		$ 800,000	$ 800,000	$ 824,000	$ 848,720	$ 874,182	$ 900,407	$ 927,419
Gain (loss) on sale of assets		$ 200,351	$ -	$ -	$ -	$ -	$ -	$ -
Non-Operating Revenue		$ 2,288	$ 2,000	$ 2,060	$ 2,122	$ 2,185	$ 2,251	$ 2,319
Host Fee Expense		$ (393,380)	$ (398,199)	$ (410,145)	$ (422,449)	$ (435,123)	$ (448,176)	$ (461,622)
Total Non Operating Revenue (Expense)		**$ 609,259**	**$ 403,801**	**$ 415,915**	**$ 428,392**	**$ 441,244**	**$ 454,482**	**$ 468,116**
Summary								
Revenue		$ 15,667,365	$ 15,696,400	$ 16,418,528	$ 17,146,588	$ 17,911,487	$ 18,715,090	$ 19,559,356
Total Expenses		$ 9,753,790	$ 10,808,133	$ 11,095,786	$ 11,394,853	$ 11,714,650	$ 12,057,200	$ 12,409,863
Capital		$ 4,582,573	$ 7,197,000	$ 7,197,000	$ 7,455,000	$ 6,026,413	$ 6,775,000	$ 7,200,000
Cash Flow		$ 1,331,002	$ (2,308,733)	$ (1,874,258)	$ (1,703,265)	$ 170,424	$ (117,110)	$ (50,508)
	9/30/25							
Cash and Investments	$ 14,450,111	$ 15,781,113	$ 13,472,380	$ 11,598,121	$ 9,894,856	$ 10,065,280	$ 9,948,170	$ 9,897,662

BVSWMA, Inc.
Twin Oaks Closure Funds

Closure/Post Closure Cost Estimate			
JBS Engineering February 19, 2025	$	23,609,352	
Conservative Estimate		115%	
	$	**27,150,755**	
Accrued to date 9/30/2025	$	4,823,225	
Projected current FY	$	578,710	
Remaining accrual	$	21,748,820	
Remaining Airspace current FY		20,965,859	tons
Accrual Rate	**$**	**1.04**	**$/ton**

Interium Closure & Pre Post Closure			
Assumed 25% of closure/post closure	$	6,787,689	
Accrued to date 9/30/2025	$	1,059,818	
Projected current FY	$	148,462	
Remaining accrual	$	5,579,409	
Remaining Airspace current FY		20,965,859	tons
Accrual Rate	**$**	**0.27**	**$/ton**

Year		2026	2027	2028	2029	2030	2031	2032	2033
Landfill Tons			577,100	587,957	599,020	610,294	621,783	633,491	645,423
Twin Oaks Closure/Post Closure Fund									
Starting	$	4,823,225	$ 5,401,935	$ 6,000,587	$ 6,610,500	$ 7,231,890	$ 7,864,975	$ 8,509,979	$ 9,167,127
Additional Funds	$	578,710	$ 598,652	$ 609,913	$ 621,390	$ 633,085	$ 645,003	$ 657,149	$ 669,526
Ending	$	5,401,935	$ 6,000,587	$ 6,610,500	$ 7,231,890	$ 7,864,975	$ 8,509,979	$ 9,167,127	$ 9,836,653
Interium & Pre-Post closure Fund									
Starting	$	1,059,818	$ 1,208,280	$ 1,361,857	$ 1,518,323	$ 1,677,734	$ 1,840,145	$ 2,005,613	$ 2,174,197
Rate/ton	$	148,462	$ 153,577	$ 156,466	$ 159,410	$ 162,411	$ 165,468	$ 168,584	$ 171,759
Ending	$	1,208,280	$ 1,361,857	$ 1,518,323	$ 1,677,734	$ 1,840,145	$ 2,005,613	$ 2,174,197	$ 2,345,956

BVSWMA, Inc.
Rock Prairies Closure Funds

Rock Prairie Closure & Post Closure Reserve

	2026	2027	2028	2029	2030	2031	2032	2033
PC Years Remaining	22	21	20	19	18	17	16	15
Starting	$ 2,390,358	$ 2,255,358	$ 2,152,841	$ 2,050,325	$ 1,947,809	$ 1,845,293	$ 1,742,776	$ 1,640,260
Additions		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Expenses	$ (135,000)	$ (102,516.25)	$ (102,516)	$ (102,516)	$ (102,516)	$ (102,516)	$ (102,516)	$ (102,516)
Ending	$ 2,255,358	$ 2,152,841	$ 2,050,325	$ 1,947,809	$ 1,845,293	$ 1,742,776	$ 1,640,260	$ 1,537,744

July 23, 2026
Item No. 8.2.
City use of Automated License Plate Readers

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding city use of Automated License Plate Readers.

Relationship to Strategic Goals:
Reduce Crime and the Fear of Crime

Recommendation(s):

Summary: Presentation on the use and management of Automated License Plate Readers in City Departments

Budget & Financial Summary:

Attachments:
None

July 23, 2026
Item No. 8.3.
Strategic Water Utility Collaboration

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding strategic regional water utility collaboration and mutual support initiatives.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): No action is required, as this item is presented for informational purposes.

Summary: The Water Services Department will present an update on our strategic collaboration with adjacent water systems. The presentation will highlight our commitment to regional resiliency, focusing on mutual support initiatives such as the implementation of emergency interconnects.

Budget & Financial Summary: N/A

Attachments:
None

July 23, 2026
Item No. 8.4.
Highway 6 Signage

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding Big 6 community branding signage

Relationship to Strategic Goals:
Diverse and Growing Economy

Recommendation(s): Staff recommends council receive and consider the citizen presentation.

Summary: This item was requested as a future agenda item by Councilmember Yancy at the March 26th, 2026 meeting. Steve Beachy and Manjit Yadav will present a proposal for a coordinated, community-wide signage and public-art strategy deployed along the full twelve-mile Highway 6 corridor to present a unified narrative: Welcome to Aggieland.

Budget & Financial Summary: This is a citizen-initiated proposal. If council should decide to move forward with the proposed concepts, staff will gather cost estimates and present them to council at a future date.

Attachments:
None

July 23, 2026
Item No. 9.1.
Public hearing, presentation, possible action, and discussion on the City of College Station FY 2026-2027 Proposed Budget.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on the City of College Station FY 2026-2027 Proposed Budget.

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

Recommendation(s): Hold public hearing on Proposed Budget and receive citizen input. Provide direction to staff on budget.

Summary: The City Charter requires that the City Council call and hold a public hearing on the proposed budget; and that after such public hearing, the Council may insert or decrease items so long as the total of any increases and insertions do not increase the total budget by more than 3%.

The Proposed Budget was presented to the City Council on July 06, 2026. Budget workshops were held to review the proposed budgets on July 13th and 14th.

On July 6, 2026, the City Council called a public hearing on the FY 2026-2027 Proposed Budget. A notice announcing the public hearing was published in accordance with City Charter and State Law requirements.

The FY 2026-2027 Budget is scheduled to be adopted on August 27, 2026.

Budget & Financial Summary: The following is an overall summary of the proposed budget.

Subtotal Operation and Maintenance: $394,752,006
Subtotal Capital: $181,594,937
Total Proposed Budget: $576,346,943

Attachments:
None

July 23, 2026
Item No. 9.2.
2026 Certificates of Obligation

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance authorizing the issuance of certificates of obligation; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing an official statement and instruments and procedures relating to said certificates; and enacting other provisions relating to the subject.

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

Recommendation(s): Staff recommends Council's approval of an ordinance authorizing the issuance of certificates of obligation; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing an official statement and instruments and procedures relating to said certificates; and enacting other provisions relating to the subject.

Summary: The City Council is authorized to approve the issuance of Certificates of Obligation (CO's) after approving a resolution directing notice to be published of the intent to issue the CO's. On May 28, 2026, Council approved a resolution directing staff to publish the City's notice of intent to issue the CO's, as required by law. On June 4th and June 11th such notices were duly published.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget. The City primarily uses three types of debt instruments to fulfill those requirements.

1. General Obligation Bonds (GOB's) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. GOBs are authorized by the voters and therefore, notice is provided in the election process.

2. Utility Revenue Bonds (URB's) are backed by the revenues of the City's various utilities and are issued as a business activity. These are typically only issued for utility capital projects.

3. Certificates of Obligation (CO's) normally include at least one additional revenue stream such as utility revenues, but are considered to be much like GOBs and therefore normally receive a rating similar to GOB's. Our policy for issuing CO's allows more flexibility in their issue than GOB's, particularly when other revenues are anticipated to assist in debt service.

It is at the recommendation of the City's Financial Advisor, Ms. Marti Shew, of Hilltop Securities, Inc., that the City issue Certificates of Obligation for utility projects rather than Utility Revenue Bonds.

The ordinance authorizes the issuance of up to $37,250,000 for paying all or a portion of the City's contractual obligations to be incurred in connection with constructing, improving, acquiring and equipping the following projects: (i) improvements and extensions to the City's waterworks system

including water wells, distribution, transmission and system lines and (ii) the payment of fiscal, engineering and legal fees incurred in connection therewith.

Budget & Financial Summary: The city reviews the applicable debt service requirement during the annual budget preparation. The water utility has budgeted these expenditures and will be paying for the debt service associated with these certificates.

Attachments:

1. Ordinance (CO Series 2026) (ver 1)
2. July 23 Signature Pages

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
BRAZOS COUNTY §
CITY OF COLLEGE STATION, TEXAS §

We, the undersigned officers of the City Council of the City of College Station, Texas hereby certify as follows:

1. The City Council convened in a regular meeting on July 23, 2026 at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to wit:

John Nichols, Mayor	Mark Smith, Place 1 Councilman
William Wright, Place 2 Councilman	David White, Place 3 Councilman
Melissa Mcllhaney; Place 4 Councilwoman	Bob Yancy, Place 5 Councilman
Scott Shafer, Place 6 Councilman	

and all of the above persons were present, except _____, thus constituting a quorum. Whereupon, among other business the following was transacted at the Meeting: a written Ordinance entitled

ORDINANCE AUTHORIZING THE ISSUANCE OF CERTIFICATES OF OBLIGATION; DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE CERTIFICATES; APPROVING AND AUTHORIZING AN OFFICIAL STATEMENT AND INSTRUMENTS AND PROCEDURES RELATING TO SAID CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried, with all members of the City Council shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Ordinance has been duly recorded in the Council's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; and that the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given all as required by the Texas Government Code, Chapter 551.

3. The Mayor of the City Council has approved and hereby approves the Ordinance; and the Mayor and the City Secretary of the City hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON JULY 23, 2026

Tanya D. Smith City Secretary	John Nichols Mayor

(CITY SEAL)

ORDINANCE AUTHORIZING THE ISSUANCE OF CERTIFICATES OF OBLIGATION; DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE CERTIFICATES; APPROVING AND AUTHORIZING AN OFFICIAL STATEMENT AND INSTRUMENTS AND PROCEDURES RELATING TO SAID CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of College Station (the "City") passed a resolution authorizing and directing notice of its intention to issue the Certificates of Obligation herein authorized, to be published in a newspaper as required by Section 271.049 of the Texas Local Government Code;

WHEREAS, said notice was published in The Eagle, a newspaper of the type described in Section 2051.044, Texas Government Code, as required by Section 271.049 of the Texas Local Government Code;

WHEREAS, said notice provided that the ordinance authorizing the Certificates of Obligation may authorize an authorized officer of the City to effect the sale and delivery of the Certificates of Obligation on a date or dates subsequent to the adoption of the ordinance;

WHEREAS, no petition signed by at least 5% of the qualified electors of said City as permitted by said Section 271.049 of the Texas Local Government Code protesting the issuance of such Certificates of Obligation, has been filed;

WHEREAS, the City is an "Issuer" within the meaning of Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least $100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation;

WHEREAS, the Certificates of Obligation hereinafter authorized are to be issued and delivered pursuant to Subchapter C of Chapter 271 of the Texas Local Government Code and Chapter 1371, Texas Government Code and the City's Home Rule Charter;

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates of Obligation are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551;

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

Section 1. DEFINITIONS; AUTHORIZATION OF CERTIFICATES OF OBLIGATION.

(a) *Definitions*. Terms not otherwise defined herein shall have the following meanings.

(i) The term "Authorized Denomination" shall mean a denomination of $5,000 of principal amount of a Certificate or any integral multiple thereof.

(ii) The term "Business Day" means any day other than a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City are, authorized by law or executive order to close.

(iii) The term "Certificates" and "Certificates of Obligation" shall mean the Certificates authorized to be issued and delivered by this Ordinance.

(iv) The term "Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(v) The term "MSRB" means the Municipal Securities Rulemaking Board.

(vi) The term "Pricing Certificate" means a certificate of the Pricing Officer setting forth the terms of sale of the Certificates including the method of sale, principal amount, maturity dates, interest payment dates, dated date, interest rates, yields, redemption provisions, and other matters related to the sale of the Certificates.

(vii) The term "Pricing Officer" means the City Manager and the Assistant City Manager/Chief Financial Officer of the City (each the "Pricing Officer") each of whom is independently authorized to finalize the terms of sale of the Certificates by execution of the Pricing Certificate.

(viii) The term "Purchaser" means (i) if the Certificates are sold by negotiated sale, the underwriter or underwriting syndicate selected by the Pricing Officer, or (ii) if the Certificates are sold by competitive sale by soliciting public bids, the underwriter or underwriting syndicate awarded the Certificates by the Pricing Officer.

(ix) The term "Rule" means SEC Rule 15c2-12 (17 C.F.R. § 240.15C2-12), as amended from time to time.

(x) The term "SEC" means the United States Securities and Exchange Commission.

(xi) The term "Surplus Revenues" shall mean those revenues from the operation of the City's waterworks, sewer and electric systems that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other

requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks, sewer and electric systems.

(b) The Certificates are hereby authorized to be issued and delivered in the principal amount not to exceed $37,250,000 for paying all or a portion of the City's contractual obligations incurred in connection with: (i) improvements and extensions to the City's waterworks system including water wells, distribution, transmission and system lines and (ii) the payment of fiscal, engineering and legal fees incurred in connection therewith.

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1371.053, Texas Government Code, each Pricing Officer is hereby authorized to act individually and severally on behalf of the City in selling and delivering the Certificates, carrying out the other procedures specified in this Ordinance, including, determining the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, whether the Certificate shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the price at which the Certificates will be sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Certificates and obtaining municipal insurance for all or any portion of the Certificates and providing for the terms and provisions thereof applicable to the Certificates, all of which shall be specified in the Pricing Certificate.

(b) No series of Certificates shall be issued pursuant to this Ordinance unless each of the following parameters are satisfied as specified in the Pricing Certificate:

(i) the aggregate principal amount of the Certificates shall not exceed $37,250,000;

(ii) the true interest cost of the Certificates shall not exceed 5.00% per annum;

(iii) the final maturity of the Certificates shall not exceed February 15, 2046;

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to ninety days from the date of adoption of this Ordinance; and

(v) on or prior to delivery, the Certificates shall be rated by a nationally recognized rating agency for municipal securities in one of the four highest categories for long-term obligations.

(c) Each Certificate issued pursuant to this Ordinance shall be designated: "CITY OF COLLEGE STATION, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2026."

(d) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount that, when combined with premium used for purposes other than the payment of costs of issuance, does not exceed the amount authorized in subsection (b) and

subsection (c) hereof, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The Certificates shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(e) The Certificates may be sold by public offering (either through a negotiated or competitive offering) and the Pricing Certificate shall so state, and the Pricing Certificate may conform this Ordinance to such method of sale, including the provisions hereof that pertain to the undertaking of the Issuer in accordance with the Rule.

(f) The City Council hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Certificates as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate are required to be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) The City shall keep or cause to be kept at the corporate trust office in Pittsburgh, Pennsylvania (the "Designated Trust Office") of The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent/Registrar"), books or records for the registration and transfer of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided. The City or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar at its Designated Trust Office, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate may be transferred in the Registration Books only upon presentation and surrender thereof to the Paying Agent/Registrar at its Designated Trust Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Certificate, or any portion thereof in any Authorized Denomination, to the assignee or assignees thereof, and the right of such assignee or assignees to have such Certificate or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate or any portion thereof, a new substitute certificate or certificates shall be issued in exchange therefor in the manner herein provided.

(b) The entity in whose name any Certificate shall be registered in the Registration Books at any time shall be treated as the absolute owner thereof for all purposes of this Ordinance, whether or not such Certificate shall be overdue, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such certificate shall be made only to such registered owner.

All such payments shall be valid and effectual to satisfy and discharge the liability upon such certificate to the extent of the sum or sums so paid.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, and to act as its agent to exchange or replace Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all exchanges thereof, and all replacements thereof, as provided in this Ordinance.

(d) Each Certificate may be exchanged for fully registered certificates in the manner set forth herein. Each Certificate issued and delivered pursuant to this Ordinance may, upon surrender thereof at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered Certificates, without interest coupons, in the form prescribed in the FORM OF CERTIFICATE, in an Authorized Denomination (subject to the requirement hereinafter stated that each substitute Certificate shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the principal amount of any Certificate or Certificates so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If any Certificate or portion thereof is assigned and transferred, each Certificate issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall exchange or replace Certificates as provided herein, and each fully registered Certificate or Certificates delivered in exchange for or replacement of any Certificate or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Certificates for all purposes of this Ordinance, and may again be exchanged or replaced. It is specifically provided, however, that any Certificate delivered in exchange for or replacement of another Certificate prior to the first scheduled interest payment date on the Certificates (as stated on the face thereof) shall be dated the same date as such Certificate, but each substitute Certificate so delivered on or after such first scheduled interest payment date shall be dated as of the interest payment date preceding the date on which such substitute Certificate is delivered, unless such substitute Certificate is delivered on an interest payment date, in which case it shall be dated as of such date of delivery; provided, however, that if at the time of delivery of any substitute Certificate the interest on the Certificate for which it is being exchanged has not been paid, then such substitute Certificate shall be dated as of the date to which such interest has been paid in full. On each substitute Certificate issued in exchange for or replacement of any Certificate or Certificates issued under this Ordinance there shall be printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth in the FORM OF CERTIFICATE (the "Authentication Certificate"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such substitute Certificate, date such substitute Certificate in the manner set forth above, and manually sign and date the Authentication Certificate, and no such substitute Certificate shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates surrendered for exchange or replacement.

No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Certificates or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificate in the manner prescribed herein. Pursuant to Chapter 1206, Texas Government Code, the duty of exchange or replacement of any Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of Authentication Certificate, the exchanged or replaced Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate so selected for redemption, in whole or in part, within 45 calendar days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled principal of a Certificate.

(e) All Certificates issued in exchange or replacement of any other Certificate or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the FORM OF CERTIFICATE.

(f) The City shall pay the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers of Certificates, but the registered owner of any Certificate requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The registered owner of any Certificates requesting any exchange shall pay the Paying Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any such certificate or portion thereof, together with any taxes or governmental charges required to be paid with respect thereto, all as a condition precedent to the exercise of such privilege of exchange, except, however, that in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof in an Authorized Denomination, as provided in this Ordinance, such fees and charges will be paid by the City. In addition, the City hereby covenants with the registered owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer or registration of Certificates solely to the extent above provided, and with respect to the exchange of Certificates solely to the extent above provided.

(g) The City covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than sixty days written notice to the Paying Agent/Registrar. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants

that it will promptly appoint a competent and legally qualified national or state banking institution which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and whose qualifications substantially are similar to the previous Paying Agent/Registrar to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be in substantially the form as set forth in **Exhibit A** to this Ordinance. The Certificates shall numbered consecutively from R-1 upward, with the Initial Certificate being numbered T-1, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance and with the FORM OF CERTIFICATE to be modified pursuant to, and completed with information set forth in the Pricing Certificate. The FORM OF CERTIFICATE as it appears in **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate but it is not required for the FORM OF CERTIFICATE to reproduced as an exhibit to the Pricing Certificate. The printer of the Certificates is hereby authorized to print on the Certificates (i) the form of bond counsel's opinion relating to the Certificates, and (ii) an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Certificates.

Section 5. REDEMPTION PROVISIONS.

(a) *Optional Redemption.* The Certificates may be subject to optional redemption prior to maturity on the dates and at the redemption prices as set forth in the Pricing Certificate. The Pricing Officer is hereby delegated to make such modifications to the provisions of this section in the Pricing Certificate as are necessary to complete the sale and delivery of the Certificates.

(b) *Notice of Redemption.* At least thirty days prior to the date fixed for any redemption of Certificates, or portions thereof, prior to maturity, the Issuer shall cause written notice of such redemption to be sent by United States mail, first class, postage prepaid, to each Registered Owner of a Certificate to be redeemed, in whole or in part, at the address of the Registered Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing of such notice. All notices of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner.

(c) *Firm Banking and Financial Arrangements.* By the date fixed for any prior redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be redeemed. If written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be redeemed shall automatically be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate having the same maturity date, bearing interest at the same rate, in an Authorized Denomination, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer.

(d) *Selection of Certificates for Redemption*. If less than all Certificates of the same maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall randomly select by lot the Certificates within such maturity to be redeemed.

(e) *Conditional Notice of Redemption*. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Section 6. LEVY OF TAX; INTEREST AND SINKING FUND; REVENUE PLEDGE.

(a) A special fund or account, to be designated the "Series 2026 CO Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the respective series of Certificates. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the respective Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the City shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide a sinking fund to pay the principal (including mandatory sinking fund redemption payments, if any) of the Certificates as such principal matures or comes due through operation of the mandatory sinking fund redemption,

if any, but never less than 2% of the original amount of the Certificates as a sinking fund each year. The rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the City for each year while any of the Certificates is outstanding and unpaid, and the ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Ad valorem taxes necessary to pay the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by and shall be payable from a limited pledge (not to exceed $1,000) of Surplus Revenues. The Surplus Revenues are pledged by the City pursuant to authority of Chapter 1502, Texas Government Code, specifically Section 1502.058 thereof. The City shall promptly deposit the Surplus Revenues upon their receipt to the credit of the Interest and Sinking Fund created pursuant to Section 6, to pay the principal and interest on the Certificates. If Surplus Revenues or any other lawfully available revenues, income or resources of the City are deposited or budgeted to be deposited in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available revenues, income or resources then on deposit or budgeted to be deposited to the credit of the Interest and Sinking Fund.

(c) Application of Chapter 1208, Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and the Surplus Revenues granted by the City under this section, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the ad valorem taxes and Surplus Revenues granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

(d) The City shall do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest due on the Certificates.

(e) The Interest and Sinking Fund created by this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and such Interest and Sinking Fund shall be used only for the purposes and in the manner permitted or required by this Ordinance.

(f) In order to pay any debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) *Replacement Certificates*. In the event any outstanding Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) *Application for Replacement Certificates*. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate, the registered owner applying for a replacement Certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) *No Default Occurred.* Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement certificate, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Certificates*. Prior to the issuance of any replacement Certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Certificates*. In accordance with Section 1201.067, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the City or any other body or person, and the duty of the replacement of such Certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 4(d) of this Ordinance for Certificates issued in conversion and exchange of other Certificates.

Section 8. FEDERAL INCOME TAX MATTERS.

(a) *Covenants*. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the Registered Owner for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(i) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(ii) to take any action to assure that in the event that the "private business use" described in subsection (a)(i) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iii) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(iv) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(v) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with:

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148 1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(vii) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(viii) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings" (within the meaning of section 148(f) of the Code) and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) *Rebate Fund*. In order to facilitate compliance with subsection (a)(viii), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Registered Owners. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) *Proceeds*. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of refunded obligations expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the City Manager or Assistant City Manager/Chief Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9. DISPOSITION OF PROJECT. The Issuer covenants that the property financed with the proceeds of the Certificates will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of such bonds. For purposes of the foregoing, the portion of the

property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 11. Reserved.

Section 12. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES. The City Manager or the Assistant City Manager/Chief Financial Officer of the City is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such certificate. The Certificates thus registered shall remain in the custody of the Assistant City Manager/Chief Financial Officer (or the designee thereof) until delivered to the Purchaser (as defined in Section 16 of this Ordinance).

Section 13. DTC REGISTRATION. The Certificates initially shall be issued and delivered in such manner that no physical distribution of the Certificates will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Certificates. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. The Certificates initially authorized by this Ordinance shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. It is expected that DTC will hold the Certificates on behalf of the Purchaser and its participants. So long as each Certificate is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system

which will identify ownership of the Certificates in Authorized Denominations, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Certificates initially deposited with DTC shall be immobilized and not be further exchanged for substitute Certificates except as hereinafter provided. The City is not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Certificates. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Certificates, and the method of paying the fees and charges of DTC. The City does not represent, nor does it in any way covenant that the initial book-entry system established with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Certificates is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Certificates will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Certificates. In connection with the initial establishment of the foregoing book-entry system with DTC, the City heretofore has executed a "Blanket Letter of Representations" prepared by DTC in order to implement the book-entry system described above.

Section 14. CONTINUING DISCLOSURE OBLIGATION PURSUANT TO RULE 15C2-12 (17 C.F.R. § 240.15C2-12).

(a) *Annual Reports*.

(i) The City will provide certain updated financial information and operating data to the MSRB on an annual basis in an electronic format that is prescribed by the MSRB and available via the Electronic Municipal Market Access System ("EMMA") at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6; 8 through 20 and in Appendix B. The City will update and provide the information in Tables 1 through 6 and 8 through 20 within six months after the end of each fiscal year ending in and after 2026. The City will additionally provide audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2026. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B of the Official Statement or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation.

(ii) The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC, as permitted

by the Rule. If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) *Event Notices*. The City shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten Business Days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

7. Modifications to rights of Certificateholders, if material;

8. Certificate calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Certificates, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by such subsection.

(c) *Limitations, Disclaimers, and Amendments*.

(i) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCE SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH

BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(v) Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 15. DEFEASANCE.

(a) *Deemed Paid*. Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment

of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) *Investments*. Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) above. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Securities, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) *Selection of Defeased Certificates*. In the event that the City elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

(d) *Defeasance Securities.* The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(e) The Pricing Officer is authorized to modify the categories of Defeasance Securities that are eligible to defease the Certificates.

(f) *Continuing Duty of Paying Agent/Registrar.* Until all Certificates defeased under this Section of this Ordinance shall become due and payable, the Paying Agent/Registrar for such Certificates shall perform the services of Paying Agent/Registrar for such Certificates the same as

if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services.

Section 16. SALE OF CERTIFICATES; OFFICIAL STATEMENT.

(a) The Certificates may be sold by public offering (either through a negotiated or competitive offering) and the terms and provisions of which are to be determined by the Pricing Officer in accordance with Section 2 hereof, and in which the purchasers of the Certificates are designated. The Certificates may be sold pursuant to a purchase agreement or notice of sale and bidding instructions (collectively, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the Purchaser of the Certificates shall be designated. The Certificates shall initially be registered in the name of the Purchaser thereof as set forth in the Pricing Certificate.

