College Station, TX

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

November 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 College Heights Water/Wastewater Rehab Project and Phase Four of the Northeast Trunkline Project.
d. Legal advice related to an incident in the 200 block of Church Ave.

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. 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. Mayor Pro Tempore
b. Council Self Evaluation

2.4. **Security {Gov't Code Section 551.076 };**
Possible action. The City Council may deliberate the deployment, or specific occasions for implementation, of security personnel or devices or a security audit. After executive session discussion, any final action or vote taken will be in public. The following subject may be discussed:
a. Computer network vulnerability and security assessment.

2.5. **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 within the Midtown Business Park relating to baseball fields.
b. Economic development agreement regarding land generally located between Pebble Creek and Southern Pointe subdivisions.
c. Economic development agreement for a development located in the BioCorridor.
d. Economic development agreement for a development located near the intersection of I & Gn Road and South Dowling Road.
e. Economic development agreement for a development located near the intersection Texas Avenue and Live Oak Street.
f. Economic development agreement with Track Star League.

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

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

Speaker Protocol.

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

5. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker,

ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

6. Consent Agenda.

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

6.1. Presentation, discussion, and possible action of minutes for:
• November 16, 2026 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM111626 DRAFT Minutes

6.2. Presentation, discussion, and possible action on a professional services contract with Lee Engineering, not to exceed $250,000 for the Northgate Pedestrian and Bicycle Safety Study.
Sponsors: Randell Smith, Emily Fisher
Attachments: 1. 27300091--KJ (CC 11.23.26)

6.3. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Only 1 Rentals, LLC for the collection of recyclables from commercial businesses and multi-family locations.
Sponsors: Emily Fisher
Attachments: 1. Only 1 Franchise Agreement

6.4. Presentation, discussion, and possible action regarding the FY2026 Comprehensive Plan and Unified Development Ordinance (UDO) Annual Review.
Sponsors: Ashley Klein
Attachments: 1. FY26-AnnualReview

6.5. Presentation, discussion, and possible action on a Memorandum of Agreement (MOA) between the City of College Station and the Federal Emergency Management Agency (FEMA) Integrated Public Alert and Warning System (IPAWS) Program Management Office regarding the use of IPAWS OPEN Platform for Emergency Networks.
Sponsors: Richard Mann
Attachments: 1. TX City of College Station IPAWS MOA_App-4933b COG MOA

6.6. Presentation, discussion, and possible action on a construction contract with Paragon Sports Constructors, LLC. in the amount of $1,268,145 for the synthetic turf removal and installation at Veterans Park and Athletic Complex, plus the City's contingency in the amount of $126,814.50 for a total appropriation of $1,394,959.50. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.
Sponsors: Kelsey Heiden
Attachments: 1. 27300070--BW_(CC_112326)

6.7. Presentation, discussion, and possible action on approval of a Resolution authorizing a banner celebrating "A Very Merry Northgate" during the Christmas season.
Sponsors: Michael Ostrowski
Attachments: 1. Banner Resolution_2026
2. Banner Location
3. A Very Merry Northgate_Events

6.8. Presentation, discussion, and possible action on the subdivision participation and release form for the Albertons settlement regarding opioids.

Sponsors: Adam Falco
Attachments: 1. Albertsons Opioid Settlement

7. Workshop Agenda.

7.1. Presentation, discussion, and possible action on the election of Mayor Pro Tempore.
Sponsors: Tanya Smith
Attachments: None

7.2. Presentation and discussion regarding an update on the Internal Audit Office and Audit Committee.
Sponsors: Ty Elliott
Attachments: None

7.3. Presentation, discussion, and possible action regarding direction for the City-initiated Middle Housing rezoning efforts, public engagement feedback, and the Housing Plan Advisory Committee's recommendation.
Sponsors: Ashley Klein
Attachments: 1. MiddleHousing_EngagementReport_October2026

7.4. Presentation, discussion, and possible action regarding an Artificial Intelligence update from the Information Technology department.
Sponsors: Sam Rivera
Attachments: None

8. Regular Agenda.

8.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to GC General Commercial on approximately 10 acres generally located at 2201 Earl Rudder Freeway South.
Sponsors: Garrett Segraves
Attachments:
1. Rezoning Ordinance
2. Aerial and Small Area Map
3. Background Information
4. Applicant's Supporting Information
5. Rezoning Map
6. Existing Future Land Use Map
7. Rezoning Exhibit

8.2. Presentation, discussion, and possible action on a development agreement with The Station Baseball, LLC, for the development and operation of a baseball and softball complex in the Midtown Business Park.
Sponsors: Michael Ostrowski
Attachments: 1. Econ Dev - Baseball Site -EDA v4

9. 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.

10. 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)

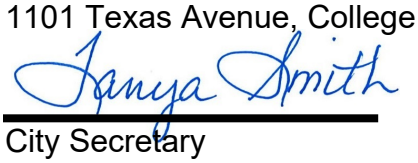
11. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

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

12. 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 November 17, 2026 at 5:00 p.m.



City Secretary

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

November 23, 2026
Item No. 6.1.
November 16th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• November 16, 2026 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM111626 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
NOVEMBER 16, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Presiding:
Bob Yancy, Mayor

Council:
Mark Smith – absent
Chandler Arden
David White
Melissa McIlhaney
Scott Shafer

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 3:00 p.m. on November 16, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Canvassing of Election.

2.1 Presentation, discussion, and possible action on Ordinance No. 2026-4727 of the City Council of the City of College Station, Texas, canvassing returns and declaring results of the general and special election, held on November 3, 2026, for the purpose of electing a Mayor, City Councilmember Place 1, a City Councilmember Place 2; and to fill a vacancy for the two year remainder of the unexpired term of office of Councilmember, Place 5. (Presentación, discusión, y posible acción acerca de una ordenanza 2026-4727 del consejo de la ciudad de College Station, Texas, para escrutar los resultados de los votos y declarando los resultados de las elecciones generales y especiales, celebrada el 3 de noviembre de 2026 con el propósito de elegir a un Alcalde, y a un Miembro del Concejo Municipal, Lugar 1, un Miembro del Concejo Municipal, Lugar 2; y para llenar una vacante por los dos aňos restantes del mandato no vencido del Miembre del Consejo, Puesto número 5.)

Tanya Smith, City Secretary, presented the results of the election to the Mayor and Council:

Mayor, a four (4) year term:

Bob Yancy	18,414
Elizabeth Cunha	12,716

City Councilmember, Place 2 a four (4) year term:

Chandler Arden	15,319
Michael Kidd	9,131

With Bob Yancy received a majority of the votes is elected to serve as Mayor; and that Chandler Arden received a majority of the votes and is elected to serve as City Councilmember, Place 2.

City Councilmember, Place 1 a four (4) year term:

Mark Smith	10,187
Howard Mayne	9,929
Roy May	5,809

City Councilmember, Place 5 a two (2) year unexpired term:

Tre Watson	12,191
Padon Holt	8,932
Valen Cepak	4,411

There was not a majority of votes to serve for City Councilmember in Place 1 and Place 5. The City Councilmember in Place 1 and Place 5 between candidates receiving the highest votes for each Place will proceed to a runoff.

City Councilmember, Place 1:
Mark Smith
Howard Mayne

City Councilmember, Place 5:
Tre Watson
Padon Holt

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember White, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2026-4727, canvassing returns and declaring results of the general and special election, held on November 3, 2026, for the purpose of electing a Mayor and City Councilmember, Place 2. The motion carried unanimously.

2.2 Issuance of Certificates of Election to elect a Mayor, and City Council Member Place 2; and administer Oaths of Offices. (Entrega de los Certificados de Elección para elegir un Alcalde, y Miembro del Concejo Municipal Lugar 2; y administrar juramentos de cargos.)

Judge Spillane administered the oath of office to Bob Yancy, Mayor, and Chandler Arden, newly elected Councilmember, Place 2.
There was not a majority of votes to serve for City Councilmember in Place 1 and Place 5. The City Councilmember in Place 1 and Place 5 between candidates receiving the highest votes for each Place will proceed to a runoff.

3. Reception

The Workshop recessed at 3:07 p.m. for a reception honoring the outgoing and newly elected officials.

4. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, §551.076-Security, and §551.087-Economic Development, Mayor Yancy and College Station City Council convened into Executive Session at 4:00 p.m. on November 16, 2026, to continue discussing matters pertaining to:

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

- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
- Hopkins v. City of College Station, et al., Civil Action No. 4:25-CV-00473, in the U.S. District Court for the Southern District of Texas, Houston Division.
- Legal advice related to an incident in the 200 block of Church Ave.
- Legal advice related to entering into a settlement agreement regarding an opioid settlement with Albertsons Companies, Inc.

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

- Approximately 8 acres of land located at 1508 Harvey Road.
- Property located within the Midtown Business Park.

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

- Council Self-Evaluation

4.4. Deliberation on deployment, or specific occasions for implementation, of security personnel or devices or a security audit; to wit:

- Security Related to City Hall and Council Chambers

4.5. 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 within the Midtown Business Park relating to baseball fields.
- Economic development agreement regarding land generally located between Pebble Creek and Southern Pointe subdivisions.
- Economic development agreement for a development located in the BioCorridor.
- Economic development agreement for a development located near the intersection of I & GN Road and South Dowling Road.

5. 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 6:20 p.m.

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

Invocation given by Matthew Winkler, College Station Fire Department.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Shafer, the City Council voted five (5) for and none (0) opposed, to approve an absence request from Councilmember Mark Smith for the November 16, 2026 City Council Meeting. The motion carried unanimously.

7. Hear Visitors.

Ivan Svchek from Bryan expressed concerns regarding automated license plate reader funding, public support, and privacy. Citing actions in other Texas cities, he requested that College Station voters decide whether to continue using automated license plate reader technology.

John Hamilton from College Station acknowledged recent police department safeguards for automated license plate readers, including reduced access, monthly search audits, and disabling the people-search feature. He requested a future Council agenda item to establish policies addressing data retention, outside-agency access, and contract compliance.

8. CONSENT ITEMS

Item *(8.5) and (8.8)* were pulled for clarification.

(8.5) Mary Ellen Leonard, Director of Finance, clarified that the fiscal year 2026 property tax roll of $85,622,040.58 is the amount certified by the Brazos County Tax Office and is required for the Tax Office to issue tax statements. She explained that the City's budget reflects approximately $84 million in anticipated property tax revenue because it includes an allowance for estimated uncollectible taxes and the percentage expected to be collected. The difference between the budgeted revenue and the certified tax roll therefore results from the calculation methodology and does not represent a substantive change from the amount previously discussed.

(8.8) Billy Couch, Police Chief, stated that the change order provides equipment for six new officers and three patrol vehicles. He clarified that the AXON contract includes periodic equipment upgrades, with replaced hardware returned to the vendor.

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.

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

- **October 22, 2026 Council Meeting**
- **November 6, 2026 Special Meeting**

8.2. Presentation, discussion, and possible action on Ordinance No. 2026-4728 ordering a Runoff Election to be held on December 12, 2026 for the purpose of electing City Council Member, Place 1, and to fill a vacancy for the two year remainder of the unexpired term of office of Councilmember, Place 5, and an interlocal government agreement with Brazos County for the conduct and management of the City of College Station Runoff Election. ***(Presentación, discusión, y posible acción sobre una ordenanza 2026-4728 que ordena una elección de la segunda vuelta que se celebrará el 12 de diciembre de 2026 con el propósito de elegir a un miembro del Concejo Municipal, Lugar 1, para cubrir una vacante durante los dos años que quedan del mandato no vencido del Concejo Municipal, Lugar 5 y un acuerdo de gobierno Interlocal con el Condado de Brazos para la conducta y el manejo de la Elección de la Segunda Vuelta de la Cuidad de College Station.)***

8.3. Presentation, discussion, and possible action on three annual Master Agreements for Professional Surveying Services with Kerr Surveying, LLC, DCCM Infrastructure, Inc, and Bowman Consulting Group Ltd., each in an amount not to exceed $50,000. Approval of this item grants authority for the City Manager to approve service orders for each project within the terms of each agreement.

8.4. Presentation, discussion, and possible action on Change Order No. 1 to the construction contract with Larry Young Paving, Inc. for the Southwest Parkway Drainage Project in the amount of $73,392.26.

8.5. Presentation, discussion, possible action on approval of the 2026 Property Tax Roll in the amount of $85,622,040.58.

8.6. Presentation, discussion, and possible action on Resolution No. 11-16-26-8.6 appointing Mr. Stephen Maldonado Jr. as a member of the Brazos Valley Groundwater Conservation District Board of Directors, subject to approval by the Brazos County Commissioners Court.

8.7. Presentation, discussion, and possible action on the Interlocal Agreement concerning the Operation of an Emergency Notification System with Brazos County and City of Bryan.

8.8. Presentation, discussion, and possible action on a change order to a ten-year AXON contract for body cameras, TASERS, digital storage, and associated reporting systems adding six (6) officers and three (3) patrol vehicles for a total increase of $222,375.07.

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

9. WORKSHOP ITEMS

9.1. Presentation, discussion, and possible action on the McCulloch Neighborhood Sign Project.

Barbara Moore, University and Community Relations Manager, explained the McCulloch neighborhood sign project is a collaboration where several city departments, CSISD, and other community members helped bring the project to fruition.

Brief Timeline

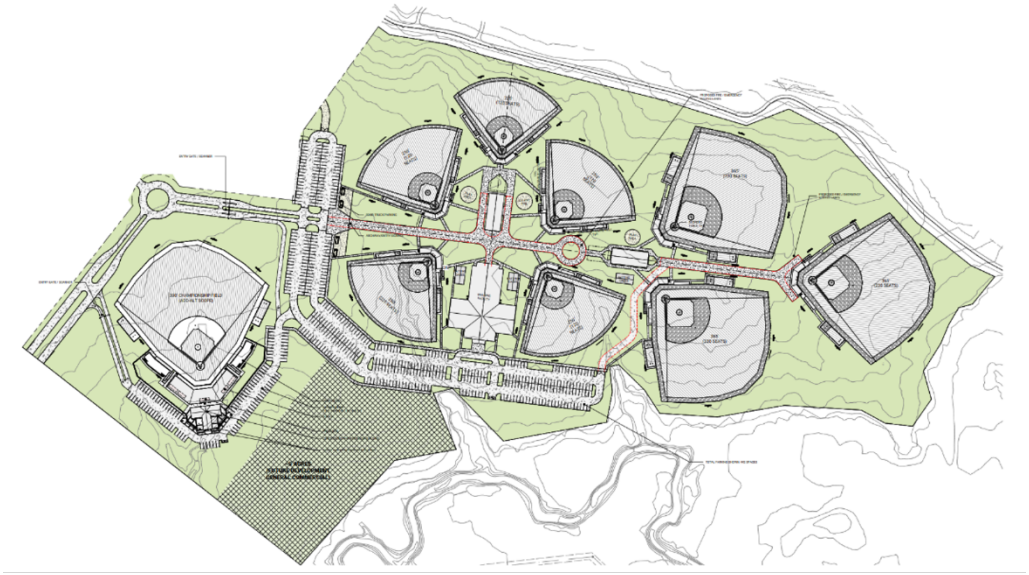
- Land purchased on the corner of Holleman and Welsh in 2019 for neighborhood gateway signage.
- Applied for and awarded a neighborhood grant in 2024-25
- Worked with local architect to design the sign.
- A&M Consolidated High School CTE Welding Class constructed the sign.
- Local surveyors assisted in getting the property surveyed for permitting.
- Planning staff assisted with the permitting process and applications.

Expected completion date

- Finishing touches on the sign will be done over the next month.
- Installation is planned for February 2027 during Black History Month.

9.2. Presentation and discussion on a proposed economic development agreement with The Station Baseball, LLC, for the development and operation of a baseball and softball complex in the Midtown Business Park.

Michael Ostrowski, Chief Development Officer, provided an overview of the proposed economic development agreement with The Station Baseball, LLC, for the development and operation of a baseball and softball complex within Midtown Business Park. This workshop presented key terms and provisions of the proposed agreement and provides an opportunity for discussion and Council feedback. Formal consideration and possible action on the agreement are anticipated at the November 23, 2026, City Council meeting.



Developer Obligations

- Developer to construct 9 synthetic turf fields (one field would be a championship style field, which would be home to the Brazos Valley Bombers)
- Developer shall make a minimum capital investment of $30 million and shall be solely responsible for all project financing, construction costs, and any cost overruns.
- Developer shall operate, maintain and replace fields and facilities

City Obligations

- City to provide approximately 63 acres of land through a deferred, forgivable lease payment
    - Ground lease: Approximate $12-$13 million in deferred lease payments, subject to performance and potential forgiveness
    - Lease term is 50 years with option of extending the lease for up to five additional 10-year lease terms
- City shall provide up to $23 million in construction reimbursements
- City shall provide annual operating reimbursements in an amount equal to the municipal tax payments for 10 years (maximum of $5 million total)
- City shall construct off-site roadways and utility extensions to the site

Performance Measures

- At least 25 Tournaments to be held at the Project each year for at least 3 years after Completion of Construction
- At least 40 Tournaments to be held at the Project each year for at least 5 years after Completion of Construction
- At least 40,000 non-Brazos County residents visit the Project per year for at least 5 years of the Compliance Period
- Increase in valuation of the Property by $18 million

Use of Facility

- During the standard season, the Facility will be available for public use from 4:00 p.m. to 10:00 p.m., Monday through Thursday, in accordance with the Use Agreement. All users must execute a rental agreement and pay the applicable rental fees.
- During the standard season, the championship field will be available for the Brazos Valley Bombers home games and practice sessions.

Protections

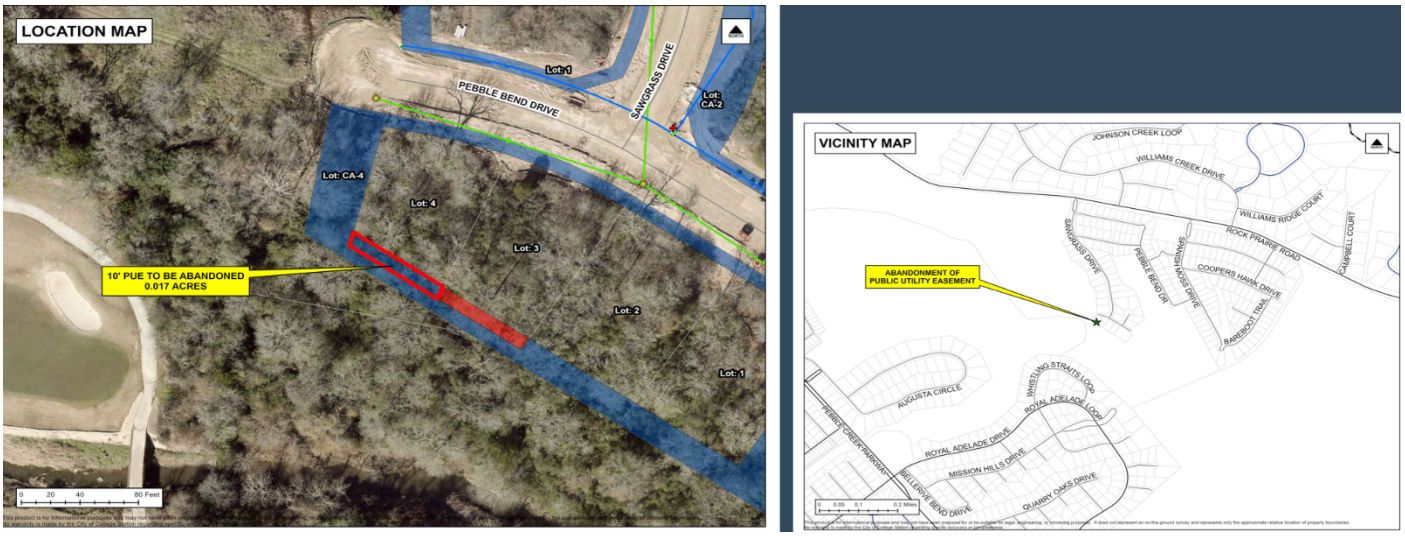
- Pay Only After Performance: The City provides no upfront grant funding. Reimbursements are limited to documented, paid, and eligible project costs submitted by the Developer.
- Clawbacks and Remedies: If the Developer defaults and fails to cure the default, the City may recapture reimbursements already paid and certain deferred lease payments. The City may also suspend incentives, pursue available legal remedies, or terminate the agreement.
- City Retains the Land: The City retains ownership of the land throughout the term and grants only a ground lease. Land use, operations, and maintenance obligations are secured through recorded agreements that remain in place for the compliance period.
- Debt and Lien Limits: Developer debt associated with the project is capped at approximately $30 million, adjusted for CPI. The Developer cannot mortgage the City's ownership interest in the land.
- Reserves and Oversight: The Developer must maintain required financial reserves and provide regular compliance reporting. The City retains inspection, monitoring, audit, and cost-verification rights throughout construction and operations.
- No City Debt: The City does not issue debt (except infrastructure improvements), pledges no credit, and uses no tax increment funds.

Council directed staff to continue talks with the developers and bring back an agreement as soon as possible.

10. REGULAR ITEMS

10.1. Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning a 0.017 acre portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 4, Block 9 of Pebble Creek Subdivision Phase 11B, generally located at 1900 Pebble Bend Drive, according to the plat recorded in Volume 20029, Page 189 of the Official Public Records of Brazos County, Texas.

Gillian Rowland, Planning and Development, explained that the applicant requested abandonment of 10 feet of the vacant 20-foot rear public utility easement to construct a swimming pool. The easement, originally dedicated as a platting requirement, abuts the Lick Creek floodplain; 10 feet will remain along the rear property line. A similar 10-foot abandonment was previously approved for Lot 3, Block 9.



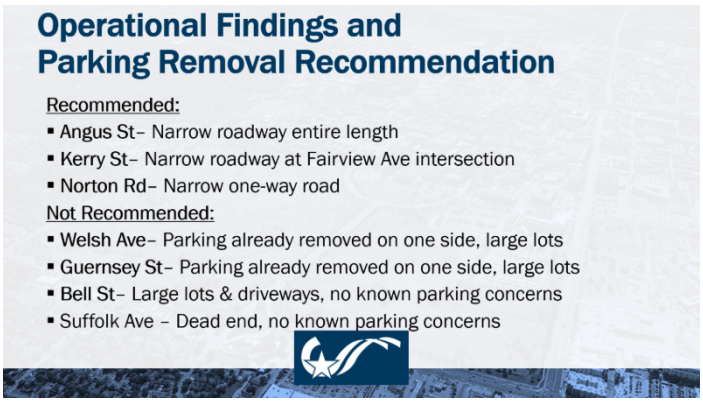
At approximately 7:48 p.m., Mayor Yancy opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:49 p.m.

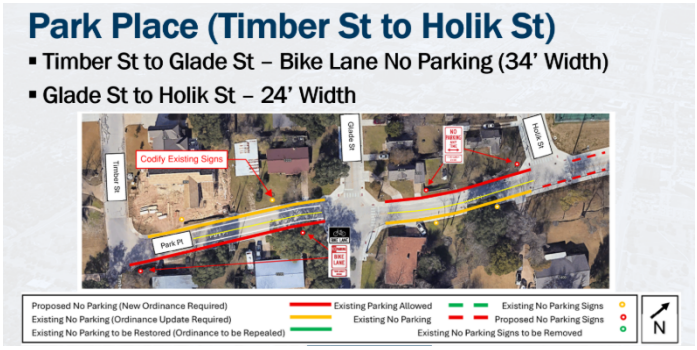
MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember McIlhaney, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance No. 2026-4729, vacating and abandoning a 0.017 acre portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 4, Block 9 of Pebble Creek Subdivision Phase 11B, generally located at 1900 Pebble Bend Drive, according to the plat recorded in Volume 20029, Page 189 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

10.2. Presentation, discussion, and possible action on an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by prohibiting parking on portions of Park Place, Angus Street, Kerry Street, and Newton Road in the Southside area.

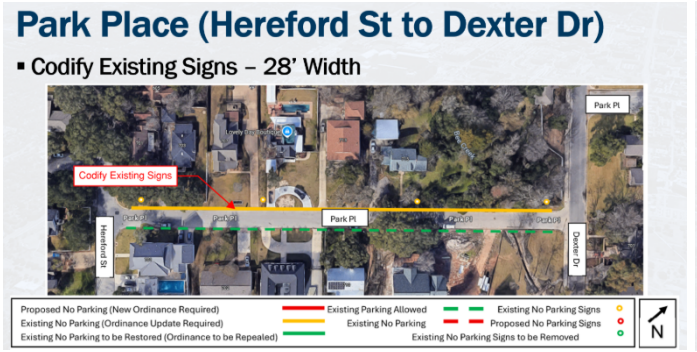
Randell Smith, Senior City Engineer, stated that the ordinance restricts parking on portions of Park Place, Angus Street, Kerry Street, and Newton Road to improve access, safety, and sight distance and to codify existing "NO PARKING" signs. The Traffic Management Team reviewed the proposal under the City's parking-removal policy and recommended four of the nine streets requested. Twelve residents attended two public meetings and generally supported the restrictions; staff is evaluating additional locations they identified.



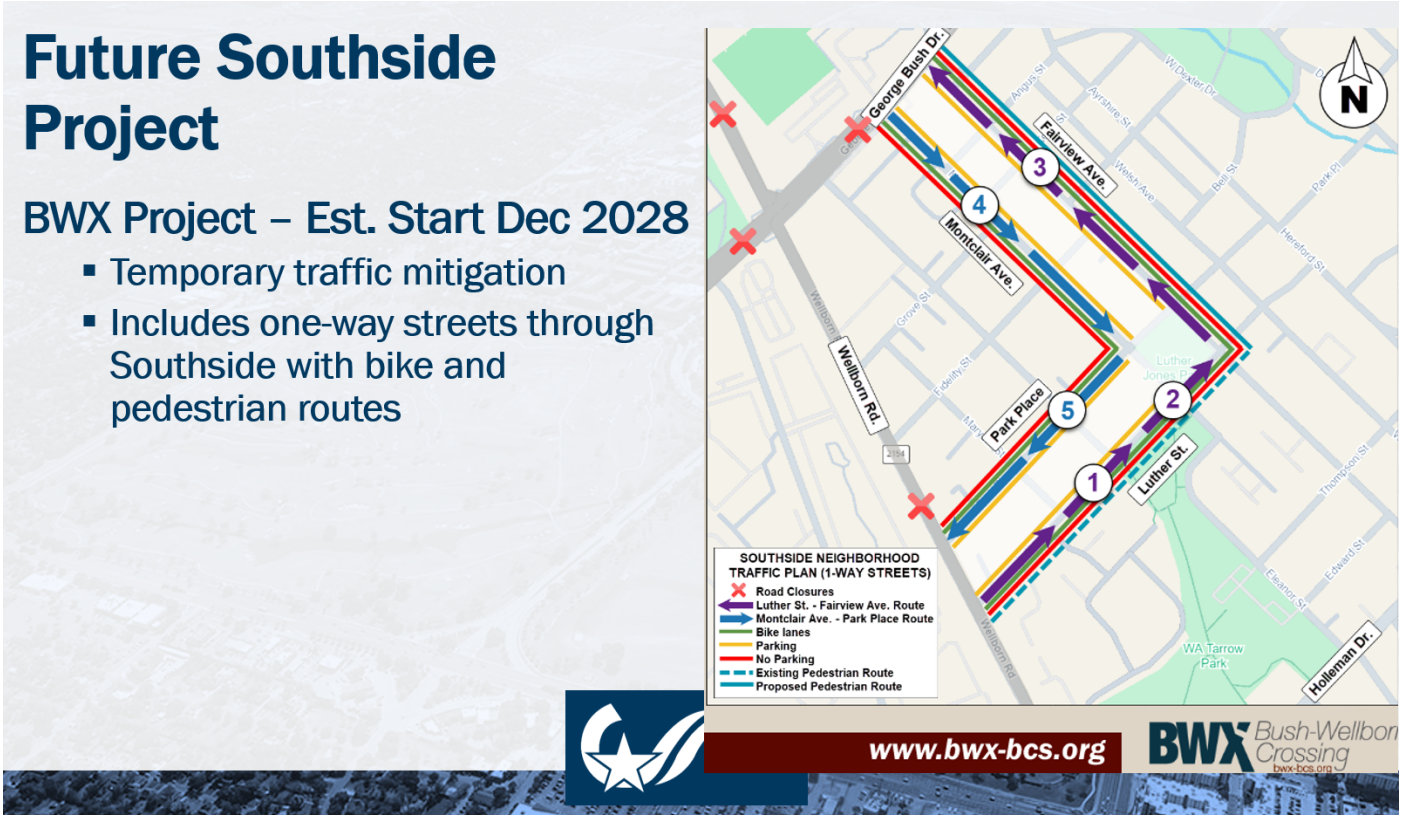












Mayor Yancy opened for Citizen Comments.

Fred Dupriest from College Station supported the proposed parking restrictions but expressed concern that similar restrictions were not recommended for Welch Avenue. He requested that the city incorporate a quantitative safe-passage standard, including minimum street width and consideration of pedestrians and cyclists, into the Traffic Management Team's parking-removal review process.

There being no further comments, Citizen Comments was closed.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Shafer, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance No. 2026-4730, amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by prohibiting parking on portions of Park Place, Angus Street, Kerry Street, and Newton Road in the Southside area. The motion carried unanimously.

10.3. Presentation, discussion, and possible action authorizing a purchase order from Splashtacular for a new three slide complex to replace and improve the existing slides at Adamson Lagoon in the amount of $678,500 through BuyBoard Cooperative Purchasing Agreement.

Casey Rhodes, Capital Projects, stated that a 2025 structural assessment recommended replacing the existing Adamson Lagoon slides. The $678,500 BuyBoard purchase includes a new three-slide complex and support structure; installation will be considered under a separate construction contract. Funding is available in the Parkland Zone 1 project budget.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Arden, the City Council voted five (5) for and none (0) opposed, to approve authorizing a purchase order from Splashtacular

for a new three slide complex to replace and improve the existing slides at Adamson Lagoon in the amount of $678,500 through BuyBoard Cooperative Purchasing Agreement. The motion carried unanimously.

11. 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 McIlhaney spoke on the high levels of professionalism of the College Station Fire Department.

12. 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)

Mayor Yancy reported on the IGC Meeting and Councilmember White taking over as the Chairperson.

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

No future items at this time.

14. Adjournment.

There being no further business, Mayor Yancy adjourned the meeting of the City Council at 8:31 p.m. on Monday, November 16, 2026.

_____
Bob Yancy, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

November 23, 2026
Item No. 6.2.
Northgate Pedestrian & Bicycle Safety Study

Sponsor: Randell Smith, Sr. Engineer, Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a professional services contract with Lee Engineering, not to exceed $250,000 for the Northgate Pedestrian and Bicycle Safety Study.

Relationship to Strategic Goals:
1. Core Services and Infrastructure
2. Improving Mobility
3. Diverse and Growing Economy

Recommendation(s): Staff recommends approval of the professional services contract.

Summary: The purpose of this study is to evaluate existing pedestrian and bicycle conditions in the Northgate District and develop data-driven, implementable recommendations to improve safety, accessibility, and comfort for all users, with particular emphasis on high pedestrian volumes, and multimodal conflicts. There is a pressing need for this study due to the rapid transformation of the Northgate area through significant residential and mixed-use development. Several high-rise buildings have been constructed in recent years, with at least seven additional high-rises anticipated to reach completion within the next two years. These changes heighten the risk of conflicts between users, underscore the urgency of proactive safety measures, and align with broader goals for sustainable transportation planning in the region.

The Greater Northgate Area Plan, has identified pedestrian and bicycle safety as a significant community concern through public engagement efforts. The Northgate Pedestrian and Bicycle Safety Study will build upon these efforts by evaluating existing conditions, identifying safety concerns and infrastructure deficiencies, and developing recommendations to improve pedestrian and bicycle connectivity and safety throughout the study area. Additionally, the study will include feasibility analyses of three specific transportation concepts: the proposed Boyett Street pedestrian promenade and University Drive pedestrian wall extension, converting Tauber and Stasney Streets to one-way operations, and modifications to Second Street to provide access to the parking garage.

The City issued Request for Proposals (RFP) 26-054, Northgate Pedestrian & Bicycle Safety Study, to solicit qualified consulting firms to perform the study. Following evaluation of the submitted proposals, Lee Engineering was selected as the most qualified firm to provide the requested professional services. The amount of the contract is not to exceed $250,000.

Budget & Financial Summary: Funds for this study were included in the FY 2025 budget as a service level adjustment in the Northgate Parking Fund.

Attachments:
1. 27300091--KJ (CC 11.23.26)

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 27300091 PROJECT #: N/A BID/RFP/RFQ#: N/A Buyer: Keandria

Project Name / Contract Description: Northgate Pedestrian and Bicycle Safety Study

Name of Contractor: Lee Engineering

CONTRACT TOTAL VALUE: $ 250,000.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

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

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

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

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

Funding Account: 52020621-5399

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 11.23.2026 **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

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 11/10/2026 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

Updated 09/21/2026

City of College Station
Architects & Engineering Professional Services Contract
(without construction)

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and **Lee Engineering LLC**, a Limited Liability 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"):

Northgate Pedestrian and Bicycle Safety Study

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 the following:
Two Hundred Fifty Thousand and NO /100 Dollars ($ 250,000.00).

ARTICLE III
Time of Performance

3.01 The Consultant shall complete the professional services within the time(s) set forth in Sections 3.02 and 3.03. 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. 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.

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

December 2027

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, if applicable. The time limits established by this schedule over which Consultant has absolute control shall not be exceeded without written approval from the City. 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 owned 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 subcontractors under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, data accumulation and analysis and any other services normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense subcontractors necessary for the performance of the Project, and such subcontractors 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 all matters relating to Consultant's performance of services on the Project, including accumulation of data, data analysis and site visits as necessary and appropriate. Consultant shall be responsible for the completeness and accuracy of all work submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes.

ARTICLE IV
Performance of Work

4.01 Upon the Consultant's receipt of a letter of authorization from the City to commence its services, the Consultant shall meet with the City for the purpose of determining the nature of the Project which may include, but is not necessarily limited to coordinating Project goals, schedules, and deadlines; coordinating data collection; briefing City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports; and preparing the final report to the City.

The Consultant shall inquire in writing as to the information 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 the availability, accumulation and analysis of data, tests, reports, site evaluations, surveys, comparisons with other municipal projects, review of budgetary constraints and other investigations necessary for the Project.

4.03 The Consultant shall perform in a manner that contemplates compliance with all applicable laws, statutes, ordinances, codes and regulations.

4.04 Upon City's request, the Consultant shall meet with City staff, the City Council and/or other City boards and commissions to make a presentation of its services on the Project.

4.05 Consultant's performance of services shall include evaluations of the City's project budget, including preliminary and detailed cost estimates.

4.06 Consultant shall keep the City informed of the progress of the services and shall guard against any defects or deficiencies in its services.

4.07 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by or through Consultant pursuant to this Contract shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, 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.

(a) 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.

(b) 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 section 4.07 of the Contract.

ARTICLE V
Additional Obligations of Consultant

5.01 The City may use documents prepared by Consultant for future projects. The City may elect to use the Consultant to perform such future project; however, if the City elects to use a different professional to perform such future project, that professional will be entitled to use, to the extent allowed by law, the Work Product, including the methodology, analysis or calculations used in performing the work hereunder. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The provisions of this section shall survive termination of this Contract.

5.02 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.

5.03 The Consultant may use portions of the Work Product relating to this Project on other projects, but Project work shall not be used as a whole without prior written authorization by the City. The Consultant shall not use City-furnished forms, conditions, and other documents on other projects.

ARTICLE VI
Change Orders, Documents & Materials

6.01 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, and the Scope of Services shall not be modified except 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.

6.02 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.

6.03 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.

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

ARTICLE VII
Warranty, Indemnification & Release

7.01 As an experienced and qualified 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 services performed for the Project and the Work Product generated, including studies, reports, analyses, calculations, the designation or recommendation 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 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 work prepared by the Consultant, its employees, associates, agents, or subcontractors.

7.02 The Consultant shall promptly correct any defective Work Product, including any errors or deficiencies, 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.

7.03 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.

7.04 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 performing work on the Project including during any site visits. 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.

7.05 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 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) ***(this section intentionally left blank)***

(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 7.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnifications other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.06 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.

7.07 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 7.05 and 7.06, 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 VIII
Insurance

8.01 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 below**:**

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

8.02 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.

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

approved by the City before any letter of authorization to commence project will issue or any work on the Project commences.

8.04 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 except after thirty (30) calendar days prior written notice has been given to the City of College Station.

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

8.05 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.

8.06 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.

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

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

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

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

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

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

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

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

(d) Retroactive date must be shown on certificate.

ARTICLE IX
Termination

9.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the services performed. In the event the City terminates this Contract for convenience, the City shall pay Consultant for the services performed and expenses incurred prior to the date of termination.

9.02 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City 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 X
Miscellaneous Terms

10.01 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.

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

City of College Station

Attn: DeAnna Ordonez

P.O. Box 9960

College Station, Texas 77842

Consultant:

Lee Engineering, LLC

Attn: James Robertson

2944 N 44th Street, Ste 250

Phoenix AZ 85018

10.03 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.

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

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

10.06 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.

10.07 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.

10.08 The Consultant, its agents, employees, and subcontractors 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.

10.09 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.

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

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

10.12 Verification no Boycott. To the extent applicable, this Contract is subject to the following:

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

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

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

10.13 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 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 Terms
- **C** Certificates of Insurance

LEE ENGINEERING, LLC

By: Jody Short

Printed Name: Jody Short

Title: President

Date: 11/10/2026

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

_____

City Attorney
Date: _____

_____

Assistant City Manager/CFO
Date: _____

Exhibit A
Scope of Services

See attached proposal below....

October 13, 2026

DeAnna Ordonez
Public Works – Traffic Engineering
300 Krenek Tap Road
City of College Station, TX

Re: Northgate Pedestrian and Bicycle Safety Study

Lee Engineering (LEE) is pleased to submit this proposal to perform traffic engineering services for the City of College Station. The focus of this study is pedestrian and bicycle safety within Northgate.

EXHIBIT A

The project team members within this proposal are:

- Lee Engineering (LEE) (Consultant).
- WGA Engineering Consultants (WGA) (Subconsultant).
- Kittelson & Associates, Inc (KAI) (Subconsultant).

It is the project teams understanding that the City seeks to develop a list of Short-Term, Medium-Term, and Long-Term Recommendations for improving pedestrian and bicycle safety within Northgate (Task 2, Task 3, & Task 4). Additionally, it is the project teams understanding that the City would like to conduct Feasibility Studies related to specific concepts related to pedestrian and bicycle safety within Northgate (Task 5, Task 6, & Task 7).

For this effort, the Study Area has the following limits:

- The northern limit of the study area is the City Limit.
- The southern limit of this study area is University Drive (FM 60).
- The western limit of this study area is Wellborn Road.
- The eastern limit of this study area is Nagle St.

Note: The study area includes any Right-of-Way (ROW) and sidewalks associated with University Drive (FM 60), Wellborn Rd, and Nagle St.

This study scope includes the following tasks:

- Task 1: Kick-Off Meeting, Project Coordination, & Final Documentation.
- Task 2: Data Collection & Field Visits.
- Task 3: Traffic Volume Projections, Data Summaries, & Recommendations.
- Task 4: Policy Review & Recommendations.
- Task 5: Boyett St Promenade & University Drive Pedestrian Wall Feasibility Study.
- Task 6: Tauber & Stasney 1-Way Streets Feasibility Study.
- Task 7: Second St Parking Garage Access Feasibility Study.

Task 1: Kick-Off Meeting, Project Coordination, & Final Documentation

LEE staff will

1.1 Prepare for, attend, and document one (1) project kick-off meeting.

1.2 Prepare and submit monthly status reports that summarize achievements, challenges, and next steps. Prepare and submit invoices to City staff.

1.3 At the end of the project, prepare one (1) Project Summary Report that summaries the work completed and includes each task-specific report as an attachment.

Task 2: Data Collection & Field Visits

LEE staff will:

2.1 Review the following previous plans & studies to confirm this effort is building on previous work:

- *Greater Northgate Small Area Engagement Report (2025).*
- *University Drive Active Transportation Concept Study, TxDOT, Bryan District, Jan 2025.*
- *Mobility Study and Operations Plan for Northgate District in College Station, Texas, March 2020.*
- *College Station ADA Self-Evaluation and Transition Plan.*
- *College Station Bicycle Pedestrian and Greenways Master Plan (Active Transportation Plan) (specifically portions related to Northgate).*
- *College Station Comprehensive Plan (specifically portions related to Northgate).*

2.2 Perform a Crash Records Information System (CRIS) Query to identify crashes within the Study Area. The CRIS Query will include crashes from the following years and (months): 2021 (all), 2022 (all), 2023 (all), 2024 (all), 2025 (all), and 2026 (January through June). LEE staff will use this query to create a list of crash report numbers. LEE staff will submit the list of crash report numbers to City staff.

City Staff will:

- Use the list of crash report numbers to provide LEE staff with crash reports associated with the identified crashes.

LEE staff will:

2.3 Provide city staff with a plan for collecting traffic volume & vehicle speed data to support the various efforts within this study. The data collection plan will include collecting data associated with sidewalk users on sidewalks (pedestrians, bicycles, scooters, etc.), sidewalk users on roadways (including bike lanes), and non-sidewalk users (cars, trucks, buses) on roadways. LEE staff will support City staff in responding to questions associated with the data collection plan. LEE staff will perform QA/QC of the collected traffic volume data.

City staff will:

- Work with a data collection contractor to collect traffic volume data based upon the data collection plan provided by LEE.
- Provide the collected traffic volume data to LEE staff. City staff (or the data collection contractor) will provide LEE staff with access to any video associated with the data collection effort.

LEE staff will:

2.4 Request additional information required to complete the tasks defined within this study (e.g., signal timing plans, roadway construction plans, plans for development currently under construction) and obtain aerial imagery from the City or a publicly available source (such as Google Maps, Google Earth, or Bing Maps).

2.5 Conduct daytime field visits to document the following information on up to seventy-four (74) roadway segments and up to forty-seven (47) study intersections:

- Existing speed limits, light fixtures, trees, and street furniture.
- Existing no parking, no standing, and/or no stopping areas.
- Existing sidewalk widths, segments of sidewalk that fall below 36 inches in width, and sidewalk segments that fall below 32 inches in width.
- Existing sidewalk obstacles that reduce otherwise available sidewalk width (e.g., trees or tree limbs, bushes, trash receptacles, scooters, etc.).
- Road user behaviors (including Sidewalk Users and Non-Sidewalk Users) that may explain the types of crashes within the crash data.

2.6 Identify road use behaviors, sight distance issues, or other items that may explain the crash types within the crash data at up to seventeen (17) intersections with at least 2 crashes that involved a sidewalk user and/or resulted in an injury to any road user (regardless of mode). If needed, this task will include reviewing data collection videos to observe road user behaviors.

2.7 Conduct nighttime field observations during up to two (2) peak periods (Friday Night and/or Saturday Night) to observe and document (via photos and/or written notes) sidewalk user and road user behaviors potentially contributing to the types of crashes within the crash data.

Task 3: Traffic Volume Projections, Data Summaries, & Recommendations

LEE staff will:

3.1 Estimate projected motor vehicle volumes based upon an agreed growth rate and estimate projected sidewalk user volumes based upon the following:
- The collected sidewalk user data.
- An agreed to horizon year.
- Approved developments (specifically the number of units in apartments currently under construction).
- Anticipated future development in areas with the potential for increased density.

3.2 Prepare one (1) page data summaries for up to seventy-four (74) roadway segments. The summaries will include the following information (*Note: LEE will prepare up to three (3) PRELIMINARY one-page summaries early in the project to confirm the proposed summary format meets City expectations*):
- Existing speed limits, light fixtures, trees, street furniture, and transit routes.
- Existing no parking, standing, and/or stopping areas.
- Existing sidewalk widths, segments of sidewalk that fall below 36 inches in width, and sidewalk segments that fall below 32 inches in width.
- Crash Diagrams for sidewalk user crashes and/or crashes at driveways (these diagrams will not include crashes into fixed objects).
- Existing Sidewalk User Volumes (peds, bikes, e-bikes, & scooters) on sidewalks.
- Existing bikes, e-bikes, & scooters on the roadway.
- Existing Non-Sidewalk User Volumes (cars, trucks, buses).
- Projected Sidewalk User Volumes & Project Non-Sidewalk User volumes (based upon known developments or potential developments if there is no current plan).

3.3 Prepare one (1) page data summaries for up to forty-seven (47) study intersections. The summaries will include the following information (*Note: LEE will prepare up to three (3) PRELIMINARY one-page summaries early in the project to confirm the proposed summary format meets City expectations*).
- Existing speed limits, light fixtures, trees, street furniture, and transit routes.
- Crash Diagrams for intersection crashes (these diagrams will not include crashes into fixed objects).
- Existing Sidewalk User Volumes (peds, bikes, e-bikes, & scooters) on sidewalks.
- Existing bikes, e-bikes, & scooters on the roadway.
- Existing Non-Sidewalk User Volumes (cars, trucks, buses).
- Projected Sidewalk User Volumes & Project Non-Sidewalk User volumes (based upon known developments or potential developments if there is no current plan).

3.4 Develop and add a set of Short-Term (markings, signs, channelizing devices), Medium-Term (requires design and/or CIP project), and/or Long-Term (requires right-of-way) recommendations to the seventy-four (74) roadway segment and forty-seven (47) study intersection one (1) page data summaries. These recommendations will include planning level cost estimates. Recommendations may include:
- Identify desired sidewalk width based upon existing & projected sidewalk user volumes.
- Identify desired no parking, no standing, and/or no stopping areas.
- Identify potential methods for improving pedestrian lighting (e.g., adding light fixtures, relocating light fixtures, relocating trees).

3.5 Prepare a PRELIMINARY Report documenting Identified Short-Term, Medium-Term, and Long-Term Recommendations and Submit it to KAI staff for an initial review. This review is meant to add a planning perspective to the recommendations developed by LEE staff.

KAI Staff Will:

3.6 Provide a review of the PRELIMINARY Report prepared by LEE. This review is meant to add a planning perspective to the recommendations developed by LEE staff.

LEE Staff will:

3.7 Prepare a DRAFT Report that incorporates KAI feedback and submit it to City staff for review.

3.8 Attend one (1) virtual meeting with City staff to come to agreement on how LEE will incorporate City feedback into the final report and prepare one (1) FINAL Report that incorporates City Feeback.

Task 4: Policy Review & Recommendations

<u>Policy Review & Recommendations</u>

KAI Staff Will:

4.1 Review existing city policy, standards, and guidance to determine opportunities for increasing space for pedestrians and bicycles within Northgate. This review will include existing city policy, guidance, and standards for development, sidewalks, furnishing zones, and bicycle facilities.

4.2 Prepare one (1) DRAFT Policy Review Report that KAI will submit to LEE staff for submittal to the City.

4.3 Attend one (1) virtual meeting with LEE staff & City staff to come to agreement on how KAI will incorporate City feedback into the final report and prepare one (1) FINAL Report, which KAI will submit to LEE staff for submittal to the City.

Task 5: Boyett St Promenade & University Drive Pedestrian Wall Feasibility Study

The roadway configurations for the traffic analysis of the Boyett St Promenade study include:

- Existing Roadway Configuration (Note: This study will use the most recent roadway configuration for roadways where construction is currently affecting the roadway configuration).
- Option #1: Boyett St (from FM 60 to Patricia St) as a Pedestrian Promenade & Patricia St (from First St to Boyett St) as 1-Way EB.

This analysis includes an evaluation of the following two (2) peak hours:

- Weekday AM Peak Hour.
- Weekday PM Peak Hour.

For the Boyett St Promenade evaluation, LEE staff will:

5.1 Confirm study parameters with City staff and prepare ten (10) exhibits related to the following: Existing Lane Configurations (2), Proposed Lane Configurations (2), Existing Traffic Volumes (2), Traffic Reassignment for the Proposed Lane Configurations (2), Total Traffic for the Proposed Lane Configurations (2). *Note: Given the number of study intersections, this scope anticipates needing to have two exhibits for each exhibit type.*

5.2 Use Synchro to identify intersection Level of Service (LOS), approach LOS, approach queue lengths, and provide tabular comparisons for the following twenty-five (25) study intersections:

- Wellborn Rd (FM 2818) at University Dr (FM 60) South Ramp.
- Wellborn Rd (FM 2818) at University Dr (FM 60) North Ramp.
- University Drive (FM 60) at Wellborn Rd (FM 2818) South/North Ramp.
- University Drive (FM 60) at Chimy's Driveway.
- University Drive (FM 60) at Boyett St.
- University Drive (FM 60) at College Main.
- University Drive (FM 60) at Patricia St.
- University Drive (FM 60) at Tauber/Asbury St.
- University Drive (FM 60) at Stasney St.
- University Drive (FM 60) at Nagle St.
- Surface Lot Access at Boyett St.
- Patricia St at First St.
- Patricia St at Boyett St.
- Patricia St at College Main St.
- Church Ave at Wellborn Rd.
- Church Ave at First St.
- Church Ave at Boyett St.
- Church Ave at Second St.
- Church Ave at College Main St.
- Church Ave at Tauber St.
- Church Ave at Stasney St.
- Church Ave at Nagle St.
- Louise Ave at Wellborn Rd.

- Louise Ave at First St.
- Louise Ave at Boyett St.

The conceptual layout scenarios for the University Drive Pedestrian Wall Extension include:

- Existing Conditions.
- Option 1: Boyett St as a Pedestrian Promenade, the extension of the existing wall from its current eastern end point north to the College Main Promenade (without modifying right-of-way), the extension of the existing wall from its current western end point to the existing Chimy's Driveway (by obtaining right-of-way).

Note: For the without modifying right-of-way segment, any space needed may come from reduction in lane widths on University Drive and/or the modification of the university drive median.

For the University Drive Pedestrian Wall Extension Feasibility evaluations, LEE staff will:

5.3 Consider Sidewalk User and Non-Sidewalk User volumes to quantify the need for the pedestrian wall. The volumes will come from one (1) 48-hour period that includes a Texas A&M University home football game (the 48 hours are from Friday at 7 AM to Sunday at 7 AM) and one (1) 24-hour period during a typical weekday (Midnight to Midnight). LEE staff will also consider road user behaviors and crash data that could justify the extension of the existing wall.

For the University Drive Pedestrian Wall Extension conceptual layouts, WGA staff will:

5.4 Coordinate with the LEE staff and City Staff to establish desired sidewalk width and wall heights for the project. This scope includes three (3) virtual meetings, the anticipated meetings are:
- One (1) virtual meeting with LEE to address feedback related to the two (2) PRELIMINARY Conceptual Layouts.
- One (1) virtual meeting with LEE staff to develop a plan for address feedback on the DRAFT Conceptual Layouts.
- One (1) virtual meeting with LEE and City staff to come to agreement on WGA staff will incorporate City feedback into the FINAL Conceptual Layouts.

5.5 Review available information and if required coordinate with the City staff to obtain any required surveying services. If needed, City staff will obtain any surveying services needed and will provide that information to WGA.

5.6 Provide two (2) PRELIMINARY Conceptual Layouts (Submitted to LEE and reviewed by LEE), two (2) DRAFT Conceptual Layouts (Submitted to LEE and reviewed by the City), and Two (2) FINAL Conceptual Layouts that incorporate City Feedback. The DRAFT Conceptual Layouts and FINAL Conceptual Layouts will include an Opinion of Probable Construction Cost (OPCC). *Note: LEE staff will include the DRAFT Conceptual Layouts in the DRAFT Report and the FINAL Conceptual Layouts in the FINAL Report.*

Note: This work will be conceptual in nature and will serve as guidance for City staff in developing future projects. The layouts will not contain construction level details. No detailed engineering PS&E will be prepared as part of this study.

Note: As a planning level feasibility study this scope does not include:

- *Grading or three-dimensional design to ensure PROWAG and/or ADA compliance.*
- *SUE services and/or topographic services for underground utilities, water, sanitary, electrical, or storm.*
- *Metes and Bounds descriptions, underground utility mapping, utility marking, mineral interest, and subsurface rights.*

LEE staff will:

5.7 Prepare one (1) DRAFT report that includes a summary of the analyses contained within Task 5 and a list of pros/cons related to the proposed Boyett St Promenade and University Drive Pedestrian Wall Extension. Potential pros and cons include the effect on motor vehicle mobility, parking, pedestrian and bicycle mobility, pedestrian/bicycle safety, and crashes. LEE staff will submit this DRAFT report to City staff for review.

5.8 Attend one (1) virtual meeting with City staff to come to agreement on how LEE will incorporate City feedback into the Final Report and prepare one (1) FINAL report that incorporates City feedback.

Task 6: Tauber & Stasney 1-Way Streets Feasibility Study

The conceptual layout scenarios and roadway configurations for the traffic analysis include:

- Existing Roadway Configuration (Note: This study will use the most recent roadway configuration for roadways where construction is currently affecting the roadway configuration).
- Option #1: Proposed 1-Way Streets with Tauber St 1-Way SB (from Cherry St to University Drive) and Stasney St 1-Way NB (from University Dr to Cherry St).

Note: The proposed 1-way street layouts will be conceptual in nature and will serve as guidance for City staff in developing future projects. The layouts will not contain construction level details. No detailed engineering PS&E will be prepared as part of this study.

This analysis includes an evaluation of the following two (2) peak hours:

- Weekday AM Peak Hour.
- Weekday PM Peak Hour.

LEE staff will:

6.1 Confirm study parameters with City staff and prepare five (5) exhibits related to the following: Existing Lane Configurations (1), Proposed Lane Configurations (1), Existing Traffic Volumes (1), Traffic Reassignment for the Proposed Lane Configurations (1), Total Traffic for the Proposed Lane Configurations (1).

6.2 Prepare one (1) Existing Conditions Layout for the study area using available arial images supplemented with information obtained by LEE staff during a field visit. Prepare one (1) DRAFT Conceptual 1-Way Street Layout depicting potential pavement marking configuration and parking configuration within the study area. LEE will include the Existing Conditions Layout and DRAFT Conceptual 1-Way Street layout as 11"x17" as appendices within the DRAFT Report. *Note: This scope presumes the Existing Condition Layout will be approximately eight (8) sheets and that the DRAFT Conceptual 1-Way street Layout will be approximately eight (8) sheets (16 sheets total).*

6.3 Use Synchro to identify intersection Level of Service (LOS), approach LOS, approach queue lengths, and provide tabular comparisons for the following twenty (20) study intersections:

- Lodge St at University Drive (FM 60).
- College Main St at Patricia St.
- College Main St at Church Ave.
- College Main at Parking Garage Exit.
- College Main St at Cross St.
- College Main St at Louise Ave.
- College Main St at Cherry St.
- Tauber at University Drive (FM 60).
- Tauber St at Church Ave.
- Tauber St at Cross St.
- Tauber st at Cherry St.
- Stasney St at University Drive (FM 60).
- Stasney St at Church Ave.
- Stasney St at Cross St.
- Stasney St at Cherry St.
- Nagle St at University Drive (FM 60).
- Nagle St at Church Ave.
- Nagle St (south) at Cross St.
- Nagle St (north) at Cross St.
- Nagle St at Cherry St.

6.4 Prepare one (1) DRAFT report that includes a summary of the analyses contained within Task 6 and a list of pros/cons related to the proposed 1-way streets. Potential pros and cons include the effect on motor vehicle mobility, parking, pedestrian and bicycle mobility, and crashes. LEE staff will submit this DRAFT report to City staff for review.

6.5 Attend one (1) virtual meeting with City staff to come to agreement on how LEE will incorporate City feedback into the Final Report, prepare FINAL conceptual layouts that incorporate City feedback, and prepare one (1) FINAL report that incorporates City feedback.

Task 7: Second St Parking Garage Access Modifications Study

The roadway configurations for the analysis scenarios include:

- Existing Roadway Configuration (*Note: This study will use the most recent roadway configuration for roadways where there is currently construction*).
- Option #1: Second St connecting through to Louise Ave as a 1-Way NB Street (Church to Louise).

This analysis includes an evaluation of the following two (2) peak hours:

- Weekday AM Peak Hour.
- Weekday PM Peak Hour.

KAI staff will:

7.1 Confirm study parameters with City staff and prepare five (5) exhibits related to the following: Existing Lane Configurations (1), Proposed Lane Configurations (1), Existing Traffic Volumes (1), Traffic Reassignment for the Proposed Lane Configurations (1), Total Traffic for the Proposed Lane Configurations (1).

7.2 Use Synchro to identify intersection Level of Service (LOS), approach LOS, approach queue lengths, and provide tabular comparisons for the following twelve (12) studying intersections:

- College Main St at Church Ave.
- College Main at Parking Garage Exit.
- College Main St at Cross St.
- College Main St at Louise Ave.
- College Main St at Cherry St.
- Second St at Church Ave.
- Second St at Parking Garage Exit.
- Second St at Louise Ave.
- Second St at Cherry St.
- Boyett St at Church Ave.
- Boyett St at Louise Ave.
- Boyett St at Cherry St.

7.3 Prepare a DRAFT report that includes a summary of the analyses contained within Task 7 and a list of pros and cons related to the one (1) alternative. Potential pros and cons include the effect on motor vehicle mobility, parking, pedestrian and bicycle mobility, and crashes. KAI will submit the DRAFT Report to LEE staff for submittal to the City.

7.4 Attend one (1) virtual meeting with LEE staff & City staff to come to agreement on how KAI will incorporate City feedback into a Final Report and prepare a FINAL report that incorporates City feedback. KAI will submit the FINAL Report to LEE staff for submittal to the City.

EXHIBIT B

LEE will perform the work included in Tasks 1 to 7 of Exhibit A for a lump sum fee of $250,000. The following table provides the fee allocation by task:

Task	Fee
Task 1: Kick-off Meeting & Final Documentation.	$ 4,960
Task 2: Data Collection & Field Visits.	$ 27,010
Task 3: Data Summaries, Volume Projects, & Recommendations.	$ 89,330
Task 4: Policy Review & Recommendations.	$ 21,000
Task 5: Boyett St Promenade & University Drive Pedestrian Wall Feasibility Study.	$ 67,425
Task 6: Tauber & Stasney 1-Way Streets Feasibility Study.	$ 27,275
Task 7: Second St Parking Garage Access Modifications Study.	$ 13,000
Total:	**$ 250,000**

Below is a proposed schedule for Task 1 through Task 7.

Task 1 Schedule

Within ten (10) working days (2 weeks) of receiving a notice to proceed, LEE will reach out to City staff to schedule the kick-off meeting (Task 1). When submitting the final task-specific report, LEE will provide the Project Summary Report (Task 1).

Task 2 Schedule

During the kick-off meeting, LEE will work with City staff to determine when the night-time field visits will occur (Task 2). Within twenty (20) working days (4 weeks) of the kick-off meeting, LEE will provide City staff with a list of Crash Report numbers and a set of data collection plans (Task 2). The daytime field visits will occur as part of the work to complete the data summary sheets (Task 3).

Task 3 Schedule

Within thirty (30) working days (6 weeks) of receiving the count data, LEE will provide preliminary data summaries for three (3) segments and three (3) intersections for the City to review. Within sixty (60) working days (12 weeks), LEE will prepare the PRELIMINARY Report and submit it to KAI for feedback (Task 3). Within twenty (20) working days (4 weeks) of receiving the PRELIMINARY Report from LEE, KAI will provide written feedback to LEE. Within twenty (20) working days (4 weeks) of receiving written feedback from KAI, LEE will submit the DRAFT report to the City. Within twenty (20) working days (4 weeks) of meeting with the City to discuss comments on the DRAFT Report, LEE will submit the FINAL Report for Task 3 to the City and to KAI.

Task 4 Schedule

Within forty (40) working days (8 weeks) of receiving the DRAFT Report for Task 3, KAI will submit the DRAFT of the Policy Review Report to LEE for submittal to the City. Within twenty (20) working days (4 weeks) of meeting with the City to discuss comments on the DRAFT Report, KAI will submit the FINAL Report for Task 4 to LEE for submittal to the City.

Task 5 Schedule

Within forty (40) working days (8 weeks) of receiving available survey data from the City, WGA will review the provided information and notify LEE and the City of any need to obtain additional survey data.

WGA will provide a DRAFT schematic to LEE for inclusion in the Task 5 DRAFT report at least twenty (20) working days (4 weeks) prior to the submittal date for the Task 5 DRAFT report.

Within twenty (20) working days (4 weeks) of meeting with the City to discuss the DRAFT Report, WGA will provide the FINAL schematic to LEE for inclusion in the Task 5 FINAL Report.

Within forty (40) working days (8 weeks) of submitting the FINAL Report for Task 3, LEE will submit the DRAFT Report for Task 5. Within twenty (20) working days (4 weeks) of meeting with the City to discuss comments on the DRAFT Report, LEE will submit the FINAL Report for Task 5 to the City.

Task 6 Schedule

Within forty (40) working days (8 weeks) of submitting the FINAL Report for Task 3, LEE will submit the DRAFT Report for Task 6. Within twenty (20) working days (4 weeks) of meeting with the City to discuss comments on the DRAFT Report, LEE will submit the FINAL Report for Task 6 to the City.

Task 7 Schedule

Within forty (40) working days (8 weeks) of receiving the FINAL Report for Task 3 from LEE, KAI will submit the DRAFT Report for Task 7 to LEE for submittal to the City. Within twenty (20) working days (4 weeks) of meeting with the City to discuss comments on the DRAFT Report, KAI will submit the FINAL Report for Task 7 to LEE for submittal to the City.

Northgate Safety Study Gantt Chart (Schedule)

Select a period to highlight at right. *Version: 10/13/2026*

Period Highlight: 1

Plan Duration | Actual Start | % Complete | Actual (beyond plan) | % Complete (beyond plan

Deliverable	PLAN START (Week)	PLAN DURATION (Weeks)	ACTUAL START (Week)	ACTUAL DURATION (Weeks)	PERCENT COMPLETE
Task 1: LEE & CITY Scheduling Kick-off Meeting	1	2	0	0	0%
Task 1: LEE & CITY Hold Kick-Off Meeting	3	4	0	0	0%
Task 1: LEE Preparing Project Summary Report	7	62	0	0	0%
Task 2: LEE Conducting Nighttime Field Visits	7	30	0	0	0%
Task 2: LEE Preparing Crash Report Request & Data Collection Plan	7	4	0	0	0%
Task 2: CITY Collecting Volume & Speed Data	11	4	0	0	0%
Task 2: LEE Conducting Daytime Field Visits	15	22	0	0	0%
Task 3: LEE Preparing Six (6) PRELIMINARY Data Summaries	15	6	0	0	0%
Task 3: CITY Review of PRELIMINARY Data Summaries	21	4	0	0	0%
Task 3: LEE Preparing PRELIMINARY Report (Submitted to KAI)	25	12	0	0	0%
Task 3: KAI Reviewing PRELIMINARY Report	37	4	0	0	0%
Task 3: LEE Preparing DRAFT Report (Submitted to City)	41	4	0	0	0%
Task 3: CITY Revewing DRAFT Report & Review Meeting with City	45	4	0	0	0%
Task 3: LEE Preparing Final Report (Submitted to City)	49	4	0	0	0%
Task 4: KAI Preparing DRAFT Report (Submitted to City)	53	8	0	0	0%
Task 4: CITY Revewing DRAFT Report & Review Meeting with City	61	4	0	0	0%
Task 4: KAI Preparing FINAL Report (Submitted to City)	65	4	0	0	0%
Task 5: WGA Reviwing Available Survey Data	15	8	0	0	0%
Task 5: CITY Collecting any Required Survey Data	23	8	0	0	0%
Task 5: WGA Preparing DRAFT Schematic Design	31	26	0	0	0%
Task 5: LEE Preparing DRAFT Report (Submitted to City)	53	8	0	0	0%
Task 5: CITY Revewing DRAFT Report & Review Meeting with City	61	4	0	0	0%
Task 5: LEE Preparing Final Report (Submitted to City)	65	4	0	0	0%
Task 6: LEE Preparing Draft Report (Submitted to City)	53	8	0	0	0%
Task 6: CITY Revewing DRAFT Report & Review Meeting with City	61	4	0	0	0%
Task 6: LEE Preparing Final Report (Submitted to City)	65	4	0	0	0%
Task 7: KAI Preparing DRAFT Report (Submitted to City)	53	8	0	0	0%
Task 7: CITY Revewing DRAFT Report & Review Meeting with City	61	4	0	0	0%
Task 7: KAI Preparing FINAL Report (Submitted to City)	65	4	0	0	0%

PERIODS (WEEKS)

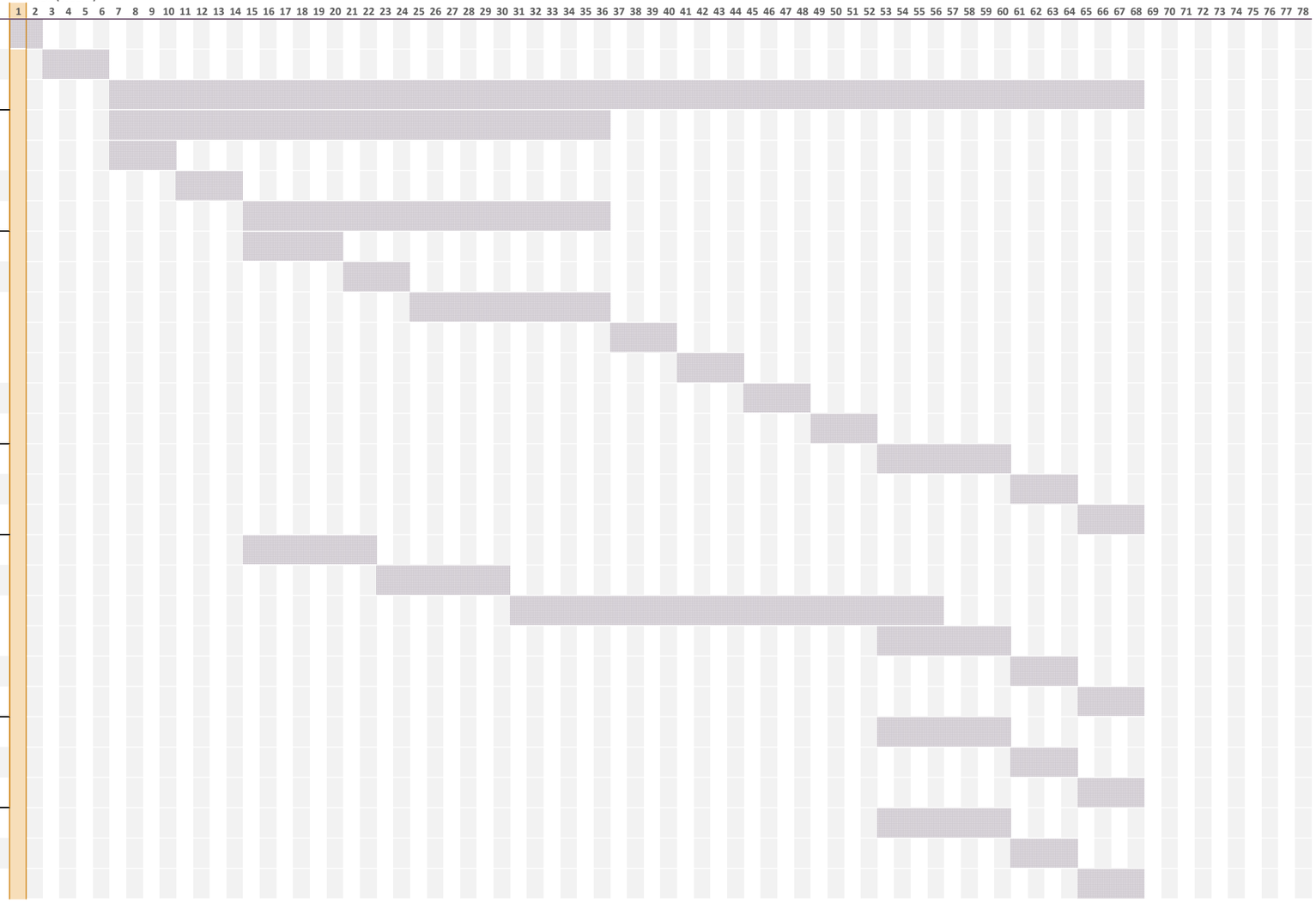


Exhibit B
Payment Terms

SELECT ONE:

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of $ SEE ATTACHED 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 ($ 250,000.00).

