

Table of Contents

Agenda	3
Consent No. 2a - Minutes	
Cover Sheet Rev	7
Workshop	8
Regular	13
Joint Meeting	17
Consent No. 2b - Ordering General Election (Solicitando Elecciones Generales)	
Coversheet Rev.	19
Ordinance (English).	20
Ordinance (Spanish)	24
Consent No. 2c - ILA with Brazos County for Election Services (Acuerdo Interlocal con el Condado de Brazos para los Servicios de Elecciones)	
Coversheet Rev.	29
ILA (English)	30
ILA (Spanish)	33
Consent No. 2d - Railroad Crossing Agreement with Union Pacific Railroad	
Coversheet Rev.	36
RR Permit Locations	37
Consent No. 2e - Brazos Valley Wide Area Communications System (BVWACS) ILA - Renewal	
Coversheet Rev.	38
BVWACS Resolution	39
BVWACS ILA	41
Consent No. 2f - Brazos Valley Council of Governments ILA - Renewal	
Coversheet Rev.	98
BVWACS_BVCOG Resolution	99
BVWACS_BVCOG ILA	101
Consent No. 2g - A Resolution Approving Parks and Recreation Department User Fees Game Day Car and RV Parking	
Coversheet Rev.	117
1 - CSTX RV Camping Form WA Tarrow 8-9-2013_clean	118
2 - CSTX RV Camping Policies WA Tarrow 8-9-2013_clean	119
3 - Signed Resolution Setting Fees	123
Consent No. 2h - Ratify Emergency Water Line Repairs	
Coversheet Rev.	124
Proposal.	125
Consent No. 2i - Exemption for Wellborn Wheeling ILA	
Coversheet Rev.	126
Consent No. 2j - Professional Audit Services Renewal	

Coversheet Rev.	127
Signed Renewal #4	128
Consent No. 2k - Bryan/College Station Chamber of Commerce Funding Agreement	
Cover Sheet Rev	129
Consent No. 2L - Auto & Truck Paint & Body Repair Contract Renewal	
Cover Sheet Rev	130
Renewal Agreement	131
Consent No. 2m - Renewal of Annual Price Agreement for Type D Hot Mix Asphalt Installed	
Cover Sheet Rev	134
Renewal Agreement	135
Consent No. 2n - Loading Zone on University Drive at College Main	
Cover Sheet Rev	136
Ordinance.	137
Map	141
Regular No. 1 - Public Hearing for FY2013-2014 Proposed Budget	
Cover Sheet REV.	142
Regular No. 2 - Public Hearing for The Barracks II Rezoning	
Background Information.	143
Photos.	144
P&Z Minutes	146
Rezoning Map.	148
Concept Plan	149
Ordinance.	150

**Mayor**

Nancy Berry

Mayor Pro Tem

Karl Mooney

Interim City Manager

Kathy Merrill

Council members

Blanche Brick

Jess Fields

John Nichols

Julie M. Schultz

James Benham

Agenda
College Station City Council
Regular Meeting
Thursday, August 22, 2013 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request.

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.
 - a. Presentation, possible action, and discussion of minutes for:
 - August 8, 2013 Workshop
 - August 8, 2013 Regular Council Meeting
 - August 13, 2013 Joint Meeting with CSISD
 - b. Presentation, possible action, and discussion on an ordinance authorizing a General Election to be held on November 5, 2013, for the purpose of electing a Mayor and a City Councilmember, Place 2, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. Presentación, posible acción y discusión sobre una ordenanza autorizando Elecciones Generales para celebrarse el 5 de noviembre de 2013, con el propósito de elegir a un Alcalde y a un Miembro del Consejo, Puesto número 2, por medio de los votantes calificados de

la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para dirigir las elecciones.

- c. Presentation, possible action and discussion on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election that will be held on Tuesday, November 5, 2013. Presentación, posible acción y discusión de un acuerdo gubernamental interlocal con el Condado de Brazos para dirigir y administrar las Elecciones Generales de la Ciudad de College Station que se celebrarán el martes 5 de noviembre de 2013.
- d. Presentation, possible action and discussion regarding approval of four Railroad Crossing Agreements with Union Pacific Railroad for the installation of electric conduits at three locations under the railroad tracks at Wellborn and Patricia, Louise, Maple and an overhead crossing at Wellborn and F&B Road for a one-time licensee and administration fee of \$70,300 for all agreements and locations.
- e. Presentation, possible action, and discussion regarding approval of a resolution adopting the first restatement of the interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, and Texas A&M University to provide for the construction, acquisition, implementation, operation, and maintenance of the Brazos Valley Wide Area Communications System (BVWACS).
- f. Presentation, possible action, and discussion regarding approval of the resolution of the interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, Texas A&M University, and Brazos Valley Council of Governments; designating the Brazos Valley Council of Governments as the Managing Entity for the Brazos Valley Wide Area Communications System (BVWACS).
- g. Presentation, possible action, and discussion regarding approval of a resolution for Parks and Recreation Department User Fees for single car and self contained RV camping at W.A. Tarrow Park parking lot.
- h. Presentation, possible action, and discussion regarding ratification of construction contract 13-369 with Elliott Construction to repair the 24-inch water line at Dartmouth and FM-2818 in the amount of \$140,704.
- i. Presentation, possible action, and discussion regarding approval for City Manager to expend up to \$75,000 in FY-13 under the Wellborn SUD Wheeling ILA.
- j. Presentation, possible action, and discussion regarding the renewal of contract 09-268 between the City of College Station and Ingram, Wallis & Co., P.C. in the amount of \$95,000.00 for the purposes of Professional Auditing Services for the fiscal year ending on September 30, 2013.
- k. Presentation, possible action and discussion on approving the Hotel Tax Fund funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY13 totaling \$25,000, and approving the budget for the Bryan/College Station Chamber of Commerce related to the Hotel Tax funding.
- l. Presentation, possible action and discussion regarding the renewal of service contract 11-307 with Cal's Body Shop for annual automobile and truck paint and body repairs in an amount not to exceed \$60,000.00.
- m. Presentation, possible action and discussion regarding the renewal of Contract 12-254 with Brazos Paving Inc. for the Purchase and Installation of Type D Hot Mix Asphalt in the amount of \$944,200.00.