(b) The City hereby approves the form and content of the draft preliminary official statement relating to the Certificates in the form attached hereto as **Exhibit B** and any addenda, supplement or amendment thereto, and deems final the preliminary official statement and approves the distribution of such preliminary official statement in the reoffering of the Certificates by the Purchaser, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable or as are required by the Rule. The Pricing Officer is hereby authorized, in the name and on behalf of the City, to approve, distribute, and deliver a final preliminary official statement and a final official statement relating to the Certificates to be used by the Purchaser in the marketing of the Certificates.

(c) The Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Certificates. To that end, should the Pricing Officer exercise such authority and commit the City to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Manager, the Assistant City Manager/Chief Financial Officer and City Secretary or Deputy City Secretary, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City a Paying Agent/Registrar Agreement, in the form presented at the meeting at which this Ordinance is adopted, with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates, the Purchase Agreement and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 17. FURTHER PROCEDURES. The Mayor, the City Secretary, the City Manager, the Assistant City Manager/Chief Financial Officer and Director of Finance, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, and the sale and delivery of the Certificates and fixing all details in connection therewith. The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Certificates, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

Section 18. CONSTRUCTION FUND; USE OF PROCEEDS.

(a) The City hereby creates and establishes and shall maintain on the books of the City a separate fund to be entitled the "Series 2026 Certificates of Obligation Construction Fund" (the "Construction Fund") for use by the City for payment of all lawful costs associated with the acquisition and construction of the projects as provided in Section 1.

(b) The proceeds from the sale of the Certificates shall be deposited, on the date of closing, in the manner described in a letter of instructions prepared by the City or on behalf of the City by the City's financial advisor. The foregoing notwithstanding, any proceeds representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund.

Section 19. INTEREST EARNINGS. The interest earnings derived from the investment of proceeds from the sale of the Certificates may be used along with other proceeds for the construction of the permanent improvements set forth in Section 1 hereof for which the Certificates are issued; provided that after completion of such permanent improvements, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to this Ordinance hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 20. DEFAULT AND REMEDIES.

(a) *Events of Default.* Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default: (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable or (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any registered owner to the City.

(b) *Remedies for Default.* Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of

the City in their official capacity, for the purpose of protecting and enforcing the rights of the registered owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies. It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all registered owners of Certificates then outstanding.

(c) *Remedies Not Exclusive.*

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or members of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 21. MISCELLANEOUS PROVISIONS.

(a) *Preamble*. The preamble to this Ordinance is incorporated by reference and made a part hereof for all purposes.

(b) *Titles Not Restrictive*. The titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(c) *Rules of Construction*. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions

thereof. Any reference to "FORM OF CERTIFICATE" shall refer to the form of the Certificates set forth in **Exhibit A** to this Ordinance. Any reference to the payment of principal in this Ordinance shall be deemed to include the payment of any mandatory sinking fund redemption payments as may be described herein.

(d) *Inconsistent Provisions.* All ordinances, orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(e) *Severability*. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(f) *Governing Law*. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(g) *Open Meeting*. The City officially finds and determines that the meeting at which this Ordinance is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(h) *Immediate Effect*. In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council.

[Remainder of page intentionally left blank.]

EXHIBIT A

FORM OF CERTIFICATE

The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance and with the Certificates to be completed with information set forth in the Pricing Certificate. The Form of Certificate as it appears in this **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate but it is not required for the Form of Certificate to reproduced as an exhibit to the Pricing Certificate.

The '[]' in this section are intentional.

NO. [R][T]-1

UNITED STATES OF AMERICA
STATE OF TEXAS
BRAZOS COUNTY

PRINCIPAL AMOUNT
$_____

CITY OF COLLEGE STATION, TEXAS
CERTIFICATE OF OBLIGATION,
SERIES 2026

MATURITY DATE	INTEREST RATE	DELIVERY DATE	CUSIP NO.
_____	_____	[], 2026	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF COLLEGE STATION, TEXAS, in Brazos County (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above or to the registered assignee hereof (either being hereinafter called the "registered owner") the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months), from the Delivery Date specified above, to the Maturity Date specified above, or the date of its redemption prior to scheduled maturity, at the interest rate per annum specified above, with said interest payable on February 15, [], and semiannually on each August 15 and February 15 thereafter until maturity or prior redemption; except that if this Certificate is required to be authenticated and the date of its authentication is later than February 15, [], such interest is payable semiannually on each August 15 and February 15 following such date.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. At maturity or redemption prior to maturity, the principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at the designated corporate trust office

in Pittsburgh, Pennsylvania (the "Designated Trust Office") of The Bank of New York Mellon Trust Company, N.A., Pittsburgh, Pennsylvania, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the Designated Trust Office of the Paying Agent/Registrar. The City covenants with the registered owner of this Certificate that on or before each principal and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IN THE EVENT OF NON-PAYMENT of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of a Certificate appearing on the Registration Books kept by the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a Series of Certificates dated as of [], 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $[], for the purpose of paying all or a portion of the City's contractual obligations incurred in connection with (i) improvements and extensions to the City's waterworks system including water wells, distribution, transmission and system lines and (ii) the payment of fiscal, engineering and legal fees incurred in connection therewith.

ON FEBRUARY 15, 20[], or on any date thereafter, the Certificates of this Series maturing on February 15, 20[] and thereafter may be redeemed prior to their scheduled maturities, at the option of the City, in whole, or in part, at par and accrued interest to the date fixed for redemption.

The years of maturity of the Certificates called for redemption at the option of the City prior to their stated maturity shall be selected by the City. The Certificates or portions thereof redeemed within a maturity shall be selected by lot or other method by the Paying Agent/Registrar; provided, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

AT LEAST THIRTY days prior to the date fixed for any such redemption, a written notice of such redemption shall be given to the registered owner of each Certificate or a portion thereof being called for redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar. By the date fixed for any such redemption due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Certificate or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Certificate, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in Authorized Denominations, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice must state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in Authorized Denominations. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in Authorized Denominations as requested in writing by the appropriate registered owner,

assignee, or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar at its Designated Trust Office for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar at its Designated Trust Office, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in an Authorized Denomination to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the City. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Certificate or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege. In any circumstance, neither the City nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 30 days before the day of the first mailing of a notice of redemption of Certificates and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Certificates so selected for redemption when such redemption is scheduled to occur within 45 calendar days.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; that this Certificate is a direct obligation of said City, issued on the full faith and credit thereof; and that in accordance with the terms of the Certificate Ordinance, annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law; and that a limited pledge (not to exceed $1,000) of the Surplus Revenues from the operation of the City's waterworks, sewer and electric systems remaining after payment of all operation and

maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks, sewer and electric systems remaining after payment of all operation and maintenance expenses thereof and any other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates, have been pledged as additional security for the Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the City, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the City.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the City, attested by the manual or facsimile signature of the City Secretary or Deputy City Secretary, and the official seal of the City has been duly affixed to, or impressed, or placed in facsimile, on this Certificate.

_____ _____

City Secretary Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the proceedings adopted by the City as described in the text of this Certificate of Obligation; and that this Certificate of Obligation has been issued in exchange for or replacement of a Certificate of Obligation of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

The Bank of New York Mellon Trust Company, N.A.
Pittsburgh, Pennsylvania
Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF COMPTROLLER'S CERTIFICATE
[ATTACHED TO CERTIFICATE NO. T-1 UPON INITIAL DELIVERY THEREOF]

COMPTROLLER'S CERTIFICATE

OFFICE OF COMPTROLLER §

REGISTER NO. _____

STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

WITNESS MY HAND and seal of office at Austin, Texas this _____.

_____

Comptroller of Public Accounts of the State of Texas

(SEAL)

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

_____

Please insert Social Security or Taxpayer Identification Number of Transferee

_____

Please print or type name and address, including zip code of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

_____

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

INSERTIONS FOR THE INITIAL CERTIFICATE. The initial Certificate shall be in the form set forth in paragraph (a) of this Form of Certificate, except that:

i. immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

ii the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF COLLEGE STATION, TEXAS, in Brazos County, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above or to the registered assignee hereof (either being hereinafter called the "registered owner") on the Maturity Dates, in the Principal Amounts and bearing interest at the per annum Interest Rates set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rate
[]	[]	[]

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 20[] and on each August 15 and February 15 thereafter to the date of payment of the Principal Amounts specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of

authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

iii. The initial Certificate shall be numbered "T-1."

EXHIBIT B

PRELIMINARY OFFICIAL STATEMENT

(Omitted as it is included in Transcript)

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

HilltopSecurities
A Hilltop Holdings Company.

(See "Continuing Disclosure of Information" herein)

PRELIMINARY OFFICIAL STATEMENT
Dated _____, 2026

Ratings:
Moody's: Applied for
S&P: Applied for
See "OTHER INFORMATION – Ratings" herein

NEW ISSUE - Book-Entry-Only

In the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, interest on the Certificates will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under "TAX MATTERS" herein including the alternative minimum tax on certain corporations.

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

CITY OF COLLEGE STATION, TEXAS
(a Home-Rule City located in Brazos County, Texas)

$35,790,000*
CERTIFICATES OF OBLIGATION, SERIES 2026

Dated Date: Date of Delivery **Due: February 15, as shown on page 4**
Interest Accrual Date: Date of Delivery

PAYMENT TERMS. . . Interest on the $35,790,000* City of College Station, Texas Certificates of Obligation, Series 2026 (the "Certificates") will accrue from the date of delivery, and will be payable February 15 and August 15 of each year commencing February 15, 2027 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Certificates will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of $5,000 of principal amount or any integral multiples thereof within a maturity. **No physical delivery of the Certificates will be made to the beneficial owners thereof.** Principal of, premium, if any, and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates. See "THE CERTIFICATES - Book-Entry-Only System" herein. The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (see "THE CERTIFICATES - Paying Agent/Registrar").

AUTHORITY FOR ISSUANCE. . . The Certificates are issued pursuant to the Constitution and general laws of the State of Texas (the "State"), particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and constitute direct obligations of the City of College Station, Texas (the "City"), payable from a combination of (i) the levy and collection of a direct and continuing ad valorem tax, levied within the limits prescribed by law, on all taxable property within the City, and (ii) subordinate lien on and pledge of $1,000 of the surplus revenues of the City's combined water, wastewater and electric utility system, as provided in the Certificate Ordinance. In the Certificate Ordinance, the City Council will delegated to a designated officer of the City pursuant to certain provisions of Chapter 1371, authority to effect the sale of the Certificates and to establish certain terms related to the issuance and sale of the Certificates. The terms of the sale will be included in a "Pricing Certificate," which will complete the sale of the Certificates (such ordinance and the Pricing Certificate for the Certificates are jointly referred to as the " Ordinance" (see "THE CERTIFICATES - Authority for Issuance of the Certificates" and "THE CERTIFICATES - Security and Source of Payment").

PURPOSE. . . Proceeds from the sale of the Certificates will be used for (i) improvements and extensions to the City's waterworks system including water wells, distribution, transmission and system lines and (ii) professional services rendered in relation to such projects and the issuance costs of the Certificates.

CUSIP PREFIX: 194469

MATURITY SCHEDULE & 9 DIGIT CUSIP
See Schedule on page 4

LEGALITY. . . The Certificates are offered for delivery, when issued, and received by the initial purchaser (the "Initial Purchaser") and subject to the opinion of the Attorney General of the State of Texas and the opinion of McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel for the City (see "APPENDIX C – Form Of Opinion Of Bond Counsel"). Certain legal matters will be passed upon for the City by McCall, Parkhurst & Horton, L.L.P., Dallas, Texas, Disclosure Counsel for the City.

DELIVERY. . . It is expected that the Certificates will be available for delivery through the services of DTC on or about _____, 2026.

BIDS DUE _____, _____, 2026 AT 10:00 A.M. CDT

* Preliminary, subject to change.

CUSIP Prefix: 194469[(1)]

MATURITY SCHEDULE*

$35,790,000*
Certificates of Obligation, Series 2026

Due Feb. 15	Principal	Interest Rate	Yield	CUSIP [(1)]
2027	$ 1,130,000			
2028	1,125,000			
2029	1,185,000			
2030	1,245,000			
2031	1,310,000			
2032	1,375,000			
2033	1,450,000			
2034	1,520,000			
2035	1,600,000			
2036	1,680,000			
2037	1,770,000			
2038	1,860,000			
2039	1,955,000			
2040	2,055,000			
2041	2,160,000			
2042	2,270,000			
2043	2,375,000			
2044	2,470,000			
2045	2,575,000			
2046	2,680,000			

(1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard and Poor's Financial Services LLC on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the City nor the Municipal Advisor shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

OPTIONAL REDEMPTION . . . The City reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2036, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on February 15, 2035, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see "THE CERTIFICATES – Optional Redemption").

MANDATORY SINKING FUND REDEMPTION . . . In addition to the foregoing optional redemption provision, if in connection with the pricing of the Certificates the principal amounts designated in the maturity a schedule herein are combined to create Term Certificates, each Term Certificate shall be subject to mandatory sinking fund redemption commencing on February 15 of the first year which has been combined to form such Term Certificate and continuing on February 15 in each year thereafter until the stated maturity date of that Term Certificate, and the amount required to e redeemed in any year shall be equal to the principal amount for such year set forth in the serial maturity schedule shown above (see 'THE CERTIFICATES – Mandatory Sinking Fund Redemption").

* Preliminary, subject to change.

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, as amended and in effect on the date hereof (the "Rule"), this document constitutes a Preliminary Official Statement of the City with respect to the Certificates that has been deemed "final" by the City as of its date except for the omission of no more than the information permitted by the Rule.

This Official Statement, which includes the cover page and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesperson or other person has been authorized to give information or to make any representation other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon.

The information set forth herein has been obtained from the City and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Municipal Advisor or the Initial Purchasers. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized. CUSIP numbers have been assigned to this issue by CUSIP Global Services, and are included solely for the convenience of the owners of the Certificates. Neither the City, the Municipal Advisor nor the Initial Purchasers shall be responsible for the selection or correctness of the CUSIP numbers shown on the inside cover page.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the City or other matters described.

sIn connection with this offering, the Initial Purchasers may over-allot or effect transactions which stabilize the market price of the issue at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Certificates are exempt from registration with the Securities and Exchange Commission and consequently have not been registered therewith. The registration, qualification, or exemption of the Certificates in accordance with applicable securities law provisions of the jurisdiction in which these securities have been registered or exempted should not be regarded as a recommendation thereof.

NEITHER THE CITY, ITS MUNICIPAL ADVISOR NOR THE INITIAL PURCHASERS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING THE DEPOSITORY TRUST COMPANY ("DTC") OR ITS BOOK-ENTRY-ONLY SYSTEM.

Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or other matters described herein since the date hereof.

THIS OFFICIAL STATEMENT CONTAINS "FORWARD-LOOKING" STATEMENTS WITHIN THE MEANING OF SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. SUCH STATEMENTS MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE ACTUAL RESULTS, PERFORMANCE AND ACHIEVEMENTS TO BE DIFFERENT FROM THE FUTURE RESULTS, PERFORMANCE AND ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED THAT THE ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN THE FORWARD-LOOKING STATEMENTS. See "OTHER INFORMATION – FORWARD-LOOKING STATEMENTS DISCLAIMER" herein.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this final official statement for purposes of, and as that term is defined in, SEC Rule 15c2-12.

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The cover page hereof, this page, the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

OFFICIAL STATEMENT SUMMARY

This summary is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement. The offering of the Certificates to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement.

THE CITY..... The City of College Station, Texas (the "City") is a political subdivision and a home-rule city of the State, located in Brazos County, Texas. The City covers approximately 51.6 square miles (see "INTRODUCTION - Description of The City").

THE CERTIFICATES ..... The Certificates are issued as $35,790,000* City of College Station, Texas Certificates of Obligation, Series 2026. The Certificates are issued as serial certificates maturing on February 15 in each of the years 2027-2046, inclusive (see "THE CERTIFICATES - General Description").

PAYMENT OF INTEREST ..... Interest on the Certificates will accrue from the date of delivery, and will be payable February 15 and August 15 of each year commencing February 15, 2027 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months (see "THE CERTIFICATES - General Description").

AUTHORITY FOR ISSUANCE . The Certificates are issued pursuant to the Constitution and general laws of the State, particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and an ordinance to be passed by the City Council of the City (the "Ordinance") (see "THE CERTIFICATES – Authority of Issuance").

SECURITY FOR THE CERTIFICATES..... The Certificates constitute direct obligations of the City, secured by and payable from a combination of (i) the levy and collection of an annual direct and continuing ad valorem tax, within the limits prescribed by law, on all taxable property located within the City, and (ii) a subordinate lien on and pledge of $1,000 of the surplus revenues derived from the City's combined water, wastewater and electric utility system (see "THE CERTIFICATES - Security and Source of Payment").

Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to $2.50 per $100 Taxable Assessed Valuation for all City purposes. The Home-Rule Charter of the City adopts the constitutionally authorized maximum tax rate of $2.50 per $100 Taxable Assessed Valuation.

REDEMPTION..... The City reserves the right, at its option, to redeem Certificates of either series having stated maturities on and after February 15, 2036, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on February 15, 2035, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see "THE CERTIFICATES – Optional Redemption").

TAX EXEMPTION ..... In the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, interest on the Certificates will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under "TAX MATTERS" herein including the alternative minimum tax on certain corporations.

USE OF PROCEEDS..... Proceeds from the sale of the Certificates will be used for (i) improvements and extensions to the City's waterworks system including water wells, distribution, transmission and system lines and (ii) professional services rendered in relation to such projects and the issuance costs of the Certificates.

RATINGS ..... The presently outstanding tax supported debt of the City is rated "Aa1" by Moody's Investors Service, Inc. ("Moody's") and "AA+" by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"), without regard to credit enhancement (see "OTHER INFORMATION – Ratings"). Applications have been made to Moody's and S&P for contract ratings on the Certificates.

BOOK-ENTRY-ONLY SYSTEM ..... The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of $5,000 of principal amount or any integral multiples thereof. No physical delivery of the Certificates will be made to the beneficial owners thereof. Principal of and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates (see "THE CERTIFICATES - Book-Entry-Only System").

PAYMENT RECORD..... The City has not defaulted on its bond indebtedness.

* Preliminary, subject to change.

SELECTED FINANCIAL INFORMATION

Fiscal Year Ended 9/30	Estimated City Population[1]	Taxable Assessed Valuation[2]	Per Capita Taxable Assessed Valuation	Net Ad Valorem Tax Debt[3]	Per Capita Net Ad Valorem Tax Debt	Ratio Tax Debt to Taxable Assessed Valuation	Percent Total Collection
2022	124,866	$ 10,483,884,379	$ 83,961	$ 234,995,275	$ 1,882	2.24%	99.81%
2023	126,056	11,964,153,544	94,911	220,478,586	1,749	1.84%	99.74%
2024	128,370	14,246,823,212	110,982	235,555,000	1,835	1.65%	99.61%
2025	131,579	15,135,864,468	115,033	233,770,000	1,777	1.54%	96.68%
2026	134,211	16,261,176,452	121,161	210,795,000 [4]	1,571 [4]	1.30% [4]	90.28% [5]

(1) Source: The City.
(2) As reported by the Brazos Central Appraisal District; subject to change during the ensuing year.
(3) Payable from ad valorem taxes. Does not include self-supporting debt. See "Table 10 – Self-Supporting Debt" for detail on the City's self-supported tax debt.
(4) Projected, includes the Certificates. Preliminary, subject to change.
(5) Collections as of April 30, 2026. A portion of the City's taxpayer base has elected to provide split payments to the City which will be due in part on June 30, 2026.

GENERAL FUND CONSOLIDATED STATEMENT SUMMARY

	For Fiscal Year Ended September 30,				
	2025	2024	2023	2022	2021
Beginning Balance	$ 96,362,339	$ 82,221,767	$ 76,473,305	$ 48,320,092	$ 35,742,062
Total Revenue	110,588,707	106,062,906	97,295,155	87,126,314	85,609,997
Total Expenditures	130,477,655	124,199,245	116,197,510	81,696,727	87,680,867
Other Financing Sources	25,705,688	32,276,911	24,675,817	22,723,626	16,166,209
Prior Period Adjustment	-	-	(25,000)	-	(1,517,309)
Ending Balance	$ 102,179,079	$ 96,362,339	$ 82,221,767	$ 76,473,305	$ 48,320,092

UTILITY SYSTEM CONDENSED STATEMENT OF OPERATIONS

	For Fiscal Year Ended September 30,				
	2025	2024	2023	2022	2021
Revenues:					
Electric	$ 127,333,292	$ 123,718,003	$ 127,341,875	$ 111,860,621	$ 102,794,575
Water and Wastewater	47,593,312	44,333,575	44,138,292	43,115,216	37,512,695
Interest	6,299,644	8,312,001	5,504,832	621,501	216,542
Other	7,945,331	6,031,014	4,760,879	4,520,337	4,508,068
Total Revenues	$ 189,171,579	$ 182,394,593	$ 181,745,878	$ 160,117,675	$ 145,031,880
Expenses:					
Total Expenses	$ 104,805,100	$ 104,489,086	$ 103,852,062	$ 103,835,235	$ 133,786,264 [1]
Net Available for Debt Service	$ 84,366,479	$ 77,905,507	$ 77,893,816	$ 56,282,440	$ 11,245,616
Water Average Montly Consumption (MGW)	435,897	385,128	409,702	463,182	381,256
Wastewater Average Daily Treatment (000's gal.)	9,130	9,767	9,215	8,389	9,430
Electric Average Monthly Consumption (KWH)	78,264	81,442	83,543	82,445	75,878

(1) The increase in expenses relative to prior years was due predominantly for costs associated with providing electricity during winter storm Uri in February, 2021.

CITY OFFICIALS, STAFF AND CONSULTANTS

ELECTED OFFICIALS

Name	Position	Length of Service	Term Expiration	Occupation
John Nichols	Mayor	13.5 Years	November 2026	Retired Professor
Mark Smith	Council Member 1	3.5 Years	November 2026	Retired Public Servant
William Wright	Council Member 2	3.5 Years	November 2026	Production Manager
David White	Council Member 3	1.5 Years	November 2028	President/CEO
Melissa Mcllhaney	Council Member 4	1.5 Years	November 2028	Business Owner
Bob Yancy	Council Member 5	3.5 Years	November 2028	Retired CEO
Scott Shafer	Council Member 6	1.5 Years	November 2028	Professor

SELECTED ADMINISTRATIVE STAFF

Name	Position	Length of Service to the City (in Years)	
Bryan Woods	City Manager	7.5	(1)
Jeff Capps	Deputy City Manager	33.0	(2)
Jeff Kersten	Assistant City Manager, CFO	35.0	(3)
Jennifer Prochazka	Assistant City Manager	26.0	(4)
Michael Ostrowski	Chief Development Officer	5.5	(5)
Adam C. Falco	City Attorney	19.0	(6)
Tanya D. Smith	City Secretary	18.0	(7)
Ty Elliott	Internal Auditor	19.0	
Mary Ellen Leonard	Director of Finance	10.0	
Gary Mechler	Director of Water Services	8.0	(8)
Glenn Gavit	Interim Director of Electric Utility	7.0	(9)
Samuel Rivera	Chief Information Officer	7.0	(10)
Kelsey Heiden	Director of Parks and Recreation	2.5	(11)
Anthony Armstrong	Director of Planning and Development Services	10.0	(12)
Emily Fisher	Director of Public Works	13.0	(13)
Alison Pond	Director of Human Resources	17.5	
Colin Killian	Public Communications Director	16.0	(14)

(1) New hire as City Manager in December 2018.
(2) Assistant City Manager since June 2014; previously served as Chief of Police.
(3) Assistant City Manager and Chief Financial Officer since January 2014; previously served as Executive Director of Business Services and Chief Financial Officer.
(4) Assistant City Manager since 2020, previously served as Planning and Development Services Director.
(5) Chief Development Officer since 2024, previously served as Director of Planning and Development.
(6) City Attorney since 2022, previously served as Senior City Attorney since 2009.
(7) Appointed City Secretary in July 2017; previously served as Deputy City Secretary since 2008.
(8) New hire Director of Water Services in August 2018.
(9) Deputy Director of Electric Utility since 2024; has been with the City since 2019.
(10) New hire as Assistant Director of Information Technology in July 2019. Appointed CIO in December 2021.
(11) New hire as Director of Parks and Recreation in November 2023.
(12) Director of Planning and Development since 2024, previously served as the City's land development review administrator.
(13) Director of Public Works since 2022; previously served as CIP Manager.
(14) Public Communications Director since 2023, previously served as interim director.

CONSULTANTS AND ADVISORS

Auditors ..... Weaver and Tidwell, L.L.P.
The Woodlands, Texas

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

Municipal Advisor ..... Hilltop Securities Inc.
Dallas, Texas

For additional information regarding the City, please contact:

Jeff Kersten, CFO Assistant City Manager, CFO City of College Station 1101 Texas Avenue College Station, Texas 77840 (979) 764-3555 Phone	or	Marti Shew Managing Director Hilltop Securities Inc. 717 N Harwood, Suite 3400 Dallas, Texas 75201 (214) 953-4000

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PRELIMINARY OFFICIAL STATEMENT

RELATING TO

CITY OF COLLEGE STATION, TEXAS
(a Home-Rule City located in Brazos County, Texas)

$35,790,000*
CERTIFICATES OF OBLIGATION, SERIES 2026

INTRODUCTION

This Official Statement, which includes the cover page and Appendices hereto, provides certain information regarding the issuance of the $35,790,000* City of College Station, Texas Certificates of Obligation, Series 2026 (the "Certificates,"). Capitalized terms used in this Official Statement have the same meanings assigned to such terms in the Ordinances

There follows in this Official Statement descriptions of the Certificates and certain information regarding the City and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the City's Municipal Advisor, Hilltop Securities Inc., Houston, Texas.

DESCRIPTION OF THE CITY . . . The City is a political subdivision and municipal corporation of the State of Texas (the "State"), duly organized and existing under the laws of the State, including the City's Home Rule Charter. The City was incorporated in October 1938, and first adopted its Home-Rule Charter in October 1938, which was last amended in November 2021. The City operates under a Council/City Manager form of government with a City Council comprised of the Mayor and six Council members. Some of the services that the City provides are: public safety (police and fire protection), highways and streets, electric, water and sanitary sewer utilities, health and social services, culture-recreation, public improvements, planning and zoning, and general administrative services. The 2020 Census population was 120,511 and the current estimated population of the City is 134,211. The City covers approximately 51.6 square miles.