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

-OR-

☐ Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

TASK HOUR ESTIMATE (FINAL V2)

City of College Station Northgate Pedestrian & Bicycle Safety Study

Roadway Segments: 74 **Study Intersections: 47**

			Principal	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Sr. Engr Designer	Engr Designer	Drone Pilot	Admin / Clerical	Total Hours	Cost
		Rate:	$380.00	$320.00	$270.00	$240.00	$210.00	$175.00	$140.00	$175.00	$80.00		
1. Kick-Off Meeting, Project Coordination, & Final Documentation													
	1.1	LEE will prepare for, attend, & document up to one (1) project kick-off meeting.	1	1	2							4	$ 1,240
	1.2	LEE will prepare and submit monthly progress reports and invoices to City.			6						6	12	$ 2,100
	1.3	At the end of the project, LEE will prepare & submit project summary report.			6							6	$ 1,620
		Subtotal:	**1**	**1**	**14**	**0**	**0**	**0**	**0**	**0**	**6**	**22**	**$ 4,960**
2. Data Collection & Field Visits													
	2.1	LEE will review previous studies to identify prior recommendations to build on.			20							20	$ 5,400
	2.2	LEE will perform a CRIS Query to identify crashes within the study area.			4							4	$ 1,080
	2.3	LEE will provide City staff with a data collection plan, respond to questions, and QAQC collected data.			8							8	$ 2,160
	2.4	LEE will request additional information and access to aerial imagery.			4							4	$ 1,080
	2.5	LEE will conduct daytime field visits on 73 roadway segments and 46 study intersections.			6			40				46	$ 8,620
		Direct Costs (Travel, Lodging, & Meals): 1 trip for up to 1 person not living in CS.										*Direct Cost*	*$ 3,000*
	2.6	LEE will identify road user behaviors or other items related to safety at seventeen (17) intersections with 2+ crashes.			9							9	$ 2,430
	2.7	LEE will conduct up to two (2) nighttime field visits to identify road user behaviors contributing to crashes.			12							12	$ 3,240
		Subtotal:	**0**	**0**	**63**	**0**	**0**	**40**	**0**	**0**	**0**	**103**	**$ 27,010**
3. Data Summaries, Volume Projections, & Recommendations													
	3.1	LEE will estimate projected motor vehicle volumes and sidewalk user volumes (47 int & 74 seg).			16			62	62			140	$ 23,850
	3.2	LEE will prepare one (1) page data summaries for up to seventy-three (74) roadway segments.			17			65	65			147	$ 25,065
	3.3	LEE will prepare one (1) page data summaries for up to forty-six (47) study intersections.			10			43	43			96	$ 16,245
	3.4	LEE will add a set of short-, medium-, and long-term recommendations for the 74 segments & 47 intersections.			8			16	16			40	$ 7,200
	3.5	LEE will prepare a PRELIMINARY Report and Submit it to KAI for feedback.			3			8	7			18	$ 3,190
	3.6	*KAI will review the PRELIMINARY report and provide written feedback to LEE.*					*KAI Task*					*Direct Cost*	*$ 6,000*
	3.7	LEE will prepare a DRAFT report based upon KAI feedback and submit it to the City.	1	1	3			8	7			20	$ 3,890
	3.8	LEE will meet with City staff to discuss city feedback and prepare a FINAL Report.	1	1	3			8	7			20	$ 3,890
		Subtotal:	**2**	**2**	**60**	**0**	**0**	**210**	**207**	**0**	**0**	**481**	**$ 89,330**
4. Policy Review & Recommendations													
	4.1	*KAI will review existing city policy, standards, and guidance related to sidewalk user mobility & safety.*					*KAI Task*					*Direct Cost*	*$ 12,000*
	4.2	*KAI will prepare a DRAFT Policy Review Report.*					*KAI Task*					*Direct Cost*	*$ 4,500*
	4.3	*KAI will attend one (1) virtual meeting with City Staff and prepare one (1) FINAL Report.*					*KAI Task*					*Direct Cost*	*$ 4,500*
		Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 21,000**
5. Boyett St Promenade & University Drive Pedestrian Wall Feasibility Study													
	5.1	LEE will confirm study parameters and prepare up to eight (10) exhibits related to the study scope.			2			5	5			12	$ 2,115
	5.2	LEE will identify Level-of-Service & queue lengths for twenty (25) study intersections.			4			13	13			30	$ 5,175
	5.3	LEE will use the 48 hour data to quantify the need for the pedestrian wall extension.			1			4	4			9	$ 1,530
	5.4	*WGA will coordinate with LEE and City Staff.*					*WGA Task*					*Direct Cost*	*$ 5,000*
	5.5	*WGA will review available information and coordinate with City staff to obtain any required surveying services.*					*WGA Task*					*Direct Cost*	*$ 5,000*
	5.6	*WGA will prepare two (2) Preliminary, (2) Draft, and (2) Final Layouts for the Proposed Wall.*					*WGA Task*					*Direct Cost*	*$ 40,500*
	5.7	LEE will prepare one (1) DRAFTreport & submit it to the City for Feedback.	1	1	4			13	13			32	$ 5,875
	5.8	LEE will attend one (1) virtual meeting with City Staff and prepare one (1) FINAL Report.	1	1	1			4	4			11	$ 2,230
		Subtotal:	**2**	**2**	**12**	**0**	**0**	**39**	**39**	**0**	**0**	**94**	**$ 67,425**
6. Tauber & Stasney 1-Way Streets Feasibility Study													
	6.1	LEE will confirm study paramters and prepare up to five (5) exhibits related to the study scope.			2			5	5			12	$ 2,115
	6.2	LEE will prepare one (1) Existing Conditions layout and one (1) 1-Way Street Conceptual layout.			10			40	40			90	$ 15,300
	6.3	LEE will use Synchro to identify Level-of-Service & queue lengths for twenty (20) study intersections.			5			8	8			21	$ 3,870
	6.4	LEE will prepare one (1) DRAFT Report identifying pros and cons of the proposed 1-way streets.	1	1	2			8	8			20	$ 3,760
	6.5	LEE will attend one (1) virtual meeting with City Staff and prepare one (1) FINAL Report.	1	1	1			4	4			11	$ 2,230
		Subtotal:	**2**	**2**	**20**	**0**	**0**	**65**	**65**	**0**	**0**	**154**	**$ 27,275**
7. Second St Parking Garage Access Modifications Study													
	7.1	*KAI will confirm study paramters and prepare up to five (5) exhibits related to the study scope.*					*KAI Task*					*Direct Cost*	*$ 2,400*
	7.2	*KAI will use Synchro to identify Level-of-Service & queue lengths for twelve (12) study intersections.*					*KAI Task*					*Direct Cost*	*$ 3,700*
	7.3	*KAI will prepare one (1) DRAFT Report identifying Pros and Cons of the one (1) alterntative.*					*KAI Task*					*Direct Cost*	*$ 4,500*
	7.4	*KAI will attend one (1) virtual meeting with City Staff and prepare one (1) FINAL Report.*					*KAI Task*					*Direct Cost*	*$ 2,400*
		Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 13,000**
Project Total													
			Principal	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Sr. Engr Designer	Engr Designer	Drone Pilot	Admin / Clerical		
			7	**7**	**169**	**0**	**0**	**354**	**311**	**0**	**6**	**854**	**$ 250,000**

Exhibit C
Certificate(s) of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2026

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
Edgewood Partners Ins Center
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: EPIC Construction & Design COI Team
PHONE (A/C, No, Ext): 770-552-4225 **FAX (A/C, No):**
E-MAIL ADDRESS: ACECCerts@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURER B : Hartford Accident and Indemnity Company	22357
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED LEEENGI
Lee Engineering LLC
2944 N 44th Street, Suite 250
Phoenix AZ 85018

COVERAGES **CERTIFICATE NUMBER:** 912039926 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			20SBWPG6112	11/1/2026	11/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			20UEGPY8814	11/1/2026	11/1/2027	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			20XHGXT8800	11/1/2026	11/1/2027	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Northgate Pedestrian and Bicycle Safety Study (SA158.02).
City of College Station is named as an Additional Insured with respects to General (Including Completed and Ongoing Operations) & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

City of College Station
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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the coverage provided under the following form (complete form available):

COMMERCIAL AUTOMOBILE COVERAGE FORM HA 99 16 03 12

Additional Insured if Required by Contract

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an “insured”, but only to the extent such person or organization is liable for “bodily injury” or “property damage” caused by the conduct of an “insured” under paragraphs a. or b. of Who is and Insured with regard to the ownership, maintenance or use of a covered “auto.”

Primary and Non-Contributory

Only with respect to insurance provided to an additional insured in 1.D. – Additional Insured If Required by contract, the following provisions apply:

1) **Primary Insurance When Required By Contract**: This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance Clause.
2) **Primary and Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract or written agreement 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 (1) and (2) 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 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 that this 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, by method described in Other Insurance 5.d.

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payment we make for damages under the Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

© 2011, The Hartford

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section **C.** is amended to include as 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**:**

(a) In the performance of your ongoing operations;
(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 or written agreement 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".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, 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 the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, 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:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification: or
(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. 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.

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.

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:

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.

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.

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.

Waiver of Subrogation

If you have 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 you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2026

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 Professional Underwriters of AZ, Inc. P.O. Box 5419 Scottsdale AZ 85261-5419 License#: 1800004061	**CONTACT NAME:** Jeff Gerrick **PHONE (A/C, No, Ext):** 480-483-0440 **FAX (A/C, No):** 480-948-7752 **E-MAIL ADDRESS:** jeff@prounderwriters.com
INSURED Lee Engineering, LLC 2944 N 44th Street, Suite 250 Phoenix AZ 85018 LEEENGI-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Trav Cas&Surety Co America — 31194 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 306467763 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability		Y	108417326	5/14/2026	5/14/2027	Per Claim Annual Aggregate Retro Date	2,000,000 4,000,000 Full Prior Acts

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Northgate Pedestrian and Bicycle Safety Study (SA158.02)
See attached endorsements for applicable coverages.

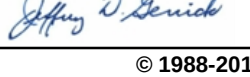
CERTIFICATE HOLDER

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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	1. in any application for this *Coverage*, or for any insurance that this *Coverage* directly or indirectly renews or replaces, or succeeds in time; or 2. during the investigation, defense, settlement, or appeal of that *Claim*.
Other Insurance	1. This *Coverage* is excess over and will not contribute with any valid and collectible other insurance available to the *Insured*, including any other insurance issued for a specific project, whether that other insurance is primary, contributory, excess, contingent, self-insurance, or on any other basis. 2. But 1. above does not apply to: a. other insurance, other than insurance issued for a specific project, that is issued specifically excess of this *Coverage*; or b. other insurance that is available to a *Described Entity Or Person* and covers the *Described Entity Or Person* as a named insured, if a Named Insured specifically agreed in the *Described Entity Or Person Written Agreement* that this *Coverage* must apply on a primary, or primary and non-contributory, basis in which case this *Coverage* is primary to, and will not share with, that other insurance. 3. This Coverage is not subject to the terms of any other insurance.
Valuation	All amounts in this *Coverage* are stated in U.S. dollars. If the amounts due are stated in a different currency, payment will be made in U.S. dollars at the exchange rate published in The Wall Street Journal at the time the final amount is determined.
Valuation Of Unmanned Aircraft	1. At the time of loss or damage, *Unmanned Aircraft* will be valued at the lesser of the: a. cost of reasonably restoring the *Unmanned Aircraft* to its condition immediately before the loss or damage; or b. cost to replace the *Unmanned Aircraft* with substantially identical property. 2. Travelers will not pay for any loss of or damage to *Unmanned Aircraft*: a. until the lost or damaged *Unmanned Aircraft* is actually repaired or replaced; and b. unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
Waiver Of Recovery	Travelers will waive its right of recovery if, before the date a *Wrongful Act* occurs, an *Insured Entity* or *Insured Person* waives its right of recovery for *Loss* that results from that *Wrongful Act*.

DEFINED TERMS

Authorized Person	Means any natural person: 1. in-house general counsel; 2. member of the governing board or similar position; 3. member of the staff of the human resources department; 4. LLC manager; 5. partner; 6. officer; 7. principal; 8. risk manager; or 9. sole proprietor, of the *Insured Entity* or, with respect to a *Pollution Incident*, any *Described Entity Or Person*.
Bodily Injury	Means: 1. any physical harm, including death, disease, or sickness; 2. emotional distress; 3. humiliation;

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2026

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

www.aon.com

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Key Risk Insurance Company	10885
INSURER B : Midwest Employers Casualty Company	23612
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Questco Holdings, Inc.
Transport Tax Consulting, Inc. FWLT
Lee Engineering, LLC
480 Wildwood Forest Drive, Suite 250
The Woodlands TX 77380

COVERAGES **CERTIFICATE NUMBER:** 92648337 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ **COMMERCIAL GENERAL LIABILITY**						EACH OCCURRENCE	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☐							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		✓	KEYMCP00018704 (AZ)	10/1/2026	10/1/2027	✓ PER STATUTE ☐ OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A		KEYPEO00001704	10/1/2026	10/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
B	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			KEYMCP00024804 (CA)	10/1/2026	10/1/2027	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project /Job#: Project/Job: Northgate Pedestrian and Bicycle Safety Study (SA158.02) - ,
Client Name/Alt. Employer: Lee Engineering, LLC Client ID #: 8342
Main Location: 2944 N 44th Street, Suite 250, Phoenix, AZ 85018 Add'tl Locations: See Page 2
Workers Compensation coverage is provided for only co-employees of, but not subcontractors to Lee Engineering, LLC.

CERTIFICATE HOLDER

City of College Station
Risk Manager
PO Box 9960
College Station TX 77852

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
David E. Carothers

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AGENCY CUSTOMER ID: PEO

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc. of Florida	**NAMED INSURED** Questco Holdings, Inc. Transport Tax Consulting, Inc. FWLT Lee Engineering, LLC 480 Wildwood Forest Drive, Suite 250 The Woodlands TX 77380
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (12/25)

HOLDER: City of College Station Risk Manager
ADDRESS: PO Box 9960 College Station TX 77852

Workers Compensation coverage is provided for only co-employees of, but not subcontractors to Lee Engineering, LLC.

Named Insured: Questco Holdings, Inc.
Policy #: KEYPEO00001704
Locations:
8220 San Pedro Dr NE, Suite 150, Albuquerque, NM 87113
1990 E. Lohman Ave., Las Cruces, NM 88001
1111 N. Lee Ave, Suite 236, Oklahoma City, OK 73103
3030 LBJ Freeway, Suite 1660, Dallas, TX 75234
221 N. Kansas St, Suite 1207, El Paso, TX 79901
8122 Datapoint Dr, Suite 1005, San Antonio, TX 78229
8750 Georgia Ave Apt 424A, Silver Spring, MD 20910
915 Jones St., Apt 407, Omaha, NE 68102

Named Insured: Employer's Resources of Colorado, Inc. L/C/F Lee Engineering, LLC
Policy #: KEYMCP00024804
Location:
4571 44th St., San Diego, CA 92115

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ATTACHMENT

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Party with whom the insured, Lee Engineering LLC, agrees to waiver of subrogation in a written contract.

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 Date: 10/01/2026 Policy No. KEYPEO00001704 Endorsement No.

Policy Effective Date: 10/01/2026 to 10/01/2027 Premium $

Insured: Questco Holdings, Inc

DBA:

Carrier Name / Code: Key Risk Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

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November 23, 2026
Item No. 6.3.
Only 1 Rentals, LLC Franchise Agreement Ordinance — First Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Only 1 Rentals, LLC for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:
1. Financial Sustainability
2. Core Services and Infrastructure

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

Summary: This item is an ordinance granting Only 1 Rentals, 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 Only 1 Rentals, 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 Only 1 Rentals, LLC., the city has a total of 21 franchised haulers. This list can be found on the city’s website under Public Works.

Budget & Financial Summary: N/A

Attachments:
1. Only 1 Franchise Agreement

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 27300125 PROJECT #: N/A BID/RFP/RFQ#: N/A Buyer: BMW

Project Name / Contract Description: Recyclable Waste Franchise Agreement

Name of Contractor: Only 1 Rentals, 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)

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 11/23 & 12/10/2026 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

Updated 09/21/2026

ORDINANCE NO. _____

WASTE COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, ONLY 1 RENTALS, 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	Only 1 Rentals, LLC
Attn: Stacy Ewing	Attn: Dillon Hughes, Owner
PO Box 9960	PO BOX 1389
College Station, TX 77842	Navasota, TX 77868
sewing@cstx.gov	ap@only1rentals.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 23rd day of November, 2026.

b. Second Consideration & Approval on the 10th day of December, 2026.

TEXAN WASTE SERVICES, INC

By: Dillon Hughes

Printed Name: Dillon Hughes

Title: **Owner/Member**

Date: 11/12/2026

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is $525.00 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): 10/30/2026

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 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
ARA Insurance Services, Inc.
11225 College Blvd. STE 250
Overland Park KS 66210

CONTACT NAME: Kristen Gil
PHONE (A/C, No, Ext): 800-821-6580 **FAX (A/C, No):** 816-474-1931
E-MAIL ADDRESS: kremillard@arainsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXIS Insurance Company	37273
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ONTX004
Only 1 Rentals LLC
Only 1 Holdings, LLC
PO Box 1389
Navasota TX 77868

COVERAGES **CERTIFICATE NUMBER:** 156544866 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	A1ONTX004-048681-15	9/4/2026	9/4/2027	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X HC OTC $100 X HC COL $1000	Y	Y	A1ONTX004-048681-15	9/4/2026	9/4/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HC/Non-Owned Liab	$ 1,000,000 $ $ $ $ 1,000,000
A	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			A1ONTX004-048681-15	9/4/2026	9/4/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Rental / Sales Inventory Special Form / Theft			A1ONTX004-048681-15	9/4/2026	9/4/2027	Occurrence Limit Deductible Wind/Hail Deductible	$3,500,000 10,000 2%

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder listed below is an additional insured for auto liability and commercial general liability insurance to the extent that coverage is afforded by form ARAX 30 01 08 12 attached. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies. As per written contract. 30 day notice of cancellation applies.

CERTIFICATE HOLDER
City of College Station
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
Susan Hoffman

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured any person, organization, state or governmental agency or subdivision, or political subdivision 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) is to be named as an additional insured on your policy, subject to the following provisions:

A. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury," property damage" or "personal and advertising injury."

B. The person, organization, state or governmental agency or subdivision or political subdivision is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. The ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

   (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in that premises.

   (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured.

2. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured(s), subject to the following additional exclusions:

   (a) This insurance does not apply to "bodily injury" or "property damage" occurring after 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) has been completed.

   (b) This insurance does not apply to "bodily injury" or "property damage" occurring after 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.

   (c) 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:

      (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (ii) Supervisory, inspection, architectural or engineering activities.

3. The maintenance, operation or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

4. 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, subject to the following provisions:

(a) This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the operations performed for the federal government, state or municipality.

(b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

5. Their liability as a grantor of a franchise to you.

6. Their liability as a grantor of a license to you. A person(s) or organization(s) status as an additional insured under this provision ends when:

(a) The license granted to you by such person(s) or organizations(s) expires; or

(b) Your license is terminated or revoked by such person(s) or organizations(s) prior to expiration of the license as stipulated by the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

 © Insurance Services Office, Inc., 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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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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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2026

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: Aidan Jones	
J. A. Jones Insurance Services 856 Jacksdaw Drive Austin TX 78737	PHONE (A/C, No, Ext): (737) 224-2274	FAX (A/C, No):
	E-MAIL ADDRESS: aidan@jajonesins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SERVICE LLOYDS INS CO	43389
INSURED Only 1 Rentals LLC PO BOX 1389 NAVASOTA TX 77868	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	SLICWC112338804	09/07/2026	09/07/2027	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of College Station ATTN: Risk Management
P.O. Box 9960
College Station TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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: $111.00
   The premium charge for this endorsement shall be 2% 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: $111.00

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 09/07/2026 Policy No. SLICWC112338804 Endorsement No.
Insured Only 1 Rentals LLC Premium $4,638

Insurance Company
Service Lloyds Insurance Company

Countersigned by _____

v

WC 42 03 04 B
(Ed. 06-2014)

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November 23, 2026
Item No. 6.4.
FY2026 Comprehensive Plan and Unified Development Ordinance Annual Review

Sponsor: Ashley Klein, Staff Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Presentation, discussion, and possible action regarding the FY2026 Comprehensive Plan and Unified Development Ordinance (UDO) Annual Review.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy
- Improving Mobility
- Sustainable City

Recommendation(s): Staff recommends the acceptance of the annual review. This item was heard at the November 5th Planning and Zoning Commission Meeting, and received unanimous approval.

Summary: The FY2026 Comprehensive Plan & Unified Development Ordinance (UDO) Annual Review highlights the major Comprehensive Plan initiatives that occurred during FY2026. It covers the Comprehensive Plan and all associated master plans, programs, and small area plans. The review also includes amendments that were made to the UDO, which helps implement the Comprehensive Plan's vision.

In 2022, the City began using collaborative, project management software to track the implementation progress of every action item in the Comprehensive Plan. City staff utilize this software to establish project milestones, assign tasks, set due dates, and generate automated update reminders. This software enables staff to manage projects more efficiently and supports the City's commitment to transparent reporting. This report details the current status of each action item as of September 30, 2026.

The breakdown by status for all 111 action items is listed below:

• Achieved - 13 (11.7%)
• On Track - 81 (73%)
• Off Track - 1 (0.9%)
• At Risk - 3 (2.7%)
• Not Started – 13 (11.7%)

In FY2026, the City adopted several updates to the Comprehensive Plan, as well as the new Active Transportation Master Plan and an updated Economic Development Master Plan. The update added 14 action items to the Prosperous Economy chapter, bringing the total action items up to 111 this year. In total, five Comprehensive Plan action items were achieved and four UDO amendments were

adopted.

During the November 5th Planning and Zoning Commission meeting, several commissioners expressed concern that the progress updates for action items related to the Economic Development Master Plan lacked sufficient detail and substantive information. Commissioners also questioned the time lapse between the preparation of the report and its presentation to the Commission and City Council, noting that several months could pass before the information was reviewed.

Additionally, commissioners expressed concern that action items designated as “At Risk” might be interpreted as no longer being actively pursued by staff. Staff clarified that an “At Risk” designation does not mean work has stopped, but rather indicates that additional resources, new direction, or feedback from City Council may be needed to move the item forward and get it back on track.

The attached report has been updated since it was presented to the Planning & Zoning Commission. It is now current as of 11/13/2026.

Budget & Financial Summary: N/A

Attachments:

1. FY26-AnnualReview



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

FY26 COMPREHENSIVE PLAN & UNIFIED DEVELOPMENT ORDINANCE ANNUAL REVIEW



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INTRODUCTION

The Comprehensive Plan identifies 111 action items intended to achieve the community's vision and goals for the future. This report compiles the status updates of each action item over the fiscal year 2026 (FY2026).

The FY2026 Comprehensive Plan & Unified Development Ordinance (UDO) Annual Review covers the Comprehensive Plan and all associated master plans, programs, and small area plans. The review also includes amendments that were made to the UDO, which helps implement the Comprehensive Plan's vision and goals.

SUMMARY

In 2022, the City began using collaborative, project management software to track the implementation progress of every action item in the Comprehensive Plan. City staff utilize this software to establish project milestones, assign tasks, set due dates, and generate automated update reminders. This software enables staff to manage projects more efficiently and supports the City's commitment to transparent reporting. This report details the current status of each action item as of November 13, 2026.

In FY2026, the City adopted several updates to the Comprehensive Plan including:

- Revised text throughout the plan to reflect current context and remove outdated data
- Updated maps to reflect changes since the 10-year update and adding an "as of" date
- Eliminated repetitive or redundant narrative
- Additional narrative and strategies from the Economic Development Master Plan
- Revised implementation table to clarify the intent of certain action items and align them with specific staff responsibilities

The update added 14 action items to the Prosperous Economy chapter to incorporate the strategies outlined in the Economic Development Master Plan adopted in February 2026.

STATUSES

On track: The action item is progressing as expected.
Off track: The item is not progressing as expected; there are issues or delays.
At risk: The action item is in danger of not being achieved. If the issues are resolved, the action item may still be completed.
Not started: The action item has not yet begun.
Achieved: The action item has been completed and resulted in the intended outcome.
Not achieved: The action item has been completed but did not result in the intended outcome.
Canceled: Progress of the action item has been stopped and will not proceed further.

The breakdown by status for all 111 action items is listed below.
- Achieved - 13
- On Track - 81
- Off Track - 1
- At Risk - 3
- Not Started – 13

UDO AMENDMENTS

Definition of a Family
- Adopted January 22, 2026
- Amends the definition of family to include the traditional meaning of family, while still adhering to the restrictions provided by Senate Bill 1567.

PDD Planned Development Districts
- Adopted March 26, 2026
- Amends certain sections relating to requirements, concept plans, and community benefits for PDD Planned Development Districts.

Shared-Housing
- Adopted April 23, 2026
- Amends the definition of shared housing to define shared housing as a congregate living facility as defined by the International Building Code.
- Amends the use table in Section 6.3 of the UDO to permit the shared housing use in certain zoning districts.

Vehicular Sales & Service Allowed Use in Wolf Pen Creek
- Adopted July 9, 2026
- The WPC Ordinance Amendment was to Amends Sec. 6.3.C the Types of Use and Use Table and Sec. 6.4.AC Specific Use Standards relating to Vehicular Sales, Rental, Repair, and Service within WPC to allow for the use with specific use standards.



CHAPTER 2

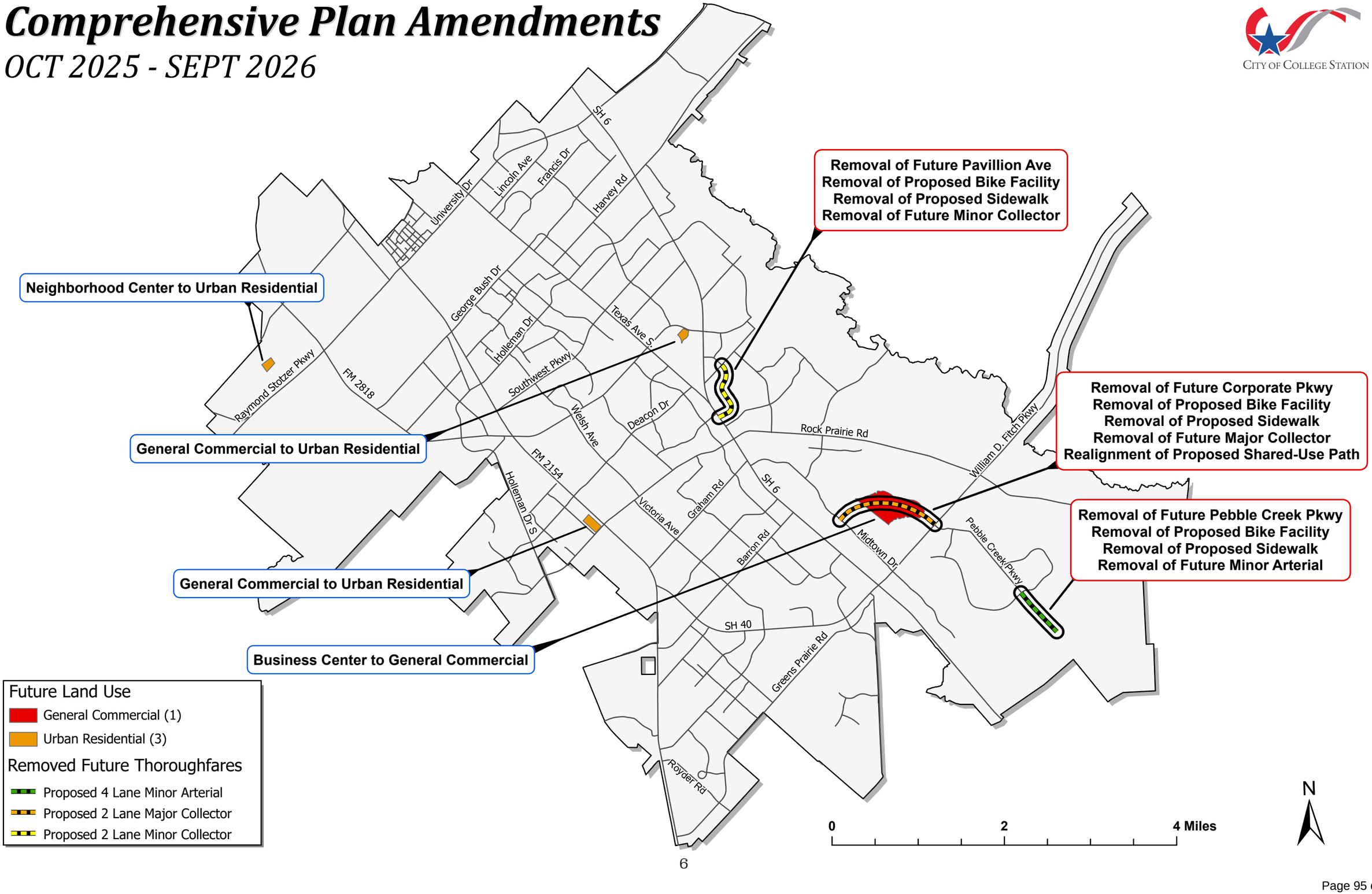
DISTINCTIVE PLACES

GOAL: Vibrant and distinct districts, attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas, grounded in environmental stewardship and resiliency.

Comprehensive Plan Amendments

OCT 2025 - SEPT 2026

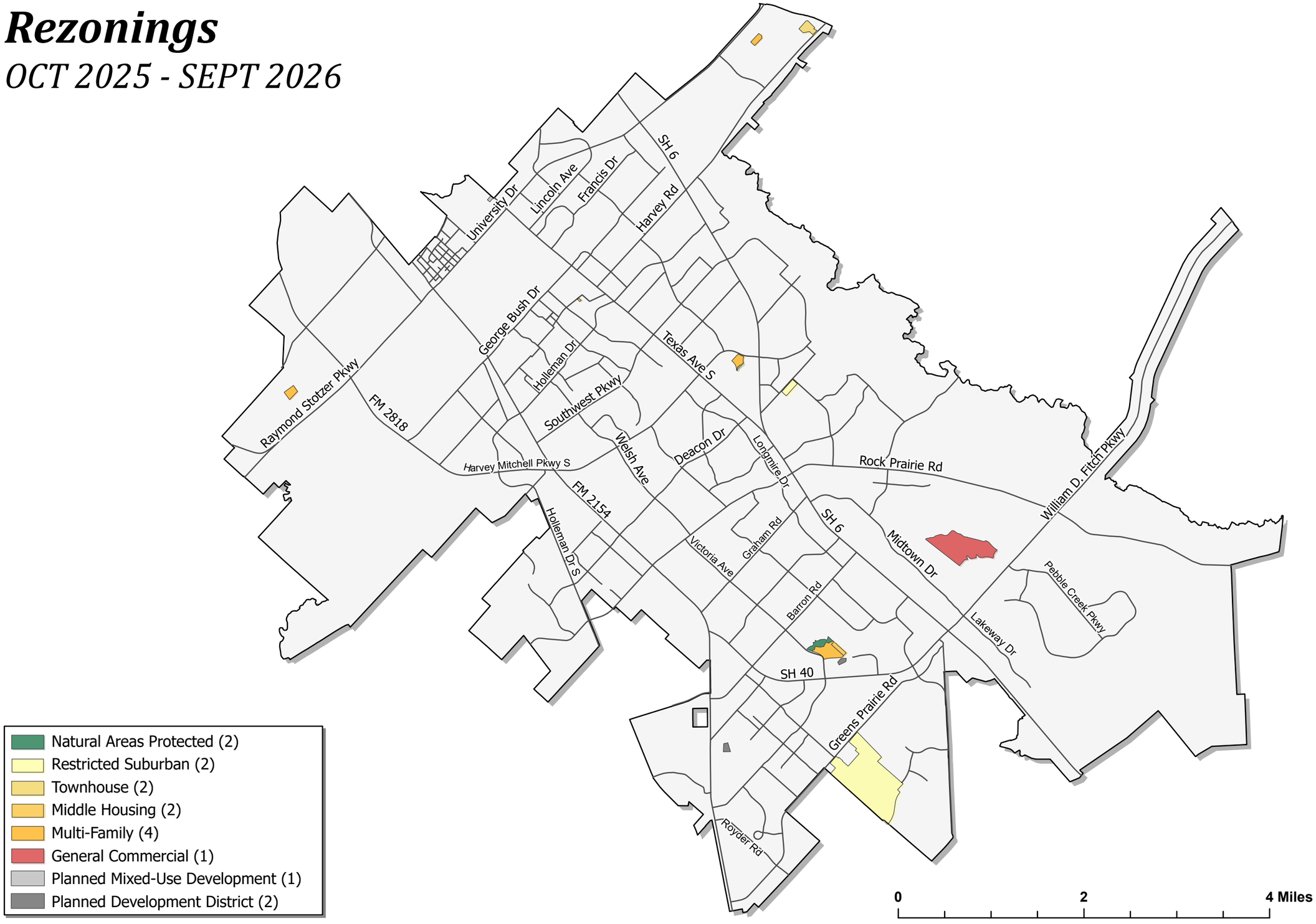
CITY OF COLLEGE STATION



Rezonings

OCT 2025 - SEPT 2026

CITY OF COLLEGE STATION



ACTION ITEM STATUSES

2.1	At Risk	**Evaluate existing policies and create incentives for low impact and sustainable development.**

- The City Council heard an item about the potential beautification of detention ponds. There was no action or follow up requested after that item. Low-impact/sustainable development has been associated with additional cost, which is at odds with Council direction on affordable housing.

2.2	Achieved FY2026	**Pursue feasibility of a tree planting incentive program.**

- Planted 450 native trees across 11 parks and facilities as part of the Cooling College Station initiative.
- Distributed 1,450 trees through two residential tree giveaway events.
- Grant funding for projects such as these have been and continue to be on the watch list of the City's grant management consultant.

2.3	Achieved FY2022	**Create additional incentives for conservation design and evaluate the effectiveness of cluster development standards in the Unified Development Ordinance.**

2.4	On Track	**Review and undertake amendments to the Unified Development Ordinance's zoning districts.**

- Updated the PDD Planned Development District standards to provide greater predictability and clarity for developers and property owners proposing unique developments that provide a community benefit. Updates clarify development requirements, provide guidance on community benefits, and establish standards appropriate to the size and scope of the proposed development.
- Continued work on an amendment to the use and development standards in the MU Mixed Use zoning district to support redevelopment in the city's urban areas. Staff will continue to move the project forward by resolving outstanding policy questions before drafting redlines of the standards in the UDO.

2.5	On Track	**Prioritize and undertake detailed plans for priority neighborhoods, districts, corridors, or redevelopment areas.**

- Launched the Harvey District Plan engagement and planning effort.
  - Gathered existing conditions and growth expectations for the planning area.
  - Conducted public engagement to include a public open house, an online survey and interactive map, four visioning workshops, and several pop-ups throughout the district.
  - Engaged a consultant team to conduct a market study and facilitated a scenario scoping workshop with the project's staff resource team
  - Assembled a project working group consisting of area residents, business owners, and area stakeholders.
- Completed a council-directed engagement event for the Midtown area to get stakeholders input on their desired uses in the area. Presented analysis of community input during City Council workshop.

2.6	**On Track**	**Creative incentives and programs to revitalize existing areas and established neighborhoods.**
▪ Worked with a consultant to initiate a density bonus study for the Northeast Gateway Redevelopment Area.		
2.7	**On Track**	**Integrate parks, greenways, and community facilities within new neighborhoods.**
▪ Continued to keep a keen eye on the interactions of Parkland with the surrounding communities during the development review process for large developments such as Savannah Oaks and The Windham Tract.		
2.8	**On Track**	**Evaluate and update development standards in the Unified Development Ordinance.**
▪ Updated the Use Table to support additional uses in the Wolf Pen Creek District. ▪ Updated Drive-thru queuing standards. ▪ Updated definitions of Shared Housing and Family to comply with state legislation.		
2.9	**Not Started**	**Develop or refine incentives to promote high quality design.**
2.10	**On Track**	**Encourage parking alternatives to support redevelopment opportunities.**
▪ Continued work on an amendment to use and development standards in the MU Mixed Use zoning district, including an evaluation of parking standards.		
2.11	**On Track**	**Continue to initiate proactive zoning map updates.**
▪ Initiated a city-wide evaluation of areas that could be rezoned to MH Middle Housing to allow for more housing density and variety. The Housing Plan Advisory Committee unanimously approved a list of properties that meet the criteria. Staff notified property owners and properties within 200 feet of the proposed rezoning areas to get their feedback on the proposed change. Next month, staff will engage with affected property owners and residents to gather feedback, which will be presented to the HPAC for consideration.		
2.12	**On Track**	**Continue beautification programs.**



CHAPTER 3

STRONG NEIGHBORHOODS

GOAL: Viable and attractive neighborhoods that maintain long-term neighborhood integrity while collectively providing a wide range of housing options and other services for a diverse population.

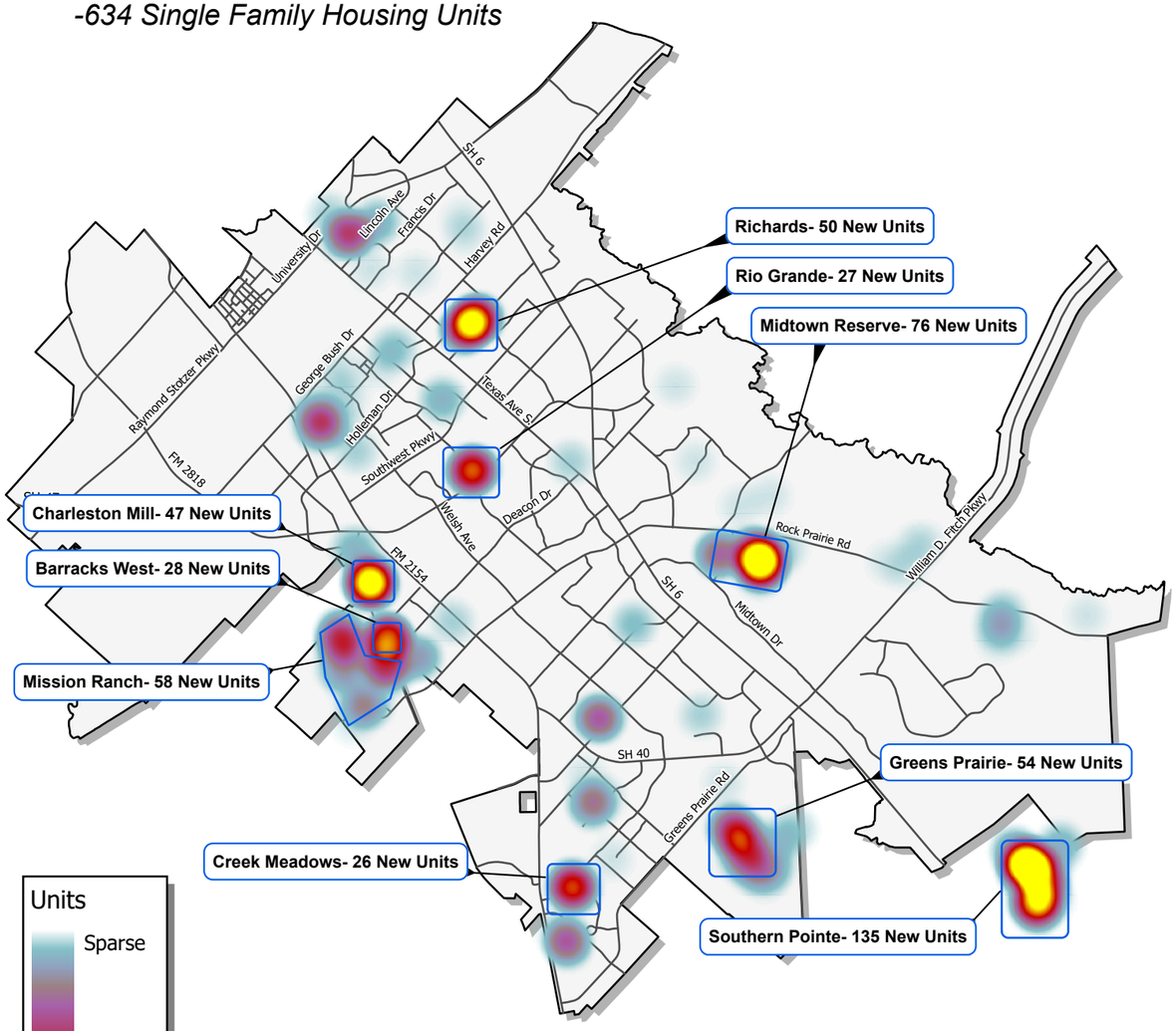
New Residential Housing

OCT 2025 - SEPT 2026

CITY OF COLLEGE STATION

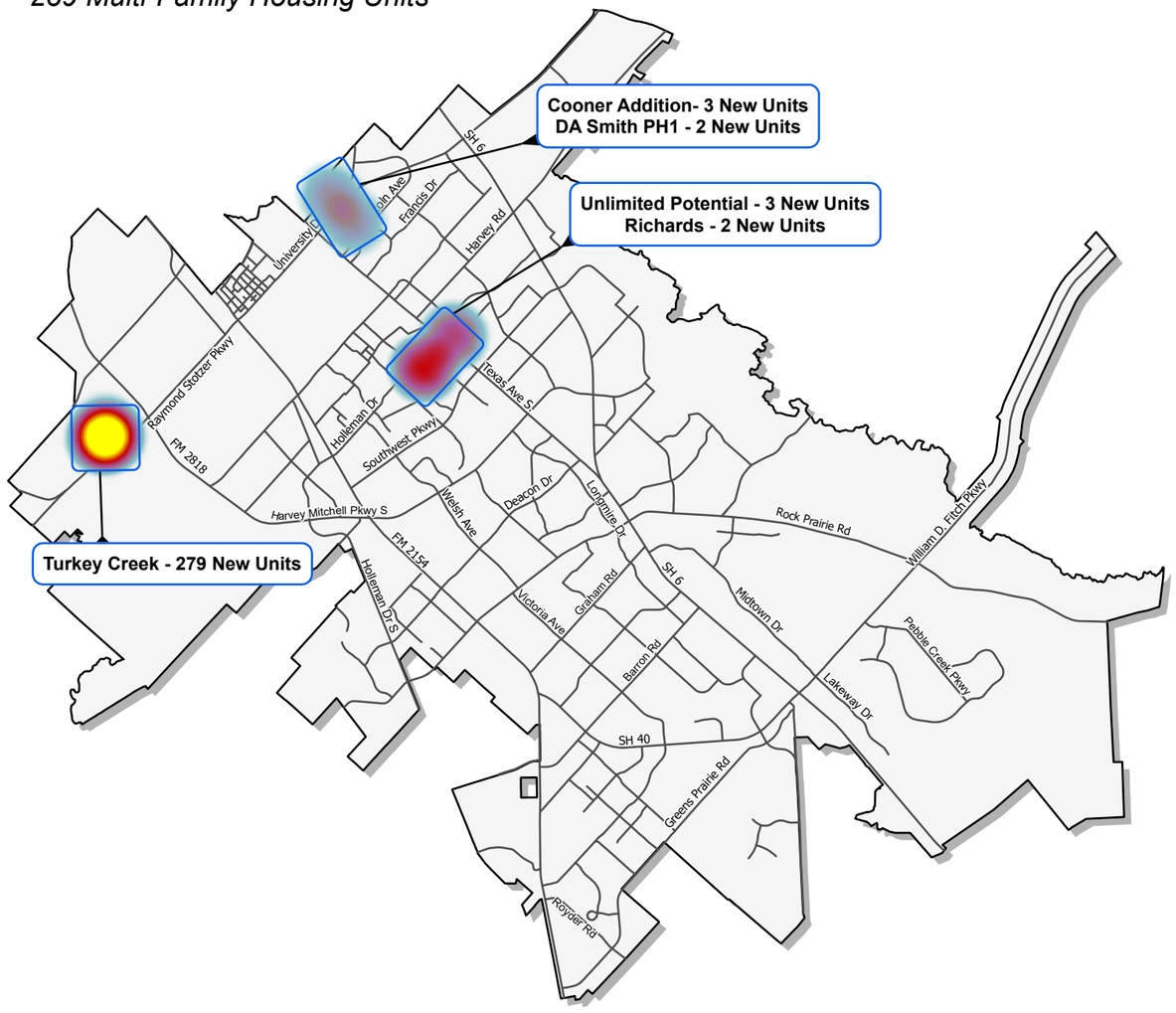
Single Family

-634 Single Family Housing Units



Multi-Family

-289 Multi-Family Housing Units



0 3 6 Miles

N

ACTION ITEM STATUSES

3.1	Not Started	**Evaluate the effectiveness and refine neighborhood compatibility standards in the UDO.**
3.2	Achieved FY2024	**Create a neighborhood planning toolkit.**
3.3	On Track	**Create and promote a housing maintenance educational program.**
▪ Staff worked with the Public Communications Department to create home maintenance educational videos. The videos will remind residents of critical home maintenance tasks. The videos are in still post-production and will be available soon for distribution.		
3.4	At Risk	**Develop a parking strategy for neighborhoods near the university.**
▪ Staff explored several strategies over the years to help mitigate the impacts of excessive on-street parking, including a Paid Parking Pilot Program and overnight parking restrictions. Following consideration of these options, City Council did not pursue either program as a long-term strategy.		
3.5	Achieved FY2024	**Develop and refine data monitoring processes to analyze housing trends and define a strategic set of actions to address housing affordability, diversity, and gentrification.**
3.6	Achieved FY2024	**Evaluate relevancy of neighborhood and small area plans that are beyond their planning horizon.**
3.7	Achieved FY2022	**Require neighborhood meetings for certain development applications.**
3.8	On Track	**Evaluate the effectiveness of short-term rental regulations.**
▪ Staff worked with third-party vendor to achieve compliance for all identified short-term rental.		
3.9	On Track	**Evaluate and refine the rental registration program.**
▪ Staff identified unregistered rental properties, started cases, and made contact with the owners to get them properly rental registered.		

3.10	**On Track**	**Expand affordable housing and workforce housing.**

- HOME and Community Development Block Grant funds were used to help three families use the City's Down Payment Assistance Program to purchase a home.
- Completed 9 minor home repairs. Community Development Block Grant funds continue to support families through the Minor Home Repair grant program to make minor and necessary repairs to their homes.
- Tenant Based Rental Assistance Security Deposit Provided to 21 households
- L.E.A.D. Program provided supportive services to approximately 100 individuals.

3.11	**On Track**	**Continue to track neighborhood change.**

- Tracked housing conditions through regular Community Development Division planning activities to include updating the existing conditions within the Housing Action Plan.

3.12	**On Track**	**Continue partnering with local nonprofit organizations and area partners to support affordable housing options.**

- Partnered with BVCAP to acquire a single-family home at 2402 Colgate. Rehabilitation will begin in Q3 to turn this property into affordable family rental housing.

3.13	**On Track**	**Continue outreach and educational efforts to support existing and encourage new neighborhood organizations.**

- Hosted the annual Homeowners Association & Neighborhood Leadership Training in collaboration with the Greater Houston Community Association Institute.

3.14	**On Track**	**Continue to fund the Neighborhood Grant Program.**

- Supported creative ways to promote the use of the Neighborhood Grant Program, including in-kind donations and updated scoring systems for grant applications. Four neighborhoods applied this fiscal year.

3.15	**On Track**	**Maintain property maintenance enforcement efforts.**

- Code Enforcement and the Building Official work together on identified properties that are substandard and have used the IPMC to enforce minimal property standards.
- Code Enforcement increased education and enforcement in neighborhoods near the university, and conducted a walk-and-talk in the Barracks to help residents avoid common code violations and be good neighbors.



CHAPTER 4

PROSPEROUS ECONOMY

GOAL: Strengthen fiscal sustainability and community prosperity by diversifying the tax base and expanding economic opportunity through dynamic districts, targeted industry growth, a robust innovation ecosystem, and proactive regional leadership.

ACTION ITEM STATUSES

4.1	**On Track**	**Establish distinctive, place-based districts to anchor assets that promote balance and synergies between on-campus and off-campus communities, enhancing talent retention across all age groups.**

- Implementation efforts have advanced through continued planning, district improvements, and stakeholder engagement in Northgate and Midtown. Staff developed preliminary guidelines for proposed Northgate façade preservation and building improvement grant programs, including eligibility criteria, matching requirements, and review procedures. Planning also progressed on a proposed Northgate preservation overlay, with stakeholder engagement initiated. Additional activities included launching the district branding process, improving parking signage, and activating public spaces through community events. In Midtown, staff continued planning for the proposed youth baseball complex and coordinated opportunities for complementary retail, hospitality, and entertainment development.

4.2	**On Track**	**Launch a City real estate strategy that prioritizes prime site opportunities that can spark additional investment in the City and contribute to economic, housing, retail, and other real estate goals.**

- Efforts to identify and promote catalytic development opportunities have expanded through the development of an Opportunity Zones 2.0 Investment Guide highlighting potential commercial, industrial, office, medical, and mixed-use investment sites across ten investment districts. Staff continued evaluating redevelopment opportunities along the Harvey Road corridor, including the City-owned former Macy's property, while engaging commercial brokers, developers, and prospective investors regarding strategic development sites. Additional activities included coordinating site evaluations and property tours to support potential private investment.

4.3	**On Track**	**Position College Station as a destination for year-round tourism and asset activation that increases room nights and visitor investment.**

- Destination development efforts advanced through the initial implementation of the Visit College Station Destination Strategic Plan, and initiatives focused on strengthening tourism partnerships and visitor experiences. Visit College Station introduced a Historic Northgate District webpage featuring a self-guided walking tour and hosted its first Restaurant Week, generating approximately $58,600 in restaurant sales and $5,860 for local hunger relief. Additional efforts included coordinating statewide promotional opportunities and strengthening connections with Texas A&M to support year-round tourism and visitor activity.

4.4	**On Track**	**Enhance specific quality-of-life factors through connectivity and place-based initiatives.**

- Implementation efforts focused on expanding housing options, improving connectivity, and advancing recreational amenities. Planning & Development Services initiated community engagement regarding potential middle housing zoning changes to increase housing choices while maintaining neighborhood character. The Harvey District planning process continued to emphasize improved bicycle, pedestrian, and shared-use connectivity along the Harvey Road corridor. Additionally, planning for the proposed 68-acre Texas Independence Park in Midtown supports the City's long-term efforts to expand recreational opportunities and community gathering spaces.

4.5	**On Track**	**Focus attraction and retention efforts on strategic growth areas and target industries that align with College Station's competitive position, including healthcare; life sciences and biotech; professional services; aerospace, defense, and energy; and retail and hospitality.**

- Business attraction and retention efforts continue to advance through targeted industry recruitment, prospect engagement, and strategic partnerships. Staff have coordinated site visits, property evaluations, and development opportunities across biotechnology, advanced manufacturing, defense, retail, and hospitality industries. Key accomplishments include the implementation of the Concierge Permit Program, development of an Opportunity Zones 2.0 Investment Guide, and continued recruitment and redevelopment efforts involving strategic commercial properties. Additionally, staff have completed targeted outreach for the Business Retention and Expansion (BRE) Employer Needs Assessment and strengthened coordination with Planning & Development Services to support business growth and streamline development processes.

4.6	**On Track**	**Enhance long-term and short-term workforce and talent development efforts to meet industry demand.**

- Workforce development efforts have expanded through collaboration with educational institutions, industry partners, and regional organizations to better align training opportunities with employer needs. The BRE Employer Needs Assessment has been completed, identifying workforce challenges, skills gaps, and training needs among local businesses. Staff are coordinating initiatives to connect students with local employers, including proposed CTE Career Fair and opportunities for industry participation in educational programming. Additional efforts include supporting the development of a community job board and continued partnerships focused on strengthening workforce pipelines in biotechnology and advanced manufacturing.

4.7	**On Track**	**Support the growth of existing small businesses and local market-serving entrepreneurs as important contributors to the City's identity.**

- Small business support efforts advanced through expanded engagement opportunities, resource development, and communication initiatives. Staff completed the comprehensive Grow College Station website update, improving access to business assistance resources and economic development information. A FY 2027 small business engagement calendar was developed, including quarterly Business Over Breakfast and Lunch & Learn events. Staff also developed quarterly Business Success Story and newsletter initiatives to highlight local employers, community partnerships, business growth, and reinvestment, with initial publications planned for December 2026.

4.8	**On Track**	**Retain and expand local science and tech-driven employers in College Station across all industry types, with particular attention to target sectors.**

- Working Group meeting held on September 15, 2026, where the group heard project updates from the Economic Development staff, and the group reviewed the action items. Two action items under this strategy were prioritized for the first year of plan implementation: 1) BRE Expansion and 2) Targeted Retention.
- A Business Retention and Expansion program has been established for the City, with our Economic Development Coordinator identified as the primary point of contact. As a part of this BRE effort, an annual employer needs survey is being developed which includes questions related to innovation. Staff have continued to provide relevant updates to the City's Grow College Station website, including adding additional information on Texas A&M along with a comprehensive resource guide. Furthermore, ED staff met with Texas A&M Innovation to discuss coordination opportunities as their team develops their own guide this fall.
- Target Industry pages on the Grow College Station website have been developed for attraction efforts to complement the BRE program.

4.9	**On Track**	**Attract science and tech-driven employers from competitive markets by showcasing College Station's innovation ecosystem assets across target sectors.**

- Working Group meeting held on September 15, 2026, where the group heard project updates from the Economic Development staff, and the group reviewed the action items. Two action items under this strategy were prioritized for the first year of plan implementation: 1) Lead Identification and 2) Local Networks.
- A target industry company list has been developed to identify potential prospect companies in the broader region. A new brand identity has been adopted for Grow College Station, and the website has been updated to reflect the new visual brand and messaging. New content has been included relating to target industries and local resources. To further bolster community engagement, ED staff anticipate launching a Grow College Station LinkedIn profile and e-newsletter within the next quarter.

4.10	**On Track**	**Enhance innovation ecosystem components that support science and tech-based entrepreneurs, also known as startups, to facilitate business growth.**

- Working Group meeting held on September 15, 2026, where the group heard project updates from the Economic Development staff, and the group reviewed the action items. Two action items under this strategy were prioritized for the first year of plan implementation: 1) Former Student Relocation and 2) Target Sector Resources.
- A College Station Community Profile marketing asset has been developed to showcase what the College Station community offers with highlights on target industries and Texas A&M competitive assets. In addition, Industry-specific resources and competitive assets have been included on the Target Industries pages of the Grow College Station website.

4.11	**On Track**	**Ensure the effectiveness of the EDMP by enhancing partnerships with local and regional partners through regular communications and collaborations.**

- Partnership and collaboration efforts expanded through continued coordination with the Greater Brazos Partnership, Texas A&M University, regional workforce organizations, and educational institutions. Staff strengthened relationships with innovation partners, including Texas A&M Innovation and NCTM, to connect prospective businesses with research capabilities, technical resources, and specialized infrastructure. Additional efforts included collaboration with regional development stakeholders to evaluate site readiness and infrastructure requirements for advanced technology and manufacturing prospects.

4.12	**On Track**	**Position College Station as a strong regional and state-level economic leader and business-friendly community.**

- Efforts to strengthen College Station's regional and statewide economic development presence advanced through completion of the Grow College Station website refresh, establishment of a dedicated LinkedIn presence, and development of an Opportunity Zones 2.0 Investment Guide. Staff expanded engagement with industry leaders and economic development partners through statewide conferences, business recruitment activities, and initiatives supporting semiconductor technology, advanced manufacturing, and workforce development. Additional activities included advocacy for regional workforce investments, coordination with Texas A&M and the Greater Brazos Partnership, and preparations for participation in the December 2026 YTexas Summit.

4.13	**On Track**	**Equip the City's Economic Development team with tools, resources, and structure to deliver results in implementation of the EDMP.**

- Implementation of the EDMP progressed through regular meetings of the four established Working Groups, with increased emphasis on advancing strategy-specific action items, tracking progress, and coordinating partner responsibilities. Staff also developed additional communication and marketing resources, including quarterly newsletters, Business Success Stories, and educational content highlighting local businesses, strategic investment opportunities, and the City's economic development priorities. These efforts support a more coordinated and accountable approach to ongoing EDMP implementation.

4.14	**On Track**	**Bring awareness to the community about the City's economic development goals and the importance of specific topics, like redevelopment and innovation.**

- Efforts to increase community awareness of economic development initiatives advanced through the development of new communication and outreach resources. Staff established a dedicated Grow College Station LinkedIn presence to promote target industries, strategic investment opportunities, redevelopment initiatives, and economic development activities. Quarterly newsletters and Business Success Stories were also developed, with initial publications planned for December 2026, to highlight local employers, community partnerships, and business growth opportunities.



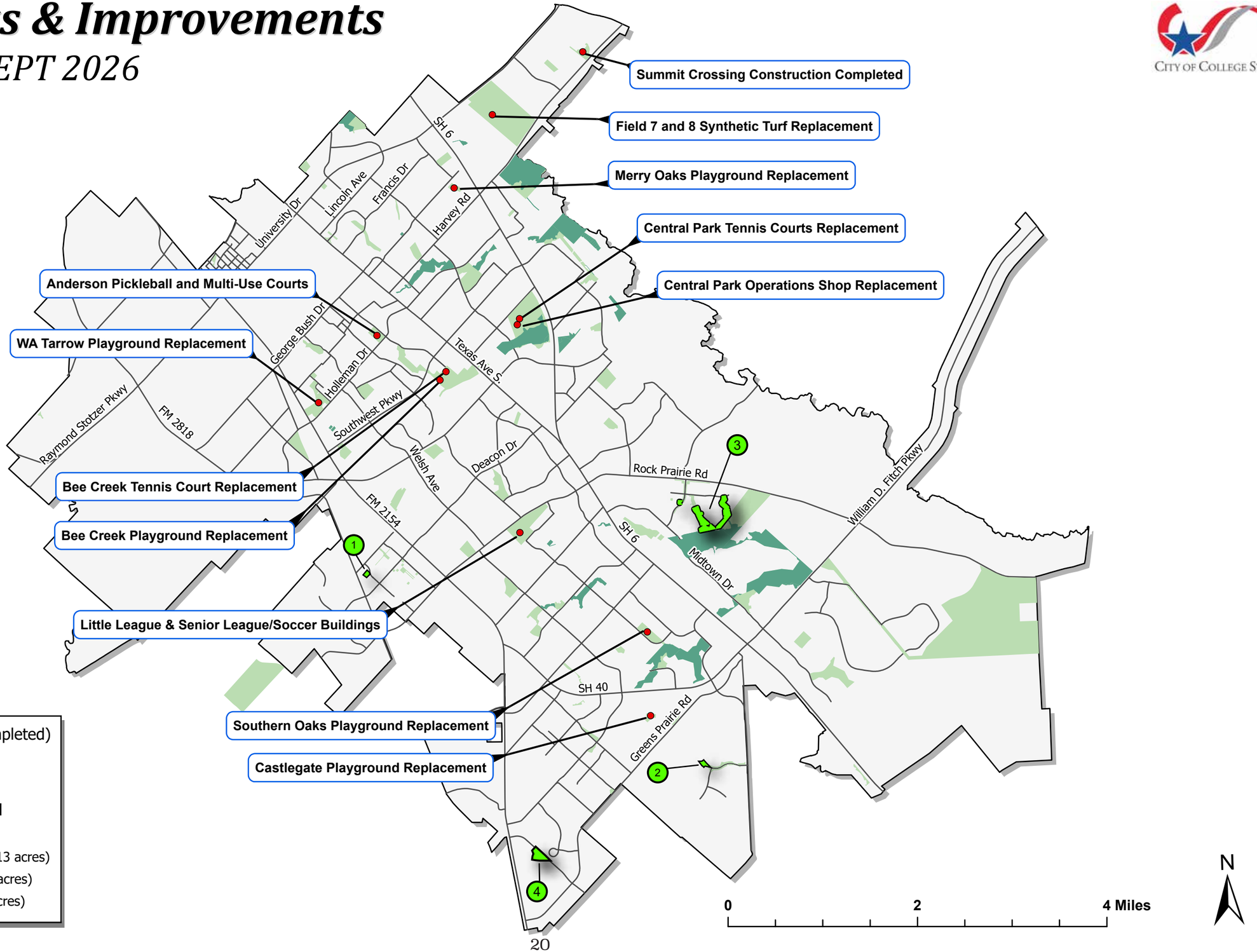
CHAPTER 5

ENGAGING SPACES

GOAL: Highly desirable parks, greenways, arts and cultural amenities that support high-quality experiences for residents and visitors.

New Parks & Improvements

OCT 2025 - SEPT 2026



ACTION ITEM STATUSES

5.1	**Not Started**	**Evaluate, amend, and develop relevant ordinances to protect natural resources, habitats, and green-water infrastructure.**
5.2	**Not Started**	**Investigate the feasibility of incorporating riparian buffer standards to preserve sensitive land along waterways.**
5.3	**On Track**	**Conduct community-wide parks and recreation needs assessments and pursue recommended improvements.**

- Developed a Parks Program Life-Cycle Assessments for resource allocation and successful program expansion.
- Began developing program and event evaluation forms, as well as a Performance Measures worksheet for the Parks & Recreation Department. Evaluation forms and performance measures will be used to make improvements to programming offered by the department.

5.4	**Not Started**	**Identify a land acquisition strategy and integrate additional greenspace.**
5.5	**On Track**	**Continue to develop and deliver quality recreational programing for residents.**

- Hosted several events at the Lincoln Center in promotion of the 42 Annual Dr. Martin Luther King Jr. Keeping the Dream Alive Celebration.
- Hosted Inaugural Jingle Bell bike ride, attracting nearly 80 participants, as well as a Spring Bike Ride and the annual Cycle with Council.

5.6	**On Track**	**Continue to coordinate and promote major arts, entertainment, sporting, and cultural destination attractions.**

- Hosted major sporting events and tournaments including:
  - Several softball tournaments and one soccer tournament.
  - The 2026 TAAF Games of Texas (co-hosted with the City of Bryan). Which brought 7,584 athletes to the area and had an estimated economic impact of $8.7 million.
- Coordinated major arts and entertainment destination events including:
  - Three Starlight Music Series events, approximately 1,700 attendees at each event.
  - 3rd Annual I Heart America event with Josh Abbot Band in coordination with America 250 with over 13,500 attendees.
- Coordinated major cultural events, including:
  - Christmas in the Park with over 7,000 attendees.
  - Annual Christmas Parade.
  - Jingle Bell Fun Run with 197 participants.

5.7	**On Track**	**Maintain and expand community-based greenway and open space preservation programs.**

- Continued to engage community volunteers through the Adopt-a-Greenways Program to help maintain parks and greenways.
- Volunteers collected 31 bags and 189.79 acres were under adoption.

5.8	**On Track**	**Continue to expand outreach about the parks and greenway system.**

- Launched Parks Facebook and Instagram accounts, reaching over 1.6M views and nearly 50,000 engagements. Continued to improve marketing strategy to find innovative ways to enhance awareness and accessibility of programs and facilities.
- Received National recognition from NRPA for Residential Tree Giveaway social media post.
- Submitted design for Webtrac App for Apple and Android.

5.9	**On Track**	**Support a community-wide public art program.**

- In concert with the Arts Center of Brazos Valley, staff has worked on community arts funding as well as the installation of the Lovett/Keen Statue in Northgate, projected to be completed in 2027.

5.10	**On Track**	**Continue leisure, health, and educational programming.**

- The Parks and Recreation Department provided year-round programming for residents to support leisure, health, and programming. This included events for all ages, as well as youth, adult & teen, and senior-specific activities.
- Programming highlights include Mud Day, Trunk or Treat, the Veterans Day Ceremony, the Keeping the Dream Alive musical, nature classes, sports lessons, swim lessons, game nights, dance nights, and more.

5.11	**On Track**	**Identify and secure public and private funds for the acquisition of parks, greenways, and facilities.**

- Worked with the Parks Foundation to host an event in March at Wolf Pen Creek.
- Meet monthly with City's new grant consultant to help identify potential grant funding to enhance programs, events, and facilities.

5.12	**On Track**	**Continue inter-agency coordination and establish new public-private partnerships to provide additional amenities, funding, networking, and co-production opportunities.**

- Coordinated sponsorships for I Heart America event and a few sponsorships for Games of Texas.
- Continued to coordinate with outside agencies to invest in mutually beneficial opportunities to ensure financial sustainability and quality of all programs.

5.13	**On Track**	**Consider new and enhanced natural resource management strategies that promote environmental sustainability and stewardship and improve quality of life.**

- Led a proactive strategy to provide alternative roosting locations for Purple Martins outside of the Northgate District.
- Hosted programs like Invasive plant pulls, Monarch March, Roots to Wings.

5.14	**On Track**	**Invest in the redevelopment of existing parks.**

- Replaced five aging playgrounds using the Park Improvement Capital Revolver, with resident input via "This or That" surveys.
- Completed park capital improvements and maintenance projects including:
- Multiple tennis court and facility replacements
- Turf replacement
- Operations shop replacement
- Little League and Senior League/Soccer Buildings
- Installation of Pickleball and Multi-Use courts
- Designed and constructed of Summit Crossing Park

5.15	**On Track**	**Create connections between key elements of the parks, recreation, greenways systems, and destinations.**

- Parks continues working with the Active Transportation Board to update their Master Plan through surveys and community engagement.

5.16	**On Track**	**Design and construct inclusive, accessible, and sustainable parks and greenway trails.**



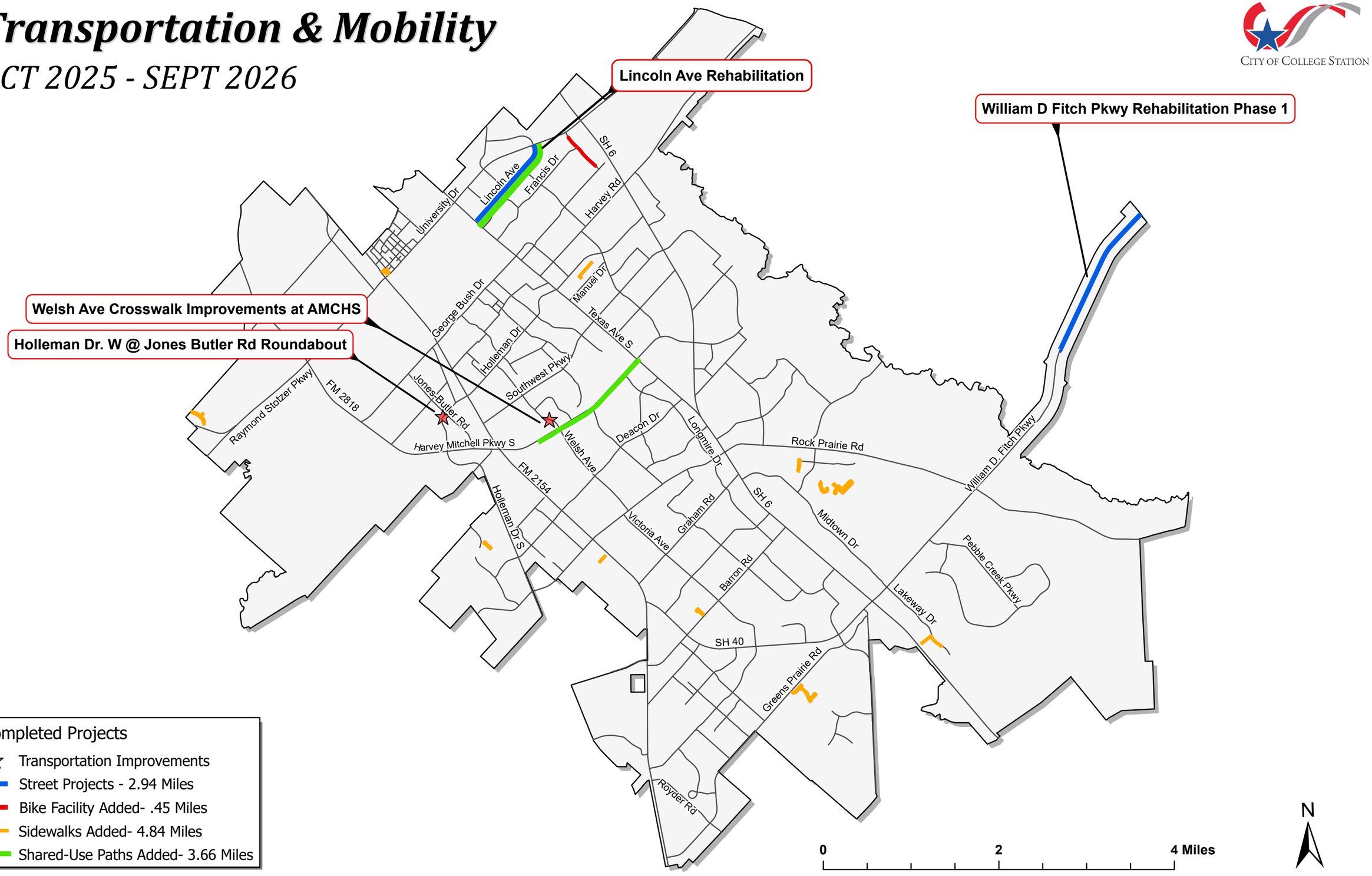
CHAPTER 6

INTEGRATED MOBILITY

GOAL: An innovative, safe, and well-connected, multi-modal mobility system serving all user types that is designed to support the surrounding land uses.