- n. Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to create a loading zone on University Drive east of College Main to as much as possible, meet the desires of the area merchants and the Memorandum of Understanding between the City of College Station and the Northgate District Association (NDA).

Regular Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

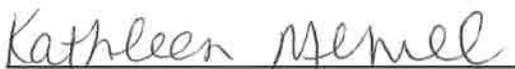
If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. Public hearing, presentation, possible action, and discussion on the City of College Station FY2013-2014 Proposed Budget.
2. Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 59 acres for the property located in the Crawford Burnett League Abstract No. 7, College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 108.88 acre tract as described by a deed to Heath Phillips Investments, LLC, Recorded in Volume 9627, Page 73 of the Official Public Records of Brazos County, Texas, more generally located at 3100 Haupt Road from PDD Planned Development District to PDD Planned Development District with additional uses and amendments to the previously approved concept plan for the Barracks II.

Adjourn.

If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:



City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, August 22, 2013 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 16th day of August, 2013 at 5:00 p.m.

Sherry Mashburn by 
City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on August 16, 2013 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: _____ by _____.

Dated this ____ day of _____, 2013 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2013.

Notary Public – Brazos County, Texas My commission expires: _____

The building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov . Council meetings are broadcast live on Cable Access Channel 19.

August 22, 2013
City Council Consent Agenda Item No. 2a
City Council Minutes

To: Kathy Merrill, Interim City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion of minutes for:

- August 8, 2013 Workshop
- August 8, 2013 Regular Council Meeting
- August 13, 2013 Joint Meeting with CSISD

Attachments:

- August 8, 2013 Workshop
- August 8, 2013 Regular Council Meeting
- August 13, 2013 Joint Meeting with CSISD

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
AUGUST 8, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor, absent

Council:

Blanche Brick, absent
Jess Fields
Karl Mooney
John Nichols
Julie Schultz
James Benham, absent

City Staff:

Kathy Merrill, Interim City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Pro Tem Mooney at 4:31 p.m. on Thursday, August 8, 2013 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:31 p.m. on Thursday, August 8, 2013 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023.

- Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, No. 11-003172-CV-272, in the 272nd District Court of Brazos County, TX
- Cause No. 12-002918-CV-361; Tom Jagielski v. City of College Station; In the 361st Judicial District Court, Brazos County, Texas
- Robyn Taylor, individually and as next friend of Faith Taylor, a minor child v. Lincoln Recreation Center, Cause No. 13-001244-CV-361, in the 361st District Court, Brazos County, Texas

B. Consultation with Attorney to seek advice; to wit:

- Legal advice regarding acquisition of property located generally on the east side of State Highway 6 in the vicinity of Barron Road in College Station.

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

- Property located generally on the east side of State Highway 6 in the vicinity of Barron Road in College Station.
- Property located generally near the northeast intersection of University Drive and Lodge Street in College Station.

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

- City Manager

The Executive Session adjourned at 5:43 p.m.

3. Take action, if any, on Executive Session.

No action was required from Executive Session.

4. Presentation, possible action, and discussion on items listed on the consent agenda.

Items 2c, 2d, 2f, and 2g were pulled for discussion.

2c: Chuck Gilman, Director of Capital Projects, explained the change order was broken into two pieces for an environmental study and to take recommendations from the study to create a 30% set of plans.

2d: Chuck Gilman, Director of Capital Projects, clarified the bid and why it came in higher than the estimate. Jeff Kersten, Executive Director of Fiscal Services, reported on the City's investments in past capital improvements for Veterans Park.

2f: Chuck Gilman, Director of Capital Projects, confirmed this item is only due to special circumstances. This study is for a traffic management plan.

2g: Dave Coleman, Director of Water Services, explained this will enable the City to have future expansion in this area with very little infrastructure costs.

2m: Councilmember Fields thanked Debbie Eller for her assistance.

5. Presentation, possible action, and discussion on the FY 2013-2014 Proposed Budget.

Jeff Kersten, Executive Director of Fiscal Services, presented an overview of the proposed FY2013-2014 Budget. The total proposed net budget is \$255,408,261 with \$215,769,002 for operations and maintenance, and \$39,639,259 for capital projects. This is an increase over last year's budget of just under 1%. Several key budget points were noted: the City is moving forward after several years of reductions and realignment of the organization; the City has experienced continued economic recovery resulting in strong new property values and sales tax revenue increases; and the City has seen continued growth in major areas, such as higher education, the Medical District, the Bio Corridor, healthcare, the Northgate/University Drive Corridor, and housing. There are also new opportunities for additional growth with agreements for preferred facilities access at TAMU facilities. We are planning for new power supply opportunities. Providing competitive and sustainable pay and benefits is another key component of the budget. All this, while at the same time, the City is maintaining priority service levels, enhancing certain priority service levels, and continuing to invest in capital infrastructure for a growing community in both new and existing infrastructure.