THE CERTIFICATES

GENERAL DESCRIPTION . . . The Certificates will bear interest from the date of delivery to the Initial Purchaser and mature on February 15 in each of the years and in the amounts shown on page 2 hereof. Interest on the Certificates will be calculated on the basis of a 360-day year consisting of twelve 30-day months and will be payable February 15 and August 15 of each year commencing February 15, 2027 until maturity or prior redemption. The definitive Certificates will be issued only in fully registered form in any integral multiple of $5,000 in principal amount for any one maturity and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC") pursuant to the Book-Entry-Only System described herein. No physical delivery of the Certificates will be made to the beneficial owners thereof. Principal of and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates (see "Book-Entry-Only System").

AUTHORITY FOR ISSUANCE OF THE CERTIFICATES. . .
The Certificates are being issued pursuant to the Constitution and general laws of the State of Texas, particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and the Ordinance. In the Ordinance, the City Council will delegated to a designated officer of the City pursuant to certain provisions of Chapter 1371, authority to effect the sale of the Certificates and to establish certain terms related to the issuance and sale of the Certificates. The terms of the sale will be included in a "Pricing Certificate," which will complete the sale of the Certificates (such ordinance and the Pricing Certificate for the Certificates are jointly referred to as the " Ordinance".

SECURITY AND SOURCE OF PAYMENT . . . The Certificates constitute direct obligations of the City payable from an annual direct and continuing ad valorem tax levied against all taxable property within the City, within the limits prescribed by law. In addition, the Certificates are additionally secured by and payable from a subordinate lien on and pledge of $1,000 of the surplus revenues of the City's combined water, wastewater and electric utility system.

TAX RATE LIMITATION . . . All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax sufficient to provide for the payment of principal of and interest on all ad valorem tax debt within the limits prescribed by law. Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to $2.50 per $100 Taxable Assessed Valuation for all City purposes. The Home-Rule Charter of the City adopts the constitutionally authorized maximum tax rate of $2.50 per $100 Taxable Assessed Valuation. Administratively, the Attorney General of the State of Texas will permit allocation of $1.50 of the $2.50 maximum tax rate for all debt service for obligations payable from annual ad valorem property taxes, as calculated at the time of issuance.

* Preliminary, subject to change.

OPTIONAL REDEMPTION . . . The City reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2036, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on February 15, 2035, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the Certificates, or portions thereof, within such maturity to be redeemed. If Certificates (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Certificates (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

MANDATORY SINKING FUND REDEMPTION . . . In the event any of the Certificates are structured as "term" Certificates, such term Certificates will be subject to mandatory sinking fund redemption in accordance with the applicable provisions of the Ordinance, which provisions will be included in the final Official Statement.

NOTICE OF REDEMPTION . . . Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the registered owners of the Certificates to be redeemed, in whole or in part, at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar. ANY NOTICE SO MAILED SHALL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN, WHETHER OR NOT THE REGISTERED OWNER RECEIVES SUCH NOTICE. NOTICE HAVING BEEN SO GIVEN, THE CERTIFICATES CALLED FOR REDEMPTION SHALL BECOME DUE AND PAYABLE ON THE SPECIFIED REDEMPTION DATE, AND NOTWITHSTANDING THAT ANY CERTIFICATE OR PORTION THEREOF HAS NOT BEEN SURRENDERED FOR PAYMENT, INTEREST ON SUCH OBLIGATION OR PORTION THEREOF SHALL CEASE TO ACCRUE.

With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

BOOK-ENTRY-ONLY SYSTEM . . . *This section describes how ownership of the Certificates is to be transferred and how the principal of and interest on the Certificates are to be paid to and credited by the DTC while the Certificates are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The City, the Municipal Advisor and the Initial Purchaser believe the source of such information to be reliable, but take no responsibility for the accuracy or completeness thereof.*

The City, the Municipal Advisor and the Initial Purchaser cannot and do not give any assurance that (1) DTC will distribute payments of debt service on the Certificates, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Certificates), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Certificates. The Certificates will be issued as fully-registered securities in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate for each maturity will be issued for the Certificates, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). Direct Participants and Indirect Participants are referred to collectively herein as "Participants". DTC is rated AA+ by Standard and Poor's. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for such purchases on DTC's records. The ownership interest of each actual purchaser of each Certificates ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction as well as periodic statements of their holdings, from the Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Certificates, except in the event that use of the book-entry system described herein is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Certificates within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Certificates unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City and the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City and the Paying Agent/Registrar. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and reimbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the City and the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Certificates will be printed and delivered.

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Certificates are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Certificates, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Ordinance will be given only to DTC.

Information concerning DTC and the Book-Entry System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by the City or the Initial Purchaser.

PAYING AGENT/REGISTRAR . . . The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. In the Ordinances, the City retains the right to replace the Paying Agent/Registrar. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are duly paid and any successor Paying Agent/Registrar must be a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Certificates. Upon any change in the Paying Agent/Registrar for the Certificates, the City will promptly cause a written notice thereof to be sent to each registered owner of the Certificates by United States mail, first class, postage prepaid, which notice will also include the address of the new Paying Agent/Registrar.

TRANSFER, EXCHANGE AND REGISTRATION . . . In the event the Book-Entry-Only System should be discontinued, the Certificates may be transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender thereof to the Paying Agent/Registrar and such transfer or exchange will be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. Certificates may be assigned by the execution of an assignment form on the respective Certificates or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. New Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificates being transferred or exchanged, at the corporate trust office of the Paying Agent/Registrar, or sent by United States mail, first class, postage prepaid, to the new registered owner or his designee. To the extent possible, new Certificates issued in an exchange or transfer of Certificates will be delivered to the registered owner or assignee of the registered owner in not more than three business days after the receipt of the Certificates to be canceled, and the written instrument of transfer or request for exchange duly executed by the registered owner or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar. New Certificates registered and delivered in an exchange or transfer will be in any integral multiple of $5,000 for any one maturity and for a like aggregate principal amount as the Certificates surrendered for exchange or transfer. See "Book-Entry-Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Certificates. Neither the City nor the Paying Agent/Registrar will be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for redemption; provided, however, such limitation of transfer will not be applicable to an exchange by the registered owner of the uncalled balance of a Certificate.

RECORD DATE FOR INTEREST PAYMENT . . . The record date ("Record Date") for determining the person to whom the interest is payable on the Certificates on any interest payment date means the close of business on the last business day of the preceding month.

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (a "Special Payment Date," which will be 15 days after the Special Record Date) will be sent at least five days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Holder of a Certificate appearing on the registration books of the Paying Agent/Registrar at the close of business on the day next preceding the date of mailing of such notice.

DEFEASANCE . . . The Ordinance provides for the defeasance of the Certificates when the payment of the principal of and premium, if any, on the Certificates, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), is provided by irrevocably depositing with a paying agency, in trust (1) money sufficient to make such payment or (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times to insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation and expenses of the paying agent for the Certificates. The Ordinance provides that "Defeasance Securities" means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (d) any securities and obligations now or hereafter authorized by Texas law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates. The City may modify or restrict the categories of eligible of Defeasance Securities to accommodate requests from the Initial Purchaser. The City has additionally reserved the right, subject to satisfying the requirement of (1) and (2) above, to substitute other Defeasance Securities for the Defeasance Securities originally deposited, to reinvestment the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Certificates. Because the Ordinance does not contractually limit such investments, registered owners will be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used for defeasance purposes or that for any other Governmental Security will be maintained at any particular rating category.

REMEDIES OF HOLDERS OF CERTIFICATES. . . The Ordinance establishs specific events of default with respect to the Certificates. If the City defaults in the payment of the principal of or interest on the Certificates when due or the City defaults in the observance or performance of any of the covenants, conditions, or obligations of the City, the failure to perform which materially, adversely affects the rights of the owners of the Certificates including but not limited to, their prospect or ability to be repaid in accordance with the Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any owner to the City, the Ordinance provide that any registered owner is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring the City to make such payment or observe and perform such covenants, obligations, or conditions. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the Certificates or the Ordinance and the City's obligations are not uncertain or disputed. Chapter 1371, Texas Government code, which pertains to the issuance of public securities by issuers such as the City, permits the City to waive sovereign immunity in the proceedings authorizing its bonds, but in connection with the issuance of the Certificates, the City has not waived sovereign immunity, and therefore, holders may not be able to bring such a suit against the City for breach of the of Ordinance covenants in the absence of City action. The issuance of a writ of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Certificates in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The Ordinance does not provide for the appointment of a trustee to represent the interest of the

holders of the Certificates upon any failure of the City to perform in accordance with the terms of the Ordinance, or upon any other condition and accordingly all legal actions to enforce such remedies would have to undertaken of the initiative of, and be financed by, the registered owners of the Certificates. On June 30, 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia,* 197 S.W.3d 325 (Tex. 2006) that a waiver of sovereign immunity in a contractual dispute must be provided for by statute in "clear and unambiguous" language. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages, registered owners of the Certificates may not be able to bring such a suit against City for breach of the of covenants contained in the Ordinance. Even if a judgment against the City could be obtained, it could not be enforced by direct levy and execution against the City's property. Further, the registered owners cannot themselves foreclose on property within the City or sell property within the City to enforce the tax lien on taxable property to pay the principal of and interest on the Certificates.

The City is eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of ad valorem taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or registered owners of the Certificates of an entity which has sought protection under Chapter 9. Therefore, should the City avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Certificates are qualified with respect to the customary rights of debtors relative to their creditors, principles of sovereign immunity and by general principles of equity which permit the exercise of judicial discretion.

SOURCES AND USES OF CERTIFICATES PROCEEDS . . . Proceeds from the sale of the Certificates, are expected to be expended as follows:

Sources of Funds	
Par Amount	$ -
Issue Premium	
Total Uses of Funds	$ -
Use of Funds	
Deposit to Project Fund	$ -
Underwriter's Discount	
Costs of Issuance	
Total Uses of Funds	$ -

TAX INFORMATION

The following is a summary of certain provisions of State law as it relates to ad valorem taxation and is not intended to be complete. Prospective investors are encouraged to review Title I of the Texas Tax Code, as amended (the "Property Tax Code"), for identification of property subject to ad valorem taxation, property exempt or which may be exempted from ad valorem taxation if claimed, the appraisal of property for ad valorem tax purposes, and the procedures and limitations applicable to the levy and collection of ad valorem taxes.

VALUATION OF TAXABLE PROPERTY . . . The Property Tax Code provides for countywide appraisal and equalization of taxable property values and establishes in each county of the State an appraisal district and an appraisal review board (the "Appraisal Review Board") responsible for appraising property for all taxing units within the county. The appraisal of property within the City is the responsibility of the Brazos Central Appraisal District (the "Appraisal District"). Except as generally described below, the Appraisal District is required to appraise all property within the Appraisal District on the basis of 100% of its market value and is prohibited from applying any assessment ratios. In determining market value of property, the Appraisal District is required to consider the cost method of appraisal, the income method of appraisal and the market data comparison method of appraisal, and use the method the chief appraiser of the Appraisal District considers most appropriate. The Property Tax Code requires appraisal districts to reappraise all property in its jurisdiction at least once every three (3) years. A taxing unit may require annual review at its own expense, and is entitled to challenge the determination of appraised value of property within the taxing unit by petition filed with the Appraisal Review Board.

State law requires the appraised value of an owner's principal residence ("homestead" or "homesteads") to be based solely on the property's value as a homestead, regardless of whether residential use is considered to be the highest and best use of the property. State law further limits the appraised value of a homestead to the lesser of (1) the market value of the property or (2) 110% of the appraised value of the property for the preceding tax year plus the market value of all new improvements to the property.

State law provides that eligible owners of both agricultural land and open-space land, including open-space land devoted to farm or ranch purposes or open-space land devoted to timber production, may elect to have such property appraised for property taxation on the basis of its productive capacity. The same land may not be qualified as both agricultural and open-space land.

The appraisal values set by the Appraisal District are subject to review and change by the Appraisal Review Board. The appraisal rolls, as approved by the Appraisal Review Board, are used by taxing units, such as the City, in establishing their tax rolls and tax rates (see "Tax Information – City and Taxpayer Remedies").

STATE MANDATED HOMESTEAD EXEMPTIONS . . . State law grants, with respect to each city in the State, various exemptions for disabled veterans and their families, surviving spouses of members of the armed services killed in action, and surviving spouses of first responders killed or fatally wounded in the line of duty.

LOCAL OPTION HOMESTEAD EXEMPTIONS . . . The governing body of a taxing unit, including a city, county, school district, or special district, at its option may grant: (1) an exemption of up to 20% of the appraised value of all homesteads (but not less than $5,000) and (2) an additional exemption of at least $3,000 of the appraised value of the homesteads of persons sixty-five (65) years of age or older and the disabled. Each taxing unit decides if it will offer the local option homestead exemptions and at what percentage or dollar amount, as applicable. The exemption described in (2), above, may be created, increased, decreased or repealed at an election called by the governing body of a taxing unit upon presentment of a petition for such creation, increase, decrease, or repeal of at least 20% of the number of qualified voters who voted in the preceding election of the taxing unit.

LOCAL OPTION FREEZE FOR THE ELDERLY AND DISABLED . . . The governing body of a county, municipality or junior college district may, at its option, provide for a freeze on the total amount of ad valorem taxes levied on the homesteads of persons 65 years of age or older or of disabled persons above the amount of tax imposed in the year such residence qualified for such exemption. Also, upon voter initiative, an election may be held to determine by majority vote whether to establish such a freeze on ad valorem taxes. Once the freeze is established, the total amount of taxes imposed on such homesteads cannot be increased except for certain improvements, and such freeze cannot be repealed or rescinded.

PERSONAL PROPERTY . . . Tangible personal property (furniture, machinery, supplies, inventories, etc.) used in the "production of income" is taxed based on the property's market value. Taxable personal property includes income-producing equipment and inventory. Intangibles such as goodwill, accounts receivable, and proprietary processes are not taxable. Tangible personal property not held or used for production of income, such as household goods, automobiles or light trucks, and boats, is exempt from ad valorem taxation unless the governing body of a taxing unit elects to tax such property.

FREEPORT AND GOODS-IN-TRANSIT EXEMPTIONS . . . Certain goods that are acquired in or imported into the State to be forwarded outside the State, and are detained in the State for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication ("Freeport Property") are exempt from ad valorem taxation unless a taxing unit took official action to tax Freeport Property before April 1, 1990 and has not subsequently taken official action to exempt Freeport Property. Decisions to continue taxing Freeport Property may be reversed in the future; decisions to exempt Freeport Property are not subject to reversal.

Certain goods that are acquired in or imported into the State to be forwarded to another location within or without the State, stored in a location that is not owned by the owner of the goods and are transported to another location within or without the State within 175 days ("Goods-in-Transit"), are generally exempt from ad valorem taxation; however, the Property Tax Code permits a taxing unit, on a local option basis, to tax Goods-in-Transit if the taxing unit takes official action after conducting a public hearing, before January 1 of the first tax year in which the taxing unit proposes to tax Goods-in-Transit. Goods-in-Transit and Freeport Property do not include oil, natural gas or petroleum products, and Goods-in-Transit does not include aircraft or special inventories such as manufactured housing inventory, or a dealer's motor vehicle, boat, or heavy equipment inventory.

A taxpayer may receive only one of the Goods-in-Transit or Freeport Property exemptions for items of personal property.

OTHER EXEMPT PROPERTY . . . Other major categories of exempt property include property owned by the State or its political subdivisions if used for public purposes, property exempt by federal law, property used for pollution control, farm products owned by producers, property of nonprofit corporations used for scientific research or educational activities benefitting a college or university, designated historic sites, solar and wind-powered energy devices, and certain classes of intangible personal property.

TAX INCREMENT REINVESTMENT ZONES . . . A city or county, by petition of the landowners or by action of its governing body, may create one or more tax increment reinvestment zones ("TIRZ") within its boundaries. At the time of the creation of the TIRZ, a "base value" for the real property in the TIRZ is established and the difference between any increase in the assessed valuation of taxable real property in the TIRZ in excess of the base value is known as the "tax increment". During the existence of the TIRZ, all or a portion of the taxes levied against the tax increment by a city or county, and all other overlapping taxing units that elected to participate, are restricted to paying only planned project and financing costs within the TIRZ and are not available for the payment of other obligations of such taxing units.

TAX ABATEMENT AGREEMENTS . . . Taxing units may also enter into tax abatement agreements to encourage economic development. Under the agreements, a property owner agrees to construct certain improvements on its property. The taxing unit, in turn, agrees not to levy a tax on all or part of the increased value attributable to the improvements until the expiration of the agreement. The abatement agreement could last for a period of up to 10 years. See "Tax Information – Tax Abatement Policy" for descriptions of the City's tax abatement program.

For a discussion of how the various exemptions described above are applied by the City, see "Tax Information – City Application of Property Tax Code" herein.

TEMPORARY EXEMPTION FOR QUALIFIED PROPERTY DAMAGED BY A DISASTER . . . The Property Tax Code entitles the owner of certain qualified (i) tangible personal property used for the production of income, (ii) improvements to real property, and (iii) manufactured homes located in an area declared by the governor to be a disaster area following a disaster and is at least 15 percent damaged by the disaster, as determined by the chief appraiser, to an exemption from taxation of a portion of the appraised value of the property. The amount of the exemption ranges from 15 percent to 100 percent based upon the damage assessment rating assigned by the chief appraiser. Except in situations where the territory is declared a disaster on or after the date the taxing unit adopts a tax rate for the year in which the disaster declaration is issued, the governing body of the taxing unit is not required to take any action in order for the taxpayer to be eligible for the exemption. If a taxpayer qualifies for the exemption after the beginning of the tax year, the amount of the exemption is prorated based on the number of days left in the tax year following the day on which the governor declares the area to be a disaster area. For more information on the exemption, reference is made to Section 11.35 of the Property Tax Code.

On April 13, 2020, the Attorney General of Texas released his opinion that "a court would likely conclude that the Legislature intended to limit the temporary tax exemption to apply to property physically harmed as a result of a declared disaster. Thus, purely economic, non-physical damage to property is not eligible for the temporary tax exemption provided by section 11.35 of the Tax Code." Tex. Att'y Gen. Op. No. KP-0299 (2020).

CITY AND TAXPAYER REMEDIES . . . Under certain circumstances, taxpayers and taxing units, including the City, may appeal the determinations of the Appraisal District by timely initiating a protest with the Appraisal Review Board. Additionally, taxing units such as the City may bring suit against the Appraisal District to compel compliance with the Property Tax Code. Owners of certain property with a taxable value in excess of the current year "minimum eligibility amount", as determined by the State Comptroller, and situated in a county with a population of one million or more, may protest the determinations of an appraisal district directly to a three-member special panel of the appraisal review board, appointed by the chairman of the appraisal review board, consisting of highly qualified professionals in the field of property tax appraisal. The minimum eligibility amount is set at $50 million for the 2020 tax year and is adjusted annually by the State Comptroller to reflect the inflation rate.

The Property Tax Code sets forth notice and hearing procedures for certain tax rate increases by the City and provides for taxpayer referenda that could result in the repeal of certain tax increases (see "Tax Information – Public Hearing and Maintenance and Operations Tax Rate Limitations"). The Property Tax Code also establishes a procedure for providing notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

LEVY AND COLLECTION OF TAXES . . . The City is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. Taxes are due October 1, or when billed, whichever comes later, and become delinquent after January 31 of the following year. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty of up to twenty percent (20%) if imposed by the City. The delinquent tax also accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes for certain taxpayers. Furthermore, the City may provide, on a local option basis, for the split payment, partial payment, and discounts for early payment of taxes under certain circumstances.

PROPERTY ASSESSMENT AND TAX PAYMENT . . . Property within the City is generally assessed as of January 1 of each year. Business inventory may, at the option of the taxpayer, be assessed as of February 15. Oil and gas reserves are assessed on the basis of a valuation process which uses an average of the daily price of oil and gas for the prior year. Taxes become due October 1 of the same year, and become delinquent on February 1 of the following year. Taxpayers 65 years old or older are permitted by State law to pay taxes on homesteads in four installments with the first due on February 15 of each year and the final installment due on August 15.

PUBLIC HEARING AND MAINTENANCE AND OPERATIONS TAX RATE LIMITATIONS . . . The following terms as used in this section have the meanings provided below:

> "adjusted" means lost values are not included in the calculation of the prior year's taxes and new values are not included in the current year's taxable values.
>
> "de minimis rate" means the maintenance and operations tax rate that will produce the prior year's total maintenance and operations tax levy (adjusted) from the current year's values (adjusted), plus the rate that produces an additional $500,000 in tax revenue when applied to the current year's taxable value, plus the debt service tax rate.
>
> "no-new-revenue tax rate" means the combined maintenance and operations tax rate and debt service tax rate that will produce the prior year's total tax levy (adjusted) from the current year's total taxable values (adjusted).
>
> "special taxing unit" means a city for which the maintenance and operations tax rate proposed for the current tax year is 2.5 cents or less per $100 of taxable value.
>
> "unused increment rate" means the cumulative difference between a city's voter-approval tax rate and its actual tax rate for each of the tax years 2021 through 2023, which may be applied to a city's tax rate in tax years 2021 through 2024 without impacting the voter-approval tax rate.

"voter-approval tax rate" means the maintenance and operations tax rate that will produce the prior year's total maintenance and operations tax levy (adjusted) from the current year's values (adjusted) multiplied by 1.035, plus the debt service tax rate, plus the "unused increment rate."

The City's tax rate consists of two components: (1) a rate for funding of maintenance and operations expenditures in the current year (the "maintenance and operations tax rate"), and (2) a rate for funding debt service in the current year (the "debt service tax rate"). Under State law, the assessor for the City must submit an appraisal roll showing the total appraised, assessed, and taxable values of all property in the City to the City Council by August 1 or as soon as practicable thereafter.

A city must annually calculate its "voter-approval tax rate" and "no-new-revenue tax rate" (as such terms are defined above) in accordance with forms prescribed by the State Comptroller and provide notice of such rates to each owner of taxable property within the city and the county tax assessor-collector for each county in which all or part of the city is located. A city must adopt a tax rate before the later of September 30 or the 60th day after receipt of the certified appraisal roll, except that a tax rate that exceeds the voter-approval tax rate must be adopted not later than the 71st day before the next occurring November uniform election date. If a city fails to timely adopt a tax rate, the tax rate is statutorily set as the lower of the no-new-revenue tax rate for the current tax year or the tax rate adopted by the city for the preceding tax year.

As described below, the Property Tax Code provides that if a city adopts a tax rate that exceeds its voter-approval tax rate or, in certain cases, its "de minimis rate", an election must be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

A city may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until each appraisal district in which such city participates has delivered notice to each taxpayer of the estimated total amount of property taxes owed and the city has held a public hearing on the proposed tax increase.

For cities with a population of 30,000 or more as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the voter-approval tax rate, that city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

For cities with a population less than 30,000 as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the greater of (i) the voter-approval tax rate or (ii) the de minimis rate, the city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate. However, for any tax year during which a city has a population of less than 30,000 as of the most recent federal decennial census and does not qualify as a special taxing unit, if a city's adopted tax rate is equal to or less than the de minimis rate but greater than both (a) the no-new-revenue tax rate, multiplied by 1.08, plus the debt service tax rate or (b) the city's voter-approval tax rate, then a valid petition signed by at least three percent of the registered voters in the city would require that an election be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

Any city located at least partly within an area declared a disaster area by the Governor of the State or the President of the United States during the current year may calculate its "voter-approval tax rate" using a 1.08 multiplier, instead of 1.035, until the earlier of (i) the second tax year in which such city's total taxable appraised value exceeds the taxable appraised value on January 1 of the year the disaster occurred, or (ii) the third tax year after the tax year in which the disaster occurred.

State law provides cities and counties in the State the option of assessing a maximum one-half percent (1/2%) sales and use tax on retail sales of taxable items for the purpose of reducing its ad valorem taxes, if approved by a majority of the voters in a local option election. If the additional sales and use tax for ad valorem tax reduction is approved and levied, the no-new-revenue tax rate and voter-approval tax rate must be reduced by the amount of the estimated sales tax revenues to be generated in the current tax year.

The calculations of the no-new-revenue tax rate and voter-approval tax rate do not limit or impact the City's ability to set a debt service tax rate in each year sufficient to pay debt service on all of the City's tax-supported debt obligations, including the Certificates.

Reference is made to the Property Tax Code for definitive requirements for the levy and collection of ad valorem taxes and the calculation of the various defined tax rates.

DEBT TAX RATE LIMITATIONS . . . All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax sufficient to provide for the payment of principal of and interest on all ad valorem tax supported debt, within the limits prescribed by law. Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to $2.50 per $100 of Taxable Assessed Valuation. Administratively, the Attorney General of the State of Texas will permit allocation of $1.50 of the $2.50 maximum tax rate for all debt service on ad valorem tax-supported debt, as calculated at the time of issuance.

THE CITY'S RIGHTS IN THE EVENT OF TAX DELINQUENCIES . . . Taxes levied by the City are a personal obligation of the owner of the property. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of each taxing unit, including the City, having power to tax the property. The City's tax lien is on a parity with tax liens of such other taxing units. A tax lien on real property takes priority over the claim

of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the City is determined by applicable federal law. Personal property, under certain circumstances, is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the City may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property.

Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, adverse market conditions, taxpayer redemption rights, or bankruptcy proceedings which restrain the collection of a taxpayer's debt.

Federal bankruptcy law provides that an automatic stay of actions by creditors and other entities, including governmental units, goes into effect with the filing of any petition in bankruptcy. The automatic stay prevents governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In many cases, post-petition taxes are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

CITY APPLICATION OF PROPERTY TAX CODE . . . The City grants a 5% exemption to the market value of the residence homestead. It also grants an exemption to the market value of the residence homestead of persons 65 years of age or older of $30,000.

Ad valorem taxes are not levied by the City against the exempt value of residence homesteads for the payment of debt.

The City does not tax nonbusiness personal property.

The City does permit split payments, but discounts are not allowed.

The City does collect the additional one-half percent sales tax for reduction of ad valorem taxes.

The City has adopted a tax abatement policy.

An election was held on May 10, 2008 and the voters of College Station approved the ad valorem tax freeze for residential homesteads for disabled and age 65 or older persons.

Brazos County collects the taxes for the City.

TAX ABATEMENT POLICY . . . The City has established tax abatement guidelines and criteria for economic development prospects in the City. In order to be eligible for designation as a Reinvestment Zone and receive tax abatement, the planned improvement:

1. Must be expected to have an increased appraised ad valorem tax value of at least $1,000,000 based upon the Brazos Central Appraisal District's assessment of the eligible property.
2. Must be expected to prevent the loss of payroll or retain, increase or create a payroll on a permanent basis in the City.