Transportation & Mobility

OCT 2025 - SEPT 2026



ACTION ITEM STATUSES

6.1	**On Track**	**Implement complete street and context sensitive design.**
▪ The adoption of the new Active Transportation Master Plan included potential alternative thoroughfare cross sections that can be utilized as part of future capital projects.		
6.2	**Achieved FY2025**	**Conduct a Thoroughfare Plan audit.**
6.3	**Achieved FY2026**	**Evaluate transit funding partnerships.**
▪ City Management are a part of Brazos Transit District's Urbanized Area Committee that provides input into their operations in the urbanized area of Brazos County. City Council has approved matching funds from local jurisdictions for transit operations.		
6.4	**On Track**	**Develop performance measures, collect transportation data, and monitor trends.**
▪ Began developing metrics for all modes of transportation intended to track trends on an annual basis toward desired outcomes. Initiated data collection for studies currently underway in Northgate and Harvey District.		
6.5	**Not Started**	**Evaluate Traffic Impact Analysis (TIA) requirements.**
6.6	**Not Started**	**Evaluate and update access management strategies.**
6.7	**Not Started**	**Develop and implement a travel demand management program.**
6.8	**On Track**	**Enhance and upgrade intersections.**
▪ Capital Projects Department staff managed several intersection upgrade projects in 2026. In total, more than 10 street projects with intersection upgrades are under design or construction. Many of these are continuing in FY27.		
6.9	**On Track**	**Continue to evaluate and implement best management practices to increase bicycle and pedestrian use.**

▪ Completed level of traffic stress analysis for existing bicycle and pedestrian infrastructure to assess the perceived level of comfort and safety of these facilities for users. Results of the analysis informed recommendation in the Active Transportation Master Plan.		
6.10	**On Track**	**Undertake streetscape improvements within gateways and image corridors.**
6.11	**Not Started**	**Prioritize programs and improvements that will reduce vehicular demand.**
6.12	**On Track**	**Maintain the various funding programs for mobility projects.**
▪ Staff assisted TxDOT in the further development of upcoming projects located along FM 2154 (Wellborn Road), SH 30 (Harvey Road), SH 40 (William D. Fitch Pkwy), and the Bush/Wellborn Interchange. Implementation of the projects in the approved City capital improvements program, including those from the 2022 bond election, is on-going.		
6.13	**On Track**	**Fund bicycle and pedestrian infrastructure and safety improvements.**
▪ The design of 9 high-priority sidewalk segments and 3 shared use path segments is ongoing.		



CHAPTER 7

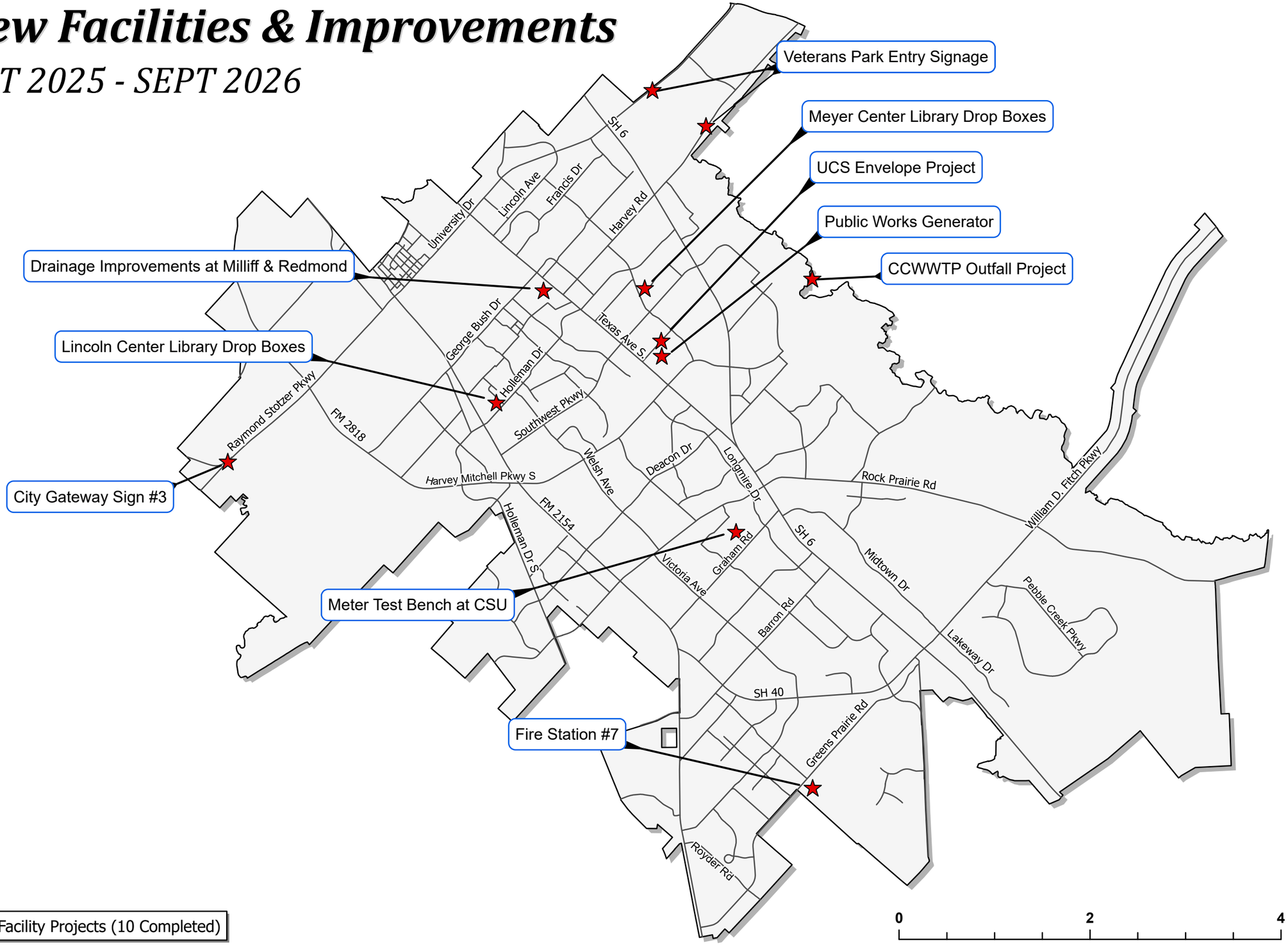
EXCEPTIONAL SERVICES

GOAL: Exceptional municipal facilities and services that meet community needs, contribute to community character, exhibit environmental stewardship and resiliency, support surrounding land uses, incorporate full life-cycle costs, and are coordinated and fiscally responsible.

New Facilities & Improvements

OCT 2025 - SEPT 2026

CITY OF COLLEGE STATION



ACTION ITEM STATUSES

7.1	Achieved FY2026	**Develop a comprehensive facilities plan.**
▪ Completed the first iteration of a facilities master plan in April 2024, which focused on municipal Court, Utility Customer Service, Public Work Operations, College Station Utilities, and Parks Admin. ▪ The City does not plan to complete a comprehensive facilities plan at this time.		
7.2	Achieved FY2023	**Evaluate the utilization of community paramedicine.**
7.3	On Track	**Continue to expand wi-fi to public buildings.**
▪ Established Wi-Fi capabilities in Fire Station #7.		
7.4	Not Started	**Evaluate ways to reduce energy consumption.**
7.5	On Track	**Prioritize utility and service improvements in existing areas.**
▪ Several utility improvements and infrastructure rehabilitation projects are ongoing to accomplish this action, including upgrades to the Northeast and Bee Creek Trunklines, improvements at the Carter's Creek Wastewater Treatment Plant, and water line rehabs for McCulloch Road, Jones-Butler Road, and Marion Pugh Drive, among other projects.		
7.6	On Track	**Continue capitalizing on opportunities to achieve multiple community objectives through coordinated infrastructure projects.**
▪ As a standard practice, Capital Projects staff coordinates with Public Works, Water Services, Electric, and Planning & Development Services on all capital projects as needed and appropriate. Several projects in FY26 involve this coordination, including Marion Pugh, Krenek Tap Reconstruction, and City-Wide Sidewalks, to name a few.		
7.7	On Track	**Continue to build resiliency in municipal operations and services.**

▪ Completed communications and technology upgrades.
  ▪ Launched a new and improved website emphasizing user friendliness, accessibility, and functionality. Features an enhanced search option, Ai chatbot, and a new accessibility widget.
  ▪ Renovated the public broadcast room in Council Chambers and replaced equipment to improve reliability of public broadcasts and enhance Channel 19 programming.
  ▪ Provided all employees with access to Artificial Intelligence tools within the State of Texas guidelines for ethical and responsible AI Usage.		

7.8	**On Track**	**Continue to pursue recognition, credentials, and accreditations City-wide.**

- Received an Aaa Moody's Rating, indicating a resilient local economy and exceptional financial governance.
- Received the GFOA Triple Crown Award.
- Received Tourism Friendly Texas certification from Travel Texas and accreditation through the Destination Marketing Accreditation Program by Destinations International.
- Received the Tree City USA recognition for the 36th consecutive year and the City's first Tree City USA Growth Award for advanced tree care and public engagement.
- Recognized in the Richard R. Lillie, FAICP Planning Excellence Recognition Program for the 20th year.

7.9	**On Track**	**Continue to sustain and grow emergency management preparedness.**

- Coordinated the City Council adoption of the Brazos County Hazard Mitigation Action Plan
- Developed and continue to successfully implement the City's Extreme Heat Response Framework during its first activations.
- Updated emergency management plan annexes and initiated the transition to the Emergency Support Function framework
- Coordinated preparedness and after-action activities for winter weather and major community events.
- Conducted and supported tabletop exercises, community presentations, facility tours, risk assessments, and emergency planning activities.
- Supported planning for the Easterwood Airport full-scale exercise.
- Participated in numerous regional and community preparedness committees, such as the Homeland Security Advisory Council (HSAC) or the Local Emergency Planning Committee (LEPC).

7.10	**On Track**	**Continue using business intelligence, data analytics, and data visualization tools.**
7.11	**On Track**	**Update public service plans.**

- Finalized the Parks & Recreation Master Plan update which will be presented to City Council for consideration at the beginning of FY2027.
- Conducted a 5-Year Comprehensive Plan update to ensure the Plan's relevance and responsiveness over time.
- City Council held a special meeting to prioritize a list of capital projects for the next five years. The list of projects presented to the Council was derived, in part, from the City's master plans.

7.12	**On Track**	**Utilize municipal service cost-benefit assessments in planning utility expansion.**

- Initiated Electric Rate study

7.13	**On Track**	**Pursue and support local water conservation and reuse initiatives.**
7.14	**On Track**	**Continue outreach and educational programs to reduce resource consumption.**

- Assisted Twin Oaks Landfill with two Household Hazardous Waste Collection events.
- The Solid Waste division continues to encourage participation in single stream recycling though public outreach including radio appearances, podcasts, blog posts, keeping Recollect mobile app updated, and updating and distributing the Solid Waste and Recycling Guide for 2024-2026.

7.15	**On Track**	**Continue to implement best practices in meeting or exceeding State and Federal standards for stormwater management.**

- Submitted annual Stormwater Management Program certification in March 2026. Staff continued to implement annual Best Management Practices.

7.16	**On Track**	**Advance sound floodplain management practices.**

- Continued to implement the higher floodplain management standards identified with our FEMA National Flood Insurance Program, Class 6 Rating.

7.17	**On Track**	**Continue to meet or exceed State and Federal water quality standards for drinking water sources.**

- Completed construction of pad sites and access road for water wells 10, 11, and 12.

7.18	**On Track**	**Continue to keep wastewater collection and treatment capacities ahead of demand.**

- Maintained goal of keeping demand (approximately 68%) below target capacity of 75%.
- Modernized the City's wastewater system by decommissioning the Carter Lake Wastewater Treatment Plan and replacing the old process with a new lift station and force main.
- Completed Capital Projects:
  - Carter's Creek Wastewater Treatment Plant Lift Station & Force Main
  - Carter's Creek Wastewater Treatment Plant Outfall Project

7.19	**On Track**	**Continue coordinated electric planning along with area partners.**
7.20	**On Track**	**Design high-quality public facilities that reflect the character of their surroundings.**

- As a standard practice, Capital Projects staff work with stakeholders and residents to develop public facilities that reflect and serve their community. Several projects in FY26 will achieve this action, including Fire Station #7, Texas Independence Park, and Mabel Clare Thomas Park.
- Unveiled a historical marker at City Hall granted by the Texas State Historical Commission, which stands as a lasting tribute to the people and stories that shaped College Station.
- Completed over 50 Facilities Projects and over 1,000 Facilities workorders.

7.21	**On Track**	**Design City facilities and infrastructure to incorporate sustainable and resilient practices.**

- As a standard practice, Capital Projects staff work to incorporate sustainability and resilience in City facilities and infrastructure. Several projects in FY26 worked to achieve this action, including upgrades at the Arnold Road fuel station and the future installation of generators at the Lincoln Center and the Bob & Wanda Meyer Senior Center.

7.22	**Off Track**	**Provide public safety facilities to maintain adequate service and response times.**

- Total response times do not meet department benchmarks for EMS responses. Completed construction of Fire Station #7, which will help improve response times once fully operational.



CHAPTER 8

MANAGED GROWTH

GOAL: Fiscally responsible and carefully managed development that is aligned with growth expectations and the ability to provide safe, timely, and efficient infrastructure and services.

ACTION ITEM STATUSES

8.1	**Achieved FY2023**	**Evaluate and revise the Water/Sanitary Sewer Extension Policy.**
8.2	**Achieved FY2026**	**Conduct fiscal impact analyses.**

- Finished developing and testing a Fiscal Impact Analysis Model. Staff are being trained to use the model to estimate the cost of various types of developments and land use changes.

8.3	**On Track**	**Prioritize proactive infrastructure investments and programs in strategic redevelopment and infill areas.**

- Francis Drive rehab from Texas Avenue to Walton is in the design phase (Francis Drive Phase 3).
- Foster Avenue Sidewalk project is funded through CDBG funds and is in the "warranty" phase; this project includes the construction of sidewalk along the west side of Foster Avenue from Walton Drive to George Bush Drive.
- College Heights Utility Rehab is in the design phase with expected completion of 2028 (Rehabilitation of water and wastewater lines in the vicinity of Eisenhower St., University Dr., Jane St. and Nimitz St. with approximately 4,000 LF of 8" water distribution line and 2,000 LF of 12" water distribution line).

8.4	**On Track**	**Amend the zoning map and consider regulatory incentives to encourage infill and redevelopment.**

- Identified approximately 700 parcels in the City that are appropriate for rezoning to the Middle Housing Zoning District to allow for more density and housing types. With the approval of the Housing Plan Advisory Committee, City staff will now engage with property owners, nearby residents, and community members about the potential to rezone the identified properties.

8.5	**On Track**	**Re-envision underutilized retail uses and incentivize redevelopment and/or reuse of vacant buildings and properties.**

- Held a strategic planning meeting with the City's retail consultant to reinforce the ongoing retail strategy focusing on large-impact, catalyzing projects with destination retailers and entertainment concepts.
- Continued to promote redevelopment of city-owned spaces such as the former Macy's at Post Oak Mall and the former Police Department building on Texas Avenue, along with privately owned properties seeking backfill tenants.

8.6	**On Track**	**Evaluate the utilization of impact fees that provide revenues to support infrastructure demands.**

- Council appointed the new Impact Fee Advisory Committee in November 2025, and the Semi-annual Report was presented to Impact Fee Advisory Committee on December 4th in compliance with LGC.
- Ordinance to set the Roadway Impact Fee Collection Rate to zero was presented to IFAC on January 7th and Council January 22.
- Presented Semi-annual report to City Council on January 21st in compliance with Local Government Code.
- City Council approved contracts for Impact Fee 5-year Update Studies in March 2026.

8.7	**On Track**	**Continue the City's Oversize Participation practice, where appropriate.**

- The Nova (now Aspire II) received reimbursement for funding construction of an upsized sanitary sewer line.
- The Richard and Sterling Street Middle Housing project received reimbursement for funding upgrades to a waterline.

8.8	**At Risk**	**Use available tools to strategically manage growth pressure in the ETJ.**

- While the City continues to pursue development agreements as a tool to help manage growth in the ETJ, state legislation has created uncertainty regarding the long-term viability of this strategy. Since the implementation of SB 2038 (88th Legislature), 50 properties totaling more than 1,600 acres have been administratively released from the ETJ. The City can continue to pursue development agreements for properties within the ETJ; however, as more properties are released from the ETJ, the City's ability to use development agreements as a growth management tool will continue to diminish.



CHAPTER 9

COLLABORATIVE PARTNERSHIPS

GOAL: Well-coordinated planning at all levels and effective engagement with local jurisdictions, institutions, and organizations to further realize the City's vision and support the broad community.

ACTION ITEM STATUSES

9.1	**Achieved FY2026**	**Contribute to a joint branding effort with Texas A&M University.**
▪ Coordinated with A&M athletics on the sharing of photo assets. During this period, ED & Tourism staff launched a new website and visitor guide prominently highlighting A&M's history, traditions, and impact as a tourism destination within the City of College Station.		
9.2	**On Track**	**Maintain a strong partnership with Texas A&M University through regular collaboration meetings and joint participation on local committees.**
▪ Partnered with Texas A&M University to bring Savannah Bananas, FIFA soccer, and USA Track and Field to College Station.		
9.3	**On Track**	**Reference the Comprehensive Plan actions within City master plans. City master plans are components of the Comprehensive Plan.**
▪ The Economic Development Master Plan adopted in February 2026, referenced the goals and actions of the Comprehensive Plan to ensure aligned planning.		
9.4	**On Track**	**Reference the Comprehensive Plan and City master plans in Capital Improvements Planning, departmental work programs, and budgeting processes.**
9.5	**On Track**	**Gather growth expectations.**
▪ Gathered population and demographics information for the Harvey District planning process. ▪ Continued to provide a monthly population estimate on the city's online population dashboard. ▪ Gathered growth expectations and land use assumptions to inform updates to the Water Master Plan and Wastewater Master Plan		
9.6	**On Track**	**Continue "good neighbor" initiatives with Texas A&M for permanent and temporary residents.**
▪ Continued collaboration and quarterly meetings between city staff and Texas A&M off-campus student services.		
9.7	**On Track**	**Expand tourism opportunities with Texas A&M University.**
▪ City Council approved the College Station Destination Master Plan in June 2026. This plan is based on enhanced relationships with Texas A&M University. Staff will begin working to implement the plan and ensure that Texas A&M is central to the tourism strategy of Visit College Station.		

9.8	**On Track**	**Pursue partnerships with Texas A&M University regarding environmental stewardship.**

- Parks and Recreation staff worked alongside university faculty and organizations on several conservation efforts including:
  - Bird City - Texas A&M's Department of Ecology & Conservation
  - Urban Stream Restoration Program – Texas AgriLife Extension
  - Lights Out initiative – partner with various university groups
  - Entomology students frequently partner with our department and Lick Creek Park for various research projects.
- Planning & Development Services staff coordinate with 4 A&M student organizations who actively participate in Adopt-a-Greenway program

9.9	**On Track**	**Convene coordination meetings with regional partners and pursue interlocal cooperation agreements.**

- City Council requested staff lead a conversation with neighboring jurisdictions regarding mental health resources in January 2026.

9.10	**On Track**	**Continue to coordinate with the College Station Independent School District and public charter schools.**

- Deputy City Manager Jeff Capps served on the CSISD bond advisory committee.
- Staff currently serve on the CSISD Community Advisory Committee conduct food drives during the holidays.
- Staff serve many homeless students and their families with the LEAD Program.

9.11	**On Track**	**Continue to participate in regional mobility initiatives.**

- City staff continue serve on the MPO Technical Advisory Committee to make informed recommendations to the MPO Policy board. This year the Transportation Planning Administrator was appointed by the Texas Transportation Committee to the state's Bicycle and Pedestrian Advisory Committee.

November 23, 2026
Item No. 6.5.
MOA Revision

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a Memorandum of Agreement (MOA) between the City of College Station and the Federal Emergency Management Agency (FEMA) Integrated Public Alert and Warning System (IPAWS) Program Management Office regarding the use of IPAWS OPEN Platform for Emergency Networks.

Relationship to Strategic Goals:

1. Core Services

Recommendation(s): Staff recommends adoption of the FEMA IPAWS MOA.

Summary: The Memorandum of Agreement (MOA) between the City of College Station and the Federal Emergency Management Agency (FEMA) Integrated Public Alert and Warning System (IPAWS) Program Management Office establishes the terms and conditions for the City's use of the IPAWS Open Platform for Emergency Networks (IPAWS-OPEN). The agreement allows the City's emergency notification system, Regroup Mass Notifications, to connect with IPAWS-OPEN and distribute emergency alerts to the public through additional alerting channels.

Participation in IPAWS allows the City of College Station to send emergency alerts directly to the public through the federal emergency alerting system. This includes Wireless Emergency Alerts (WEA), which are the emergency notifications that appear automatically on compatible cell phones in an affected area, as well as the Emergency Alert System (EAS), which provides emergency information through television and radio broadcasts.

The MOA establishes the requirements the City must follow to maintain access to IPAWS, including security requirements, authorized user requirements, required training, and regular testing of the City's ability to send messages through the system.

The agreement will remain in effect for the life of FEMA's Authority to Operate for IPAWS-OPEN or a maximum of three years from the date of the last signature, whichever occurs first. The agreement may be reviewed and reauthorized if the City wishes to continue its access to IPAWS.

Budget & Financial Summary: None

Attachments:
1. TX City of College Station IPAWS MOA_App-4933b COG MOA

Memorandum of Agreement between the City of College Station

and the

Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office

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Regarding the use of: City of College Station Interoperable System(s) and IPAWS OPEN Platform for Emergency Networks (IPAWS-OPEN)

Version 4.8

04/08/2026

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Document Change History

Version	Date	Author	Description
4.0	06/13/2019	Al Kenyon	Updated COG MOA with stakeholders' input
4.1	06/13/2019	Al Kenyon	Delete CISO and CIO signature blocks per CIO Corrected IPAWS Suite #, Zipcode
4.2	6/20/2019	Gustavo Barbet Jr	Fixed grammatical errors and made minor wording changes throughout document
4.3	9/6/2019	Mark Lucero	Changes to Section 3.0 from paragraph to bullet format
4.4	1/31/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.5	6/30/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.6	10/15/2020	Mark Lucero, Al Kenyon, Justin Singer	Authority Section, Version History Page, and Footer Updates
4.7	5/24/21	Mark Lucero	Update AWS Cloud, IPAWS-OPEN Tech Lead
4.8	4/26/2022	Gustavo Barbet Jr	Updated FEMA CISO POC

MEMORANDUM OF AGREEMENT

1.0 SUPERSEDES: TX City of College Station signed //

2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the City of College Station hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of City of College Station Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

3.0 AUTHORITY

This agreement is authorized under the following authorities and regulations:

- Section 706 of 47 U.S.C. 666, The War Powers Act: Provides for Presidential Access to commercial communications during “a state of public peril or disaster or other national emergency”
- Public Law 93-288, The Stafford Act. Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Public Law 114-143, The IPAWS Modernization Act: Enacts to law the policy statement and similar requirements found in Executive Order 14307
- Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Executive Order 13407 of June 26, 2006, Public Alert and Warning System: Established as policy the requirement for the United State to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people
- 47 CFR Part 10, Wireless Emergency Alert (WEA): Provide for alert and warning to devices on wireless carrier networks
- 47 CFR Part 11, Emergency Alert System (EAS): Provide for alert and warning over TV and radio broadcast

4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after-action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.

- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.

- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.

- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
  - The ability to assign and manage user permissions; and
  - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
  - The provision of vendor support, to include user training, and around the clock technical support; and
  - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
  - The provision of an intuitive user interface, to include help menus; and
  - The ability to notify the user of digital certificate expiration; and
  - The ability to constrain event types and geocodes to user permissions; and
  - The ability to send one alert to multiple channels; and
  - The provision of displays that show required fields based on selected channel; and
  - The ability to pre-populate fields to the greatest extent possible; and
  - The ability to support templates; and
  - The ability to create a polygon or circle, of less than 100 nodes; and

- The ability to update or cancel an alert, without having to reenter all of the data; and
- The ability to alert the end user if a software license has expired; and
- Clear explanations if alert information is case sensitive when entered

- Confirmation and Error Checking:
  - The ability to pre-check an alert message for errors, prior to sending; and
  - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and
  - The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
  - The provision of user confirmation of connectivity to IPAWS; and
  - The ability for users to see alert history and/or logs

10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

City of College Station Official
Name: Bob Yancy
Title: Mayor

_____

(Signature Date)

City of College Station
1101 Texas Ave
College Station
TX-77840

Federal Emergency Management Agency
IPAWS-OPEN System Owner
Name: Al Kenyon
Title: IPAWS Customer Support Branch Chief

_____

(Signature Date)

Attn: IPAWS-OPEN System Owner, Suite 5NW-0309
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-3153

Appendix A

Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result, this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	AWS GovCloud (US) East Region, West Region
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

Regroup Mass Notifications

Function	Location	Description of data, including sensitivity or classification level
Regroup Mass Notifications is an emergency notification system that is capable of delivering timely alerts across SMS, voice, email, mobile app push, geo-targeted GIS messaging, IPAWS (WEA/EAS), and two-way communication. Regroup delivers each of these capabilities through a 100% SaaS platform hosted on AWS, supported by Open API and native CAP 1.2 integration.	San Francisco, CA;	Data is comprised of EAS Alert data received from IPAWS-OPEN and intended for public dissemination. No sensitive or classified data will be exchanged.

**Add additional tables as needed.*

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Lauren McGrath

Title: Emergency Management Coordinator

Business Email Address: lemcgrath@cstx.gov

Primary Phone Number: 979-821-1042

Alternate Phone Number:

Organization: City of College Station

Mailing Address: 1101 Texas Avenue

College Station, TX, 77840

Designated Alternate Point of Contact:

Name: Cindy Synwolt

Title: Communications Manager

Business Email Address: csynwolt@cstx.gov

Primary Phone Number: 9797645066

Alternate Phone Number:

Organization: TX City of College Station

Mailing Address: 1101 Texas Avenue

College Station, TX, 77840

Designated Technical Point of Contact:

Name: Larry Vierus

Title: Technology Support Coordinator

Business Email Address: lvierus@cstx.gov

Primary Phone Number: 979-764-6319

Alternate Phone Number:

Organization: City of College Station

Mailing Address: 1101 Texas Avenue

College Station ,TX, 77840

FEMA: Integrated Public Alert and Warning System Open Platform for Emergency Networks (IPAWS-OPEN)

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Charles Armstrong	202-975-8348	charles.armstrong@fema.dhs.gov	Chief Information Officer
Dr. Gregory Edwards	202.374.5392	Gregory.edwards@fema.dhs.gov	Chief Information Security Officer
May Wu	202-212-4735	jian-mei.wu@fema.dhs.gov	IPAWS Systems Engineer
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	IPAWS Information System Security Officer
Cameron Hayes	720-838-1621	cameron.hayes@associates.fema.dhs.gov	IPAWS Developer Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to City of College Station Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- City of College Station will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. City of College Station is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, City of College Station will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. City of College Station understands that the use of digital signatures, used on their behalf, is binding and City of College Station will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS Program.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
    - Be at least eight characters in length
    - Contain a combination of alphabetic, numeric and special characters
    - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123".
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit "year" string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.
- Users are required to change their passwords at least once every 90 days.

- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.

- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:

    - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;

    - Protect sensitive data sent to or received from IPAWS-OPEN;

    - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;

    - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the City of College Station Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.

- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.

- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.

- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.

- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.

- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.

- To prevent others from obtaining my password via “shoulder surfing”, I will shield my keyboard from view as I enter my password.

- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.

- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or

IPAWS-OPEN is no longer required.

- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (https://training.fema.gov/is/courseoverview.aspx?code=IS-906) on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the City of College Station Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to City of College Station Interoperable System(s) *and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.*

Printed Name (as listed in Appendix B): Bob Yancy

Signature: Date:

November 23, 2026
Item No. 6.6.
VPAC: Synthetic Turf Removal and Installation

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Paragon Sports Constructors, LLC. in the amount of $1,268,145 for the synthetic turf removal and installation at Veterans Park and Athletic Complex, plus the City's contingency in the amount of $126,814.50 for a total appropriation of $1,394,959.50. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval and award of the construction contract with Paragon Sports Constructors, LLC., for the Synthetic Turf Removal and Installation on Field 12 and 13 at Veterans Park and Athletic Complex.

Summary: The synthetic turf on fields 12 and 13 at Veterans Park and Athletic Complex was installed in 2017. The fields are nearing 10 years old and have reached the end of their useful life (8-10 years). Under this contract, the existing synthetic turf would be removed, and new synthetic turf would be installed. The original subsurface infrastructure would remain.

The new turf will include in-laid markings for full size soccer, youth soccer and flag football fields. Included in the price is standard sand and rubber turf infill with Geofill cooling layer. The addition of in-laid markings will improve operational efficiencies, removing the staff time it takes to paint and remove the fields markings in preparation for the seasonal games and various tournaments. Additionally, the Geofill cooling layer will assist with reducing the infill temperature.

The existing synthetic turf is Shaw Sports Turf, it is staff's recommendation to replace the existing turf with the same Shaw Sports Turf product. Staff is satisfied with the overall performance, durability and low maintenance requirements of Shaw Turf and believe continuing to use this brand is the best option for the City.

Using the BuyBoard cooperative contract, the City will pay $5.84 per square foot for Shaw Sports Turf, about 38% below the contract's discounted price of $9.50. This fee includes removal and disposal of the existing turf, installation, and an 8-year manufacturer warranty included.

Paragon Sports Constructors, LLC is the exclusive distributor and installer of Shaw Sports Turf products in Texas.
This project will utilize the BuyBoard Purchasing Cooperative of which Paragon Sports Constructors is a member, BuyBoard # 737-24.

Budget & Financial Summary: City Council approved a budget amendment on January 8, 2026, allocating $1,500,000 HOT funds for this project.

Attachments:

1. 27300070--BW_(CC_112326)

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 27300070 PROJECT #: PK2412 BID/RFP/RFQ#: _____ Buyer: Brandi

Project Name / Contract Description: Synthetic Turf removal and installation on Field 12 / 13 at Veterans Park and Athletic Complex

Name of Contractor: Paragon Sports Constructors, LLC

CONTRACT TOTAL VALUE: $ 1,268,145.00 **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)

City Council approved a budget amendment on January 8, 2026, allocating $1,500,000 HOT funds for this project

Paragon Sports Constructors, LLC is the exclusive distributor and installer of Shaw Sports Turf products in Texas. This project will utilize the BuyBoard Purchasing Cooperative of which Paragon Sports Constructors is a member, BuyBoard # 737-24.

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 11/23/26 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Kelsey Heiden — 11/17/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 11/17/2026
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

Updated 09/21/2026

CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Paragon Sports Constructors, LLC (the "Contractor") for the construction and/or installation of the following:
Veterans Park 2026 Turf Replacement 2026 (Buyboard Contract 737-24).

1. DEFINITIONS

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

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

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

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

1.05 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: One Hundred Twenty-Six Thousand Eight Hundred Fifteen and NO **/100 Dollars ($** 126,815.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: One Million Two Hundred Sixty-Eight Thousand One Hundred Forty-Five and NO **/100 Dollars ($** 1,268,145.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

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

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

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

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

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

(c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.

(d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.

(e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.

(f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

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

10. PROGRESS OF WORK

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

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

(a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.

(b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.

(c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

(d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

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

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

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

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

12. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

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

16. PAYMENT

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

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

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

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

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

OR:

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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

(a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

(b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and

(c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

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

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

(a) Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.

(b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.

(c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.

(d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.

(e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.

(f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

(g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.

(h) City's determination of an amount of liquidated damages.

(i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

(j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

(k) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

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

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

17. EXTRA WORK CHARGES

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

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

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

OR:

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) No indirect or consequential damages will be allowed.

(2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.

(3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

(4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

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

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

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

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

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

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

22. EXTENSIONS OF TIME

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

(a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;

(b) By changes ordered in the Work, or reductions thereto approved in writing;

(c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or

(d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

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

23. LIQUIDATED DAMAGES

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

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

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

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

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

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

(b) Limit of $1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of $2,000,000.00 which limits shall be endorsed to be per Project.

(c) Coverage shall be at least as broad as ISO form GC 00 01.

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

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

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

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

(b) Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

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

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

(e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

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

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

27.07 Additional Insured.

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

27.08 Builder's Risk

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

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

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

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

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

(b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:

1. Employer's Liability minimum limits of $1,000,000.00 for each accident/each disease/each

employee are required.

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

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

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

"A. Definitions:

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

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

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

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

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

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

extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

of coverage ends during the duration of the project;

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

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

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

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

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

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

(a) The company is authorized to do business in the State of Texas.

(b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.

(c) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

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

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

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

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

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

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

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

29. SURETY

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

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

(a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.

(b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

(c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.

(d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.

(e) The removal of all debris related to the Work.

(f) The acts and omissions of the subcontractors it hired.

(g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

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

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

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

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

34. RELEASE

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

35. PERMITS AND LICENSES

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

36. ROYALTIES AND LICENSING FEES

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

37. BREACH OF CONTRACT & DAMAGES

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

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

(a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or

(b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

(c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

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

(a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

(b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or

(c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

(d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

(e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or

(f) If the Contractor abandons the Work.

(g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

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

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

40. RIGHT TO COMPLETE

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

41. CLOSE OUT

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

(a) Stop the work on the date and to the extent specified in the notice of termination;

(b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;

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

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

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

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

42. TERMINATION CONVERSION

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

43. HIRING

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

44. ASSIGNMENT

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

45. EFFECTIVE DATE

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

46. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

List of Exhibits

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

PARAGON SPORTS CONSTRUCTORS, LLC.

By: William Chaffe

Printed Name: William Chaffe

Title: President

Date: 11/17/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: 11/17/2026

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20260033 05/18/2026

State: Texas

Construction Types: Heavy

Counties: Texas Counties of
Anderson, Andrews, Angelina, Aransas,
Archer, Armstrong, Atascosa, Austin,
Bailey, Bandera, Bastrop, Baylor, Bee,
Bell, Bexar, Blanco, Borden, Bosque,
Bowie, Brazoria, Brazos, Brewster,
Briscoe, Brooks, Brown, Burleson,
Burnet, Caldwell, Calhoun, Callahan,
Cameron, Camp, Carson, Cass, Castro,
Chambers, Cherokee, Childress, Clay,
Cochran, Coke, Coleman, Collin,
Collingsworth, Colorado, Comal,
Comanche, Concho, Cooke, Coryell,
Cottle, Crane, Crockett, Crosby,
Culberson, Dallam, Dallas, Dawson, De
Witt, Deaf Smith, Delta, Denton,
Dickens, Dimmit, Donley, Duval,
Eastland, Ector, Edwards, El Paso,
Ellis, Erath, Falls, Fannin, Fayette,
Fisher, Floyd, Foard, Fort Bend,
Franklin, Freestone, Frio, Gaines,
Galveston, Garza, Gillespie, Glasscock,
Goliad, Gonzales, Gray, Grayson, Gregg,
Grimes, Guadalupe, Hale, Hall, Hamilton,
Hansford, Hardeman, Hardin, Harris,
Harrison, Hartley, Haskell, Hays,
Hemphill, Henderson, Hidalgo, Hill,
Hockley, Hood, Hopkins, Houston, Howard,
Hudspeth, Hunt, Hutchinson, Irion, Jack,
Jackson, Jasper, Jeff Davis, Jefferson,
Jim Hogg, Jim Wells, Johnson, Jones,
Karnes, Kaufman, Kendall, Kenedy, Kent,
Kerr, Kimble, King, Kinney, Kleberg,
Knox, La Salle, Lamar, Lamb, Lampasas,
Lavaca, Lee, Leon, Liberty, Limestone,
Lipscomb, Live Oak, Llano, Loving,
Lubbock, Lynn, Madison, Marion, Martin,
Mason, Matagorda, Maverick, McCulloch,
McLennan, McMullen, Medina, Menard,
Midland, Milam, Mills, Mitchell,
Montague, Montgomery, Moore, Morris,
Motley, Nacogdoches, Navarro, Newton,
Nolan, Nueces, Ochiltree, Oldham,
Orange, Palo Pinto, Panola, Parker,
Parmer, Pecos, Polk, Potter, Presidio,
Rains, Randall, Reagan, Real, Red River,
Reeves, Refugio, Roberts, Robertson,
Rockwall, Runnels, Rusk, Sabine, San
Augustine, San Jacinto, San Patricio,
San Saba, Schleicher, Scurry,
Shackelford, Shelby, Sherman, Smith,
Somervell, Starr, Stephens, Sterling,
Stonewall, Sutton, Swisher, Tarrant,
Taylor, Terrell, Terry, Throckmorton,
Titus, Tom Green, Travis, Trinity,
Tyler, Upshur, Upton, Uvalde, Val Verde,
Van Zandt, Victoria, Walker, Waller,
Ward, Washington, Webb, Wharton,
Wheeler, Wichita, Wilbarger, Willacy,
Williamson, Wilson, Winkler, Wise, Wood,
Yoakum, Young, Zapata and Zavala

Dredging projects along the Texas Gulf Coast Area including all public channels, harbors, rivers, tributaries, and the Gulf Intracoastal Waterways

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUTX1994-001 01/18/1994

	Rates	Fringes
WELDER (DREDGE UNDER 16"")	$ 16.85	0.00
WELDER (DREDGE 16"" AND OVER)	$ 16.85	0.00
TRUCK DRIVER (DREDGE 16"" AND OVER)	$ 16.85	0.00
THIRD ASSISTANT ENGINEER (DREDGE 16"" AND OVER)	$ 16.85	0.00
SHOREMAN (DREDGE 16"" AND OVER)	$ 16.85	0.00
SECOND COOK (HYDRAULIC DREDGING)	$ 16.85	0.00
SECOND ASSISTANT ENGINEER (DREDGE 16"" AND OVER)	$ 16.85	0.00
OPERATOR (MARSH BUGGY DRAGLINE)	$ 16.85	0.00

OILER (MARSH BUGGY DRAGLINE).....$ 16.85 0.00
OILER (DREDGE UNDER 16"").....$ 16.85 0.00
OILER (DREDGE 16"" AND OVER).....$ 16.85 0.00
MESS PERSON (HYDRAULIC DREDGING).....$ 16.85 0.00
LEVERMAN (DREDGE UNDER 16"").....$ 16.85 0.00
LEVERMAN (DREDGE 16"" AND OVER).....$ 16.85 0.00
JANITOR - CABIN PERSON (HYDRAULIC DREDGING).....$ 16.85 0.00
HANDYMAN (HYDRAULIC DREDGING).....$ 16.85 0.00
FIRST COOK (HYDRAULIC DREDGING).....$ 16.85 0.00
FIRST ASSISTANT ENGINEER (DREDGE 16"" AND OVER).....$ 16.85 0.00
FIREMAN (DREDGE 16"" AND OVER).....$ 16.85 0.00
DREDGE TENDER OPERATOR (DREDGE UNDER 16"").....$ 16.85 0.00
DREDGE TENDER OPERATOR (DREDGE 16"" AND OVER).....$ 16.85 0.00
DOZER OPERATOR.....$ 16.85 0.00
DERRICK OPERATOR.....$ 16.85 0.00
DECKHAND (DREDGE UNDER 16"").....$ 16.85 0.00
DECKHAND (DREDGE 16"" AND OVER).....$ 16.85 0.00

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

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to
Executive Order 13658, the contractor must pay all covered workers
at least $13.65 per hour (or the applicable wage rate listed on this
wage determination, if it is higher) for all hours spent performing on
the contract from May 11, 2026, through December 31, 2026. The
applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker
protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

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

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

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

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

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

the requestor considers relevant to the issue.

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

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

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END OF GENERAL DECISION

"

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. PB11509802404

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

THAT WE, Paragon Sports Constructors, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto Philadelphia Indemnity Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Million Two Hundred Sixty-Eight One Hundred Forty-Five and NO /100 Dollars ($ 1,268,145.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for Veterans Park 2026 Turf Replacement,

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

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

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

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

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

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

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

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

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

Bond No. PB11509802404

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

By: _____

Name: Kyle Cavener

Title: Contract Administrator

Date: November 23, 2026

Paragon Sports Constructors, Inc.

By: _____

Name: WILLIAM CHAFFE

Title: PRESIDENT

Date: November 23, 2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: _____

Name: Denise Rangel

Title: Administrator

Date: November 23, 2026

Philadelphia Indemnity Insurance Company
(Full Name of Surety)

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004
(Address of Surety for Notice)

By: _____

Name: Fred A. Thetford, IV

Title: Attorney-in-Fact

Date: November 23, 2026

FOR THE CITY:

REVIEWED:

_____
City Attorney

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

_____
City Manager

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

Contract No. 27300070
Construction Agreement Over $50,000
Form 04-20-2023

TEXAS STATUTORY PAYMENT BOND

Bond No. PB11509802404

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

THAT WE, Paragon Sports Constructors, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Million Two Hundred Sixty-Eight One Hundred Forty-Five and NO /100 Dollars ($ 1,268,145.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 23 day of November, 20 2026, for Veterans Park 2026 Turf Replacement _____, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

Bond No. PB11509802404

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

Paragon Sports Constructors, Inc.

By: Kyle Cavener

Name: Kyle Cavener

Title: Contract Administrator

Date: November 23, 2026

By:

Name: WILLIAM CHAFFE

Title: PRESIDENT

Date: November 23, 2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: Denise Rangel

Name: Denise Rangel

Title: Administrator

Date: November 23, 2026

Philadelphia Indemnity Insurance Company
(Full Name of Surety)

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004
(Address of Surety for Notice)

By:

Name: Fred A. Thetford, IV

Title: Attorney-in-Fact

Date: November 23, 2026

FOR THE CITY:

REVIEWED:

City Attorney

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

City Manager

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

Contract No. 27300070
Construction Agreement Over $50,000
Form 04-20-2023

Bond No. PB11509802404

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Jared Young, Fred A. Thetford, Jr., Tom Young, and/or Fred A. Thetford IV of Contract Bond Agency, LLC,, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1368394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of November, 2026.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

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
Web: http://www.tdi.texas.gov

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

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Web: http://www.tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Client#: 1078787 PARAGSPO1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/22/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kara Kennady	
USI Insurance Services, LLC 14241 Dallas Pkwy STE 700 Dallas, TX 75254 214 443-3100	PHONE (A/C, No, Ext): 214 443-3100	FAX (A/C, No): 214 443-3900
	E-MAIL ADDRESS: Kara.Kennady@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Paragon Sports Constructors, LLC Paragon Sports Constructors, Inc. 5001 Saunders Road Fort Worth, TX 76119	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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:			EPP0650211	06/01/2026	06/01/2027	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 $500,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			EPP0650211	06/01/2026	06/01/2027	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 $			EPP0650211	06/01/2026	06/01/2027	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
A	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		EWC0650214	06/01/2026	06/01/2027	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	Leased/Rented Equipment Installation Fltr			EPP0650211	06/01/2026	06/01/2027	$500,000 Per Occurrence $500,000 Max Per Item $2,500,000 Per Project	

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

The General Liability and Auto Liability policies Include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Auto Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General Liability and Auto Liability policies (See Attached Descriptions)

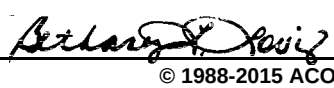
CERTIFICATE HOLDER

City of College Station
1101 Texas Ave
College Station, TX 77845

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

contain a special endorsement with "Primary and Noncontributory" wording.
Umbrella Policy is Follow Form.
RE: 3101 Harvey Rd, College Station, TX 77845

EXHIBIT D
PLANS AND SPECIFICATIONS

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

EXHIBIT E
CONSTRUCTION SCHEDULE

EXHIBIT F
SCHEDULE OF VALUES

CITY OF COLLEGE STATION
VETERANS PARK 2026 TURF REPLACEMENTS
BUYBOARD PURCHASING COOPERATIVE 737-24

Date:	September 22, 2026
Revised:	October 14, 2026 *SF breakout*
Owner:	City of College Station
Project:	Veterans Park Athletic Complex
Address:	3101 Harvey Rd, College, TX 77845

SYNTHETIC TURF REPLACEMENTS - FIELDS 12-13

Paragon Sports Constructors will perform the following scope of work with specialized equipment designed for installation of LEGION PRO SYNTHETIC TURF:

1. PSC will provide materials, labor, equipment, insurance and supervision.
2. PSC will remove the existing turf fields and dispose of offsite. PSC will inspect the existing stone base for any recommended repairs.
3. PSC will remove and replace existing turf nailer.
4. PSC will install owner provided soccer goal anchors.
5. PSC will provide and install 217,000 SF new Shaw Sports Turf LEGION PRO 2.25" synthetic turf system with all lines inlaid per owner provided layout.
6. PSC will provide and install SAND & RUBBER turf infill with GEOFILL cooling infill layer.
7. PSC will provide the Shaw Sports Turf 8-year manufacturer warranty.
8. PSC will train the owner's staff and provide the Shaw Sports Turf Maintenance Manual for owner reference.

Field Turf Replacements 12-13: $1,268,145.00

Field Turf Replacements 12-13: $5.84398/SF

Note: pricing is per Section 1, line 6 Soccer Synthetic Sport Surface Products for Shaw Sports Turf Synthetic Turf which is listed at $10psf with a 5% discount. PSC is well under the discounted list price.

EXCLUSIONS

1. Material Escalation
2. Sales Taxes
3. Liquidated Damages
4. Any repair to the in-field drainage (including base stone). PSC will endeavor to determine any drainage deficiencies in the existing field as soon as they are discovered, however, new turf (and shock pad) installation will neither improve nor degrade the existing drainage of the existing base stone and drainage system. Without remediation, any pre-existing drainage problems in the turf field,

will likely persist. In the event of concern about the quality of the drainage system or drainage of the field, PSC will promptly notify the Owner, and a resolution can be determined.

5. Cost of water
6. Demolition other than stated above
7. All sports equipment
8. All netting
9. New irrigation systems or repair of existing
10. New utilities or water lines
11. Revegetation or sod
12. Erosion control
13. Permits, testing, and fees

PROPOSAL CONDITIONS and QUALIFICATIONS

1. This proposal assumes PSC shall have clear and reasonable access to the work for equipment and materials.
2. PSC has included one mobilization for this project.
3. This proposal assumes PSC standard wage rate for labor (Davis-Bacon or their Governmental wage scales are not included in the pricing above).
4. Due to continuing fluctuations in the cost of materials beyond our control, PSC reserves the right to verify material pricing prior to execution of a contract if a contract is not awarded within 60 days of the date of this proposal.
5. **Unless specifically stated otherwise, this proposal assumes that all construction testing and third-party inspection will be contracted and paid for by the owner or general contractor. PSC will coordinate inspections and make all work available for testing; PSC can provide a separate proposal for this work if desired.**

INSURANCE POLICY COVERAGES

Workers Comp: Bodily Injury	$1,000,000 ea. accident
Workers Comp: Disease	$1,000,000 policy limit
General Liability: General Aggregate	$2,000,000 policy limit
General Liability: Personal/Advert. Injury	$1,000,000 policy limit
General Liability: Each Occurrence	$1,000,000 policy limit
Professional Liability:	$2,000,000 per claim
Pollution Liability:	$2,000,000 per claim
Additional Excess Umbrella	$5,000,000 policy limit

PROPOSAL CONFIRMATION

SIGNED: Sharon Hall

Paragon Sports Constructors

Name: Sharon Hall
Title: Vice President Estimating
Email: shall@paragon-sports.com
Phone: (817) 916-5000

November 23, 2026
Item No. 6.7.
"A Very Merry Northgate" Banner

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approval of a Resolution authorizing a banner celebrating "A Very Merry Northgate" during the Christmas season.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend Council approve the resolution.

Summary: In celebration of the Christmas season, the Economic Development & Tourism Department seeks to display a banner along the entrance treatment at the intersection of Patricia Street and College Main Street to advertise the season of activities occurring within the Northgate District. From November 24, 2026, through December 31 2026, residents and visitors alike will be welcomed to enjoy festive lights and decor, along with holiday gatherings, events, and activities.

The resolution allows the display of this banner during this period. Section 7.5.E.13 of the Unified Development Ordinance (UDO) exempts banners from UDO regulations where there has been a resolution of the City Council that finds that the display of the signs (a) promotes a positive image for the City of College Station for the attraction of business or tourism; (b) depicts an accomplishment of an individual or group; or (c) creates a positive community spirit.

Budget & Financial Summary: N/A

Attachments:
1. Banner Resolution_2026
2. Banner Location
3. A Very Merry Northgate_Events

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE DISPLAY OF A BANNER IN CELEBRATION OF A VERY MERRY NORTHGATE

WHEREAS, Christmas in College Station is the City's annual community-wide holiday tourism campaign, celebrating College Station as a destination for Christmas travel and holiday experiences; and

WHEREAS, the Christmas in College Station campaign encourages residents and visitors to experience everything College Station has to offer during the Christmas season, including festive hotels, local shopping and dining, holiday events and activities, and amazing light displays; and

WHEREAS, A Very Merry Northgate is a district-wide Christmas celebration in College Station's Historic Northgate District, organized as part of the broader tourism campaign; and

WHEREAS, A Very Merry Northgate runs November 24, 2026, through December 31, 2026, and transforms Northgate into a festive holiday destination, featuring its restaurants, bars, entertainment venues, and public spaces to create seasonal activities; and

WHEREAS, Section 7.5.E.13 of the City of College Station Unified Development Ordinance (UDO) exempts signs from UDO regulation where there has been a resolution of the City of College Station City Council that finds that the display of the signs (a) promotes a positive image for the City of College Station for the attraction of business or tourism; (b) depicts an accomplishment of an individual or group; or (c) creates a positive community spirit; now, therefore,

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

PART 1: That the City Council hereby finds that the display of a Christmas banner in Northgate promotes a positive image for the City of College Station for the attraction of business or tourism and creates a positive community spirit.

PART 2: That the City Council hereby authorizes the display of a banner at the proposed location within the City.

PART 3: That the City Council hereby allows the display of said banner from November 24, 2026, until December 31, 2026.

PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

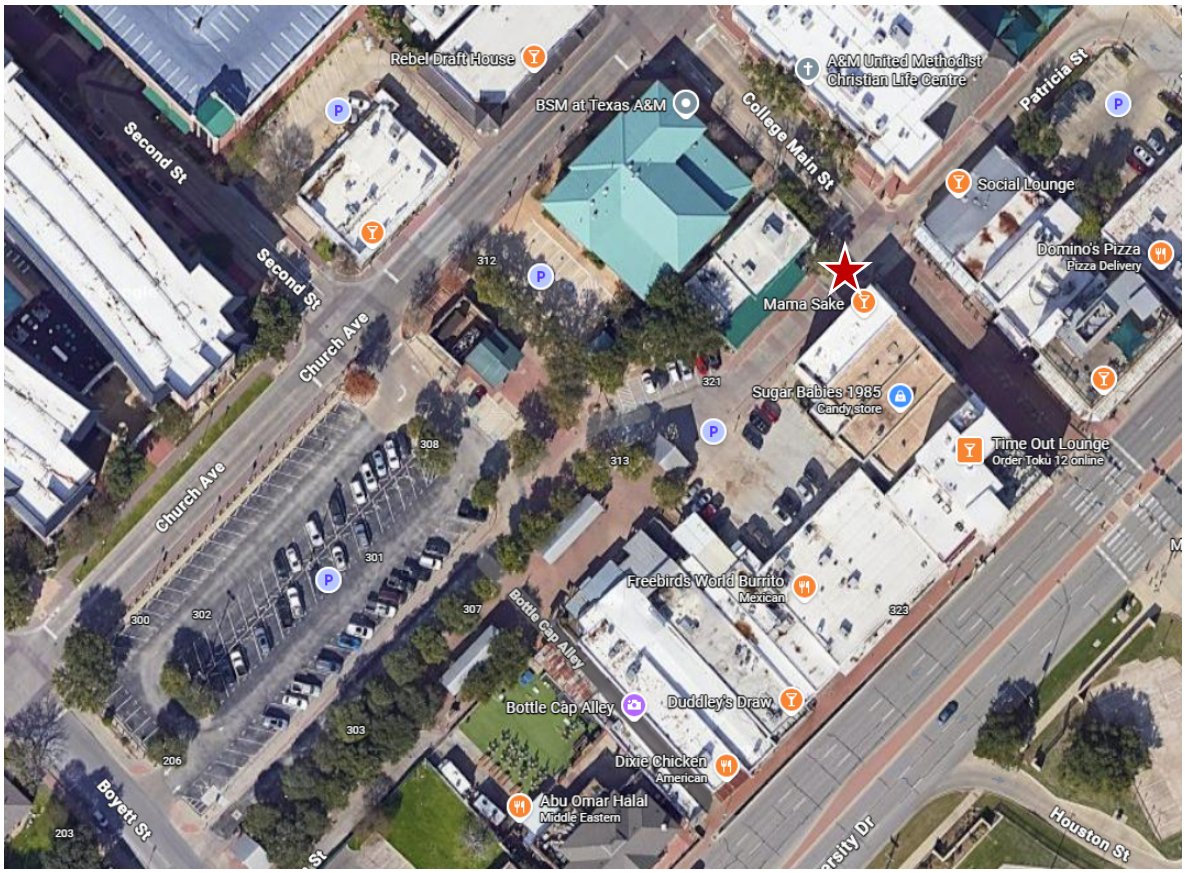
_____ _____

City Secretary **MAYOR**

APPROVED:

_____

City Attorney


Rebel Draft House
A&M United Methodist Christian Life Centre
BSM at Texas A&M
College Main St
Patricia St
Second St
Social Lounge
Domino's Pizza
Pizza Delivery
Mama Sake
Church Ave
Sugar Babies 1985
Candy store
Time Out Lounge
Order Toku 12 online
Freebirds World Burrito
Mexican
Bottle Cap Alley
Duddley's Draw
Dixie Chicken
American
Abu Omar Halal
Middle Eastern
Boyett St
Houston St
312
321
308
313
301
307
323
300
302
303
206
203


Patricia St

A Very Merry
NORTHGATE

A Very Merry Northgate
Historic Northgate District
November 24-December 31
Dazzling lights deck the district from end to end and holiday bar crawls invite friends to mix, mingle and jingle their way from one legendary venue to the next. The fun peaks with the annual Howdy Holidays, featuring a live concert at Harry's on December 12. With private spaces, rooftop patios and plenty of festive spirit, Northgate is also the perfect spot for office parties, Friendsgivings and group celebrations, so book now to claim your date.
ChristmasInCollegeStation.com

Miracle at Dry Bean Saloon
November 24-December 31
Monday- Saturday, 5 pm-2 am
Dry Bean Saloon is going all in on the holidays, with every inch decked in twinkling lights, garland, ornaments and nostalgic Christmas kitsch. The result is a cozy, over-the-top holiday hideaway made for their famous festive cocktails in collectible mugs.

Holiday Bar Crawls
December 4 & 18, 7 pm
Revelers will enjoy festive sips and holiday cheer, so grab your friends and your ugliest sweater.

Howdy Holidays
December 12 at 3-10 pm
Howdy Holidays returns to Historic Northgate with a day-to-night celebration packed with holiday fun. Shop a vendor market featuring popular brands and local boutiques, snag a free bandana with live custom embroidery and snap photos with Santa at the Dixie Chicken. Kids will love the walk-in snow globe, trackless train and more, all set against the most decked-out Northgate yet. After dark, the party moves inside as live music fills bars across the district, leading up to a FREE concert by Jason Boland at Harry's.

Schedule
3-7 pm: Vendor market, kids' activities, photos with Santa and live entertainment
5:30-6:30 pm: Brazos Valley Big Band
6:30-8 pm: Tour of Northgate, with live music at bars across the district
8-10 pm: Free acoustic show by Jason Boland at Harry's

November 23, 2026
Item No. 6.8.
Participation and Release for the Albertsons Opioid Settlement

Sponsor: Adam Falco, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the subdivision participation and release form for the Albertons settlement regarding opioids.

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Staff Recommends Approval

Summary: A new national opioid settlement has been reached with Albertsons, a distributor and dispenser defendant. Texas will receive $57.8 million of the $773 million settlement, and College Station's share is approximately $13,000 in cash to help abate the opioid epidemic. The City's participation will result in a one-time settlement payment. Settlement funds must be used for the Core Strategies and Approved Uses outlined in the Settlement Agreement, including treatment, prevention, and first-responder training. To date, the City has received $173,000 from prior settlements and has spent $52,000 on approved uses.

Budget & Financial Summary: N/A

Attachments:
1. Albertsons Opioid Settlement

Docusign Envelope ID: 8A2CFEA1-56DA-81B7-8220-B689755AE84E

National Opioid Settlement: Albertsons
Opioids Implementation Administrator opioidsparticipation@rubris.com

To: College Station city, TX
Rubris Reference Number: CL-2266946

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENT WITH ALBERTSONS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: December 30, 2026

A new proposed national opioids settlement has been reached with Albertsons ("Settling Defendant"). This participation package is a follow-up communication to the Notice of National Opioids Settlement recently received electronically by your subdivision.

You are receiving this participation package because your state is participating in the new National Opioids Settlement with Albertsons.

This electronic envelope contains:

- A *Participation Form* for the National Opioids Settlement with Albertsons that your subdivision is eligible to join, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before December 30, 2026, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the National Opioids Settlement with Albertsons.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state.

Your subdivision must return a participation form in order for your subdivision to release its claim and receive funds from the National Opioid Settlement with Albertsons.

You are encouraged to discuss the terms and benefits of the National Opioid Settlement with Albertsons with your counsel, the Texas Attorney General's Office, and/or other contacts within your state.

How to return signed forms:

There are three methods for returning the executed Participation Form and any supporting documentation to the Implementation Administrator:

Docusign Envelope ID: 8A2CFEA1-56DA-81B7-8220-B689755AE84E

(1) *Electronic Signature via Docusign:* Executing the Participation Form electronically through Docusign will return the signed form to the Opioids Implementation Administrator and associate your form with your subdivision's record. Electronic signature is the most efficient method for returning the Participation Form, allowing for more timely participation, and is therefore strongly encouraged.
(2) *Manual Signature returned via Rubris Platform Portal:* If your entity is unable to return an executed Participation Form using Docusign, the signed Participation Form may be submitted via the Rubris Platform Portal. Please utilize the link within the New Opioid Settlement Notice email in order to upload your entity's Participation Form directly to the Rubris Platform Portal.
(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return the executed Participation Form using Docusign, the signed Participation Form may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [College Station city, TX] – [CL-2266946].

The sign-on period for subdivisions to participate in the National Opioid Settlement with Albertsons ends on December 30, 2026.

If you have any questions about executing the Participation Form, please contact your counsel, the Opioids Implementation Administrator at opioidsparticipation@rubris.com, or the Office of the Attorney General of Texas, at opioids@oag.texas.gov.

Detailed instructions on how to sign and return the Participation Form, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/. You may also contact opioidsparticipation@rubris.com.

Thank you,
National Opioids Implementation Administrator for Albertsons

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreement referenced above and to manage the collection of settlement participation forms.

Docusign Envelope ID: 8A2CFEA1-56DA-81B7-8220-B689755AE84E

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: College Station city	State: TX
Authorized Official: Bob Yancy, Mayor	
Address 1: P.O. Box 9960 1101 Texas Avenue	
Address 2:	
City, State, Zip: College Station Texas 77842	
Phone: 9797643500	
Email: byancy@cstx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons

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Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Albertsons Settlement.

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Albertsons Settlement.

Docusign Envelope ID: 8A2CFEA1-56DA-81B7-8220-B689755AE84E

11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Bob Yancy

Title: Mayor

Date: _____

November 23, 2026
Item No. 7.1.
Mayor Pro Tempore

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the election of Mayor Pro Tempore.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: At the first meeting of each new City Council, one of the council members shall be elected Mayor Pro Tem and shall hold the office for one year. It is the responsibility of the Mayor Pro Tem to act as Mayor during the disability or absence of the Mayor. In this capacity, the Mayor Pro Tem has the rights conferred upon the Mayor.

Budget & Financial Summary: None

Attachments:
None

November 23, 2026
Item No. 7.2.
Updates from October 26 Audit Committee Meeting

Sponsor: Ty Elliott, City Auditor

Reviewed By CBC: City Council

Agenda Caption: Presentation and discussion regarding an update on the Internal Audit Office and Audit Committee.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: The City Internal Auditor will provide an update on matters discussed at the September 21 and October 26 Audit Committee meetings, including the Fiscal Year 2027 Audit Plan and other matters.

Budget & Financial Summary: None

Attachments:
None

November 23, 2026
Item No. 7.3.
Middle Housing Engagement Summary and HPAC Recommendation

Sponsor: Ashley Klein, Staff Planner

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding direction for the City-initiated Middle Housing rezoning efforts, public engagement feedback, and the Housing Plan Advisory Committee's recommendation.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Sustainable City

Recommendation(s): Staff recommends pausing the initiative and reevaluating the MH Middle Housing zoning district. This would potentially include breaking out the district into two density categories to provide more certainty and context-sensitivity in development.

Summary: A presentation including the background of the initiative, the process staff followed, public engagement results, and the recommendation of the Housing Plan Advisory Committee.

Budget & Financial Summary:

Attachments:
1. MiddleHousing_EngagementReport_October2026

City-Initiated Middle Housing Engagement Report

Housing Plan Advisory Committee – October 28, 2026

Input Received Through: 10/21/2026

Purpose

Staff requests direction from the Housing Plan Advisory Committee (HPAC) regarding which proposed areas, if any, should advance for further evaluation and potential City-initiated rezoning to MH Middle Housing.

Background

This City-initiated Middle Housing Engagement Initiative implements HPAC and City Council direction to explore proactive rezoning that supports additional housing choices and affordable and workforce housing opportunities.

Staff established four screening criteria as approved by the HPAC to identify properties potentially appropriate for rezoning to MH Middle Housing. Properties had to meet all four criteria:

- The property's Future Land Use designation is Mixed Residential.
- Rezoning to MH Middle Housing would increase the development options available for the property.
- The property is not a school or church property.
- The property is not already zoned MH Middle Housing.

Using these criteria, staff identified 32 potential rezoning areas encompassing approximately 173.87 acres and 706 properties. In May and July 2026, staff presented the potential areas to HPAC to receive direction on which areas should be included in public engagement.

In September 2026, the City mailed more than 1,440 letters to property owners whose properties met the selection criteria or were located within 200 feet of an identified property. The letters explained that the recipient’s property or a nearby property was being

considered for rezoning to MH Middle Housing and invited recipients to share their feedback through several engagement opportunities.

Public engagement was conducted to help determine whether pursuing rezoning would be appropriate. This report summarizes the comments received across all engagement opportunities and identifies the key themes that emerged from community feedback.

Engagement Process

The comments summarized in this report reflect feedback received through an online interactive map, virtual and in-person open houses, and direct conversations between residents and staff through phone calls, email, and individual meetings. The engagement process included:

- Notification letters
- An online interactive survey map
- A virtual open house
- An in-person open house at City Hall

Engagement Details

- **September 28 – October 5, 2026:** More than 1,440 notification letters mailed to property owners
- **September 29, 2026:** Began online engagement through interactive map; 177 comment submissions as of October 21, 2026
- **October 19, 2026:** Virtual open house with approximately 25 attendees
- **October 20, 2026:** In-person open house at City Hall with approximately 80 attendees

Online Interactive Map

- The notification letters included a QR code linking to a website featuring an interactive map of all 32 potential rezoning areas. Residents could use the map to review the locations being considered and submit comments about individual areas. This format provided an opportunity for property owners and other community members to share location-specific feedback online.

Open Houses

- Staff hosted two open houses to provide residents with opportunities to learn about the potential Middle Housing rezoning initiative and share their perspectives. A

virtual open house was held on October 19, 2026, with approximately 25 residents attending. An in-person open house followed on October 20, 2026, at City Hall, with approximately 80 residents attending.

- During the in-person open house, residents could complete comment cards and use sticky notes on preference boards to identify areas where they supported or opposed the potential rezoning. These activities allowed participants to communicate their preferences for specific areas and provide additional comments.

Direct Communication with Residents

- In addition to the formal engagement opportunities, City staff communicated directly with numerous residents through phone calls, email correspondence, and individual meetings. These conversations provided additional opportunities for residents to ask questions, better understand the potential rezoning initiative, and share their concerns, perspectives, and preferences with staff.

Participation and Results

Input method	Results reviewed
Hub Site Survey	177 submissions: 157 selected No/concerns, 14 selected Yes, and 6 selected Not sure
Comment Cards	24 apparent separate submissions: 21 classified Oppose, 1 Support, and 2 General
Preference Boards	127 area-linked rows containing 71 distinct comment texts; many comments were repeated for multiple areas
Virtual Meeting	Approximately 25 attendees of those about 16 public speakers captured across the main room and breakout-room transcripts

All 32 proposed areas received online feedback, although the volume and specificity of input varied considerably across area.

Major Themes

Opposition and concerns predominated written input received to date. Participants frequently questioned whether additional Middle Housing zoning would produce affordable

options for permanent residents or encourage replacement of existing lower-cost homes and duplexes with student-oriented rentals.

Recurring concerns included:

- Loss of existing affordable and workforce housing and potential displacement.
- Changes to neighborhood character, historic identity, and community relationships.
- Uncertainty about the housing types and development intensity that could follow rezoning.
- Traffic, parking, neighborhood access, and safety near schools and parks.
- Drainage, infrastructure capacity, green space, and wildlife.
- Property values, taxes, notification, and opportunities to influence future development.

Support emphasized additional housing choices, entry-level homeownership, and opportunities for young professionals, healthcare workers, families, and older residents. Some residents supported particular housing product types, such as duplexes and townhomes, while expressing concern regarding the broader range of allowed product types under a Middle Housing designation.