The Council is faced with several significant policy decisions, including the selection of a new City Manager, the creation of two new Municipal Management Districts in the Medical District, and consideration of planning for a 2015 General Obligation Bond Election for Infrastructure Projects.

A continued economic recovery is evidenced by a 4.82% increase in property values, with certified values at a little over \$6.2 billion. Staff is recommending the effective tax rate of 42.5958 cents per \$100 valuation. This is lower than the current tax rate of 43.0687 cents. This will provide funding for debt service (19.3053 cents) and operations and maintenance (23.2905 cents). Sales tax continues to be strong, and the FY13 sales tax is projected to be higher than forecast. The growth rate for FY14 is 2.6%, indicating a stronger economy.

Council was reminded of the organizational restructuring and streamlining that has occurred in the recent past. Over the last four years, the budget has been reduced by \$7.6 million and 53.75 positions were eliminated in FY11-13. Resources were shifted, and Public Safety was increased by 45 positions from FY09-13.

This proposed budget includes competitive and sustainable pay and benefits to attract and retain a well qualified workforce. The budget proposes a 3% pay increase and to continue with the Police Step Plan, and Fire and Electric Plans. Health insurance and TMRS retirement will be maintained. Priority service levels will be maintained, and in some instances, increased. The City will continue to invest in its capital infrastructure.

The base budget will fund our current service levels. It maintains the current service levels, but not all needs are addressed. Service level increases can be found in additional Public Safety resources and in Streets and Transportation. Staff is recommending the adoption of the effective tax rate (42.5958 cents) and a commercial sanitation rate increase. No electric, water,

wastewater, or drainage rate increases are proposed. Additional projects may be funded if additional resources are realized, such as through the sale of property.

Workshops to discuss the budget in detail are scheduled for August 19 and 20. If needed, an additional workshop may be held on August 21. A Public Hearing is scheduled for August 22, with the budget and tax rate scheduled to be adopted on September 12.

No action was required.

6. Presentation, possible action, and discussion regarding the results of a Wastewater Master Plan Update for the Northgate area.

Dave Coleman, Director of Water Services, stated they had launched an update on the Wastewater Master Plan. Excess capacity exists for currently planned developments and assumes Campus Pointe will be served by TAMU. At the present growth rate, improvements must start in FY16. The Hensel Park Lift Station, which serves all of Northgate, will need to be expanded for a build-out capacity of 2,800 gpm. The Northeast Trunkline spans from Northgate to CCWWTP. The trunkline currently has an adequate capacity for recent/anticipated development projects, but with additional loading from the Northgate area, the line will eventually need to be upsized. Modeling scenarios also identified that Culpepper Street and Cooner Street sewer lines need to be upsized. Both upgrades are ongoing projects; Culpepper with the ACC Development, and Cooner with the CDBG project.

No action was required.

Mayor Pro Tem Mooney recessed the workshop at 7:01.

At 8:05 the workshop reconvened.

7. Council Calendar

- August 13 Joint Meeting with CS Council and CSISD at CSISD Transportation Center, 6:00 p.m.**
- August 14 CSISD - New Teacher Luncheon at Pebble Creek Country Club, 12:00 p.m.**
- August 14 Reception Honoring Newly Appointed Douglas Borchardt - President of Blinn College Board of Trustees at RVP, 4:00 p.m.**
- August 15 P & Z Workshop/Meeting in Council Chambers at 6:00 p.m. (Jess Fields, Liaison - Julie Schultz will substitute)**
- August 19 City Council Budget Workshop Meeting at CSU Meeting Training Facility - Assembly Room - 1603 Graham Road, 4:00 p.m.**
- August 20 City Council Budget Workshop Meeting at CSU Meeting Training Facility - Assembly Room - 1603 Graham Road, 4:00 p.m.**
- August 21 RVP Board Meeting at RVP, 3:00 p.m.**
- August 21 City Council Budget Workshop Meeting at CSU Meeting Training Facility - Assembly Room - 1603 Graham Road, 4:00 p.m.**

August 22 Executive Session/Workshop/Regular Meeting at 4:30, 6:00 & 7:00 p.m.

Council reviewed the calendar.

8. Presentation, possible action, and discussion on future agenda items: a Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Councilmember Nichols requested a discussion on the strategic vision for HOT funds.

9. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.

Councilmember Nichols reported on the transportation sub-committee.

10. Adjournment

MOTION: There being no further business, Mayor Pro Tem Mooney adjourned the workshop of the College Station City Council at 8:12 p.m. on Thursday, August 8, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
AUGUST 8, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor, absent

Council:

Blanche Brick, absent
Jess Fields
Karl Mooney
John Nichols
Julie Schultz
James Benham, absent

City Staff:

Kathy Merrill, Interim City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Pro Tem Mooney at 7:01 p.m. on Thursday, August 8, 2013 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

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

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Schultz, the City Council voted four (4) for and none (0) opposed, to approve Mayor Berry's and Councilmembers Benham's and Brick's Absence Requests. The motion carried unanimously.

Citizen Comments

There were no citizen comments.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:

- July 25, 2013 Workshop
- July 25 2013 Regular Council Meeting

2b. Presentation, possible action, and discussion regarding moving the October 10, 2013 Regular Meeting date to Monday, October 7, 2013.

2c. Presentation, possible action, and discussion regarding change order #1 to the professional services contract with HDR Engineering, Inc. in the amount of \$105,427.80 for the University Drive Pedestrian Improvements Phase 2 Preliminary Engineering Report (PER).