The following factors among others should be considered in determining whether to grant tax abatement and, if so, the percentage of value to be abated and the duration of the tax abatement:

1. Value of land and existing improvements, if any;
2. Type and value of proposed improvements;
3. Productive life of proposed improvements;
4. Number of existing jobs to be retained by proposed improvements;
5. Number of type of new jobs to be created by proposed improvements;
6. Amount of local payroll to be created;
7. Whether persons residing or projected to reside within the City will have the opportunity to fill the new jobs being created;
8. Amount of local taxes to be generated directly;
9. Amount of property tax base valuation which will be increased during term of abatement and after abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than $1,000,000;
10. The costs to be incurred by the City to provide facilities or services directly resulting from the new improvements;
11. The amount of ad valorem taxes to be paid to the City during the abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the abatement period, and (d) the value after expiration of the abatement period;
12. The population growth of the City that occurs directly as result of new improvements;
13. The types of public improvements, if any, to be made by the applicant seeking abatement;
14. Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
15. The impact on the business opportunities of existing businesses;
16. The attraction of other new businesses to the area;
17. The overall compatibility with the zoning ordinances and comprehensive plan for the area; and/or

18. Whether the project is environmentally compatible with no negative impact on quality of life perceptions.

Neither a Reinvestment Zone nor abatement agreement shall be authorized if it is determined that:

1. There would be substantial adverse affect on the provision of government service or tax base;
2. The applicant has insufficient financial capacity;
3. Planned or potential use of the property would constitute a hazard to public safety, health or morals;
4. Violation of other code or laws;
5. The agreement was signed after the commencement of construction, alteration or installation of improvements related to the project; or
6. Any other reason deemed appropriate by the City Council

ECONOMIC DEVELOPMENT . . . The economic Development Master Plan was adopted by the College Station City Council in 2026, the Economic Development Master Plan provides a strategic roadmap for guiding the community's growth and economic success in the years ahead.

The plan ensures that development efforts align with the City's economic goals of supporting business growth, attracting investment, and fostering a strong, resilient local economy.

At its core, the Master Plan advances a shared vision for College Station: to be the nation's most vibrant university community. A place where businesses thrive, innovation is embraced, and an exceptional quality of life drives sustained prosperity and long-term economic competitiveness.

City staff engaged TIP Strategies to lead the development of the Economic Development Master Plan, with a primary goal of charting a path toward long-term sustainability. This effort moves beyond growth as a byproduct of university expansion and instead positions the City as the active architect of its economic future.

Through close collaboration with community leaders, stakeholders, and regional partners, the plan establishes a strategy to diversify the tax base while reinforcing a distinct local identity preserving College Station's high-quality, family-oriented lifestyle while advancing redevelopment to meet the needs of a modern, growing city.

This Master Plan serves as a roadmap for navigating the opportunities and complexities that come with hosting a major research institution. It bridges the gap between current potential and future reality, guiding College Station's evolution from a university-centric college town into a premier destination for business, talent, and innovation.
At the heart of the strategy are four reinforcing goals:

- **Identity** – Establish a distinct sense of place through vibrant, dynamic districts
- **Industry** – Diversify the tax base by expanding targeted industries
- **Innovation** – Position College Station as a hub for entrepreneurship and business growth
- **Ignition** – Empower the City to lead as a proactive convener and catalyst for progress

The detailed plan can be accessed at https://grow.cstx.gov/business-resources/planning-reports/#EconomicDevelopmentMasterPlans

The City and the City of Bryan, Texas have also entered into an "Interlocal Cooperation and Joint Development Agreement" (the "Interlocal Agreement") in connection with implementing a joint economic development program known as the Joint Research Valley BioCorridor Development Project (the "Project"). Under the terms of the Interlocal Agreement, the City will make funds available to the City of Bryan, and the City of Bryan will make funds available to the City, for certain defined public infrastructure projects that are intended to enhance development of the Project. The obligations of each city under the Interlocal Agreement shall not constitute a debt for purposes of any provision of the State Constitution and are intended to be paid from the general revenues of each city.

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TABLE 1 - VALUATION, EXEMPTIONS AND GENERAL OBLIGATION DEBT

2025/2026 Market Valuation Established by Brazos Central Appraisal District (excluding exempt property)		$ 17,640,327,120
Less Exemptions/Reductions at 100% Market Value:		
Productivity Loss	$ 155,241,337	
Over 65 Homestead Exemptions	131,982,480	
Cap Loss	158,554,178	
Circuit Breaker Limitation	256,504,841	
Pollution Control	219,726	
Medical Exemption	243,348,672	
Member Armed Service Surviving Spouse	988,613	
Solar	599,993	
Freeport	6,302,951	
Disabled Veteran	150,797,516	
Homestead	273,430,948	
First Responders Surviving Spouse	1,179,413	1,379,150,668
2025/2026 Taxable Assessed Valuation		$ 16,261,176,452 (1)
Debt Payable from Ad Valorem Taxes (as of 5/1/2026)		
Certificates of Obligation, Series 2013	$ 4,495,000	
General Obligation Improvement and Refunding Bonds, Series 2014	6,365,000	
Certificates of Obligation, Series 2016	12,270,000	
General Obligation Improvement and Refunding Bonds, Series 2016	11,185,000	
General Obligation Improvement and Refunding Bonds, Series 2017	16,305,000	
Certificates of Obligation, Series 2017	34,865,000	
Certificates of Obligation, Series 2018	24,110,000	
Certificates of Obligation, Series 2019	50,545,000	
Certificates of Obligation, Series 2020	15,540,000	
General Obligation Refunding Bonds, Series 2020	7,640,000	
General Obligation Refunding Bonds, Series 2020A	6,955,000	
Certificates of Obligation, Series 2021	42,720,000	
Certificates of Obligation, Series 2022	58,180,000	
General Obligation Bonds, Series 2023	22,060,000	
Certificates of Obligation, Series 2023	5,695,000	
General Obligation Refunding and Improvement Bonds, Series 2024	32,635,000	
Certificates of Obligation, Series 2024	24,170,000	
Certificates of Obligation, Series 2025	15,660,000	
General Obligation Bonds, Series 2025	15,485,000	
The Certificates(2)	35,790,000	442,670,000
Less: Self Supporting Debt(3)		$ 231,875,000
Less: Interest and Sinking Fund as of 5/1/2026		7,523,171
Net Debt Payable from Ad Valorem Taxes(4)		$ 203,271,829
Ratio of Net Debt Payable from Ad Valorem Taxes to Taxable Assessed Valuation(4)		1.25%

2026 Estimated Population - 134,211
Per Capita Taxable Assessed Valuation - $121,161
Per Capita Net Funded Debt - $1,515

(1) Certified taxable assessed valuation for tax year 2025 as reported by the Brazos Central Appraisal District. This amount is subject to change during ensuing year.

(2) Preliminary, subject to change. The debt service on a portion of the Certificates will be internally allocated by the City as being payable from the surplus revenues from the respective enterprise funds. Although the City expects to pay for this portion of the Certificates with surplus enterprise funds, the Certificates are secured solely by a pledge of ad valorem taxes and by a pledge of combined utility system surplus net revenues limited to $1,000. See "THE CERTIFICATES - Security and Source of Payment." There is no guarantee that payments from these enterprise funds will be made. If payments are not made from the enterprise funds, the City will be required to levy ad valorem taxes in amounts sufficient to make such payments.

(3) In the past, the City has sold certificates of obligation to finance projects for the City's water and sewer system, and electric system and has internally allocated portions of this debt as payable from the respective enterprise funds. The self-supporting amounts listed above are projections of debt that is expected to be retired by the City based on actual historical payments from these funds to pay for debt service the outstanding certificates of obligation. There is no guarantee that payments from these funds will continue in the future. Includes the Certificates. See "DEBT INFORMATION – TABLE 10 – Self Supporting Debt." Preliminary, subject to change.

(4) Net of Interest and Sinking Fund as of May 1, 2026.

TABLE 2 - TAXABLE ASSESSED VALUATIONS BY CATEGORY

	Taxable Appraised Value, Fiscal Year Ending September 30,					
	2026		2025		2024	
Category	Amount	% of Total	Amount	% of Total	Amount	% of Total
Real, Residential, Single-Family	$ 9,745,511,285	55.25%	$ 9,552,604,805	58.04%	$ 8,956,400,669	57.87%
Real, Residential, Multi-Family	3,568,333,371	20.23%	3,117,120,922	18.94%	2,970,468,686	19.19%
Real, Vacant Lots/Tracts	230,187,846	1.30%	189,844,876	1.15%	182,455,889	1.18%
Real, Acreage (Land Only)	156,567,439	0.89%	122,042,023	0.74%	126,632,304	0.82%
Real, Farm and Ranch Improvements	96,187,536	0.55%	91,129,207	0.55%	91,011,311	0.59%
Real, Commercial/Industrial	2,862,847,465	16.23%	2,413,005,334	14.66%	2,330,743,296	15.06%
Real, Oil, Gas & Other Mineral Reserves	6,624,945	0.04%	8,372,271	0.05%	9,014,568	0.06%
Real and Tangible Personal, Utilities	78,353,010	0.44%	75,513,172	0.46%	72,137,049	0.47%
Tangible Personal, Business	831,150,989	4.71%	829,795,135	5.04%	671,446,762	4.34%
Tangible Personal, Other	3,920,514	0.02%	4,146,164	0.03%	3,618,463	0.02%
Real Property Inventory	31,272,420	0.18%	24,561,162	0.15%	36,631,568	0.24%
Special Inventory	29,370,300	0.17%	29,848,936	0.18%	26,143,815	0.17%
Total Appraised Value Before Exemptions	$ 17,640,327,120	100.00%	$ 16,457,984,007	100.00%	$ 15,476,704,380	100.00%
Less: Total Exemptions/Reductions	1,379,150,668		1,322,119,539		1,229,881,168	
Taxable Assessed Value	$ 16,261,176,452		$ 15,135,864,468		$ 14,246,823,212	

	Taxable Appraised Value, Fiscal Year Ending September 30,			
	2023		2022	
Category	Amount	% of Total	Amount	% of Total
Real, Residential, Single-Family	$ 7,275,649,496	57.17%	$ 6,149,791,788	55.97%
Real, Residential, Multi-Family	2,416,751,377	18.99%	2,205,779,501	20.07%
Real, Vacant Lots/Tracts	185,802,426	1.46%	192,135,685	1.75%
Real, Acreage (Land Only)	124,109,083	0.98%	122,899,435	1.12%
Real, Farm and Ranch Improvements	75,424,161	0.59%	74,092,458	0.67%
Real, Commercial/Industrial	1,958,551,230	15.39%	1,704,356,374	15.51%
Real, Oil, Gas & Other Mineral Reserves	8,912,023	0.07%	2,362,709	0.02%
Real and Tangible Personal, Utilities	61,792,187	0.49%	50,984,103	0.46%
Tangible Personal, Business	558,179,677	4.39%	434,294,250	3.95%
Tangible Personal, Other	2,216,385	0.02%	2,278,571	0.02%
Real Property Inventory	31,834,604	0.25%	27,019,742	0.25%
Special Inventory	27,926,395	0.22%	21,708,275	0.20%
Total Appraised Value Before Exemptions	$ 12,727,149,044	100.00%	$ 10,987,702,891	100.00%
Less: Total Exemptions/Reductions	762,995,490		503,818,512	
Taxable Assessed Value	$ 11,964,153,554		$ 10,483,884,379	

NOTE: Valuations shown are certified taxable assessed values reported by the Brazos Central Appraisal District to the State Comptroller of Public Accounts. Certified values are subject to change throughout the year as contested values are resolved and the Appraisal District updates records.

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TABLE 3 - VALUATION AND GENERAL OBLIGATION DEBT HISTORY

Fiscal Year Ended 9/30	Estimated Population[1]	Taxable Assessed Valuation[2]	Taxable Assessed Valuation Per Capita	Net G.O. Tax Debt[3]	Ratio of Net G.O. Tax Debt to Taxable Assessed Valuation	Net G.O. Tax Debt Per Capita
2022	124,866	$ 10,483,884,379	$ 83,961	$ 234,995,275	2.24%	$ 1,882
2023	126,056	11,964,153,544	94,911	220,478,586	1.84%	1,749
2024	128,370	14,246,823,212	110,982	235,555,000	1.65%	1,835
2025	131,579	15,135,864,468	115,033	233,770,000	1.54%	1,777
2026	134,211	16,261,176,452	121,161	210,795,000 [4]	1.30% [4]	1,571 [4]

(1) Source: The City.
(2) As reported by the Brazos Central Appraisal District; subject to change during the ensuing year.
(3) Payable from ad valorem taxes. Does not include self-supporting debt as shown on Table 8 and Table 10.
(4) Projected, includes the Certificates.

TABLE 4 - TAX RATE, LEVY AND COLLECTION HISTORY

Fiscal Year Ended 9/30	Tax Rate	General Fund	Interest and Sinking Fund	Tax Levy	% Current Collections	% Total Collections
2022	$ 0.5346	$ 0.3182	$ 0.2164	$ 54,446,371	98.87%	99.81%
2023	0.5246	0.3132	0.2114	60,936,346	98.90%	99.74%
2024	0.5130	0.3016	0.2114	70,899,447	99.06%	99.65%
2025	0.5130	0.3016	0.2114	74,842,290	97.54%	96.68%
2026	0.5119	0.3092	0.2027	80,036,077	90.57% [1]	90.28% [1]

(1) Collections as of April 30, 2026. A portion of the City's taxpayer base has elected to provide split payments to the City which will be due in part on June 30, 2026.

TABLE 5 - TEN LARGEST TAXPAYERS

Name of Taxpayer	Nature of Property	2025/2026 Taxable Assessed Valuation	% of Total Taxable Assessed Valuation
Fujifilm Diosynth Biotechnologies Texas LLC	Technology	$ 297,368,138	1.83%
College Station Prporties KP6 LLC	Apartments	109,000,000	0.67%
SO College Station Apartments LP	Apartments	109,000,000	0.67%
College Station Properties II KP6 LLC	Apartments	106,000,000	0.65%
SHP- The Callaway House LP	Apartments	92,058,045	0.57%
The Standard at College Station LLC	Apartments	88,000,000	0.54%
CLPF Cottages LP	Apartments	82,795,216	0.51%
SZ Northpoint Apartments LP	Apartments	71,553,311	0.44%
Northpoint Crossing Residential II Owner LLC	Apartments	70,359,496	0.43%
Israel Weinberg	Apartments	69,248,477	0.43%
		$ 1,095,382,683	6.74%

GENERAL OBLIGATION DEBT LIMITATION . . . No general obligation debt limitation is imposed on the City under current State law or the City's Home Rule Charter (see "THE CERTIFICATES - Tax Rate Limitation").

TABLE 6 - TAX ADEQUACY

Net Maximum Tax Suppported Principal and Interest Requirements (2026).....	$28,315,171	(1)
$0.17589 Tax Rate at 99% Collection Produces	$28,315,765	
Net Average Tax Supported Principal and Interest Requirements (2026-2046).....	$14,195,019	(1)
$0.08818 Tax Rate at 99% Collection Produces	$14,195,714	

(1) Includes the Certificates and excludes self-supporting debt. Preliminary, subject to change.

TABLE 7 - ESTIMATED OVERLAPPING DEBT

Expenditures of the various taxing entities within the territory of the City are paid out of ad valorem taxes levied by such entities on properties within the City. Such entities are independent of the City and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax debt ("Tax Debt") was developed by the City from information obtained from the Brazos Central Appraisal District. Except for the amounts relating to the City, the City has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional debt since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional debt, the amount of which cannot be determined. The following table reflects the estimated share of overlapping Tax Debt of the City.

	2025/26 Taxable Assessed Value		2026 Tax Rate	Total Net Tax Debt as of 5/1/2026		Estimated % Applicable	City's Overlapping Tax Debt as of 5/1/2026
City of College Station	$ 16,261,176,452	(1)	0.5119	$ 203,271,829	(2)	100.00%	$ 203,271,829
Rock Prairie Management District #2	192,837,328		0.6500	13,220,000		100.00%	13,220,000
Brazos County	34,234,055,188		0.4200	81,235,000		47.06%	38,229,191
Bryan ISD	13,030,857,046		0.9290	212,050,000		4.94%	10,475,270
College Station ISD	16,204,471,203		0.9750	509,925,000		86.29%	440,014,283
Total Direct and Overlapping Funded Tax Debt							$ 705,210,572
Ratio of Direct and Overlapping Funded Tax Debt to Taxable Assessed Valuation							4.337%
Per Capita Overlapping Funded Tax Debt							$ 5,254

Source: Municipal Advisory Council of Texas.

(1) Certified taxable assessed valuation for tax year 2025 as reported by the Brazos Central Appraisal. This amount is subject to change during ensuing year.

(2) Projected, includes the Certificates; excludes self-supporting debt.

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TABLE 8 - PRO-FORMA AD VALOREM TAX DEBT SERVICE REQUIREMENTS

Year End 9/30	Outstanding Debt Service			The Certificates[1]			Less: Self-Supporting Debt Service[2]	Total Net Tax Supported Debt Service Requirements	% of Principal Retired
	Principal	Interest	Total	Principal	Interest	Total			
2026	$ 36,095,000	$ 17,154,696	$ 53,249,696	$ -	$ -	$ -	$ 24,934,525	$ 28,315,171	
2027	33,215,000	15,683,709	48,898,709	1,130,000	1,607,205	2,737,205	25,649,281	25,986,633	
2028	32,340,000	14,276,769	46,616,769	1,125,000	1,607,225	2,732,225	24,363,986	24,985,008	
2029	30,905,000	12,942,669	43,847,669	1,185,000	1,549,475	2,734,475	23,277,259	23,304,885	
2030	29,935,000	11,651,875	41,586,875	1,245,000	1,488,725	2,733,725	21,578,646	22,741,954	34.92%
2031	29,385,000	10,367,248	39,752,248	1,310,000	1,424,850	2,734,850	21,367,656	21,119,442	
2032	27,830,000	9,150,906	36,980,906	1,375,000	1,357,725	2,732,725	20,842,039	18,871,592	
2033	26,660,000	8,026,711	34,686,711	1,450,000	1,287,100	2,737,100	19,797,043	17,626,769	
2034	27,010,000	6,948,307	33,958,307	1,520,000	1,212,850	2,732,850	19,046,764	17,644,394	
2035	25,065,000	5,978,184	31,043,184	1,600,000	1,134,850	2,734,850	17,212,400	16,565,634	64.83%
2036	25,980,000	5,076,959	31,056,959	1,680,000	1,052,850	2,732,850	17,222,275	16,567,534	
2037	24,910,000	4,165,241	29,075,241	1,770,000	966,600	2,736,600	16,801,436	15,010,405	
2038	20,815,000	3,320,552	24,135,552	1,860,000	875,850	2,735,850	15,912,114	10,959,288	
2039	19,130,000	2,578,719	21,708,719	1,955,000	780,475	2,735,475	14,549,181	9,895,012	
2040	14,960,000	1,942,456	16,902,456	2,055,000	680,225	2,735,225	12,069,088	7,568,594	88.87%
2041	14,235,000	1,367,656	15,602,656	2,160,000	574,850	2,734,850	10,785,994	7,551,512	
2042	11,375,000	820,481	12,195,481	2,270,000	464,100	2,734,100	8,584,931	6,344,650	
2043	6,555,000	422,956	6,977,956	2,375,000	359,850	2,734,850	6,338,306	3,374,500	
2044	4,570,000	188,191	4,758,191	2,470,000	262,950	2,732,950	4,887,003	2,604,137	
2045	2,005,000	45,719	2,050,719	2,575,000	162,050	2,737,050	3,729,481	1,058,287	99.44%
2046	-	-	-	2,680,000	55,275	2,735,275	2,735,275	-	100.00%
	$ 442,975,000	$ 132,110,006	$ 575,085,006	$ 35,790,000	$ 18,905,080	$ 54,695,080	$ 331,684,684	$ 298,095,401	

(1) Average life of the Certificates – 11.545 years. Interest calculated at an average rate for purposes of illustration. Preliminary, subject to change.

(2) In the past, the City has sold certificates of obligation to finance projects for the City's water and sewer system, and electric system and has internally allocated portions of this debt as payable from the respective enterprise funds. The self-supporting amounts listed above are projections of debt that is expected to be retired by the City based on actual historical payments from these funds to pay for debt service the outstanding certificates of obligation. There is no guarantee that payments from these funds will continue in the future. Includes the Certificates. See "Table 10 – Self Supporting Debt" and the accompanying footnotes. Preliminary, subject to change.

TABLE 9 - INTEREST AND SINKING FUND BUDGET PROJECTION

Total Net Tax Supported Debt Service Requirements, Fiscal Year Ending September 30, 2026[(1)]		$ 28,315,171
Interest and Sinking Fund, September 30, 2025	$6,261,640	
Budgeted Interest and Sinking Fund Tax Levy	31,236,996	
Budgeted Investment Earnings	260,000	
Budgeted Transfers	(3,659,229)	34,099,407
Estimated Balance, September 30, 2026		$ 5,784,236

(1) Excludes self-supporting debt. Includes the Certificates. Preliminary, subject to change.

TABLE 10 – SELF-SUPPORTING DEBT[(1)]

Year End 9/30	Electric Fund	Wastewater Fund	Water Fund	Landfill	Total Self-Supporting Debt Service
2026	$ 8,444,684	$ 8,508,308	$ 7,649,983	$ 331,550	$ 24,934,525
2027	7,234,704	8,285,326	9,797,576	331,675	25,649,281
2028	7,089,744	7,920,393	9,029,448	324,400	24,363,986
2029	6,628,393	7,759,819	8,559,173	329,875	23,277,259
2030	5,765,625	7,768,930	8,044,090	-	21,578,646
2031	5,587,081	7,754,560	8,026,015	-	21,367,656
2032	5,263,721	7,763,998	7,814,320	-	20,842,039
2033	4,764,349	7,393,063	7,639,631	-	19,797,043
2034	4,170,174	7,242,684	7,633,906	-	19,046,764
2035	3,565,221	6,456,699	7,190,480	-	17,212,400
2036	3,569,204	6,462,563	7,190,509	-	17,222,275
2037	3,568,136	6,461,159	6,772,141	-	16,801,436
2038	3,561,441	6,132,103	6,218,571	-	15,912,114
2039	3,133,053	5,444,672	5,971,456	-	14,549,181
2040	3,134,097	3,814,516	5,120,475	-	12,069,088
2041	3,135,494	2,710,294	4,940,206	-	10,785,994
2042	2,172,975	2,007,288	4,404,669	-	8,584,931
2043	1,455,600	1,078,150	3,804,556	-	6,338,306
2044	703,800	932,478	3,250,725	-	4,887,003
2045	-	618,991	3,110,491	-	3,729,481
2046	-	-	2,735,275	-	2,735,275
	$ 82,947,497	$ 112,515,992	$ 134,903,696	$ 1,317,500	$ 331,684,684

(1) The debt service described in this table is general obligation debt for which repayment is provided from revenues from other sources. It is the City's current policy to provide these payments from such sources. There is no assurance that the use of these sources to make these payments will continue in the future. If payments are not made from such sources in the future, the difference will be paid for with ad valorem taxes. Includes a portion of the Certificates. Preliminary, subject to change.

TABLE 11 - AUTHORIZED BUT UNISSUED TAX BONDS

Date of Authorization	Purpose	Amount Authorized	Issued To Date	Unissued
11/8/2022	Fire Station & Equip (Prop A)	$ 18,000,000	$ 16,000,000	$ 2,000,000
11/8/2022	Rock Prairie Road (Prop B)	16,100,000	2,000,000	14,100,000
11/8/2022	Park & Rec Facilities (Prop D)	22,000,000	19,150,000	2,850,000
		$ 56,100,000	$ 37,150,000	$ 18,950,000

ANTICIPATED ISSUANCE OF GENERAL OBLIGATION DEBT

The City has no firm plans for the issuance of additional general obligation debt payable from ad valorem taxes within the next twelve months.

OTHER OBLIGATIONS

Leases

The City has obtained office space, machinery and equipment through long-term operating leases. The terms and conditions for these leases varies. The leases are fixed, periodic payments over the lease terms of the individual contracts, which ranges from 1-2 years. At September 30, 2025, the City leases consisted of the following:

	Governmental Type		
Year Ended September 30,	Principal	Interest	Total
2026	$ 69,984	$ 4,210	$ 74,194
2027	61,074	2,288	63,362
2028	51,745	783	52,528
	$ 182,803	$ 7,281	$190,084

	Business Type		
Year Ended September 30,	Principal	Interest	Total
2026	$ 176,656	$ 1,656	$ 178,312
	$ 176,656	$ 1,656	$ 178,312

Subscription-Based Information Technology Arrangements (SBITA)

The City has entered into SBITA involving various software, electronic workflows, document management software, public safety record management systems, etc. As of September 30, 2025, all SBITA have fixed, periodic payments over the subscription period, which range from 1-10 years and expires no later than 2033. There are no commitments or outflows of resources related to SBITA that are yet effective.

	Governmental Type		
Year Ended September 30,	Principal	Interest	Total
2026	$ 990,876	$ 63,212	$ 1,054,088
2027	509,651	32,627	542,278
2028	345,391	14,991	360,382
2029	36,475	4,372	40,847
2030	37,702	3,332	41,034
2031-2035	80,648	3,485	84,133
	$ 2,000,743	$ 122,019	$ 2,122,762

	Business Type		
Year Ended September 30,	Principal	Interest	Total
2026	$ 135,780	$ 11,333	$ 147,113
2027	138,021	5,700	143,721
	$ 273,801	$ 17,033	$ 290,834

PENSION FUND

Plan Description

The City accounts for pension cost under GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* The City of College Station participates as one of over 934 plans in the multi-employer, nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report that can be obtained at www.tmrs.com. All eligible employees of the city are required to participate in TMRS.

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits, with interest, were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven actuarially equivalent payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

Plan provisions for the City were as follows:

Employee deposit rate	7.00%
Matching ratio (City to Employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years at any age; 5 years at age 60 and above
Updated service credit	75% repeating transfers
Annuity increase (to retirees)	70% of CPI repeating

Employees covered by benefit terms at the December 31, 2024 valuation and measurement date are as follows:

Inactive employees or beneficiaries currently receiving benefits	642
Inactive employees entitled to but not yet receiving benefits	720
Active employees	994
Total	2,356

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the city matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 13.02% and 13.05% in calendar years 2025 and 2024, respectively. The City's contributions to TMRS for fiscal year 2025 were $15,566,521 which exceeded the required contributions of $10,848,105.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2024, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2024 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall paytoll growth	2.75%
Investment rate of return	6.75%, net of pension plan investment expense including inflation

Salary increases were based on service-related tables. Mortality rates for active members, retirees, and beneficiaries were based on fully generational basis with scale UMP. PUB(10) Mortality Table with 110% of the Public Safety table used for males and 100% of the General Employee table used for females. The rates are projected on a fully generational basis with scale MP-2021.