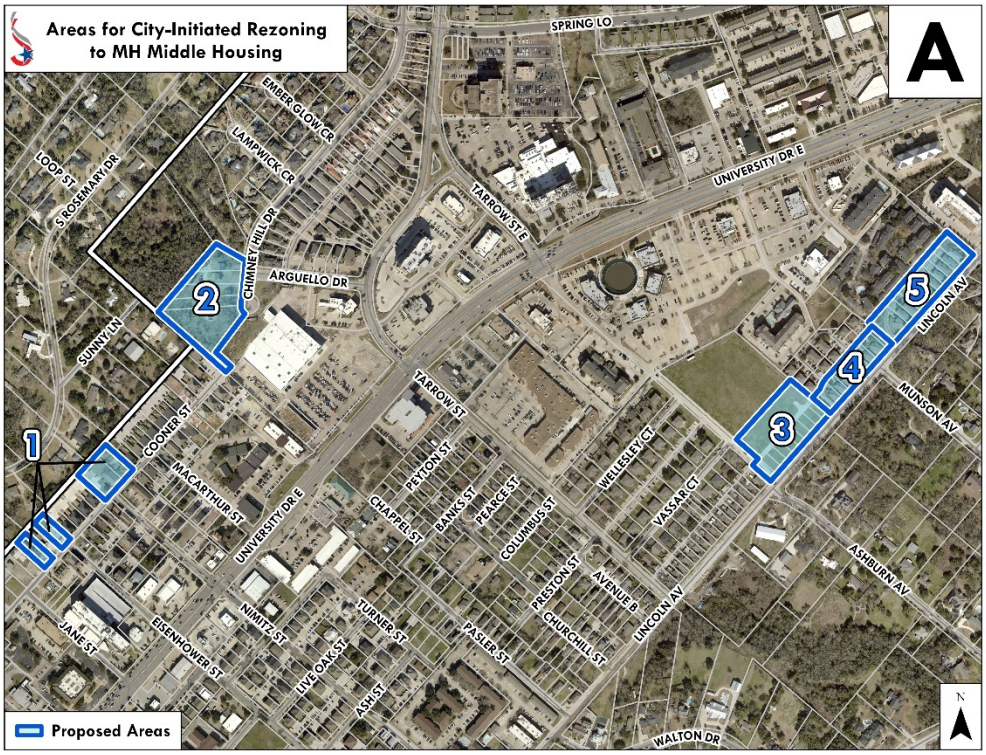
Geographic Patterns

Area(s)	**Summary of feedback**
8–13: Georgia Street/Gabbard Park/South Knoll	Recurring opposition across engagement methods emphasized preservation of existing affordable housing, neighborhood diversity and historic identity, school access, traffic, and Gabbard Park.
18	Recurring concerns addressed preservation of family housing, affordability, displacement, parking, and traffic.
27	Opposition emphasized compatibility with surrounding single-family neighborhoods, traffic, and school pedestrian safety. Support was also expressed during the virtual meeting.
31	A major concentration of opposition concerned both Middle Housing zoning and the Southern Plantation extension. This area received 58 Hub submissions, including 55 No/concerns selections. Limited support and conditional support were also received.

29–30	Feedback was mixed. Support emphasized healthcare workforce housing and homeownership opportunities. Opposition emphasized compatibility, traffic, environmental effects, and impacts on adjacent residents.
32	Opposition focused on preserving existing single-family housing and questioning the need for rezoning.
Other areas	Input varied in volume and specificity. Comments included opposition, questions about selection and existing zoning, and qualified preferences for particular housing types. Limited input should not be interpreted as support.

Findings by Area

Map A: Areas 1-5



Area 1 – Cooner Street

Area-specific feedback was limited for Area 1 (Cooner Street) and included one online submission of opposition that did not included a written explanation. Virtual discussion focused on why these properties were included in the current initiative rather than previous rezoning efforts and sought clarification about their existing zoning. Little additional direction specific to Area 1 was provided.

Area 2 – Chimney Hill Drive

Comments on Area 2 (Chimney Hill Drive) opposed rezoning to Middle Housing and emphasized preserving existing General Suburban housing. Participants raised concerns about flooding near the creek and any development that might connect Cooner Street to Chimney Hill Drive. Virtual discussion also questioned why properties considered during earlier efforts were being revisited and whether nearby residents and the homeowners' association had provided feedback.

Area 3 – Lincoln Avenue

Input provided on Area 3 (Lincoln Avenue) included support, although most online selections expressed concerns. Comments emphasized existing traffic on Lincoln, Ashburn, and Munson; school access and pedestrian safety; drainage and flooding; and potential increases in noise, lighting, and parking demand. Participants questioned how rezoning would affect existing PDD provisions and the transition to nearby neighborhoods. Some expressed qualified support for duplexes or additional housing if impacts were addressed, while opposing larger student-oriented buildings.

Area 4 – Lincoln Avenue

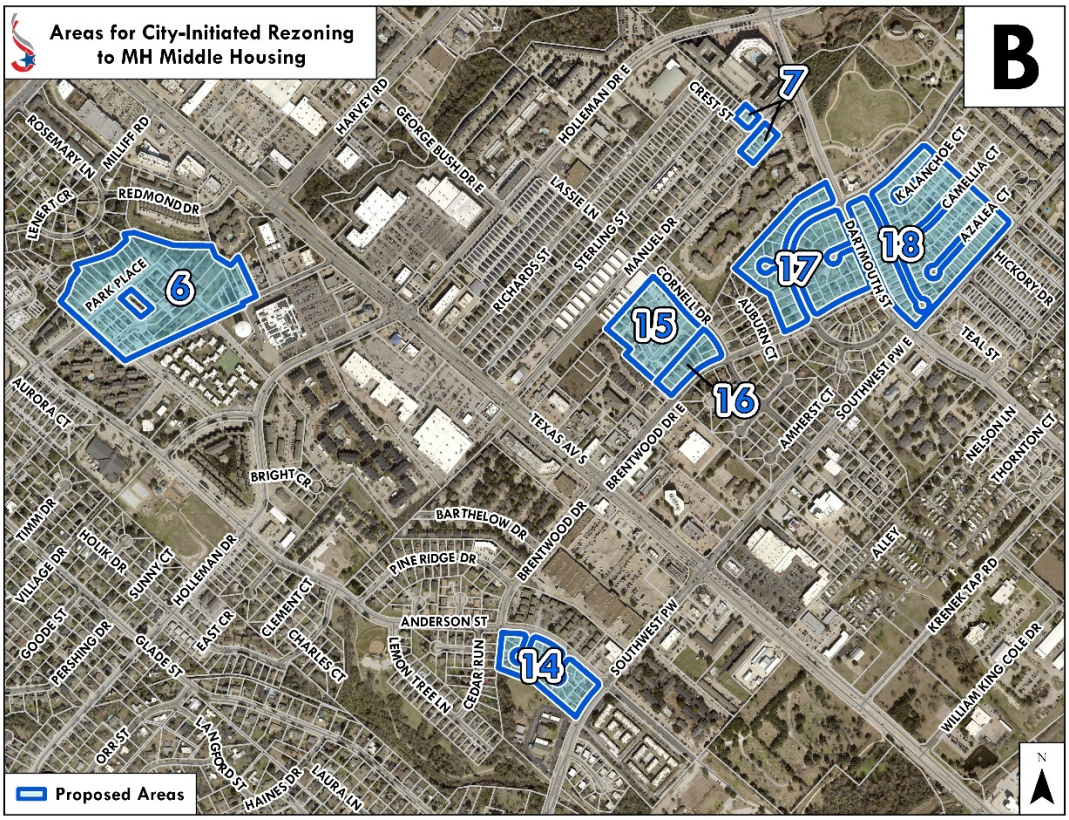
Comments on Area 4 (Lincoln Avenue) expressed opposition or uncertainty about how rezoning could affect existing development. Concerns included parking capacity, drainage and impervious cover, traffic on surrounding streets, and potential replacement with larger buildings. A respondent identifying the property as part of an existing PDD questioned the effect on the remainder of that development and raised concerns about potential changes to building setbacks. Participants also requested clarification about whether redevelopment plans existed and sought additional opportunities for discussion with staff.

Area 5 – Lincoln Avenue

Comments on Area 5 (Lincoln Avenue) expressed opposition or uncertainty about potential redevelopment. Written concerns focused on existing parking constraints, runoff into nearby creeks, traffic on Ashburn and Munson, and potential noise and lighting impacts on neighboring homes. Participants asked whether redevelopment plans existed and how

impacts would be addressed. Broader comments covering the Lincoln Avenue areas favored retaining the existing smaller homes as a transition to surrounding neighborhoods.

Map B: Areas 6-7; 14-18



Area 6 – Park Place

Feedback was mixed in the limited online responses, while virtual discussion emphasized concerns about additional density. Participants described existing congestion, tight street turns, pedestrian activity, and potential flooding near the creek. Other concerns included noise, lighting, and compatibility with the neighborhood's existing development. Comments indicated Park Place has existing problems with traffic and parking. There were additional concerns about the current small lot sizes and street width. This area was denied in a previous rezoning initiative. Residents also were concerned about Middle Housing development leading to light pollution.

Area 7 – Manuel Drive

Limited feedback included both support and concerns for Area 7 (Manuel Drive). A supporting online submission asked why the remaining residential properties on Manuel Drive were not included. Virtual discussion acknowledged existing redevelopment in the surrounding area but provided limited additional direction specific to this proposal.

Area 14 – Anderson Street

Comments emphasized preserving existing housing that serves lower- and middle-income residents in Area 14 (Anderson Street). A respondent identifying as an owner of multiple properties questioned how redevelopment would occur and noted the housing currently being provided. Other feedback raised displacement concerns, suggested assistance with neighborhood upkeep, and expressed a preference for zoning that reflects existing duplex development.

Area 15 – Cornell Drive

Area-specific feedback was limited for Area 15 (Cornell Drive). Virtual discussion questioned the need to rezone existing fourplex development and sought clarification about replacing a retired zoning district. The online submission raised questions about the property-ownership response options. This area was also included in a broader board comment opposing rezoning across multiple areas.

Area 16 – Brentwood Drive East

Area 16 (Brentwood Drive East) received limited input but included an online submission of opposition without a written explanation, as well as a broader board comment opposing rezoning across multiple areas. The reviewed feedback provided little detail about conditions or concerns specific to this area.

Area 17 – Dartmouth Street

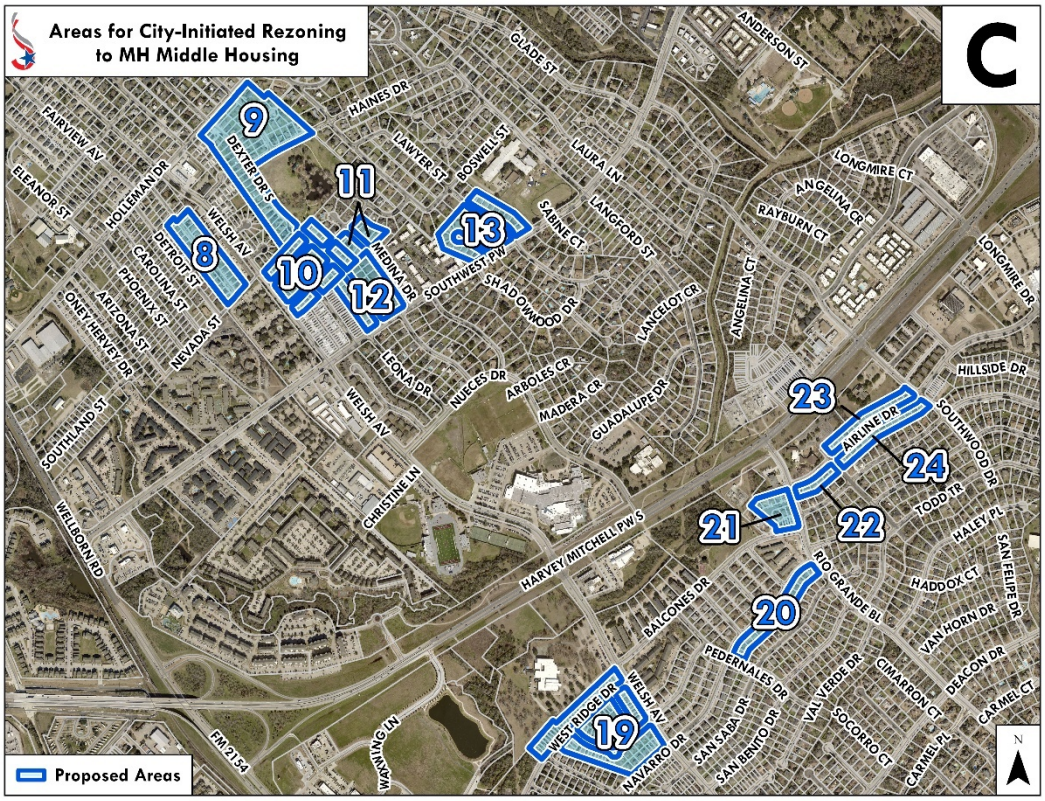
Comments expressed concern about neighborhood character preservation and the effects of redevelopment in Area 17 (Dartmouth Street). A preference board comment addressing Areas 17 and 18 raised the possibility of displacement and requested consideration of compensation and relocation assistance if redevelopment occurred. Other opposition included this area within a broader objection to rezoning.

Area 18 – Southwest Parkway East

Comments for Area 18 (Southwest Parkway East) emphasized retaining existing family housing and preserving affordability. Participants raised concerns about narrow streets, parking, traffic, emergency access, and children's safety. Other concerns included displacement, property values and taxes, water capacity, and whether redevelopment

would produce student-oriented housing. Several participants questioned the need to rezone an established neighborhood and preferred retaining its current character.

Map C: Areas 8-13; 19-24



Area 8 – Georgia Street

Comments for Area 8 (Georgia Street) opposed rezoning and emphasized preserving the neighborhood's historic Black community, existing housing, and longstanding social connections. Participants expressed concern that investor purchases and student-oriented redevelopment could displace lower-income families and older residents. Feedback also referred to nearby churches, the Lincoln Center, neighborhood protections, and children's safety. Some comments suggested addressing student housing demand closer to campus.

Area 9 – Holleman Drive

Comments for Area 9 (Holleman Drive) emphasized preserving existing smaller homes, affordable rentals, neighborhood diversity, and the community surrounding Gabbard Park. Participants raised concerns about displacement, student-oriented redevelopment, traffic,

parking, noise, property values, and park habitat disruptions for native and endangered species. Questions addressed previous decisions to exclude properties, notification beyond the immediate area, and participation by renters. Some respondents expressed qualified acceptance of particular housing types, subject to parking, design, and neighborhood compatibility.

Area 10 – Welsh Avenue

Feedback for Area 10 (Welsh Avenue) included opposition to additional student-oriented housing and broader comments addressing Areas 8–13. Participants identified parking constraints, traffic, neighborhood character, and potential effects on Gabbard Park and surrounding habitat. Comments favored retaining the existing development pattern rather than introducing additional density.

Area 11 – Medina Drive

Comments for Area 11 (Medina Drive) emphasized preserving housing accessible to families and questioned the effects of additional student-oriented development. Participants raised concerns about proximity to an elementary school, existing street parking, traffic, and the cost of infrastructure improvements. Broader neighborhood comments also emphasized affordability, compatibility, and maintaining access to nearby schools and Gabbard Park.

Area 12 – Dexter Drive South

Comments on Area 12 (Dexter Drive South) opposed rezoning and emphasized retaining existing duplex and other lower-cost housing serving families, workers, and long-term residents. Participants highlighted walking access to South Knoll Elementary and expressed concern that redevelopment could reduce affordable housing choices for households with children. Other concerns included traffic, parking, drainage, neighborhood character, and children's safety. Respondents also questioned why previously considered properties were being revisited.

Area 13 – Southwest Parkway

Comments on Area 13 (Southwest Parkway) focused on existing traffic and neighborhood access, particularly along Lawyer Place, Shadowwood Drive, and Southwest Parkway. Participants described school drop-off and pick-up congestion and raised concerns about pedestrian and bicycle safety near South Knoll Elementary and surrounding neighborhoods. Feedback also emphasized retaining affordable duplexes and family housing. Some participants requested greater attention to maintenance, infrastructure needs, and the rationale for selecting the area.

Area 19 – West Ridge Drive

Area-specific online feedback was limited on Area 19 (West Ridge Drive) and included one opposition submission without a written explanation. Virtual discussion emphasized retaining existing older duplex housing, while preference board comments included this area within broader opposition to rezoning. The principal preference expressed was to preserve the existing housing pattern rather than facilitate more intensive redevelopment.

Area 20 – Navarro Drive

Online comments regarding Area 20 (Navarro Drive) opposed rezoning and emphasized compatibility with nearby single-family neighborhoods, existing affordability, and the potential displacement of families. Respondents questioned why this street was selected and what development might follow. Virtual discussion raised concerns about crime and property conditions while expressing openness to rehabilitation or duplex development. Feedback therefore included opposition to the proposal alongside qualified interest in housing improvements.

Area 21 – Rio Grande Boulevard

Area-specific input was limited for Area 21 (Rio Grande Boulevard). The online submission opposed rezoning without providing a detailed explanation. Other feedback included broader objections covering several areas and a preference expressed during virtual discussion for retaining existing duplex development where appropriate.

Area 22 – Airline Drive

Comments on Area 22 (Airline Drive) emphasized the role of existing duplexes in providing affordable housing for working families, single parents, and residents beginning their careers. Participants expressed concern that replacement with student-oriented housing could displace those households. Feedback also noted access to nearby employment, shopping, transit, and schools. Two online records contained identical substantive comments and should not be interpreted as evidence of two distinct respondents.

Area 23 – Airline Drive

Comments on Area 23 (Airline Drive) opposed rezoning and emphasized preserving affordable housing and residential stability. One respondent described the importance of remaining near a school providing services for their child and expressed concern about

having few affordable alternatives. Broader comments also identified the risk of replacing housing for year-round residents with student-oriented development.

Area 24 – Airline Drive

Comments on Area 24 (Airline Drive) emphasized retaining affordable duplex housing that serves working families and other year-round residents. Participants expressed concern that student-oriented redevelopment could displace existing households and reduce access to nearby employment, shopping, and transit. This area was also included in broader preference-board objections to rezoning.

Map D: Areas 25-32



Area 25 – Rock Prairie Road West

Area-specific input was limited on Area 25 (Rock Prairie Road West). An online submission of opposition was received without a written explanation. A preference board comment addressing several areas raised concerns about flooding, environmental impacts, traffic,

and property values. Virtual discussion expressed a more favorable view of purpose-built Middle Housing near the Barracks than of redevelopment within established neighborhoods, and highlighted its potential for workforce housing, although detailed preferences for Area 25 were limited.

Area 26 – Rock Prairie Road West

Area 26 (Rock Prairie Road West) received limited feedback. Online feedback included concerns and uncertainty, with one comment requesting housing suitable for families. A broader preference board objection included this area among several locations associated with flooding, environmental, traffic, and property value concerns. Virtual discussion expressed qualified acceptance of purpose-built Middle Housing in the vicinity of the Barracks and its potential for workforce housing.

Area 27 – Graham Road

Comments on Area 27 (Graham Road) predominantly opposed rezoning and emphasized compatibility with surrounding single-family neighborhoods and nearby schools. Participants raised concerns about existing congestion, children walking to school, construction access, drainage, and potential development intensity. Some preferred single-family development and questioned why an area considered during previous rezoning efforts was being revisited. Support was also expressed during the virtual meeting, referencing opportunities to provide housing near the medical district. This zoning change was supported by the property owner.

Area 28 – Rock Prairie Road

Online comments opposed rezoning and emphasized neighborhood character, existing traffic, and a preference for traditional single-family housing in Area 28 (Rock Prairie Road). Participants expressed concern that Middle Housing could encourage student-oriented development rather than housing suitable for families and permanent residents. A broader board comment also raised flooding and environmental concerns. Virtual discussion addressing Areas 28–30 together identified opportunities for housing serving healthcare workers and young professionals.

Area 29 – Rock Prairie Road

Feedback is mixed on Area 29 (Rock Prairie Road). Supporting comments emphasized townhomes, duplexes, and other ownership opportunities for healthcare workers, young professionals, families, and older residents. This zoning change was supported by the property owner. Participants described the need for alternatives to expensive detached homes and conventional apartment rentals near the medical district. Opposition focused

on traffic, property values, environmental impacts, compatibility with adjacent neighborhoods, and uncertainty about whether development would serve permanent residents or students. Questions also addressed potential effects on property tax valuation.

Area 30 – Rock Prairie Road

Feedback was mixed on Area 30 (Rock Prairie Road), with support emphasizing townhomes and condominiums as entry-level ownership opportunities and options for healthcare workers and downsizing residents. This zoning change was supported by the property owner. Opposing comments emphasized traffic and safety, neighborhood character, noise and lighting, wildlife, and potential effects on nearby properties. Some neighboring residents preferred single-family development and expressed concern about more intensive rental housing. Discussion also highlighted uncertainty about which housing types would ultimately be constructed.

Area 31 – Southern Plantation Drive

Comments on Area 31 (Southern Plantation Drive) predominantly opposed rezoning and frequently also opposed extending Southern Plantation Drive to Victoria Avenue. Participants emphasized children's safety, access to neighborhood parks, potential cut-through traffic, compatibility with adjacent homes, and retaining open space or a buffer from nearby development. Other concerns included flooding, property values, the site's limited developable area, notification, and the relationship to previous rezoning decisions.

Participants requested clarification about whether the road extension would be required without Middle Housing zoning, who would fund it, and how school access, emergency response, and drainage had been evaluated. Some suggested narrower housing options or a coordinated planned development approach. Limited support and conditional support were also received; one online comment favored the road connection while proposing that the remaining space serve pedestrian and bicycle access.

Area 32 – Whispering Creek Drive

Comments on Area 32 (Whispering Creek Drive) opposed rezoning and emphasized retaining existing single-family homes and neighborhood character. Participants questioned the purpose of rezoning an already developed street and whether achieving additional housing types would require demolition of existing homes. Other concerns included traffic, preserving housing for families, and uncertainty about future

redevelopment and aesthetics. One comment card grouped Areas 31 and 32 together, although its specific safety concerns referenced Southern Plantation Drive.

General Feedback:

General feedback reflected both support for efforts to improve housing affordability and concern that the proposed Middle Housing approach may not achieve that goal equitably. Respondents questioned whether additional housing types would create attainable starter homes for young professionals and families or instead increase costs, displace existing residents, and primarily benefit developers of student-oriented housing. They also called for greater coordination with the university and raised concerns about the proposal's broad scope, development in established residential, rural, or undeveloped areas, density near parks, neighborhood compatibility, community character, traffic, stormwater runoff, emergency access on narrow streets with on-street parking, possible occupancy restrictions, and public safety.

Options and Next Steps

Staff requests that HPAC provide direction regarding which areas should:

- Proceed to initiate the rezoning process.
- Conduct additional analysis or public engagement before further consideration.
- Be removed from further consideration at this time.
- Be addressed through alternative direction provided by HPAC.

Appendices

Online Map Comments (September 30 – October 21, 2026):

Which area are you commenting on?	Creation Date	Do you own property that is included within a proposed area to be zoned Middle Housing?	Do you support this area being zoned Middle Housing?	Comments:
Area 1, Cooner St	10/16/2026 00:07:07.138	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	
Area 2, Chimney Hill Dr	10/16/2026 00:09:26.058	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	There is a shortage of General Suburban houses in College Station. Don't make this area Middle Housing
Area 2, Chimney Hill Dr	10/20/2026 18:58:48.002	Yes - I own property that is included	No - I have concerns about this change	
Area 2, Chimney Hill Dr	10/21/2026 01:31:24.563	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I do not support any development that would potentially connect Cooner St to Chimney Hill Dr

Area 3, Lincoln Ave	10/15/2026 16:29:25.288	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	This area has been rezoned several times and it is unclear what it will turn into. I live in the adjacent neighborhood, but not within 200 feet. I am concerned about the potential for noise, light, and traffic increases . While we need density and infill to create housing opportunities, how will this impact our drainage (already flooding problems along Ashburn) and increased traffic along Munson and Ashburn? The city considers MH a buffer zone, but without addressing these problems that can result, it isn't much of buffer. It becomes an intrusion. And, it appears that the developers have the decision making power to put what they want where they want without regard for addressing up front the long term impacts. If the long term impacts can be adequately addressed and buffered for the neighborhood, I would feel more supportive.
Area 3, Lincoln Ave	10/15/2026 17:03:52.296	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	The traffic on Lincoln and Ashburn Ave is very heavy presently. We do not need or want any more multi family buildings on Lincoln. No more congestion.
Area 3, Lincoln Ave	10/15/2026 19:22:42.216	No - I do not own property that is included nor adjacent to a proposed area	Yes – I like this change	
Area 3, Lincoln Ave	10/16/2026 00:14:16.025	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	When will the city ask simply if one lives near an area. None of the students personally own any of the houses you plan to build them. The students are all renters. Yet all of these areas are built for students!
Area 3, Lincoln Ave	10/18/2026 15:12:30.686	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	

Area 3, Lincoln Ave	10/18/2026 19:04:21.575	Yes - I own property that is included	No - I have concerns about this change	
Area 3, Lincoln Ave	10/19/2026 13:06:29.810	Yes - I own property that is included	No - I have concerns about this change	This area is part of a PDD that has already been approved. The change of zoning would be a downgrade and negatively impact the rest of the area and negatively affect the PDD.
Area 3, Lincoln Ave	10/21/2026 13:47:50.581	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	This comment is for all of the Lincoln avenue areas as they are adjacent to one another. I don't want to see multi-family (more likely student dorms) 4-plexes or greater going up. The current small patio homes that are there are the perfect buffer to the historic neighborhoods on the other side of Lincoln. More density will just increase traffic. We already have a traffic problem with the number of people who cut through munson and ashburn, the school unloading and loading, and the sorority parties.
Area 4, Lincoln Ave	10/15/2026 16:38:24.793	No - I do not own property that is included nor adjacent to a proposed area	Not sure	How likely is it that the apartments already there will be torn down and something larger built? If they aren't and just allowed to have a higher density of people living there, how will the complex manage parking? Those spaces are pretty full already and Lincoln is not wide enough to support on street parking. That complex already runs a lot of water into the nearby creek. If they somehow expand parking, that will be even more impermeable surface. I am okay with what is already there, but unsure how the new rezoning will impact this area. If it is torn down and something else rebuilt, then I have many other concerns: How will you ensure that developers address up front the potential for more runoff into our creeks that ALREADY flood, increased street traffic on Ashburn and Munson.
Area 4, Lincoln Ave	10/16/2026 00:15:52.579	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	

Area 4, Lincoln Ave	10/18/2026 15:13:19.788	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	
Area 4, Lincoln Ave	10/18/2026 19:05:46.417	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	
Area 4, Lincoln Ave	10/19/2026 13:17:28.031	Yes - I own property that is included	No - I have concerns about this change	This area is part of a PDD and the zoning change could negatively impact these properties and the remainder of the property that is also a part of this PDD. Additionally, as it is currently constructed, the specific noted area is Patio Homes/ Courtyard Homes. The MH requirement for a Courtyard home is minimum 5' and maximum 15' from the road. As busy as Lincoln and Munson are , we feel that it would be a detriment to the property to have the structure any closer to the road it were to be redeveloped. Overall, the change to MH does not add value to our property and we do not support the change.
Area 4, Lincoln Ave	10/20/2026 02:50:52.773	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	Worst idea to come out of city staff or council to date. City issues are our issues not TAMU. Incredible stupidity from all concerned.
Area 5, Lincoln Ave	10/15/2026 16:41:20.013	No - I do not own property that is included nor adjacent to a proposed area	Not sure	How likely is it that the apartments already there will be torn down and something larger built? If they aren't and just allowed to have a higher density of people living there, how will the owner manage parking? Those spaces are pretty full already and Lincoln is not wide enough to support on street parking. These patio homes already run a lot of water into the nearby creek. If they somehow expand parking, that will be even more impermeable surface. I am okay with what is already there, but unsure how the new rezoning will impact this area. If it is torn down and something else rebuilt, then I have many other concerns: How will you ensure that developers address up front the potential for more runoff into our creeks that ALREADY flood, increased street traffic on Ashburn and Munson, and noise/light pollution into homes on Munson?

Area 5, Lincoln Ave	10/16/2026 00:17:40.068	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	
Area 5, Lincoln Ave	10/18/2026 15:14:00.437	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	
Area 5, Lincoln Ave	10/18/2026 19:06:32.343	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	
Area 6, Park Pl	10/15/2026 16:37:40.443	No - I do not own property that is included nor adjacent to a proposed area	Yes – I like this change	
Area 6, Park Pl	10/16/2026 00:21:14.686	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	How many houses till you are satisfied?

Area 7, Manuel Dr	10/16/2026 00:21:56.156	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	
Area 7, Manuel Dr	10/20/2026 13:11:02.012	No - I do not own property that is included nor adjacent to a proposed area	Yes – I like this change	Why not include the rest of the residential units on Manual Dr?
Area 8, Georgia St	10/15/2026 21:43:56.572	Yes - I own property that is included	No - I have concerns about this change	I do not believe that allowing large real estate companies and wealthy investors to take over properties in low-income neighborhoods is the answer to our housing problems. Instead, we need to come together as a community and explore solutions to student overcrowding. Some possibilities include offering more online or virtual classes, constructing additional student housing, and building more dormitories on or near the Texas A&M campus. There are certainly other solutions worth considering. What about families with three or four children whose parents work hard every day, sometimes earning only minimum wage? Where are they supposed to live when affordable homes are being purchased by investors and converted into student rentals? I believe we can find solutions that meet the needs of Texas A&M students without sacrificing the character, history, and stability of our neighborhoods.
Area 8, Georgia St	10/16/2026 00:23:07.572	No - I do not own property that is included nor adjacent to a	No - I have concerns about this change	

		proposed area		
Area 8, Georgia St	10/17/2026 20:24:52.774	Yes - I own property that is included	No - I have concerns about this change	No
Area 8, Georgia St	10/19/2026 04:33:40.039	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	We have concerns of how this will affect our neighborhood. We want to preserve the integrity of hour neighborhood too.
Area 9, Holleman Dr	10/11/2026 21:37:56.010	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	These are small "starter" type homes. Most are rentals, but many working people live here. They will be displaced by students. Given what you want to do, Gabbard Park will be surrounded by 3-story mini-dorms, streets will become even more clogged with cars and traffic will be even worse. Why are you doing this to us?
Area 9, Holleman Dr	10/14/2026 21:41:31.770	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I live on the other side of SW parkway from this area (9) and walk through this neighborhood, along with areas 11 &13 almost daily. These are longstanding, single-family neighborhoods, with homes some people have lived in for 50+ years. This is one of the few remaining affordable single-family housing options left in this part of the city. Changing the zoning to MH will open the door to investors (who care nothing for the residents who live in and walk these areas) to throw up cheap, crowded, loud, "Ag-shacks" like those along Welsh & Fairview, decimating this neighborhood and displacing residents who have lived there for decades.
Area 9, Holleman Dr	10/15/2026 03:46:02.302	No - I do not own property that is included nor adjacent	No - I have concerns about this change	I am having some trouble manipulating your interactive map, but I'm opposing the rezoning of S Dexter and Taurus that surround Gabbard Park. I believe those areas were removed from the list back in 2023. Why are they appearing on the list now? Please leave these neighborhoods in South Knoll alone. This type of knee jerk rezoning needs to stop. The staff and council need

		to a proposed area		to answer the specific questions raised in Fred Dupriest's presentation in the most recent Hear the Visitors, before anymore rezoning efforts take place. Thank you.
Area 9, Holleman Dr	10/15/2026 04:49:31.583	No - I do not own property that is included nor adjacent to a proposed area	Not sure	I own and live in a single family home on Caudill St. I am most concerned about the proposal/plans for areas 9 and 13. Nearly all of my neighbors are college students. The streets in this area are busy and congested enough already. Often traffic has to take turns letting oncoming traffic pass through; and at certain times of the day some streets in this neighborhood, especially Lawyer, are totally impassable. In addition, these neighborhood streets are not designed to handle the amount of traffic that will be generated by the number of people living in large, concentrated, multi-unit rentals. So I OPPOSE this type of MULTI-UNIT RENTAL in these areas. To be clear, as long as there is adequate off-street parking, I am not opposed to “Ag shacks”, but nothing larger. However, I suggest we work on existing traffic flow issues in the neighborhood before we commit to causing more. Thank you for taking time to consider our concerns as it pertains to our quality of life in the community.
Area 9, Holleman Dr	10/16/2026 00:27:41.989	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	This area is protected by Ordinance no.231 that was passed into law in 1956
Area 9, Holleman Dr	10/16/2026 00:31:54.048	Not sure	No - I have concerns about this change	Why don't you just close South Knoll elementary school?
Area 9, Holleman Dr	10/17/2026 20:25:31.854	Yes - I own property that is included	No - I have concerns about this change	

Area 9, Holleman Dr	10/17/2026 20:43:48.218	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I own property beyond 200 ft. Do you think people outside the area don't count the same? Did you contact all the renters in the area. Just owners? So the guy with 20 houses who lives in a HOA neighborhood gets to change where we live? What a pretense survey. Why bother. You know people who actually live in the area do not support middle housing or any initiatives to increase density. Stop lying about increased choices. Permitting more building types does not obscure the obvious; they are all for students and great family neighborhoods are being ruined. Do you know what it is like to awake at11:30 to 30 aggies yelling drinking chants. It sounds like a mob coming down the street, terrifying for overnighting grand children. Neighborhood integrity should be protected.
Area 9, Holleman Dr	10/18/2026 23:59:26.042	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	Will be an eyesore and decrease my property value
Area 9, Holleman Dr	10/19/2026 20:52:37.381	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	
Area 9, Holleman Dr	10/19/2026 21:57:18.765	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	This area being close to Gabbard Park with very little through streets needs to remain single-family dwellings.
Area 9, Holleman Dr	10/20/2026 01:58:57.246	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I walk this park every day, please don't sell it out to out of state investors

Area 9, Holleman Dr	10/20/2026 15:10:42.518	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	There is some multiplex housing that seems quite nice, and I could support it. It seems to me that while the city is working with property owners, it could use this opportunity to learn what makes a rental property attractive to young families, and students, too. See my question for more info.
Area 10, Welsh Ave	10/16/2026 00:32:54.045	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	
Area 10, Welsh Ave	10/17/2026 20:26:47.037	Yes - I own property that is included	No - I have concerns about this change	Please stop limiting housing choices to Aggies
Area 11, Medina Dr	10/16/2026 00:34:34.871	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	again, way too close to an elementary school
Area 11, Medina Dr	10/17/2026 20:27:24.281	Yes - I own property that is included	No - I have concerns about this change	
Area 11, Medina Dr	10/18/2026 00:56:57.580	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I rent a property directly across the street of area 11. Finding a decent rental for a FAMILY in this town is a near impossible. Too much student housing. And we all know “middle housing” means student housing.

Area 11, Medina Dr	10/20/2026 02:01:15.295	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Yall need to evaluate who's going to pay for all the upgrades needed to handle this. The streets are already overcrowded with cars parked everywhere.
Area 12, Dexter Dr S	10/14/2026 03:39:03.942	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	This proposed area was reviewed by the MH Advisory Committee approximately two years ago, when it was determined that it should remain designated as General Suburban. The South Knoll and Gabbard areas are home to a diverse mix of working\-class residents, international graduate students, young families, and long-standing residents who have built a strong sense of community. Within walking distance of South Knoll Elementary, this area serves the needs of these established neighborhoods and families—not undergraduate housing.
Area 12, Dexter Dr S	10/14/2026 18:59:53.991	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	The zoning of this property should stay as a duplex area. I am a parent and former educator at South Knoll elementary, and I know that these duplexes are one of the few and shrinking affordable options in CSISD for families who want their kids to go to quality schools. Please do not change that and give them even less access to good education. Changing the zoning creates the possibility for higher density housing filled with college students to take over this area desperately needed by families. Yes, I know this town wouldn't exist without the college students, but also, someone has to work at the university and they have to be able to afford to live here with their families.
Area 12, Dexter Dr S	10/14/2026 21:15:22.073	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	parking, recreating the neighborhood from high end homes to multiple student per resident "ag shacks" as they call them. This lowers their property values and creates safety issues for their children

Area 12, Dexter Dr S	10/14/2026 21:29:15.399	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	I worry about the increased traffic, the impact on the drainage and the overall damage to the neighborhood integrity.
Area 12, Dexter Dr S	10/16/2026 00:36:24.338	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	
Area 12, Dexter Dr S	10/17/2026 20:28:37.801	Yes - I own property that is included	No - I have concerns about this change	Stop these changes
Area 13, SouthWest PW	10/11/2026 21:33:37.290	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	Why are you trying to destroy places where regular working people (as well as struggling students) live? Lawyer Street is a feeder for S. Knoll Elem and is clogged every day, adding more people would only make it worse. You tried this in 2023 and pulled the area from the list. Listen to your citizens!!! the first time.!!
Area 13, SouthWest PW	10/16/2026 00:41:14.213	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	
Area 13, SouthWest PW	10/16/2026 23:03:17.190	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	

Area 13, SouthWest PW	10/19/2026 02:42:37.229	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	How about taking better care of the area? Code enforcement, community education and aid instead of letting original structures deteriorate...help maintain? (That stand water along FM 2818 between Welch and Southwood shows real care isn't being considered for the area. The plants planted then neglected...yeah, not a good look.
Area 13, SouthWest PW	10/20/2026 01:57:00.376	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	Do more work, property values have fallen 12% vs yago, increasing housing will only make it worse.
Area 13, SouthWest PW	10/20/2026 18:20:55.772	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	There already isn't enough space for renters in the roads here, ESPECIALLY during school pick up and drop off times. Also, this would eliminate one of the rare areas in College Station with affordable rental properties that isn't geared towards college students. I am not a college student and not wealthy, and finding housing is already an incredibly difficult challenge. Adding more student housing to these areas will just make it that much harder.
Area 13, SouthWest PW	10/20/2026 21:52:18.001	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	The duplexes on Lawyer St. have back yards next to South Knoll Elementry School. Many young families living in these duplexes onTrinity Place and Lawyer St. may have children who walk there for school. This Area 13 should remain duplexes for young families. Also, the traffic on Southwest Parkway is often so busy already that it makes it difficult to come out of Shadowwood Dr. or Lawyer Place (especially when school let's out) . We must protect our children! Thank you. Judy Hedderman 1819 Shadowwood Dr.
Area 14, Anderson St	10/15/2026 11:41:59.697	Yes - I own property that is included	No - I have concerns about this change	we own most of the property in this area but not all. unless you have a buyer for the property how could it be developed differently? We understand the land is important but presently we are providing living spaces for lower to middle income folks.

Area 14, Anderson St	10/17/2026 00:47:42.773	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	There is no one who LIVESin the 32 areas you plan to rezone to Middle House wants the rezoning. These renters know they will be pushed out. Where will they live?
Area 14, Anderson St	10/19/2026 02:38:54.289	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	How about helping community upkeep the area?
Area 15, Cornell Dr	10/17/2026 00:52:13.083	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	I own a property that is included, I do not own, I own a property adjacent. Interesting questions.
Area 16, Brentwood Dr E	10/17/2026 18:04:30.529	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	
Area 17, Dartmouth St	10/17/2026 18:08:48.727	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I do own property near all the areas close to campus, just not 200 feet away. Middle Housing ruins neighborhoods and city has already permitted the destruction of so many neighborhoods that it is outrageous.

Area 18, SouthWest PW E	10/08/2026 03:12:59.086	Yes - I own property that is included	No - I have concerns about this change	Increasing density on narrow streets creates access problems for residents and emergency services. The streets barely are wide enough for a single parking plus one drive through. Existing small lots will have limited parking. As driveways are increased to 50% of lot width there will not be room for street parking. Lots are deep enough to accommodate an accessory dwelling but not wide enough to access on existing back yards. Lastly I believe it will decrease property values in the short term. Maybe equalize out after a while. Hope it does not junk it out in the meantime
Area 18, SouthWest PW E	10/17/2026 18:11:01.453	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	
Area 18, SouthWest PW E	10/20/2026 15:37:18.685	Yes - I own property that is included	Not sure	My husband and I are both employed by Texas A&M university and together we earn about $130k a year. We have a tiny 1200 square-foot cottage across from the park. We can barely afford this house. Moving to South College Station where houses start at $300k is not remotely possible for us. You all seem to not care where low income families can afford to live. Now I have to contend with you all allowing developers to tear down all of the single-family homes to, let's face it, just accommodate more students. The real drive here is to ensure that no one can live near campus except for students. There's no discussion either about stopping Airbnb's in this town. I see multiple realtor listings always saying 'perfect game day house.' No!! If you really cared about this community then you wouldn't allow short-term rentals. I also know that there's not enough WATER for all this development. I know that the aquifers in this area are running dry and you all continue to just ignore it.
Area 19, West Ridge Dr	10/17/2026 18:12:10.993	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	

Area 20, Navarro Dr	10/01/2026 21:38:39.077	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	Unlike many of the other areas in this proposed zoning change that are already adjacent to more major roads or higher density zoning, Navarro Drive is not. It is directly on the other side of single family home neighborhood, and changing the zoning of this street would drastically reduce land value and quality of life for the homes backing up to it. I strongly disagree with rezoning Area 20.
Area 20, Navarro Dr	10/17/2026 18:15:53.454	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	
Area 20, Navarro Dr	10/18/2026 18:45:02.491	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	My friend is a single mom who lives in this area.
Area 20, Navarro Dr	10/20/2026 01:02:15.727	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	This area is already affordable duplexes that families can afford to live in. To increase the density by building new homes that families can't afford for students will only destroy a neighborhood for families. Where do the families go? Zoning already destroyed the family housing in the Welsh - affordable Southgate area. Where did those families go? The school district is hurting because of loss of students. Driving families with children out of College Station will hurt the district.
Area 21, Rio Grande BL	10/18/2026 18:47:15.375	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I support rezoning your neighborhood, dear city planners, not mine

Area 22, Airline Dr	10/14/2026 01:53:03.833	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	The duplexes and Airline fill a much needed housing gap in College Station. They are affordable and house many families, tearing them down to put up AgShacks will displace many lower income working families. We live on Austin and walk this neighborhood nightly. It's a family area full of kids, single moms, young adults just starting out. Many work in the area and walk to walmart or ride the A&M bus.
Area 22, Airline Dr	10/14/2026 01:54:04.110	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	The duplexes and Airline fill a much needed housing gap in College Station. They are affordable and house many families, tearing them down to put up AgShacks will displace many lower income working families. We live on Austin and walk this neighborhood nightly. It's a family area full of kids, single moms, young adults just starting out. Many work in the area and walk to walmart or ride the A&M bus.
Area 22, Airline Dr	10/18/2026 18:48:49.278	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Why are you rezoning near elementary schools?
Area 23, Airline Dr	10/14/2026 18:10:03.196	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Single working mom and this is affordable. My child is zoned for Southwood Valley Elementary and receives services due to a disability from a wonderful staff there. A lot to lose here and no where else to go, everything is catered to college students.
Area 23, Airline Dr	10/18/2026 18:49:29.554	No - I do not own property that is included nor adjacent to a	No - I have concerns about this change	

		proposed area		
Area 24, Airline Dr	10/14/2026 01:55:06.619	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	The duplexes on Airline fill a much needed housing gap in College Station. They are affordable and house many families, tearing them down to put up AgShacks will displace many lower income working families. We live on Austin and walk this neighborhood nightly. It's a family area full of kids, single moms, young adults just starting out. Many work in the area and walk to walmart or ride the A&M bus.
Area 24, Airline Dr	10/18/2026 18:50:09.559	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	
Area 25, Rock Prairie Rd W	10/18/2026 18:55:09.098	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	
Area 26, Rock Prairie Rd W	10/16/2026 01:02:58.266	No - I do not own property that is included nor adjacent to a proposed area	Not sure	

Area 26, Rock Prairie Rd W	10/18/2026 18:56:24.163	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Why don't you zone something for families?
Area 27, Graham Rd	10/14/2026 21:56:23.828	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	This zoning change has been attempted before. The issues before are the same issues we face now. Excessive traffic in a single family neighborhood, multiple schools and children walking before and after school. This will not create quality in this neighborhood. Please protect our neighborhood
Area 27, Graham Rd	10/14/2026 21:59:42.892	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	The city council has tried to change zoning on this property before and it has been rejected by the community. The adjacent areas include multiple single family homes and neighborhoods. There are also 2 schools which have grown considerably since the last attempt to rezone. The traffic has also increased since the rezoning was attempted.
Area 27, Graham Rd	10/15/2026 11:06:32.525	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Traffic is already a problem, the proposed rezoning is the last thing we need.
Area 27, Graham Rd	10/15/2026 11:28:17.343	No - I do not own property that is included nor adjacent to a	No - I have concerns about this change	We have to much traffic in the area currently. We have an ever growing need for families who want to live in the area and it should stay that way in.south college station

		proposed area		
Area 27, Graham Rd	10/16/2026 10:32:46.314	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	
Area 27, Graham Rd	10/18/2026 19:00:32.884	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	
Area 28, Rock Prairie Rd	10/14/2026 22:44:02.739	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I do not understand why you are proposing to rezone what little part of rural, undeveloped land we have (Areas 28, 29 & 30) for Middle Housing, when it needs to be General Suburban (GS). This goes for Area 18, 29 and 30, all on Rock Prairie Rd and adjacent or very near areas with traditional single-family structures. My concern is that rezoning these to MH sends a strong message to investors and developers to build incompatible housing structures built specifically for students (like 6-6, etc.) that will never serve as single-family housing. To even allow these on these more remote areas (away from campus) is a big mistake. They should NOT be MH, and if anything, should be zoned to create traditional single-family structures.

Area 28, Rock Prairie Rd	10/15/2026 07:53:16.297	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	This is not the sense of place we residents want for our community. It is not why we want to move here, live here, stay here.
Area 28, Rock Prairie Rd	10/15/2026 11:07:38.304	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Rezoning would only make an already bad traffic situation worse
Area 28, Rock Prairie Rd	10/15/2026 11:28:43.409	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	We have to much traffic in the area currently. We have an ever growing need for families who want to live in the area and it should stay that way in.south college station
Area 29, Rock Prairie Road	10/12/2026 18:26:05.952	Yes - I own property that is included	Yes – I like this change	Townhomes With median single-family home prices in 77845 consistently exceeding $380,000, entry-level buyers, young professionals, and local workforce families (teachers, healthcare workers at Baylor Scott & White or CHI St. Joseph Health) are priced out of single-family detached homes. Townhomes provide an entry point to build equity at 20% to 30% lower purchase prices without forcing buyers into rentals. The 77845 zip code does not suffer from a total lack of attached structures; rather, it suffers from an asymmetry of intent. Shifted municipal planning and developer focus toward owner-occupied, high-quality townhomes would fulfill critical housing needs for young professionals, downsizing retirees, and essential workforce personnel.

				77845 has a stark divide: luxury single-family subdivisions (e.g., Castlegate, Pebble Creek) on one extreme, and dense student apartment developments on the other. True middle-density housing built for permanent residents is virtually absent.
Area 29, Rock Prairie Road	10/12/2026 18:39:01.378	Yes - I own property that is included	Yes – I like this change	
Area 29, Rock Prairie Road	10/12/2026 18:40:55.160	Yes - I own property that is included	Yes – I like this change	
Area 29, Rock Prairie Road	10/15/2026 04:01:05.963	Yes - I own property that is included	No - I have concerns about this change	
Area 29, Rock Prairie Road	10/15/2026 11:08:38.430	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Traffic in south college station is already awful, this would make it even worse.

Area 29, Rock Prairie Road	10/18/2026 19:02:17.411	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	No one trusts the city anymore.
Area 29, Rock Prairie Road	10/19/2026 18:10:39.708	No - I do not own property that is included nor adjacent to a proposed area	Yes – I like this change	
Area 29, Rock Prairie Road	10/19/2026 18:18:26.476	Yes - I own property that is included	Yes – I like this change	
Area 30, Rock Prairie Road	10/12/2026 18:40:33.928	Yes - I own property that is included	Yes – I like this change	Need a lot more townhomes as an entry point for young homeowners or an exit point for retired homeowners in this area Strongly needed as an alternative to renting and expensive single family homes
Area 30, Rock Prairie Road	10/12/2026 18:43:47.248	Yes - I own property that is included	Yes – I like this change	This is a much needed type of housing in this medical district. It will be ideal for newly recruited physicians at Baylor Scott and white who would like to invest in townhomes and condos before they decide to move to bigger homes as their needs grow. There are no townhomes or condos in that vicinity.
Area 30, Rock Prairie Road	10/15/2026 04:02:17.839	Yes - I own property that is included	No - I have concerns about this change	

Area 30, Rock Prairie Road	10/15/2026 11:26:57.348	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	We have to much traffic in the area currently. We have an ever growing need for families who want to live in the area and it should stay that way in.south college station
Area 30, Rock Prairie Road	10/15/2026 11:27:19.171	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	We have to much traffic in the area currently. We have an ever growing need for families who want to live in the area and it should stay that way in.south college station
Area 30, Rock Prairie Road	10/19/2026 14:33:04.001	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	I live within 200' of both 29 & 30 and oppose middle housing status for both parcels. I am very concerned about higher traffic and safety, noise pollution, light pollution, wildlife being pushed even further out of existence and potentially, increased crime. I would like single family homes only with off street parking--NOT mini-dorms, duplexes or apartments. We moved here in the hopes of NOT being crowded out of our single family lifestyle, which includes peace and quiet. Thank you.
Area 30, Rock Prairie Road	10/19/2026 18:11:36.714	No - I do not own property that is included nor adjacent to a proposed area	Yes – I like this change	
Area 30, Rock Prairie Road	10/19/2026 18:22:05.945	Yes - I own property that is included	Yes – I like this change	

Area 31, Southern Plantation Dr	10/14/2026 22:51:55.882	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	This area is too close to GOOD NEIGHBORHOODS IN S. COLLEGE STATION. Middle housing is a JOKE. City is trying to turn College Station into a SLUM. If TAMU is growing so much they need more housing, they should build dorms on the campus, which are much safer than "middle housing" slums. They have plenty of land for high rise dorms and parking. Why are they looking to the city to downgrade property values of existing communities with middle housing?
Area 31, Southern Plantation Dr	10/15/2026 11:04:37.502	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Traffic is bad enough on this side of town. Rezoning is the last thing we need
Area 31, Southern Plantation Dr	10/15/2026 11:27:51.633	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	We have to much traffic in the area currently. We have an ever growing need for families who want to live in the area and it should stay that way in.south college station
Area 31, Southern Plantation Dr	10/15/2026 16:49:51.720	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	I oppose Middle Housing on Area 31. Our covenants hold every Reatta Meadows lot to one single family home, and every owner paid for that promise. Buildings of up to 12 units at our edge and a through road at our entrance put the value of all 161 homes at risk. The high school already has signalized routes to Highway 6. Please keep Area 31 Rural and remove the Southern Plantation Drive extension.
Area 31, Southern Plantation Dr	10/15/2026 19:04:07.700	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	

Area 31, Southern Plantation Dr	10/16/2026 03:53:05.535	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	
Area 31, Southern Plantation Dr	10/16/2026 13:14:29.971	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I oppose both the Middle Housing proposal for Area 31 and the planned road through it. Council decided in August how much density this tract should carry and left Area 31 Rural. Area 31 is under two acres, split in two, with a road planned through it, and it is a poor fit for added density. Southern Plantation would become a cut through from Victoria to the Highway 6 frontage road, past two parks. I live just outside of the 200 feet proposed area and am strongly opposed to the impact that the added density and through road would create for existing homes and families. Please keep Area 31 Rural and remove the Southern Plantation extension from the Thoroughfare Plan.
Area 31, Southern Plantation Dr	10/16/2026 13:15:11.430	No - I do not own property that is included nor adjacent to a proposed area	Yes – I like this change	Area 31 should stay Rural. The Southern Plantation extension was drawn in 1998, before the high school existed, and it no longer fits the area. Area 31 is under two acres, split in two, with a road planned through it, and it is a poor fit for added density. The August rezoning was approved with a promised buffer between the new housing and our homes, and Area 31 is part of it. Leave this land Rural and keep Southern Plantation a dead end.
Area 31, Southern Plantation Dr	10/16/2026 13:16:18.048	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Please keep Area 31 Rural. The high school already has signalized routes to Highway 6, so this residential connection adds risk without need. Council decided in August how much density this tract should carry and left Area 31 Rural. Leave this land Rural and keep Southern Plantation a dead end.
Area 31, Southern Plantation Dr	10/16/2026 13:19:04.581	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	Please keep Area 31 Rural. This land touches our back fences and our park, which is the worst place to add density. The August rezoning was approved with a promised buffer between the new housing and our homes, and Area 31 is part of it. This road was planned in 1998 across empty land, years before College Station High School opened next to it. Please remove Area 31 from the list and remove the Southern Plantation extension.

Area 31, Southern Plantation Dr	10/16/2026 13:20:04.459	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Please keep Area 31 Rural. The Southern Plantation extension was drawn in 1998, before the high school existed, and it no longer fits the area. Most of the homes closest to this land never received notice of the August rezoning, including mine. This proposed change would have a profoundly negative impact on area residents and public safety. Council rezoned the rest of this tract two months ago and chose to leave this piece Rural. I ask the City to drop Area 31 from this initiative and ask Council to remove the road.
Area 31, Southern Plantation Dr	10/16/2026 13:27:37.963	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I do not support Middle Housing zoning on Area 31. Fire Station 3 is already on Barron Road, so emergency access does not depend on this road. Area 31 shares lot lines with Barchetta Drive back yards and with our neighborhood park. I ask the City to drop Area 31 from this initiative and ask Council to remove the road.
Area 31, Southern Plantation Dr	10/16/2026 13:31:33.387	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	Count me as opposed to rezoning Area 31 and to the Southern Plantation extension. A small, split parcel with a collector road through it is not a sensible place for Middle Housing. The high school already has signalized routes to Highway 6, so this residential connection adds risk without need. Council rezoned the rest of this tract two months ago and chose to leave this piece Rural. Keep Area 31 Rural, with no road through it.
Area 31, Southern Plantation Dr	10/16/2026 13:45:00.113	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I am writing to oppose the proposed rezoning of Area 31. The Southern Plantation extension was drawn in 1998, before the high school existed, and it no longer fits the area. Council decided in August how much density this tract should carry and left Area 31 Rural. Leave this land Rural and keep Southern Plantation a dead end.
Area 31, Southern Plantation Dr	10/16/2026 14:21:04.679	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	I oppose rezoning Area 31 to Middle Housing. Victoria, Barron, and William D. Fitch already carry school traffic to Highway 6 on roads with signals. Southern Plantation would become a cut through from Victoria to the Highway 6 frontage road, past two parks. In August the applicant said our homes would be buffered by parkland and preserved floodplain, and Area 31 sits in that buffer. Please remove Area 31 from the list and remove the Southern Plantation extension.

Area 31, Southern Plantation Dr	10/16/2026 14:33:28.769	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Count me as opposed to rezoning Area 31 and to the Southern Plantation extension. The August rezoning was approved with a promised buffer between the new housing and our homes, and Area 31 is part of it. Council rezoned the rest of this tract two months ago and chose to leave this piece Rural. I ask the City to drop Area 31 from this initiative and ask Council to remove the road.
Area 31, Southern Plantation Dr	10/16/2026 14:42:44.056	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	I am writing to oppose the proposed rezoning of Area 31. The August rezoning was approved with a promised buffer between the new housing and our homes, and Area 31 is part of it. Today the Reatta Meadows park sits on a dead end, and children walk and bike there with no through traffic. Leave this land Rural and keep Southern Plantation a dead end.
Area 31, Southern Plantation Dr	10/16/2026 14:59:35.394	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I live in Reatta Meadows and I'm writing to oppose the proposed rezoning of Area 31. Fire Station 3 is already on Barron Road, so emergency access does not depend on this road. The August rezoning was approved with a promised buffer between the new housing and our homes, and Area 31 is part of it. Most of the homes closest to this land never received notice of the August rezoning. Please keep Area 31 Rural and remove the Southern Plantation extension from the Thoroughfare Plan.
Area 31, Southern Plantation Dr	10/16/2026 15:11:12.852	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	Please keep Area 31 Rural. Area 31 shares lot lines with Barchetta Drive back yards and with our neighborhood park. Most of the homes closest to this land never received notice of the August rezoning. Leave this land Rural and keep Southern Plantation a dead end.
Area 31, Southern Plantation Dr	10/16/2026 15:23:22.242	Not sure	No - I have concerns about this change	Please keep Area 31 Rural. Area 31 shares lot lines with Barchetta Drive back yards and with our neighborhood park. The August rezoning was approved with a promised buffer between the new housing and our homes, and Area 31 is part of it. Please remove Area 31 from the list and remove the Southern Plantation extension.
Area 31, Southern Plantation Dr	10/16/2026 16:06:10.589	No - I do not own property that is included nor adjacent to a	No - I have concerns about this change	I do not support Middle Housing zoning on Area 31. Not one Reatta Meadows home was inside the notice area for the August rezoning next door. Twelve unit buildings next to single family back yards would change the character and value of the whole neighborhood. Area 31 is under two acres, split in two, with a road planned through it, and it is a poor fit for added density. I ask the City to drop Area 31 from this initiative and ask Council to remove the road.

		proposed area		
Area 31, Southern Plantation Dr	10/16/2026 16:26:14.340	Yes - I own property that is included	No - I have concerns about this change	I oppose rezoning Area 31 to Middle Housing. Kids use the park at the end of Southern Plantation because it has no through traffic, and the extension would change that. Most of the homes closest to this land never received notice of the August rezoning. This land touches our back fences and our park, which is the worst place to add density. I ask the City to drop Area 31 from this initiative and ask Council to remove the road.
Area 31, Southern Plantation Dr	10/16/2026 18:57:47.836	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I oppose BOTH the Middle Housing proposal for Area 31 and the planned road through it. In August the applicant said our homes would be buffered by parkland and preserved floodplain, and Area 31 sits in that buffer: PRESERVE THIS BUFFER. Area 31 shares lot lines with Barchetta Drive back yards and with our neighborhood park. LEAVE THIS LAND RURAL & KEEP SOUTHERN PLANTATION A DEAD END. Victoria, Barron, and William D. Fitch already carry school traffic to Highway 6 on roads with signals. For the sake of the safety and peaceful enjoyment by homeowners along the planned road through Area 31, CANCEL THE EXTENSION OF SOUTHERN PLANTATION TO VICTORIA. We don't want a speedway for drivers between CSHS and Hwy 6, especially for inexperienced teen drivers.
Area 31, Southern Plantation Dr	10/16/2026 19:46:45.007	Yes - I own property that is included	No - I have concerns about this change	I do not support Middle Housing zoning on Area 31. Connecting Southern Plantation to Victoria would send new teen drivers past a park where young children play. The Southern Plantation extension was drawn in 1998, before the high school existed, and it no longer fits the area. Area 31 shares lot lines with Barchetta Drive back yards and with our neighborhood park. Please leave Area 31 Rural, as Council left it, and take the extension off the plan.

Area 31, Southern Plantation Dr	10/16/2026 19:50:02.547	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I do not support Middle Housing zoning on Area 31!!! The applicant who filed to rezone the area south of Reatta Meadows won that position saying that they would KEEP area 31 a buffer aka undeveloped. This road was planned in 1998 across empty land, years before College Station High School opened next to it. Connecting these roads southern plantation and Victoria, will give the high school drivers a straight shot to the high school past a park where children are usually playing without having to stop. This will also give the high schoolers what they THINK will be extra parking places. Same goes for game days of the high school football. This will congest the projected road to make them unsafe for pedestrians and drivers alike. Council rezoned the rest of this tract two months ago and chose to leave this piece Rural. Keep Area 31 Rural, with no road through it!!!!
Area 31, Southern Plantation Dr	10/16/2026 20:18:44.522	Yes - I own property that is included	No - I have concerns about this change	I have major concerns primarily about the through st southern plantation. There needs to be no through street buy that park. Students get to cshs just fine right now. Adding a through by that park will create a safety hazard
Area 31, Southern Plantation Dr	10/16/2026 21:29:36.123	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	This greatly concerns me for the well being of the safety of our children who go to play in our park at Reatta Meadows, the traffic in our neighborhood, and adding to the already chaotic traffic between us and CSHS. While safety is the number one area I'm concerned about, I also have concerns about property values and how they will be affected.

Area 31, Southern Plantation Dr	10/16/2026 23:40:04.234	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	The park at the end of Southern Plantation sits on a dead end. The only cars there belong to parents watching their kids play. If the street connects to Victoria, it becomes an obvious way around Barron Road for many headed to College Station High School. Many of those drivers will be teenagers running late in the morning or leaving in a hurry in the afternoon. They would pass this park and a second park a couple of blocks up the road. Southern Plantation would meet Victoria across from the main parking lot entrances. Students already crowd into those entrances at the same times every day. Adding cars from yet another direction at that spot will lead to more congestion and potential for accidents. Please keep Southern Plantation a dead end at the park and remove the connection to Victoria from any plan for Area 31. Jared Reynolds 909 Barchetta Dr
Area 31, Southern Plantation Dr	10/17/2026 00:23:00.080	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Area 31 should stay Rural. Victoria, Barron, and William D. Fitch already carry school traffic to Highway 6 on roads with signals. Today the Reatta Meadows park sits on a dead end, and children walk and bike there with no through traffic. Please leave Area 31 Rural, as Council left it, and take the extension off the plan.
Area 31, Southern Plantation Dr	10/17/2026 00:29:11.026	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I oppose rezoning Area 31 to MH Middle Housing, and I oppose the planned extension of Southern Plantation Drive to Victoria Avenue. Area 31 shares lot lines with Reatta Meadows back yards and with our neighborhood park. Council rezoned the rest of this tract in August and left this piece Rural. Rezoning it now adds density at the edge that touches single family homes. Today the park sits at a dead end, and my children and many others walk and bike there safely with no through traffic. The planned extension would run a shortcut to College Station High School past the park. Please keep Area 31 Rural and ask Council to remove the extension, as it did for Pebble Creek Parkway in April.

Area 31, Southern Plantation Dr	10/17/2026 15:24:35.156	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	
Area 31, Southern Plantation Dr	10/17/2026 15:38:39.324	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	
Area 31, Southern Plantation Dr	10/17/2026 22:07:32.467	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	Too close to current single family homes that are established
Area 31, Southern Plantation Dr	10/17/2026 22:26:25.021	Yes - I own property that is included	No - I have concerns about this change	I do not support Middle Housing zoning on Area 31. Victoria, Barron, and William D. Fitch already carry school traffic to Highway 6 on roads with signals. Fire Station 3 is already on Barron Road, so emergency access does not depend on this road. Most of the homes closest to this land never received notice of the August rezoning. Please leave Area 31 Rural, as Council left it, and take the extension off the plan.
Area 31, Southern Plantation Dr	10/17/2026 22:59:33.032	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	Cutting through Southern Plantation Drive to Victoria Avenue will result in much heavier traffic past two parks, both heavily utilized by parents with small children during all hours. This is especially concerning if re-zoning occurs, since vehicular traffic will increase substantially, making tre area less safe for pedestrians.
Area 31, Southern Plantation Dr	10/17/2026 23:37:24.142	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I oppose both the Middle Housing proposal for Area 31 and the planned road through it. This is my favorite park to bring my young children to due to the safety of the location! We regularly meet at Reatta Meadows park with other young families for the same reason: cars are not able to drive quickly down the street because it dead ends. People in or around the park are there for recreation. We regularly see people walking dogs, running, or just out enjoying the area. The extension would create a new route from the high school to Highway 6 through two residential neighborhoods. A shortcut from the high school past a neighborhood park is a safety risk, especially with new teen drivers. Keep Area 31 Rural, with no road through it. Please consider what a gift the safety of this park is for families with children in College Station.

Area 31, Southern Plantation Dr	10/18/2026 02:09:43.924	Yes - I own property that is included	No - I have concerns about this change	I do not support Middle Housing zoning on Area 31. Victoria, Barron, and William D. Fitch already carry school traffic to Highway 6 on roads with signals. Council rezoned the rest of this tract two months ago and chose to leave this piece Rural. I ask the City to drop Area 31 from this initiative and ask Council to remove the road.
Area 31, Southern Plantation Dr	10/18/2026 02:11:51.609	Yes - I own property that is included	No - I have concerns about this change	I do not support Middle Housing zoning on Area 31. Kids use the park at the end of Southern Plantation because it has no through traffic, and the extension would change that. Council rezoned the rest of this tract two months ago and chose to leave this piece Rural. Leave this land Rural and keep Southern Plantation a dead end.
Area 31, Southern Plantation Dr	10/18/2026 02:12:10.616	Yes - I own property that is included	No - I have concerns about this change	I am asking the City to leave Area 31 zoned Rural. The Southern Plantation extension was drawn in 1998, before the high school existed, and it no longer fits the area. Fire Station 3 is already on Barron Road, so emergency access does not depend on this road. I ask the City to drop Area 31 from this initiative and ask Council to remove the road.
Area 31, Southern Plantation Dr	10/18/2026 07:57:35.501	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I dont own property in this area but I have been renting here for years. The only reason I rented here was because it had the quiet safe neighborhood feel. My daughter is a student at CSHS and I feel this neighborhood is safe.. An added street directly behind my home would be a nuisance & unsafe. Part of the beauty of where I live is having all the wildlife in that area... right in my backyard. It gives me an escape from the college area I work in & makes it normal. I work for A&M @ Kyle & I understand the growth but south CS is for the families, please give us a place to have peace. Let families be able to walk to the park without worry. Barron is not that busy to make this a needed thing right now. If it were backed up I would understand. If anything you are just creating more parking for hs football games and more traffic issues for the kids that have to walk to school because of being too close for buses. Please just let us have the neighborhood we all moved here for!
Area 31, Southern Plantation Dr	10/18/2026 19:03:39.268	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	

Area 31, Southern Plantation Dr	10/18/2026 19:08:04.637	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Something stinks in how broad this request for Middle Housing is.
Area 31, Southern Plantation Dr	10/18/2026 19:35:12.538	Yes - I own property that is included	No - I have concerns about this change	We don't want a through street at our reatta meandows park. The kids are currently safe in this dead end zone. A new road is a significant traffic hazard for the kids palying in the park. High school teenagers drivers, we don't want them to have another opportunity to pass from here and risk kids life palying here safely.
Area 31, Southern Plantation Dr	10/19/2026 01:19:25.495	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	I strongly oppose both the Middle Housing proposal for Area 31 and the planned road through it. Fire Station 3 is already on Barron Road, so emergency access does not depend on this road. Council rezoned the rest of this tract two months ago and chose to leave this piece Rural. Please leave Area 31 Rural, as Council left it, and take the extension off the plan. To do otherwise, would be to destroy the fabric of both the Shenandoah and Reatta Meadows communities!
Area 31, Southern Plantation Dr	10/19/2026 01:19:47.124	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Too much unsafe traffic not safe for community.
Area 31, Southern Plantation Dr	10/19/2026 01:34:27.466	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I do not support Middle Housing zoning on Area 31. Southern Plantation would become a cut through from Victoria to the Highway 6 frontage road, past two parks. A shortcut from the high school past a neighborhood park is a safety risk, especially with new teen drivers. This road was planned in 1998 across empty land, years before College Station High School opened next to it. Leave this land Rural and keep Southern Plantation a dead end.