2d. Presentation, possible action and discussion regarding construction contract 13-267 in the amount of \$3,929,599.12 to Dudley Construction Ltd for the construction of synthetic turf athletic fields at Veterans Park.

2e. Presentation, possible action and discussion regarding an ILA with Texas A&M University to split the cost of a consultant contract to perform a traffic study to update the City's Go With the Green plan.

2f. Presentation, possible action and discussion regarding a consultant contract with Freese and Nichols to conduct a Texas A&M home football game traffic study and update the City's Go With the Green plan. The cost of the consultant contract is \$99,223, with one-half of the contract amount being paid to the City by Texas A&M University pursuant to an ILA.

2g. Presentation, possible action, and discussion action to consider amended version #3 of the Inter-Local Agreement with Texas A&M, to provide sewer service to each other's facilities in various locations.

2h. Presentation, possible action, and discussion concerning the City Internal Auditor's Fire Department Asset Management Audit.

2i. Presentation, possible action, and discussion regarding approval of the first renewal of copying and printing services price agreements. The estimated annual expenditures related to copying and printing services are to be renewed as follows: Tops Printing \$40,000; Copy Corner \$40,000; Office Depot \$20,000; Cerqa \$20,000.

2j. Presentation, possible action, and discussion on calling a public hearing on the City of College Station FY 2013-2014 Proposed Budget for Thursday August 22, 2013 at 7:00 PM in the City Hall Council Chambers.

2k. Presentation, possible action and discussion on a bid award for the purchase of various pad-mounted distribution transformers to be maintained in inventory to KBS, \$81,350.00 and Priester-Mell & Nicholson, \$30,893.00, for a total of \$112,243.00.

2l. Presentation, possible action, and discussion regarding approval of Resolution 08-08-13-2l, that will authorize City staff to negotiate for the purchase of an easement needed for the Thirty Inch (30") Transmission Line Reinstallation Project (the "Project").

2m. Presentation, possible action, and discussion regarding Resolution 08-08-13-2m, for the proposed Community Development FY 2014 (PY 2013) Action Plan and Budget.

Items 2d and 2m were pulled for a separate vote.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Nichols, the City Council voted four (0) for and none (0) opposed, to approve the Consent Agenda, less items 2d and 2m. The motion carried unanimously.

(2d)MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Schultz, the City Council voted three (3) for and one (1) opposed, with Councilmember Fields voting against, to approve construction contract 13-267 in the amount of \$3,929,599.12 to Dudley Construction Ltd for the construction of synthetic turf athletic fields at Veterans Park. The motion carried.

(2m)MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Nichols, the City Council voted three (3) for and one (1) opposed, with Councilmember Fields voting against, to adopt Resolution 08-08-13-2m for the proposed Community Development FY 2014 (PY 2013) Action Plan and Budget. The motion carried.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion approving Ordinance 2013-3511, vacating and abandoning a 5,077-square foot public utility easement and a 624-square foot public utility easement on Lots 5R-1 and 7, Block 1 of the Graham Corner Plaza Subdivision according to the plat recorded in Volume 9326, Page 216 of the Deed Records of Brazos County, Texas.

At approximately 7:12 p.m., Mayor Pro Tem Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:12 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Schultz, the City Council voted four (4) for and none (0) opposed, to adopt Ordinance 2013-3511, vacating and abandoning a 5,077-square foot public utility easement and a 624-square foot public utility easement on Lots 5R-1 and 7, Block 1 of the Graham Corner Plaza Subdivision according to the plat recorded in Volume 9326, Page 216 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2013-3512, amending Chapter 12, “Unified Development Ordinance”, Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas by 75.07 acres located in Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, recorded in Volume 6985, Page 42, of the Official Records of Brazos County, Texas, more generally located south of William D. Fitch between Barron Road and Victoria Avenue from R-1 Single-Family Residential and A-O Agricultural Open to PDD Planned Development District.

At approximately 7:19 p.m., Mayor Pro Tem Mooney opened the Public Hearing.

Arthur Langrish, 4201 Colchester Court, presented a letter signed by thirteen residents agreeing with the content of his letter, along with a map, see attached. They are opposed to the re-zoning request as presented. They are requesting a buffer zone if the PDD zoning is granted.

Natalie Ruiz, 511 University Drive, owner's representative, said they wanted to do something a little bit different, but compatible with Castlegate. Residents within 200 feet of the development were notified, and she met with some of those residents. The PDD is identical to Castlegate.

Brent Garner, 4203 Colchester Court, asked if the homes would be like the student housing owned by the developer further up the road, or would they be single-family homes.

There being no further comments, the Public Hearing was closed at 7:41p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Schultz, the City Council voted four (4) for and none (0) opposed, to adopt Ordinance 2013-3512, amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by 75.07 acres located in Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, recorded in Volume 6985, Page 42, of the Official Records of Brazos County, Texas, more generally located south of William D. Fitch between Barron Road and Victoria Avenue from R-1 Single-Family Residential and A-O Agricultural Open to PDD Planned Development District, as presented. The motion carried unanimously.