Actuarial assumptions used in the December 31, 2024 valuation were based on the results of actuarial experience studies of TMRS over the four year period from December 31, 2022. Assumptions are reviewed annually.

The long-term expected rate of return on pension plan investments is 6.75%. The pension plan's policy with regard to the allocation of invested assets is established and may be amended by the TMRS Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
Global Equity	35.00%	7.10%
Core Fixed Income	6.00%	5.00%
Non-Core Fixed Income	6.00%	6.80%
Other Private Markets	4.00%	7.30%
Real Estate	12.00%	6.70%
Infrastructure	6.00%	6.00%
Hedge Funds	5.00%	6.40%
Private Debt	13.00%	8.20%
Private Equity	13.00%	8.50%
Total	100.00%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee contributions will remain at the current 7.0% and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at 12/31/2023 (Measurement Date)	$ 394,364,775	$ 357,554,989	$ 36,809,786
Changes for the year:			
Service Cost	12,986,104	-	12,986,104
Interest (on the Total Pension Liability)	27,367,362	-	27,367,362
Change of benefit terms including substantively automatic status	13,403,866		13,403,866
Differences between expected and actual experience	5,995,152	-	5,995,152
Changes of assumptions	-	-	-
Contributions - employer	-	13,672,879	(13,672,879)
Contributions - employee	-	5,516,902	(5,516,902)
Net investment income (loss)	-	37,137,500	(37,137,500)
Benefit payments, including refunds of employee contributions;	(17,638,597)	(17,638,597)	-
Administrative expenses	-	(238,267)	238,267
Other changes	-	(5,573)	5,573
Net changes	42,113,887	38,444,844	3,669,043
Ending Balance at 12/31/2024 (Measurement Date)	$ 436,478,662	$ 395,999,833	$ 40,478,829

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage- point higher than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability	$ 104,142,627	$ 40,478,829	$ (15,521,126)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at www.tmrs.com.

Pension Expense

For the year ended September 30, 2025, the City recognized pension expense of $26,810,532.

Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

At September 30, 2025, the City reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 7,615,300	$ -
Changes in assumptions	-	(1,010,231)
Net difference between projected and actual earnings	-	(4,075,673)
Contributions subsequent to the measurement date	12,692,086	-
Total	$ 20,307,386	$ (5,085,904)

$12,692,086 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2025 and recognized in the City's financial statements as of September 30, 2026.

Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense in the following years indicated below:

Fiscal Year Ended Sept. 30:	Net deferred outflows (inflows) of resources
2026	$ 3,049,665
2027	6,262,281
2028	(4,182,042)
2029	(2,600,508)
	$ 2,529,396

OTHER POST-EMPLOYMENT BENEFITS

Plan Description

Plan administration: As required by state laws, in addition to the pension benefits described above, the City makes available certain postretirement benefits to employees who meet TMRS retirement qualifications, retire from City employment, and enroll in the plan before the effective date of their retirement. The City's OPEB Plan is a single employer defined benefit plan, defined by City policy. The OPEB Plan does not issue a separate report that includes financial statements and required supplementary information for the OPEB Plan.

Plan membership. At September 30, 2025 membership consisted of the following:

	Medical and/or Dental Benefits	Life Insurance Benefits
Retirees and Retiree Spouses	32	156
Active Employees	997	997
	1,029	1,153

Benefits provided: The City's defined benefit Other Post-Employment Benefits (OPEB) Plan offers medical, dental, vision, drug, and life insurance benefits to retired employees and their eligible dependents. The OPEB Plan is a single employer defined benefit OPEB plan administered by the City. The benefit levels offered to retired employees and eligible dependents are the same as those afforded to active employees as the City's group health insurance plan covers both active and retired members. All medical, dental, vision and drug care benefits are provided through the City's self-insured health plan. As long as monthly premium payments are made, the healthcare plan provides coverage until age 65 for retired employees and eligible dependents enrolled in the City's OPEB Plan. The life insurance offered though the OPEB Plan provides a $10,000, fully insured death benefit coverage upon retirement, which ceases upon attainment of age 65. The Life insurance benefit for eligible retirees is paid entirely by the City.

Contributions: Benefit provisions, as well as retiree premium contributions, are established by City management. The City determines the employer and participant contribution rates annually, based on recommendations of City staff and the City's benefit consultant. For the year ended September 30, 2025, the City's average contribution rate was 0.31% of covered-employee payroll. The City's contributions to the plan for fiscal year 2025 was $264,288 which meets the actuarially determined contribution of $0.00.

Investments

Investment policy: The goal of the Plan's investment program is to generate adequate long-term returns that, when combined with contributions, will result in sufficient assets to pay the present and future obligations of the Plan. The Plan has a Balanced Risk Tolerance with a Strategic Asset Allocation of the following:

Asset Class	Target Allocation	Allocation Range
Cash	5.0%	0-20%
Fixed Income	35.0%	30%-50%
Equity	60.0%	50%-70%
Total	100.0%	

Concentrations: Assets of the OPEB plan are held in Trust by PARS which is fully discussed in Note 21 in the City's financial statements.

Rate of return: For the year ended December 31, 2024, the annual money-weighted rate of return on investments, net of investment expense, was 10.49%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Receivables

The OPEB plan has no receivables from long-term contracts with the City for contributions at September 30, 2025.

Allocated Insurance Contracts

The OPEB plan has no allocated insurance contracts excluded from OPEB plan assets at September 30, 2025.

Reserves

The OPEB plan has no reserves recorded at September 30, 2025.

Net OPEB Liability

The components of the net OPEB liability of the City at September 30, 2025 based on the December 31, 2024 measurement and actuarial valuation date, were as follows:

Total OPEB liability - ending	$ 8,483,316
Plan fiduciary net position - ending	(7,913,783)
Net OPEB liability - ending	$ 569,533
Plan fiduciary net position as a percentage of total OPEB liability	93.29%

Changes in the Net OPEB Liability (Asset)

For the year ended September 30, 2025, the City recognized change of $191,836 in its net OPEB liability (asset). Components of the change in net OPEB liability (asset) are as follows:

	Increase (Decrease) Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
Balances as of Decmeber 31, 2023 (Measurement Date)	$ 7,540,345	$ 7,162,648	$ 377,697
Changes for the year:			
Service cost	271,094	-	271,094
Interest	512,478	-	512,478
Differences between expected and actual experience	(355,873)	-	(355,873)
Changes of assumptions of other inputs	953,604	-	953,604
Contributions-employer	-	438,332	(438,332)
Net investment income	-	751,135	(751,135)
Benefit payments	(438,332)	(438,332)	-
Net changes	942,971	751,135	191,836
Balances as of December 31, 2024 (Measurement Date)	$ 8,483,316	$ 7,913,783	$ 569,533

Actuarial assumptions. The total OPEB liability for the year ended September 30, 2025 as measured as of December 31, 2024 was determined by an actuarial valuation as of that date using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.75%
Salary increases	3.85% to 12.10%
Discount rate	6.75%
Healthcare cost trend rates	8.00% in FY26 decreasing 0.50% per year to an ultimate rate of 4.75% for FY33 and later years

Mortality rates were based on the Pub-2010 Public Safety Employee mortality table form males and Pub-2010 General Employee mortality table for females and Ultimate MP Projection scale projected generationally from the year 2010. The actuarial assumptions used in the December 31, 2024 valuation were based on the results of an actuarial experience study for the period December 31, 2018 to December 31, 2022. Retirees and Retiree Spouses, the 2019 Municipal Retirees of Texas mortality tables with Ultimate MP-2021 Projection Scale projected generationally from the year 2019. Disabled Retirees, the 2019 Municipal Retirees of Texas mortality tables with a 3-year set forward for females and a 4-year set forward for males, minimum mortality rates at all ages of 3% for females and 3.5% for males, d ultimate MP projection Scale projected generationally from the year 2019.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation are summarized in the following table:

Asset Class	Target Allocation	Expected Real Rate of Return	Weighted Average
Cash	5.00%	0.75%	0.04%
Fixed Income	35.00%	3.56%	1.25%
Equity	60.00%	5.75%	3.45%
Total	100.00%	N/A	4.74%

Discount rate. The discount rate used to measure the total OPEB liability was 6.75%. The discount rate used to determine the total OPEB Liability as of the beginning of the measurement year prior to the establishment of the OPEB trust was 3.78%. The weighted average of the Expected Real Rate of Return is added to the Expected Long-Term Inflation assumption and reduced by expected investment expenses (4.74% + 2.75% - 0.75% = 6.74%). This result is then rounded to the nearest 25 basis points to obtain the Expected Long-Term Rate of Return of 6.75%.

The projected cash flows into the plan are equal to projected benefit payments out of the plan plus prefunding contributions that have been approved by the City Council. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates.

The assumed rate of general inflation has been updated since the valuation used for the September 30, 2025 liability to reflect the actuary's best expectation of future plan experience. The long-term expected rate of return for the plan is 6.75%. The plan operates on a pay as you go basis and accumulates assets in trust in addition to the pay as you go amount.

Based on the discount rate assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long- term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Sensitivity of the net OPEB liability (asset) to changes in the discount rate. The following presents the net OPEB liability (asset) of the City, as well as what the City's net OPEB liability (asset) would be if it were calculated using a discount rate that is 1-percentage point lower (5.75%) or 1-percentage-point higher (7.75%) than the current discount rate:

	1% Decrease (5.75%)	Current Discount Rate (6.75%)	1% Increase (7.75%)
Net OPEB liability (asset)	$ 1,319,482	$ 569,533	$ (104,269)

Sensitivity of the net OPEB liability (asset) to changes in the healthcare cost trend rates. The following presents the net OPEB liability (asset) of the City, as well as what the City's net OPEB liability (asset) would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (7.00% decreasing to 3.75%) or 1-percentage-point higher (9.00% decreasing to 5.75%) than the current healthcare cost rend rates:

	1% Decrease (7.00% decreasing to 3.75%)	Current Healthcare Cost Trend Rates (8.00% decreasing to 4.75%)	1% Increase (9.00% decreasing to 5.75%)
Net OPEB liability (asset)	$ (241,377)	$ 569,533	$ 1,517,475

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended September 30, 2025, the City recognized OPEB expense/of $435,913. At September 30, 2025, the City reported changes to deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 494,699	$ (393,579)
Changes of assumptions	1,956,734	(380,703)
Difference between projected and actual earning on OPEB plan investments	14,309	-
Contributions subsequent to the measurement date	182,396	-
Total	$ 2,648,138	$ (774,282)

$182,396 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net OPEB liability or an increase of the net OPEB asset) for the measurement year ending December 31, 2025 and recognized in the City's financial statements as of September 30, 2026. Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ended Sept. 30:	Net Deferred Outflows (inflows) of Resources
2026	$ 333,493
2027	611,380
2028	174,841
2029	279,998
2030	249,185
Thereafter	42,563
	$ 1,691,460

OPEB Trust

On September 11, 2017, the City Council approved a resolution adopting the Public Agencies Retirement Services (PARS) Post-Retirement Health Care Plan Trust and on September 25, 2017, the City Council passed resolution 2017-0564 appropriating the funds. Effective September 27, 2017, the City entered into a section 115 Irrevocable Exclusive Benefit agent multiple-employer trust to fund its Other Postemployment Benefits Obligation. Trust and Investment Management Services are provided by Public Agency Retirement Services (PARS) and is administered by the City. The investment manager that executes investment transactions is Highmark Capital Management, Inc. and the custodian of the trust's funds is US Bank.

With the establishment of the trust, the City can pre-fund (make annual payments in advance of the obligation) and allocate funds for the express purpose of funding future OPEB costs. The investment returns can be used to reduce the actuarial contributions and can result in lower long-term costs of the plan. As of September 30, 2025 the trust's balance was $7,913,783.

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FINANCIAL INFORMATION

TABLE 12 - GENERAL FUND REVENUES AND EXPENDITURE HISTORY

	Fiscal Year Ended September 30,				
	2025	2024	2023	2022	2021
Revenues:					
Taxes	$ 86,997,979	$ 85,333,720	$ 79,660,261	$ 73,904,402	$ 68,484,636
Licenses & Permits	4,131,413	2,953,392	2,894,017	2,862,819	2,617,660
Intergovernmental	3,703,370	3,164,407	1,193,462	1,202,336	6,138,879
Charges for Services	5,823,661	5,184,909	5,750,585	5,067,985	4,850,627
Fines, Forfeits and Penalties	3,144,067	2,896,005	2,905,671	2,414,408	2,421,960
Investment Income	4,681,295	5,010,849	3,498,920	507,575	78,929
Rents & Royalties	653,298	657,037	653,649	627,582	579,416
Contributions	14,002	714	773	1,532	9,992
Other	1,439,622	861,873	737,817	537,675	427,898
Total Revenues	$ 110,588,707	$ 106,062,906	$ 97,295,155	$ 87,126,314	$ 85,609,997
Expenditures:					
General Government	$ 15,851,614	$ 14,371,508	$ 12,609,245	$ 7,885,143	$ 9,784,872
Fiscal Services	6,291,121	5,877,719	5,400,679	5,007,950	4,535,506
Police Department*	35,144,070	32,332,749	30,054,906	10,627,727 *	23,841,799
Fire Department	29,523,249	29,004,440	25,639,366	22,850,999	20,238,097
Planning & Development Services	5,727,530	5,215,082	5,367,522	4,573,374	3,906,537
Parks and Recreation	11,276,338	10,530,617	9,482,203	9,419,475	7,775,598
Information Technology	8,531,258	8,318,922	7,468,888	6,530,030	5,634,704
Public Works	7,315,260	7,410,507	6,657,326	8,396,348	7,257,706
Library Services	1,617,809	1,310,745	1,285,095	1,302,332	1,205,559
Contributions	1,950,146	1,891,732	1,844,978	1,652,220	1,568,126
Capital Improvement Projects	-	7,935,224	10,387,302	3,451,129	1,932,363
Capital Outlay	7,249,260				
Total Expenditures	$ 130,477,655	$ 124,199,245	$ 116,197,510	$ 81,696,727	$ 87,680,867
Other Financing Sources (Uses):					
Sale of General Fixed Assets	$ 3,187,065	$ 3,269,950	$ 1,520,262	$ 2,471,525	$ -
Operating Transfers In	32,400,393	31,871,969	26,465,555	29,433,354	23,628,416
Operating Transfers Out	(9,881,770)	(2,865,008)	(3,310,000)	(9,181,253)	(7,462,207)
Total Other Financing Sources (Uses)	$ 25,705,688	$ 32,276,911	$ 24,675,817	$ 22,723,626	$ 16,166,209
Net Change in Fund Balance	$ 5,816,740	$ 14,140,572	$ 5,773,462	$ 28,153,213	$ 14,095,339
Fund Balance, Beginning of Year	96,362,339	82,221,767	76,473,305	48,320,092	35,742,062
Prior Period Adjustment	-	-	(25,000)	-	(1,517,309)
Fund Balance, End of Year	$ 102,179,079	$ 96,362,339	$ 82,221,767	$ 76,473,305	$ 48,320,092

* Note: FYE 2022 Reduction due to ARPA Funding for government services.

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TABLE 13 - MUNICIPAL SALES TAX HISTORY

The City has adopted the Municipal Sales and Use Tax Act, Texas, Tax Code, Chapter 321, which grants the City the power to impose and levy a 1% Local Sales and Use Tax within the City; the proceeds are credited to the General Fund and are not pledged to the payment of the Certificates. Collections and enforcements are effected through the offices of the Comptroller of Public Accounts, State of Texas, who remits the proceeds of the tax, after deduction of a 2% service fee, to the City monthly. In May 1990, the voters of the City approved the imposition of an additional sales and use tax of one-half of one percent (½ of 1%) for property tax reduction. The total sales tax rate for the City is 1.5%.

Fiscal Year Ended 9/30	Total Collected [1]	% of Ad Valorem Tax Levy	Equivalent of Ad Valorem Tax Rate	Per Capita[2]
2022	$ 39,171,137	71.94%	$ 0.38	$ 314
2023	40,983,631	67.26%	0.35	325
2024	41,857,655	59.04%	0.30	326
2025	42,984,404	57.43%	0.29	327
2026	30,000,548 [3]	37.48%	0.19	224

(1) Provided by the City.
(2) Based on population estimates provided by the City.
(3) Collections as of May 31, 2026.

The sales tax breakdown for the City is as follows:

Brazos County Sales & Use Tax	1/2 %
Property Tax Reduction	1/2 %
City Sales & Use Tax	1 %
State Sales & Use Tax	6 1/4 %
Total	8 1/4 %

FINANCIAL POLICIES

Basis of Accounting . . .The accounts of the City are organized and operated on the basis of funds and account groups. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements. Account groups are a reporting device to account for certain assets and liabilities of the governmental funds not recorded directly in those funds. Government funds are used to account for the City's general government activities. Governmental fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting.

General Fund . . . The General Fund is the City's primary operating fund. It is used to account for all activities typically considered governmental functions of the City. These include Public Safety, Public Works, Parks and Recreation, Economic Development and Planning and Development Services, the support functions for these areas, and the administrative functions for the City.

The General Fund for the 2025-2026 fiscal year is influenced by current policies and any approved policy changes. The policies include inter-fund equity; maintaining a balance between revenues and expenditures; and maintaining the level of service currently provided as the City experiences residential and commercial growth.

The City's financial policies are for a General Fund balance of 20% of budgeted appropriations at year end. To the extent that the General Fund balance exceeds this amount, this surplus is to be expended in future years for one time expenditures such as capital items and short term projects.

Debt Service Fund . . .The Debt Service Fund accounts for the servicing of general long-term debt not being financed by proprietary or nonexpendable trust funds. It is the City's policy to maintain at least 10% of annual appropriated expenditures for debt service and any associated fees as the Debt Service Fund balance at fiscal yearend. The City is in compliance with that policy.

Budgetary Procedures . . .Prior to September 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. All budget requests are compiled by the Finance Department and presented with comparative and supporting data to the Mayor and City Council for review. Public hearings are properly advertised and conducted at City Hall for taxpayer comments. Prior to September 27, the budget is legally enacted through passage of an ordinance. The City Council must approve all transfers of budgeted amounts between fund and any revision that alters the total expenditure of any fund. An amount is also budgeted each year for contingencies which may arise.

THE COMBINED UTILITY SYSTEM

WATERWORKS SYSTEM

Since December 1981, the City has had the capability to produce and deliver 100% of its water. The system has been expanded to include ten wells, with a firm capacity of 34 million gallons per day. The water is delivered to the distribution system by 19 miles of large diameter parallel pipelines and two pumping stations.

Two of the wells mentioned above are shallow wells, less than 1,500 feet deep, drilled into the Carrizo and Sparta aquifers. The remaining eight are deep wells, approximately 3,000 feet, drilled in the Simsboro Sand formation of the Carrizo-Wilcox aquifer. This is a very prolific aquifer of high quality water that has the capacity to provide an adequate water supply for the City and surrounding communities through the year 2060, and well beyond, if managed properly.

College Station's drinking water is sourced entirely from groundwater, pumped from 10 wells primarily located in northwest Brazos County. The Brazos Valley Groundwater Conservation District regulates groundwater use and oversees permitting for both existing and future development. The District has approved permits for three additional wells, which are currently under construction and expected to become operational in the nest 1-2 years. This added capacity will strengthen the City's water supply and support reliable service during peak demand, drought conditions, and periods of reduced aquifer levels.

The City has completed a Water Reclamation project, which pumps effluent from the wastewater treatment plant to Veteran's Park for irrigation of playing fields, reducing the demand on the potable water system by approximately 350,000 gallons per day during the watering season.

The City also has stand by generators at strategic locations sufficient to provide adequate potable water for health and safety during an extended area-wide electrical power outage.

Water rates are established by ordinance, passed and approved by the City Council. The following rates became effective October 1, 2024. The Residential rates are inclined block rates to encourage water conservation.

Type of Customer	Usage Charge (per 1,000 gallons)	Service Charge	Meter Size
Residential, Commercial and Industrial		13.65 per mo.	3/4"
		17.15 per mo.	1"
		25.50 per mo.	1 1/2"
		40.30 per mo.	2"
		127.15 per mo.	3"
		188.95 per mo.	4"
		230.00 per mo.	6"
		230.00 per mo.	8"
Residential	$3.00 for usage from 0-10,000 gallons		
	$3.95 for usage from 11,000-15,000 gallons		
	$4.85 for usage from 16,000-20,000 gallons		
	$5.70 for usage from 21,000-25,000 gallons		
	$6.65 for usage from 26,000 gallons and more		
Commercial	$3.35 per 1,000 gallons		
Commercial Irrigation Usage Charge	$3.60 per 1,000 gallons		
Commercial Irrigation Multifamily 3+ units	Rates as above with an added 50% surcharge		
MUD #1 Residential and Commercial			

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WASTEWATER SYSTEM

The City's wastewater is treated by three City-owned wastewater treatment plants, Carter Creek Treatment Plant, Lick Creek Treatment Plant, and Carter Lake Treatment Plant located within the City limits. The three plants have a combined treatment capacity of 11.5 mgd. An expansion of the Lick Creek Treatment plant has been completed and increases the city's combined treatment capacity to 14.5 mgd.

Sewer rates were established by ordinance, passed and approved by the City Council, and became effective on October 1, 2023

Residential (metered water)	$22.55 including 4,000 gallons of metered water
Usage Charge	$4.50 per 1,000 gallons of additional metered water $49.70 maximum per month
Residential (without meter to each unit)	$28.70 per unit per month
Commercial and Industrial	$19.35 per month
Usage Charge	$5.35 per 1,000 gallons of metered water usage

There are 3,363 customers (units) who receive their water from other water providers, but sewer is provided by the City of College Station. Those customers pay an initial usage charge of $49.70 per month. After six months of documented water usage, rates can be adjusted downward on a tiered scale.

ELECTRIC SUPPLY SOURCE

The City has multiple Power Purchase Agreements (PPAs) in order to meet its load requirements. The PPAs are currently with AEP Energy Partners (AEPEP) and Garland Power and Light (GP&L). With AEPEP, the City has a fixed block, around the clock (ATC) PPA that expires in 2027. The City also has a PPA with AEPEP for wind power that expires in 2028. The City has a load following PPA with GP&L that expires in 2027. While the PPAs with AEPEP are considered base load power, the load following PPA with GP&L covers the load above the base power provided by AEPEP's PPAs. GP&L is also the City's Qualified Scheduling Entity (QSE). GP&L's QSE schedules and settles all the contract resources owned by the City.

Other wholesale/power supply costs include Congestion costs, Ancillary Services and Transmission Cost of Service (TCOS). Since the City owns transmission assets, it not only pays but also receives TCOS payments based on TCOS rates approved by the Public Utility Commission of Texas.

The City owns 20 miles of 138kV transmission lines, eight substations, and 510 miles of distribution lines. ERCOT serves as the RTO/ISO for the area.

The current electric rates were established by ordinance passed and approved by the City Council and became effective on October 1, 2023. The electric rates are subject to a transmission delivery adjustment (TDA) charge which requires that the net energy charge per kilowatt hour must be increased or decreased by an amount per kilowatt hour equal to additional transmission charges above those accounted for in the wholesale rate. The TDA is currently set at $0.0175 per kilowatt hour of energy consumed.

In January 2009, College Station Utilities began offering residential electric customers renewable wind energy. In February 2010, the renewable wind energy program was expanded to include commercial customers. Wind energy is generated from the South Trent Mesa Wind Project located west of Abilene, Texas.

Single Family Residential	Service Charge	$7.00 per month
	plus:	
	kWh	$0.1187 per kWh
	Tax	1.50%
	Transmission Delivery Adjustment (TDA).	$0.0169 per kWh
Master Metered Multiple Dwelling Units.	Service Charge	$100.00 per month per master meter
	plus:	
	kWh	$0.1187 per kWh
	Tax	1.50%
	TDA	$0.0169 per kWh
Small Commercial (1-10 KW demand)..	Service Charge	$9.00 per month
	plus:	
	First 1,000 kWh	$0.1379 per kWh
	Over 1,000 kWh	$0.1032 per kWh
	Tax	8.25%
	TDA	$0.0169 per kWh

Medium Commercial (15-300 KW).....	Service Charge.....	$25.00 per month
	plus:	
	Demand Charge (Per KW).....	$11.44 per KW
	Energy Charge All kWh.....	$0.0703 per KW
	Minimum Monthly Charge.....	$199.10
	Tax.....	8.25%
	TDA.....	$0.0169 per kWh
Large Commercial (300 – 1,500 KW).....	Service Charge.....	$75.00 per month
	plus:	
	Demand Charge (Per KW).....	$11.44 per KW
	Energy Charge All kWh.....	$0.0674 per KW
	Minimum Monthly Charge.....	$3,514.50
	Tax.....	8.25%
	TDA.....	$0.0169 per kWh
Industrial (1,500 KW and over).....	Service Charge.....	$250.00 per month
	plus:	
	Demand Charge (Per KW).....	$10.84
	Energy Charge (first 500,000 kWh).....	$0.0651 per KW
	Minimum Monthly	$16,538.34
	Tax.....	8.25%
	TDA.....	$0.0169 per kWh

WIND WATT RATES

Wind rates were established by Ordinance #2012-3397 on February 23, 2012, passed and approved by the City Council.

Participation Level: Residential Rates:	
10%.....	$0.1192 per kWh
50%.....	$0.1214 per kWh
100%.....	$0.1242 per kWh

TABLE 14 - HISTORICAL UTILITY USERS (UNITS SERVED)

	Fiscal Year Ended September 30,				
	2025	2024[(1)]	2023	2022	2021
Water	30,078	45,047	42,026	41,279	40,356
Wastewater	40,143	28,971	43,967	44,101	43,169
Electric	46,531	40,099	45,546	45,240	44,700

	Fiscal Year Ended September 30,				
	2025	2024	2023	2022	2021
Water Avg. Monthly Consumption (MGW)	435,897	385,128	409,702	463,182	381,256
Wastewater Avg. Daily Treatment (000's gal.)	9,130	9,767	9,215	8,389	9,430
Electric Avg. Monthly Consumption (KWH)	78,264	81,442	83,543	82,445	75,878

(1) The City in 2024 implemented a new utility billing system. The users for electric are now based on the active meters billed, and the users for water and sewer are based on number of taps billed. Due to the change in system, there is not a reduction in users, but rather a consolidation of reporting entities.