Area 31, Southern Plantation Dr	10/19/2026 11:40:30.768	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Logically with the growth in the area and the high school location. My thought is to continue Southern Plantation through to Victoria. Leaving the rest of the area as easement for sidewalks and bike traffic . IMHO this action is 15 years past due.
Area 31, Southern Plantation Dr	10/19/2026 15:27:34.176	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	I oppose both the Middle Housing proposal for Area 31 and the planned road through it. Victoria, Barron, and William D. Fitch already carry school traffic to Highway 6 on roads with signals. Fire Station 3 is already on Barron Road, so emergency access does not depend on this road. This land touches our back fences and our park, which is the worst place to add density. Please leave Area 31 Rural, as Council left it, and take the extension off the plan.
Area 31, Southern Plantation Dr	10/19/2026 16:05:33.789	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	I previously lived in a neighborhood where my street became, shortcut from one side of town to the other and people do not drive a residential speed limit. Southern Plantation runs directly between homes on each side and a couple of parks. The traffic is manageable now but if it is opened up to Victoria and CSHS, the amount of traffic and distracted teenage drivers and their speed will increase dramatically. Children walking and biking and families walking dogs to the park across from Reatta Meadows risk being run over crossing a now very quiet street that will become a thoroughfare between CSHS and Hwy 6. We also do not want or need more multi family complexes in that small space next to the park. Those will negatively impact the home values in Reatta Meadows and traffic. Please do not disrupt the peaceful area we call home. The traffic on Barron Road is not heavy enough to warrant another cut through option; please keep Southern Plantation a dead end by Reatta Meadows. Thank you
Area 31, Southern Plantation Dr	10/19/2026 17:20:31.217	No - I do not own property that is included nor adjacent to a proposed area	Yes – I like this change	

Area 31, Southern Plantation Dr	10/19/2026 17:29:45.203	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	I am writing to oppose the proposed rezoning of Area 31. The Southern Plantation extension was drawn in 1998, before the high school existed, and it no longer fits the area. This land touches our back fences and our park, which is the worst place to add density. Council decided in August how much density this tract should carry and left Area 31 Rural. Please leave Area 31 Rural, as Council left it, and take the extension off the plan.
Area 31, Southern Plantation Dr	10/19/2026 22:00:17.887	Yes - I own property that is included	No - I have concerns about this change	
Area 31, Southern Plantation Dr	10/20/2026 14:42:35.341	Yes - I own property that is included	No - I have concerns about this change	I am writing to oppose the proposed rezoning of Area 31. Council rezoned the rest of this tract two months ago and chose to leave this piece Rural. Area 31 shares lot lines with Barchetta Drive back yards and with our neighborhood park. Please keep Area 31 Rural and remove the Southern Plantation extension from the Thoroughfare Plan.
Area 31, Southern Plantation Dr	10/20/2026 17:26:32.173	Yes - I own property that is included	Not sure	I am asking the City to leave Area 31 zoned Rural. The high school already has signalized routes to Highway 6, so this residential connection adds risk without need. Fire Station 3 is already on Barron Road, so emergency access does not depend on this road. Connecting Southern Plantation to Victoria would send new teen drivers past a park where young children play. I ask the City to drop Area 31 from this initiative and ask Council to remove the road.
Area 31, Southern Plantation Dr	10/20/2026 17:56:01.272	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	I oppose rezoning Area 31 to Middle Housing. A small, split parcel with a collector road through it is not a sensible place for Middle Housing. Council rezoned the rest of this tract two months ago and chose to leave this piece Rural. Leave this land Rural and keep Southern Plantation a dead end.

Area 31, Southern Plantation Dr	10/20/2026 19:06:39.233	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	Please keep Area 31 Rural. A shortcut from the high school past a neighborhood park is a safety risk, especially with new teen drivers. This road was planned in 1998 across empty land, years before College Station High School opened next to it. Today the Reatta Meadows park sits on a dead end, and children walk and bike there with no through traffic. Please keep Area 31 Rural and remove the Southern Plantation extension from the Thoroughfare Plan. I understand the propensity for cities to connect roads and avoid dead ends. Dead ends seem like an impedance. However, drivers are not inconveniently impeded from Victoria Ave. Newport Ln., Barron Rd., and Alexandria Ave. provide sufficient thoroughfare. It's proof that extending Southern Plantation to Victoria Ave. is unnecessary. Additionally, our park and its sidewalks are bustling with children, pedestrians, joggers, and parked vehicles. It's proof that we all love this area. Let's keep it an enjoyable area.
Area 31, Southern Plantation Dr	10/20/2026 19:48:38.972	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I am writing as a resident of Reatta Meadows. In trying to understand the broader goals surrounding this proposal, the rezoning of Parcel ID 13889 to MF, and the extension of Southern Plantation per the thoroughfare plan, the current approach feels disjointed rather than fostering a seamless, positive transition between zoning districts for this part of College Station. The vision outlined by the ordinance does not seem to fit this specific area, as it would result in a single-loaded street bounded by protected natural areas on one side, with no neighborhood centers in the immediate vicinity. Rather than addressing these interconnected pieces separately, a unified Planned Development (PD) for the entire area could yield a far better outcome for the City, the developer, and existing residents. I respectfully request that Area 31 be removed from the current MH list and its piece in the greater development picture be thoughtfully reconsidered.
Area 31, Southern Plantation Dr	10/20/2026 22:36:49.188	Yes - I own property that is included	No - I have concerns about this change	I oppose both the Middle Housing proposal for Area 31 and the planned road through it. The August rezoning was approved with a promised buffer between the new housing and our homes, and Area 31 is part of it. Fire Station 3 is already on Barron Road, so emergency access does not depend on this road. Please remove Area 31 from the list and remove the Southern Plantation extension.

Area 32, Whispering Creek Dr	10/05/2026 22:29:45.378	No - I own adjacent property (within 200-feet)	No - I have concerns about this change	People already live here. Seriously what's your plan? Bulldoze all the houses and build duplexes? If the city wanted multi unit buildings here, then they should have thought of it like 15 years ago when that whole street was vacant land.
Area 32, Whispering Creek Dr	10/15/2026 11:03:06.691	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I live across the highway and have significant concerns with this change
Area 32, Whispering Creek Dr	10/15/2026 11:26:35.675	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	We have to much traffic in the area currently. We have an ever growing need for families who want to live in the area and it should stay that way in.south college station
Area 32, Whispering Creek Dr	10/18/2026 19:08:47.986	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	
Area 32, Whispering Creek Dr	10/18/2026 19:15:01.590	No - I do not own property that is included nor adjacent to a proposed area	No - I have concerns about this change	I have now looked at all 32 potential rezoned areas. This is an astonishingly broad request and it highlights just how greedy the developers are. College Station is going to be an ugly town, really ugly with lots of trucks. You have literally made all the dumb Aggie jokes come true

In-person Open House October 20, 2026:

Preference Boards

Map	Area #	Support , Oppose, General	Comment
A	3	Oppose	I oppose putting Ag Shacks on area #3. We live directly across from this area. The traffic and congestion has really be worseened by the Lincoln rehab. Our concern is even more congestion. The speeding has been a huge disadvantage after the rehab. If this area continues growing we will need a light on Lincoln + Ashburn. We are infavor of duplexes on Lincoln where entry is in back. No 2 story houses.
B	17	Oppose	I oppose the rezoning of area 17 and 18. If this is going to be buldozed for developers then we as a group need the ability to band together the reciveve more than four and just repayment and funds to be relocated.
B	18	Oppose	I oppose chanigng the status for area 18. I have lived there 43 years. We don't need anymore traffic there. Tricia Barksdale
B	18	Oppose	I oppose changing the status for area 18. I have put too much into improving around my house and I am concerned about parking and traffic. Lisa
B	18	Oppose	I oppose changing the status of area 18. We want to keep families in these houses and keep traffic and parking in control
B	18	Oppose	I oppose the rezoning of area 17 and 18. If this is going to be buldozed for developers then we as a group need the ability to band together the reciveve more than four and just repayment and funds to be relocated.
B	18	Oppose	No to MH in #18. Families live here, opening it up will make this less afforable + make traffic dangerous to children
B		Oppose	I don't think this project (in any proposed zone has the best interest of the citizens in mind. Just developers.
B		Oppose	Why not consider empty places (buildings) already there instead of displacing families in our neighborhood? There are office building, even an old police station close by. Why tear our houses down to replace them with your high density? We were here first!
C	8	Oppose	I oppose rezoning for 8, 9, 10, 11, 12, & 13 - any multi housing rezoning changes the character of this neighborhood & endangers habitat (gabbard park)
C	8	Oppose	I oppose any new rezoning to middle housing in this area
C	8	Oppose	I oppose

C	8	Oppose	No to these areas
C	8	Oppose	#8-#13 OPPOSE!!!! Phoenix Detroit Arizona Carolina Georgia Streets. IF anything, put affordable homes for single parent or family homes for families not multiplexes that you call affordable but put the rent $2000-$3000 with 7 rooms cause we know what they turn into. This neighborhood are "family" our church homes are also in that surrounding area. Our senior citizens will have no affordable living cause they cannot and will not be able to afford the living. Please be mindful for us low-income MAKE IT AFFORDABLE
C	8	Oppose	The areas 8, 9, 10, 11, 12 requires us to consider “character” of neighborhoods - highrise - high density high impervious coverage should not be allowed
C	8	Oppose	We don't need 8, it has already destroyed our community. Why put another oney hervey on georgia st. This is racially motivated and not backed by data of what it has done to the safety + security of our children. The historical significance of our community. Preserve our community. LaBrandon Searcy
C	8	Oppose	#8 No to middle housing zoning in this area. Disruptive to families and duplexes already in place.
C	9	Oppose	Cannot handle more traffic, especially area 13 near South Knoll
C	9	Oppose	I oppose rezoning for 8, 9, 10, 11, 12, & 13 - any multi housing rezoning changes the character of this neighborhood & endangers habitat (gabbard park)
C	9	Oppose	1012 Winding should be excluded because it is in The Knoll and in a deed restricted subdivision
C	9	Oppose	I oppose any new rezoning to middle housing in this area
C	9	Oppose	I oppose
C	9	Oppose	No to these areas
C	9	Oppose	#8-#13 OPPOSE!!!! Phoenix Detroit Arizona Carolina Georgia Streets. IF anything, put affordable homes for single parent or family homes for families not multiplexes that you call affordable but put the rent $2000-$3000 with 7 rooms cause we know what they turn into. This neighborhood are "family" our church homes are also in that surrounding area. Our senior citizens will have no affordable living cause they cannot and will not be able to afford the living. Please be mindful for us low-income MAKE IT AFFORDABLE
C	9	Oppose	The areas 8, 9, 10, 11, 12 requires us to consider “character” of neighborhoods - highrise - high density high impervious coverage should not be allowed
C	10	Oppose	Cannot handle more traffic, especially area 13 near South Knoll

C	10	Oppose	I oppose rezoning for 8, 9, 10, 11, 12, & 13 - any multi housing rezoning changes the character of this neighborhood & endangers habitat (gabbard park)
C	10	Oppose	I oppose any new rezoning to middle housing in this area
C	10	Oppose	I oppose
C	10	Oppose	No to these areas
C	10	Oppose	#8-#13 OPPOSE!!!! Phoenix Detroit Arizona Carolina Georgia Streets. IF anything, put affordable homes for single parent or family homes for families not multiplexes that you call affordable but put the rent $2000-$3000 with 7 rooms cause we know what they turn into. This neighborhood are "family" our church homes are also in that surrounding area. Our senior citizens will have no affordable living cause they cannot and will not be able to afford the living. Please be mindful for us low-income MAKE IT AFFORDABLE
C	10	Oppose	The areas 8, 9, 10, 11, 12 requires us to consider “character” of neighborhoods - highrise - high density high impervious coverage should not be allowed
C	10	Oppose	Parking in 10, 11, 12 is already impossible. Greater density will reduce current values
C	11	Oppose	Cannot handle more traffic, especially area 13 near South Knoll
C	11	Oppose	I oppose rezoning for 8, 9, 10, 11, 12, & 13 - any multi housing rezoning changes the character of this neighborhood & endangers habitat (gabbard park)
C	11	Oppose	I oppose any new rezoning to middle housing in this area
C	11	Oppose	I oppose
C	11	Oppose	No to these areas
C	11	Oppose	#8-#13 OPPOSE!!!! Phoenix Detroit Arizona Carolina Georgia Streets. IF anything, put affordable homes for single parent or family homes for families not multiplexes that you call affordable but put the rent $2000-$3000 with 7 rooms cause we know what they turn into. This neighborhood are "family" our church homes are also in that surrounding area. Our senior citizens will have no affordable living cause they cannot and will not be able to afford the living. Please be mindful for us low-income MAKE IT AFFORDABLE
C	11	Oppose	The areas 8, 9, 10, 11, 12 requires us to consider “character” of neighborhoods - highrise - high density high impervious coverage should not be allowed
C	11	Oppose	Parking in 10, 11, 12 is already impossible. Greater density will reduce current values
C	12	Oppose	Cannot handle more traffic, especially area 13 near South Knoll

C	12	Oppose	I oppose rezoning for 8, 9, 10, 11, 12, & 13 - any multi housing rezoning changes the character of this neighborhood & endangers habitat (gabbard park)
C	12	Oppose	I oppose any new rezoning to middle housing in this area
C	12	Oppose	I oppose
C	12	Oppose	No to these areas
C	12	Oppose	#8-#13 OPPOSE!!!! Phoenix Detroit Arizona Carolina Georgia Streets. IF anything, put affordable homes for single parent or family homes for families not multiplexes that you call affordable but put the rent $2000-$3000 with 7 rooms cause we know what they turn into. This neighborhood are "family" our church homes are also in that surrounding area. Our senior citizens will have no affordable living cause they cannot and will not be able to afford the living. Please be mindful for us low-income MAKE IT AFFORDABLE
C	12	Oppose	The areas 8, 9, 10, 11, 12 requires us to consider “character” of neighborhoods - highrise - high density high impervious coverage should not be allowed
C	12	Oppose	Parking in 10, 11, 12 is already impossible. Greater density will reduce current values
C	13	Oppose	going through S. Knoll Elem. neighborhood is walkable and safe to walk
C	13	Oppose	Cannot handle more traffic, especially area 13 near South Knoll
C	13	Oppose	I oppose rezoning for 8, 9, 10, 11, 12, & 13 - any multi housing rezoning changes the character of this neighborhood & endangers habitat (gabbard park)
C	13	Oppose	I oppose any new rezoning to middle housing in this area
C	13	Oppose	No to these areas
C	13	Oppose	#8-#13 OPPOSE!!!! Phoenix Detroit Arizona Carolina Georgia Streets. IF anything, put affordable homes for single parent or family homes for families not multiplexes that you call affordable but put the rent $2000-$3000 with 7 rooms cause we know what they turn into. This neighborhood are "family" our church homes are also in that surrounding area. Our senior citizens will have no affordable living cause they cannot and will not be able to afford the living. Please be mindful for us low-income MAKE IT AFFORDABLE
C	14	Oppose	I oppose any new rezoning to middle housing in this area
C	15	Oppose	I oppose any new rezoning to middle housing in this area
C	16	Oppose	I oppose any new rezoning to middle housing in this area
C	17	Oppose	I oppose any new rezoning to middle housing in this area
C	18	Oppose	I oppose any new rezoning to middle housing in this area
C	19	Oppose	I oppose any new rezoning to middle housing in this area
C	19	Oppose	No to these areas

C	20	Oppose	I oppose any new rezoning to middle housing in this area
C	20	Oppose	No to these areas
C	21	Oppose	I oppose any new rezoning to middle housing in this area
C	21	Oppose	No to these areas
C	22	Oppose	I oppose any new rezoning to middle housing in this area
C	22	Oppose	No to these areas
C	23	Oppose	I oppose any new rezoning to middle housing in this area
C	23	Oppose	No to these areas
C	24	Oppose	I oppose any new rezoning to middle housing in this area
C	24	Oppose	No to these areas
C		Oppose	You are incentivizing the destruction of affordable housing in the name of building what will be unaffordable. Take care of your current residents before the future ones
C		Oppose	Making the state streets zone for consol high and surrounding schools. I feel as if we are being push out of our own area.
C		Oppose	If the desire is to clean up current districts (e.g., R-4, R-6) please ensure that you rezone properties to the existing development type on the ground (e.g. duplex)
C		Oppose	Worried about people getting priced out
C		Oppose	don't think the area around Gabbard can handle the traffic of more high density housing
C		Oppose	Don't mess with Gabbard park
C		Oppose	This is critical low-middle income housing, lots of families and working adults. Walkable to AMCHS and South Knoll --> school depopulation concerns
C		Oppose	Spot rezoning is dumb. [drawing] This zoning makes sense - don't draw a line @ the whole thing - go MH = chaos
C		Oppose	the city could ease parking in McCollough subdiv to allow parking at the lincoln center since we are paying for it
C		Oppose	Too much traffic, too much partying, disrespect to our neighborhood. I strongly oppose the rezoning for middle class
C		Oppose	The pecan McCullough district has already been affected by the MH that was done on oney hervey. The data + research would show if done that it has affected a historical black community with higher tax, congestion, parking and the safety + security of our children. NO
C		Oppose	Middle housing (as is) opens too many options. There is value in stability/predictability
C		Oppose	The current zoning makes sense + provides the buffers you want in cleaner fashion

C		Oppose	Area C. DON'T MESS WITH WHAT WORKS! We have affordable homes, both owned and rented. We have all ages, ethnicities and walks of life. We have students, international grad students, young families, oldsters like me, we have many workforce people. Most importantly we have a sense of community. 3 years ago this was examined by the middle housing committee and it was agreed it should not go MH. Lets stick with that wisdom!
C		Oppose	Property taxes go way up with aggie shacks for the entire neighborhood. The city needs to keep talks consistent for any new construction - or leave everything to the current owners
C		Oppose	No to middle housing zoning in our neighborhood we were house also
C		Oppose	Why did you pick one side of the street instead of the other
C		Oppose	Too much partying - too much traffic
C		Oppose	do not - leave our neighborhoods alone go to pebble creek - castlegate and the people that live in these 150,000 to 20000 houses & never see you going into their neighborhood
C		Oppose	Areas next to Gabbard Park will cause major disruption to buried species protected by state + federal law. These declining heron species are seriously impacted by noise. Mark McDermott PhD President Rio Brazos Audubon
C		Oppose	I strongly oppose Area C. If the goal is to help provide greater density, affordable housing, and more workforce options, WE ALREADY DO THAT IN THIS NEIGHBORHOOD. We have workforce, students, oldsters like me, young families all living in a great sense of community. Please don't open the door to disrupting a neighborhood that already meets the stated goals.
C		Oppose	Gabbard park area houses many bird species. Only publicly accessible place for herons.
D	27	Oppose	#27 No mixed residential! Single Family only
D	27	Oppose	27 - Oppose. Area is already too full w/traffic and housing - Would prefer single family if happens -
D	27	Oppose	#27 will cause notable loss of home values - I share a fence with this lot. Opposed. Rezoning will cause loss of community personality. Opposed. Rezoning will create notably unsafe traffic conditions. Opposed.
D	29	Support	Area 29, 30 would be wonderful for housing for medical use/employee working in the hospitals on Rock Prairie.
D	29	Support	Strongly support need for duplexes + townhomes for healthcare workers Dr. Bains
D	29	Support	MH is absolutely perfect for Zone 29 the development there already supports it.

D	29	Oppose	No - please do not do this! 200' adjacent Tammy Gilts
D	29	Oppose	Please god no
D	30	Support	Area 29, 30 would be wonderful for housing for medical use/employee working in the hospitals on Rock Prairie.
D	30	Support	Strongly support need for duplexes + townhomes for healthcare workers Dr. Bains
D	30	Oppose	No - please do not do this! 200' adjacent Tammy Gilts
D	30	Oppose	Kip Gilts. Does not align.
D	30	Oppose	Please god no
D	31	Oppose	No. D-31
D	31	Oppose	For #31 I live in Castle Rock. Since you did the thru road + the zoning of 500 MFH my property has decreased from $384,000 to $364,000. No concrete has even been poured. Also concern of children in the area from extra traffic.
D	31	Oppose	Our family does not want Southern Plantation Rd. extended to meet Victoria Av. This would create an unsafe + unneeded thoroughfare that endangers children + patrons of the neighborhoods + two parks on Southern Plantation. We do not want middle housing development crammed into this space with the potential to degrade the value of properties in our neighborhood (Reatta Meadows).
D	31	Oppose	Area 31 - will increase access to Victoria, opens up Shenandoah and turn South. Plant. to be a throughfare. Traffic on Barron is getting worse.
D	31	Oppose	#31 Danny Chalker
D	31	Oppose	#31 Lucy Chalker
D	31	Oppose	31 Ba Prue
D	32	Oppose	D-32 No! [These are] single family affordable homes
D	32	Oppose	What is the point - houses already there.
D		Oppose	Yes, traffic congestion. Yes, lost property value. BUT, I am concerned about the amount of environmental impact. I have a FEMA tributary in my lawn. The increased non-perveous cover worries me about flooding b/c there is no where for water to go. Hard No: # 28, 30, 29. Def no: 32, 31, 26, 25
D		Oppose	If these are rezoned, single family only, please.
D		General	There is a death of entry level housing for young people in C.S. Home price meian in South C.S. is 300K. Need more homes where people can get into when young in their careers. Otherwise this town will continue careening towards a bipolar population - those that are retirees - and students. Dr. Bains
D		General	Agree! [with comment of Dr. Bains] I have adult kids @ home because they can't afford to move out. AS

D		General	Yes! Single famiily housing NOT multi-unit, student housing is preferred.
D		General	Story limitations, bed/bath parity limitations. Families need to be protected
D		General	Supporting jobs that would allow them to Buy/rent in CSTAT
General		Oppose	Concern for property values both increasing and decreasing and the increased traffic in areas with children
General		Oppose	Middle housing = highest possible density
General			1. Will this lower our property values? 2. What does affordable housing mean? 3. What if the building is made cheaply?
General			1. Why is the city driving a rezoning process? Why is the city doing the heavy lifting? 2. Have any developers or tear-down builders asked or applied for middle housing rezoning? This should come from the private sector. 3. MH is too broad. It ranges fr duplexes --> Ag shacks. In this town, any MH lot will be turned into student housing.

Comment Cards:

Map	Area	Support , Oppose, General	Comments
-	-	Oppose	My concern with middle housing is that if it is not done properly it automatically results in ag shacks. I do not think that solves the problem middle housing should be solving. which is more housing for the general population. I feel like that happened on richards street and in my opinion missed the mark.
-	-	Oppose	I feel as though the MH designation is actually making homes less affordable. I know that there are many people happy with their situations and based on what seems to happen when an area is rezoned to MH they worry that their affordable and / townhome / house will be bought by a developer and replaced with housing for students. I strongly recommend a pause on additional MH designations until the city assesses the goals for affordable housing and if there are solutions that can be implemented to better deliver against those goals.

B	18	Oppose	Overall: I oppose. -How do you ensure that developers don't use this to price gouge? -How does the benefit permanent, year-round residents? A lot of this seems to only benefit the University and Studetns. Other people live here (with families, etc.) - How does this accommodate the need here for affordavle housing that is actually accessible to people? Ashley noted that this is under an affordability project, but David Brower mentioned that prices could actually go up. This is contradictory. Also, how does this contribute to redlining in the city? Will it ultimately drive up prices in area and displace people? - I also, from the standpoint of community building, think that questions should be answered together in a group. -How will this impact traffic? This is already bad. -How will this impact tenous green spaces? -How can we make the housing that already exsts in these areas more affordable w/o overdeveloping these areas?
B	-	General	If you would like my input, I would be happy to visit with you.
C	18	Oppose	We already suffer from increased traffic and crime in the neighborhood. whenever there are events held at the park we can't find parking. The rezoning will add more traffic to the area my parents are be forced out of their property by the tax goes up . I oppose rezoning area 18.
C	-	Oppose	I apprecaite the city's efforts to address the need to effectively hous our growing population, and I understand that there are numerous stakeholders that you are trying to serve. My priorities for this process is to ensure that areas rezoned for MH near my neighborhood do not impost unacceptable externalities/costs on my neighbors and me. The reality is that when the population density of a given area increases, issues with traffic, litering, noise, and strains on city services like trash and water are negatively affected. That affect on my family's quality of life and the character of our single-family neighborhood is of utmost importance, and some kind of limiting principle needs to be established in order to not repeat the mistakes we've seen in the Southgate area and others like it. Thanks for the work you do on our behalf and for engaging the community on this very imporant issue.
C	-	Oppose	We already have a great middle housing plan that is working- small homes, duplexes and apartments in the area near Gabbard Park. It is a diverse area economically, racially and ethnically, and with ages and lifestyles from families with young children to college students to retired folks. It is a quiet area with a unique wildlife area. We need to preserve what is there. I feel like this was sprung on us after we said no a couple of years ago. What really gives me pause is the assurance that development would be market-driven. I live on the historic side of Holleman and two houses on my block have been **razed?** this year in the name of "progress."

C	-	Oppose	Goal # 1 of the Action Plan is to, in brief, increase density and choice. Goal #2 is to preserve affordable housing. Goal #1 is being aggressively pushed at the expenses of Goal #2. Whether you admit it or not. Areas 8-24 are work force housing and will likely turn into student housing if past actions hold true. How does destroying existing affordable housing help anyone? You are putting the needs of future residents far ahead of the needs of current residents! If you truly want affordable housing, stop TEARING IT DOWN. Our neighborhood lives in constant fear of an “Ag Shack” moving in. Now the city is incentivising it. Leave our perfectly good workforce housing alone. By-right zoning is a gift to developers and a way to silence citizen opposition
C	-	Oppose	Middle housing already exists in this area and quite simply there is no more space for any more. School drop off from south knoll essentially turns lawyer & SW Pkwy into a one way street that takes forever to get through. This area is also already one of the only places in cs w/ affordable housing that isn't geared towards college students. They keep saying that just because it's zoned doesn't mean the developers will do it. But babes, let's be honest w/ each other for a second, we ALL know developers are going to make the choices that make them the most money. Unless some rent control actions can be taken, it's the city's job to protect us the people who live here year round. **Long story short**: no thank you! Our neighborhoods are beautiful & wonderful as is. College Station has done a great job w/ the area. Let's not ruin it for the sake of the developer's pockets.
C	-	Oppose	I oppose any new middle housing . rezoning to MH in section c zone 8D, That area already has duplex and single family housing - changing the zoning only allows a builder to build a structure not meant for single families
C	-	General	1. So glad that some of the ugly housing may become beautified with possible new development 2. How will my taxes, or the property of residential property be affected? 3. How will traffic patterns be affected?
C	-	Oppose	The safety and security of the children w our community of pecan McCullough property tax has risen, and

C	-	Oppose	Section 13 does not need more condensed housing. Traffic is already too heavy, getting out on southwest pkwy from lawyer place + shadowood. Section 9 near Gabbard Park needs to stay with affordable single family homes. Same with area 11. 9,10,11,12,+13 would all affect property values going up for those in the surrounding areas. More traffic near south knoll elementary would make drop off + pick up even more challenging for students, parents, + residents. Sticky note attached to that card: - Like to get together - Displacement of affordable housing - Unknown whivh product types will be built - CBDG funds? - Parking on the street - Oney hervey - Taxes going UP - Maintaining integrity of neighborhood - Churches & rec center
C	-	Oppose	Proposed area #13 is problematic for a number of reasons and should not go forward. Lawyer st/Trinity Place. 1. Traffic impacts/access to neighborhoods south of southwest parkway. Lawyer st/southwest pkwy and shadowwood/southwest pkwy are our only access points to our neighborhood! Putting higher density/ more vehicles in/onto southwest pkwy makes a bad situation worse. 2. School safety + access to south knoll elementary - lawyer street serves as the only collector street for am&pm school drop off/pick up on (one way) boswell street. Traffic routinely backs up down lawyer street and teachers man that intersection trying to manage traffic issues, often, especially on bad weather days, traffic backs up all the way down lawyer and into the left turn lane on southwest pkwy. 3. Adding additional traffic to southwest pkwy on trinity place and in areas 8, 9, 10, 11, 12 beyond the existing apartments and schools will make costly intersection + safety improvements along southwest parkway necessary. 4. Traffic from Consol HS nearby and other school zones are also impacted by increased population/pedestrian + vehicle traffic in this area. Non-separated bike routes, unprotected/non-separated sidewalks along southwest pkwy and on welsh ave are a concern. 5. Were any traffic/safety aspects considered in proposing area 13 & surrounding areas General Q's: Since there are neighborhood access and safety impacts WHY were only those within 200ft sent notices? Access to Gabbard Park from local neighborhoods also negatively impacted.

D	27	Oppose	Middle Housing [does not equal] Affordable. This will be Ag Shacks. I volunteer with St. Vincent DePaul today (10/20) we took 150 calls for financial assistance. We could help 10. TEN! We need to think of our longterm residents, not our 4 year residents. There has to be a happy medium and thought put into houses and duplexes for FAMILIES.
D	27	Oppose	Area 27 - We have had issues w/zoning to the property owner. We are concerned with if we allow the rezoning that they would prefer to do too many apartments - already traffic is high over there and the road needs expanding on graham already. I live in Dove Crossing and work nearby (5 mins) - We would prefer single family but not many as there is quite little space. We as a neighborhood have many many concerns w/how this gets rezoned. The other concern would be the street would be under construction and hard to get out of our neighborhood or more drainage issues.
D	29	Oppose	Please do not do this on 29 and 30 , 200 feet and adjacent to carter lake - my home. This is not welcome.
D	30	Oppose	Please do not do this on 29 and 30 , 200 feet and adjacent to carter lake - my home. This is not welcome.
D	30	Oppose	I am writing to oppose city-initiated rezoning of Lot 30. I ama resident of Carter lake home owners association that was established as a quiet little refuge south of college station 50 years ago. Pollution and noise have already tarnished this great neighborhod that used to host so many egrets, herons, geese and other birds and wildlife. please do not rezone this property
D	31	Oppose	This is going to affect safety of children at the parks off Southern Plantation. This would also affect safety for students from CSHA that train for track & cross country.
D	31	Oppose	I would like to oppose #31 for middle housing including the road extension of Souther Plantation. This is on the grounds of traffic flow, increased traffic, it would not allow for kids to walk to school safely, runners could not run safely, and there is a much needed green space between the neighborhood and the already proposed middle housing behind it.
D	31	Oppose	Area 31: extrending southern plantation to victoria is going to increase traffic through residential area as well as 2 parks. There are stop signs but that will not be enough. Contractors / developers will fit as many homes/apts as they can fit in that small area which really isn't feasible. This area really does not meet the MH rezoning intiative. Last night Dr. Banes discussed better options for new professionals. MH is more than that. It is small apts not homes. How about a townhomes rezoning? Area 31 is being forced to fit this category my opinion Area 31 would only work for little garden homes.
D	32	Oppose	This is going to affect safety of children at the parks off Southern Plantation. This would also affect safety for students from CSHA that train for track & cross country.

D	-	Support	MH is an excellent Plan. We have to consider that a growing community these types of zones are very necessary. We must provide housing opportunities to young professionals and starting families have a place to live. Please forgive my hand writing as im writing in my lap. [character drawing] Make College Station great!
D	-	Oppose	My main concern: higher density homes bring in more cars to park. I do not want cars parking on the street. I want a clear street.
	-	Oppose	I would invite anyone involved in this process to come walk the proposed rezoned areas around Gabbard. This is a unique area with all ages. all ethnicities, and all weeks of life. Two things we have heard repeatedlty: that rezoning wqould help with affordable housing, greater density and greater avaialbaility for workforce. This area already meets those needs. Don't change something that already works. Just saw specific examples - houses with undergraduate students (up to 7 in a home), international graduate students, many low-income workforce people particularly in the duplexes. A family who bought a home so their daughter could go to Dual Language at South Knoll Elementary. A young couple who just had a baby and were delighted to find a rental at a price they could afford in a neighborhood with grannies like me, as well as all other ages. When I moved here in 1977 this area was all professors. I'm still here (my dad came to work at A&M) and there is a widow of an architect prof still here and the grandaughter of an electrical engineering prof. we are the anchors who welcome the students, the workers, families, everyone and we build community. Do not open the door to potential destruction of our community.

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City-Initiated Rezonings to MH Middle Housing

Map # A

Area(s) I support:

Area(s) I oppose:

1 I oppose putting Ag shacks on area 3. We live directly across from this area. The traffic and congestion has really been worse since the

Lincoln rehab. 2 Our location is even more congestion. The speeding has been a huge disadvantage after the rehab. If this area continues growing we will need a plant

On Lincoln + Ashburn. 3 We are in favor of Duplexes on Lincoln where entry is in back. no 2 Story houses

General Comments:

CITY OF COLLEGE STATION
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City-Initiated Rezonings to MH Middle Housing

Map # B

Area(s) I support:

Area(s) I oppose:

I oppose changing the status for area 18. I have lived there 43 years. We don't need anymore traffic there. Tricia Barksdale

I oppose changing the status of area 18. I have put too much into improving around my house and am concerned about parking and traffic. Lisa Giraldo

I oppose changing the status of areas. We want to keep families in these houses and keep traffic and parking in control. nakyshid gryton

I oppose the rezoning of these areas (specially near the park) We already suffer from increased traffic and fighting for parking. When events are held we can't even park in front of our duplex. This will also lead to increased crime

I oppose the rezoning of area 17 and 18. If this is going to be bulldozed for developers then we as a group need the ability to band together to recieve more than fair and just repayment and funds to be relocated.

I don't think this project (in any proposed zone) has the best interest of the citizens in mind. Just developers.

General Comments:

Why not consider empty places (buildings) already there instead of displacing families in our neighborhood? There are office buildings, even an old police station close by. Why tear our houses down to replace them with your high density? We were here first!

No to MH in #18. Families live here, opening it up will make this less affordable + make it more dangerous to children

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

City-Initiated Rezonings to MH Middle Housing

Map # C

Area(s) I support:

The current ZONING (in S. Knoll esp.) Makes Sense provides buffers y want in cleaner fash

8, 9, 10, 11, 12

I strongly oppose Area C. If the goal is to help provide greater density, affordable housing, and more workforce options, WE ALREADY DO THAT IN THIS NEIGHBORHOOD. We have workforce, students, oldsters like me, young families all living in a great sense of community. Please don't open the door to disrupting a neighborhood that already meets the stated goals.

Area C
DON'T MESS with WHAT WORKS!
We have affordable homes, both owned and rented. We have all ages, ethnicities and walks of life. We have students, international grad. students, young families, oldsters like me. We have many workforce people. Most importantly we have a sense of community. 3 years ago this was examined by the Middle Housing Committee and it was agreed it should not go MH. Let's stick with that wisdom!!

Making the State Streets zone for Consol High and Surrounding schools. I feel as if we are being Push out of our own area.

Don't Mess w/Gabbard Park!

Going thru S. Knoll Elem. neighborhood is walkable & safe to walk. #13

Gabboard park area houses many bird species

Only Publicly accessible park for herons

We don't need 8, it has already destroyed our community why put another. Hey Healey on Graham St. 8 is racially motivated & not backed by data of what has it has done to the safety & security of our Children, the historical significance of our community. Preserve our community
Labrandon Schrick

the city could ease parking in McCullagh Subdiv. to allow

I oppose re-zoning for 8, 9, 10, 11, 12, + 13
Any multi-housing re-zoning changes the character of this neighborhood + endangers habitat (Gabbard park.)

This area 8, 9, 10, 11, 12 requires us to consider "character" of neighborhoods - High rise - high density high impervious coverage should not be allowed

If the desire is to clean up current districts (eg R-4, R-6) please ensure that you keep re-zone properties to the existing development type on the ground (eg duplex = duplex)
Carla Elliott

Middle housing (as is) opens too many options
There is value in stability/ Predictability

The recent McCullagh district 8 has already been effected by the MH that was done on Oney Hervey. The data of research would shows it done that it has effected a historical black community with higher taxes, congestion, Parking, and the safety & security of our children

Don't think the over ground Gabboard can handle the traffic of more/ high density housing
worried about people getting priced out.

No to 8, 9, 10, 11, 12, 13
No to 19, 20, 21, 22, 23, 24

10/2 WINDING
Should be excluded b/c is in The Knoll deed restricted subdivision

You are incentivizing the destruction of affordable housing in the name of building what will be unaffordable.
Take care of your current residents before the future ones.

8, 9, 10, 11, 12

I oppose ANY new RE-zoning to MH in this AREA

Too much traffic
Too much partying
Disrespect to our historic neighborhood
I strongly oppose the rezoning for middle class.

9, 10, 11, 12 + 13
Specifically 13 near South Knoll can not handle more traffic

Areas next to Gabbard Park will cause Major disruption to bird species protected by State + Federal law. These declining heron species are seriously impacted by noise
Mark McDermott Ph.D.
President Rio Brazos Audubon.

Parking in 10, 11, & 12 is already impossible. Greater Density as it Reduce current Values.

Don't - Leave our Neighborhoods Alone
Up to Pebble Creek - Castlegate and the people that live in these 150,000 to 200,000 houses I never see you doing it in their neighborhoods

Too much Partying
Too much traffic

Why did you pick the 1 side of the street to rezone the other.

NO to Middle Housing Zoning in our Neighborhood We work hard

#8 #13 OPPOSE!!!

Phoenix
Detroit
Arizona
Carolina
Georgia
} Street?

If anything but affordable homes for Single Parent or family homes for families not CAMPuses that you call affordable but the RENT $2000 $3000 with 2 rooms Cause we know what they turn into. This neighborhood ARE "FAMILY" our Church

Homes are also in that surrounding or areas. Our Senior Citizens will have NO Affordable Living Cause They Cannot and will not be able to afford the living. Please be Mindful for us low-income MAKE IT AFFORDABLE!!!

Area C

This is critical low-middle income housing, lots of families + working adults.

Walkable to AMCHS + South Knoll
↳ school depopulation concerns

SPOT REZONING IS DUMB

Duplex | GS
Townhome | Apts

This ZONING Makes Sense - dont draw a line @ the whole thing - go MH = Chaos

#8

No to Middle Housing Zoning in this area. disruptive to families and duplexes already in place.

Let Maggie Shacks for the entire neighborhood. The city needs to keep Kent Wurks takes consistent for any new construction - do same everything to the current owners.

CITY OF COLLEGE STATION
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City-Initiated Rezonings to MH Middle Housing

Map # D

Area(s) I support:

29, 30 Strongly Support need for Duplexes + Townhomes for Health Care Workers Dr Bains

MH is ABSOLUTELY perfect for Zone 29 the development there already supports it

AREA 29, 30 would be wonderful for Housing for medical use/employees working in the Hospitals on Rock Prairie.

Area(s) I oppose:

D-32
No!
single family affordable homes

NO

D-31

29 + 30
No - please do not do this!
200' adjacent
Tammy Gilts

#27
No mixed residential!
single Family Only

#30
Kf Gilts
Does not align

27 – OPPOSE
Area is already too full w/ traffic and housing - would prefer single family if happens -

#29
Rezoning will cause loss of Community personality

opposed

For #31 –
I like it Castle Rock.
Since you did the Mkt road + the zoning of 500 MFH My property has decreased from $384,000 to $264,000. No concrete has even been poured. Also concern of children in the area from extra traffic.

AREA 31
OUR FAMILY DOES NOT WANT SOUTHERN PLANTATION RD. EXTENDED TO MEET VICTORIA AV. THIS WOULD CREATE AN UNSAFE + UNNEEDED THOROUGHFARE THAT ENDANGERS CHILDREN + PATRONS OF THE NEIGHBORHOODS + TWO PARKS ON SOUTHERN PLANTATION).

AREA 31
WE DO NOT WANT MIDDLE HOUSING DEVELOPMENT CRAMMED INTO THIS SPACE WITH THE POTENTIAL TO DEGRADE THE VALUE OF PROPERTIES IN OUR NEIGHBORHOOD (REATTA MEADOWS).

Area 31 – Would increase access to Victoria, opens up Shenandoah and turn South. Don't be a Thoroughfare. Traffic on Barron is getting worse.

Please God no For 29 + 30
– Tammy Gilts 200' adjacent

Yes, lost property value.
BUT, I am concerned about the amount of environmental impact. I have a FEMA

Hard No:
#28, 30, 29

Def No:
32, 31, 26, 25

32 – what is the point – houses already there.

#31
Donny Chalker

#31
Lucy Chalker

31

Ken Pruss
If these are rezoned, Style family housing only, please.

#29
Will cause notable loss of Home values – I share a fence & this lot

Opposed

#27
Rezoning will create notably unsafe Traffic conditions

opposed

General Comments:

There is a dearth of entry level housing for young people in C.S.
Home Price Median in E. south C.S is 320K
Need more homes where people can get into when young in their careers.
Otherwise this town will continue careening towards a bipolar population – those that are retirees – and students.
– Barrett

← Yes! Single family housing NOT multi-unit student housing is preferred.

← Agree! I have adult kids @ home because they can't afford to move out.
AS

Story limitations
bed/bath parity limitations
families need to be protected

Supporting Jobs that would allow them to BUY/RENT in CSTAT

City-Initiated Rezonings to MH Middle Housing

Map # ALL

Area(s) I support:

Middle housing = highest possible density

Area(s) I oppose:

concern for property values both increasing + decreasing.
+ the increased traffic in areas w/ children

General Comments:

1) Why is the city driving a rezoning process? Why is the city doing the heavy lifting?
2) Have any developers or tear-down builders asked or applied for middle housing rezoning? This should come ~~for~~ from the private sector.
3) MH is too broad. It ranges fr duplexes → Ag Shacks. In this town, any MH lot will be turned into student housing.

1) Will this lower our property values?
2) What does affordable housing mean?
3) What if the building is made cheaply?

November 23, 2026
Item No. 7.4.
City Artificial Intelligence Update

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an Artificial Intelligence update from the Information Technology department.

Relationship to Strategic Goals:
- Good Governance

Recommendation(s): Council receive and provide feedback regarding the Artificial Intelligence Update

Summary: During the council meeting on October 10, 2026, Mayor Yancy requested a report on the current and potential use of Artificial Intelligence (AI) as a resource for City Hall. The workshop will discuss AI use by City of College Station Departments, along with constraints placed on local governments to ensure ethical and careful use with human oversight.

Budget & Financial Summary: N/A

Attachments:
None

November 23, 2026
Item No. 8.1.
2201 Earl Rudder Fwy S Rezoning

Sponsor: Garrett Segraves, Staff Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to GC General Commercial on approximately 10 acres generally located at 2201 Earl Rudder Freeway South.

Relationship to Strategic Goals:
Diverse and Growing Economy

Recommendation(s): Staff recommends approval of the rezoning request.

Summary: This request seeks to rezone 10 acres at 2201 Earl Rudder Fwy S from GS General Suburban to GC General Commercial. The property currently houses Aldersgate Church and has recently begun operating a commercial daycare facility within the church on weekdays. The rezoning intends to bring the property into compliance with UDO Section 6.3, as daycare facilities are not an allowed use in GS General Suburban Zoning.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The Comprehensive Plan Future Land Use and Character Map designates the subject property as General Commercial. The Comprehensive Plan generally describes the General Commercial land use designation as follows:

Concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.

The intent of the district is to:
- Accommodate a wide range of commercial uses
- Concentrate future commercial development at major intersections
- Provide connectivity to surrounding bicycle and pedestrian networks and provide safe pedestrian facilities within sites
- Encourage transitions in building height and mass when adjacent to residential neighborhoods
- Support multi-family residential as secondary uses on a site
- Encourage shared surface parking

The zoning districts generally appropriate for General Commercial land use include GC General Commercial, O Office, and Mixed-use zoning.

The proposed zoning district of GC General Commercial would be in line with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The property fronts Highway 6, which is classified as a Freeway/Expressway on the City's Thoroughfare Plan. The properties to the North and East are zoned GS General Suburban and are developed as single-family residences. The properties to the Southeast are zoned GC General Commercial, and are developed as a restaurant and retail store. The properties to the West and South, across Highway 6, are zoned GC General Commercial and WPC Wolf Pen Creek.

The proposed zoning district is appropriate for the surrounding area as it follows the Comprehensive Plan Future Land Use Designation, and provides child care to the families in the abutting single-family subdivision.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject properties are suitable for uses allowed within the proposed zoning district. The site has adequate space to meet the minimum dimensional standards for GC General Commercial. There is no floodplain on the property.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:
The existing water and wastewater infrastructure is adequate to support the needs of this development. If redeveloped in the future, detention, drainage and other infrastructure required for the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.
The subject property has frontage on Highway 6, which is designated as a Freeway/Expressway on the City's Thoroughfare Plan.

5. The marketability of the property:
Rezoning the property from GS General Suburban to GC General Commercial would allow both uses of a Place of Worship and Day Care, while increasing the marketability of the property with the implementation of the Comprehensive Plan's Land Use Designation for the area.

Budget & Financial Summary:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM GS GENERAL SUBURBAN TO GC GENERAL COMMERCIAL ON 10.0 ACRES GENERALLY LOCATED AT 2201 EARL RUDDER FREEWAY S CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

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

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

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

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

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

APPROVED:

_____
City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GS General Suburban to GC General Commercial (10 acres):

Windwood Phase 4, Block 5, Lot 1R

Exhibit B


EXISTING
Zoning
PROPOSED
Zoning
General Commercial
General Suburban
Rural
Wolf Pen Creek Dev. Corridor
HOLLEMAN DR E
EARL RUDDER FWY S
ON RAMP EARL RUDDER FWY S
SWITCH STATION RD
SPICEWOOD CT
WINGATE CT
BROOKWAY CT
BROOKWAY DR
HORSE HAVEN LN
N



	ALDERSGATE CHURCH REZONING	Case: REZ2026-000013 REZONING



ZONING DISTRICTS (In Grayscale)

Residential			
R	Rural	MH	Middle Housing
WE	Wellborn Estate	MF	Multi-Family
E	Estate	MU	Mixed-Use
WRS	Wellborn Restricted Suburban	MHP	Manufactured Home Pk.
RS	Restricted Suburban		
GS	General Suburban		
D	Duplex		
T	Townhome		

Non-Residential	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C–U	College and University

Planned Districts	
P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts	
WPC	Wolf Pen Creek Dev. Cor.
NG–1	Core Northgate
NG–2	Transitional Northgate
NG–3	Residential Northgate

Overlay Districts	
OV	Corridor Ovr.
RDD	Redevelopment District
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts	
R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

	ALDERSGATE CHURCH REZONING	Case: REZ2026-000013 REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: November 17th, 2026
Advertised Council Hearing Date: November 23rd, 2026

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Windwood Home Owner's Association

Property owner notices mailed: 31
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Suburban Residential	GS General Suburban	Single-Family Residential
South	General Commercial	GC General Commercial	Single-Family Residential
East	Suburban Residential	GS General Suburban	Single-Family Residential
West	General Commercial	GC General Commercial	Post Oak Mall

DEVELOPMENT HISTORY

Annexation: February 1971
Zoning: A-O Agriculture Open (1971), R-1 Single-family Residential (1983), GS General Suburban (2013)
Final Plat: Windwood Phase 4, Block 5, Lot 1R
Site development: Place of Worship

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: ALDERSGATE CHURCH REZONING (REZ2026-000013)

Address: 2201 EARL RUDDER FWY S

Legal Description: WINDWOOD PH 4, BLOCK 5, LOT 1R, ACRES 10.0

Total Acreage: 10

Applicant:: ALDERSGATE CHURCH OF THE BRAZOS VALLEY

Property Owner:

List the changed or changing conditions in the area or in the City which make this zone change necessary.

Existing GS General Suburban zoning does not permit commercial preschool operations.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

This zone change is in accordance with the Comprehensive Plan.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

Property is suitable for current and continued use as a church for religious and Christian educational purposes.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Property is suitable for current and continued use as a church for religious and Christian educational purposes.

Explain the suitability of the property for uses permitted by the current zoning district.

Property is suitable for current and continued use as a church for religious and Christian educational purposes.

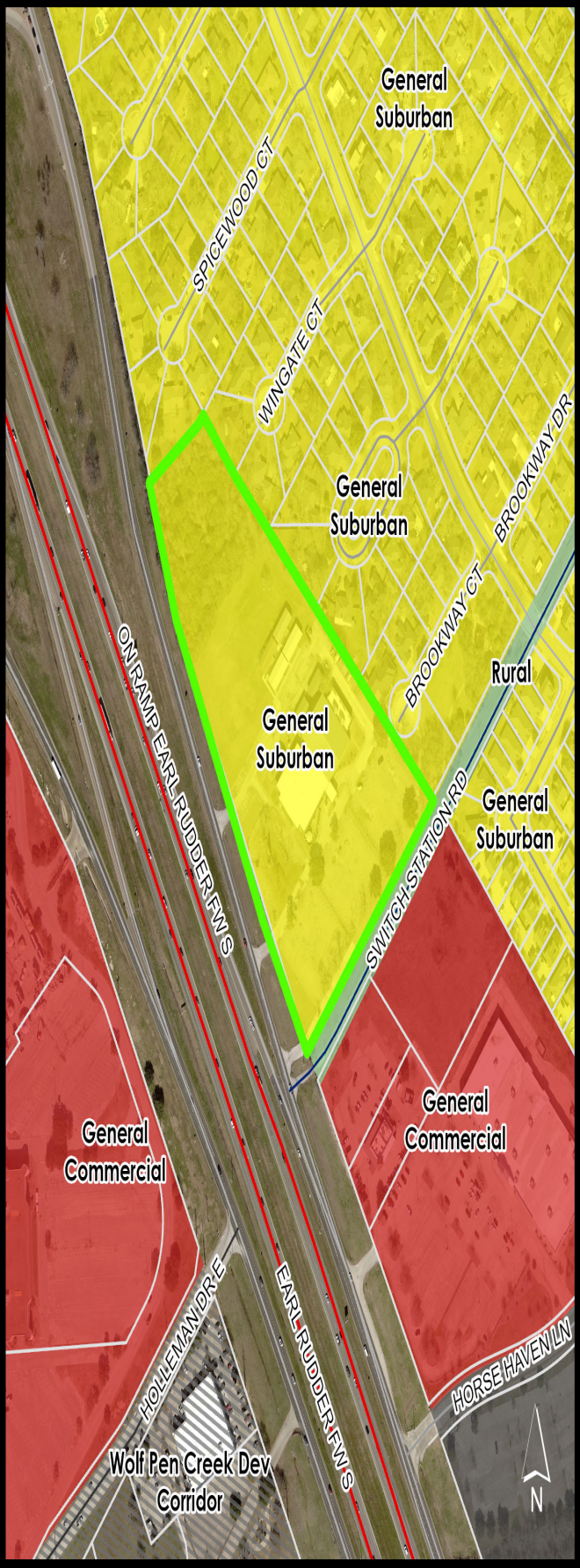
Explain the marketability of the property for uses permitted by the current zoning district.

Property is suitable for current and continued use as a church for religious and Christian educational purposes.

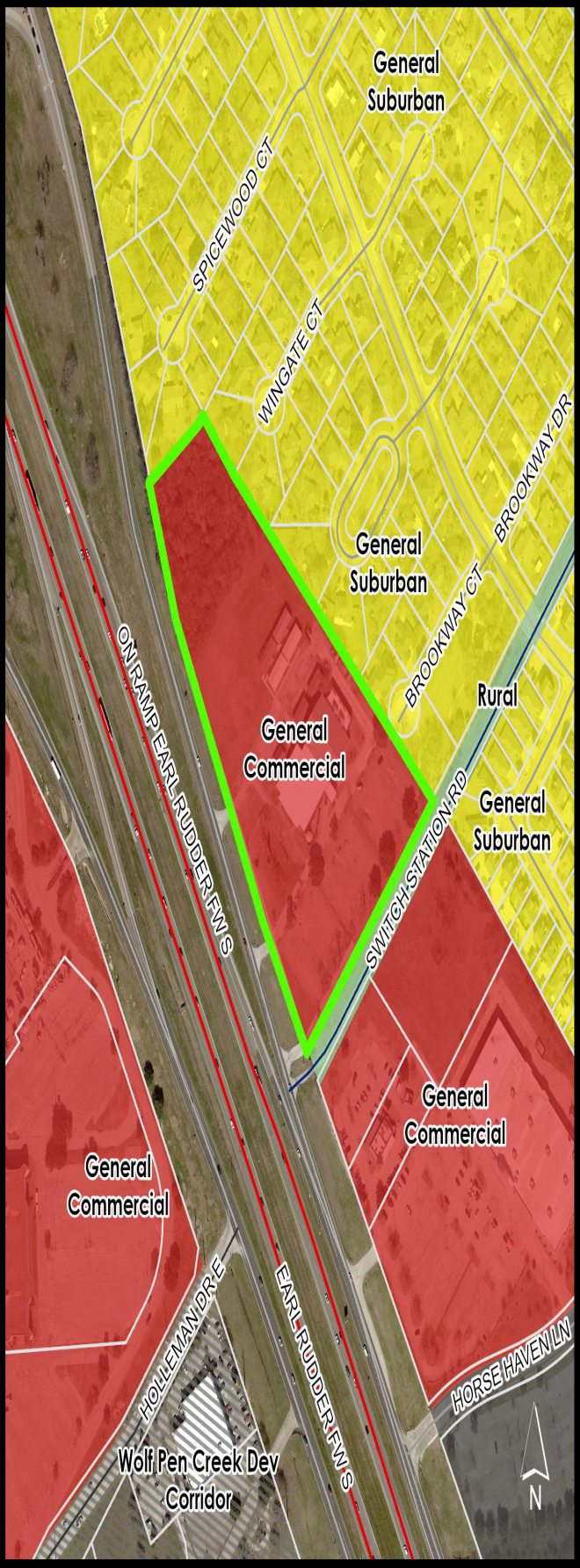
List any other reasons to support this zone change.

For the past eight (8) years, the church was in partnership with a school whose mission was commensurate with our Christian educational purpose and church mission. No adverse effects were experienced with traffic, church property, nor any adjacent properties. The same will be true with our current preschool partnership.

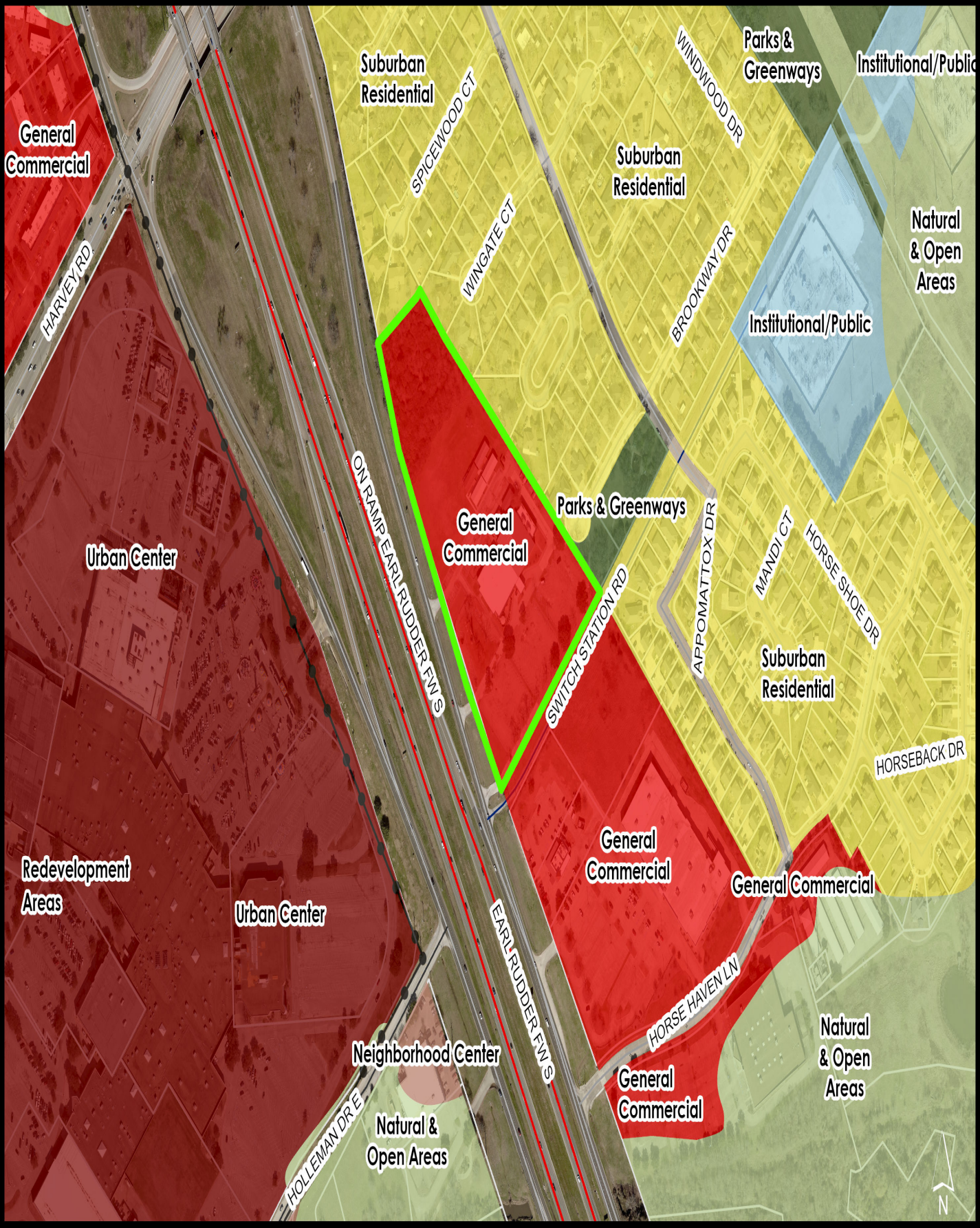
EXISTING
Zoning



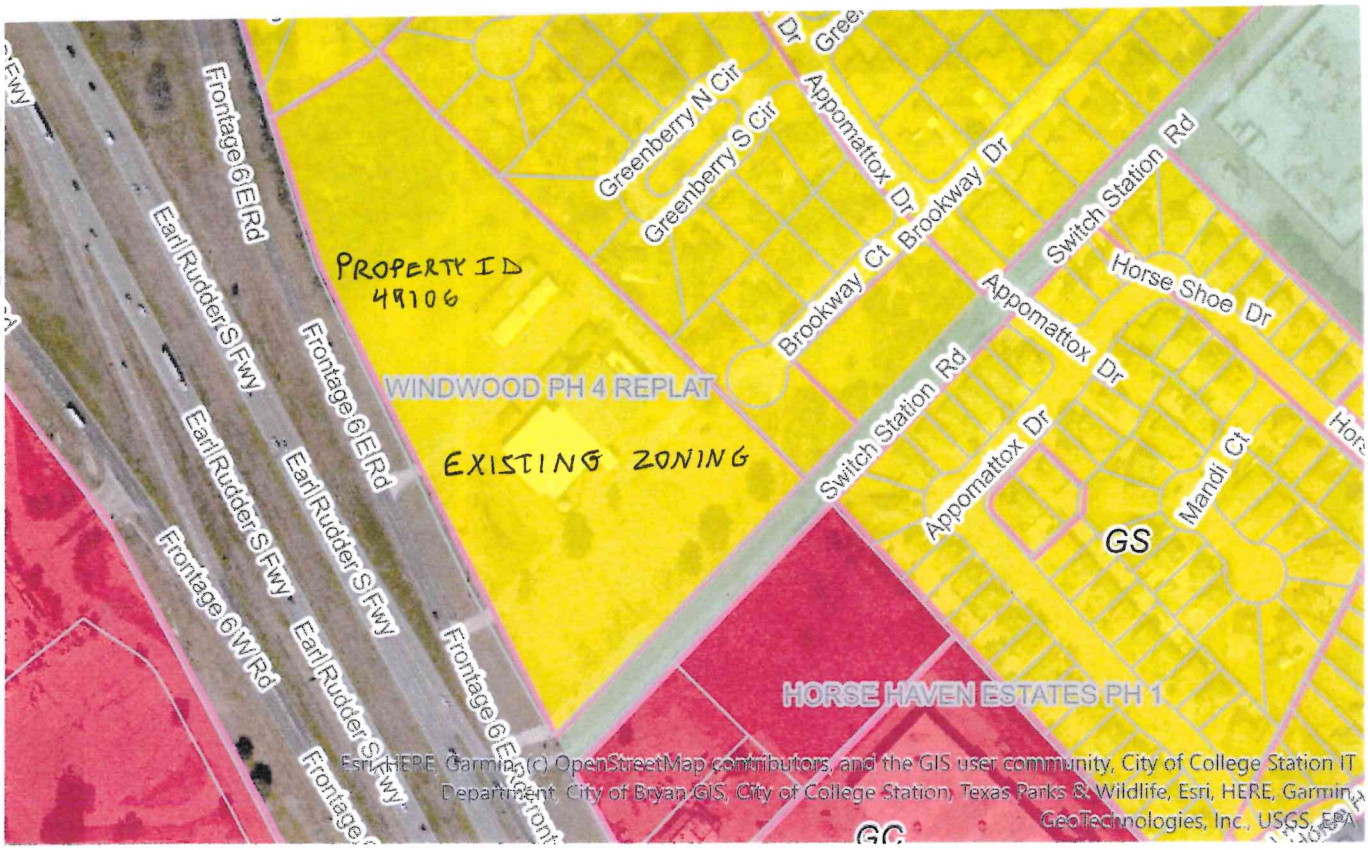
PROPOSED
Zoning



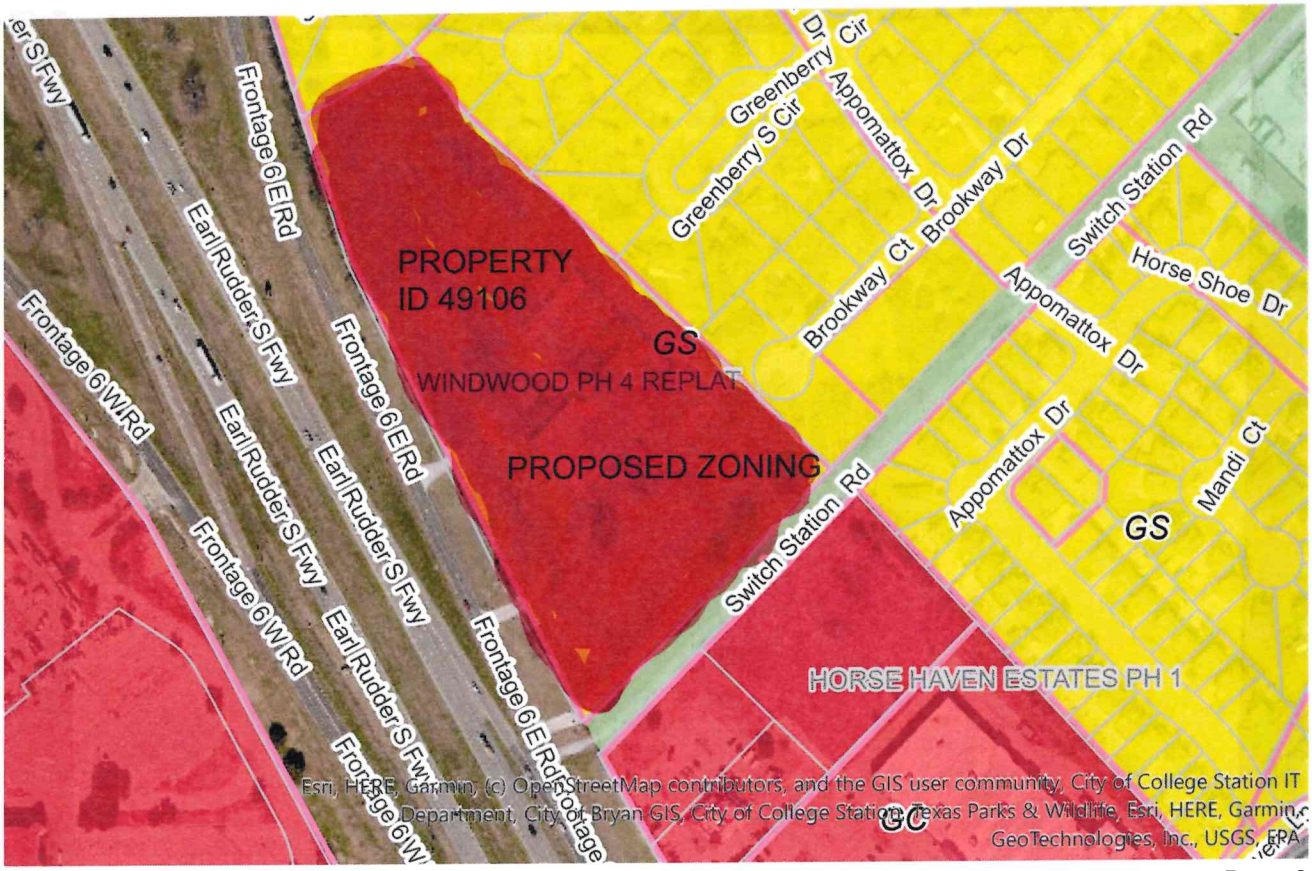
EXISTING
Future Land Use



EXISTING ZONING



PROPOSED ZONING



November 23, 2026
Item No. 8.2.
The Station Baseball, LLC Development Agreement

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a development agreement with The Station Baseball, LLC, for the development and operation of a baseball and softball complex in the Midtown Business Park.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends that Council approve the development agreement.

Summary: Letter of Intent. During the February 26, 2026, City Council meeting, the College Station City Council unanimously approved a Letter of Intent with The Station, LLC for the development of a premier baseball and softball complex within the Midtown Business Park. The proposed facility is intended to expand the City's recreational opportunities and sports tourism offerings through the construction and operation of a regional tournament destination facility.

The Project. The project consists of approximately nine synthetic turf baseball and softball fields, including a championship-level field that would serve as the home venue for the Brazos Valley Bombers. The facility is expected to host local, regional, and national tournaments and is projected to generate a significant annual economic impact through tournament activity, visitor spending, and related economic activity.

Agreement Documents. Following approval of the Letter of Intent, City staff and the developer negotiated the terms of a Development Agreement, including the major terms of a long-term ground lease and use agreement for the project. Collectively, these agreements contemplate the responsibilities of both parties, performance requirements, public-use commitments, City incentives, and compliance provisions intended to ensure the public benefits anticipated from the project are achieved.

The Long-Term Ground Lease and Use Agreement remains under negotiation between the City and the Developer, and both will be presented to City Council for consideration at a future meeting. The public-use provisions or terms described herein are subject to the final negotiated terms of the Long-Term Ground Lease and Use Agreement.

Workshop Discussion. A City Council Workshop was conducted on November 16, 2026, to provide City Council with an overview of the proposed agreement and its key business terms, including the requested incentives, performance measures, public benefits, risk allocation, compliance requirements, and City controls for expenditure of public funds.

Developer Obligations. The Developer is responsible for the financing, construction, operation, maintenance, and long-term replacement of all project improvements (except off-site public

infrastructure to be constructed by the City for the benefit of the general vicinity). Key obligations include:

1. Construction of nine synthetic turf baseball and softball fields, including a championship-level field.
2. A minimum capital investment of $30 million (above the City's incentives).
3. Sole responsibility for securing all project financing.
4. Ongoing operation, maintenance, repair, and replacement of project facilities.
5. Compliance with all performance metrics and reporting requirements contained in the agreement.

City Obligations. The City will support the project through land participation and performance-based financial incentives. Key obligations include:

1. Leasing approximately 62.64 acres to the Developer through a deferred and forgivable ground lease with an initial term of 50 years in addition to the construction period and options for up to five additional ten-year extensions.
2. Providing up to $23 million in construction cost reimbursements for eligible project expenses.
3. Providing annual operating reimbursements equal to municipal ad valorem property tax revenues paid by the developer on the project for up to ten years, capped at $5 million in the aggregate.
4. Constructing off-site roadway and utility infrastructure necessary to serve the development site from Midtown Drive.

Performance Measures. The agreement establishes several measurable public-benefit requirements that must be achieved by the Developer, including:

1. Hosting a minimum of 25 tournaments annually for at least three years during the compliance period following project completion.
2. Hosting a minimum of 40 tournaments annually for at least five years during the compliance period following project completion.
3. Attracting at least 40,000 annual visitors from outside Brazos County for at least five consecutive years.
4. Generating an increase in taxable property value of at least $18 million.
5. Completion of the project by the major deadlines in the agreement (full project funding secured within 6 months, construction completion 2 years after permit issuance, etc.).

Community and Public Use Commitments. The project is anticipated to include public access and community-use provisions intended to ensure local residents benefit from the facility on agreed weekday evenings. These provisions are expected to address public access to fields and facilities, availability of the championship-level field for Brazos Valley Bombers activities, scheduling priorities, and other community-use requirements.

Compliance and City Controls. The agreement contains multiple provisions required to provide “sufficient controls” for the City’s investment of public funds in the project and ensure the public purpose and performance of the public benefits by Developer.

