

December 11, 2025
Item No. 7.10.
Brazos Transit District 2024-2025 Funding Agreement

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Brazos Transit District in the amount of \$334,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2024-2025 budget process the City Council requested funding for Brazos Transit District in the amount of \$334,000. The full amount of \$334,000 is to provide public mobility and specialized transportation services through bus service only in College Station with the funds from this Agreement.

Budget & Financial Summary: This was originally budgeted in the FY25 Budget. A budget amendment will be presented in January 2026 to cover the cost of the contract. Contract negotiations were not completed until November 2025.

Attachments:

1. 25300514 - BTDCS Funding Agreement 24-25 AL



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300514 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for payment and use of General Funds with Brazos Transit District

Name of Contractor: Brazos Transit District

CONTRACT TOTAL VALUE: \$ 334,000.00 **Grant Funded** Yes ☐ No ☒
If yes, what is the grant number:

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

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

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

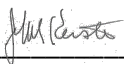
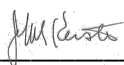
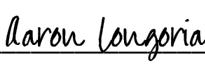
Funding for this contract will be in FY26 budget amendment #1 - General Fund - Budget Code: 10019100-6720

CRC Approval Date*: 11/12/2025 **Council Approval Date*:** 12/11/2025 **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

<u></u>	<u>11/13/2025</u>
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	DATE
<u></u>	<u>11/13/2025</u>
ASST CITY MGR – CFO	DATE
<u></u>	<u>11/13/2025</u>
LEGAL DEPARTMENT	DATE

APPROVED & EXECUTED

<u> </u>	<u> </u>
CITY MANAGER	DATE
<u>N/A</u>	<u>N/A</u>
MAYOR (if applicable)	DATE
<u>N/A</u>	<u>N/A</u>
CITY SECRETARY (if applicable)	DATE

9.12.23 UPDATED

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
BRAZOS TRANSIT DISTRICT**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **BRAZOS TRANSIT DISTRICT**, a Political Subdivision of the State of Texas (“Agency”).

WHEREAS, City has a strategic plan with an initiative of improving mobility; and

WHEREAS, Agency’s purpose is to facilitate mobility in urban and rural communities through the provision of public and specialized transportation services and projects, and

WHEREAS, Agency has transitioned from small urban to large urban and into a new funding pool and formula resulting in a reduction in federal and state funding, and

WHEREAS, the City desires to assist Agency in improving mobility only in College Station, and

WHEREAS, the City of Bryan and Brazos County have entered into, or intend to enter into, separate funding agreements with Agency to assist Agency in improving mobility in Bryan, Texas and Brazos County, respectively, and

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

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Brazos Transit District a Political Subdivision as defined in its bylaws.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Contract Quarter means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II STATEMENT OF WORK

2.1 Purpose of Funding. The Agency facilitates mobility in urban and rural communities through the provision of public and specialized transportation services and projects. The Agency will provide public mobility and specialized transportation services through its bus service only in College Station with the funds from this Agreement.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City. For the avoidance of doubt, Agency events or promotional programs as described herein are limited to those intended for public participation or promotion, and do not include Agency's internal events, meetings or trainings.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **THREE HUNDRED THIRTY-FOUR THOUSAND DOLLARS AND NO/100 CENTS (\$334,000.00)** from the City's General Fund. The appropriated funds shall be used during the period of **October 1, 2024 to September 30, 2025**. Payment is made with one initial installment of **\$222,666.68** after execution of this Agreement followed by four monthly installments of **\$27,833.33**.

3.2 Monthly Payments will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures pertaining to the City of College Station area materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

ARTICLE IV RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to City's accounting practices, however if said conformance is not required in the event of any conflict between the City's accounting practices and Agency's accounting requirements under

separate agreements between Agency and the Federal Transit Administration or the Texas Department of Transportation.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted. For the avoidance of doubt, and as further described in Article II, Agency is to provide services only in College Station with the funds from this Agreement and any monitoring review must be related to Agency's use of funds in College Station.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting, or as soon as finalized, with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within fifteen (15) days after approval of the minutes upon request from the City.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2024, and terminates at midnight September 30, 2025. Only those expenditures authorized under the Statement of Work, which are actually incurred during the Agreement term are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) **For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d) Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City
 - (2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period
 - (3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used

improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency.