3. Adjournment.

MOTION: There being no further business, Mayor Pro Tem Mooney adjourned the Regular Meeting of the City Council at 8:04 p.m. on Thursday, August 8, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE JOINT MEETING WITH
THE CITY OF COLLEGE STATION CITY COUNCIL
AND THE COLLEGE STATION I.S.D. BOARD
AUGUST 13, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Council Present:

Karl Mooney, Mayor Pro Tem
Jess Fields
John Nichols
Julie Schultz

School Board Present

Valerie Jochen, President
Paul Dorsett, Vice President
Jeff Harris, Secretary
Carol Barrett
Kimberly McAdams
Randall Pitcock
Garland Watson

City Staff:

Kathy Merrill, Interim City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary

1. Call to Order and Announce a Quorum is Present

With quorums present, the College Station City Council and College Station I.S.D. Board were called to order by Mayor Pro Tem Karl Mooney and President Valerie Jochen, respectively, at 6:32 p.m. on Tuesday, August 13, 2013 in the CSISD Transportation Center, 9304 Rock Prairie Road, College Station, Texas 77845.

2. Consideration, discussion and possible action related to a November 5, 2013 CSISD Bond Proposal and possible projects to be considered in that Bond Proposal.

Dr. Coulson, CSISD Superintendent, provided some basic information on the proposed bond election. A key question is what do we need to do in College Station in terms of planning for growth. A bond proposal will be brought before school board within the next week or so. The reality is that the district is growing by 3%-4% each year. We will need a ninth elementary school in the near future. The proposal will include this new school, plus renovations and upgrades for existing facilities for about \$12 million. Upgrades, including security upgrades, to CSHS are proposed in the amount of \$3.9 million. Additional projects, such as land acquisition, additional school buses, and a new school to house an alternative high school are also included in the proposal. They are proposing \$83.5 million for the total bond package. There will be a tax

rate impact to debt service in the neighborhood of 7 or 8 cents. The district may only tax what bonds have been approved and has to stay within the 50 cent statutory limit.

Dr. Coulson reported that the Board discussed the natatorium as late as last night. The estimated cost is \$30 million. There would be a net loss to the district of \$300,000 on the maintenance and operations. If they were to decide to build a pool, then there would be \$30 million on top of the \$83 million bond proposal presented earlier.

3. Consideration, discussion and possible action related to the purchase of College Station Conference Center by CSISD.

This item was not discussed.

4. Consideration, discussion and possible action related to agreements between the City and College Station ISD, including, but not limited to, Kids Klub and School Resource Officers.

Dr. Coulson reported the District is moving forward to taking over Kids Klub completely. An amended ILA will be coming before Council to document the transition. They have hired a community director. As for the school resource officers, the District partners with the City for four officers. In the past, the financial split has been 50/50. However, the District recently agreed to a three-year ILA with the District paying 75%.

5. Adjournment

MOTION: There being no further business, the Joint Meeting with the College Station I.S.D. Board was adjourned at 7:44 p.m. on Tuesday, August 13, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

August 22, 2013

Fecha: el 22 de agosto de 2013

City Council Consent Agenda Item No. 2b

Acuerdo del Orden del Día del Consejo de la Ciudad

Ordering General Election

Solicitando Elecciones Generales

To (Para): Mayor and Council (*el Alcalde y el Consejo*)

cc: Kathy Merrill, Interim City Manager (*Gerente Interina de la Ciudad*)

From (De): Sherry Mashburn, City Secretary (*Secretaria de la Ciudad*)

Agenda Caption (Título del Orden del Día): Presentation, possible action, and discussion on an ordinance authorizing a General Election to be held on November 5, 2013, for the purpose of electing a Mayor and a City Councilmember, Place 2, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. *Presentación, posible acción y discusión sobre una ordenanza autorizando Elecciones Generales para celebrarse el 5 de noviembre de 2013, con el propósito de elegir a un Alcalde y a un Miembro del Consejo, Puesto número 2, por medio de los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para dirigir las elecciones.*

Recommendation (Recomendación): Approve as presented to the City Council. *Aprobar después de ser presentado al Consejo de la Ciudad.*

Summary (Resumen): The ordinance calls a general election to be held on November 5, 2013 and provides a possible run-off date of December 10, 2013. *La ordenanza convoca a elecciones generales para celebrarse el 5 de noviembre de 2013 y proporciona una fecha posible de segunda vuelta para el 10 de diciembre de 2013.*

Budget & Financial Summary (Presupuesto y Resumen Financiero): The Brazos County Clerk provided a conservative estimate of \$65,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz. *El Oficial del Condado de Brazos proporcionó un presupuesto conservador de \$65,000 para las elecciones de este año. El costo se repartirá entre las entidades presentes en la boleta. Esto no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá publicarse en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.*

Attachments (Documento adjunto):

- Ordinance (*Ordenanza*)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2013, FOR THE PURPOSE OF ELECTING A MAYOR AND A CITY COUNCILMEMBER, PLACE 2, BY THE QUALIFIED VOTERS OF THE CITY OF COLLEGE STATION; ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR CONDUCTING THE ELECTION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION:

SECTION 1. A general election is ordered to be held by the City of College Station (the “City”) at the various polling places and election precincts within the corporate limits of the City, as hereinafter designated, on November 5, 2013 from the hours of 7:00 a.m. to 7:00 p.m. This general election will be conducted jointly with Brazos County and will be administered for the City by the Brazos County Clerk, but this general election is not a county-wide election. At this election the qualified voters of the City will elect a Mayor and a City Councilmember for Place 2 with each position having a term of three years.

SECTION 2. Should any candidate in the general election fail to receive a majority vote, then in that event a runoff election shall be ordered for every place in the general election to which no one was elected as required by Section 17 (d) of the City Charter, as amended. In the event it becomes necessary to conduct a runoff election, it shall be held on Tuesday, December 10, 2013. Canvass of the returns of the runoff election, if necessary, shall be held no earlier than the 8th day and no later than the 11th day following the date of the runoff election.