TABLE 15 - TEN LARGEST UTILITY CUSTOMERS

Utility Customer	Type of Business	FY 2025 KWH Consumption	Total Percent of KWH Consumed
City of College Station	Municipality	27,865,901	3.00%
College Station ISD	School	26,868,522	2.89%
Scott and White Healthcare	Hospital/Clinic/Pharmacy	22,059,160	2.37%
Fujifilm Diosynth Biotechnologies Texas LLC	Medical/Commercial	19,390,987	2.09%
Texas A&M University	University	9,572,429	1.03%
SZ Northpoint Apartments LP	Multi-Family Residential	7,567,343	0.81%
Herndon Partners LLC	Multi-Family Residential	6,823,200	0.73%
CHI St Joseph Health CS Hospital	Hospital/Clinic/Pharmacy	6,580,578	0.71%
CBL & Associates	Retail/Commercial	6,257,020	0.67%
Dealer Computer Services Inc	Retail/Commercial	5,811,360	0.63%
		138,796,500	14.94%

TABLE 16 - CONDENSED STATEMENT OF OPERATIONS

	For Fiscal Year Ended September 30,				
	2025	2024	2023	2022	2021
Revenues:					
Electric	$ 127,333,292	$ 123,718,003	$ 127,341,875	$ 111,860,621	$ 102,794,575
Water and Wastewater	47,593,312	44,333,575	44,138,292	43,115,216	37,512,695
Interest	6,299,644	8,312,001	5,504,832	621,501	216,542
Other	7,945,331	6,031,014	4,760,879	4,520,337	4,508,068
Total Revenues	$ 189,171,579	$ 182,394,593	$ 181,745,878	$ 160,117,675	$ 145,031,880
Expenses:					
Total Expenses	$ 104,805,100	$ 104,489,086	$ 103,852,062	$ 103,835,235	$ 133,786,264 (1)
Net Available for Debt Service	$ 84,366,479	$ 77,905,507	$ 77,893,816	$ 56,282,440	$ 11,245,616
Water Average Montly Consumption (MGW)	435,897	385,128	409,702	463,182	381,256
Wastewater Average Daily Treatment (000's gal.)	9,130	9,767	9,215	8,389	9,430
Electric Average Monthly Consumption (KWH)	78,264	81,442	83,543	82,445	75,878

(1) The increase in expenses relative to prior years was due predominantly for the costs associated with providing electricity during winter storm Uri in February 2021.

TABLE 17 – VALUE OF THE SYSTEM

	Fiscal Year Ended September 30,				
	2025	2024	2023	2022	2021
Utility Systems	$ 849,262,540	$ 812,546,661	$ 787,200,208	$ 705,850,379	$ 685,380,672
Construction in Progress	67,953,435	44,851,174	31,806,005	86,404,259	74,758,797
	$ 917,215,975	$ 857,397,835	$ 819,006,213	$ 792,254,638	$ 760,139,469
Less: Accumulated Depreciation	395,884,818	361,795,380	338,254,192	317,298,514	301,465,663
Net System Value	$ 521,331,157	$ 495,602,455	$ 480,752,021	$ 474,956,124	$ 458,673,806

TABLE 18 – CITY'S EQUITY IN THE SYSTEM

	Fiscal Year Ended September 30,				
Resources	2025	2024	2023	2022	2021
Net System Value	$ 521,331,157	$ 495,602,455	$ 480,752,021	$ 474,956,124	$ 458,673,806
Current Assets	188,603,565	196,757,984	177,100,085	113,368,992	92,857,877
Restricted Assets	19,885,223	27,979,687	23,041,748	37,429,167	33,795,202
Deferred Charges	4,741,507	5,146,897	7,170,690	2,913,573	3,111,022
Total	$ 734,561,452	$ 725,608,528	$ 688,064,544	$ 628,667,856	$ 588,437,907
Obligations					
Current Liabilities	$ 19,549,221	$ 52,200,643	$ 25,311,753	$ 15,509,615	$ 14,547,777
Current Liabilities Payable from Restricted Assets	24,206,887	5,530,146	7,069,361	22,408,786	20,860,751
General Obligation Debt	30,272,550	45,913,932	38,822,502	38,822,501	46,376,401
Certificates of Obligation	182,272,546	187,169,707	196,060,233	175,444,978	152,211,425
Other Debt[(1)]	11,899,856	10,680,364	10,855,187	6,369,843	8,558,478
Total Liabilities	$ 268,201,060	$ 301,494,792	$ 278,119,036	$ 258,555,723	$ 242,554,832
City's Equity in System	$ 466,360,392	$ 424,113,736	$ 409,945,508	$ 370,112,133	$ 345,883,075
Percentage of Equity in System	63.49%	58.45%	59.58%	58.87%	58.78%

(1) Includes OPEB Net Pension Obligations.

TABLE 19 – UTILITY REVENUE BOND AND SYSTEM SUPPORTED GENERAL OBLIGATION DEBT SERVICE

Series	Original Principal Amount	Outstanding Principal as of 9/30/2025
2013 [(2)]	10,230,000	5,035,000
2014 [(1)(3)]	35,865,000	9,205,000
2016 [(2)]	25,720,000	13,805,000
2016 [(1)(3)]	40,890,000	15,435,000
2017 [(2)]	57,725,000	37,540,000
2017 [(1)(3)]	29,800,000	18,790,000
2018 [(2)]	37,380,000	25,720,000
2019 [(2)]	74,510,000	54,575,000
2020 [(2)]	21,055,000	16,590,000
2020 [(1)]	15,355,000	9,155,000
2020A [(1)]	16,930,000	8,060,000
2021 [(2)]	55,395,000	45,050,000
2022 [(2)]	69,500,000	60,715,000
2023 [(2)]	28,585,000	22,985,000
2023 [(3)]	6,570,000	6,010,000
2024 [(3)(1)]	28,235,000	26,205,000
2024 [(2)]	40,850,000	34,815,000
2025 [(2)]	16,560,000	16,560,000
2025 [(3)]	16,285,000	16,285,000
	$ 627,440,000	$ 442,535,000

(1) Represents refunding bonds.
(2) Certificates of Obligation supported in whole or in part by Utility System revenues.
(3) General Obligation Bonds supported in part by the Utility System revenues.

INVESTMENTS

The City invests its investable funds in investments authorized by Texas law in accordance with investment policies approved by the City Council. Both state law and the City's investment policies are subject to change.

LEGAL INVESTMENTS

Authorized investments are summarized as follows: (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this State that the City selects from a list the City Council or a designated investment committee of the City adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in the State that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the City's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as the City's custodian of the banking deposits issued for the City's account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under SEC Rule 15c3-3; (9) (i) certificates of deposit or share certificates meeting the requirements of Chapter 2256, Texas Government Code (the "Public Funds Investment Act"), that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or their respective successors, and are secured as to principal by obligations described in clauses (1) through (8) or in any other manner and provided for by law for City deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (A) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law, or (B) a depository institution that has its main office or branch office in the State that is selected by the City, (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d), Texas Government Code, or a clearing brokerdealer registered with the SEC and operating pursuant to SEC Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements as defined in the Public Funds Investment Act, that have a defined termination date, are secured by a combination of cash and obligations described in clauses (1) or (13) in this paragraph , require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (13) through (15) below, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less; (12) certain bankers' acceptances with stated maturity of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated not less than "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (13) commercial paper with a stated maturity of 365 days or less that is rated not less than "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a United States or state bank; (14) no-load money market mutual funds registered with and regulated by the SEC that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and that comply with federal SEC Rule 2a-7 (17 C.F.R. Section 270.2a- 7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and (15) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, and have either (a) a duration of one year or more and invest exclusively in obligations described in under this heading, or (b) a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities, other than the prohibited obligations described below, in an amount at least equal to the amount of bond proceeds invested under such contract.

A political subdivision such as the City may enter into securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, other than the prohibited obligations described below, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (13) through (15) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than AAA or AAAm or an equivalent by at least one nationally recognized rating service, if the City Council authorizes such investment in the particular pool by order, ordinance, or resolution and the investment pool complies with the requirements of Section 2256.016, Texas Government Code. The City may also contract with an investment management firm registered (x) under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.), or (y) with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by ordinance, order or resolution.

The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

INVESTMENT POLICIES

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment and the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each funds' investment. Each Investment Strategy Statement will describe its objectives concerning (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly the investment officers of the City will submit an investment report detailing (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value and ending market value for each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

ADDITIONAL PROVISIONS

Under Texas law the City is additionally required to: (1) annually review its adopted policies and strategies; (2) require any investment officers' with personal business relationships or relatives with firms seeking to sell securities to the entity to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (3) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude imprudent investment activities, and (c) deliver a written statement attesting to these requirements; (4) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (5) provide specific investment training for the Finance Director, Treasurer, Assistant City Manager and investment officers; (6) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (7) restrict the investment in non-money market mutual funds of any portion of bond proceeds, reserves and funds held for debt service and to no more than 15% of the entity's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (8) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements and (9) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

Under Texas law, the City may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance or resolution. The City has not contracted with, and has no present intention of contracting with, any such investment management firm or the State Securities Board to provide such services.

CITY'S INVESTMENT POLICY

The Assistant City Manager or his designee will promptly cause all City funds to be deposited with the bank depository and invested in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument that the City Council has authorized under the provisions of the PFIA, as amended, and in accordance with the City Council approved Investment Policies.

At the end of each fiscal year, a report on investment performance will be provided to the City Council. In conjunction with the quarterly financial report, the Assistant City Manager or his designee will prepare and provide a written recapitulation of the City's investment portfolio to the Council, detailing each City investment instrument with its rate of return and maturity date.

The City's adopted investment policy permits the City to invest its funds and funds under its control in all of the enumerated investments authorized by the PFIA.

TABLE 20 - CURRENT INVESTMENTS

As of April 30, 2026, the City's investable funds were invested in the following categories:

Investment Type	Book Value	Market Value
Cash	$ 5,000,000	$ 5,000,000
Local Government Investment Pool	169,411,496	169,411,496
Money Market Mutual Fund	385,024,001	385,024,001
	$ 559,435,497	$ 559,435,497

TAX MATTERS

OPINION . . . On the date of initial delivery of the Certificates, McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Certificates for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Certificates will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Certificates. See APPENDIX C - Form of Opinion of Bond Counsel.

In rendering its opinion, Bond Counsel will rely upon (a) certain information and representations of the City, including information and representations contained in the City's federal tax certificate, and (b) covenants of the City contained in the Ordinances authorizing the Certificates relating to certain matters, including arbitrage and the use of the proceeds of the Certificates and the property financed or refinanced therewith. Failure of the City to comply with these representations or covenants could cause the interest on the Certificates, as the case may be, to become includable in gross income retroactively to their date of issuance.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Certificates in order for interest on the Certificates to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Certificates to be included in gross income retroactively to the date of issuance of the Certificates. The opinions of Bond Counsel are rendered in reliance upon the compliance by the City with such requirements, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Certificates.

Bond Counsel's opinions are not a guarantee of a result, but represent its legal judgment based upon its review of Existing Law and reliance on the aforementioned information, representations and covenants. Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Certificates.

A ruling was not sought from the Internal Revenue Service by the Issuer with respect to the Certificates or the property financed or refinanced with proceeds of the Certificates. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Certificates, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue Service audit is commenced, under current procedures the Internal Revenue Service is likely to treat the Issuer as the taxpayer and the Certificates holders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

FEDERAL INCOME TAX ACCOUNTING TREATMENT OF ORIGINAL ISSUE DISCOUNT . . . The initial public offering price to be paid for one or more maturities of the Certificates may be less than the principal amount thereof or one or more periods for the payment of interest on the Certificates may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Certificates"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Certificate, and (ii) the initial offering price to the public of such Original Issue Discount Certificate would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the Certificates less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Certificate in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Certificate equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Certificate prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Certificate in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Certificate was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Certificate is accrued daily to the stated maturity thereof (in amounts calculated as described below for each accrual period within each accrual period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Certificate for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Certificate.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Certificates which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Certificates should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Certificates and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Certificates.

COLLATERAL FEDERAL INCOME TAX CONSEQUENCES . . . The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Certificates. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with accumulated earnings and profits and excess passive investment income, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT CERTIFICATES BEFORE DETERMINING WHETHER TO PURCHASE THE CERTIFICATES.

Interest on the Certificates may be includable in certain corporation's "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Certificates, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Certificates, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

STATE, LOCAL AND FOREIGN TAXES . . . Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Certificates under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

INFORMATION REPORTING AND BACKUP WITHHOLDING . . . Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Certificates will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

FUTURE AND PROPOSED LEGISLATION . . . Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Certificates under federal or state law, and could affect the market price or marketability of the Certificates. Any of the foregoing could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any of the foregoing becoming effective cannot be predicted. Prospective purchasers of the Certificates should consult their own tax advisors regarding the foregoing matters.

CONTINUING DISCLOSURE OF INFORMATION

In the Ordinance, the City has made the following agreement for the benefit of the holders and beneficial owners of Certificates. The City is required to observe the agreement for so long as it remains obligated to advance funds to pay the Certificates. Under the agreement, the City will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (the "MSRB"). This information will be publicly available at no cost on the Electronic Municipal Market Access of the MSRB, with the web address www.emma.msrb.org ("EMMA"). The agreement specifies that all documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

ANNUAL REPORTS . . . The City will provide certain updated financial information and operating data to the MSRB on an annual basis in an electronic format that is prescribed by the MSRB and available via the Electronic Municipal Market Access System ("EMMA") at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in this Official Statement under Tables numbered 1 through 6; 8 through 20 and in Appendix B. The City will update and provide the information in Tables 1 through 6 and 8 through 20 within six months after the end of each fiscal year ending in and after 2026. The City will additionally provide audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2026. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation.

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site identified below or filed with the United States Securities and Exchange Commission (the "SEC"), as permitted by SEC Rule 15c2-12 (the "Rule").

The City's current fiscal year end is September 30. Accordingly, the City must provide updated information included in Tables 1 through 6 and 8 through 20 by the last day of March in each year, and audited financial statements for the preceding fiscal year (or unaudited financial statements if the audited financial statements are not yet available) as described above. If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data as set forth above.

EVENT NOTICES . . . The City will also provide timely notices of certain events to the MSRB. The City will provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event): (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates; (7) modifications to rights of holders of the Certificates, if material; (8) Certificate calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Certificates, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; and (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties. In addition, the City will provide timely notice of any failure by the City to provide annual financial information in accordance with their agreement described above under "Annual Reports." Neither the Certificates nor the Ordinance provides for debt service reserves, liquidity enhancement, or credit enhancement. In addition, the City will provide timely notice of any failure by the City to provide annual financial information in accordance with their agreement described above under "Annual Reports."

For the events listed in clause (15) and (16) above, the term "financial obligation" means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of either (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

For these purposes, any event described in clause (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City will provide each notice described in the previous paragraph to the MSRB through EMMA, in accordance with the Rule.

LIMITATIONS AND AMENDMENTS . . . The City has agreed to update information and to provide notices of specified events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Certificates at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders of Certificates may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Certificates in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Certificates consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. If the City so amends the agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

COMPLIANCE WITH PRIOR UNDERTAKINGS . . . During the last five years, the City has not failed to comply in any material respect with any material provisions of the continuing disclosure agreements made by the City in accordance with Rule 15c2-12.

OTHER INFORMATION

RATINGS

The presently outstanding tax supported debt of the City is rated "Aa1" by Moody's and "AA+" by S&P, without regard to credit enhancement. Applications have been made to Moody's and S&P for contract ratings on the Certificates. The ratings reflect only the respective views of such organizations and the City makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either or both of such rating companies, if in the judgment of either or both companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings, or either of them, may have an adverse effect on the market price of the Certificates.

LITIGATION

The City is a party to legal proceedings, many of which occur in the normal course of operations. It is not possible at the present time to estimate ultimate outcome or liability, if any, of the city with respect to the various proceedings. The City's management believes that the ultimate outcome of the various lawsuits will not have a material adverse effect on the City's financial position.

REGISTRATION AND QUALIFICATION OF CERTIFICATES FOR SALE

The sale of the Certificates has not been registered under the federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Certificates have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Certificates been qualified under the securities acts of any jurisdiction. The City assumes no responsibility for qualification of the Certificates under the securities laws of any jurisdiction in which the Certificates may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Certificates must not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code) provides that the Certificates are negotiable instruments, investment securities governed by Chapter 8, Texas Business and Commerce Code, and are legal and authorized investments for insurance companies, fiduciaries, and trustees, and for the sinking funds of municipalities or other political subdivisions or public agencies of the State of Texas. With respect to investment in the Certificates by municipalities or other political subdivisions or public agencies of the State of Texas, the PFIA requires that the Certificates be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "OTHER INFORMATION - Ratings" herein. In addition, various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Certificates are legal investments for state banks, savings banks, trust companies with at capital of one million dollars or more, and savings and loan associations. The Certificates are eligible to secure deposits of any public funds of the State, its agencies, and its political subdivisions, and are legal security for those deposits to the extent of their market value. The City has made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Certificates for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Certificates for such purposes. No review by the City has been made of the laws in other states to determine whether the Certificates are legal investments for various institutions in those states.

LEGAL MATTERS

The City will furnish to the Initial Purchaser a complete transcript of proceedings had incident to the authorization and issuance of the Certificates, including the unqualified approving legal opinion of the Attorney General of Texas approving the Initial Certificates and to the effect that the Certificates are valid and legally binding obligations of the City, and based upon examination of such transcript of proceedings, the approving legal opinions of Bond Counsel. The customary closing papers, including a certificate to the effect that no litigation of any nature has been filed or is then pending to restrain the issuance and delivery of the Certificates or which would affect the provision made for their payment or security, or in any manner questioning the validity of the Certificates will also be furnished. In its capacity as Bond Counsel, such firm has reviewed the information describing the Certificates in the Notices of Sale and Bidding Instructions, the Official Bid Forms and this Official Statement to verify that such information conforms to the provisions of the Ordinance. In connection with the transactions described in the Official Statement, Bond Counsel represents only the City. The City expects to pay the legal fees of Bond Counsel for services rendered in connection with the issuance of the Certificates from proceeds of the Certificates. The legal opinion will accompany the Certificates deposited with DTC or will be printed on the Certificates in the event of the discontinuance of the Book-Entry-Only System.

The various legal opinions to be delivered concurrently with the delivery of the Certificates express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise from the transaction.

AUTHENTICITY OF FINANCIAL DATA AND OTHER INFORMATION

The financial data and other information contained herein have been obtained from City records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

MUNICIPAL ADVISOR

Hilltop Securities Inc. is employed as Municipal Advisor to the City in connection with the issuance of the Certificates. The Municipal Advisor's fee for services rendered with respect to the sale of the Certificates is contingent upon the issuance and delivery of the Certificates. Hilltop Securities Inc., in its capacity as Municipal Advisor, has relied on the opinions of Bond Counsel and has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Certificates, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Municipal Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

FORWARD-LOOKING STATEMENTS

The statements contained in this Official Statement, and in any other information provided by the City, that are not purely historical, are forward-looking statements, including statements regarding the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the City on the date hereof, and the City assumes no obligation to update any such forward-looking statements. The City's actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

INITIAL PURCHASER

After requesting competitive bids for the Certificates, the City accepted the bid of _____ (the "Initial Purchaser") to purchase the Certificates at the interest rates shown on page 2 of this Official Statement at a price of _____. The Initial Purchaser can give no assurance that any trading market will be developed for the Certificates after their sale by the City to the Initial Purchaser. The initial yields shown on page 2 of this Official Statement will be established by and are the sole responsibility of the Initial Purchaser and may subsequently be changed at the sole discretion of the Initial Purchaser. The City has no control over the determination of the initial yields and has no control over the prices at which the Certificates are sold in the secondary market.

CERTIFICATION OF THE OFFICIAL STATEMENT AND NO-LITIGATION CERTIFICATE

At the time of payment for and delivery of the Certificates, the Initial Purchaser will be furnished a certificate, executed by a proper City official, acting in such person's official capacity, to the effect that to the best of such person's knowledge and belief: (a) the descriptions and statements of or pertaining to the City contained in its Official Statement and any addenda, supplement or amendment thereto, for its Certificates on the date of such Official Statement, on the date of purchase of said Certificates, and on the date of delivery, were and are true and correct in all material respects; (b) insofar as the City and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (c) insofar as the descriptions and statements, including financial data, of, or pertaining to, entities other than the City and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the City believes to be reliable and that the City has no reason to believe that they are untrue in any material respect; (d) there has been no material adverse change in the financial condition of the City since September 30, 2025, the date of the last audited financial statements of the City and (e) no litigation of any nature has been filed or is pending, as of the date of delivery of the Certificates, of which the City has notice to restrain or enjoin the issuance, execution or delivery of the Certificates, in any manner questioning the authority or proceedings for the issuance, execution, or delivery of the Certificates; or which would affect the provisions made for their payment or security, or in any manner question the validity of the Certificates.

MISCELLANEOUS

The financial data and other information contained herein have been obtained from the City's records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

The Ordinance will also approve the form and content of this Official Statement, and any addenda, supplement or amendment hereto, and authorize its further use in the reoffering of the Certificates by the Initial Purchaser.

_____
Mayor
City of College Station, Texas

ATTEST:

_____
City Secretary
City of College Station, Texas

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY

THE CITY

The City, located in Brazos County, is situated in the middle of a triangle bounded by Dallas/Fort Worth, Houston, and San Antonio/Austin. Approximately 80% of the Texas population is located within a 200 mile radius of the City. In addition to being a residential community for faculty, students and other personnel of Texas A&M University, the City also serves as a regional manufacturing, retail and health care hub.

The City was incorporated in 1938 and has a Council-City Manager form of government with City employees totaling 1,108.50 currently.

The City adopted and enforces comprehensive zoning and building restrictions aimed at assuring orderly growth and development. The City's ordinances require all subdividers, at their own expense and without provision for refund, to install streets and water and wastewater lines in any planned subdivision. These facilities are constructed under the City's specifications and inspection and when completed are deeded to the City free and clear. All areas within the City are now adequately served with water, wastewater and electric service.

Proximity to three of the nation's largest cities, college-town cultural amenities, relatively low cost of living, varied housing options, warm climate and low crime rate have resulted in significant population growth over the last decade.

CITY OWNED FACILITIES

The City maintains approximately 620 linear miles of streets within city limits, 99% of which are hard surface. The City has a complete water distribution, wastewater collection and treatment system with 912 miles of wastewater and water lines. The City owns the electrical distribution system with approximately 528 miles of distribution lines and 20 miles of 138kv transmission lines.

The City has a fully equipped police department with 244 budgeted personnel positions. The department has 62 police patrol vehicles. The fire department consists of 206 budgeted personnel positions. There are six stations and a total of 8 engines, 9 ambulances, 2 command vehicles, 1 rescue truck, 2 ladder trucks, 1 tanker truck, and 1 grass fire truck. A 7th station is under construction and will be completed summer 2026.

EDUCATIONAL FACILITIES

The College Station Independent School District (the "School District") is a fully accredited system offering 19 educational campuses for pre-kindergarten through high school. The School District has a student enrollment in excess of 13,500 and employs close to 2,000 people. On May 4, 2024 the voters passed 2 of 2 bond propositions for $53.47 million for the School District that includes renovations and additions to athletic facilities.

College Station is home to Texas A&M University which provides higher education, offering both four year college programs and graduate degree programs to approximately 81,000 enrolled students.

HEALTH CARE

CHI St. Joseph Health College Station Hospital, is a community healthcare provider located on 25 acres within the city limits of College Station. The hospital is a 167-bed facility and is a licensed Level III Trauma unit. CHI St. Joseph Health College Station is the only hospital in the Brazos Valley Region to receive national certification in joint replacement from the Joint Commission. They are also an accredited Chest Pain Center, a certified Primary Stroke Center and the region's first accredited Sleep Center. The over 200 healthcare professionals work every day at a place of healing, caring and connection for patients and families in the community

Baylor Scott & White Medical Center – College Station is a 403,000 square foot, five story, 143-bed hospital located on a 98 acre campus near the intersection of Texas Highway 6 and Rock Prairie Road within the City of College Station. Baylor Scott & White Medical Center – College Station is a nationally accredited Chest pain Center as well as a Level III Trauma Center. Scott & White Clinic – Rock Prairie, a four-story medical office building, is also located on the campus adjacent to the hospital. Baylor Scott and White Medical Center - College Station houses an emergency department, cardiac services including cath labs, neonatal intensive care unit, comprehensive cancer services, operating rooms, maternity services suites, endoscopic procedure suites, intra operative robotics and other specialty services, all supported by a pharmacy, comprehensive state-of-the-art imaging technology and other diagnostic capabilities. New additions to the Baylor Scott and White College Station campus include a clinic, sleep center and an ambulatory surgical center, just to name a few.

Other area health care providers include: St. Joseph Regional Health Care Center, Baylor Scott and White Clinic, and The Physicians Centre.

TRANSPORTATION

U.S. Highway 190/State Highway 21 links the City to Interstate 45 which is located approximately 35 miles to the east. State Highway 21 via U.S. Highway 290 also links the City to Austin, located approximately 110 miles to the west. State Highway 6 links the City to Waco (100 miles) and Interstate 35 to the north and Houston (90 miles) to the south. Also, State Highway 30 links the City to Huntsville (45 miles) and Interstate 45 to the east.

Airlines	Commercial, corporate and private airport facilities are provided by Easterwood Airport, which is located on the City's west side and is owned and operated by Texas A&M University. American Eagle Airlines provides daily flights to and from Dallas-Fort Worth Airport out of Easterwood. Coulter Field is located north of the City of Bryan and provides a 4,000 foot lighted runway. Coulter Field offers all types of services for the private aircraft.
Bus Lines	Two bus lines serve the City with daily service connecting the City with Houston and Dallas.
Railroads	Rail freight service is provided by the Union Pacific Railroad. Union Pacific Railroad operates a main freight line from Houston through Bryan-College Station to Dallas-Fort Worth and beyond.

RECREATION

The College Station parks system encompasses 1,971 acres of parks and facilities spread throughout the city. This includes 4 dog parks, 1 skate park, 109 playgrounds, 4 recreation centers, 12 ponds, 2 pools, 2 splash pads, 60 miles of walking trails, 2 municipal cemeteries and the Ringer Library.

POPULATION

	Official U.S. Census[(1)]					
	1970	1980	1990	2000	2010	2020
City of College Station	17,676	37,272	52,456	67,890	93,857	120,511
Brazos County	57,978	93,588	121,862	152,415	194,851	233,849

(1) U.S. Census Bureau, American Community Survey

ECONOMIC BACKGROUND

Texas A&M University and System

Texas A&M opened its doors in 1876 as the state's first public institution of higher learning. Located in College Station, Texas (about 90 miles northwest of Houston and within a two to three-hour drive from Austin and Dallas), Texas A&M's main campus is home to approximately 77,500 students, with more than 604,500 former students worldwide. As one of only 71 members of the prestigious Association of American Universities (AAU), an association of leading public and private research universities in the United States and Canada, Texas A&M boasts some of the top programs in academic research and scholarship. Texas A&M and the Texas A&M University System employ more than 27,000 full and part-time personnel.