1. **Reimbursement Only:** The City provides no upfront grant funding. Reimbursements are limited to documented, paid, and eligible project costs submitted by the Developer.
2. **Clawbacks and Remedies:** If the Developer defaults and fails to cure the default, the City may recapture reimbursements already paid and certain deferred lease payments, subject to repayment first of any leasehold mortgage on the project. The City may also suspend incentives, pursue available legal remedies, or terminate the agreement (following additional notice and cure periods and subject to the rights of any leasehold mortgage holder).
3. **City Retains the Land:** The City retains ownership of the land throughout the term and grants only a ground lease. Land use, operations, and maintenance obligations are secured through recorded land use restrictions that remain in place for the compliance period.
4. **Debt and Lien Limits:** The Developer secured debt associated with the project is capped at approximately $30 million, adjusted for CPI. The Developer cannot mortgage the City's ownership interest in the land.
5. **Reserves and Oversight:** The Developer must maintain required financial reserves and provide regular compliance reporting. The City retains inspection, monitoring, audit, and cost-verification rights throughout construction and operations.
6. **No City Debt:** The City does not issue debt (except infrastructure improvements), pledges no credit, and uses no tax increment funds.

Early Benefit Release. The agreement includes an Early Benefit Release mechanism intended to recognize achievement of the project's economic development objectives. If the Developer demonstrates that all required program benefits have been achieved, and the City confirms that achievement, the compliance period shall be reduced from 50 years to 20 years measured from the original commencement date.

Upon Early Benefit Release:

1. The City’s land use restrictions on the property are released.
2. Previously accrued deferred lease payments are forgiven.
3. Annual compliance reporting requirements are substantially reduced.
4. The Developer is no longer subject to potential repayment (City’s recapture rights) of up to $28 million, including construction reimbursements, payment and performance bond reimbursement, and associated operating reimbursements in the event of a future default.
5. The City retains ownership of the land and the Ground Lease remains in effect pursuant to its terms, meaning the Developer can either agree to a reduced set of use restrictions for the project or begin paying the City annual rent for the remainder of the lease term.

The Early Benefit Release provisions are intended to recognize that the public benefits contemplated by the agreement have been achieved and a reduction in City controls on the project then allows the Developer additional operational flexibility.

Purchase Options. The City has the right, but not the obligation, to purchase the project at fair market value in the event of default (subject to repayment of any outstanding leasehold mortgage and giving developer credit against any repayment obligations to the City). The Developer has the

right, but not the obligation, to purchase the City’s land ownership after 50 years of the compliance period (provided there is no default) for fair market value.

Fiscal Impact. The City's maximum financial participation consists of up to $23 million in construction reimbursements, up to $5 million in operating reimbursements over a ten-year period, forgiveness of $12,950,000 (or $259,000 per year) in lease payments and approximately $13,456,567.17 for design and construction of off-site roadway and utility infrastructure improvements necessary to serve the site.

Budget & Financial Summary: The City's financial participation consists of $23 million in construction reimbursements, of which $20 million is included in the FY27 budget as assigned fund balance (pg 74).

Estimated city construction of roadway infrastructure of $14,000,000 (pg 238), water infrastructure of $5,000,000 (pg 248) and sewer infrastructure of $100,000 (pg 252) needed to serve the site are reflected in the FY27 capital appropriations. These public improvements are solely on the City's land and will extend to the property line of the project.

The agreement also reflects a maximum of $5,000,000 in operating reimbursements over a ten-year period and deferred rent of $12,950,000 that is not currently included in the budget or financial forecast.

Attachments:

1. Econ Dev - Baseball Site -EDA v4

CHAPTER 380
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT
BY AND BETWEEN
THE CITY OF COLLEGE STATION
AND
THE STATION BASEBALL LLC

(Sports Resort Complex – Baseball and Softball Site)

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CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF COLLEGE STATION AND THE STATION BASEBALL LLC

This Chapter 380 Economic Development Program Agreement ("Agreement") by and between the **CITY OF COLLEGE STATION, TEXAS**, a Texas home-rule municipal corporation ("City"), and **THE STATION BASEBALL, LLC**, a Texas limited liability company, its permitted successors and assigns, ("Developer") is entered into and effective on the date of an affirmative vote of the governing body of the City Council ("Council") approving a fully executed version of this Agreement ("Effective Date").

RECITALS:

WHEREAS, Developer intends to develop, design, construct, manage, operate and maintain a sports resort complex on approximately 62.64 acres of unimproved land located within the Thomas Carruthers League Survey, Abstract 9, Tracts 1, 2 and 5, and generally located within the Midtown Business Park in College Station, Texas, as more particularly described in **Exhibit "A"** ("Property") currently owned by the City; and

WHEREAS, City shall design, construct and complete at City's sole cost off-site utility extensions and roadway improvements necessary to provide utility access to the closest property line of the Property as applicable to roads, water, wastewater and electric service ("Infrastructure Extensions"); and

WHEREAS, subject to the terms and conditions of this Agreement and a long term ground lease, City intends to lease the Property to Developer on which Developer intends to construct the following baseball and softball aspects (collectively, the "Improvements", and together with Developer's leasehold interest in the Property, the "Project"): **(i)** a minimum of nine (9) fully synthetic turf fields, **(ii)** including one (1) championship-level stadium, which shall include a minimum seating capacity of 1292 with a minimum of **598** stadium-type seats, player warm-up areas, suites, a minimum of two (2) party decks, concessions, ticketing areas, merchandise sales areas, an electronic scoreboard, a press box, restrooms sufficient to support the full capacity of the stadium, and related storage; **(iii)** support facilities, **(iv)** player development spaces, **(v)** a field house, **(vi)** training facilities, and **(vii)** related operational improvements, including all private and public infrastructure (other than the Infrastructure Extensions) necessary for development and operation of the Property, each in accordance with the site plan attached as **Exhibit "B"** ("Initial Site Plan"); and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes City to provide grants and loans, subject to proper internal controls and contracting requirements, for economic development purposes; and

WHEREAS, Developer requested the City authorize and provide certain economic development grants for the Project, including phased capital participation of $20 million as presented to Council on October 9, 2025; and

WHEREAS, Developer has also requested to lease the Property from the City, subject to certain terms and conditions that require the Project to be developed as required by the City under this Agreement to ensure public benefit and economic development are provided to the City in consideration for the incentives provided to Developer by the City under this Agreement; and

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WHEREAS, Developer and City entered into that certain letter of intent dated February 18, 2026 ("LOI"); and

WHEREAS, in accordance with the LOI, Developer will obtain commitments from commercial lenders or equity investors for the Project, in addition to the economic development incentives provided by the City under this Agreement; and

WHEREAS, also pursuant to the LOI, Developer has submitted documentation to the City illustrating that the Project will have a direct, significant and positive economic benefit to the City and that Developer has unique and extensive expertise in providing the development and operations services described in this Agreement; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code and Article III, Section 52-a of the Texas Constitution, for the public purposes of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce and stimulating business and commercial activity in the State of Texas, Brazos County and the City, the City desires to offer certain economic development incentives to Developer, subject to compliance by Developer and the Project with restrictions providing for public benefit and control of public funds as more particularly described in this Agreement ("Program"); and

WHEREAS, pursuant to Section 253.0125 Texas Local Government Code, the City desires to convey the Property to the Developer, subject to certain controls, terms and conditions under a long term ground lease containing a purchase option, for development of the Property as a sports resort complex for the public benefit of the City and in accordance with the Initial Site Plan; and

WHEREAS, in accordance with Section 253.0125 Texas Local Government Code, the City has provided notice to the public by publication in a newspaper of general circulation in Brazos County that conveyance of the Property will be obligated under this Agreement with said newspaper publication including a description of the property, including its location, and published on two separate days being November 5, 2026 and November 7, 2026;

WHEREAS, the Property is in a tax increment reinvestment zone, Reinvestment Zone No. 19, City of College Station, Texas ("Zone"); provided, however, this Agreement does not pledge, dedicate nor use tax increment funds, nor require payment of project costs listed in the Zone project plan; and

WHEREAS, the City, acting by and through its duly elected City Council in an open meeting ("Council") hereby finds that this Agreement, including the Project to be developed under the terms of this Agreement and the Program, promotes economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce and stimulating business and commercial activity in the City; and, as such, meets the requisites under the Texas Constitution, Chapters 253, 272 and 380 of the Texas Local Government Code and is in the best interests of the City; and

WHEREAS, the Project is intended to generate diversified and sustainable revenue through tournament play, lodging, concessions, sponsorships, special events, and year-round visitor activity while also creating a lasting community asset that expands opportunities for local youth athletes and families; and

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WHEREAS, in addition to the economic development of the City and Program benefits anticipated to result from the Project, the Developer agrees to allow certain public and City access to and use of the Project under certain terms and conditions, as part of the Program; and

WHEREAS, Council finds that the terms of this Agreement and the Program grants the City sufficient control to ensure the public purpose is accomplished and the City receives the required economic development and public benefit in consideration for the incentives provided to the Developer under this Agreement and in accordance with the Program; and

WHEREAS, Council finds that the Project would not be feasible for the Developer without assistance from the City as provided in the Program, nor would the City be able to complete the Project without Developer's development, design, construction, ownership, operation and maintenance of the Project without significantly increased costs to the City; and

WHEREAS, Council finds the predominant objective of the Program and this Agreement is to accomplish a legitimate public purpose, not to provide a benefit to a private party and that construction, management, operation and use of the Improvements would not be feasible in the form provided under this Agreement without the City's participation as provided under the Program in accordance with the Texas Constitution, City Charter and applicable chapters of the Texas Local Government Code; and

WHEREAS, the City Council has approved a non-binding LOI relating to the Project, and the City's financial participation in the Project as contemplated by this Agreement remains subject to the terms of this Agreement, legally available funds, any required City Council budgetary or appropriation actions and required claw-back, recapture, monitoring and compliance provisions ensuring completion of the public benefit purposes of this Agreement; and

WHEREAS, in consideration for compliance with the monitoring, payment application submittal, documentation, schedule, budget, Property restrictions and reporting requirements of this Agreement and achievement of public benefit purposes of this Agreement by Developer, Developer is intended to receive **(i)** reimbursements of certain approved Project costs as specified in this Agreement, **(ii)** a leasehold interest in City-owned property to be conveyed pursuant to a long-term ground lease, and, **(iii)** City completion at City's expense of certain public infrastructure intended to serve the Project and surrounding area according to an accelerated schedule anticipated to complement the Project, each as specifically described in Article III of this Agreement (each an "Incentive" and collectively "Incentives");

NOW, THEREFORE, the City and Developer (each a "Party" and collectively, the "Parties"), for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, which consideration includes major investment in the Project and Developer's completion of the Project in accordance with the Program in a manner that contributes to the economic development of the City, do hereby contract, represent and agree as follows:

ARTICLE I
GENERAL PROVISIONS AND DEFINITIONS

1.1. Definitions. In addition to all other capitalized terms defined in the body of this Agreement, capitalized terms shall have the meanings indicated in Article IX to this Agreement.

1.2. Agreement Administration. This Agreement shall be administered on behalf of the City by the City manager or City manager's designee ("City Manager") where expressly provided in

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this Agreement, and otherwise by the Chief Development Officer of the City's Economic Development Department ("Director"); provided, however, such administration of this Agreement shall be in accordance with the terms of this Agreement and such authority shall not extend to any amendment of this Agreement without Council approval except as expressly provided. Director is hereby authorized and directed to provide any reports or submittals required under the Texas Local Government Code.

1.3. Delegation of Signature Authority. The Council hereby grants authority for the City Manager, City attorney and City Secretary, including the designees of each, to execute: **(i)** this Agreement, subject to Council approval, **(ii)** exhibits referenced in Section 1.15, **(iii)** amendments and updated Project budgets or Project schedules where express authority to approve such documents is given to the City Manager in this Agreement, **(iv)** assignments or assumption agreements pursuant to Section 8.6, subject to approval of the form of such agreements by the City Attorney, and **(v)** extension requests pursuant to Section 1.11.

1.4. City Requirements. As a condition to payment of any Reimbursements (as such term is defined in Article III of this Agreement) and continued receipt by Developer of any Incentive, Developer shall comply with all of the following (collectively, the "City Requirements"): **(i)** City of College Station Code of Ordinances ("City Code"); **(ii)** the Texas Local Government Code, as applicable, and the City Charter; **(iii)** Program, including but not limited to submittal of timely, complete and accurate compliance forms and access to records required under this Agreement showing achievement of the Program Benefits (as such term is defined in Section 1.6, below); **(iv)** Major Deadlines (as such term is defined in Section 1.11 of this Agreement); **(v)** Project Budget (as such term is defined in Section 1.10); **(vi)** the requirements of any covenants and restrictions filed in the official public records of the Brazos County Clerk covering any portion of the Property ("Real Property Records"); **(vii)** Article III of this Agreement; **(viii)** actions or omissions necessary to remedy a violation or other notice of non-compliance for any portion of the Property or Project issued by a governmental authority having jurisdiction over the Project (Ex., Brazos County, Texas Department of Environmental Quality, Environmental Protection Agency, Internal Revenue Service) ("Governmental Authority"); and **(ix)** the requirements to remain qualified as an Eligible Entity (as such term is defined in Section 4.8).

1.5. Continuous Occupancy. Developer (or any permitted assignee under Sections 8.6 or 8.7) must (subject to Force Majeure) continuously operate and use, or caused to be operated and used, the Project in compliance with the City Requirements as a condition precedent to receipt of any Incentives. For the avoidance of doubt, this Section does not restrict the rights of Developer or any authorized assignee of Developer from temporarily shuttering, closing for temporary repair or maintenance, remodeling or otherwise modifying operations or Improvements otherwise in compliance with the minimum requirements of this Agreement, but is intended by the Parties to prevent long term disruption of Project operations.

1.6. Consideration. The City is providing certain economic development Incentives, including but not limited to conveyance of the Property to Developer, in consideration for completion and use of the Improvements in strict accordance with all City Requirements, including but not limited to construction completion in accordance with defined performance deadlines and milestones, compliance reporting, increased value in the Property over and above the Incentives provided to Developer by the City, capital investment in the Improvements by Developer as shown by documentation of actual unreimbursed costs of design and construction paid by Developer and

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submitted to the City at the time of Completion of Construction ("Capital Investment"), and reasonable and prudent operation of a Project for a period of fifty (50) years beginning on the date of receipt by Developer of the Final Certificate of Occupancy for the Improvements and ending on the 50th anniversary of such date ("Compliance Period"). The Parties agree and acknowledge that compliance with the City Requirements is a valuable and necessary part of the consideration without which the Parties would not have entered into this Agreement, nor the long-term ground lease for conveyance to Developer of a leasehold interest in the Property for an initial term of not less fifty (50) years in accordance with the terms and requirements of Article II and otherwise in a form mutually agreed to by each of the Parties, each in its sole discretion, ("Ground Lease") including approval by City Council at an open meeting and approval of Developer evidenced by execution of the Ground Lease by Developer 24 hours before the agenda posting deadline of the City (which the Parties agree is 4 full business days before the date of the meeting). Further, the Parties acknowledge and agree the Project is required to achieve public purposes and economic development public benefits anticipated to result in the following quantitative performance measures (collectively, the "Program Benefits"):

Performance Measure	Required Time Period
Capital Investment of not less than **Thirty Million and No/100ths Dollars ($30,000,000.00)**	On or before Completion of Construction
At least **25** Tournaments held at the Project	Each year for at least **3** years after Completion of Construction, which years need not be consecutive and may run concurrently with the measurement years for any other Program Benefit
At least **40** Tournaments held at the Project	Each year for at least **5** years after Completion of Construction, which years need not be consecutive and may run concurrently with the measurement years for any other Program Benefit
Increase in the valuation of the Property as determined by the Brazos County Appraisal District of not less than **Eighteen Million and No/100ths Dollars ($18,000,000.00)**	On or before expiration of the Compliance Period
40,000 non-Brazos County residents visiting the Project, calculated by counting each participating player whose permanent residence address is outside Brazos County as 3.5 visitors (the player plus 2.5 family members presumed to travel with that player)	Per year for at least **5** years of the Compliance Period

A. Program Benefits Achievement; Public Purpose Requirements. In addition, the Parties agree that it is possible and anticipated the Program Benefits may be reached much earlier than completion of the full Compliance Period and that, subject to the occurrence of all of

the above Program Benefits before the expiration of the Compliance Period as shown by documented compliance reporting submitted by Developer to City as required under this Agreement ("Program Benefits Achievement"), the public purpose and economic development required under this Agreement shall be recognized in accordance with Early Benefit Release (as such term is defined in Section 5.3) as being completed to the point certain claw back and City controls may be released to allow greater operational flexibility for the Project. The Parties further agree that the public purpose and anticipated benefits may be achieved for the Project in two different forms, either: **(i)** reasonable and prudent operation of the Project in accordance with the City Requirements for the full Compliance Period, whether or not all Program Benefits are achieved, so long as Project is operated in good faith in a manner intended to achieve the Program Benefits, or **(ii)** achievement of all of the Program Benefits in a manner clearly illustrated by objective compliance reporting to the City, i.e., Program Benefits Achievement resulting in Early Benefit Release and shortening of the Compliance Period to 20 years. If Developer fails to achieve the public purpose and economic development benefits of the Project in either manner and is either not able to complete construction of the Improvements pursuant to this Agreement or is no longer able to attempt to achieve the Program Benefits during the Compliance Period (in either event, following applicable notice and cure periods, likely resulting in an Event of Default as such term is defined in Section 5.1), then Developer shall owe City repayment of disbursed Reimbursements and Deferred Lease Payments for the period during which Developer was allowed to use the City-owned Property for the Project rent-free in pursuit of achievement of the public purposes of the Program and this Agreement (such repayment being subject to Leasehold Mortgagee rights and in accordance with Section 5.3 of this Agreement).

1.7. Use Agreement. The Parties acknowledge that the agreement between the Developer and the City, including joinder of necessary third parties if mutually agreed to by Developer and City, regarding the specific terms and conditions for City access and use rights to the Project ("Use Agreement") is in addition to those contained in the restrictions and covenants to be filed at Closing and commencement of the Ground Lease in the Real Property Records in substantially similar form to the regulatory agreement attached as **Exhibit "F"** ("Regulatory Agreement"). The Use Agreement shall be negotiated as an exhibit to the Ground Lease and shall require the same approvals as the Ground Lease, including any third-parties joining the Use Agreement, and shall be fully executed by both Parties (and any joined parties) prior to Closing and commencement of the Ground Lease to facilitate the Program Benefits that may require frequent modification due to operational needs of the Project, scheduling conflicts or reasonable third-party requests. The Parties agree the Use Agreement is intended to be interpreted to harmonize and comply with the Regulatory Agreement to provide the required Program Benefits of the Project but allows operational flexibility and regular updates to the exact manner the Project will and is required to comply with the Regulatory Agreement during the Compliance Period, subject to regular review, approval and modification of the Use Agreement by City Council, unless delegated otherwise, and Developer. Developer shall have the right to request reasonable modifications to the Use Agreement to address operational concerns, scheduling flexibility, and protection of Developer's commercial interests that are aligned with this Agreement, and the City shall consider such requests and provide written notice of acceptance, rejection or conditional acceptance with requested language modifications within forty-five (45) days of submission of such requests by Developer.

1.8. **No Debt Creation or Issuance of City Credit**. The Parties agree and Developer acknowledges that, notwithstanding any other provision to the contrary, City will not issue debt to pay any Reimbursement provided under this Agreement and this Agreement does not create a debt of City.

1.9. **Governmental Function; No Tax Funds**. The Parties agree and Developer acknowledges that City is not a lending institution nor providing funding in such capacity but is instead providing a governmental function through economic incentives to Developer, which may include conditional grants and other incentives that may be secured as provided in this Agreement (and the Ground Lease), and that the Property shall be restricted in order to achieve the required Program Benefits of the Project. Further, Developer agrees that all Reimbursements under this Agreement are being paid as economic development incentives and in no event as a waiver of, or to be paid directly from, dedicated sales or property tax revenues, City-issued bond funds or the Zone tax increment fund.

1.10. **Project Budget**. As a condition precedent to execution of this Agreement, Developer shall submit to the City: **(i)** a detailed line-item estimate of all costs necessary to develop and construct the Project (anticipated by the Parties to be updated before Completion of Construction to reference all costs necessary to maintain and operate the Project, in accordance with Section 3.5), and **(ii)** an up-to-date sources and uses budget identifying the anticipated funding sources and amount of each (including Institutional Lenders and/or anticipated Leasehold Mortgagees) covering the Project Costs, understood by the Parties to be updated and submitted to the City by Developer within a reasonable time after the Funding Deadline, each as attached in **Exhibit "C"** (collectively, the "Project Budget"**).** Any submission must be complete. The City's review of the sources-and-uses portion of the Project Budget shall be limited to confirming **(a)** completeness of the submission and **(b)** that the identified funding sources are completely adequate to complete the Project, and **(c)** that the City has received the name and notice address of any anticipated Leasehold Mortgagee and/or Institutional Lender. The City shall provide written notice of acceptance or rejection (with specific reasons for rejection) of any updated Project Budget or updated portion of the Project Budget within forty-five (45) business days of receipt of a complete submission of any updated Project Budget; failure to respond within such period shall constitute acceptance when such failure to respond is expressly identified and written notice provided to the City by Developer. The Parties acknowledge that updates to the Project Budget are anticipated from time to time until Completion of Construction; provided, however, that an updated Project Budget shall not be required to be submitted except in any of the following situations: **(i)** the total Project Budget and/or Project Costs have increased by more than fifteen percent (15%), **(ii)** any line item identified as a reimbursable Project Cost increases by more than ten percent (10%), **(iii)** the identity of any lender or equity investor under the sources and uses portion of the Project Budget changes before Completion of Construction, or **(iv)** as necessary to ensure requests for Reimbursements submitted to the City for construction-related Project Costs are consistent with the latest version of the Project Budget approved by the City and otherwise compliant with Articles III and IV of this Agreement. The City Manager is expressly authorized to approve updated Project Budgets submitted in accordance with this Section, except as expressly requiring Council approval in Section 3.5, and provided the Project Budget does not violate any other provision of this Agreement or provide for an aggregate increase of twenty-five percent (25%) or more in any line item or total Project Costs.

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1.11. Major Deadlines; Extensions. Notwithstanding any timeline or milestone to the contrary contained in **Exhibit "D"**, as may be amended by Developer from time to time and submitted to City for acceptance or rejection within forty-five (45) days of submittal ("Project Schedule"), the Developer agrees to complete, or cause to be completed, certain aspects of the Project in strict accordance with the following deadlines, which shall not be amended by any update or change in the Project Schedule except as extended by the City Manager in strict accordance with this Section or expressly approved by Council:

A. Funding Deadline. Closing and/or execution of all agreements for financing of any portion of the Project by equity investors and/or lenders or as otherwise needed to fully fund development and construction of the Improvements ("Other Financing") within six (6) months of the Effective Date ("Funding Deadline");

B. Construction Commencement Deadline. Commencement of Construction of the Improvements within three (3) months of the later of ("Construction Commencement Deadline"): **(i)** a building permit for the Improvements ("Permit Issuance Date") issued by the City, or **(ii)** Closing on the Ground Lease; provided, however, Developer shall submit a complete building permit application and have completed all conditions precedent to such application (ex., rezoning application and receipt of approval, if applicable) within three (3) months after Closing (as defined in Section 2.2), which period shall be extended on a day-for-day basis for any delay in any regulatory City review, approval or action required for such conditions precedent (including rezoning) to the extent caused by the City's failure to follow its normal and customary policies and procedures and not caused by Developer;

C. Completion Deadline. Receipt by Developer of a Final Certificate of Occupancy for all Improvements within twenty-four (24) months of the Permit Issuance Date, as such period may be extended in accordance with this Agreement ("Completion Deadline");

D. Compliance Period. Active operation by the Developer (or Affiliate or other operations manager of the Improvements selected by Developer) and continued maintenance and operation in compliance with the City Requirements for the Compliance Period; and

E. Extension Requests. *Provided, however*, upon a written request for extension from the Developer providing a detailed explanation of just cause and a request for an extension of any of the above deadlines ("Extension Request"), City Manager may grant up to a maximum of six (6) months extension per deadline of any of the following deadlines: **(i)** Funding Deadline; **(ii)** Construction Commencement Deadline; and/or **(iii)** Completion Deadline (collectively, the "Major Deadlines") if Developer is not in Default under this Agreement, such approval not to be unreasonably withheld, conditioned, or delayed. The City Manager shall grant or deny an Extension Request in writing within thirty (30) days after receipt, stating the specific reasons for any denial, and if the City Manager fails to respond within such period, the Extension Request shall be deemed granted. Any extension granted (or deemed granted) shall be effective upon such grant without further action by Council. Extensions of a deadline granted by the City Manager will automatically extend subsequent Major Deadlines by the same amount of time requested in the extension (up to, but in no event exceeding, 6 months per each applicable Major Deadline), provided and contingent on submittal by the Developer of an updated Project Schedule at the time of the Extension Request. For the avoidance of doubt, once approved by Council or City Manager (as applicable), an updated Project Schedule executed by the City shall amend the Project

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Schedule of this Agreement (but shall not amend or purport to amend any other provision of this Agreement.

1.12. Term. This Agreement shall remain valid and in effect for the time period ("Term") beginning on the Effective Date and continuing until the termination or expiration of the Compliance Period, as extended in accordance with the terms of this Agreement, unless an Event of Default has occurred and the non-defaulting Party has elected to terminate this Agreement under Section 5.6, which shall extend the Term of this Agreement until the date all amounts due and payable to City by Developer under this Agreement have been received.

1.13. Time Period References. Any reference in this Agreement or any Agreement Documents to "days", "months" or "years" shall refer to calendar days, calendar months, and calendar years, respectively, unless expressly provided as business days in the applicable provision.

1.14. Order of Authority. All exhibits attached to this Agreement are incorporated by reference for all purposes. All exhibits to this Agreement and the Ground Lease (including any exhibits, attachments or amendments to any of these) shall be collectively referred to as "Agreement Documents." In the case of a conflict between any provision of this Agreement, including any provision of an exhibit incorporated into this Agreement, with any other provision of this Agreement or an exhibit incorporated into this Agreement, construction shall be according to the following priority:

(1) Any document referenced by this Agreement that is required to be filed in the Real Property Records, but only to the extent of the recorded document;

(2) Any amendment to this Agreement approved and executed by both Parties according to the terms of this Agreement;

(3) Any updated Project Budget or Project Schedule approved and executed by both Parties according to the terms of this Agreement, but only to the extent of the applicable exhibit being replaced;

(4) This Agreement; and

(5) Any exhibit of this Agreement (other than a document required to be filed in the Real Property Records);

1.15. Exhibits. The following exhibits are attached to this Agreement and incorporated by reference herein for all purposes:

Exhibit A – Property Description
Exhibit B – Initial Site Plan
Exhibit C – Project Budget (including C-1 Project Costs and C-2 Sources and Uses Budget)
Exhibit D – Project Schedule
Exhibit E – Insurance Requirements
Exhibit F – Form of Regulatory Agreement
Exhibit G – Conflict of Interest and Anti-Lobbying Certification
Exhibit H – Chapter 2264 Texas Government Code Undocumented Workers Certification
Exhibit I – Form of Assignment of Design Professional Contract
Exhibit J – Reserved
Exhibit K – Form of Compliance Reporting

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1.16. Ancillary Documents Contingency. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that the final forms of the Ground Lease and the Use Agreement (collectively, the "Ancillary Documents") have not been finally agreed as of the Effective Date, and this Agreement and the obligations of each Party hereunder are expressly contingent upon Developer and City agreeing upon the final form of each Ancillary Document, each in its sole discretion, as evidenced by provision of a fully executed final form of each by Developer to City (including any notary block required) and approval by City Council (and approved as to form by the City Attorney) at a posted public meeting on or before February 28, 2027 (the "Contingency Deadline"). Upon such approval, all references in this Agreement to the form of an Ancillary Document shall refer to such fully executed form. Either Party may terminate this Agreement by written notice to the other Party delivered at any time before such final forms are agreed. Further, if the Parties have not agreed upon the final form of each Ancillary Document by the Contingency Deadline, this Agreement shall terminate automatically upon the Contingency Deadline, unless amended to extend by approval of City Council and written approval of Developer. If the Agreement is terminated in accordance with this Section, this Agreement shall terminate without penalty or liability to either Party, no Recapture Liability or other amount shall be due from Developer (and Developer shall not be entitled to any Reimbursements or Incentives), and neither Party shall have any further obligation hereunder except those that expressly survive termination.

1.17. Automatic Termination Contingency. For the avoidance of doubt, the Parties acknowledge that, as of the Effective Date, certain information regarding the Project remains unknown and/or unvalidated, including but not limited to: **(i)** the source, identity and notice address of the Institutional Lender; **(ii)** the terms and amount of debt to be provided by the Institutional Lender, anticipated to be in the amount of approximately $30 million; **(iii)** the source, terms, structure, nature of debt and exact amount of the equity funding for the Project anticipated to be approximately $10 million; **(iv)** an updated or confirmed final proforma (for purposes of third-party consultant review as a Closing condition precedent under Article II) and an updated Project Schedule adjusted for any extension request to the Funding Deadline; and **(v)** the exact terms agreeable to each Party (and the anticipated third-party named team expected by the Parties to negotiate independently with Developer, but to have a limited joinder in the Use Agreement) for each of the Ancillary Documents. The Parties agree that such Ancillary Documents include portions of the required Program Benefits under this Agreement, the terms of the conveyance of a leasehold interest in the Property to Developer, and other material terms of interest to both Parties and potentially to the Institutional Lender and unknown equity investor(s). Consequently, the Parties agree that, in the event that either **(x)** these Ancillary Documents cannot be finalized prior to the Contingency Deadline or **(y)** Developer is unable to submit the required documentation to the City as required under the Funding Deadline (as may be extended up to 6 months in accordance with this Agreement) and/or as a condition precedent to Closing in accordance with Article II (thereby resulting in either case in the inability for Closing to occur within the time required under Article II and resulting in termination under Section 5.6.a.), this Agreement shall terminate automatically by operation of law and without penalty or liability to either Party, no Recapture Liability or other amount shall be due from Developer (and Developer shall not be entitled to any Reimbursements or Incentives), and neither Party shall have any further obligation hereunder except those that expressly survive termination. Termination of this Agreement under this provision does not modify any other contract between the City and any controlling member or investor in Developer or any of Developer's Affiliates.

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ARTICLE II
PROPERTY ACQUISITION

2.1. **Ground Lease**. In addition to the requirements of the Ground Lease to be effective at Closing and executed by City and Developer, including all attached exhibits to the Ground Lease, Developer agrees and acknowledges the price, terms and conditions under which Developer leases the Property are a part of the Incentives in this Agreement and may be subject to early termination by the City unless Developer has achieved the required Project milestones by the applicable Major Deadlines. The initial term of the Ground Lease shall commence upon Closing (as defined in Section 2.2, below) and continue through the expiration of the full fifty (50) year Compliance Period (without regard to any Early Benefit Release), with the Compliance Period running concurrently within such initial term; provided that the aggregate amount of the Deferred Lease Payments shall not exceed the amount stated in Section 3.1.C for the initial term, with the option available to Developer to extend the Ground Lease for up to five (5) additional ten (10) year lease terms, each measured from the expiration of the initial term or the then-current extension term, for additional consideration and subject to achievement of Program Benefits, each extension to be on substantially the same terms and conditions as the initial term, provided no Event of Default of this Agreement or material default of the Ground Lease has occurred and Developer has met, along with the Project, the City Requirements. Developer shall exercise each Ground Lease extension option by providing written notice to the City not less than twelve (12) months prior to the expiration of the then-current term.

2.2. **Closing**. The closing of the Property conveyance in the form of the Ground Lease from the City to Developer, subject to compliance with the Closing Conditions, as approved by the Parties and performed by the Title company ("Closing") shall occur on or after compliance with the Funding Deadline and satisfaction of all Closing Conditions (as hereinafter defined).

2.3. **Closing Conditions**. Developer as purchaser/lessee of the Property shall be responsible for all closing fees, including filing fees, recording fees, closing costs, title insurance premiums, or any other fees due at closing ("Closing Fees"). Developer shall, at Developer's cost, be responsible for providing City with owner's policy under the Ground Lease in a form approved by the City Attorney. Closing shall not occur until all conditions precedent to closing, as listed below in Section 2.5 ("Closing Conditions") have been performed and Closing is authorized by the Developer, Developer's designated attorney, the City Manager and the City Attorney.

2.4. **Restrictions**. The Regulatory Agreement in the form contained in the Ground Lease shall be executed by Developer and recorded in the Real Property Records encumbering the Developer's interest in the Project in order to ensure public benefit of the Project, regardless of and having recording priority over any Other Financing encumbrances, foreclosure or proceeding in lieu of foreclosure, including requirements that the Project meet Program requirements for the construction, operation, maintenance and use of the Project until expiration of the Compliance Period. Notwithstanding the foregoing, the Regulatory Agreement shall constitute only a covenant regarding use, operation and maintenance of the Project and shall not secure, or create any lien or charge for, the payment of any Recapture Liability (as referenced in Section 5.3), Deferred Lease Payments, damages or other monetary obligation of Developer, and the priority of the Regulatory Agreement shall not be construed to subordinate any Leasehold Mortgage to any such monetary obligation.

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A. Survival as Referenced in Restrictions. For the avoidance of doubt, the Parties agree that any provision of this Agreement referenced in the Regulatory Agreement shall remain valid and survive termination or expiration for so long as the Regulatory Agreement shall remain recorded in the Real Property Records without full release by the City. This Agreement shall survive under this provision only to the extent of such references as such survival is necessary to achieve clear validity and enforceability of the Regulatory Agreement for the purposes provided in this Agreement and the Ground Lease.

2.5. Conditions Precedent to Closing. All the following conditions must be satisfied by the Closing date and each of the following Closing Conditions is required to be satisfied as reasonably determined by the City before Closing; provided that, within fifteen (15) business days after Developer's written request, the City shall confirm in writing whether each Closing Condition has been satisfied and identify with specificity any Closing Condition that has not been satisfied:

a. Receipt by the City of an original in fully executed and recordable form of the Ground Lease, including the Regulatory Agreement, memorandum of ground lease if applicable, and all other exhibits to the Ground Lease;

b. Receipt by the City of a fully executed form, electronic signature acceptable if requested by the City, of each of the following documents: updated Project Schedule if updates are applicable, Assignment of Design Professional Contract for any Design Professional of Developer or the Project that has not already provided a fully executed version to the City, and Use Agreement, including any joinder to the Use Agreement of any third-party agreed to by the Parties to this Agreement;

c. Receipt by the City of approved forms of any financing and lien documents from the Other Financing or otherwise intended to encumber the Project in any way;

d. Receipt by Title Company of executed originals as required by each Party's closing instructions;

e. Approval by the City Attorney of the title proforma for City's owner's title policy to be issued in accordance with the Ground Lease;

f. Approval by the City Attorney and the City Manager of the settlement statement;

g. Commitments for Project financing, as shown by submission of an updated Project Budget, per the Funding Deadline;

h. Final proforma for the Project aligned with this Agreement and verified to be accurate, complete and supportable revenue projections, cost estimates, and underlying financial assumptions by a third-party consultant hired by the City at City's sole cost; provided that the City shall cause such verification (or a written statement identifying with specificity any deficiency) to be delivered to Developer within forty-five (45) days after Developer's submission of the proforma, and to the extent such verification is not timely delivered, the Closing date and any Developer deadlines measured from the Effective Date or Closing shall be extended on a day-for-day basis for each day of delay;

i. A copy of the operating agreement of Developer, if modified from the form provided to the City on or before the Effective Date;

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j. A completed I-9, Form 1295, Conflict of Interest and Chapter 2264 forms and certifications, and any other required forms necessary to receive a disbursement of funds from the City;

k. Acknowledgement by Title Company of a recording order for Closing approved by the City Attorney, including priority of Ground Lease (or memorandum of Ground Lease in a form approved by both Parties) and Regulatory Agreement over any other encumbrances to the Property;

l. Certificates of insurance in valid force and effect as of the Effective Date of this Agreement covering the Property and meeting all requirements of **Exhibit "E"** ("Insurance Requirements") as determined by the City's risk management department in their sole discretion;

m. Copies of any contracts for design, engineering, testing, construction management and construction observation of the Improvements with an engineer and/or architect licensed as required under Texas law and authorized to do business in Texas; and

n. Receipt by Title Company of funds from the Developer in the amount of the Closing Fees and any other amounts due to Title Company or third parties by Developer at Closing.

2.6. Claw-back; Recapture. Developer acknowledges that the City is subject to certain statutory requirements, including but not limited to a requirement that the City maintain sufficient controls over the Property once conveyed to Developer to ensure performance of the Project by Developer in a manner that primarily promotes a public purpose relating to economic development of the City as detailed in the City Requirements and in accordance with this Agreement.

2.7. Ownership of Improvements. Pursuant to the Ground Lease, Developer maintains all ownership, responsibility and rights to the Improvements, the Project and Developer's leasehold ownership interest in the Property, including all revenue and rents generated by the Project, subject to the City's rights and remedies under the Agreement Documents. The Parties agree neither the Property nor the Project is on the Effective Date, nor intended to be during the Term of this Agreement, a "park", nor to be administered, managed or operated by the City or Developer in the manner of a public park. Developer shall operate the Project as a private for-profit business at Developer's sole risk and responsibility, independent of any City direction except as expressly provided in the Agreement Documents in consideration for the Incentives provided under the Program.

2.8. Purchase Options. The Parties acknowledge that, subject to City's ownership of the Property fee estate in accordance with the Ground Lease, Developer shall own the Improvements and a leasehold interest in the Property. However, the Parties agree to provide for common ownership of the Project in the event of expiration of the Compliance Period, or termination of the Ground Lease or this Agreement; provided, however, that such purchase option for the Property shall not be available unless expressly included in and specifically approved by the City for **(i)** any Permitted Transfer under Section 8.6, or **(ii)** any assignment approved by the City under Section 8.7:

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A. City Purchase of Improvements. The Improvements shall revert to the City upon written notice from the Developer requesting termination of the Ground Lease or this Agreement ("Request to Terminate") or upon expiration of the term of the Ground Lease; provided, however, that no Request to Terminate and no reversion of the Improvements shall occur while any Leasehold Mortgage remains outstanding unless the Leasehold Mortgagee has consented thereto in writing. City shall hold a right of first refusal ("ROFR") for purchase of the Improvements, which may be recorded in the Real Property Records at City's convenience; provided that the ROFR shall not apply to any Foreclosure Event or to the acquisition of the Project by a Leasehold Mortgagee or Successor Developer at or in connection with a Foreclosure Event, but shall apply to any subsequent transfer to a Replacement Developer under Section 5.7.D. Further, upon any termination of this Agreement or the Ground Lease, and subject to the rights of any Leasehold Mortgagee under Section 5.7 (including the right to a new agreement under Section 5.7.E, which shall have priority over the City's purchase right), City is entitled to purchase the Improvements for a purchase price equal to the greater of **(x)** the fair market value of the Improvements, determined in the manner provided in Section 2.8.B, and **(y)** the full amount due and payable under any Leasehold Mortgage, and the proceeds of such purchase shall **(i)** first be applied to satisfy in full the amount due and payable under any Leasehold Mortgage; **(ii)** second, be retained by the City in the amount of any Recapture Liability and any Deferred Lease Payments then due and payable and not previously paid or forgiven, together with any interest accrued thereon in accordance with this Agreement, and the City's reasonable and documented third-party costs of such purchase (including appraisal, title and closing costs); and **(iii)** third, the balance, if any, be paid to Developer. Developer shall not be entitled to receive any proceeds under clause (iii) until the amounts described in clauses (i) and (ii) have been paid in full. Amounts retained by the City under clause (ii) shall be credited against Developer's obligations for Recapture Liability and Deferred Lease Payments under this Agreement and the Ground Lease, and the City shall deliver to Developer a written statement of the amounts so retained and, if applicable any amount remaining of Recapture Liability and/or Deferred Lease Payments then due and payable after satisfaction of any amounts retained by City under clause (ii).

B. Developer Purchase of Property. Developer shall have the right, but not the obligation, to purchase the Property upon expiration of the full Compliance Period (i.e., 50 years, regardless of whether Early Benefit Release applies), provided no Event of Default has occurred under this Agreement and no material default has occurred under the Ground Lease, for a purchase price equal to fair market value of the Property as determined by an independent MAI-certified appraiser mutually selected by the Parties (or, if the Parties cannot agree within thirty (30) days, each Party shall select an appraiser and the two appraisers shall select a third appraiser whose determination shall be binding).

2.9. Other Financing. Developer shall not attempt, nor request to, mortgage or encumber the fee estate of the Property or any other City property, nor request City execute a joinder to any such mortgage or encumbrance executed by Developer covering Developer's leasehold interest in the Property, notwithstanding any other provision to the contrary. Developer is solely responsible for obtaining all Other Financing for the Project, including payment of any origination fees, loan fees or other associated financing costs. Developer shall not request, nor will City agree, to: **(i)** subordinate the Regulatory Agreement to any monetary lien; or **(ii)** terminate the

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Regulatory Agreement upon foreclosure. Nothing in this Section limits Developer's right to grant a Leasehold Mortgage to the entity and in the amount identified in the sources and uses portion of the Project Budget, nor does this Section limit the rights of any Leasehold Mortgagee under Sections 3.12 and 5.7.

2.10. Tax Exemption. Developer agrees that no portion of the Property is anticipated to be exempt from ad valorem taxes and Developer shall be solely responsible for all ad valorem taxes assessed on any portion of the Property, inclusive of ad valorem taxes against the fee and leasehold interests in the Property.

ARTICLE III
ECONOMIC DEVELOPMENT PROGRAM

3.1. Incentives. Subject to the terms and conditions of this Agreement generally, and specifically upon satisfaction of the City Requirements, compliance with the requirements of the Program contained in this Article III, and disbursement procedures contained in Article IV, the City agrees to provide and shall provide to Developer, in addition to an interest in the Property pursuant to the Ground Lease, the following economic development Incentives, the total value of which (excluding the City-incurred costs for the Infrastructure Extensions, as such term is defined in Section 3.2, below) is not to exceed **FORTY MILLION NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($40,950,000.00)**:

A. Construction Reimbursements. Subject to compliance with the City Requirements by Developer, reimbursement of Eligible Expenses (as such term is hereafter defined in Section 3.4 of this Agreement) for the Improvements in an amount not to exceed **TWENTY-TWO MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS ($22,400,000.00)** ("Construction Reimbursements") incurred and submitted after Commencement of Construction;

a. *Provided, however*, City also agrees to reimburse Developer for the actual cost of payment and performance bonds required for the Project in the amount of the construction contract for construction of all Improvements in accordance with Section 3.8.B. in an amount not to exceed **SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00)**.

B. Operations Reimbursements. Subject to compliance with the City Requirements by Developer, reimbursement of Eligible Expenses once each year following the first year of the Compliance Period in an annual amount not to exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00)** available to Developer for each year of the first ten (10) years of the Compliance Period ("Operations Reimbursements" and collectively with the Construction Reimbursements, the "Reimbursements"), such Operations Reimbursements not to exceed a total value of **FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00)** during the Compliance Period; and

C. Deferred Lease Payments. Subject to compliance with the City Requirements by Developer, deferral of lease payments and interest that would otherwise be due to the City under the Ground Lease over the initial term in the aggregate amount of **TWELVE MILLION NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($12,950,000.00)**, with the amount becoming due to City each year of **TWO HUNDRED**

FIFTY-NINE THOUSAND AND NO/100 DOLLARS ($259,000.00) becoming due and payable on the first day of the initial term for the first year of the initial term of the Ground Lease and the same amount becoming due on the anniversary of that day each year thereafter of the initial term, such amount and applicable interest being deferred by the City ("Deferred Lease Payments"), so long as no Event of Default or material default under the Ground Lease has occurred, until the earlier of: **(i)** completion of the Compliance Period, at which point, subject to concurrence of the expiration of the Compliance Period by the City, the Deferred Lease Payments shall be deemed forgiven and no longer due and payable in consideration for the Developer and the Project meeting all requirements under this Agreement for the full Compliance Period, **(ii)** termination of this Agreement and the Ground Lease in accordance with the terms of each, including payment by Developer of the Deferred Lease Payments to City, unless previously forgiven.

D. Program Benefits Achievement Forgiveness of Deferred Lease Payments. Upon Early Benefit Release (as such term is defined in Section 5.3) due to Program Benefits Achievement, all Deferred Lease Payments previously accrued up to that point shall be deemed forgiven. Deferred Lease Payments attributable to each remaining year of the initial term of the Ground Lease after Early Benefit Release shall be forgiven upon completion of each year of the Compliance Period completed by Developer. For the avoidance of doubt, the Parties agree Developer has two paths to achieve the public purpose and economic development public benefits of the Project resulting in forgiveness of the Deferred Lease Payments; provided, however, the Parties do not intend in either case for Developer to be entitled to rent-free use of City-owned Property without achievement of the public purposes of the Program in one of the two forms referenced in Section 1.6.A. Further, the Parties agree that upon Early Benefit Release shortening the Compliance Period to twenty years from fifty years, Developer shall either negotiate with City to continue providing public benefits in a form acceptable to the City in consideration for continued Deferred Lease Payments or be required to pay annual rent in the amount of $259,000 per year in accordance with the Ground Lease for the remainder of the Ground Lease term (including any extensions of such term).

3.2. Infrastructure Extensions. Subject to compliance with the City Requirements by Developer, City shall provide at no cost to Developer Infrastructure Extensions, anticipated by the Parties as of the Effective Date to include **$13,456,567.17** in construction and design costs to be paid by the City to City's chosen contractor and design professional; provided, however, final design and construction schedule of the Infrastructure Extensions shall be determined by the City in its sole discretion. For the avoidance of doubt, the Parties agree the City is solely responsible for construction of the Infrastructure Extensions sufficient to provide public access and utility service to the Property in accordance with actual construction commencement of the Improvements, and in any event shall complete the Infrastructure Extensions so that permanent utility service and public road access are available at the property line of the Property no later than **twenty-two (22) months** after the later of the Permit Issuance Date or Commencement of Construction of the Improvements (intended by the Parties to be constructed contemporaneously with Developer's construction of the Improvements), and that Developer's obligation to provide infrastructure for the Project shall not include Infrastructure Extensions. Notwithstanding the foregoing, any delay in the Construction Commencement Deadline or the Completion Deadline caused by the City's failure to timely complete the Infrastructure Extensions in accordance with

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the requirements of this Section (including any such failure resulting from Force Majeure affecting the City) shall extend the applicable Major Deadline(s) on a day-for-day basis, provided Developer gives the City written notice as soon as practical (and in no event after a Major Deadline has occurred) of the exact utility of the Infrastructure Extension that is anticipated to cause a delay in a Major Deadline and the extent of the delay anticipated as of the date of the notice, and no such delay shall constitute a Default or Event of Default by Developer under this Agreement. Further, City's obligation under this Section shall be subject to Force Majeure and shall also be extended automatically by the same duration as an extension requested by Developer and granted by City extending the Completion Deadline.

3.3. Scope of Incentives. The leasehold interest in the Ground Lease, Reimbursements, and Deferred Lease Payments shall be used only as prescribed in this Agreement and only for construction, operation and direct benefit of the Improvements. Developer shall design, develop, construct, operate, use and maintain the Project in accordance with this Agreement, regardless of whether some portion of the Project is funded in whole, in part or at all, directly or indirectly, by City Incentives.

3.4. Eligible Expenses. City shall review and reimburse Developer for each Project Cost listed in a complete written request for reimbursement of invoiced Project Costs paid for by Developer, to include all supporting documentation required under Article IV or as otherwise reasonably required by the City ("Payment Application") determined by the City to be all of the following ("Eligible Expenses"): **(i)** properly documented with itemized invoices and proof of payment for each listed Project Cost, including separate documentation for each invoice paid by Developer to a separate vendor; **(ii)** eligible for reimbursement in an amount not exceeding the amount of City budget appropriations for the applicable Fiscal Year for the applicable Reimbursement; **(iii)** incurred in compliance with the Project Budget and Project Schedule; **(iv)** incurred on a Project that is not subject to a notice of violation of the City Requirements or an Event of Default, in either case that remains uncured after the applicable cure period; **(v)** on a Project that is not delinquent, beyond any applicable notice and cure period, in providing Program reporting as required under this Agreement; and **(vi)** not otherwise prohibited under this Agreement or applicable law. For the avoidance of doubt, Developer and City agree that requests for Reimbursements submitted to City in the form of a complete Payment Application that are determined to meet the above objective criteria to become Eligible Expenses, shall be due and payable to Developer in accordance with and subject to the Texas Prompt Payment Act, Ch. 2251 Texas Government Code, except for any portion of the Eligible Expenses disputed by the City in accordance with such Act (including notice and remedy provisions).

3.5. Updates to the Project Costs. The Parties acknowledge that the Project has not been fully designed as of the Effective Date of this Agreement and certain Project Costs are anticipated to change as design and development of the Project progresses. Therefore, Developer shall submit to the City for approval in the form of an amendment to this Agreement required to be approved by Council an updated cost estimate before Commencement of Construction on the Improvements that includes a cost estimate certified by an engineer or architect for all construction costs anticipated to be incurred by Developer or an Affiliate of Developer to receive a Final Certificate of Occupancy for the Improvements. Further, the Parties agree that Project Costs for operation and use of the Project shall be submitted to the City at least three (3) months before commencement of the Compliance Period, including a cost estimate by Developer for annual operations costs, including Project Costs, as anticipated for each year of the first three (3) years

of the Compliance Period. Such updates to the Project Budget to identify anticipated Operations Reimbursement line items shall only be subject to review by the City to identify and provide notice to the Developer of any of the following: **(i)** identified Project Costs not authorized for reimbursement by the City in the form of Operations Reimbursements, **(ii)** ineligible costs that violate the requirements of federal, state or local law applicable to disbursements of public funds by the City or otherwise cause Developer, its Affiliate, or other entity required to be an Eligible Entity under this Agreement to no longer meet the requirements of an Eligible Entity, and **(iii)** that the number of line items provided gives sufficient detail for the City's Fiscal Department to compare invoices to the applicable line item when determining if a Project Cost is an Eligible Expense. Updates to Project Costs as shown by the Project Budget, except as expressly provided for in this Section, may be approved by the City Manager in accordance with Sections 1.10 and 1.3, provided such updates do not violate any provision of this Agreement.

3.6. Improvements.

A. Construction Timelines. As a condition precedent to the initiation of Developer's Incentives pursuant to this Agreement, Developer agrees, subject to events of Force Majeure and the notice and cure rights under Section 5.2, to cause Commencement of Construction of the Improvements to occur in accordance with the Project Schedule, as good and valuable consideration for this Agreement, and that all construction of the Improvements will be in accordance with all applicable state and local laws, codes, and regulations or valid waiver thereof.

B. Approved Permits and Active Site Work. As a condition precedent to the initiation of Developer's economic Incentives pursuant to this Agreement, Developer agrees to begin construction of Improvements with approved permits and maintain consistent and active work on the Project, subject to events of Force Majeure and the notice and cure rights under Section 5.2.

C. Construction Plans. Construction plans for the Improvements will be filed with City once approved and permits issued, which plans and permits shall be deemed to be incorporated by reference herein and made a part hereof for all purposes. Such plans shall be in conformance with the Initial Site Plan. Developer acknowledges two different forms of City review are required: **(i)** review of the construction plans for compliance with the Ground Lease and Initial Site Plan by the City in its role as the landowner under the Ground Lease, and **(ii)** review of the construction plans and any other development plans required by City Code or state law to be reviewed by the City under its standard processes in the City's role as a Governmental Authority having jurisdiction over the Project. Developer agrees to submit an updated version of the Initial Site Plan, if Developer makes any changes to the plan, and obtain approval from the City in its role as landowner before submitting construction plans for permit issuance and, further, Developer agrees to provide a cover letter with each plan submittal identifying the requested form of review by the City.

D. Right of Access. City, its agents and employees shall have the right of access to the Property during construction to inspect the Improvements, at reasonable times and with reasonable notice to Developer, and in accordance with visitor access and security policies of Developer, in order to ensure that the construction of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations or valid waiver thereof.

3.7. Improvements - Design. Developer shall be responsible for design of Improvements; provided, however, City approval shall be required for Major Improvements (as such term is defined in the Use Agreement) and such approval shall not be unreasonably withheld. Developer is responsible for securing and paying a professional architectural firm and engineering firm to perform design of Improvements in accordance with the Initial Site Plan.

A. Design Timeline. The design phase of the Improvements shall be completed within one hundred eighty (180) days from the Effective Date and any updates to the Initial Site Plan provided to City in its role as landowner no less than thirty (30) days prior to submittal of a complete permit application to the City in its role as Governmental Authority. Developer shall engage an appropriate architectural firm and engineering firm for design and shall execute assignments of such contracts in writing to the City; provided, however, this Section does not waive or supersede the other milestones and deadlines contained in the Project Schedule and within this Agreement.

B. Design Professionals. Developer agrees to assign to the City Developer's contract(s) with an experienced and qualified architectural firm (and engineering firm, if required) to design the Improvements ("Design Professionals") in the form of **Exhibit "I"** and shall cause Design Professionals to execute the applicable assignment to the City. Developer agrees to provide City a copy of all documents relating to the design, including all working documents, payment schedules and proofs, and other information as it becomes available and to provide a copy of the final accounting of costs. Further, Developer agrees to require Design Professionals to maintain insurance in compliance with City's Insurance Requirements until Completion of Construction.

3.8. Improvements - Construction.

A. Cost and Responsibility. Developer agrees to bear all risks of construction of the Improvements, including but not limited to all potential liability, environmental liability, responsibility for any required or suggested site preparation, geotech engineering review, environmental assessments, land surveying, costs and cost overruns.

B. Payment and Performance Bond Reimbursement. The City shall reimburse Developer for the actual cost of the premiums for any payment and performance bonds obtained for the construction of the Improvements, as verified by the City through invoices and proof of payment submitted with a Payment Application, in an amount not to exceed **SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00)** pursuant to Article III, which reimbursement shall be a reimbursable Project Cost in addition to the maximum amount of the Construction Reimbursements. Notwithstanding clauses (ii) and (iii) of the definition of Project Costs, the cost of payment and performance bond premiums shall be reimbursed solely under this Section, subject to the cap stated herein, and shall not be submitted for, included in, or counted against the Construction Reimbursements. Amounts disbursed to Developer under this Section shall be included in Recapture Liability under Section 5.3 and shall be subject to reduction and release on the same terms as the Construction Reimbursements.

C. Record Drawings. Upon Completion of Construction of the Improvements, the Developer shall provide the City in a form acceptable to the City the final "record" drawings of the Improvements.

D. Construction Documents. Developer will provide copies of all construction documentation relating to the construction of the Improvements, including plans, specifications, contracts, contract amendments and change orders, test results, payment schedules, proof of payment, and other related matters as same become available. Upon Completion of Construction of the Improvements, Developer will provide copies of the as-builts to the City as well as a copy of the final accounting setting forth all costs and expenditures relating to Improvements construction.

E. Final Accounting. Upon Completion of Construction of the Improvements, Developer shall provide a final accounting of all costs associated therewith and provide a copy of same to the City.

F. Records Access. Developer allows the City reasonable access to its records and books and all other relevant records related to the construction of the Improvements during normal business hours. The confidentiality of such records and information shall be maintained by the parties unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena or at the direction of the Office of the Texas Attorney General.

3.9. Improvements - Operations, Maintenance, and Management.

A. Management. Developer is solely responsible for all ongoing operations, maintenance, and management of the Property as required under this Agreement, the Ground Lease, the Regulatory Agreement and the Use Agreement. Notwithstanding any other provision of this Agreement to the contrary, Developer's obligations under this Subsection with respect to operations, maintenance, and management of the Project shall terminate upon the earlier of: **(i)** expiration of this Agreement in accordance with its terms; **(ii)** termination of this Agreement for any reason, including termination by the City following an Event of Default, provided the Ground Lease is terminated or expires within six (6) months or less of the date of termination or expiration of this Agreement; **(iii)** termination or expiration of the Ground Lease; or **(iv)** Developer's conveyance of its entire interest in the Property to the City or a third party in accordance with this Agreement.

B. Operations. Developer is responsible for all daily operations, including maintenance and any repairs, staffing, utilities, programming, scheduling, safety, and security related to the Property.

C. Tournament Programming. Developer shall use commercially reasonable efforts to secure and program tournament play at the Property, recognizing that tournament activity is a primary revenue driver for the Project. Developer intends to prioritize hosting tournaments and to attract and host tournaments in accordance with the Program Benefits. The Parties acknowledge and expect that the project will generate significant economic benefits for the City and surrounding area. The City has estimated that such economic impact could be up to approximately $28 million annually; however, the Parties acknowledge that actual results may vary based on market conditions and other factors outside the Developer's control.

D. Capital Replacements. Developer is responsible for all long-term capital replacements for the Property, including, but not limited to, turf field replacement every 8 years unless the condition of the turf field does not reasonably necessitate replacement.

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E. Improvements Maintained. Developer shall keep the Improvements and Property in a condition consistent with the maintenance of other Texas-based championship baseball facilities that have not received any notice of violation from an authority having jurisdiction within the previous year. The Improvements and Property will be subject to inspection by the City to make sure this condition is met. In the event the City determines, based on such inspection, that the Improvements or Property do not meet the required maintenance standard, the City shall provide Developer with written notice specifying in reasonable detail the deficiencies identified. Failure to maintain the Improvements and Property in accordance with this Section shall not constitute a Default or Event of Default unless Developer has received written notice in accordance with Section 5.2 and has failed to cure within the applicable notice and cure periods.

3.10. Taxes. During and after this Agreement, Developer shall be subject to all taxation, including but not limited to, sales tax and ad valorem taxation; provided, this Agreement does not prohibit Developer from claiming any exemptions from tax provided by applicable law.

3.11. Required Reserves. Developer shall maintain both:

A. A "Debt-Service Reserve", consisting of a minimum of 12-months debt service payments, as estimated by Developer and applicable lender for the Improvements or any other debt associated with the Property, in a separate account from any other funds, which account may be pledged to any Leasehold Mortgagee or Institutional Lender as collateral and the funding of which the City may verify through Developer's reporting under this Agreement; provided, however, that Developer shall not be required to fund the Debt-Service Reserve until Completion of Construction, and Developer shall fund the Debt-Service Reserve in full on or before the date of receipt by Developer of the Final Certificate of Occupancy for the Improvements; and

B. A "Replacement Reserve," consisting of a separate account from any other funds to be held for capital replacement costs anticipated to be performed within 8 years of Completion of Construction of the Improvements, and Developer shall make annual contributions to this account beginning twelve (12) months after the start of the Compliance Period in an amount equal to at least ten percent (10%) of the estimated replacement cost of the Championship Field.

3.12. No Lien Subordination. To protect public funds associated with the Improvements, any of City's leasehold interests or property interests associated with the Property, including the Regulatory Agreement, shall not be subordinate to third-party liens or security interests. Developer may encumber the Improvements (but not the City's fee interest in the Property) with third-party financing liens, subject to Developer ensuring the debt allocated to the Improvements and Developer's leasehold interest in the Property does not exceed the Debt Ceiling under Section 3.19, and in no case shall Developer have the right to mortgage the City's fee interest in the leased land. Developer may pledge, assign, or grant a security interest in Developer's leasehold interest under the Ground Lease, the Improvements, Developer's rights under this Agreement (including the right to receive Reimbursements), and all furniture, fixtures, equipment, accounts and receivables of the Project to a third-party lender as collateral for Other Financing of the Project to the entity and in the amount identified in the sources and uses portion of the Project Budget, subject to the Debt Ceiling and the obligations of Developer under the Use Agreement, without the City's further consent if such lender is a federally or state chartered bank, savings institution,

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pension fund credit union or other institutional lender (each, an "Institutional Lender"), or Developer's or Institutional Lender's insurance company if authorized by Institutional Lender, and otherwise only with the City's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, but which consent shall not include joinder by the City in any deed of trust filed against Developer's leasehold interest in the Property or any Leasehold Mortgage. Upon written direction from Developer or, following a default under the Leasehold Mortgage, from the Leasehold Mortgagee, the City shall pay all Eligible Expenses directly to the Leasehold Mortgagee or to a construction disbursement account designated by the Leasehold Mortgagee, and the City shall not set off against any such Reimbursements any Recapture Liability or other amount claimed from Developer, other than amounts arising under the same Payment Application. An increase in the Project Budget approved in accordance with this Agreement shall not cause the Leasehold Mortgage to fail to comply with this Section, provided the Debt Ceiling is not exceeded.

3.13. Project Name and Branding. City and Developer shall jointly agree in writing to a name for the Property. Developer shall have naming rights for the individual fields. The Project name must include "College Station" into the name as to serve as national recognition. In no event shall any name go against the City's interest or the mission statement of the City.

3.14. Sponsorship Revenue. Developer shall retain all sponsorship revenue associated with the Project, unless otherwise agreed in writing. Any sponsorship rights or revenue sharing related solely to the Brazos Valley Bombers' home-game use of the Championship Field and Suites shall be addressed in a separate written agreement with the Brazos Valley Bombers, and shall not extend to other tournaments, events, or park-wide sponsorships. Any additional financial obligations or requests from the Brazos Valley Bombers beyond the scope of this Agreement or the Use Agreement shall be the sole responsibility of the City; provided, however, Developer and the Brazos Valley Bombers may also contract with each other outside of this Agreement.

3.15. Records and Inspection. At all times throughout the Term, the authorized representatives of the City shall have reasonable access to the Improvements, during normal business hours and upon at least five (5) business days prior written notice to Developer, for the purpose of inspecting same to ensure the Improvements are maintained in accordance with the specifications and conditions of this Agreement.

3.16. Monitoring and Reporting.

A. Quarterly Construction Reporting. During the Term until Completion of Construction for all Improvements has been submitted to the Director, Developer shall submit to the Director quarterly status reports for ongoing work on the Project, in the form of quarterly report as attached to this Agreement as **Exhibit "K"**, within thirty (30) days following the end of each calendar quarter detailing construction progress and barriers to progress, copies of paid invoices, and evidence of appropriate lien waivers.

B. Annual Reporting. During the Term following Completion of Construction for the Improvements, Developer shall submit to the Director annual status reports for ongoing operation, maintenance and improvement of the Project in the form attached to this Agreement as **Exhibit "K"**, within thirty (30) days following the end of each calendar year detailing number of Tournaments completed in the reporting period, number of Tournaments booked for the next reporting period, estimated number of persons in

attendance at each Tournament, estimated number of overnight stays by visitors in the city, number of fields available for use under the Use Agreement, current status of any planned capital replacements, and improvements or maintenance to the Improvements. If Developer fails to timely submit any report required under this Section, the City shall provide written notice of such failure in accordance with Section 5.2.

3.17. Audit Rights. At the City's option, during the construction phase and for one (1) year following Completion of Construction for the Improvements, Developer may be required to obtain and submit an audit of Project Costs (i.e., cost certification) prepared by an independent certified public accountant, which shall be initiated within thirty (30) days of a written request by the City and a draft of such audit shall be provided to the City within one hundred eighty (180) days of the City's request under this Section. The cost of any such audit shall be borne by the City; provided, however, that if such audit reveals that any Payment Application submitted by Developer overstated Eligible Expenses by more than five percent (5%) of the amount actually incurred, Developer shall reimburse the City for the reasonable cost of such audit within thirty (30) days of receipt of the final audit report.

3.18. Right to Verify Compliance and Eligible Expenses. Director shall review the reports and determine if Developer is in compliance with this Agreement. In addition, the City reserves the right to monitor Developer's ongoing activities and performance (and any of its contractors or subcontractors), as the Director reasonably deems necessary, on a quarterly basis or such other period as Director may reasonably establish from time to time with at least thirty (30) days' prior written notice to Developer. Monitoring may include all phases and aspects of Developer's activities to verify eligibility for any reimbursement of Eligible Expenses requested on a Payment Application or to determine compliance with this Agreement. The City may modify the frequency or content of required reports as reasonably needed to maintain adequate oversight of the Project, or address findings related to noncompliance of the Project or Developer with any Governmental Authority or City Requirements; provided, however, that any material increase in reporting requirements shall require at least sixty (60) days' prior written notice to Developer and shall not impose requirements that are commercially unreasonable or unduly burdensome.

3.19. Developer Debt. The Developer shall ensure no more than **THIRTY MILLION DOLLARS ($30,000,000)** of debt shall be allocated to, or secured by, the Property and the Improvements ("Debt Ceiling"), not inclusive of the amount of the Reimbursements; provided, however, that the Debt Ceiling shall be automatically adjusted upward on each anniversary of the Effective Date by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics (or a comparable successor index) for the twelve (12) month period ending on such anniversary date.

ARTICLE IV
DISBURSEMENT PROCEDURES

4.1. Payment Applications. Before any disbursement of Reimbursements to Developer may occur, Developer shall submit a complete Payment Application to the following address: VendorInvoiceEntry@cstx.gov. A complete Payment Application shall include true, legible and correct copies of all of the following applicable to each Project Cost listed on the Payment Application: **(i)** all authorizations and permits which are then procurable and required by any Governmental Authority if not previously provided to Director by Developer (inclusive of permits

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or approvals issued by City); **(ii)** an itemized invoice for all Project Costs incurred by Developer, including the date of service, date of invoice, amount invoiced, specific good or services description, quantity of work, goods or services, and contact info and name of the provider of the goods or services; **(iii)** proof of payment of the invoiced cost by Developer in the form of bank statement, cancelled check, or statement dated later than the date of invoice included on the Payment Application; and **(iv)** any other requirements, including compliance reports, updated certifications, down-date endorsements or other notices required under this Agreement or reasonably required by the City to verify compliance with this Agreement and any other Agreement Documents.

4.2. Disbursement Procedures. All Payment Applications shall be subject to review and approval by the City. After review by the City, notice shall be provided to the Developer of any amounts or items listed on the Payment Application determined not to be Eligible Expenses. City shall provide Developer written notice of such ineligible items or amounts, including any requested additional documentation or modifications needed within fifteen (15) days of receipt of the Payment Application by the City. City shall pay Eligible Expenses due to Developer under a Payment Application, less any Disputed Amounts (as such term is defined in Section 4.4, below) for which Developer has been provided notice, in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

4.3. Virtual Payment Method. For increased payment and financial information security, the Developer 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 Developer, including but not limited to all Reimbursements.

4.4. Disputed Amounts. The City may dispute and subtract from any disbursement the amount of one or more Eligible Expenses determined by the City to be ineligible, unlawful, improperly documented or otherwise not payable by the City under this Agreement for which Developer has been given notice as required under Section 2251.042 of the Texas Government Code for an error or disputed amount ("Disputed Amounts").

4.5. Use of Reimbursed Amounts. Reimbursements of Eligible Expenses shall be to Developer's operations account, such information to be provided by Developer to City and subject to verification to prevent financial fraud as required by the City in its reasonable discretion. Reimbursed amounts provided to Developer may be used at Developer's discretion for any lawful use related to the Project that does not violate a provision of Other Financing requirements. For the avoidance of doubt, at the point in time when Eligible Expenses are deposited into Developer's operations account, the Parties acknowledge such funds are no longer subject to the Project Budget or requirements applicable to Reimbursements under this Agreement.

4.6. Debarment; ineligibility. Neither Developer nor any of its principals are presently excluded, disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the Federal government, State of Texas, or the City. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment and similar positions).

4.7. Right to Offset. Subject to Section 3.12, City may, at its option, offset any amounts due and payable to Developer under this Agreement against any debt (including taxes) lawfully due

to City from Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, regardless of whether or not the debt due to the City has been reduced to judgment by a court.