SECTION 3. The polling places for each precinct for this election shall be as follows:

PRECINCT NO.	POLLING PLACE LOCATION
8	Parkway Baptist Church 1501 Southwest Parkway College Station, Texas
9	Justice of the Peace, Pct. 3 Office 1500 George Bush Drive College Station, Texas
10, 80	Living Hope Baptist Church 4170 State Highway 6, South College Station, Texas
20	Memorial Student Center (MSC), Room 526 Texas A&M Campus, Joe Routt Blvd. College Station, Texas
21	College Heights Assembly of God 4100 Old College Rd. Bryan, Texas

24, 53, 58	College Station Fire Station #6 610 University Dr. East College Station, Texas
31	Larry J. Ringer Library 1818 Harvey Mitchell Parkway College Station, Texas
33, 49, 72, 74,	Lincoln Center 1000 Eleanor College Station, Texas
34	College Station City Hall 1101 Texas Avenue College Station, Texas
35	College Station ISD Administration Building 1812 Welsh College Station, Texas
39	St. Francis Episcopal Church 1101 Rock Prairie Road College Station, Texas
40	Aldersgate Methodist Church 2201 Earl Rudder Freeway College Station, Texas
41	Christ United Methodist Church 4201 State Highway 6, South College Station, Texas
65, 69, 71	Wellborn Community Center 4119 W. Greens Prairie Road College Station, Texas
68	Peach Creek Community Center 2216 Peach Creek Road College Station, Texas

SECTION 4. Joint early voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance for the general election shall be October 21 through November 1, 2013. Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance. The Early Voting Clerk for said elections shall be the County Clerk. She shall determine the number of election workers to be hired and arrange for training of all election workers. Early voting by personal appearance for the general election shall be conducted jointly at the locations and on the following dates and times specified by the Brazos County Clerk:

Brazos County Administration Building – 200 S. Texas Ave., Bryan, Texas

Arena Hall – 2906 Tabor Road, Bryan, Texas
Galilee Baptist Church – 804 N. Logan, Bryan, Texas
College Station Utilities Meeting & Training Facility – 1603 Graham Rod, College Station, Texas
Memorial Student Center - Room 526, A&M Campus, Joe Routt Blvd., College Station, Texas

October 21 – October 25 8:00 am – 5:00 pm
Monday – Friday

October 26 8:00 am – 8:00 pm
Saturday

October 27 10:00 am – 3:00 pm
Sunday

October 28 – November 1 8:00 am – 8:00 pm
Monday – Friday

SECTION 5. Early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code. The address of 300 E. 26th Street, Suite 120, Bryan, Texas 77803, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City.

SECTION 6. All early votes and other votes to be processed in accordance with early voting procedures pursuant to the Texas Election Code shall be delivered to the Early Voting Ballot Board at the Brazos County Clerk's office. Early votes shall be counted at the central counting station. The Early Voting Ballot Board shall perform in accordance with applicable provisions of the Election Code.

SECTION 7. A Direct Record Electronic ("DRE") System, as the term is defined in the Texas Election Code, shall be utilized in connection with the election. This system shall be utilized for all early voting as well as for all precinct voting conducted on election day. The Brazos County Clerk will appoint a programmer, who shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and in each of the various precincts on election day. The central counting station is established as the Brazos Center, 3232 Briarcrest Drive, Bryan, Texas.

SECTION 8. The Brazos County Clerk will appoint the Early Voting Ballot Board, a Presiding Judge of the Central Counting Station, a Tabulation Supervisor of the Central Counting Station, and a Central Counting Station Manager.

SECTION 9. The election will be held in accordance with the provisions of the Charter and Ordinances of the City of College Station and the laws of the State of Texas.

SECTION 10. Notice of the election, including a Spanish translation thereof, will be published at least once in a newspaper published in College Station on or after October 6, 2013 and on or before October 26, 2013, and will be posted on the bulletin board at City Hall on or before October 15, 2013.

SECTION 11. A writ of election as required by the Texas Election Code will be delivered on or before October 21, 2013 by the Brazos County Clerk to the presiding and alternate judges of each election precinct in which the election is ordered to be held.

SECTION 12. Testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with Subchapter D of Chapter 127 of the Texas Election Code.

SECTION 13. The rate of compensation to be paid judges, clerks, and assistants to the Central Counting Station Presiding Judge and Tabulation Supervisor for services rendered during the election will be compensated at the rate of no more than \$9.00 per hour.

SECTION 14. The additional compensation to be paid judges who deliver returns of the election is established at \$25.00.

SECTION 15. If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 16. That this ordinance shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of College Station this ____ day of _____, 2013.

CITY OF COLLEGE STATION:

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

APPROVED AS TO FORM:



Carla Robinson, City Attorney

ORDENANZA NO. _____

UNA ORDENANZA AUTORIZANDO ELECCIONES GENERALES A CELEBRARSE EL 5 DE NOVIEMBRE DE 2013, CON EL PROPÓSITO DE ELEGIR A UN ALCALDE Y A UN MIEMBRO DEL CONSEJO, NÚMERO 2, POR LOS VOTANTES CALIFICADOS DE LA CIUDAD DE COLLEGE STATION; ESTABLECIENDO LOS CENTROS DE VOTACIONES TEMPRANAS Y CENTROS DE VOTACIONES PARA EL DÍA DE LAS ELECCIONES; Y LOS ARREGLOS NECESARIOS PARA DIRIGIR DICHAS ELECCIONES.