Texas A&M is one of only 17 institutions in the nation to hold the triple designation as a land-grant, sea-grant, and space-grant university., and is one of the country's largest public universities and is also the headquarters for the Texas A&M University System, a statewide network comprised of 11 universities and eight state agencies. Texas A&M University boasts more than $1 billion in annual R&D expenditures and offers opportunities for local businesses to utilize the University's talent pipeline, subject matter experts, research centers, institutes and agencies.

The Texas A&M University System RELLIS Campus is more than a research and educational facility. It is an ecosystem of transformative innovation like few others in the world. Through partnerships with Texas A&M University System, Blinn College, workforce training organizations and the private sector, RELLIS is the first integrated education, research and testing institution in the state of Texas. The educational programs at RELLIS focus on collaboration beyond institutional affiliation, and the campus will serve as a model for the future of higher education by cultivating powerful opportunities for students. This multi-industry and education model provides unique opportunities for both global enterprises and companies located in the Bryan-College Station area. By assembling a diverse spectrum of engineering and technology tenants into one location, the campus fosters collaboration between enterprises that seek to shape the future through transformation, innovation, and education. Current initiatives underway at RELLIS are the Army Future Command's Bush Combat Development Complex, work with 5G technology, autonomous vehicle driving, and transportation material testing and labs are just a few to mention.

George Bush Presidential Library and Museum

The City is the site of the George Bush Presidential Library and Museum, located on the campus of Texas A&M University. Texas A&M provides programs and facilities such as research and instructional programs related to the library and museum, a conference center, communications center, educational museum/library center, and family-oriented facilities such as a park surrounding the presidential library and museum. The new expansion houses the 4141 locomotive engine that carried President Bush to his final resting place and the Marine One helicopter President Bush used. The Presidential Library and Museum is also part of the George Bush Presidential Library Center which is home to the prestigious Bush School of Government and Public Service.

Century Square

The City continues to experience growth. The growth has resulted in continued retail development, especially in the Tower Point and Caprock developments in the southern part of the City with new restaurants and other businesses opening and others under construction to serve the ever growing residential populations in that area of the City. However, that growth has expanded to the north side of College Station where mixed-used facilities and additional hotels near the Texas A&M campus are under construction.

One such development is Century Square. This 60-acre development creates a dynamic community center where people congregate from across the region to experience a walkable, urban destination. The project features premier retail and restaurant establishments, entertainment venues, 60,000 SF of Class-A office, two full-service hotels: The George and Cavalry Court, luxury apartment homes: 100 Park, and an activated central gathering space.

Midtown District

The College Station Medical District Master Plan establishes guiding principles for the development of approximately 1,700 acres in south College Station to accommodate medical facilities, walkable village centers, commercial space, and a variety of residential unit types, all in close proximity to parks, open space, and trails. To ensure the long-term success of the District, the City has created a Tax Increment Reinvestment Zones to help fund the necessary infrastructure. The City activated a Municipal Management District along the relatively undeveloped east side of State Highway 6 to be used as a tool for development of these areas as well.

Athletics

Athletics is an integral part of College Station. Texas A&M University, along with the City, hosts a multitude of athletic events. Texas A&M University is the home of Kyle Field, Reed Arena, Olsen Field at Bluebell Park, Aggie Softball Complex, George P. Mitchell Tennis Center and Gilliam Indoor Track Stadium. Several of Texas A&M teams have won both conference and national titles over the past years. This has positioned the University to host regional payoffs as well as national championship games. Texas A&M's move to the Southeastern Conference (SEC) in 2012 has proved positive for the City. For the Texas A&M's football team ranked third in the nation in average attendance for the 2025 season with average attendance of 106,159 for home games, according to figures released by the NCAA.

The City's premiere sport complexes, as well as the ease to get around, makes College Station attractive to a number of high profile organizations. Over the past several years, Texas Amateur Athletic Federation has chosen College Station to host state tournaments and events. In addition, the City facilitates four major softball tournaments, multiple soccer tournaments, two 7 on 7 football tournaments and baseball tournaments throughout the year.

MAJOR CITY EMPLOYERS

Firm Name	Product	Number of Employees
Texas A&M University and System	Education/Research	27,000+
Bryan ISD	Education	2000+
College Station ISD	Education	2000+
Saint Joseph Health	Health Service	2000+
Blinn College	Education	1000+
City Of College Station	Government	1000+
Baylor Scott & White	Health Service	500-999
HEB Crocery Company LP	Grocery	500-999
Reynolds & Reynolds	Computer Hardware and Software	500-999

Source: Brazos Valley Economic Development Corp.

The City of College Station has a diverse, growing employment base comprised of a broad range of industry sectors including education, hospitality, professional services, healthcare, and biotechnology.

In addition to the impact of the Texas A&M University System, the city also is home to emerging life science and information technology sectors with major employers including FUJIFILM Diosynth Biotechnologies, Matica Biotechnology, Lynntech, Reynolds and Reynolds, and StataCorp. Additionally, the area serves as a medical hub for the region anchored by Baylor Scott & White Medical Center and St. Joseph Health College Station Hospital.

The City has dedicated business parks to support the ongoing recruitment of primary industry employers including Midtown Business Park (252 acres), Business Center at College Station (200 acres), Texas A&M Research Park (350 acres). Texas A&M also has a business park called the Bio Corridor that is 160 acres that straddles both the City and the City of Bryan.

LABOR STATISTICS

College Station

Year	Labor Force	Total Employment	Unemployment	Rate
2022	65,585	63,328	2,257	3.4%
2023	67,808	65,372	2,436	3.6%
2024	69,842	67,321	2,521	3.6%
2025	71,718	69,010	2,708	3.8%
2026 (1)	71,977	69,261	2,716	3.8%

Brazos County

Year	Labor Force	Total Employment	Unemployment	Rate
2022	125,361	121,136	4,225	3.4%
2023	129,684	125,233	4,451	3.4%
2024	133,573	128,992	4,581	3.4%
2025	137,097	132,227	4,870	3.6%
2026 (1)	137,602	132,708	4,894	3.6%

Source: Texas Workforce Commission.
(1) Average as of March 2026.

BUILDING PERMITS

College Station has grown rapidly over the past 30 years as evidenced by an increase in population from 93.857 in 2010 to 120.511 in 2020. As of 2026, the estimated population of College Station was 134,211. The following table sets forth the number and value of construction permits issued by the City over the past several years.

	Residential Construction		Commercial Construction		Other Construction		Total	
Calendar Year	Number of Permits	Value	Number of Permits	Value	Number of Permits	Value	Number of Permits	Value
2022	681	$ 165,204,392	80	$ 176,841,576	7,067	$ 92,793,996	7,828	$ 434,839,964
2023	552	173,799,085	57	278,780,038	5,991	104,408,217	6,600	556,987,340
2024	722	171,375,246	77	339,732,680	6,131	114,533,022	6,930	625,640,948
2025	875	200,566,928	103	539,118,920	7,923	186,195,419	8,901	925,881,267
2026*	255	42,595,694	28	167,051,759	2,300	27,973,241	2,583	237,620,694

Source: The City.
* As of April 30, 2026.

COUNTY CHARACTERISTICS

Brazos County was created in 1841 from Robertson and Washington Counties. The economy is diversified primarily by agribusiness, computer manufacturing, research and development, and education. The Texas Almanac designates cattle, hogs, sorghums, corn, cotton, wheat, oats and pecans as the principal sources of agricultural income.

The County had a 2020 census population of 233,849, an increase of 20% since 2010. Minerals produced in the County include sand and gravel, lignite, gas and oil.

APPENDIX B

EXCERPTS FROM THE

CITY OF COLLEGE STATION, TEXAS

ANNUAL FINANCIAL REPORT

For the Year Ended September 30, 2025

The information contained in this Appendix consists of excerpts from the City of College Station, Texas Annual Financial Report for the Year Ended September 30, 2025, and is not intended to be a complete statement of the City's financial condition. Reference is made to the complete Report for further information.

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
BRAZOS COUNTY §
CITY OF COLLEGE STATION, TEXAS §

We, the undersigned officers of the City Council of the City of College Station, Texas hereby certify as follows:

1. The City Council convened in a regular meeting on July 23, 2026 at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to wit:

John Nichols, Mayor	Mark Smith, Place 1 Councilman
William Wright, Place 2 Councilman	David White, Place 3 Councilman
Melissa Mcllhaney; Place 4 Councilwoman	Bob Yancy, Place 5 Councilman
Scott Shafer, Place 6 Councilman	

and all of the above persons were present, except _____, thus constituting a quorum. Whereupon, among other business the following was transacted at the Meeting: a written Ordinance entitled

ORDINANCE AUTHORIZING THE ISSUANCE OF CERTIFICATES OF OBLIGATION; DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE CERTIFICATES; APPROVING AND AUTHORIZING AN OFFICIAL STATEMENT AND INSTRUMENTS AND PROCEDURES RELATING TO SAID CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried, with all members of the City Council shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Ordinance has been duly recorded in the Council's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; and that the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given all as required by the Texas Government Code, Chapter 551.

3. The Mayor of the City Council has approved and hereby approves the Ordinance; and the Mayor and the City Secretary of the City hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON JULY 23, 2026

Tanya D. Smith City Secretary	John Nichols Mayor

(CITY SEAL)

Section 2. On or before December 15, 2026, the City shall deposit with or make available to The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "*Paying Agent/Registrar*"), funds in an amount sufficient to pay the redemption price of the portion of the Redeemed Bonds called for redemption on the Redemption Date. The Redemption Price for the Redeemed Bonds is $6,444,541.67 being $6,365,000.00 in principal amount and $79,541.67 in accrued but unpaid interest.

Section 3. The Redeemed Bonds called for redemption shall be presented for redemption and payment to the Paying Agent/Registrar in accordance with a notice of redemption and shall not bear interest after the Redemption Date. The Paying Agent/Registrar is hereby authorized and directed to disseminate a notice of redemption to be mailed by the Paying Agent/Registrar at least thirty days prior to the Redemption Date by United States mail, first-class postage prepaid, to the registered owner of each Redeemed Bond to be redeemed at its address as it appeared on the day such notice of redemption is mailed and to major securities depositories, national bond rating agencies, MSRB Electronic Municipal Market Access, and bond information services.

Section 4. The City Manager and Assistant City Manager/CFO (each an "*Authorized Officer*") of the City is further authorized to enter into and execute on behalf of the City with the escrow agent named therein, an escrow agreement, which escrow agreement will provide for the escrow of the funds until needed only to pay the Redeemed Bonds so called for redemption plus accrued but unpaid interest. Each Authorized Officer is authorized to purchase such securities in the escrow fund under the escrow agreement, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the escrow agreement. The City may obtain, at its sole discretion, a report or certificate verifying that any investments purchased under the escrow fund will mature and pay interest in such amounts which, together with any uninvested funds in the escrow fund, will be sufficient to pay, when due, the principal of and interest on the Redeemed Bonds.

Section 5. Each Authorized Officer are hereby authorized and directed to take such actions and to execute and deliver such documents, certificates and receipts, including without limitation notice of redemption and material events notices with respect to the Redeemed Bonds, as necessary or appropriate to consummate the transactions authorized by this Ordinance and to redeem the Redeemed Bonds in accordance with the provisions and requirements of said Bonds.

PASSED AND APPROVED ON JULY 23, 2026.

_____	_____
City Secretary; City of College Station	Mayor; City of College Station

The persons named below were, on the date of authorization of the Certificates, the duly elected and qualified incumbents of the offices of the City set opposite their respective names, and the signatures below are the genuine signatures of said officers. By signing below, such officers hereby evidence their lawful signatures, adopt same as facsimiles for the purpose of executing the Certificates and attest to the truthfulness of the foregoing certifications.

SIGNATURE	NAME	TITLE
_____	John Nichols	Mayor
_____	Tanya D. Smith	City Secretary
_____	Jeff Kersten	Assistant City Manager/Chief Financial Officer

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this ____ day of July 2026.

_____
Notary Public

(Notary Seal)

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the City, attested by the manual or facsimile signature of the City Secretary or Deputy City Secretary, and the official seal of the City has been duly affixed to, or impressed, or placed in facsimile, on this Certificate.

City Secretary	Mayor

(CITY SEAL)

July 23, 2026
Item No. 9.3.
2014 GOB Defeasance

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance authorizing the redemption of a portion of the City of College Station General Obligation Improvement & Refunding Bonds, Series 2014 and approving a related escrow agreement.

Relationship to Strategic Goals:
Financially Sustainable City

Recommendation(s): Staff recommends council's approval of the ordinance authorizing the redemption of a portion of the City of College Station General Obligation Improvement & Refunding Bonds, Series 2014 and approving a related escrow agreement.

Summary: The city takes an active approach in managing our debt service obligations and looks for ways to reduce this obligation. The city uses refunding bonds to refinance eligible bonds and, when available, cash to defease or payoff early eligible bonds. Constant evaluation of the interest rate market and available funds is done to identify opportunities to reduce our debt service obligation and maintain a consistent debt service rate.

Each new issue bond becomes callable or available to payoff early after 10 years from its issuance. By defensing the 2014 Series General Obligation Improvements and Refunding Bonds, this will save the city a cashflow of $902,109 over the life of the bonds and represents a net present value savings of 5.53% compared to the opportunity cost of the funds used to defease.

Budget & Financial Summary: This planned defeasance was forecasted in our 5-year Debt Service Fund forecast during the FY26 budget.

Attachments:
1. Ordinance Redeeming Outstanding Bonds (COCS) (ver 1)
2. July 23 Signature Pages

ORDINANCE AUTHORIZING THE REDEMPTION OF A PORTION OF CITY OF COLLEGE STATION GENERAL OBLIGATION IMPROVEMENT & REFUNDING BONDS, SERIES 2014 AND APPROVING A RELATED ESCROW AGREEMENT

WHEREAS, City of College Station (the "*City*") has issued its City of College Station General Obligation Improvement & Refunding Bonds, Series 2014 (the "*Bonds*");

WHEREAS, the Bonds maturing on or after February 15, 2025 are subject to redemption prior to stated maturity, at the option of the City, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof, on February 15, 2024, or any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption;

WHEREAS, this City Council of the City finds and determines that it is necessary and in the best interests of the City to use excess interest and sinking fund tax collections to redeem a portion of the Bonds, thus reducing the total dollar amount of debt service paid over the original life of the Bonds; and

WHEREAS, the City is authorized to deposit any available funds or resources, directly with a trust company or commercial bank that does not act as a depository for the City to make financial arrangements for the final payment of its outstanding bonds; and

WHEREAS, the ordinance that authorized the issuance of the Bonds provides that notice of redemption of the Bonds shall be mailed to the registered owners thereof at least thirty days prior to the redemption date; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. The City hereby exercises its option to redeem a portion of the Bonds on December 15, 2026 (the "*Redemption Date*") in the principal amounts as shown below. The Bonds below constitute the "*Redeemed Bonds*":

Maturity Date	Principal Amount Outstanding	Principal Amount Redeemed	CUSIP	Redemption Date
02/15/2027	$695,000	$695,000	194469CF7	100%
02/15/2028	$720,000	$720,000	194469CG5	100%
02/15/2029	$750,000	$750,000	194469CH3	100%
02/15/2030	$780,000	$780,000	194469CJ9	100%
02/15/2031	$810,000	$810,000	194469CK6	100%
02/15/2032	$840,000	$840,000	194469CL4	100%
02/15/2033	$870,000	$870,000	194469CM2	100%
02/15/2034	$900,000	$900,000	194469CN0	100%

Section 2. On or before December 15, 2026, the City shall deposit with or make available to The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "*Paying Agent/Registrar*"), funds in an amount sufficient to pay the redemption price of the portion of the Redeemed Bonds called for redemption on the Redemption Date. The Redemption Price for the Redeemed Bonds is $6,444,541.67 being $6,365,000.00 in principal amount and $79,541.67 in accrued but unpaid interest.

Section 3. The Redeemed Bonds called for redemption shall be presented for redemption and payment to the Paying Agent/Registrar in accordance with a notice of redemption and shall not bear interest after the Redemption Date. The Paying Agent/Registrar is hereby authorized and directed to disseminate a notice of redemption to be mailed by the Paying Agent/Registrar at least thirty days prior to the Redemption Date by United States mail, first-class postage prepaid, to the registered owner of each Redeemed Bond to be redeemed at its address as it appeared on the day such notice of redemption is mailed and to major securities depositories, national bond rating agencies, MSRB Electronic Municipal Market Access, and bond information services.

Section 4. The City Manager and Assistant City Manager/CFO (each an "*Authorized Officer*") of the City is further authorized to enter into and execute on behalf of the City with the escrow agent named therein, an escrow agreement, which escrow agreement will provide for the escrow of the funds until needed only to pay the Redeemed Bonds so called for redemption plus accrued but unpaid interest. Each Authorized Officer is authorized to purchase such securities in the escrow fund under the escrow agreement, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the escrow agreement. The City may obtain, at its sole discretion, a report or certificate verifying that any investments purchased under the escrow fund will mature and pay interest in such amounts which, together with any uninvested funds in the escrow fund, will be sufficient to pay, when due, the principal of and interest on the Redeemed Bonds.

Section 5. Each Authorized Officer are hereby authorized and directed to take such actions and to execute and deliver such documents, certificates and receipts, including without limitation notice of redemption and material events notices with respect to the Redeemed Bonds, as necessary or appropriate to consummate the transactions authorized by this Ordinance and to redeem the Redeemed Bonds in accordance with the provisions and requirements of said Bonds.

PASSED AND APPROVED ON JULY 23, 2026.

_____	_____
City Secretary; City of College Station	Mayor; City of College Station

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of November [], 2026 (the ***Agreement***) is entered into by and between the City of College Station (the ***Issuer***) and The Bank Of New York Mellon Trust Company, N.A., Dallas, Texas, as escrow agent (the ***Escrow Agent***). The addresses of the Issuer and the Escrow Agent are shown on **Exhibit A** attached hereto and made a part hereof.

W I T N E S S E T H:

WHEREAS, the Issuer heretofore issued and there presently remain outstanding the obligations (the ***Refunded Obligations***) described in **Exhibit B** attached hereto and made a part hereof; and

WHEREAS, the Refunded Obligations are scheduled to be payable at such times and in such amounts as are set forth in **Exhibit C** attached hereto and made a part hereof; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

WHEREAS, Chapter 1207, Texas Government Code (***Chapter 1207***), authorizes the Issuer to deposit an amount of money sufficient to provide for the payment or redemption of the Refunded Obligations to be paid or redeemed in whole or in part without issuing refunding bonds, directly with a paying agent for any of the obligations to be refunded, paid, or redeemed, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with any Paying Agent for any of the Refunded Obligations, or a trust company or commercial bank that does not act as a depository for the Issuer, with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such Paying Agent, trust company or commercial bank may agree, provided that such deposits may be invested only in obligations described in Section 1207.062 of Chapter 1207, which obligations may be in book entry form, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Obligations when due; and

WHEREAS, the Escrow Agent is a paying agent for the Refunded Obligations, and this Agreement constitutes an escrow agreement of the kind authorized and required by said Chapter 1207; and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the Paying Agents for the Refunded Obligations the amounts required to provide for the payment of the principal of and interest on such obligations

when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement; and

WHEREAS, the Issuer has on hand available funds which shall be deposited to the credit of the Escrow Fund created pursuant to the terms of this Agreement; and

WHEREAS, the cash balances from time to time on deposit in the Escrow Fund will be sufficient to pay interest on the Refunded Obligations as it accrues and becomes payable and the principal of the Refunded Obligations on their maturity dates or dates of redemption; and

WHEREAS, to facilitate the payment of the principal of and interest on the Refunded Obligations, and to facilitate receipt and transfer of proceeds of the Escrow Fund, the Issuer desires to establish the Escrow Fund at the principal corporate trust office of the Escrow Agent; and

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby are acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Obligations, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

Code means the Internal Revenue Code of 1986, as amended, or to the extent applicable the Internal Revenue Code of 1954, together with any other applicable provisions of any successor federal income tax laws.

Escrow Fund means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

Escrowed Securities means, subject to any restrictions set forth in any order, ordinance or resolution of the Issuer authorizing the issuance of the Refunded Obligations, the obligations permitted by Section 1207.062 of Chapter 1207 or cash or other obligations permitted by Section 1207.062 of Chapter 1207 substituted therefor pursuant to Article IV of this Agreement.

Paying Agent means, with respect to the Refunded Obligations, The Bank of New York Mellon Trust Company, N.A., as paying agent/registrar therefor.

Section 1.02. Other Definitions. The terms ***Agreement***, ***Issuer***, ***Escrow Agent*** and ***Refunded Obligations***, when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the early retirement of the Refunded Obligations in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS

Section 2.01. Deposits in the Escrow Fund. On or before December 14, 2026, the Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds described in **Exhibit D** attached hereto and made a part hereof, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the City of College Station Series 2026 Escrow Fund (the ***Escrow Fund***). The Escrow Agent hereby agrees that upon receipt thereof it will irrevocably deposit to the credit of the Escrow Fund the funds described in **Exhibit D**. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Obligations, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund and make available to the Paying Agent for the Refunded Obligations, the amounts required to pay the principal of and interest on the Refunded Obligations at their redemption date and interest thereon to such redemption date.

Section 3.03. Sufficiency of Escrow Fund. The Issuer represents that the cash balances in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Refunded Obligations as such interest comes due and the principal of the Refunded Obligations as the Refunded Obligations mature or are subject to redemption, all as more fully set forth in **Exhibit E** attached hereto and made a part hereof. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by each

Paying Agent for the Refunded Obligations to make the payments set forth in Section 3.02 hereof, the Issuer shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given as promptly as practicable as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the Issuer's failure to make additional deposits thereto.

Section 3.04. Trust Fund. The Escrow Agent shall hold at all times the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. Uninvested cash and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Obligations shall be entitled to the same preferred claim and first lien upon the Escrow Fund to which they are entitled as owners of the Refunded Obligations. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured with securities or obligations that are eligible under the laws of the State of Texas, having a market value at least equal to such cash balances.

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.01. General Limitations. Except as provided in Section 4.02 and 4.03, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of any Escrowed Securities, or to sell, transfer or otherwise dispose of Escrowed Securities.

Section 4.02. Substitutions and Investments. At the written direction of the Issuer, the Escrow Agent shall invest cash balances in the Escrow Fund, make substitutions of Escrowed Securities or redeem any Escrowed Securities and reinvest the proceeds thereof or hold such proceeds as cash, together with other moneys or securities held in the Escrow Fund provided that the Issuer delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that after such substitution, investment or reinvestment the principal amount of the securities in the Escrow Fund (which shall be noncallable, not pre-payable obligations described in Section 1207.062 of Chapter 1207, subject to any restrictions set forth in any order, ordinance or

resolution of the Issuer authorizing the issuance of the Refunded Obligations), together with the interest thereon and other available moneys in the Escrow Fund, will be sufficient to pay, without further investment or reinvestment, as the same become due, the principal of, interest on and premium, if any, on the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution, investment or reinvestment will not cause the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 103 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Refunded Obligations subject to federal income taxation, and (b) such substitution, investment or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the explicit written direction of the Issuer.

Section 4.03. Reinvestment of Certain Cash Balances in Escrow by Escrow Agent. The Escrow Agent shall, at the written direction of the Issuer, reinvest cash balances in the Escrow Fund in United States Treasury Certificates of Indebtedness, Notes or Bonds - State and Local Government Series with an interest rate equal to zero percent (0%) (the ***Zero SLGs***) to the extent such obligations are available from the Department of Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on any Escrowed Securities.

Section 4.04. Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunded Obligations to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V

APPLICATION OF CASH BALANCES

Section 5.01. In General. Except as provided in Sections 3.01, 3.02, 4.02 and 4.03 hereof, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

ARTICLE VI

RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Refunded Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund and transfers from the Escrow Fund for payments on the Refunded Obligations or otherwise, together with a detailed statement of any Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII

CONCERNING THE PAYING AGENTS AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. (a) The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Obligations shall be limited to the cash balances and any proceeds of the Escrowed Securities from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the Issuer as promptly as practicable of any such occurrence.

(b) The recitals herein and in the proceedings authorizing the Refunded Obligations shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Refunded Obligations and is not responsible for nor bound by any of the provisions

thereof. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

(c) The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

(d) It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

(e) The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or willful misconduct.

(f) Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

(g) The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods (***Electronic Communication***), provided, however, that the Issuer shall provide to the Escrow Agent an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Escrow Agent instructions by Electronic Communication and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's reasonable understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions. The Issuer agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, and the risk or interception and misuse by third parties.

(h) The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through its agents or attorneys.

(i) The Escrow Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, written investment direction, statement, instrument, opinion, notice or other paper or document believed by it to be genuine and to have been signed or presented by the proper party.

(j) To the extent permitted by law, the Issuer agrees to indemnify the Escrow Agent, its officers, directors, employees and agents for, and hold them harmless against, any loss, liability, or expense incurred without negligence or bad faith on their part arising out of or in connection with its acceptance or administration of the Escrow Agent's duties under this Agreement, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. The foregoing indemnification shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent.

(k) The Escrow Agent may consult with counsel and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it in accordance with such advice in the absence of any fraud or negligence on the part of the Escrow Agent

Section 7.03. Compensation. (a) Concurrently with the initial deposit to the Escrow Fund, the Issuer shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement, the amount set forth in **Exhibit F**, attached hereto and made a part hereof, the sufficiency of which is hereby acknowledged by the Escrow Agent. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) The Issuer covenants to timely pay for all future paying agency services of the Paying Agent for the Refunded Obligations in accordance with the paying agent fee schedule now in effect through the final payment of the Refunded Obligations. Additionally, the Paying Agent has agreed to look only to the Issuer for the payment of such fees and reimbursement of such expenses, and for the benefit of the registered owners of the Refunded Obligations, to perform the services as Paying Agent without regard to the future payment of such fees and expenses. The Paying Agent shall in no event assert any claim or lien against the Escrow Fund for any fees for their services, whether regular or extraordinary, as Paying Agent, or in any other capacity, or for reimbursement for any of its expenses.

Section 7.04. Notice of Redemption of Refunded Obligations. The Escrow Agent serves as Paying Agent/Registrar for the Refunded Obligations. Not less than thirty days prior to the Redemption Date for the Refunded Obligations, the Escrow Agent will give the notice of redemption to the registered holders of the Refunded Obligations in accordance with the order authorizing the issuance of the Refunded Obligations. The Bank hereby acknowledges and represents that no amounts are due to it under the Paying Agent/Registrar Agreement pertaining to the Refunded Obligations and that the Bank will not apply funds from any fund established for the Refunded Obligations for the payment of any fees owed to the Bank.