4.8. Certification of Lawful Status. Developer hereby certifies through execution of this Agreement and any related Agreement Documents, whether provided to the City now or during the Term of this Agreement, including submission of any executed Payment Application to the City, that Developer, Developer's authorized representative, authorized assignee, Affiliate, or any authorized signatory of such entities is eligible to receive Reimbursements and Incentives from the City under this Agreement (Each an "Eligible Entity") and is therefore not: **(i)** a foreign terrorist organization, as defined in Section 2252.151 Texas Government Code; **(ii)** an entity prohibited from receiving federal or state funds due to suspension or disbarment; **(iii)** in violation of any state or federal laws applicable to an entity doing business with and receiving incentive payments from a Texas home-rule municipality under Chapter 380 of the Texas Local Government Code, including with regard to prohibited activities under Chapters 2271, 2274 and 2276 of the Texas Government Code; **(iv)** prohibited or potentially prohibited from doing business with the City in relation to the Project due to a real or apparent conflict of interest or provision of a "gift" under any conflict or anti-lobbying law, including but not limited to Chapter 176 of the Texas Local Government Code, Chapter 2252 of the Texas Government Code, and the City's conflict of interest and gift policies; nor **(v)** in violation of Chapter 2264 Texas Government Code regarding use of undocumented workers.

ARTICLE V
REMEDIES; DEFAULT; TERMINATION

5.1. Default. A default of this Agreement shall exist if any one or more of the following occurs (each a "Default"):

a. Developer fails to complete or maintain the Project in accordance with this Agreement, including but not limited to the Major Deadlines and the Initial Site Plan, as the same may be extended or amended pursuant to the terms of this Agreement;

b. Developer fails to submit any required compliance or status report by the deadline provided in this Agreement;

c. Developer fails to obtain City Council approval for the assignment of this Agreement within at least thirty (30) days before the sale of all or a portion of the Improvements or Property, or otherwise fails to comply with Sections 8.6 and 8.7 of this Agreement (excluding any grant or enforcement of a Leasehold Mortgage or any transfer permitted under Section 5.7);

d. Developer fails to maintain status as an Eligible Entity or delegates any obligation under this Agreement to an Affiliate or other entity that fails to maintain status as an Eligible Entity;

e. Developer makes a materially misleading or false statement, warranty, or representation; provided, however, that an inadvertent error in an estimate, projection or other forward-looking statement or estimates submitted in good faith and based on Developer records maintained in accordance with standard recordkeeping practices (including estimated attendance or overnight stays) shall not constitute a Default if Developer corrects such error

in writing within the applicable cure period after Developer discovers, should have reasonably discovered in the normal course of reasonable and prudent business, or is notified of the error and further, if such error resulted in any disbursement the City would not otherwise have made, repays the amount of such disbursement within such cure period; provided further, for the avoidance of doubt, any materially misleading or false statement, warranty, or representation by Developer with regard to Eligible Entity status of Developer and Developer's Affiliates shall constitute a Default, regardless of whether any error is inadvertent and Developer has an affirmative obligation to perform due diligence in this manner;

f. Developer allows its ad valorem taxes and/or tangible personal property taxes owed to the City to become delinquent (provided; however, that Developer retains its right to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or tangible personal property taxes);

g. A violation of the Regulatory Agreement occurs;

h. Developer files a voluntary petition in bankruptcy, makes a general assignment for the benefit of creditors, or becomes subject to an involuntary bankruptcy petition that is not dismissed within ninety (90) days;

i. Developer defaults under any agreement for Other Financing beyond any applicable notice and cure period and the holder of such Other Financing has accelerated the indebtedness thereunder; provided, however, that no such default shall constitute an Event of Default as to Leasehold Mortgagee while the Leasehold Mortgagee is exercising its rights or remedies under its Leasehold Mortgage or Section 5.7;

j. Developer fails to operate the Project in accordance with this Agreement for a period of ninety (90) consecutive days at any time during the Compliance Period after Completion of Construction; or

k. Developer is convicted of a violation under 8 U.S.C. Section 1324(a)(f) for the unlawful employment of aliens at the Property.

5.2. Notice to Developer; Cure Period. In the event that a Default occurs, City shall give Developer written notice of such Default, with a contemporaneous copy to each Leasehold Mortgagee in accordance with Section 5.7. If the Developer does not cure such Default or underlying cause of the Default within, the first cure period, forty-five (45) days after such written notice; provided, however, if such Default cannot be reasonably cured within the said forty-five (45) days cure period, Developer shall have such additional cure time as is reasonably necessary to complete the cure, provided it commences the cure within said forty-five (45) days cure period and diligently pursues the cure to completion, but in no event to exceed **one hundred twenty (120) days to cure**. After the expiration of the forty-five day cure period and the additional cure time up to 120 days the first cure period is over If the Default or underlying cause of the Default is not cured during the first cure period, City shall provide an additional notice to Developer (with courtesy copy to Leasehold Mortgagee, if applicable) of such continuing Default. If Developer does not cure such Default or underlying cause of the Default within **thirty (30) days,** the second cure period, of said second written notice of continuing Default, the Default shall become an "Event of Default" and is agreed by the Parties to be a material default and breach of this Agreement. Upon an Event of Default, the City may exercise the remedies applicable to such

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category of Default as set forth in this Article V may be exercised. Notice shall be in accordance with Section 8.16. This Section does not waive, prohibit or limit the City's right to pursue any other remedy at law or equity in addition to those set forth in this Article V, subject to Section 5.7. In the event multiple cure periods are provided under this Agreement or any Agreement Document for the same Default for which is provided by City to the breaching party, such cure periods shall be simultaneously calculated and not cumulative; provided that the cure rights of a Leasehold Mortgagee under Section 5.7 shall be in addition to, and shall commence after, the cure period afforded Developer. In the event the breaching party is not Developer, but City has not otherwise received notice of the address and assignment or delegation in accordance with this Agreement, Developer shall be deemed the breaching party for purposes of notice required under this Section.

5.3. Recapture Liability. If an Event of Default occurs, and to protect the economic development purposes of this Agreement, Recapture Liability shall be the sum of **(i)** the amount of Eligible Expenses disbursed to Developer as Reimbursements (including Construction Reimbursements, Operations Reimbursements and any reimbursement of payment and performance bond premiums) up to the date of such Event of Default; and **(ii)** the value of the Deferred Lease Payments, if applicable, which shall equal only the Deferred Lease Payments accrued for the years of the initial term of the Ground Lease elapsed through the date of such Event of Default and not previously forgiven, and shall not include any Deferred Lease Payments attributable to any year following the date of such Event of Default. The amount of Reimbursements included in the Recapture Liability shall be reduced to zero upon completion of **twenty (20) years** of the Compliance Period, provided no Event of Default has occurred. For the avoidance of doubt, the cost of Infrastructure Extensions shall not be included as part of Recapture Liability. Further, upon Program Benefits Achievement, Recapture Liability shall be reduced by the amount of Reimbursements disbursed to Developer in accordance with Subsection 5.3.B., below, and Section 3.1.D for forgiven Deferred Lease Payments. For the avoidance of doubt, the following examples illustrate the calculation of Recapture Liability for clarification purposes only: ***Example 1)*** If Developer receives disbursement of Eligible Expenses in the full amount of authorized Reimbursements and does not meet Program Benefits Achievement and an Event of Default occurs at year 10 out of the 50 required, Developer owes City repayment of the Recapture Liability in the amount of $30,590,000.00 ($28,000,000 maximum possible Reimbursements + 10 years of Deferred Lease Payments $2,590,000); ***Example 2)*** If the same events occur as Example 1 except that an Event of Default occurs in year 25, Developer owes City repayment of Recapture Liability in the amount of $6,475,000 (25 years of Deferred Lease Payments); ***Example 3)*** If the same events occur as Example 1 except that Developer meets Program Benefits Achievement and receives Early Benefit Release lowering the Compliance Period to 20 years, City can terminate Ground Lease subject to rights of Leasehold Mortgagee, but Developer owes only Deferred Lease Payment for the applicable year in the amount of $259,000 in Recapture Liability.

A. Recapture Payment Terms. If an Event of Default occurs without a default occurring as to any Leasehold Mortgage, the Recapture Liability will become a debt to the City. Developer shall have the option, exercisable by written notice to the City within thirty (30) days following expiration of the applicable cure period, to pay the Recapture Liability in full within one hundred eighty (180) days of such expiration, or to pay the Recapture Liability in equal monthly installments amortized over a period of five (5) years, with the

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first installment due on the first day of the month following expiration of the applicable cure period. The outstanding balance of any Recapture Liability payable in installments shall bear interest at the prime rate as published in the Wall Street Journal as of the date of the Event of Default, plus two percent (2%) per annum (but in no event exceeding the maximum non-usurious rate allowable by law), with such interest included in the amortized monthly payments. If Developer fails to make any installment payment when due and such failure continues for fifteen (15) days after written notice from the City, the entire outstanding balance of the Recapture Liability, plus accrued interest, shall become immediately due and payable. This Section shall survive termination of this Agreement. Any monetary lien related to this section shall be subordinate to the Leasehold Mortgage.

B. Consequences of Extraordinary Program Benefit Achievement. Upon compliance reporting that shows Program Benefits Achievement, Developer shall be entitled to submit a written request to the City requesting recognition of Program Benefits Achievement. The City Manager shall determine whether the compliance reporting objectively demonstrates Program Benefits Achievement and, within sixty (60) days after receipt of a complete request, shall deliver to Developer written notice either recognizing Program Benefits Achievement or identifying with specificity the reporting deficiencies on which any objection is based. If the City Manager fails to deliver such notice within such sixty (60) day period, Developer may deliver a second written notice to the City Manager and the City Manager, and if the City Manager fails to respond within fifteen (15) days after receipt of such second notice, Developer may request that the matter be placed on a Council agenda for consideration or may invoke the dispute resolution procedure under Section 8.29. Upon such recognition, the following consequences shall apply (collectively, "Early Benefit Release"): **(i)** Developer's annual reporting obligations under Section 3.16 shall be reduced to a single annual summary report; **(ii)** Developer's Recapture Liability under Section 5.3 shall be reduced to only unforgiven Deferred Lease Payments for any Event of Default occurring after Early Benefit Release; **(iii)** the City shall execute and deliver to Developer a written acknowledgment of Early Benefit Release, which Developer may use to demonstrate the public benefit of the Project to third parties; and **(iv)** the Parties shall meet and confer within sixty (60) days of such recognition regarding any appropriate modifications to the Use Agreement, and the Compliance Period shall be shortened to **twenty (20) years** calculated from the original commencement of the Compliance Period. Nothing in this Section limits Developer's right to request, or Council's right to consider, an amendment to the Regulatory Agreement in the ordinary course.

5.4. Damages, Attorney's Fees and Court Costs. Should an Event of Default occur, the City may pursue and recover all remedies authorized by law, equity, or this Agreement, including: **(i)** termination of this Agreement; **(ii)** litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; **(iii)** equitable relief or extraordinary relief, including all authorized injunction, specific performance, and mandamus relief; and **(iv)** all authorized remedies for the **(a)** recovery of any Recapture Liability or interest thereon, **(b)** recovery of all accrued monetary amounts due the City but not paid by the Developer to the City under this Agreement, and **(c)** recovery of the City's reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the City as allowed by law.

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5.5. **Suspension of Incentives**. Upon the occurrence and during the continuation of any Default by Developer (after the first notice as required under Section 5.2), the City shall have the right to suspend Incentives pursuant to a notice (the "Suspension Notice") delivered in accordance with Section 8.16. In addition, during the pendency of any cure period following written notice of a Default specifying such Default in reasonable detail, the City may withhold disbursement of any Reimbursement, but shall continue to pay Eligible Expenses.

5.6. **Termination**. This Agreement shall terminate upon any one of the following:

a. Closing does not occur within one hundred eighty (180) days of the Effective Date, unless the Funding Deadline is extended, which shall also extend the date of automatic termination of this Agreement by the same period as such extension to the Funding Deadline;

b. The execution by both Parties of a written agreement terminating this Agreement, with the written consent of each Leasehold Mortgagee;

c. The expiration of the Term of this Agreement, unless the Term is extended by a written amendment to this Agreement executed with the mutual consent of the Parties as herein required; or

d. Following written notice of an Event of Default, if the non-defaulting Party elects to terminate this Agreement, upon repayment of any Recapture Liability due and payable to the City under Section 5.3, subject in all events to the rights of any Leasehold Mortgagee under Section 5.7.

5.7. **Leasehold Mortgagee Protections**. Notwithstanding anything to the contrary in this Agreement or any other Agreement Document, for so long as any Leasehold Mortgage remains outstanding and the City has received written notice of the name and notice address of the Leasehold Mortgagee in accordance with the notice requirements of Section 8.16 of this Agreement or the Leasehold Mortgagee was included in the Project Budget, the following provisions shall apply and shall control over any conflicting provision of this Agreement:

A. **Leasehold Lien; Perfection.** Developer may grant one or more Leasehold Mortgages in accordance with Section 3.12. The City acknowledges that a Leasehold Mortgagee may perfect its liens and security interests by recording its Leasehold Mortgage in the Real Property Records and filing financing statements under Chapter 9 of the Texas Business and Commerce Code, and the City shall, within thirty (30) days after written request, execute and deliver a recordable acknowledgment of the Leasehold Mortgage and of the Leasehold Mortgagee's rights under this Section 5.7 (without joinder of the City's fee interest).

B. **Leasehold Mortgagee Notice and Cure.** No notice of Default, Suspension Notice, notice of termination, or demand for Recapture Liability shall be effective against a Leasehold Mortgagee unless a copy has been delivered to the Leasehold Mortgagee. The Leasehold Mortgagee shall have the right, but not the obligation, to cure any Default within the cure period afforded Developer plus an additional thirty (30) days for a monetary Default or sixty (60) days for a non-monetary Default; provided that if a non-monetary Default cannot reasonably be cured without possession of the Project, such period shall be extended for so long as the Leasehold Mortgagee is diligently pursuing possession (including by

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foreclosure, receivership, or relief from any bankruptcy stay) and thereafter diligently pursuing the cure. The City shall accept performance by the Leasehold Mortgagee as if made by Developer and shall not terminate this Agreement, suspend Incentives, or demand Recapture Liability while such cure rights remain available and are diligently pursued by Leasehold Mortgagee. Any Default that is personal to Developer and not reasonably capable of cure by the Leasehold Mortgagee (including Defaults under Sections 5.1(d), (e), (h), (i) and (k)) shall be deemed waived as to the Leasehold Mortgagee and any Successor Developer.

C. **Foreclosure and Step-In.** A foreclosure (judicial or non-judicial), deed or assignment in lieu of foreclosure, receivership, or sale under 11 U.S.C. § 363 of Developer's interest in the Project, or the exercise of any other remedy under a Leasehold Mortgage (each, a "Foreclosure Event"), shall not require the consent of the City or constitute a Default or an Event of Default; provided, however, that the foregoing shall not waive any right of the City to pursue remedies for Default or Event of Default by Developer that existed independently of the Foreclosure Event (a "Personal Default"), and any Personal Default shall remain solely the obligation of the original Developer, shall not be imputed to the Leasehold Mortgagee or any Successor Developer, and shall not entitle the City, from and after the Foreclosure Event, to terminate this Agreement, the Ground Lease or the Use Agreement in connection with Developer's Personal Default or to suspend, reduce or recapture any Incentives from the Leasehold Mortgagee, any Successor Developer or the Project in connection with Developer's Personal Default; provided that the City's right to recover Recapture Liability attributable to a Personal Default shall be preserved as a personal obligation of the original Developer only. Upon a Foreclosure Event, the City shall recognize **(i)** the Leasehold Mortgagee, **(ii)** the Leasehold Mortgagee's designee that is an affiliate of the Leasehold Mortgagee that is an Eligible Entity, or **(iii)** the purchaser at the Foreclosure Event that **(A)** is an Eligible Entity; **(B)** has, or has engaged a manager with, reasonable experience operating comparable sports or recreation facilities; **(C)** has reasonable financial capacity to operate the Project; and **(D)** assumes in writing the obligations of Developer accruing from and after the transfer, including assumption of the Use Agreement and compliance obligations under the Regulatory Agreement (each a "Successor Developer"), as the Developer under this Agreement, the Ground Lease and the Use Agreement, and the Successor Developer shall be entitled to all rights of Developer thereunder, including all Incentives accruing after the date of the Foreclosure Event and any Incentives suspended or withheld as a result of a Personal Default. The requirements of clauses (A) through (D) shall not apply to the Leasehold Mortgagee or its designee under clause (ii). A purchaser shall be deemed to satisfy clauses (B) and (C) unless the City delivers written objection, stating the basis therefor, within thirty (30) days after receipt of the purchaser's qualifications. A Successor Developer may engage a qualified third-party manager to operate the Project, and such manager's experience shall satisfy clause (B). Each construction commencement, milestone and completion deadline shall be extended by the period during which the Leasehold Mortgagee is diligently pursuing a Foreclosure Event. A Successor Developer shall be liable only for obligations accruing during its period of ownership, and shall not be liable for any Recapture Liability (including any Recapture Liability triggered by the Foreclosure Event), Deferred Lease Payments, damages, or other amounts attributable to any Default or Event of Default occurring before the Foreclosure Event. Neither the Leasehold Mortgagee nor any Successor Developer shall have personal

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liability under this Agreement beyond its interest in the Project, the Leasehold Mortgagee shall have no liability unless and until it becomes the Successor Developer, and any Successor Developer shall be released from obligations accruing after it transfers the Project to a subsequent Successor Developer, which shall be entitled to the protections of this Section.

D. Replacement Developer. Any subsequent transfer of the Project by the Leasehold Mortgagee or a Successor Developer to a third party (a "Replacement Developer") shall be subject to the approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed and shall be based solely on whether the Replacement Developer: **(i)** is an Eligible Entity; **(ii)** has, or has engaged a manager with, reasonable experience operating comparable sports or recreation facilities; **(iii)** has reasonable financial capacity to operate the Project; and **(iv)** assumes in writing the obligations of Developer accruing from and after the transfer, including assumption of the Use Agreement and compliance obligations under the Regulatory Agreement. The City Manager shall place a complete request for approval on a Council agenda within forty-five (45) days after receipt. Upon approval, the Replacement Developer shall have all rights of Developer, including all Incentives accruing after the transfer, and the transferor shall be released from obligations accruing thereafter.

E. New Agreement. If this Agreement or the Ground Lease is terminated for any reason (including rejection in bankruptcy) other than with the Leasehold Mortgagee's written consent, the City shall give the Leasehold Mortgagee written notice thereof and, upon the Leasehold Mortgagee's written request delivered within sixty (60) days after such notice, shall enter into a new agreement and new ground lease with the Leasehold Mortgagee or its designee that is an Eligible Entity, for the remainder of the Term and on the same terms and with the same priority, provided the Leasehold Mortgagee or its designee cures all monetary Events of Default then capable of cure; provided, however, that the Leasehold Mortgagee or its designee shall not be required to pay or cure any Recapture Liability, damages, or Personal Default as a condition to such new agreement, and pending execution of such new agreement the City shall not convey, lease or otherwise transfer the Property or the Improvements to any third party or exercise its purchase right under Section 2.8.A.

F. No Amendment or Surrender. No amendment, modification, voluntary termination, surrender, or Request to Terminate under this Agreement or the Ground Lease, and no merger of the fee and leasehold estates, shall be binding on the Leasehold Mortgagee without its prior written consent, except as expressly required for updates to the Major Deadlines, Project Budget and Project Schedule in accordance with Sections 1.10, 1.11 and 3.5 of this Agreement.

G. Insurance and Condemnation Proceeds. The Leasehold Mortgagee may be named as mortgagee and lender loss payee on all property and builder's risk insurance covering the Improvements. All casualty insurance proceeds, and all condemnation awards allocable to the Improvements or Developer's leasehold estate, shall be paid to the Leasehold Mortgagee for application in accordance with the Leasehold Mortgage, provided any casualty insurance proceeds shall be used to restore the Improvements, subject to the Leasehold Mortgagee's customary and reasonable conditions for disbursement of restoration proceeds, unless otherwise agreed in writing between the Leasehold

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Mortgagee(s) and City; provided, further, that if restoration is not commercially feasible, the Leasehold Mortgage is in default beyond applicable cure periods, or the casualty occurs within the last two (2) years of the term of the Leasehold Mortgage, the Leasehold Mortgagee may apply such proceeds to the indebtedness secured by the Leasehold Mortgage, and such application shall not constitute a Default by Developer or the Leasehold Mortgagee. The Leasehold Mortgagee may participate in any condemnation proceeding. A casualty or condemnation shall not constitute a Default (provided Developer and Leasehold Mortgagee(s) diligently pursue restoration of the Improvements or otherwise obtain consent from the City, which shall not be unreasonably conditioned, withheld or delayed), and the Major Deadlines under this Agreement shall be extended for the period reasonably required to restore the Project.

H. Estoppel; Third-Party Beneficiary. Within twenty (20) days after written request, the City shall deliver to Developer and any Leasehold Mortgagee or prospective lender or Successor Developer or Replacement Developer an estoppel certificate confirming that this Agreement is in full force and effect, whether any Default is known to exist, the status of Reimbursements and Deferred Lease Payments, the amount of Recapture Liability that would be payable if an Event of Default occurred as of the date of the certificate, whether Early Benefit Release has occurred, and such other matters as may be reasonably requested. Each Leasehold Mortgagee identified in the Project Budget or for which notice of the name and address for Leasehold Mortgagee is provided to the City pursuant to Section 8.16 is an intended third-party beneficiary of this Section 5.7 (but only Section 5.7) and may enforce it directly.

ARTICLE VI
INDEMNITY AND ENVIRONMENTAL CONDITIONS

6.1. Indemnity. DEVELOPER COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY AND ITS OFFICERS, AGENTS, SERVANTS, VOLUNTEERS AND EMPLOYEES ("CITY PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, OR SUITS FOR PROPERTY LOSS OR PROPERTY DAMAGE AND/OR BODILY INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH DEVELOPER'S PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES, AND SERVICES OF THE PROJECT DESCRIBED HEREIN, INCLUDING DEVELOPER OFFICERS, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR LICENSEES AND TO INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY

THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

6.2. Environmental Indemnity. DEVELOPER SHALL AT ALL TIMES RETAIN ANY AND ALL LIABILITIES ARISING FROM THE PRESENCE, HANDLING,

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TREATMENT, STORAGE, TRANSPORTATION, REMOVAL OR DISPOSAL OF HAZARDOUS MATERIALS ON THE PROPERTY. Regardless of whether any Event of Default shall have occurred and be continuing or any remedies in respect of the Property are exercised by City, Developer shall defend, indemnify, and hold harmless City from and against any and all liabilities (including strict liability), suits, actions, claims, demands, penalties, damages (including, without limitation, lost profits, consequential damages, interest, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, attorney's fees and expenses, and remedial costs) (the foregoing are hereinafter collectively referred to as "Liabilities") which may now or in the future (whether before or after the culmination of the transactions contemplated by this Agreement) be incurred or suffered by City by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any warranty or covenant or the inaccuracy of any representation of Developer contained or referred to in the Agreement Documents, this Agreement and/or which may be asserted as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission, or release from the Property of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the Property or the applicability of any City Requirements or requirements of any Governmental Authority relating to Hazardous Materials, **WHETHER OR NOT OCCASIONED WHOLLY OR IN PART BY ANY CONDITION, ACCIDENT, OR EVENT CAUSED BY ANY ACT OR OMISSION OF CITY** in any manner occurring on or related to prior ownership of the Property.

Such Liabilities shall include, without limitation: **(i)** injury or death to any person; **(ii)** damage to or loss of the use of any property; **(iii)** the cost of any demolition and rebuilding of the Improvements, repair or remediation and the preparation of any activity required by any Governmental Authority; **(iv)** any lawsuit brought or threatened, good faith settlement reached, or governmental order relating to the presence, disposal, release or threatened release of any Hazardous Material on, from or under the Property; and **(v)** the imposition of any lien on the Property arising from the activity of Developer or Developer's predecessors in interest on the Property or from the existence of Hazardous Materials or Hazardous Materials Contamination upon the Property. The covenants and agreements contained in this Section shall survive the consummation of the transactions contemplated by or the expiration or termination of this Agreement.

6.3. Hazardous Materials. Developer agrees to **(i)** give notice to City immediately upon Developer's acquiring knowledge (or when Developer reasonably should have acquired knowledge) of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination with a full description thereof; **(ii)** promptly, at Developer's sole cost and expense, comply with any Governmental Authority or City Requirements requiring the removal, treatment, or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide City with satisfactory evidence of such compliance; and **(iii)** provide City, within thirty (30) days after demand by City, with a bond, letter of credit, or similar financial assurance evidencing to City's satisfaction that the necessary funds are available to pay the cost of removing, treating, and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Property as a result thereof.

Developer shall not cause or suffer any liens to be recorded against the Property as a consequence of, or in any way related to, the presence, remediation or disposal of Hazardous Material in or

about the Property, including any state, federal or local so-called "Superfund" lien relating to such matters.

6.4. **Release**. The Developer releases, relinquishes, and discharges the City, its elected officials, officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death, including any loss of or damage to property, of the Developer, its officers, employees, contractors, subcontractors, volunteers, agents, customers, invitees, or representatives that is caused by or alleged to be caused by, arises out of or in relation to this Agreement, arises in connection with any activity of Developer on the Property or related to the Improvements. Both the City and the Developer 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 Developer, its officers, employees, contractors, subcontractors, volunteers, agents, customers, invitees, or representatives, 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 Developer, or any third party; **PROVIDED, HOWEVER, THAT THIS RELEASE SHALL NOT APPLY TO CLAIMS ARISING FROM THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

6.5. **Survival**. The provisions of this Article shall survive termination or expiration of this Agreement.

ARTICLE VII
INSURANCE

7.1. **Insurance.** Developer shall procure and maintain, at their own sole cost and expense for the duration of this Agreement, insurance meeting all requirements of **Exhibit "E"**, which shall include but not be limited to insurance against claims for injuries to persons or damages to property that may arise from or in connection with the Project, Property or work to be performed by Developer or its contractors, subcontractors, agents, representatives, volunteers, or employees. Certificates of insurance evidencing the required insurance coverages on the most current form approved by the Texas Department of Insurance and listing the City, its officers, agents, employees, and volunteers as additional insureds shall be provided to the City prior to the earlier of Closing and commencement of the Ground Lease, or submission of any Payment Application or receipt of any Reimbursement from the City. Nothing in this Agreement or **Exhibit "E"** shall prohibit any Leasehold Mortgagee from being named as mortgagee and lender loss payee on property and builder's risk policies, and the City's interest as an insured under such policies shall be subject to Section 5.7.

ARTICLE VIII
MISCELLANEOUS

8.1. **Governmental Immunity**. The Parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The Parties agree that this is not an Agreement for goods or services to the City,

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nor is this Agreement subject to Chapters 271 or 272 of the Texas Local Government Code. Further, the Parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

8.2. Undocumented Workers. In accordance with Chapter 2264, Texas Government Code, Developer certifies by signing the Chapter 2264 Certification statement attached hereto as **Exhibit "H"** that its business, including all branches, divisions or departments of its business, does not and will not knowingly employ an undocumented worker.

8.3. Time is of the Essence. Time is of the essence with respect to the Parties' obligations hereunder. This includes Developer's timely Completion of Construction, and compliance by both parties with respect to all the terms and conditions of this Agreement.

8.4. City Council. Developer acknowledges and agrees that, except as expressly provided in this Agreement with respect to minor modifications or extensions of time expressly delegated to City Manager under this Agreement or pursuant to Force Majeure, any change in this Agreement will require City Council approval and written amendment to this Agreement.

8.5. Prioritization. Developer 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 Developer to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Developer. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Developer shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

8.6. Permitted Transfers. The obligations of this Agreement may be delegated to an Affiliate of Developer without express written consent of the City; provided, however, that the rights of this Agreement may not be assigned without express written consent of the City Council and no delegation shall relieve Developer of its obligations under this Agreement without express written consent from the City except permitted transfers to an Eligible Entity in strict accordance with this Section (each a "Permitted Transfer");

A. Non-Affiliate Transfers. Developer may encumber, transfer or assign its rights under this Agreement and the Ground Lease to any Eligible Entity or national banking association in the form of: **(i)** mortgages or liens against Developer's leasehold interest in the Property (without a fee joinder) expressly authorized under this Agreement or the process provided in this Agreement; **(ii)** partial transfer or partial conveyance of the Project, Improvements or leasehold interest in the Property in the form of licenses, dedications, service and materials contracts, management or operations contracts or sub-leases in accordance with the terms of the Ground Lease; and **(iii)** in the event of any Foreclosure Event, any transfer to a Successor Developer in accordance with Section 5.7 or transfer to a Replacement Developer in accordance with Section 5.7.

B. Passive Investor Transfers. After receipt by Developer of a Final Certificate of Occupancy for the Improvements, Developer or any Affiliate of Developer shall be permitted to transfer without City consent or obtain City consent for changes in, limited partners, non-managing members, or other passive investors in Developer or any Affiliate

of Developer, provided that **(i)** there is no Change of Control and no Change of Control is permitted under the company agreement or other agreement between Developer and Affiliate, limited partner, non-managing member or other passive investor in Developer, **(ii)** the management and operational control of Developer and the Project remain unchanged (it being agreed that entering into, amending, replacing or terminating any management or operations contract for the Project permitted under Section 8.6.A shall not constitute a change in the management or operational control of the Project), **(iii)** such transfers do not adversely affect Developer's ability to perform its obligations under this Agreement, and **(iv)** Developer obtains certification and remains responsible for verification that partners, non-managing members, or other passive investors in Developer or any Affiliate of Developer, including but not limited to the principals, officers and owners of each of these entities, are Eligible Entities.

8.7. Assignment Other Than Permitted Transfers.

A. Approval Required. The transfer or assignment of this Agreement shall require the City's consent as evidenced by an Amendment to this Agreement duly authorized by the City Council after receipt by the City of Developer's written notification of such proposed transfer at least sixty (60) days before the effective date thereof. The City's consent may be withheld, conditioned, or delayed in its reasonable discretion and may be conditioned upon the express assumption by such transferee/assignee of all of Developer's obligations set forth in this Agreement. Transfer or assignment of this Agreement or any portion thereof shall not constitute an obligation of the City to provide any Incentives hereunder except as expressly identified in the Amendment approving transfer or assignment of this Agreement. Upon such approval and the transferee's or assignee's written assumption of Developer's obligations, the transferor shall be released from obligations accruing thereafter.

B. Void Assignments. Any attempted transfer or assignment of this Agreement by Developer in violation of the terms set forth in this Section shall be void ab initio, and shall entitle the City to terminate this Agreement by written notice to Developer, subject to Section 5.7; provided that this Section shall not apply to any Leasehold Mortgage, Foreclosure Event, or transfer to a Successor Developer or Replacement Developer under Section 5.7.

8.8. Compliance with Laws and Regulations. This Agreement is entered into subject to and controlled by the City charter and its regulations and ordinances, including those related to development of property, as well as all applicable state and federal laws, rules, and regulations. The City is not aware of anything in the foregoing prohibiting the City from entering into this Agreement nor from being bound by its terms and conditions. During the course of performance under this Agreement, Developer agrees to not knowingly violate any applicable City codes and ordinances, as amended, or applicable state and federal laws, rules and regulations, as amended (provided, however, Developer retains the right to timely and properly seek variances from any such codes, ordinances, laws, rules or regulations and the right to timely and properly contest any alleged violation and the benefits of any notice and cure rights relating to any alleged violation).

8.9. Texas Public Information Act. City and Developer acknowledge and agree that the City is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, as hereafter amended, and the Texas Open Meetings Act, Texas Government Code, Chapter 551, as hereafter amended and City shall comply with both Acts. Any release of any information, pursuant to any

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law including the Texas Public Information Act or the Texas Open Meetings Act, shared under this Agreement or future agreements whether confidential or not, for the avoidance of doubt is not a breach of this Agreement or future agreements. Any documents or records requested by a third party and ordered to be released by the Texas Attorney General under applicable provisions of the Texas Public Information Act after submittal by the City to the Texas Attorney General for an opinion on disclosure, will not be considered a breach of this Agreement or future agreements by the City.

8.10. No City Debt. The City will not agree to incur any debt towards this Project or extend its credit, including but not limited to any action in violation of the Texas Constitution or Texas law.

8.11. No Partnership or Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is further understood and agreed between the parties that Developer and the City, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

8.12. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon provisions hereof or by the mutual written agreement of the parties hereto.

8.13. Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas except for its choice of law provisions, and shall be performed in Brazos County, Texas.

8.14. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns.

8.15. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

8.16. Notice. Any notice sent under this Agreement, shall be sent **(i)** by depositing such notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; **(ii)** by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery; or **(iii)** sent by electronic transmission confirmed by mailing (certified or with other confirmation of delivery) written confirmation at substantially the same time as such electronic transmission, or **(iv)** personally delivered to the receiving party at the following addresses:

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If to City:	City of College Station, Attn: City Manager PO Box 9960 College Station, Texas 77842 Phone: (979) 764-3527 Email: mostrowski@cstx.gov
With required copies to:	City Attorney City Attorney's Office City of College Station P.O. Box 9960 1101 Texas Ave. College Station, TX 77842 Phone: (979) 764-3521 Email: afalco@cstx.gov
If to Developer:	The Station Baseball, LLC 4346 Alexis Court College Station, TX 77845 Attn: Thomas Rodgers, Jr. Phone: (979) 492-5472 Email: thestationbaseball@gmail.com
With required copies to:	West, Webb, Allbritton & Gentry, P.C. 1515 Emerald Plaza College Station, TX 77845 Attn: Mike Gentry Phone: (979) 694-7000 Email: Mike.Gentry@westwebblaw.com

Each Party, and Leasehold Mortgagee if applicable, may change its address by written notice to the other Parties in accordance with this section. Any communication addressed and mailed or delivered to a national courier in accordance with this section shall be deemed to be given when received or when delivery is refused, any notice so sent by electronic transmission shall be deemed to be given the earlier of when receipt of such transmission is acknowledged by the recipient by electronic transmission or when the mailed written confirmation is received or delivery is refused, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the Party. Telephone numbers are provided for convenience purposes only. Developer may request notice be copied to any Affiliate or investor, provided the applicable notice address and company agreement documenting Affiliate or investor's connection to Developer is provided to City.

8.17. Recitals Incorporated. The recitals to this Agreement are incorporated herein for all purposes.

8.18. Severability. If 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

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unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement or any part hereof invalid or illegal the parties agree to modify (or if not feasible, terminate) this Agreement and to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible.

8.19. Confer with Legal Counsel. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

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

8.21. Vesting. Nothing in this Agreement shall be implied to vest any right in the parties. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **DEVELOPER WAIVES ANY STATUTORY CLAIM THAT THE AGREEMENT ESTABLISHES VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

8.22. Limited Appropriation. Developer acknowledges and agrees that disbursements of Reimbursements under this Agreement are subject to and contingent on budgetary appropriations by Council for each Fiscal Year during the Term of this Agreement (anticipated to be substantially in accordance with the Project Schedule and Project Budget). The City acknowledges that, as of the Effective Date, funds in the amount of $20 million allocated to pay the Reimbursements contemplated by this Agreement have been identified in one or a combination of the City's unrestricted funds accounts. The City agrees to include on the agenda for Council consideration the Reimbursements anticipated to be submitted by Developer in accordance with the Project Schedule (as updated by Developer and submitted to City) in each annual budget submitted to Council during the Term; provided, however, this commitment shall not be construed to limit the legislative discretion of any future Council with respect to budgetary matters. If such appropriation is not approved during any subsequent Fiscal Year, this Agreement may be terminated upon written request by the Developer without penalty to the Developer or the City; provided, however, this Section does not waive any right of City contained in any ground lease, property conveyance deed, deed of trust or deed restrictions on property leased or conveyed to Developer by City.

8.23. Non-Delegation of Legislative Authority. Nothing in this Agreement shall be deemed or construed to delegate any legislative power, discretion, or duty of the City Council.

8.24. Conflict of Interest and Anti-Lobbying Certification. Developer has provided before the approval of this Agreement by the City, in addition to the certification attached as **Exhibit "G"** and submitted to the City by Developer: **(a)** a properly executed Form CIQ/Conflicts of

Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code; and **(b)** a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code. The Developer warrants that it has not offered, and will not offer, any gifts, gratuities, or favors to any City employee or official in order to obtain this Agreement. Further, Developer acknowledges a continuing obligation to disclose information previously provided on forms referenced by this Section if Developer becomes aware of facts that would require disclosure or any change in the forms previously filed with the City.

8.25. Unavoidable Delay; Force Majeure. If Developer shall be delayed or interrupted from the performance of any act required by this Agreement within the timeframe that such performance is required under this Agreement by reason of Force Majeure, performance of such act shall be excused for a period equivalent to the period of such delay up to a maximum of twelve (12) months in any consecutive five (5) years during the Term of this Agreement; provided, however, that nothing in this Section shall excuse either Party from timely performance of obligations under this Agreement by reason of a change in the economic circumstances of such Party. Developer shall notify City of any Force Majeure delay or interruption within fifteen (15) days of the Developer's knowledge thereof, and shall thereafter keep City regularly informed of the status of such delay or interruption. Under no circumstances shall the financial inability of Developer or, in the absence of other factors described in this Section, adverse market conditions, be deemed to constitute a Force Majeure event. In the event of a Force Majeure, Developer shall use commercially reasonable efforts to minimize any delay in the performance required by Developer hereunder as a result such Force Majeure.

8.26. Independent Developer. It is understood and agreed by the parties that the Developer is an independent contractor engaged to provide development services under the Program, as buyer of the Property, and as grantee of the Reimbursements. The Developer shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the Project. Notwithstanding any Project Costs determined to be Eligible Expenses under this Agreement, the Developer shall be solely responsible to provide and pay for financing, labor, materials, equipment, tools, utilities, transportation, technology, and other facilities and services necessary for proper execution and completion of the Project.

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

8.28. Prohibited Activities. To the extent applicable, this Agreement is subject to the following:

A. Boycott Israel. If this Agreement is for goods and services subject to § 2271.002 Texas Government Code, Developer verifies that it (i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;

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

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C. Boycott Energy Companies. Subject to § 2276.002 Texas Government Code Developer herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

D. Foreign Terrorist Organizations. Developer hereby represents that it: (i) does not engage in business with Iran, Sudan, or any foreign terrorist organization, and (ii) is not listed by the Texas Comptroller pursuant to § 2252.153 Texas Government Code as a Developer known to have contracts with or provide supplies or services to a foreign terrorist organization, where in each case "foreign terrorist organization" has the meaning given such term in § 2252.151 Texas Government Code.

8.29. Alternative Dispute Resolution. No suit shall be filed by a Party regarding a dispute arising under or related to this Agreement unless the Parties first attempt to submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Contract, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas, within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509, (800) 733-9529.

ARTICLE IX
DEFINITIONS

9.1. Definitions. Capitalized terms throughout the Agreement shall be defined as provided in the body of the Agreement or as provided in this Article. Further, whenever the context requires construing the provisions of this Agreement, the use of the singular will include the plural, and the use of the plural will include the singular.

A. "Affiliate" means any person or entity which directly or indirectly controls, is controlled by or is under common control with Developer on the Effective Date or during the Term of this Agreement, including but not limited to ABA Services, LLC. A person or entity will be deemed to be "controlled" by any other person or entity if such other person or entity: **(i)** has direct or indirect ownership of at least fifty-one percent (51%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or **(ii)** has direct or indirect ownership of at least fifty-one percent (51%) of the equity interests in the entity.

B. "City Manager" means the City Manager of the City of College Station, Texas.

C. "Championship Field" means a regulation field constructed and maintained in accordance with the Sports Fields Construction and Maintenance Manual published by the American Sports Builders Association (ASBA) including high-quality baseball-specific synthetic turf.

D. "Change of Control" means **(i)** the sale, transfer, or other disposition, or authorized right to the sale, transfer, or other disposition, of more than fifty percent (50%) of the voting or equity interests in Developer (other than a Passive Investor Transfer), **(ii)** a merger, consolidation, or reorganization of Developer with or into another entity in which Developer is not the surviving entity, **(iii)** the sale of all or substantially all of the assets of Developer, or **(iv)** any change in the person or persons with authority to direct the day-to-day management and operations of Developer or the Project. For the avoidance of doubt, a Passive Investor Transfer that results in a Change of Control of Developer, any Affiliate in Developer or the Project is a Change of Control unless a joinder to this Agreement and any other documents incorporated by this Agreement is executed as part of the Passive Investor Transfer.

E. "Completion of Construction" means: **(i)** substantial completion of the Improvements; and **(ii)** a final certificate of occupancy has been issued for all Improvements.

F. "Commencement of Construction" means any grading, site clearing or other construction or pre-construction site activities on the Property, not to occur prior to receipt of all applicable permits from Governmental Authorities.

G. "Final Certificate of Occupancy" means the final (not temporary) certificate of occupancy issued by the City for the last of the Improvements to receive a certificate of occupancy, such that final certificates of occupancy have been issued for all Improvements.

H. "Environmental Laws" means all present and future federal, state, and local laws, ordinances, regulations, standards, rules, policies, and other governmental requirements, administrative rulings, court judgments, and decrees, and all amendments thereto, relating to pollution or protection of human health, wildlife, wetlands, natural resources or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Environmental Laws include but are not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, et seq., the Oil Pollution Act of 1990, 33 U.S.C. Section 2701, et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136, et seq., and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, et seq., and all regulations promulgated under the authority of any of the foregoing, and their state and local analogs, as any such statutes or regulations may be amended, restated, modified, or supplemented from time to time.

I. "Fiscal Year" means the City's fiscal year for budgeting purposes, beginning on October 1st and ending on September 30th.

J. "Force Majeure" means any causes beyond the control of, and without the fault or negligence of Developer or its Affiliates, including, but not limited to, governmental actions

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or inactions, a moratorium on the issuance of approvals by Governmental Authorities, governmental acts, orders, or restrictions not existing as of the Effective Date, any discovery of any concealed underground conditions that differ materially from those actually known by Developer on the Effective Date which would not be disclosed by a reasonably diligent inspection of the Property (but only before Completion of Construction), acts of God, acts of the public enemy, acts of war or terrorism, acts of government, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, civil commotion, casualties, embargoes, severe or inclement weather beyond that usually encountered in Brazos County, Texas, shortages in labor, materials or similar cause. Severe or inclement weather delays include "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL).

K. "Hazardous Materials" means any one or more of the following: **(a)** any substance, chemical, material or waste now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; **(b)** any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; **(c)** asbestos; **(d)** "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of or regulated or addressed under any Environmental Law; **(e)** any substance the presence of which on the Property or Improvements is prohibited or regulated by any Governmental Authority; **(f)** any other substance which by any Governmental Authority requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment or disposal; and **(g)** any medical products or devices, including those materials defined as "medical waste" or "biological waste" under relevant statutes or regulations pertaining to any Environmental Law.

L. "Hazardous Materials Contamination" means the contamination (whether presently existing or hereafter occurring) of the Improvements, facilities, soil, groundwater, air or other elements on or of the Property or Project by Hazardous Materials, or the contamination of the buildings, structures, facilities, soil, groundwater, air or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Agreement) existing on or emanating from the Property.

M. "Leasehold Mortgage" means any deed of trust, mortgage, security agreement, collateral assignment or other lien instrument granted by Developer in accordance with this Agreement encumbering Developer's leasehold estate under the Ground Lease, the Improvements, Developer's rights under this Agreement, and/or the furniture, fixtures, equipment, accounts and receivables of the Project.

N. "Leasehold Mortgagee" means the holder from time to time of any Leasehold Mortgage.

O. "Project Costs" means costs and expenses incurred by Developer after the Effective Date of this Agreement in connection with the development, design, construction, operation and maintenance of the Improvements, including all of the following: **(i) hard costs**: all costs

of construction, materials, labor, equipment, fixtures, furnishings, and other physical improvements to the Property, including site preparation, grading, excavation, foundations, structural work, mechanical, electrical, and plumbing systems, turf installation, lighting, scoreboards, dugouts, backstops, fencing, grandstands, seating, concession facilities, restrooms, field houses, training facilities, clubhouses, support facilities, parking areas, landscaping, signage, and all other physical components of the Improvements incurred before Completion of Construction; **(ii) soft costs**: architectural, engineering, surveying, geotechnical testing, landscape architecture, and urban design fees; permit fees, impact fees, inspection fees, and cost of the payment and performance bonds as costs of development incurred before Completion of Construction; **(iii) closing costs**: title insurance premiums, appraisal fees, insurance premiums, payment and performance bond premiums, mobilization fees, recording fees, origination fees and financing fees, provided such fees are due at Closing; and **(iv) operating costs**: during the Compliance Period and only during the Compliance Period, the amount of City-imposed ad valorem taxes on the Property paid by Developer after Completion of Construction for the most recently completed ad valorem tax year. For the avoidance of doubt, Project Costs shall not include any of the above invoiced to Developer by an Affiliate, except when supported by documentation from a third-party vendor without Affiliate overhead or markup, unless identified on the Project Budget as an approved Affiliate expense.

P. "Suites" means premium seating or boxes reserved by parties, companies, or private groups that offer an elevated experience as compared to general admission seating.

Q. "Title Company" means Stewart Title, 15060 Dallas Parkway, Ste 100, Dallas, TX 75248, Attn: Carol Erick, Senior Vice President – Commercial Escrow Officer, 214-473-5414.

R. "Tournament" means an organized competitive event held at the Project with games played on two (2) or more days. For purposes of the Program Benefits, each two (2) consecutive days of tournament play at the Project shall count as one (1) Tournament, such that longer events are credited proportionally (for example, a four (4) day event counts as two (2) Tournaments and a six (6) day event counts as three (3) Tournaments). Each additional single day of play in an event with an odd number of days shall count as one-half (1/2) of a Tournament (for example, a three (3) day event counts as one and one-half (1.5) Tournaments and a five (5) day event counts as two and one-half (2.5) Tournaments). For calculation of Program Benefits, fractional Tournaments shall be aggregated across all events held in the same calendar year. Tournaments shall be counted on a per-event basis and not per calendar day at the Project, such that separately organized events held at the Project on the same day or days shall each count separately (for example, a softball tournament held on the smaller fields and a baseball tournament held on the larger fields over the same weekend shall count as two (2) separate Tournaments, each credited in accordance with this definition); provided only a maximum of two (2) tournaments may be counted for purposes of Program Benefit per calendar event day. A single-day or single ½ Tournament event shall not count as a Tournament or be aggregated for purposes of Program Benefits.

[Signature Pages Follow]

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CITY:

City of College Station

_____
Mayor
Date:_____

ATTEST:

_____
City Secretary
Date:_____

APPROVED:

_____
City Manager
Date:_____

_____
Assistant City Manager/CFO
Date: _____

APPROVED AS TO FORM:

_____
City Attorney
Date:_____

[Additional Signatures on Following Page]

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DEVELOPER:

The Station Baseball, LLC,
a Texas limited liability company

By: South 7's, LLC,
its sole Manager,

By:_____
Thomas Rodgers, Jr.,
Its Managing Member

Date:_____

By:_____
Daniel Krueger,
Its Managing Member

Date:_____

By: CGGM Investments, LLC,
Its Managing Member

By:_____
Chad Murphy,
Its Managing Member

Date:_____

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EXHIBIT A
PROPERTY DESCRIPTION

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

62.64 ACRE TRACT

THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 62.64 ACRES IN THE THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 140.29 ACRE TRACT OF LAND, PORTIONS OF A CALLED 39.52 ACRE TRACT OF LAND AND A PORTION OF A CALLED 15.00 ACRE TRACT OF LAND, ALL THREE DESCRIBED AS TRACTS ONE, TWO AND FIVE IN A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 3900, PAGE 188 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 62.64 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod found bent in the northwest right-of-way line of William D. Fitch Parkway (a variable width right-of-way partially dedicated in Volume 495, Page 453 of the Deed Records of Brazos County, Texas and Volume 1224, Page 559 of the Official Records of Brazos County, Texas), marking the most easterly corner of said City of College Station 140.29 acre tract, from which another 5/8 inch iron rod found bent marking the common east corner of said City of College Station 140.29 acre tract and said City of College Station 15.00 acre tract, same being the east corner of Spring Meadows Subdivision Phase One, filed in Volume 5106, Page 284 (OPRBCT), bears S 41° 51' 59" W, a distance of 1,066.83 feet;

THENCE, through said City of College Station 140.29 acre tract, N 57° 43' 40" W, for a distance of 1,014.93 feet to a point for the most easterly corner and **POINT OF BEGINNING** hereof, from which the City of College Station monument CS94-138 bears S 35° 45' 25" W, a distance of 5,021.79 feet;

THENCE, continuing through said City of College Station tracts, the following forty-four (44) courses and distances:

1) **S 39° 05' 38" W a distance of 110.60 feet** to a point;
2) **S 75° 17' 32" W a distance of 44.95 feet** to a point;
3) **S 30° 09' 35" W a distance of 60.56 feet** to a point;

4) S 22° 55' 09" W a distance of 63.22 feet to a point;

5) S 32° 03' 55" W a distance of 102.08 feet to a point;

6) S 15° 42' 24" E a distance of 91.06 feet to a point;

7) S 34° 50' 15" W a distance of 102.66 feet to a point;

8) N 83° 34' 05" W a distance of 86.19 feet to a point;

9) N 61° 17' 55" W a distance of 85.38 feet to a point;

10) N 86° 32' 12" W a distance of 238.91 feet to a point;

11) S 80° 12' 32" W a distance of 212.30 feet to a point;

12) N 86° 24' 11" W a distance of 180.26 feet to a point;

13) N 33° 09' 26" W a distance of 86.62 feet to a point;

14) N 45° 38' 43" W a distance of 112.56 feet to a point;

15) S 77° 55' 23" W a distance of 28.75 feet to a point;

16) S 05° 53' 25" E a distance of 78.60 feet to a point;

17) S 10° 36' 12" W a distance of 96.78 feet to a point;

18) S 79° 44' 39" W a distance of 326.92 feet to a point;

19) N 44° 06' 08" W a distance of 232.74 feet to a point;

20) S 72° 38' 15" W a distance of 59.56 feet to a point;

21) S 22° 15' 06" E a distance of 189.58 feet to a point;

22) S 79° 55' 55" W a distance of 195.40 feet to a point;

23) S 42° 02' 49" W a distance of 72.89 feet to a point;

24) **S 41° 56' 51" W a distance of 365.36 feet** to a point for the south corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped 'RPLS 2972' found in the southwest line of said City of College Station 140.29 acre tract marking the east corner of a called 78.36 acre tract of land described in a deed to the City of College Station recorded in Volume 3900, Page 233 (OPRBCT) and the northeast corner of called 13.91 acre Parkland Dedication as shown on the plat of Woodland Hills Phase One filed in Volume 4027, Page 70 (OPRBCT) bears S 23° 29' 47" W, a distance of 717.84 feet;

25) **N 51° 56' 50" W a distance of 989.32 feet** to a point;

26) **with a non-tangent curve to the left having a radius of 79.00 feet, an arc length of 106.52 feet, a delta angle of 77° 15' 06", and a chord which bears N 40° 14' 01" W, a chord length of 98.63 feet** to a point;

27) **with a reverse curve to the right having a radius of 281.00 feet, an arc length of 16.97 feet, a delta angle of 03° 27' 35", and a chord which bears N 77° 07' 47" W, a chord length of 16.97 feet** to a point;

28) **N 37° 59' 31" E a distance of 545.86 feet** to a point;

29) **with a non-tangent curve to the right having a radius of 80.00 feet, an arc length of 225.71 feet, a delta angle of 161° 38' 58", and a chord which bears N 67° 29' 56" E, a chord length of 157.95 feet** to a point;

30) **S 82° 59' 39" E a distance of 357.89 feet** to a point;

31) **N 07° 00' 22" E a distance of 420.43 feet** to a point;

32) **N 35° 56' 13" E a distance of 225.36 feet** to a point;

33) **S 54° 03' 11" E a distance of 142.14 feet** to a point;

34) **S 80° 40' 31" E a distance of 178.56 feet** to a point;

35) **S 73° 10' 13" E a distance of 125.77 feet** to a point;

36) **S 75° 00' 52" E a distance of 69.40 feet** to a point;

37) **S 76° 11' 00" E a distance of 512.55 feet** to a point;

38) **S 72° 03' 50" E a distance of 103.26 feet** to a point;

39) **S 73° 24' 23" E a distance of 160.58 feet** to a point;

40) **N 68° 34' 19" E a distance of 142.12 feet** to a point;

41) **S 62° 29' 42" E a distance of 167.40 feet** to a point;

42) **S 42° 07' 51" E a distance of 372.69 feet** to a point;

43) **S 51° 33' 48" E a distance of 215.57 feet** to a point;

44) **S 65° 11' 07" E a distance of 82.45 feet** to the **POINT OF BEGINNING** hereof and containing **62.64 acres**, more or less.

Surveyed on the ground April 2026 under my supervision. The bearing basis for this survey is based on the Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010045254559 (calculated using GEOID12B).



10/6/26

Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT B
INITIAL SITE PLAN



EXHIBIT C-1
PROJECT BUDGET – PROJECT COSTS

Dated 11/17/26

Project Totals

Project: The Station - Sports

Bid 1.0: Base Bid

Bid - Base Bid

Championship Field	**$8,130,699**
13 34 00 Pre-Engineered Building	$230,081
27 00 00 Communications	$31,050
31 23 00 Excavation and Fill	$950,571
32 16 00 Curbs, Gutters, Sidewalks and Driveways	$54,205
32 18 00 Athletic and Recreational Facilities	$6,725,068
33 51 00 Natural Gas Distribution	$20,700
33 70 00 Electrical Utilities	$103,500
33 80 00 Communications Utilties	$15,525

Sports Complex > Fields	**$19,626,720**
10 00 00 Specialties	$28,589
13 34 00 Pre-Engineered Building	$399,535
31 23 00 Excavation and Fill	$3,482,564
32 18 00 Athletic and Recreational Facilities	$15,716,031

Sports Complex > General Landscaping, Amenities and F	**$10,413,532**
11 12 00 Parking Control Equipment	$36,225
21 00 00 Fire Suppression	$25,875
26 00 00 Electrical	$382,433
27 00 00 Communications	$98,325
31 10 00 Site Clearing	$575,299
31 23 00 Excavation and Fill	$879,750
32 12 00 Flexible Pavement	$1,631,688
32 16 00 Curbs, Gutters, Sidewalks and Driveways	$1,469,671
32 80 00 Landscaping and Irrigation	$2,070,000
33 10 00 Water Utilities	$1,390,306
33 30 00 Sanitary Sewage Utilities	$714,730
33 40 00 Storm Drainage Utilties	$279,043
33 51 00 Natural Gas Distribution	$134,550
33 70 00 Electrical Utilities	$414,000
33 80 00 Communications Utilties	$311,636

Sports Complex > Restrooms and Concessions	**$1,032,978**
13 34 00 Pre-Engineered Building	$981,592
31 23 00 Excavation and Fill	$51,386

Sports Complex > Training Facility	**$4,719,933**
13 34 00 Pre-Engineered Building	$3,837,770
31 23 00 Excavation and Fill	$105,913
32 18 00 Athletic and Recreational Facilities	$776,250

Indirect Costs

Design Fee	$2,000,000
Geotechnical	$320,000
FFE Allowance	$700,000
Tech Allowance	$500,000
Precon Design Fee on Symmetry	$475,000
Misc. Studies and Planning and Zoning Costs	$200,000
Early Design Factor	$2,000,000
General Conditions	$2,050,000

BID TOTAL	**$52,168,863**

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Championship Field			Height	Labor	Material	Equipment	Subs	Others	Unit Price		Total
64	CONCESSIONS AND RESTROOMS	1,778.40 SF	4"	0.00	0.00	0.00	129.38	0.00	129.38	SF	230,080.50
	13 34 00 - Pre-Engineered Building										$230,081
SC	Security and Surveillance - Allowance	0.00		0.00	0.00	0.00	20,700.00	0.00	20,700.00		20,700.00
SC	Communications Cabeling - Allowance	0.00		0.00	0.00	0.00	10,350.00	0.00	10,350.00		10,350.00
	27 00 00 - Communications										$31,050
2	2 FT STRUCTURAL FILL PAD	161,773.97 SF	4"	0.00	0.00	0.00	4.92	0.00	4.92	SF	795,321.26
SC	Mass Grading	0.00		0.00	0.00	0.00	155,250.00	0.00	155,250.00		155,250.00
	31 23 00 - Excavation and Fill										$950,571
39	4" SIDEWALKS	8,728.62 SF	4"	0.00	0.00	0.00	6.21	0.00	6.21	SF	54,204.75
	32 16 00 - Curbs, Gutters, Sidewalks and Driveways										$54,205
SC	Scoreboards	0.00		0.00	0.00	0.00	248,400.00	0.00	248,400.00		248,400.00
SC	Awnings, Grandstands and Seating Areas	0.00		0.00	0.00	0.00	3,247,467.75	0.00	3,247,467.75		3,247,467.75
SC	Championship Field - Field Only	0.00		0.00	0.00	0.00	3,229,200.00	0.00	3,229,200.00		3,229,200.00
	32 18 00 - Athletic and Recreational Facilities										$6,725,068
SC	Gas Main Install	0.00		0.00	0.00	0.00	20,700.00	0.00	20,700.00		20,700.00
	33 51 00 - Natural Gas Distribution										$20,700
SC	Electrical Site Distribution - CO PAY	0.00		0.00	0.00	0.00	103,500.00	0.00	103,500.00		103,500.00
	33 70 00 - Electrical Utilities										$103,500
SC	Internet Service Install	0.00		0.00	0.00	0.00	15,525.00	0.00	15,525.00		15,525.00
	33 80 00 - Communications Utilities										$15,525
	Championship Field										$8,130,699

Sports Complex > Fields			Height	Labor	Material	Equipment	Subs	Others	Unit Price		Total
84	PRESS BOX	220.98 SF	4"	0.00	0.00	0.00	129.38	0.00	129.38	SF	28,589.43
	10 00 00 - Specialties										$28,589
83	STEEL CANOPY STRUCTURE	11,029.27 SF	4"	0.00	0.00	0.00	36.23	0.00	36.23	SF	399,535.20
	13 34 00 - Pre-Engineered Building										$399,535
2	2 FT STRUCTURAL FILL PAD	708,378.20 SF	4"	0.00	0.00	0.00	4.92	0.00	4.92	SF	3,482,564.30
	31 23 00 - Excavation and Fill										$3,482,564
SC	Scoreboards	0.00		0.00	0.00	0.00	1,987,200.00	0.00	1,987,200.00		1,987,200.00
SC	Awnings, Grandstands and Seating Areas	0.00		0.00	0.00	0.00	1,546,880.99	0.00	1,546,880.99		1,546,880.99
SC	3 Full Size Fields - Field Only	0.00		0.00	0.00	0.00	7,420,950.00	0.00	7,420,950.00		7,420,950.00
SC	5 Youth Fields - Field Only	0.00		0.00	0.00	0.00	4,761,000.00	0.00	4,761,000.00		4,761,000.00
	32 18 00 - Athletic and Recreational Facilities										$15,716,031
	Sports Complex > Fields										$19,626,720

Sports Complex > General Landscaping, Amenities and Parking			Height	Labor	Material	Equipment	Subs	Others	Unit Price		Total
SC	Bollards and Parking Stops - Allowance	0.00		0.00	0.00	0.00	36,225.00	0.00	36,225.00		36,225.00
	11 12 00 - Parking Control Equipment										$36,225
59	FIRE HYDRANT AND TAP	1.00 EA	25' 0"	0.00	0.00	0.00	25,875.00	0.00	25,875.00	EA	25,875.00
	21 00 00 - Fire Suppression										$25,875
66	30ft Paringlot light	79.00 EA	25' 0"	0.00	0.00	0.00	3,622.50	0.00	3,622.50	EA	286,177.50
67	15ft Walkway light	31.00 EA	25' 0"	0.00	0.00	0.00	3,105.00	0.00	3,105.00	EA	96,255.00
	26 00 00 - Electrical										$382,433
SC	Security and Surveillance - Allowance	0.00		0.00	0.00	0.00	56,925.00	0.00	56,925.00		56,925.00
SC	Communications Cabeling - Allowance	0.00		0.00	0.00	0.00	41,400.00	0.00	41,400.00		41,400.00
	27 00 00 - Communications										$98,325
65	General Clearing and Mulching	2,223,377.72 SF	4"	0.00	0.00	0.00	0.26	0.00	0.26	SF	575,298.99
	31 10 00 - Site Clearing										$575,299
SC	Mass Grading	0.00		0.00	0.00	0.00	879,750.00	0.00	879,750.00		879,750.00
	31 23 00 - Excavation and Fill										$879,750
40	HMAC	286,638.23 SF	4"	0.00	0.00	0.00	5.69	0.00	5.69	SF	1,631,688.14
	32 12 00 - Flexible Pavement										$1,631,688

39	4" SIDEWALKS	100,829.45 SF	4"	0.00	0.00	0.00	6.21	0.00	6.21	SF	626,150.90
40	HMAC	286,638.23 SF	4"	0.00	0.00	0.00	1.13	0.00	1.13	SF	323,709.33
75	6" HD SIDEWALKS #4 OCEW	53,982.87 SF	4"	0.00	0.00	0.00	7.76	0.00	7.76	SF	419,042.05
81	RETAINING WALL	4,008.42 LF	4' 0"	0.00	0.00	0.00	6.21	0.00	6.21	LF	24,892.29
85	STEEL HANDRAILS	977.48 LF	4' 0"	0.00	0.00	0.00	77.63	0.00	77.63	LF	75,876.82
	32 16 00 - Curbs, Gutters, Sidewalks and Driveways										$1,469,671
SC	Landscaping and Irrigation	0.00		0.00	0.00	0.00	2,070,000.00	0.00	2,070,000.00		2,070,000.00
	32 80 00 - Landscaping and Irrigation										$2,070,000
53	12" DR14 C900 BELL AND SPIGOT WATER L	993.83 LF	12' 0"	0.00	0.00	0.00	232.88	0.00	232.88	LF	231,438.94
57	2" TYPE "K" SOFT COPER WATER LINE	80.50 LF	12' 0"	0.00	0.00	0.00	103.50	0.00	103.50	LF	8,331.75
68	8" DR14 C900 BELL AND SPIGOT WATER LI	753.10 LF	12' 0"	0.00	0.00	0.00	191.48	0.00	191.48	LF	144,200.62
69	6" DR14 C900 BELL AND SPIGOT WATER LI	1,087.18 LF	12' 0"	0.00	0.00	0.00	191.48	0.00	191.48	LF	208,167.23
70	2" WATER METER WITH VAULT	2.00 EA	25' 0"	0.00	0.00	0.00	10,350.00	0.00	10,350.00	EA	20,700.00
80	18" DR14 C900 BELL AND SPIGOT WATER L	3,338.56 LF	12' 0"	0.00	0.00	0.00	232.88	0.00	232.88	LF	777,467.74
	33 10 00 - Water Utilities										$1,390,306
71	6" PVC SDR26 SEWER LINE	992.31 LF	12' 0"	0.00	0.00	0.00	191.48	0.00	191.48	LF	190,003.04
72	SEWER MANHOLE	11.00 EA	25' 0"	0.00	0.00	0.00	10,350.00	0.00	10,350.00	EA	113,850.00
73	8" PVC SDR26 SEWER LINE	2,145.85 LF	12' 0"	0.00	0.00	0.00	191.48	0.00	191.48	LF	410,877.43
	33 30 00 - Sanitary Sewage Utilities										$714,730
78	STORM SEWER	2,696.07 LF	1' 6"	0.00	0.00	0.00	103.50	0.00	103.50	LF	279,043.19
	33 40 00 - Storm Drainage Utilities										$279,043
SC	Gas Main Install	0.00		0.00	0.00	0.00	134,550.00	0.00	134,550.00		134,550.00
	33 51 00 - Natural Gas Distribution										$134,550
SC	Electrical Site Distribution - CO PAY	0.00		0.00	0.00	0.00	414,000.00	0.00	414,000.00		414,000.00
	33 70 00 - Electrical Utilities										$414,000
62	1.5" COMMUNICATIONS	16,073.19 LF	1' 6"	0.00	0.00	0.00	15.53	0.00	15.53	LF	249,536.24
SC	Internet Service Install	0.00		0.00	0.00	0.00	62,100.00	0.00	62,100.00		62,100.00
	33 80 00 - Communications Utilities										$311,636
	Sports Complex > General Landscaping, Amenities and Parking										$10,413,532

Sports Complex > Restrooms and Concessions		Height	Labor	Material	Equipment	Subs	Others	Unit Price		Total
64	CONCESSIONS AND RESTROOMS 4,460.60 SF	4"	0.00	0.00	0.00	129.38	0.00	129.38	SF	577,089.91
83	STEEL CANOPY STRUCTURE 11,166.39 SF	4"	0.00	0.00	0.00	36.23	0.00	36.23	SF	404,502.57
	13 34 00 - Pre-Engineered Building									$981,592
2	2 FT STRUCTURAL FILL PAD 10,452.21 SF	4"	0.00	0.00	0.00	4.92	0.00	4.92	SF	51,385.69
	31 23 00 - Excavation and Fill									$51,386
	Sports Complex > Restrooms and Concessions									$1,032,978

Sports Complex > Training Facility		Height	Labor	Material	Equipment	Subs	Others	Unit Price		Total
63	TRAINING FACILITY SHELL 21,188.52 SF	4"	0.00	0.00	0.00	181.13	0.00	181.13	SF	3,837,769.95
	13 34 00 - Pre-Engineered Building									$3,837,770
2	2 FT STRUCTURAL FILL PAD 21,543.46 SF	4"	0.00	0.00	0.00	4.92	0.00	4.92	SF	105,913.04
	31 23 00 - Excavation and Fill									$105,913
SC	Training Facility Interior 0.00		0.00	0.00	0.00	776,250.00	0.00	776,250.00		776,250.00
	32 18 00 - Athletic and Recreational Facilities									$776,250
	Sports Complex > Training Facility									$4,719,933
Sports Complex Totals										**$35,793,163**

Total		**$43,923,863**

Indirect Cost		Labor	Material	Equipment	Subs	Others	Total
Design Fee	Amount	0	0	0	0	2,000,000	2,000,000
Geotechnical	Amount	0	0	0	0	320,000	320,000
FFE Allowance	Amount	0	0	0	0	700,000	700,000
Tech Allowance	Amount	0	0	0	0	500,000	500,000
Precon Design Fee on Symmetry	Amount	0	0	0	0	475,000	475,000
Misc. Studies and Planning and Zoning	Amount	0	0	0	0	200,000	200,000
Early Design Factor	Amount	0	0	0	2,000,000	0	2,000,000
General Conditions	Amount	0	0	0	0	2,050,000	2,050,000
Indirect Cost Total		**0**	**0**	**0**	**2,000,000**	**6,245,000**	**$8,245,000**

Bid Total	**$52,168,863**

EXHIBIT C-2
PROJECT BUDGET – SOURCES AND USES

Dated 11/17/26; Required to be updated and submitted to City by Developer before the Funding Deadline

Source	Amount	Use
City Construction Reimbursement	$22,400,000	Project Costs allowed by Agreement
Anticipated to be Institutional Lender in the form of a national banking association with local office	Anticipated to be $30,000,000	Anticipated to be Construction Costs
Anticipated to be Institutional Lender in the form of a national banking association with local office	Permanent Loan Amount - unknown	Anticipated to be conversion of construction loan to permanent loan
Anticipated to be Private Equity/Developer Investment – Source unknown	Anticipated to be $10,000,000	Anticipated to be pre-construction development costs / operations costs / Debt service reserve – "debt" or repayment obligations unknown

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This Project Budget dated 11/17/26 is hereby approved by the Parties (subject to the update requirements of Developer and applicable Major Deadlines) and shall be incorporated into the Agreement as the current Project Budget. This approval constitutes a formal amendment to the Agreement only to the extent of replacing the Project Budget exhibit as of the date fully executed by the City's authorized Representative below and modifies only the amounts applicable to each line item; all other obligations remain as stated in the Agreement and modifications of the Project Budget which conflict or violate any other provision of the Agreement shall be deemed severable, null and void.