POR LO TANTO, EL CONSEJO DE LA CIUDAD DE COLLEGE STATION ORDENA LO SIGUIENTE:

SECCIÓN 1. Se ordenan elecciones generales a celebrarse para la Ciudad de College Station (la “Ciudad”) en los diferentes centros de votaciones y distritos electorales dentro de los límites corporativos de la Ciudad, como se designa en este documento, el 5 de noviembre de 2013 de las 7:00 a.m. a las 7:00 p.m. Estas elecciones generales de la Ciudad se celebrarán conjuntamente con el Condado de Brazos y serán administradas para la Ciudad por el Oficial de Elecciones del Condado de Brazos; pero estas elecciones generales no serán elecciones para todo el condado. En estas elecciones, los votantes calificados de la Ciudad elegirán a un Alcalde y a un Miembro del Consejo para el Puesto número 2. Cada puesto servirá un término de tres años.

SECCIÓN 2. Si algún candidato en las elecciones generales no recibiese una mayoría de votos, entonces en esa ocasión se ordenarán elecciones de segunda vuelta para cada puesto en las elecciones generales en las cuales nadie fue elegido como se requiere en la Sección 17 (d) de los Estatutos de la Ciudad, según enmendada. En caso fuese necesario realizar elecciones de segunda vuelta, se celebrarán el día martes 10 de diciembre de 2013. El escrutinio de los votos de las elecciones de segunda vuelta, si fuese necesario, se hará el 8^{vo} día y no antes de esa fecha y a más tardar el 11^{vo} día a partir de la fecha de elecciones de segunda vuelta.

SECCIÓN 3. Los Centros de Votaciones para cada distrito serán los siguientes:

DISTRITO NO.	CENTROS DE VOTACIONES
8	Parkway Baptist Church [Iglesia Bautista Parkway] 1501 Southwest Parkway College Station, Texas
9	Justice of the Peace, Pct. 3 Office [Juez de Paz, distrito 3 Oficina] 1500 George Bush Drive College Station, Texas
10, 80	Living Hope Baptist Church [Iglesia Bautista Living Hope] 4170 State Highway 6, South College Station, Texas
20	Memorial Student Center (MSC), Room 526 [Centro Conmemorativo Estudiantil Salón 526] Texas A&M Campus, Joe Routt Blvd. College Station, Texas

21	College Heights Assembly of God [Asamblea de Dios de College Heights] 4100 Old College Rd. Bryan, Texas
24, 53, 58	College Station Fire Station #6 [Estación de Bomberos de College Station # 6] 610 University Dr. East College Station, Texas
31	Larry J. Ringer Library [Biblioteca Larry J. Ringer] 1818 Harvey Mitchell Parkway College Station, Texas
33, 49, 72, 74,	Lincoln Center [Centro Lincoln] 1000 Eleanor College Station, Texas
34	College Station City Hall [Municipalidad de College Station] 1101 Texas Avenue College Station, Texas
35	College Station ISD Administration Building [Edificio Administrativo del Distrito Escolar Independiente de College Station] 1812 Welsh College Station, Texas
39	St. Francis Episcopal Church [Iglesia Episcopal St. Francis] 1101 Rock Prairie Road College Station, Texas
40	Aldersgate Methodist Church [Iglesia Metodista Aldersgate] 2201 Earl Rudder Freeway College Station, Texas
41	Christ United Methodist Church [Iglesia Metodista Christ United] 4201 State Highway 6, South College Station, Texas
65, 69, 71	Wellborn Community Center [Centro Comunitario de Wellborn] 4119 W. Greens Prairie Road College Station, Texas
68	Peach Creek Community Center [Centro Comunitario de Peach Creek] 2216 Peach Creek Road College Station, Texas

SECCIÓN 4. Las elecciones tempranas conjuntas se realizarán en persona y por correo. El período para las votaciones tempranas en persona para las elecciones generales será del 21 de octubre al 1^o de noviembre de 2013. Las boletas electorales de escaneo óptico serán utilizadas

conexión con las elecciones. Este sistema será utilizado para todas las votaciones tempranas así como también para todas las votaciones realizadas en los distritos el día de las elecciones. El Oficial del Condado de Brazos nombrará a un programador para preparar un programa para el equipo de tabulación automático. Se proporcionará suficiente equipo para votar en las votaciones tempranas así como también en cada uno de los diferentes distritos el día de las elecciones. La estación central de conteo estará en el *Brazos Center, 3232 Briarcrest Drive, Bryan, Texas*.

SECCIÓN 8. El Oficial del Condado de Brazos nombrará a la Junta de Boleta de Votaciones Tempranas, un Juez que preside en la Estación Central de Conteo, un Supervisor de Tabulación de la Estación Central de Conteo y a un Gerente de la Estación Central de Conteo.

SECCIÓN 9. Las elecciones se celebrarán de acuerdo con las provisiones de los Estatutos y Ordenanzas de la Ciudad de College Station y con las leyes del Estado de Texas.

SECCIÓN 10. La Notificación de las Elecciones, incluyendo la respectiva traducción al idioma español, se publicará por lo menos una vez en un periódico publicado en College Station el día 6 de octubre de 2013 ó después de esa fecha y el día 26 de octubre de 2013 ó antes de esa fecha, y se colocará en el tablero de avisos de la Municipalidad el día 15 de octubre de 2013 ó antes de esa fecha.