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. To the extent permitted by the Constitution and the laws of the State of Texas, the Agency shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by

the Agency and funded 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 Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII INSURANCE

8.1 The Agency 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 services performed by the Agency, its officers, agents, volunteers, and employees.

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

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

8.3 Types. Agency shall have the following types of insurance:

- (a)** Commercial General Liability;
- (b)** Business Automobile Liability; and
- (c)** Workers' Compensation/Employer's Liability.

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit D**; and shall be approved by the City before work begins.
- (c) Agency 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.

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$300,000 per occurrence for bodily injury and property damage. Agency is a political subdivision of the State of Texas and subject to the Texas Torts Claim Act.

- (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.

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

- (a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, for services in College Station then Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

9.8 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.

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

9.10 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 organizations.

9.11 Waiver of Terms. 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 either 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. 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.

9.12 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

9.14 Counterparts. 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.

9.15 Invalid Provisions. 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.

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

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Brazos Transit District
Wendy Weedon
Chief Executive Officer
2117 Nuches Lane
Bryan, Texas 77803

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

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

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency 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 Agreement against a firearm entity or firearm trade association; and

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

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance

BRAZOS TRANSIT DISTRICT

By: Wendy Weedon

Printed Name: Wendy Weedon

Title: Chief Executive Officer

Date: 11/13/2025

CITY OF COLLEGE STATION

City Manager

Date: _____

Aaron Longoria
City Attorney

Date: 11/13/2025

John Castro

Assistant City Manager

Date: 11/13/2025

EXHIBIT A
STATEMENT OF FINANCIAL POSITION

Brazos Transit District
Balance Sheet - Balance Sheet
As of 3/31/2025

		<u>Current Year</u>
Assets		
10000	Operating	7,544,361.74
10100	Payroll	2,013.47
11100	Commercial Bank of Texas	7,882.34
12600	Petty Cash	50.00
12800	Spare Parts Inventory	105,365.60
13000	Accounts Receivable	2,567,311.00
13500	Deferred Outflows - Pension Activities	361,021.00
13600	Land	7,511,648.63
13700	Buildings	33,196,179.00
13800	Renovation	3,458,484.00
14000	Property & Equipment	36,134,681.00
14100	Less: Accumulated Depreciation	(28,063,579.00)
14200	Construction in Progress	572,996.00
20550	New CC AP Clearing	<u>(1,850.00)</u>
Total Assets		<u><u>63,396,564.78</u></u>
Liabilities		
20000	Accounts Payable	12,733.92
20600	Net Pension Liability	(1,238,248.00)
21000	Accured Salaries	53,966.76
21100	Federal Withholding Payable	(4,550.07)
21200	FICA Payable	(9,081.22)
21300	TEC Payable	45,288.46
21400	Workers Comp Payable	113,315.21
21500	Health Insurance Payable	21,901.37
21600	Child Support Payable	(578.71)
21800	Flex Plan Payable	(750.00)
22100	Life Insurance Payable	8,115.91
22200	Disability Insurance Payable	68,238.13
22300	Retirement Payable	(27,860.59)
22600	Elective Retirement	(26.30)
23100	Medical Reimbursement Payable	52.29
23300	Child Care Payable	6,428.70
23600	Deferred Inflows	264,781.00
29000	Accrued Annual Leave	<u>191,055.14</u>
Total Liabilities		<u>(495,218.00)</u>
Fund Balance		
		<u>63,893,632.83</u>
Total Fund Balance		<u><u>63,893,632.83</u></u>
Total Liability and Fund Balance		<u><u>63,398,414.83</u></u>

Brazos Transit District
Urban Program Sect. 5307
From 10/01/2024 Through 03/31/2025

	<u>Current Year Actual</u>
Revenues	
Federal Grants	1,501,183.00
Insurance	19,419.04
State Grants	265,778.00
Passanger Fares	110,767.40
Total Revenues	1,897,147.44
Expenditures	
Labor	1,118,110.32
Fuels and Lubricants	177,585.93
Tires and Tubes	41,405.00
Other Materials and Supplies	91,739.79
Fringe Benefits	302,539.90
Miscellaneous Expenses	89,936.17
Services	157,973.06
Utilites/Telephone	69,881.66
Insurance	93,449.60
Taxes	32,787.19
Total Expenditures	2,175,408.62
Balance	(278,261.18)

EXHIBIT B
NARRATIVE SUMMARY OF ACTIVITY

EXHIBIT C
PERFORMANCE MEASURES