DEVELOPER:
The Station Baseball, LLC,
a Texas limited liability company

By: South 7's, LLC,
its sole Manager,

By:_____
Thomas Rodgers, Jr.,
Its Managing Member
Date:_____

By:_____
Daniel Krueger,
Its Managing Member
Date:_____

By: CGGM Investments, LLC,
Its Managing Member

By:_____
Chad Murphy,
Its Managing Member
Date:_____

CITY:
City of College Station

_____
Mayor

Date:_____

ATTEST:

_____
City Secretary
Date:_____

APPROVED AS TO FORM:

_____
City Attorney
Date:_____

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EXHIBIT D
PROJECT SCHEDULE

Dated 11/17/26

Project Milestone	Anticipated Duration	Calculated From	Estimated Calendar Date (for reference only)
(Estimated Agreement Effective Date)	*NA*	*NA*	11/23/2026
Institutional Lender Funding Completion (i.e., executed loan documents)	1 month	Effective Date	12/23/2026
Closing of Ground Lease	1 month	Funding	1/22/2027
Building permit application submittal	2 months	Closing	3/22/2027
(building permit issuance by City)	*4-6 weeks*	Complete Application Submittal	4/19/2027
Construction Commencement (Site Clearing and Grading may occur earlier)	1 month	Building permit Issuance	5/19/2027
Construction Milestone 1: Completion of Fields 1-3	10 months	Building permit Issuance	2/14/2028
Construction Milestone 2: Completion of Fields 4-8	12 months	Building permit Issuance	3/21/2028
Construction Milestone 3: Completion of Field 9 (Championship Field)	14 months	Building permit Issuance	6/14/2028
Construction Milestone 4: Completion of Training Facility, Concessions & Restrooms	16 months	Building permit Issuance	8/18/2028
Substantial Completion	20 months	Building permit Issuance	12/4/2028
Construction Completion	1 month	Substantial Completion	1/3/2029
Compliance Period Expiration	50 years	Construction Completion	1/3/2079

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This Project Schedule dated 11/17/26 is hereby approved by the Parties and shall be incorporated into the Agreement as the current Project Schedule. Each milestone shall be measured by the Anticipated Duration from the actual date of the milestone or event identified in the "Calculated From" column, and the Estimated Calendar Dates are provided for reference only Failure to achieve any milestone in this Project Schedule other than a Major Deadline (including any Construction Milestone) shall not constitute a Default or Event of Default under the Agreement. This approval constitutes a formal amendment to the Agreement only to the extent of replacing the Project Schedule exhibit as of the date fully executed by the City's authorized Representative below and in no way modifies the Major Deadlines of the Agreement; all other obligations remain as stated in the Agreement and modifications of the Project Schedule which conflict or violate any other provision of the Agreement shall be deemed severable, null and void.

DEVELOPER:
The Station Baseball, LLC,
a Texas limited liability company

By: South 7's, LLC,
its sole Manager,

By:_____
Thomas Rodgers, Jr.,
Its Managing Member
Date:_____

By:_____
Daniel Krueger,
Its Managing Member
Date:_____

By: CGGM Investments, LLC,
Its Managing Member

By:_____
Chad Murphy,
Its Managing Member
Date:_____

CITY:
City of College Station

_____
Mayor

Date:_____

ATTEST:

_____
City Secretary
Date:_____

APPROVED AS TO FORM:

_____
City Attorney
Date:_____

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EXHIBIT E
INSURANCE REQUIREMENTS

General. Developer shall procure and maintain, or cause to be procured and maintained, at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Developer, its contractors, subcontractors, employees, officers, agents, volunteers or other similar representatives. The policies, limits and endorsements are required as set forth in this Exhibit.

Types of Insurance. During the Term of the Agreement and the Compliance Period, Developer shall obtain, maintain and provide proof to the City of insurance policies that meet the minimum requirements of this Exhibit, including the following types of insurance:

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

Certificates of Insurance. For each of these policies, the Developer's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Developer's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Developer to the City pursuant to this Agreement 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 Manager and approved by the City before Closing of the Ground Lease and prior to receipt of any funds from the City under the Agreement ("Certificates of Insurance").

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

- **a.** Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- **b.** Deductibles shall be named on the Certificate of Insurance.
- **c.** "Claims made" policies will not be accepted, except for professional liability insurance.
- **d.** Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.

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

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 the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

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.

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.

f. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

Excess Liability. Excess liability coverage following the form of the underlying coverage with a minimum limit of $20,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding $1,000,000 in total value.

Workers' Compensation/Employer's Liability Insurance requirements. The workers' compensation/employer's liability Insurance shall include the following terms:

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

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

Texas must appear in Item 3A of the worker's 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.

Builder's Risk. Until the Improvements are completed and accepted by the City, the Developer (or Developer's general contractor) shall purchase and maintain builder's risk insurance upon the entire Project site to the full insurable value thereof, including any increases in value due to duly authorized change orders to the construction contract for the Improvements. The builder's risk insurance shall also cover materials and supplies for the Improvements stored off site and also portions of the materials and supplies in transit. This insurance shall include the interests of the City, Developer, Developer's general contractor, subcontractors and sub-subcontractors for the Improvements and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for design professional services and expenses resulting from an insured loss. This must be an all-risk policy incorporating the following language:

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

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

Professional Liability requirements. The following professional liability requirements shall apply to the design professional portion of the Project:

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. Developer (or Developer's design professionals) must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of the Agreement, 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 or the first performance of design 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.

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EXHIBIT F
FORM OF REGULATORY AGREEMENT

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §

§

COUNTY OF BRAZOS §

REGULATORY AGREEMENT CONTAINING LAND USE RESTRICTIONS FOR CITY OF COLLEGE STATION CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM

(Sports Resort Complex – Baseball and Softball Site)

THIS REGULATORY AGREEMENT CONTAINING LAND USE RESTRICTIONS FOR CITY OF COLLEGE STATION CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM ("**Agreement**") is made by and between THE STATION BASEBALL, LLC, a Texas limited liability company ("**Company**") and the CITY OF COLLEGE STATION, a Texas home-rule municipality ("**City**") and shall inure to the benefit of City in consideration for, and pursuant to the terms and conditions of, that certain Chapter 380 Economic Development Program Agreement, City Contract No. _____ ("**EDA**") between Company and City (collectively, the "**Parties**" and each individually a "**Party**") effective _____.

RECITALS

WHEREAS, City Council authorized execution of the EDA providing for certain incentives, including lease from City of approximately 62.64 acres unimproved land located within the Thomas Carruthers League Survey, Abstract 9, Tracts 1, 2 and 5, and generally located within the Midtown Business Park in College Station, Texas, as more particularly described in **Exhibit "A"** (the "**Property**") attached and incorporated into this Agreement for all purposes, pursuant to that certain long term ground lease dated _____ ("**Ground Lease**") on which Company intends to develop, design, construct, manage, operate and maintain (or cause each to occur) baseball and softball aspects for a sports resort complex that includes the following improvements at a minimum: **(i)** nine (9) fully synthetic turf fields, **(ii)** including one (1) championship-level stadium, which shall include a minimum seating capacity of 1292 with a minimum of 598 stadium-type seats, player warm-up areas, suites, a minimum of two (2) party decks, concessions, ticketing areas, merchandise sales areas, an electronic scoreboard, a press box, restrooms sufficient to support the full capacity of the stadium, and related storage; **(iii)** support facilities, **(iv)** player development spaces, **(v)** a field house, **(vi)** training facilities, and **(vii)** related operational improvements, including all private and public infrastructure (other than the infrastructure extensions as defined in the EDA) necessary for development and operation of the Property (collectively, "**Improvements**", together with Company's leasehold interest in the Property, the "**Project**");

WHEREAS, the EDA establishes certain terms and conditions Company is required to comply with, including but not limited to monitoring and reporting of certain progress and performance metrics, compliance with the requirements of this Agreement, and provision by Company to City of sufficient controls to ensure the public purpose of the Project is achieved in consideration for receipt and continued

receipt of various incentives, including the Ground Lease (collectively and as established by the EDA, the "**Program**");

WHEREAS, pursuant to the Program and subject to the terms and conditions of the Ground Lease, Company agreed to execute and abide by the restrictions contained in this Agreement pertaining to and restricting the leasehold use, development, improvement, transfer and occupancy of the Project and the Property and required to be filed in the official public records maintained by the Brazos County Clerk and referencing the Property, or some portion of the Property when applicable ("**Real Property Records**") for the purpose of restricting the Property, including Company's leasehold interest in the Property now or in the future, and binding all future lessees and/or successors and assigns of Company to any portion of or interest in the Property to ensure the Project achieves the Program benefits and public purpose as required under this Agreement and State law;

WHEREAS, the Company, under this Agreement, intends, declares and covenants that the restrictions and Program requirements governing the leasehold use, development, improvement, transfer and occupancy of the Project and the Property shall be and are covenants running with the Property, are binding upon all subsequent entities with or gaining a leasehold interest or property interest in the Property or any portion of the Property, including but not limited to all parties claiming by, through, or under Company or Company's interest in the Property or Project (collectively with Company, Company's Affiliates, and Company's successors and assigns "**Project Owners**") during the Construction Period and/or Compliance Period, and are not merely personal covenants of the Company;

WHEREAS, Company acknowledges that the full baseball and softball complex site Project must meet certain minimum requirements throughout both construction and the required compliance period to provide certain minimum public benefits under the Program, being the quantitative performance measures defined as "Program Benefits" in Section 1.6 of the EDA, as measured in accordance with the EDA (including the definition of "Tournament" therein) and as the EDA may be amended from time to time (collectively, "**Program Benefits**");

WHEREAS, in addition to the Program Benefits and in accordance with the EDA and Ground Lease, City and certain third-party access to the Project is governed by that certain use agreement between the Parties, including joinder of any third parties mutually agreed to by Company and City, of even date herewith ("**Use Agreement**"), as may be amended from time to time; and

WHEREAS, Company further acknowledges the Improvements and the Project must be constructed, maintained, used, operated and owned subject to certain restrictions to provide certain minimum public benefits under the Program;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby establishes the restrictions and covenants contained in this Agreement that shall burden and encumber the Property, Project and Improvements, whether considered in parts, individually or as a portion of a larger project or property interest, as herein provided and recognized to be for the benefit of the Property in whole due to receipt of certain incentives by Company which are acknowledged and agreed by the Parties to benefit the entire Project.

SECTION 1 – DEFINITIONS

Capitalized terms not otherwise defined throughout this Agreement shall have the meaning provided in this Section. The use of the singular will include the plural, and the use of the plural will include the singular.

(a) "**Affiliate**" means any person or entity which directly or indirectly controls, is controlled by or is under common control with Company, and such control is maintained throughout the Construction Period and Compliance Period. A person or entity will be deemed to be "controlled" by any other person or entity if such other person or entity: **(i)** has direct or indirect ownership of at least fifty-one percent (51%) of the voting power of all outstanding shares entitled to vote at a general election of directors of

the person or entity; or **(ii)** has direct or indirect ownership of at least fifty-one percent (51%) of the equity interests in the entity.

(b) "**Change of Control**" means **(i)** the sale, transfer, or other disposition, or authorized right to the sale, transfer, or other disposition, of more than fifty percent (50%) of the voting or equity interests in Company (other than a Passive Investor Transfer), **(ii)** a merger, consolidation, or reorganization of Company with or into another entity in which Company is not the surviving entity, **(iii)** the sale of all or substantially all of the assets of Company, or **(iv)** any change in the person or persons with authority to direct the day-to-day management and operations of Company or the Project. For the avoidance of doubt, a Passive Investor Transfer that results in a Change of Control of Company, any Affiliate in Company or the Project is a Change of Control unless a joinder to this Agreement and any other documents incorporated by this Agreement is executed as part of the Passive Investor Transfer.

(c) "**City Requirements**" means the minimum requirements that shall apply to the Project, Improvements, Property and any portion or combination of each during both the Construction Period and the Compliance Period, including any and all provisions of the following: **(i)** material compliance and good faith avoidance of any violation of City of College Station Code of Ordinances, City Charter, Texas Local Government Code, Texas Government Code and Texas Property Code, each as applicable to one or more Project Owners and any portion of the Project; **(ii)** Section 4 of this Agreement as applicable to any conveyance, transfer, assignment, assumption, contract, lease or any other instrument purporting to grant a leasehold or property interest in any portion of the Property and/or the Improvements; **(iii)** requirements of any agreements for financing of any portion of the Project by equity investors and/or lenders needed to fully fund completion of the Improvements for the Project, the Project construction and/or purchase of the Property; **(iv)** actions or omissions necessary to remedy a violation or other notice of non-compliance issued by a governmental authority having jurisdiction over the Property; **(v)** verification by Company of each Project Owner as an Eligible Entity, including a duty for Company to investigate any Project Owner if Company receives actual knowledge or actual notice of a potential failure of any Project Owner to maintain status as an Eligible Entity; and **(vi)** all indemnity, environmental indemnity and hazardous material contamination provisions of Section 6 of this Agreement, if applicable.

(d) "**Completion**" means: **(i)** substantial completion of the Improvements; and **(ii)** a final certificate of occupancy has been issued for all Improvements.

(e) "**Compliance Period**" means the period of time of fifty (50) years commencing on the date of receipt by Company of the Final Certificate of Occupancy (as defined in the EDA) for the Improvements and ending on the 50th anniversary of such date, as such period may be shortened to twenty (20) years upon Early Benefit Release (as defined in the EDA), during which the Project and Improvements may only be used, maintained and operated in conformance with the Program Requirements, and the Improvements may only be used, transferred, maintained and operated in conformance with the Program Requirements.

(f) "**Construction Period**" means the period of time commencing on the date of filing of this Agreement in the Real Property Records until the date of Completion.

(g) "**Construction Requirements**" means the requirements that shall apply, in addition to City Requirements, to the Project, Improvements, Property and any portion or combination of each during the Construction Period, including any and all provisions of the following: **(i)** requirements and conditions of any permit or approval issued by any governmental authority having jurisdiction; **(ii)** submittal of timely, complete and accurate compliance forms, compliance with monitoring requirements, and access to records required under this Agreement; and **(iii)** timely and diligent commencement, continuation and completion of construction of the Improvements and the Project,

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acknowledged by the Parties to require Company to comply with, and cause Project Owners to comply with, the major deadlines of the EDA.

(h) "**Eligible Entity**" means any Project Owner, including but not limited to Company, Company's Affiliate and Company's successors, transferees and assigns, must be determined by Company to be eligible to contract with City, notwithstanding that such entity is not intended to contract directly with City, in accordance with certain minimum legal requirements and is therefore not: **(i)** a foreign terrorist organization, as defined in Section 2252.151 Texas Government Code; **(ii)** an entity prohibited from receiving federal or state funds due to suspension or debarment; **(iii)** in violation of any state or federal laws applicable to an entity doing business with and receiving incentive payments from a Texas home-rule municipality under Chapter 380 of the Texas Local Government Code, including with regard to prohibited activities under Chapters 2271, 2274 and 2276 of the Texas Government Code; **(iv)** prohibited or potentially prohibited from doing business with City in relation to the Project due to a real or apparent conflict of interest or provision of a "gift" under any conflict or anti-lobbying law, including but not limited to Chapter 176 of the Texas Local Government Code, Chapter 2252 of the Texas Government Code, and City's conflict of interest and gift policies; nor **(v)** in violation of Chapter 2264 Texas Government Code regarding use of undocumented workers.

(i) "**Environmental Laws**" means all present and future federal, state, and local laws, ordinances, regulations, standards, rules, policies, and other governmental requirements, administrative rulings, court judgments, and decrees, and all amendments thereto, relating to pollution or protection of human health, wildlife, wetlands, natural resources or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Environmental Laws include but are not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, et seq., the Oil Pollution Act of 1990, 33 U.S.C. Section 2701, et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136, et seq., and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, et seq., and all regulations promulgated under the authority of any of the foregoing, and their state and local analogs, as any such statutes or regulations may be amended, restated, modified, or supplemented from time to time.

(j) "**Force Majeure**" has the meaning given in the EDA, and performance of any obligation of Company or any Project Owner under this Agreement shall be excused during any Force Majeure to the same extent provided in the EDA.

(k) "**Hazardous Materials**" means any one or more of the following: **(i)** any substance, chemical, material or waste now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; **(ii)** any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; **(iii)** asbestos; **(iv)** "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of or regulated or addressed under any Environmental Law; **(v)** any substance the presence of which on the Property or Improvements is prohibited or regulated by any Governmental Authority; **(vi)** any other substance which by any Governmental Authority requires special handling or notification of any federal, state or local governmental entity in its collection,

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storage, treatment or disposal; and **(vii)** any medical products or devices, including those materials defined as "medical waste" or "biological waste" under relevant statutes or regulations pertaining to any Environmental Law.

(l) "**Hazardous Materials Contamination**" means the contamination (whether presently existing or hereafter occurring) of the Improvements, facilities, soil, groundwater, air or other elements on or of the Property by Hazardous Materials, or the contamination of the buildings, structures, facilities, soil, groundwater, air or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Agreement) existing on or emanating from the Property.

(m) "**Program Requirements**" means the requirements that shall apply, in addition to City Requirements, to the Project, Improvements, Property and any portion or combination of each during the Compliance Period, including: **(i)** submittal of timely, complete and accurate compliance forms, compliance with monitoring requirements, access to records required under this Agreement; **(ii)** achievement of the Program Benefits during the Compliance Period, and **(iii)** operation of the Project in accordance with the Use Agreement, as the same may be modified from time to time in accordance with the EDA, until the expiration or termination of the Use Agreement.

SECTION 2 - RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

(a) **Recitals Incorporated**. The Recitals to this Agreement are hereby incorporated for all purposes and deemed to be part of this Agreement.

(b) **Obligation of Future Owners; Covenants to Run with the Property**. The Company intends, declares and covenants, on behalf of itself and all future Project Owners, as provided and stated in the Recitals of this Agreement, that it, the Property, the Project and any and all portions of the Project shall be bound by this Agreement and that: **(i)** any and all requirements to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land for all of the Property and the Project shall be deemed to be satisfied in full, **(ii)** any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Property and the Project, and **(iii)** Company acknowledges and agrees to require acknowledgment by each and every future Project Owner that the Property and Project as a whole have benefitted and will benefit from the Program, whether or not they directly receive any incentive or contract from City, which the Parties agree no Project Owner shall be entitled to under this Agreement nor the EDA.

(c) **Notice Required with Transfer or Assignment**. For both the Construction Period and Compliance Period of this Agreement, each and every contract, assignment, or other instrument hereafter executed conveying, transferring, or assigning the Project, Property, leasehold interest or any portion of these shall expressly provide that such conveyance is subject to this Agreement; provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, assignment, assumption or other instrument hereafter executed conveying the Project, Property, leasehold interest, or portion thereof provides that such conveyance, transfer, assignment or assumption is subject to this Agreement.

(d) **Recording**. City shall cause this Agreement, once fully executed and notarized, to be recorded and filed in the Real Property Records. Upon recording, City shall transmit to the Company an electronic copy of the recorded Agreement stamped to show the date, volume and page numbers of record.

SECTION 3 – PROJECT OWNER REPRESENTATIONS, COVENANTS, AND WARRANTIES

The Company represents, covenants, and warrants that it: **(i)** is a Texas limited liability company, duly organized and validly existing under the laws of the State of Texas, and is duly authorized and qualified to transact in City any and all business contemplated by this Agreement; **(ii)** possesses all requisite power, authority, licenses and permits to own the Property and Project and to conduct its business; **(iii)** has all legal

right, power and authority to execute and deliver this Agreement; **(iv)** is the sole lessee of the leasehold interest in the Property as of the date of filing in the Real Property Records of this Agreement; and **(v)** will require each and every future Project Owner to fully execute, notarize and file in the Real Property Records a joinder to this Agreement in a form approved by City requiring each Project Owner to represent, covenant, and warrant all of the representations of this Section 3 and to comply with this Agreement. Company, including each future Project Owner to the extent of each Project Owner's interest in the Project, represents, covenants and warrants all of the following:

(a) **Lawful Restrictions**. The execution and performance of this Agreement by the Company and each Project Owner: **(i)** will not violate nor, as applicable, have not violated, any provision of law, rule or regulation, or any order of any court or other department of City or governmental authority having jurisdiction; **(ii)** will not violate or, as applicable, have not violated, any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which each Project Owner is a party or by which it or the Project is bound; and **(iii)** will not result in the creation or imposition of any prohibited encumbrance of any nature.

(b) **No Pending Actions**. There is no action, suit or proceeding at law or in equity or by or before any governmental authority having jurisdiction or other agency now pending, or, to the knowledge of the Company, and each Project Owner, threatened, against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

(c) **Term of City Requirements**. The Company and each Project Owner shall maintain the Project throughout both the Construction Period and Compliance Period in compliance with City Requirements and this Agreement.

(d) **Maintain Project**. During the Compliance Period of this Agreement, Company and each Project Owner shall maintain, or cause to be maintained, and shall be responsible for maintaining the Improvements in a manner suitable for occupancy in accordance with City Requirements, as well as all applicable health, safety, and building codes.

(e) **Compliance Period Requirements**. During the Compliance Period, Company and each Project Owner shall take or cause to be taken all actions necessary to comply with, and for the Project and use of the Project to comply with, the Program Requirements.

(f) **Construction Period Requirements**. During the Construction Period, Company and each Project Owner shall take or cause to be taken all actions necessary to comply with, and for the Project and development of the Project to comply with, the Construction Requirements.

(g) **Regulatory Agreement Controlling**. That neither the Company nor any Project Owner has nor will execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict with this Agreement; provided, however, that in the event of any conflict between this Agreement and the EDA regarding the Program Benefits, the Compliance Period, Early Benefit Release, notice and cure rights, Force Majeure, Permitted Transfers, or the rights of any Leasehold Mortgagee, Successor Developer or Replacement Developer, the EDA shall control.

(h) **Future Owners Bound to Indemnity, Environmental Indemnity and Hazardous Materials Contamination Provisions**. The Project Owner, as a successor or assignee of Company in any form, whether a joinder to this Agreement is filed or not in the Real Property Records, covenants, warrants and represents that they have notice and agree to abide by the indemnity provisions of Section 6 of this Agreement, whether jointly or severally with Company, including but not limited to any environmental

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conditions on the Property and any liability associated with Hazardous Materials or Hazardous Materials Contamination.

(i) **Restrictions Assumed by Future Owners**. By accepting any conveyance, transfer, assignment, assumption or other instrument of conveyance, assignment, assumption or transfer after the execution and recording hereof, a party is conclusively deemed to have accepted and agreed to be bound by and assumed the covenants, restrictions, conditions, and other provisions set forth in this Agreement as to the portion of the Property or Project conveyed or acquired.

(j) **Monitoring and Reporting**. Company, and each Project Owner, acknowledges and agrees that it will be subject to annual monitoring and reporting requirements by City during both the Construction Period and the Compliance Period, including: **(i)** quarterly construction progress reports for the Improvements during the Construction Period, **(ii)** minimum capital investment in the form of actual construction costs of the Improvements as shown by construction contracts and G701/702 or similar construction invoicing; **(iii)** annual reporting after the Construction Period for ongoing operation, maintenance, and improvement of the Project detailing number of Tournaments completed in the reporting period, number of Tournaments booked for the next reporting period, estimated number of persons in attendance at each Tournament, estimated number of overnight stays by visitors in the city, number of non-Brazos County resident visitors to the Project calculated in accordance with the EDA (counting each participating player whose permanent residence address is outside Brazos County as 3.5 visitors), number of fields available for use under the Use Agreement, current status of any planned capital replacements, improvements or maintenance to the Improvements, and **(iv)** annual reporting of the Program Benefits during the Compliance Period, each in the form and within the time periods provided in the EDA. Following Early Benefit Release, Company's annual reporting obligations under this Agreement shall be reduced to a single annual summary report as provided in the EDA. City shall have access during reasonable hours and upon reasonable prior written notice to the Property, Improvements and Company's offices and records for the purpose of such monitoring. Company understands and agrees that it shall maintain a record-keeping system and promptly provide all necessary reports and documents (including, without limitation, any contracts, invoices, materials and all other data relating to the Project or Property) City deems necessary or convenient to show compliance with the Program Requirements, Construction Requirements and City Requirements. Each Project Owner shall permit City, any governmental authority having jurisdiction, and their agents and representatives, to enter upon the Property and Project during reasonable hours and upon reasonable prior written notice after Completion and during the Compliance Period for the purpose of inspections to ensure compliance with this Agreement.

SECTION 4 – PROJECT AND PROPERTY TRANSFERS

(a) **Permitted Transfers**. The obligations of this Agreement may be delegated to an Affiliate of Company without express written consent of City; provided, however, that the rights of this Agreement may not be assigned without express written consent of the City Council and no delegation shall relieve Company of its obligations under this Agreement without express written consent from City except permitted transfers to an Eligible Entity in strict accordance with Subsections 4(a)i.-4(a)ii., below (each a "**Permitted Transfer**").

i. **Non-Affiliate Transfers**. As a Permitted Transfer if performed by Company in strict accordance with this Section and the EDA, Company may encumber, transfer or assign its rights under this Agreement and the Ground Lease to any Eligible Entity or national banking association in the form of: **(i)** mortgages or liens against Company's leasehold interest in the Property (without a fee joinder) expressly authorized under the EDA or the process provided in the EDA; **(ii)** partial transfer or partial conveyance of the Project, Improvements or leasehold interest in the Property in the form of licenses, dedications, service and materials contracts, management or operations contracts or sub-leases in accordance with the terms of the Ground Lease; and **(iii)** in the event of

any Foreclosure Event (as defined in the EDA), any transfer to a Successor Developer in accordance with Section 5.7 of the EDA or transfer to a Replacement Developer in accordance with Section 5.7 of the EDA.

ii. **Passive Investor Transfers**. As a Permitted Transfer if performed by Company in strict accordance with this Section and the EDA, after receipt by Company of a Final Certificate of Occupancy for the Improvements, Company or any Affiliate of Company shall be permitted to transfer without City consent or obtain City consent for changes in, limited partners, non-managing members, or other passive investors in Company or any Affiliate of Company, provided that **(i)** there is no Change of Control and no Change of Control is permitted under the company agreement or other agreement between Company and Affiliate, limited partner, non-managing member or other passive investor in Company, **(ii)** the management and operational control of Company and the Project remain unchanged (it being agreed that entering into, amending, replacing or terminating any management or operations contract for the Project permitted under Section 4(a)i. shall not constitute a change in the management or operational control of the Project), **(iii)** such transfers do not adversely affect Company's ability to perform its obligations under this Agreement, and **(iv)** Company obtains certification and remains responsible for verification that partners, non-managing members, or other passive investors in Company or any Affiliate of Company, including but not limited to the principals, officers and owners of each of these entities, are Eligible Entities.

(b) Approval Required for All Other Transfers. For any transfer, assignment, sale, conveyance or encumbrance other than a Permitted Transfer or a Lender Authorized Transfer under Section 4(c), City's written consent shall be required as evidenced by an amendment to the EDA duly authorized by City Council after receipt by City of Company's written notification of such proposed transfer at least sixty (60) days before the effective date thereof. City's consent may be withheld, conditioned, or delayed in its reasonable discretion and may be conditioned upon the express assumption by such transferee/assignee of all of Company's obligations set forth in the EDA and this Agreement. If required by City as a condition to approval of any such transfer, assignment, sale, conveyance or encumbrance, the potential Project Owner must assume, in writing, in an assumption agreement acceptable to City, the Project Owner's obligations under this Agreement in addition to any other obligations required under the EDA as amended. Any proposed assumption agreement or other form of assignment and/or joinder to this Agreement under this Section 4(b) shall be delivered to City in executed, recordable form prior to any such transfer, assignment, or encumbrance. This provision shall not act to waive any other restriction on transfer, assignment, or encumbrance of the Project.

(c) Lender Authorized Transfers. Notwithstanding anything to the contrary in this Agreement, for so long as any Leasehold Mortgage (as defined in the EDA) remains outstanding and City has received the notice required by Section 5.7 of the EDA, the protections, rights, limitations on liability, and transfer provisions of Section 5.7 of the EDA shall apply and control over any conflicting provision of this Agreement. The granting or perfection of any Leasehold Mortgage, any Foreclosure Event (as defined in the EDA), and any transfer to a Successor Developer or Replacement Developer (each as defined in the EDA) in accordance with Section 5.7 of the EDA (each, a "**Lender Authorized Transfer**") shall not require City's consent under Section 4(b), constitute a violation of this Agreement, or be void or voidable under Section 4(d); provided, however, that any transfer to a Replacement Developer shall be subject solely to the approval, criteria, and procedures set forth in Section 5.7.D of the EDA. Upon a Foreclosure Event, City shall recognize the Successor Developer as a Project Owner under this Agreement, and upon an approved transfer to a Replacement Developer, City shall recognize the Replacement Developer as a Project Owner under this Agreement. This Agreement and the covenants contained herein shall continue to run with and bind the applicable interest in the Property and Project following any Lender Authorized Transfer, subject to the protections, rights, and limitations on liability set forth in Section 5.7 of the EDA.

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(d) Unapproved/Unpermitted Transfers Void; Retained Liability. Any attempted transfer, assignment, sale, conveyance or encumbrance of the Project by a Project Owner in violation of this Section shall be void ab initio and shall entitle City to exercise its remedies under this Agreement and the EDA; provided that this Section 4(d) shall not apply to any Permitted Transfer or Lender Authorized Transfer. This Agreement and the covenants contained herein shall survive and be effective regardless of whether any successor or intended successor shall have assumed them pursuant to an executed assumption agreement, assignment and/or joinder of this Agreement. For the avoidance of doubt, Company shall remain responsible and liable for complying and causing all Project Owners to comply with this Agreement except (i) to the extent Company is expressly relieved under the EDA in connection with a Permitted Transfer performed in strict accordance with Section 4(a), above, (ii) to the extent Company is expressly relieved under Section 5.7 of the EDA in connection with a Lender Authorized Transfer performed in strict accordance with Section 4(c), above, or (iii) to the extent Company is expressly released through an approved transfer performed in strict accordance with both an amendment to the EDA and Section 4(b), above.

SECTION 5 - ENFORCEMENT, ADMINISTRATION, AND COMPLIANCE

(a) Default; Violations. Commencing upon filing of this Agreement in the Real Property Records, and at all times during the Construction Period, the Project shall be constructed and the Property maintained in accordance with the Construction Requirements and City Requirements. Commencing upon Completion, and at all times during the Compliance Period, the Project shall be operated and maintained in accordance with the Program Requirements and City Requirements. Should Company, including any Project Owner, cease to construct, operate, occupy, use and maintain the Project as required in this Agreement, the party failing to comply shall be in default of this Agreement; provided, however, that no delay, closure or cessation of construction or operations resulting from Force Majeure, casualty or condemnation (including during restoration of the Improvements in accordance with the EDA), or any temporary closure for repair, maintenance or remodeling permitted under the EDA, shall constitute a default of this Agreement. Company and each Project Owner agrees that each and every uncured default of this Agreement is a distinct and substantial violation and breach subject to enforcement by City as set forth herein.

(b) Cure Period. Company and Project Owner agree that any failure to comply with any provision of the Program Requirements, City Requirements or Construction Requirements shall constitute a default subject to enforcement under this Agreement only if such failure remains uncured after sixty (60) days from written notice of such failure to comply sent by City to Company and, if applicable and a joinder to this Agreement has been filed or the address is otherwise known to City, notice to Project Owner. Any cure period under this Agreement shall run concurrently with any cure period for the same or related failure under the EDA and the Use Agreement, and a cure under the EDA or the Use Agreement shall constitute a cure of the same failure under this Agreement. Company and each Project Owner acknowledges by acceptance of any deed, assignment, assumption agreement or other conveyance of any portion of the Property that such notice by City is an attempt to ensure and prioritize compliance with this Agreement, that notice of the requirements of this Agreement is provided by recording of this Agreement in the Real Property Records and that each applicable Project Owner is aware and bound by the requirements of this Agreement and has a duty to remedy such failure.

(c) Rights of Enforcement. The terms and provisions of this Agreement shall be specifically enforceable by City, at City Manager's sole and absolute discretion to identify and enforce violations except as such delegated authority is reserved by and for City Council by City Council, against Company, including but not limited to the Company and each Project Owner to the extent of the applicable Project Owner's ownership interest in the Project, and Company's successors, transferees and assigns. City may enforce this instrument and the covenants, restrictions, conditions, and other provisions set forth herein by proceedings at law or in equity against Company, Project Owner or any person violating or attempting

to violate, or in default of, any term or provision hereof, whether through act or omission.

(d) **Enforcement Remedies**. City may initiate, intervene, defend or take any other part it deems necessary in proceedings, suits, actions, mediations, arbitrations or claims of any kind. Said proceedings may include but shall not be limited to specific enforcement, temporary restraining orders, temporary and permanent injunctive relief, and/or suit for damages. Company and each Project Owner agrees that City may utilize for such purposes any and all remedies available to City, including but not limited to administrative or judicial action; provided, however, that all remedies under this Agreement shall be subject to the rights, protections and limitations on liability of any Leasehold Mortgagee, Successor Developer or Replacement Developer under Section 5.7 of the EDA and Section 4(c) of this Agreement.

(e) **Attorney's Fees.** If City prevails in a legal or equitable proceeding or suit of any kind to enforce this Agreement, City shall be entitled to recover damages, reasonable attorney's fees, and court costs from any responsible party.

(f) **Cumulative Remedies**. All remedies provided under this Agreement, including those at law or in equity, shall be cumulative and not exclusive.

(g) **No Waiver**. No failure on the part of City to enforce the terms and provisions of this Agreement shall be deemed a waiver of the operation or enforcement of such provisions or any other provision of this Agreement. The right of City to enforce this Agreement may not be waived, expressly or otherwise, and City's forbearance or failure to pursue any violation or breach of this Agreement shall in no event waive or preclude City from enforcing said violation or breach in the future or any new violation or breach. City shall not be liable for failure to enforce or delay in enforcement of this Agreement.

SECTION 6 – INDEMNIFICATION, ENVIRONMENTAL LIABILITY AND HAZARDOUS MATERIALS

(a) **Indemnity. COMPANY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, SERVANTS, VOLUNTEERS AND EMPLOYEES ("CITY PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, OR SUITS FOR PROPERTY LOSS OR PROPERTY DAMAGE AND/OR BODILY INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH COMPANY'S (OR ANY PROJECT OWNER'S) PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THE PROJECT AND/OR THE OPERATIONS, ACTIVITIES, AND SERVICES OF THE PROJECT REQUIRED HEREUNDER, INCLUDING COMPANY AFFILIATES, TRANSFEREES, SUCCESSORS, ASSIGNS, OFFICERS, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR LICENSEES AND TO INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY.**

(b) **Environmental Indemnity. COMPANY SHALL AT ALL TIMES RETAIN ANY AND ALL LIABILITIES ARISING FROM THE PRESENCE, HANDLING, TREATMENT, STORAGE, TRANSPORTATION, REMOVAL OR DISPOSAL OF HAZARDOUS MATERIALS ON THE PROPERTY.** Company shall defend, indemnify, and hold harmless City from and against any and all liabilities (including strict liability), suits, actions, claims, demands, penalties, damages (including, without limitation, lost profits, consequential damages, interest, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, attorney's fees and expenses, and remedial costs) (the foregoing are hereinafter collectively referred to as "**Liabilities**") which may now or in the future (whether before or after the culmination of the transactions contemplated by this Agreement) be incurred or suffered by City by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any warranty or covenant or the inaccuracy of any

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representation of Company contained or referred to in this Agreement and/or which may be asserted as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission, or release from the Property of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the Property or the applicability of any City Requirements or requirements of any governmental authority having jurisdiction relating to Hazardous Materials, **WHETHER OR NOT OCCASIONED WHOLLY OR IN PART BY ANY CONDITION, ACCIDENT, OR EVENT CAUSED BY ANY ACT OR OMISSION OF CITY**.

Such Liabilities shall include, without limitation: **(i)** injury or death to any person; **(ii)** damage to or loss of the use of any property; **(iii)** the cost of any demolition and rebuilding of the Improvements or any portion of the Project, repair or remediation and the preparation of any activity required by any governmental authority having jurisdiction; **(iv)** any lawsuit brought or threatened, good faith settlement reached, or governmental order relating to the presence, disposal, release or threatened release of any Hazardous Material on, from or under the Property; and **(v)** the imposition of any lien on the Property arising from the activity of Company or Company's predecessors in interest on the Property or from the existence of Hazardous Materials or Hazardous Materials Contamination upon the Property. The covenants and agreements contained in this Section shall survive the consummation of the transactions contemplated by or the expiration or termination of this Agreement.

(c) **Hazardous Materials**. Company agrees to: **(i)** give notice to City immediately upon Company's acquiring knowledge (or when Company reasonably should have acquired knowledge) of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination with a full description thereof; **(ii)** promptly, at Company's sole cost and expense, comply with any governmental authority having jurisdiction or City Requirements requiring the removal, treatment, or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide City with satisfactory evidence of such compliance; and **(iii)** provide City, within thirty (30) days after demand by City, with a bond, letter of credit, or similar financial assurance evidencing to City's satisfaction that the necessary funds are available to pay the cost of removing, treating, and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Property as a result thereof.

Company shall not cause or suffer any liens to be recorded against the Property as a consequence of, or in any way related to, the presence, remediation or disposal of Hazardous Material in or about the Property, including any state, federal or local so-called "Superfund" lien relating to such matters.

(d) **Release. The Company releases, relinquishes, and discharges City, its elected officials, officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death, including any loss of or damage to property, of the Company, its officers, employees, contractors, subcontractors, volunteers, agents, customers, invitees, or representatives that is caused by or alleged to be caused by, arises out of or in relation to this Agreement, arises in connection with any activity of Company on the Property or related to the Improvements. Both City and the Company 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 Company, its officers, employees, contractors, subcontractors, volunteers, agents, customers, invitees, or representatives, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by City, any other party released hereunder, the Company, or any third party; PROVIDED, HOWEVER, THAT THIS RELEASE SHALL NOT APPLY TO CLAIMS ARISING FROM CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

(e) **Survival**. The provisions of this Section 6 shall survive termination or expiration of this Agreement.

(f) **Governmental Function; Governmental Immunity**. As a result of any material inaccuracy in any of the representations and warranties contained in this Agreement, or as a result of any action or inaction by the Project Owner, including claims by third parties, the Project Owner agrees to **INDEMNIFY AND HOLD HARMLESS THE CITY OF COLLEGE STATION, ITS PUBLIC OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, JUDGMENTS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING REASONABLE ATTORNEY FEES, COSTS AND EXPERT FEES, WHICH MAY BE ASSERTED BY ANY THIRD PARTY OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES AND WORK TO BE PERFORMED. THE CITY OF COLLEGE STATION DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY, THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT**.

(g) **Cooperation in Suits**. Each Project Owner agrees that should any claims, demands, suits or other legal proceedings be made or instituted by any person against City which arise out of any of the matters relating to this Agreement, Project Owner will cooperate fully with City in the defense or other disposition thereof. Further, Company agrees to cooperate fully with City in any suit or proceeding to enforce this Agreement against any other Project Owner.

SECTION 7 – RESTRICTIONS ON MERGER OF ESTATES

(a) **Preservation of Separate Estates**. The Parties expressly intend that Company's leasehold estate created by the Ground Lease and the fee simple estate of the Property owned by the City shall remain separate, distinct, and independent legal estates at all times. The acquisition by Company of the fee simple interest in all or any portion of the Property shall not automatically result in a merger of the leasehold and fee simple estates.

(b) **Express Consent Required for Merger**. No merger of the Company's leasehold estate created by the Ground Lease into the fee simple estate of the Property owned by the City shall occur unless and until City, in City's sole and absolute discretion, executes and records a formal, written instrument expressly declaring and consenting to such merger. Absent such an explicit written declaration by City, the Ground Lease shall remain in full legal force and effect as a separate estate.

(c) **Survival of Obligations**. If a merger of the estates is ever officially effected, Company shall remain fully liable for all unfulfilled monetary, environmental, indemnity, and performance obligations that accrued under this Agreement prior to or as of the date of such merger.

SECTION 8 - MISCELLANEOUS

(a) **Notices**. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, delivered by hand, or delivered by any other method permitted by law, to the Parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

To City:	City Manager's Office City of College Station P.O. Box 9960 1101 Texas Ave. College Station, TX 77842 Attn: City Manager	Copy:	City Attorney's Office City of College Station P.O. Box 9960 1101 Texas Ave. College Station, TX 77842 Attn: City Attorney
To Company:	The Station Baseball, LLC 4346 Alexis Court College Station, TX 77845 Attn: Thomas Rodgers, Jr.		West, Webb, Allbritton & Gentry, P.C. 1515 Emerald Plaza College Station, TX 77845 Attn: Mike Gentry

DRAFT

Company shall provide the notice address of any Project Owner to City in conjunction with any filing of a joinder to this Agreement by Project Owner in accordance with this Agreement and any other conveyance of Property or Project to any Project Owner, including but not limited to any successor or assign qualifying as a Project Owner under this Agreement.

(b) **Severability**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(c) **Amendment**. This Agreement may not be amended or modified except by written instrument executed by both Project Owner and City, or their respective heirs, successors or assigns, which instrument shall not be effective until it is recorded in the Real Property Records.

(d) **Interpretation**. Whether **(i)** the Compliance Period has commenced, and **(ii)** this Agreement shall have been terminated or expired due to completion of the Compliance Period (including as shortened by Early Benefit Release) shall be determined in accordance with the EDA, and any dispute regarding such determination shall be resolved in accordance with the dispute resolution provisions of the EDA.

(e) **No Delegation of Legislative Authority**. This Agreement is not intended to delegate or restrict the right of City Council to exercise its legislative, regulatory, or other governmental duties and powers, including, but not limited to, zoning of any part of the Property, issuance of any permit or approval, or the exercise of City's right of eminent domain regarding any part of the Property.

(f) **Choice of Law; Venue.** This instrument shall be subject to and governed by the laws of the State of Texas. The Parties hereby submit to the jurisdiction of the state and federal courts in the State of Texas and to venue in Brazos County, Texas.

(g) **No Termination Upon Foreclosure**. This Agreement shall not terminate upon foreclosure by, or transfer in lieu of foreclosure to, any lender, investor or proceeding by any third-party not a Party to this Agreement.

(h) **Release of Record**. Within thirty (30) days after expiration of the Compliance Period (including as shortened by Early Benefit Release) or other termination of this Agreement in accordance with its terms, City shall execute, acknowledge and record in the Real Property Records a release of this Agreement and deliver a copy of the recorded release to Company; provided that such release shall not affect any provision of this Agreement that expressly survives expiration or termination.

(Signature page to immediately follow)

DRAFT

IN WITNESS WHEREOF, the Company and City affirm that they are duly authorized to execute this Agreement.

COMPANY:

THE STATION BASEBALL, LLC,
a Texas limited liability company

_____
[Name, Title]

CITY:

CITY OF COLLEGE STATION,
a Texas Home-rule Municipality

_____
Bob Yancy, Mayor

APPROVED AS TO FORM:
THIS DOCUMENT MAY NOT BE CHANGED WITHOUT RE-SUBMISSION FOR APPROVAL

_____
City Attorney

STATE OF TEXAS §
§ **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____day of _____, 202__, by: [Name, Title], of The Station Baseball, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§ **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____day of _____, 202__, by Bob Yancy, the Mayor of City of College Station, a Texas home-rule municipality, on its behalf.

_____
Notary Public in and for
the State of Texas

AFTER RECORDING, RETURN TO:
City of College Station
City Attorney's Office
P.O. Box 9960
College Station, TX 77842-9960

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(REGULATORY AGREEMENT) EXHIBIT A
PROPERTY DESCRIPTION

FIELD NOTES DESCRIPTION

OF A

62.64 ACRE TRACT

THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 62.64 ACRES IN THE THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 140.29 ACRE TRACT OF LAND, PORTIONS OF A CALLED 39.52 ACRE TRACT OF LAND AND A PORTION OF A CALLED 15.00 ACRE TRACT OF LAND, ALL THREE DESCRIBED AS TRACTS ONE, TWO AND FIVE IN A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 3900, PAGE 188 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 62.64 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod found bent in the northwest right-of-way line of William D. Fitch Parkway (a variable width right-of-way partially dedicated in Volume 495, Page 453 of the Deed Records of Brazos County, Texas and Volume 1224, Page 559 of the Official Records of Brazos County, Texas), marking the most easterly corner of said City of College Station 140.29 acre tract, from which another 5/8 inch iron rod found bent marking the common east corner of said City of College Station 140.29 acre tract and said City of College Station 15.00 acre tract, same being the east corner of Spring Meadows Subdivision Phase One, filed in Volume 5106, Page 284 (OPRBCT), bears S 41° 51' 59" W, a distance of 1,066.83 feet;

THENCE, through said City of College Station 140.29 acre tract, N 57° 43' 40" W, for a distance of 1,014.93 feet to a point for the most easterly corner and **POINT OF BEGINNING** hereof, from which the City of College Station monument CS94-138 bears S 35° 45' 25" W, a distance of 5,021.79 feet;

THENCE, continuing through said City of College Station tracts, the following forty-four (44) courses and distances:

1) **S 39° 05' 38" W a distance of 110.60 feet** to a point;
2) **S 75° 17' 32" W a distance of 44.95 feet** to a point;
3) **S 30° 09' 35" W a distance of 60.56 feet** to a point;

4) S 22° 55' 09" W a distance of 63.22 feet to a point;

5) S 32° 03' 55" W a distance of 102.08 feet to a point;

6) S 15° 42' 24" E a distance of 91.06 feet to a point;

7) S 34° 50' 15" W a distance of 102.66 feet to a point;

8) N 83° 34' 05" W a distance of 86.19 feet to a point;

9) N 61° 17' 55" W a distance of 85.38 feet to a point;

10) N 86° 32' 12" W a distance of 238.91 feet to a point;

11) S 80° 12' 32" W a distance of 212.30 feet to a point;

12) N 86° 24' 11" W a distance of 180.26 feet to a point;

13) N 33° 09' 26" W a distance of 86.62 feet to a point;

14) N 45° 38' 43" W a distance of 112.56 feet to a point;

15) S 77° 55' 23" W a distance of 28.75 feet to a point;

16) S 05° 53' 25" E a distance of 78.60 feet to a point;

17) S 10° 36' 12" W a distance of 96.78 feet to a point;

18) S 79° 44' 39" W a distance of 326.92 feet to a point;

19) N 44° 06' 08" W a distance of 232.74 feet to a point;

20) S 72° 38' 15" W a distance of 59.56 feet to a point;

21) S 22° 15' 06" E a distance of 189.58 feet to a point;

22) S 79° 55' 55" W a distance of 195.40 feet to a point;

23) S 42° 02' 49" W a distance of 72.89 feet to a point;

24) **S 41° 56' 51" W a distance of 365.36 feet** to a point for the south corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped 'RPLS 2972' found in the southwest line of said City of College Station 140.29 acre tract marking the east corner of a called 78.36 acre tract of land described in a deed to the City of College Station recorded in Volume 3900, Page 233 (OPRBCT) and the northeast corner of called 13.91 acre Parkland Dedication as shown on the plat of Woodland Hills Phase One filed in Volume 4027, Page 70 (OPRBCT) bears S 23° 29' 47" W, a distance of 717.84 feet;

25) **N 51° 56' 50" W a distance of 989.32 feet** to a point;

26) **with a non-tangent curve to the left having a radius of 79.00 feet, an arc length of 106.52 feet, a delta angle of 77° 15' 06", and a chord which bears N 40° 14' 01" W, a chord length of 98.63 feet** to a point;

27) **with a reverse curve to the right having a radius of 281.00 feet, an arc length of 16.97 feet, a delta angle of 03° 27' 35", and a chord which bears N 77° 07' 47" W, a chord length of 16.97 feet** to a point;

28) **N 37° 59' 31" E a distance of 545.86 feet** to a point;

29) **with a non-tangent curve to the right having a radius of 80.00 feet, an arc length of 225.71 feet, a delta angle of 161° 38' 58", and a chord which bears N 67° 29' 56" E, a chord length of 157.95 feet** to a point;

30) **S 82° 59' 39" E a distance of 357.89 feet** to a point;

31) **N 07° 00' 22" E a distance of 420.43 feet** to a point;

32) **N 35° 56' 13" E a distance of 225.36 feet** to a point;

33) **S 54° 03' 11" E a distance of 142.14 feet** to a point;

34) **S 80° 40' 31" E a distance of 178.56 feet** to a point;

35) **S 73° 10' 13" E a distance of 125.77 feet** to a point;

36) **S 75° 00' 52" E a distance of 69.40 feet** to a point;

37) **S 76° 11' 00" E a distance of 512.55 feet** to a point;

38) **S 72° 03' 50" E a distance of 103.26 feet** to a point;

39) **S 73° 24' 23" E a distance of 160.58 feet** to a point;

40) **N 68° 34' 19" E a distance of 142.12 feet** to a point;

41) **S 62° 29' 42" E a distance of 167.40 feet** to a point;

42) **S 42° 07' 51" E a distance of 372.69 feet** to a point;

43) **S 51° 33' 48" E a distance of 215.57 feet** to a point;

44) **S 65° 11' 07" E a distance of 82.45 feet** to the **POINT OF BEGINNING** hereof and containing **62.64 acres**, more or less.

Surveyed on the ground April 2026 under my supervision. The bearing basis for this survey is based on the Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010045254559 (calculated using GEOID12B).



10/6/26

Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT G
CONFLICT OF INTEREST CERTIFICATION AND ANTI-LOBBYING

This Conflict of Interest and Anti-Lobbying Certification is being delivered by **The Station Baseball, LLC** ("Developer") in connection with that certain Chapter 380 Economic Development Agreement by and between the City of College Station, Texas and Developer to which this certification is attached ("Agreement"). The undersigned authorized officer of Developer hereby acknowledges and certifies on behalf of Developer and any applicable Affiliate, as such term is defined in the Agreement, to the best of their knowledge and belief, that:

a. No member of the City Council has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in this Agreement with the Developer, or is financially interested, directly or indirectly, in the sale to, or purchase from, the City of any land, materials, supplies, or services except on behalf of the City; provided, however that the provisions of this section shall only be applicable when the stock owned by the member of City Council exceeds one percent (1%) of the total capital stock of the corporation;

b. No member of City Council, nor any officer or employee of the City of College Station, has accepted, directly or indirectly, any gift, privilege, or employment from the Developer, except as may be authorized by law or ordinance;

c. Developer has and shall not offer, directly or indirectly, any gift, favor, privilege, or employment to any member of City Council, officer, or employee of the City of College Station:

1. In exchange for a city official or employee's vote or similar exercise of discretion;
2. In excess of $50 in value; or
3. In the form of cash, check or gift card, regardless of dollar value.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any violation of this certification shall make the Agreement voidable by the City Council or City Manager. Submission of this certification is a prerequisite for making or entering into this Agreement.

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[Signatures on Following Page]

The undersigned Developer, under penalty of perjury, certifies or affirms the truthfulness and accuracy of each statement of this Conflict of Interest and Anti-Lobbying Certification. Undersigned Developer further certifies or affirms that Developer understands providing false representations on this certification constitutes an act of fraud.

DEVELOPER:

The Station Baseball, LLC,
a Texas limited liability company

By: South 7's, LLC,
its sole Manager,

By: _____
Thomas Rodgers, Jr.,
Its Managing Member

Date: _____

By: _____
Daniel Krueger,
Its Managing Member

Date: _____

By: CGGM Investments, LLC,
Its Managing Member

By: _____
Chad Murphy,
Its Managing Member

Date: _____

DRAFT

EXHIBIT H
CHAPTER 2264 TEXAS GOVERNMENT CODE
UNDOCUMENTED WORKER CERTIFICATION

This Undocumented Worker Certification is being delivered by **The Station Baseball, LLC** ("Developer") in connection with that certain Chapter 380 Economic Development Agreement by and between the City of College Station, Texas and Developer to which this certification is attached ("Agreement"). The undersigned authorized officer of Developer hereby acknowledges and certifies, to the best of his or her knowledge and belief, that:

1. The business receiving any public subsidies provided pursuant to the Agreement, or a branch, division or department of the business, does not and will not knowingly employ undocumented workers. For the purpose of this certification, "Public Subsidies" means incentives, loans, loan guarantees, reimbursement of fees, benefits relating to an enterprise, or an empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development or improvements designed to benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements. For purposes of this certification, "Undocumented Worker" means an individual, who at the time of employment, is not:
   A. Lawfully admitted for permanent residence to the United States; or
   B. Authorized under law to be employed in the United States.
2. Pursuant to Texas Government Code §2264.052, if, after receiving the Public Subsidies provided herein, the business entity or branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the Public Subsidy with interest accruing from the date of the violation on which the conviction is based, at the prime rate as published in the Wall Street Journal on the date of the College Station's City Council's initial approval of the Agreement. Repayment shall be made not later than the 120th day after the day the City notifies the business of the violation. As provided by Section §2264.101(c) of the Texas Government Code, Developer shall not be liable for a violation by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts. It is agreed that for purposes of this paragraph 2, but only if permissible under Texas Government Code §2264.052, (i) neither Developer nor its business, or branch, division, or department thereof, shall be deemed to have been "convicted of a violation" until all appeals have been exhausted and/or the time for all appeals has expired; and (ii) the date that "City notifies Developer of the violation" may not be earlier than the date that Developer has been "convicted of a violation" as provided in the immediately preceding subsection.

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This Certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction by Texas Government Code §2264.052.

DEVELOPER:

The Station Baseball, LLC,
a Texas limited liability company

By: South 7's, LLC,
its sole Manager,

By:_____
Thomas Rodgers, Jr.,
Its Managing Member

Date:_____

By:_____
Daniel Krueger,
Its Managing Member

Date:_____

By: CGGM Investments, LLC,
Its Managing Member

By:_____
Chad Murphy,
Its Managing Member

Date:_____

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EXHIBIT I
FORM OF ASSIGNMENT OF DESIGN PROFESSIONAL CONTRACT

ASSIGNMENT OF DESIGN PROFESSIONAL'S PLANS AND SPECIFICATIONS

As additional security for the obligations incurred pursuant to that certain Chapter 380 Economic Development Program Agreement, as amended, extended, or modified ("Agreement") between THE STATION BASEBALL, LLC, a Texas limited liability company ("Developer") whose mailing address is 4346 Alexis Court, College Station, TX 77845, Attn: Thomas Rodgers, Jr., and the CITY OF COLLEGE STATION, a Texas home rule municipality ("City") whose mailing address is PO Box 9960, College Station, Texas 77842, Attn: City Manager, which Agreement evidences the Incentives authorized to be provided to Developer by City for expenses eligible for reimbursement under the Agreement related to the development and construction of a baseball and softball sports resort complex consisting of certain Improvements subject to milestone deadlines and other terms and conditions of the Agreement ("Project") to be constructed on certain property within Midtown Business Park owned by the City and leased or anticipated to be leased to Developer under that certain ground lease between Developer and City ("Ground Lease").

Developer, hereby transfers, assigns and conveys to City, and the successors and assigns of City, all of the right, title and interest of Developer in and to those certain: **(i)** architectural drawings, plans and specifications prepared by Makers Design Collaborative, LLC ("Architect"), a limited liability company whose mailing address is PO Box 310172, New Braunfels, TX 78131, and **(ii)** engineering drawings, plans and specifications prepared by Schultz Engineering, LLC ("Engineer") a limited liability company whose mailing address is 911 Southwest Parkway East, College Station, TX 7840, (each a "Design Professional"), for Developer's use in the Project and to the full extent of Developer's agreement with each Design Professional for design of the Project (Collectively, "Plans and Specifications"). Upon the satisfaction in full of the obligations of Developer and Architect to City evidenced by the Agreement, Ground Lease and Regulatory Agreement, this Assignment of Design Professional's Plans and Specifications ("Assignment") shall become null and void.

Developer and each Design Professional, by executing the Consent to this Assignment which follows this Assignment, agrees that City does not assume any of Developer's obligations or duties concerning the Plans and Specifications, including, but not limited to, the obligation to pay for the preparation of the Plans and Specifications.

To be effective during such time as an Event of Default then exists, Developer hereby irrevocably constitutes and appoints City as its attorney-in-fact to enforce and exercise Developer's rights with respect to the Plans and Specifications, to give appropriate receipts, releases and satisfactions for and on behalf of Developer and to do any and all acts in the name of Developer or in the name of City with the same force and effect as Developer could do if this Assignment had not been made.

City shall not exercise any rights hereunder unless an Event of Default shall have occurred and is continuing, as such is defined in the City Agreement. Developer hereby represents and warrants to City that no previous assignment of its interest in the Plans and Specifications has been made; and Developer agrees not to further assign, sell, pledge, transfer, mortgage or otherwise encumber its interest in the Plans and Specifications so long as this assignment is in effect.

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Capitalized terms which are not defined in this Assignment shall have the meaning specified in the Agreement.

The parties agree that each party may sign and deliver this agreement electronically or by electronic means and that an electronic signature will be as good, binding, and effective as an original or manual signature.

DEVELOPER:

The Station Baseball, LLC,
a Texas limited liability company

By: South 7's, LLC,
its sole Manager,

By:_____
Thomas Rodgers, Jr.,
Its Managing Member

Date:_____

By:_____
Daniel Krueger,
Its Managing Member

Date:_____

By: CGGM Investments, LLC,
Its Managing Member

By:_____
Chad Murphy,
Its Managing Member

Date:_____

[Design Professional Consents Follows]

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CONSENT OF ARCHITECT
TO ASSIGNMENT OF ARCHITECT'S PLANS AND SPECIFICATIONS

The undersigned ("Design Professional") represents to City that (i) to the best of Design Professional's knowledge, the Plans and Specifications are the plans and specifications to be used in the actual construction of the Project; (ii) Design Professional, or all applicable principals or agents of Design Professional, are duly licensed to perform, conduct and engage in such activities and business necessary in drafting, reviewing and providing the Plans and Specifications to Developer for the Project in the jurisdiction or jurisdictions where such activities, business or work was performed and in which the Project is, or will be, located or constructed; (iii) the Project has been designed, as evidenced by the Plans and Specifications, in accordance with all applicable architectural barriers laws including, without limitation, the Americans With Disabilities Act (42 U.S.C. §§ 12131-12165; 47 U.S.C. §§ 155, 201, 218 and 255), The Architectural Barriers Act of 1968 (42.U.S.C. §§ 4151-4157), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.) and Tex. Gov't Code Ann. § 469.001 et seq., as amended, ordinances, rules and regulations; and (iv) the Developer has all intellectual property rights to the Plans and Specifications, including but not limited to the rights to use, reproduce and assign the Plans and Specifications.

Design Professional hereby expressly consents to the above and foregoing Assignment and agrees that, if an Event of Default (as defined in the Agreement) occurs, City is authorized to use the Plans and Specifications for the purpose of the inspection or completion of the construction, operation and use of the Project and for the maintenance and protection of the Project contemplated by the Agreement and to the extent of Developer's rights to use the Plans and Specifications.

To induce City to enter into the Agreement with Developer, Design Professional hereby agrees that no liens currently exist which Design Professional may have or be entitled to either against such Plans and Specifications or against the Project contemplated by the Agreement. Further, in the event a lien related to the Plans and Specifications or the Design Professional is found to have been filed against any portion of the Project at any point prior to Completion of Construction, Design Professional agrees to immediately release without payment or condition any liens against the property and/or the Project if requested to do so by Developer or the City.

The parties agree that each party may sign and deliver this agreement electronically or by electronic means and that an electronic signature will be as good, binding, and effective as an original or manual signature.

DESIGN PROFESSIONAL:
Makers Design Collaborative, LLC

By:_____
Nathan Brandt,
Founding Principal / Authorized Signatory

Date:_____

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CONSENT OF ENGINEER
TO ASSIGNMENT OF ENGINEERING PLANS AND SPECIFICATIONS

The undersigned ("Design Professional") represents to City that **(i)** to the best of Design Professional's knowledge, the Plans and Specifications are the plans and specifications to be used in the actual construction of the Project; **(ii)** Design Professional, or all applicable principals or agents of Design Professional, are duly licensed to perform, conduct and engage in such activities and business necessary in drafting, reviewing and providing the Plans and Specifications to Developer for the Project in the jurisdiction or jurisdictions where such activities, business or work was performed and in which the Project is, or will be, located or constructed; **(iii)** the Project has been designed, as evidenced by the Plans and Specifications, in accordance with all applicable laws; and **(iv)** the Developer has all intellectual property rights to the Plans and Specifications, including but not limited to the rights to use, reproduce and assign the Plans and Specifications.

Design Professional hereby expressly consents to the above and foregoing Assignment and agrees that, if an Event of Default (as defined in the Agreement) occurs, City is authorized to use the Plans and Specifications for the purpose of the inspection or completion of the construction, operation and use of the Project and for the maintenance and protection of the Project contemplated by the Agreement and to the extent of Developer's rights to use the Plans and Specifications.

To induce City to enter into the Agreement with Developer, Design Professional hereby agrees that no liens currently exist which Design Professional may have or be entitled to either against such Plans and Specifications or against the Project contemplated by the Agreement. Further, in the event a lien related to the Plans and Specifications or the Design Professional is found to have been filed against any portion of the Project at any point prior to Completion of Construction, Design Professional agrees to immediately release without payment or condition any liens against the property and/or the Project if requested to do so by Developer or the City.

The parties agree that each party may sign and deliver this agreement electronically or by electronic means and that an electronic signature will be as good, binding, and effective as an original or manual signature.

DESIGN PROFESSIONAL:
Schultz Engineering, LLC

By:_____
Name: _____
Title: _____

Date:_____

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EXHIBIT J
Reserved

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EXHIBIT K
FORM OF COMPLIANCE REPORTING

Annual Tournament Reporting Form

PART A – EVENT & REPORTING INFORMATION

Item	Entry
Developer / Reporting Entity	
Reporting Year	
Date of Submission	
Preparer Name & Title	
Contact Email / Phone	

PART B – TOURNAMENT DETAILS (Complete for Each Tournament Held at the Property)

Item	Entry
Tournament Name	
Event Dates (Start–End)	
Total Number of Teams	
Number of Teams Traveling More Than 50 Miles	
Average Number of Players per Team	
Estimated Total Attendance (if known)	
Estimated Overnight Stays (if known)	
Tournament Organizer Contact (optional)	

PART C – INFORMATION REQUIRED FOR EVENT IMPACT CALCULATION

Developer shall provide all data reasonably necessary to perform the tax impact calculation using the Destinations International Event Impact Calculator or comparable tool if such tool is no longer available.
Attendance or registration summary (if available)
Team list or bracket showing team origins
Any additional documentation containing event metrics

PART D – CERTIFICATION

The undersigned certifies that the information provided in this Form and all attachments is complete and accurate and provided in compliance with the Agreement.

Signature: _____ Date: _____

Printed Name & Title: _____

FOR CITY USE ONLY

Field	Entry
City Reviewer	
Date Received	
Notes	

Compliance Reporting Form

DRAFT

This Compliance Reporting Form (the "Report") is submitted by The Station Baseball, LLC ("Developer") to the City of College Station ("City") pursuant to the monitoring and reporting requirements of the Chapter 380 Economic Development Program Agreement (the "EDA"). Capitalized terms used but not defined herein have the meanings given in the EDA. The Developer certifies that the information provided is true and correct to the best of its knowledge.

Instructions: Complete Part A (Reporting Period Information) for every submission. During the construction period, complete Parts B and C (Quarterly). After issuance of the Final Certificate of Occupancy, complete Parts A, D, and E (Annual). Attach all supporting documentation referenced herein.

PART A: REPORTING PERIOD INFORMATION

Field	Entry
Project Name:	_____
Developer / Reporting Entity:	The Station Baseball, LLC
Report Type:	☐ Quarterly (Construction Period) ☐ Annual (Post-Construction)
Reporting Period (From – To):	_____ – _____
Date of Submission:	_____
Prepared By (Name/Title):	_____
Contact Email / Phone:	_____

PART B: MAJOR DEADLINES COMPLIANCE (Quarterly)

Report the status of each applicable Major Deadline under the EDA. Attach explanation for any deadline not met and any approved extension.

Major Deadline (Milestone)	Required Date	Status (Met / Not Met / N/A)	Actual / Projected Date	Notes
____	____	____	____	____
____	____	____	____	____
____	____	____	____	____
____	____	____	____	____
____	____	____	____	____

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PART C: CONSTRUCTION-PERIOD QUARTERLY REPORTING

C-1. Capital Investment

Report capital investment to date against the Project Budget. Submit paid construction invoices and G702/703 backup documentation.

Category	Budgeted Amount	Invested This Quarter	Cumulative Invested to Date	% of Budget
____	____	____	____	____
____	____	____	____	____
____	____	____	____	____
____	____	____	____	____

C-2. Construction Progress & Barriers

Describe construction progress during the reporting period and any barriers to progress.

Construction Progress Narrative:

_____

_____

_____

Barriers to Progress / Mitigation:

_____

_____

_____

C-3. Required Attachments (Quarterly)

☐ Copies of paid invoices for the reporting period
☐ Evidence of appropriate lien waivers
☐ Documentation supporting capital investment figures
☐ Explanation of any missed Major Deadline and any approved extension

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PART D: POST-CONSTRUCTION ANNUAL REPORTING

Beginning with the first full reporting year after issuance of the Final Certificate of Occupancy, report the following operational metrics for the reporting period.

D-1. Tournament & Attendance Metrics

Metric	This Reporting Period	Next Reporting Period (Projected)
Number of Tournaments completed	____	____
Number of Tournaments booked	____	____
Estimated total attendance (all Tournaments)	____	____
Estimated # of non-Brazos County resident visitors (3.5x # of out-of-town players)	____	____

D-2. Facility Availability & Public Use

Item	Response
Number of fields available for use under the Use Agreement:	____
Number of City community-use dates provided:	____
Number of Brazos Valley Bombers home games hosted:	____

D-3. Capital Replacement / Maintenance Status

Describe the current status of any planned capital replacements, improvements, or maintenance to the Improvements, including the Replacement Reserve account status.

Capital Replacement / Maintenance Narrative:

_____

_____

_____

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PART E: PROPERTY VALUATION (City-Initiated Monitoring)

The EDA references an anticipated increase in property valuation resulting from the Improvements. The following is provided for the City's internal monitoring purposes.

Valuation Item	Amount / Value	Source
Appraised value of Improvements (current year):	____	____
Appraised value of leasehold/possessory interest (if any):	____	____
Prior year appraised value:	____	____
Year-over-year change:	____	____

PART F: CERTIFICATION

The undersigned, a duly authorized representative of the Developer, certifies that this Report and all attachments are true, correct, and complete to the best of his/her knowledge, and that the Developer is in compliance with the terms of the EDA except as expressly noted herein.

Signature: _____

Printed Name / Title: _____

Date: _____

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FOR CITY USE ONLY

City Reviewer	Date Received	Date Reviewed	Compliance Determination	Notes
____	____	____	____	____

November 23, 2026
Item No. 9.1.
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 November 24th thru December 10th:

November 24 - Chamber Ag Breakfast
November 24 - Miracle at Dry Bean Saloon VIP Event
November 26 - Thanksgiving Day | City Offices Closed
November 27 - Day after Thanksgiving | City Offices Closed
December 1 - Audit Committee Meeting
December 1 - Zoning Board of Adjustment Meeting
December 2 - B/CS Metropolitan Planning Organization Policy Board Meeting
December 2 - Legislative Affairs Committee Meeting
December 2 - Tourism Meeting
December 2 - Housing Plan Advisory Committee Meeting
December 3 - Naturalization Ceremony
December 5 - 36th Annual Jingle Bell Fun Run
December 5 - Christmas Parade
December 7 - Audit Committee Meeting
December 7 - Historic Preservation Committee Meeting
December 8 - George H.W. Bush Award for Excellence in Public Service - Honoring Dan Quayle
December 9 - TML Region 10 Meeting
December 10 - Rock Prairie Management District No. 2
December 10 - City Council Meeting Day

Budget & Financial Summary: None.

Attachments:
None

November 23, 2026
Item No. 10.1.
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