Section 7.05 Successor Escrow Agents. (a) If at any time the Escrow Agent or its legal successor or successors should become unable, through operation or law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If a successor Escrow Agent has not been appointed within 60 days from the date the Escrow Agent submits its notice of resignation, the Escrow Agent may, at the expense of the Issuer, petition a court of competent jurisdiction to have a successor appointed. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

(b) Any successor Escrow Agent shall be: (i) a corporation, bank or banking association organized and doing business under the laws of the United States or the State of Texas; (ii) be authorized under such laws to exercise corporate trust powers; (iii) be authorized under Texas law to act as an escrow agent; (iv) have its principal office and place of business in the State of Texas; (v) have a combined capital and surplus of at least $5,000,000; and (vi) be subject to the supervision or examination by Federal or State authority.

(c) Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

(d) The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than sixty (60) days' written notice to the Issuer. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Refunded Obligations or by the Issuer as herein provided and such successor Escrow Agent shall be an entity authorized by law to serve as an escrow agent and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

(e) Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on **Exhibit A** attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof. Prior written notice of any amendment to this Agreement contemplated pursuant to Section 8.08 and immediate written notice of any incidence of a severance pursuant to Section 8.04 shall be sent to the Municipal Securities Rulemaking Board.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Refunded Obligations or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in **Exhibit D**, together with the specific sums stated in subsection (a) of Section 7.03 for Escrow Agent and paying agency fees, expenses, and services.

Section 8.08. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Obligations.

Section 8.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all counterparts shall together constitute one and the same instrument.

Section 8.10. Miscellaneous. The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Covered Verifications"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary. Notwithstanding anything in this Agreement to the contrary, the Issuer reserved and retains all rights and remedies at law and equity for pursuit and recovery of damages, if any. Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of the agreement until the statute of limitations has run.

(a) Not a Sanctioned Company. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Bank hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Texas Government Code, as amended.

(c) No Discrimination Against Firearm Entities. The Bank hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Texas Government Code, as amended.

(d) No Boycott of Energy Companies. The Bank hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Texas Government Code, as amended.

(Execution Page Follows)

EXECUTED as of the date first written above.

THE CITY OF COLLEGE STATION

By: _____
Jeff Kersten
Assistant City Manager / CFO

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: _____

Title: _____

INDEX TO EXHIBITS

Exhibit A	Addresses of the Issuer and Escrow Agent
Exhibit B	Schedule of Refunded Obligations
Exhibit C	Schedule of Debt Service on Refunded Obligations
Exhibit D	Escrow Deposit
Exhibit E	Escrow Fund Cash Flow
Exhibit F	Escrow Agent Fees

EXHIBIT A

ADDRESSES OF THE ISSUER AND ESCROW AGENT

ISSUER

The City of College Station
Attn: Finance Department
1101 Texas Ave.
College Station TX 77842

ESCROW AGENT

The Bank of New York Mellon Trust Company, N.A.
Attn: Corporate Trust Services
2001 Bryan Street, 10th Floor
Dallas, TX 75201

EXHIBIT B

SCHEDULE OF REFUNDED OBLIGATIONS

City of College Station General Obligation Improvement & Refunding Bonds, Series 2014

Maturity Date	Principal Amount Outstanding	Principal Amount Redeemed	CUSIP	Redemption Date
02/15/2027	$695,000	$695,000	194469CF7	100%
02/15/2028	$720,000	$720,000	194469CG5	100%
02/15/2029	$750,000	$750,000	194469CH3	100%
02/15/2030	$780,000	$780,000	194469CJ9	100%
02/15/2031	$810,000	$810,000	194469CK6	100%
02/15/2032	$840,000	$840,000	194469CL4	100%
02/15/2033	$870,000	$870,000	194469CM2	100%
02/15/2034	$900,000	$900,000	194469CN0	100%

EXHIBIT C

SCHEDULE OF DEBT SERVICE ON REFUNDED OBLIGATIONS

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2027	695,000	4.000%	224,725.00	919,725.00
09/30/2028	720,000	4.000%	196,425.00	916,425.00
09/30/2029	750,000	4.000%	167,025.00	917,025.00
09/30/2030	780,000	4.000%	136,425.00	916,425.00
09/30/2031	810,000	3.500%	106,650.00	916,650.00
09/30/2032	840,000	3.500%	77,775.00	917,775.00
09/30/2033	870,000	3.500%	47,850.00	917,850.00
09/30/2034	900,000	3.625%	16,312.50	916,312.50
	6,365,000		973,187.50	7,338,187.50

EXHIBIT D

ESCROW DEPOSIT [1]

Deposit with Respect to the Refunded Obligations:

The sum of $6,430,078.00 shall be deposited with the Escrow Agent on November 12, 2026 from available funds to purchase the following securities:

Security Type	Principal Amount	Interest Rate	Maturity Date
SLGS	[]		
	[]		

The sum of $[] deposited with the Escrow Agent shall remain uninvested in cash and shall be used to redeem the Refunded Bonds, on the date shown in Exhibit B hereto.

(1) Preliminary, subject to being finalized during escrow pricing.

EXHIBIT E

ESCROW FUND CASH FLOW [1]

Date	Principal	Interest	Net Escrow Receipts	Present Value to 11/12/2026 @ 2.4660631%
12/15/2026	6,430,078.00	14,462.92	6,444,540.92	6,430,078.00
	6,430,078.00	14,462.92	6,444,540.92	6,430,078.00

(1) Preliminary, subject to being finalized during escrow pricing.

EXHIBIT F

ESCROW AGENT FEES

(Please see attached)

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
BRAZOS COUNTY §
CITY OF COLLEGE STATION, TEXAS §

We, the undersigned officers of the City Council of the City of College Station, Texas hereby certify as follows:

1. The City Council convened in a regular meeting on July 23, 2026 at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to wit:

John Nichols, Mayor	Mark Smith, Place 1 Councilman
William Wright, Place 2 Councilman	David White, Place 3 Councilman
Melissa Mcllhaney; Place 4 Councilwoman	Bob Yancy, Place 5 Councilman
Scott Shafer, Place 6 Councilman	

and all of the above persons were present, except _____, thus constituting a quorum. Whereupon, among other business the following was transacted at the Meeting: a written Ordinance entitled

ORDINANCE AUTHORIZING THE ISSUANCE OF CERTIFICATES OF OBLIGATION; DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE CERTIFICATES; APPROVING AND AUTHORIZING AN OFFICIAL STATEMENT AND INSTRUMENTS AND PROCEDURES RELATING TO SAID CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried, with all members of the City Council shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Ordinance has been duly recorded in the Council's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; and that the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given all as required by the Texas Government Code, Chapter 551.

3. The Mayor of the City Council has approved and hereby approves the Ordinance; and the Mayor and the City Secretary of the City hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON JULY 23, 2026

Tanya D. Smith City Secretary	John Nichols Mayor

(CITY SEAL)

Section 2. On or before December 15, 2026, the City shall deposit with or make available to The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "*Paying Agent/Registrar*"), funds in an amount sufficient to pay the redemption price of the portion of the Redeemed Bonds called for redemption on the Redemption Date. The Redemption Price for the Redeemed Bonds is $6,444,541.67 being $6,365,000.00 in principal amount and $79,541.67 in accrued but unpaid interest.

Section 3. The Redeemed Bonds called for redemption shall be presented for redemption and payment to the Paying Agent/Registrar in accordance with a notice of redemption and shall not bear interest after the Redemption Date. The Paying Agent/Registrar is hereby authorized and directed to disseminate a notice of redemption to be mailed by the Paying Agent/Registrar at least thirty days prior to the Redemption Date by United States mail, first-class postage prepaid, to the registered owner of each Redeemed Bond to be redeemed at its address as it appeared on the day such notice of redemption is mailed and to major securities depositories, national bond rating agencies, MSRB Electronic Municipal Market Access, and bond information services.

Section 4. The City Manager and Assistant City Manager/CFO (each an "*Authorized Officer*") of the City is further authorized to enter into and execute on behalf of the City with the escrow agent named therein, an escrow agreement, which escrow agreement will provide for the escrow of the funds until needed only to pay the Redeemed Bonds so called for redemption plus accrued but unpaid interest. Each Authorized Officer is authorized to purchase such securities in the escrow fund under the escrow agreement, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the escrow agreement. The City may obtain, at its sole discretion, a report or certificate verifying that any investments purchased under the escrow fund will mature and pay interest in such amounts which, together with any uninvested funds in the escrow fund, will be sufficient to pay, when due, the principal of and interest on the Redeemed Bonds.

Section 5. Each Authorized Officer are hereby authorized and directed to take such actions and to execute and deliver such documents, certificates and receipts, including without limitation notice of redemption and material events notices with respect to the Redeemed Bonds, as necessary or appropriate to consummate the transactions authorized by this Ordinance and to redeem the Redeemed Bonds in accordance with the provisions and requirements of said Bonds.

PASSED AND APPROVED ON JULY 23, 2026.

_____	_____
City Secretary; City of College Station	Mayor; City of College Station

The persons named below were, on the date of authorization of the Certificates, the duly elected and qualified incumbents of the offices of the City set opposite their respective names, and the signatures below are the genuine signatures of said officers. By signing below, such officers hereby evidence their lawful signatures, adopt same as facsimiles for the purpose of executing the Certificates and attest to the truthfulness of the foregoing certifications.

SIGNATURE	NAME	TITLE
_____	John Nichols	Mayor
_____	Tanya D. Smith	City Secretary
_____	Jeff Kersten	Assistant City Manager/Chief Financial Officer

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this ____ day of July 2026.

_____
Notary Public

(Notary Seal)

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the City, attested by the manual or facsimile signature of the City Secretary or Deputy City Secretary, and the official seal of the City has been duly affixed to, or impressed, or placed in facsimile, on this Certificate.

City Secretary	Mayor

(CITY SEAL)

July 23, 2026
Item No. 9.4.
Eminent Domain: Pompa - Rock Prairie Road East Widening Project

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

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution of the City Council of the City of College Station, Texas, determining that Right of Way is needed and needs to be acquired from the landowner for the Rock Prairie East widening project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the condemnation resolution.

Summary: This project will widen Rock Prairie East from Town Lake Drive to William D. Fitch Parkway, transforming the two-lane asphalt roadway into a three-lane concrete roadway with separated bike lanes and sidewalks along each side. In addition, the project will include storm sewer and street lighting.

Budget & Financial Summary: The Pompa tract was appraised by Allen, Williford & Seale, Inc. for $11,366 for the fee simple interest for right of way. The City has not received a response to its previous offer letters or its current letter. A budget of $26,600,000 is available in the Streets Capital Improvement Projects Fund. A total of $1,922,741 has been expended or committed to date leaving a balance of $24,677,259 for this item and remaining project expenses.

Attachments:
1. Resolution-Pompa w Exhibit A
2. Pompa Proposed ROW Map

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING THAT A FEE SIMPLE INTEREST CONTAINING APPROXIMATELY 0.093 ACRES OF LAND IS NEEDED AND NEEDS TO BE ACQUIRED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ROCK PRAIRIE ROAD EAST AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS.

WHEREAS, the City Council of the City of College Station now finds and determines that public convenience and necessity requires the City of College Station to acquire a fee simple interest in a tract of land totaling approximately 0.093 acre for the public purpose of the construction, maintenance and operation of Rock Prairie Road East. A more specific description of said fee simple interest is attached hereto as **Exhibit A** and made a part hereof ("Land"); and

WHEREAS, the City of College Station, through its duly authorized representatives, has negotiated or has made attempts to negotiate with the owner of the Land for the purchase of the Land for the purpose stated herein and has been unable to agree with such owner as to the fair cash market value thereof and damages, if any, to obtain the necessary property rights required by the City of College Station; and

WHEREAS, the City Council of the City of College Station has authorized the City Manager and the City Attorney or their designees to make initial and final written offers to the owner of the Land for the purchase of the same based upon its appraised value, and such offer has been or will be made; now therefore,

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

Section 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

Section 2. The City Council of the City of College Station finds that, in compliance with Chapter 21 of the Texas Property Code, an initial offer will be or has been made in good faith by duly authorized representatives of the City for acquisition of a fee simple tract of Land, and that said offer may be rejected by the landowner. A final offer will be or has been made in good faith to the owner of the Land after the initial offer. Should that final offer be rejected and good faith negotiations fail, the only way for the City of College Station to acquire such interest in the Land will be through the filing of eminent domain proceedings.

Section 3. The City Council hereby finds and determines that a public use and necessity exists for the City of College Station to construct, maintain and widen Rock Prairie Road East and to acquire the necessary property rights in the Land as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 4. Only if the good faith negotiations fail and the final offer be rejected by the owner of the Land, the City Attorney, or his designee, is hereby authorized to bring eminent domain proceedings on behalf of the City of College Station under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, as amended, Chapter 21 of the Texas Property Code, or by any other provision of law, against the owner or owners of the Land.

PASSED, APPROVED, AND RESOLVED this _____ day of _____, 202___.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

EXHIBIT A

BASELINE | DCCM

Rock Prairie Road East
Proposed Right-of-Way Parcel
Pompa tract
Thomas Caruthers league, A-9
College Station, Texas
October 2023

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers league, abstract no. 9, in College Station, Brazos County, Texas, being a part of that 1.41 acre tract conveyed to Roger Pompa and wife, Nancy Pompa by deed recorded in volume 448, page 236 of the Deed Records of Brazos County, Texas, being a tract of land contiguous with the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a 1/2" iron rod found at the southwest corner of the said Pompa tract in the said northeast line of Rock Prairie Road, also being the southeast corner of that 11.0 acre "First Tract" conveyed to Mary B. Bradley, trustee by deed recorded in volume 4108, page 223, and the southeast corner of that 0.303 acre right-of-way parcel out of the 11.0 acre tract described in the deed to the City of College Station recorded in volume 11993, page 135, of the Official Public Records of Brazos County, Texas, from where City of College Station GPS control monument no. 148 bears N 17° 57' 09" E – 1372.2 feet;

Thence N 35° 50' 30" E – 31.00 feet, along the line between the said Pompa and Bradley tracts, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for the northwest corner of this tract and northeast corner of said 0.303 acre parcel, from where a 1/2" iron rod found marking the most northerly corner of the Pompa tract bears N 35° 48' 53" E – 483.7 feet, and a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set in 2007 bears N 36°E – 2.7 feet;

Thence S 76° 28' 02" E – 140.63 feet, through the said Pompa tract, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for the northeast corner of this tract in the line between the said Pompa tract and that 10.02 acre tract conveyed to Linda Praytor by deed recorded in volume 10018, page 74, also being the northwest corner of that 0.298 acre right-of-way parcel out of the 10.02 acre tract described in the deed to the City of College Station recorded in volume 11915, page 260, of the Official Public Records of Brazos County, Texas, from where a 3/8" iron rod found marking the northeast corner of the Pompa tract bears N 35° 46' 07"E – 396.7 feet, and a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set in 2007 bears N 36°E – 2.7 feet;

Thence S 35° 50' 11" W – 31.19 feet, along the line between the said Pompa and Praytor tracts to their common corner in the northeast line of the existing prescriptive right-of-way of Rock Prairie Road, from where a 1/2" iron rod was found S 76° 23' 42" E – 450.7 feet at the southeast corner of said Praytor tract and 0.298 acre parcel, and a 1/2" iron rod found with a yellow plastic cap stamped "KERR 4502" bears S 39°E – 0.7 feet;

Thence N 76° 23' 42" W – 140.56 feet, along the southwest line of the said Pompa tract and said northeast line of Rock Prairie Road, to the Point of Beginning and containing 4,045 square feet (0.093 acre) of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 datum, based GPS observations checked to City of College Station GPS control monument no. 148 and no. 130 (N 89° 35' 04" W).

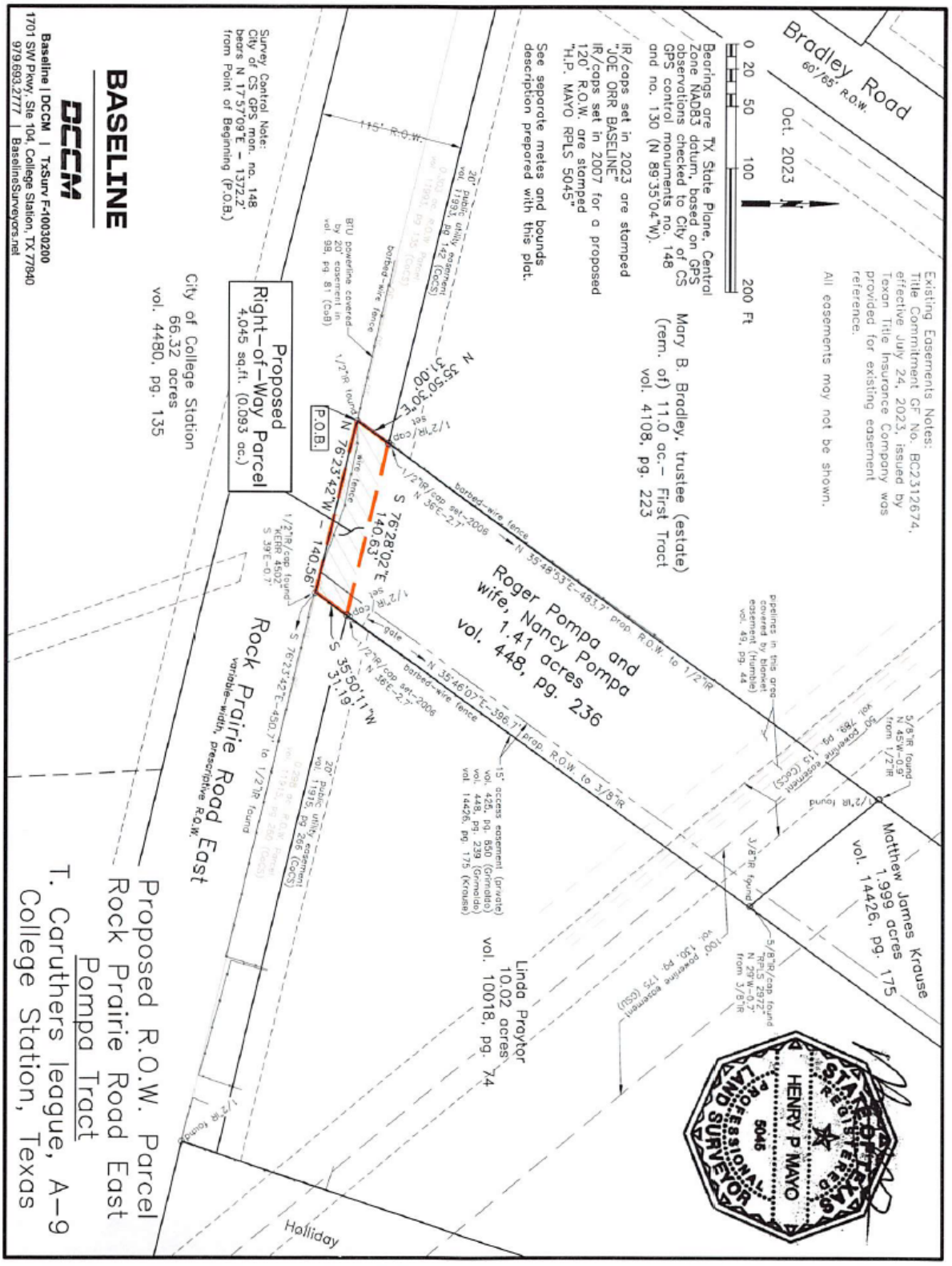
See attached survey plat dated October 2023.

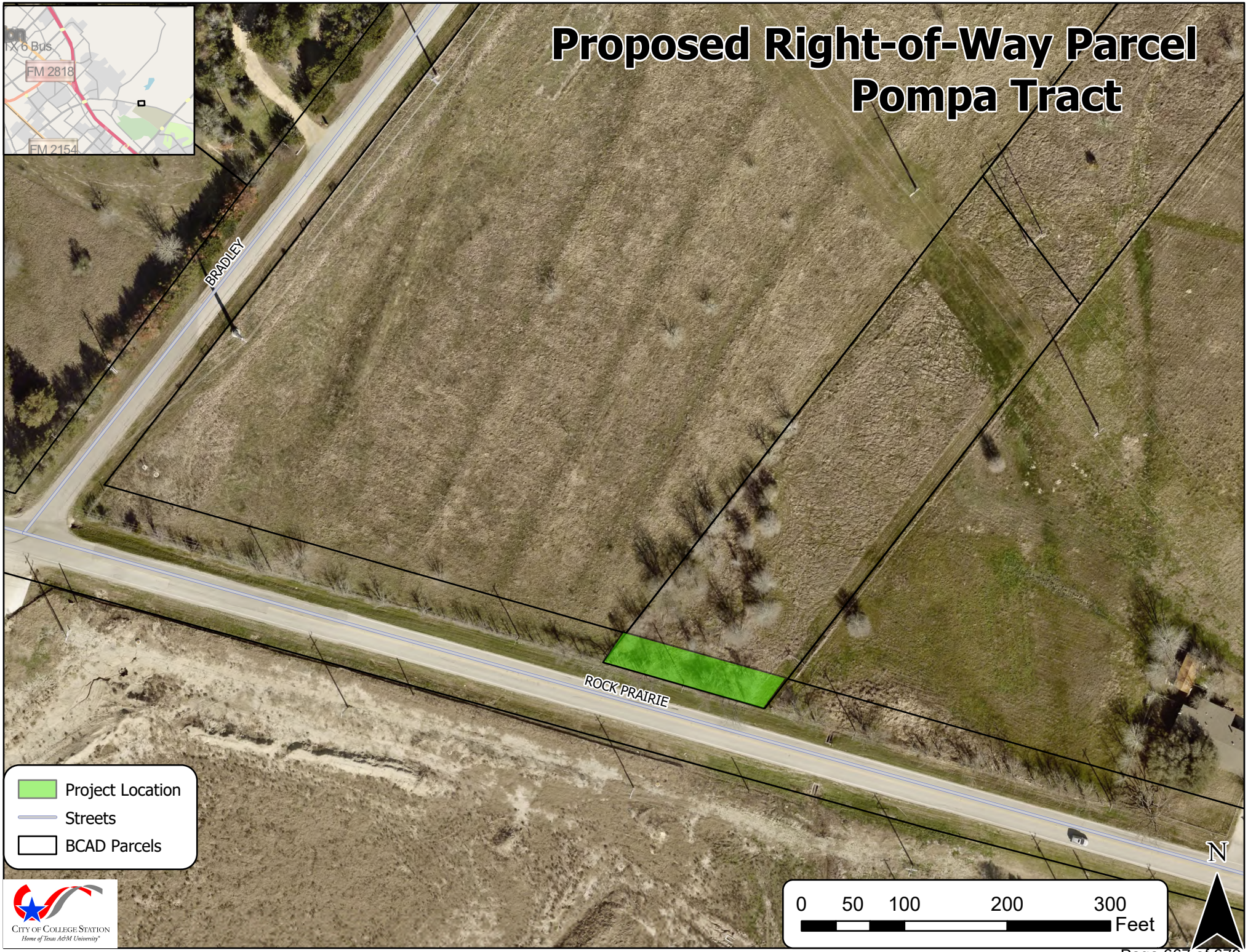
STATE OF TEXAS
REGISTERED
HENRY P MAYO
5045
PROFESSIONAL
LAND SURVEYOR

Proposed R.O.W. Parcel — Pompa tract — Page 1 of 1

1701 Southwest Parkway, Suite 104, College Station, Texas 77840 | 979.693.2777 | TxSurv F-10030200 | BaselineSurveyors.net

EXHIBIT A


Bradley Road
60'/65' R.O.W.
Oct. 2023
0 20 50 100 200 Ft
Bearings are TX State Plane, Central Zone NAD83 datum, based on GPS observations checked to City of CS GPS control monuments no. 148 and no. 130 (N 89°35'04"W).
IR/caps set in 2023 are stamped "JOE ORR BASELINE"
IR/caps set in 2007 for a proposed 120' R.O.W. are stamped "H.P. MAYO RPLS 5045"
See separate metes and bounds description prepared with this plat.
Existing Easements Notes:
Title Commitment GF No. BC2312674, effective July 24, 2023, issued by Texan Title Insurance Company was provided for existing easement reference.
All easements may not be shown.
Mary B. Bradley, trustee (estate) (rem. of) 11.0 ac.– First Tract vol. 4108, pg. 223
Survey Control Note: City of CS GPS mon. no. 148 bears N 17°57'09"E – 1372.2' from Point of Beginning (P.O.B.)
Proposed Right-of-Way Parcel 4,045 sq.ft. (0.093 ac.)
P.O.B.
N 76°23'42"W – 140.56'
S 76°28'02"E 140.63'
N 35°50'30"E 31.00'
S 35°50'11"W 31.19'
Roger Pompa and wife, Nancy Pompa 1.41 acres vol. 448, pg. 236
Matthew James Krause 1.999 acres vol. 14426, pg. 175
Linda Praytor 10.02 acres vol. 10018, pg. 74
City of College Station 66.32 acres vol. 4480, pg. 135
Rock Prairie Road East
variable-width, prescriptive R.O.W.
Holliday
STATE OF TEXAS
REGISTERED
HENRY P MAYO
5045
PROFESSIONAL
LAND SURVEYOR
BASELINE
DCCM
Baseline | DCCM | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | BaselineSurveyors.net
Proposed R.O.W. Parcel
Rock Prairie Road East
Pompa Tract
T. Caruthers league, A-9
College Station, Texas


Proposed Right-of-Way Parcel
Pompa Tract
FM 2818
FM 2154
BRADLEY
ROCK PRAIRIE
Project Location
Streets
BCAD Parcels
0 50 100 200 300
Feet
N
City of College Station
Home of Texas A&M University®

July 23, 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 July 28th thru August 13th:

July 28 - Seminar Supper - Your City, Your Budget: How We Fund What Matters
July 30 - Business After Hours
July 30-31 - TML TAMCC Newly Elected City Officials' Orientation
July 31 - IFAC Meeting
July 31 - Games of Texas Opening Ceremonies
August 3 - Historic Preservation Committee Meeting
August 4 - Zoning Board of Adjustments Meeting
August 5 - Brazos County MUD No. 2 Meeting
August 5 - BVFB's 33rd Annual Feast of Caring
August 5 - Legislative Affairs Committee Meeting
August 5 - Tourism Committee Meeting
August 6 - Planning & Zoning Commission Meeting
August 7 - Brazos County Regional Mobility Authority Board Meeting
August 10 - Bicycle, Pedestrian, and Greenways Meeting
August 11 - Parks Board Meeting
August 13-14 - TML TAMCC Newly Elected City Officials' Orientation
August 13 - Rock Prairie Management District No. 2
August 13 - City Council Meeting

Budget & Financial Summary: None.

Attachments:
None

July 23, 2026
Item No. 11.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None