SECCIÓN 11. Una orden de elecciones, requerida por el Código de Elecciones de Texas, será entregada el día 21 de octubre de 2013, ó antes de esa fecha, por el Oficial del Condado de Brazos al juez que preside y a los jueces alternos de cada distrito electoral en el cual se ordena celebrar elecciones.

SECCIÓN 12. Se harán las respectivas pruebas del equipo de tabulación automático y los resultados de dichas pruebas se entregarán de acuerdo con el Subcapítulo D del Capítulo 127 del Código de Elecciones de Texas.

SECCIÓN 13. La tasa de compensación a pagarle a los jueces, trabajadores y asistentes del Juez que Preside y del Supervisor de Tabulación de la Estación Central de Conteo, por sus servicios durante las elecciones será compensada a una tasa de no más de \$9.00 por hora.

SECCIÓN 14. La compensación adicional a pagarles a los jueces que entregan los resultados de la elección será de \$25.00.

SECCIÓN 15. Si alguna parte de esta Ordenanza se considera inválida por una corte de jurisdicción competente, las provisiones restantes de esta Ordenanza permanecerán en vigencia plena.

SECCIÓN 16. Que esta ordenanza entrará en efecto inmediatamente después de adoptada.

APROBADA Y ADOPTADA por el Consejo de la Ciudad de College Station el ____ día del mes de _____ de 2013.

CIUDAD DE COLLEGE STATION:

Nancy Berry, Alcalde

DOY FE:

Sherry Mashburn, Secretaria de la Ciudad

APROBADO EN CUANTO A FORMA:

Carla A. Robinson

Carla Robinson, Abogada de la Ciudad

August 22, 2013

Fecha: el día 22 de agosto de 2013

City Council Consent Agenda Item No. 2c

Orden Del Día del Consejo de la Ciudad Punto No. 2c

ILA with Brazos County for Election Services

Acuerdo Interlocal con el Condado de Brazos para los Servicios de Elecciones

To (Para): Kathy Merrill, Interim City Manager (*Gerente Interina de la Ciudad*)

From (De): Sherry Mashburn, City Secretary (*Secretaria de la Ciudad*)

Agenda Caption (*Título del Orden del Día*): Presentation, possible action and discussion on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election that will be held on Tuesday, November 5, 2013. *Presentación, posible acción y discusión de un acuerdo gubernamental interlocal con el Condado de Brazos para dirigir y administrar las Elecciones Generales de la Ciudad de College Station que se celebrarán el martes 5 de noviembre de 2013.*

Summary (*Resumen*): A General Election will be held on November 5, 2013 for the purpose of electing a Mayor, and a City Councilmember, Place 2. *Se celebrarán Elecciones Generales el 5 de noviembre de 2013 con el propósito de elegir a un Alcalde y a un Miembro del Consejo, Puesto número 2.*

Budget & Financial Summary (*Presupuesto y Resumen Financiero*): The Brazos County Clerk provided a conservative estimate of \$65,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz. *El Oficial del Condado de Brazos proporcionó un presupuesto conservador de \$65,000 para las elecciones de este año. El costo se repartirá entre las entidades presentes en la boleta. Esto no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá publicarse en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.*

- **Attachments** (*Documento adjunto*): Interlocal Agreement with Brazos County (*Acuerdo Interlocal con el Condado de Brazos*) **Legal has reviewed and approved. (*Legal ha examinado y aprobado*)

INTERLOCAL GOVERNMENT AGREEMENT
Joint Election

This agreement is made this ____ day of _____, 2013, by and between Brazos County (“the County”) and the City of College Station (“the City”).

WHEREAS, Brazos County will conduct a general election on Tuesday, November 5, 2013; and

WHEREAS, the City of College Station has called for a General Election to be held within the city limits of College Station, Texas, on November 5, 2013; and

WHEREAS, Brazos County and the City of College Station will hold elections on the same day; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of the entities;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the City under the following terms and conditions, and the parties hereto agree with said conditions:

1. That there shall be one ballot that contains all appropriate races and propositions available for qualified voters of the two entities.
2. That there shall be one set of voting equipment to be used at the common polling places.
3. That election forms to be used and records to be maintained in a manner convenient and adequate to record and report the results of the election for the County and the City.
4. That the joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.
5. That each entity shall be responsible for the preparation, publication and Spanish translations of its own Notice of Election and Order of Election.
6. That the implementation, conduct and management of said election shall be by the Brazos County Clerk. The Brazos County Clerk is hereby designated as the Chief Election Official and Early Voting Clerk for the two entities for the elections to be held on November 5, 2013. The implementation, conduct and management of the election shall include, but not be limited to:
 - A. The securing of qualified individuals to serve as election judges for each polling place.
 - B. The securing of locations and facilities where the election is to be conducted.
 - C. The securing of the election materials and supplies requisite to the proper administration of the election, and the programming and preparation of DRE voting equipment to be used in the election.
 - D. The securing of a contract with an independent, qualified contractor for election services and supplies

- E. The Brazos County Clerk will be responsible for the conduct of joint early voting by personal appearance and by mail, with the Brazos County Administration Building, Arena Hall, Galilee Baptist Church, Memorial Student Center, and College Station Utilities Meeting and Training facility as the locations for early voting by personal appearance.
7. The amount to be paid by the City to the County for services rendered by the County in the November 5, 2013, election is:
 - A. Brazos County will first fund all costs in full, other than the publication of each entity's Notice of Election.
 - B. The City of College Station will reimburse the County for certain costs as follows:
 1. One-fifth (1/5) the cost for payment of the early voting election workers. The locations are, the Brazos County Administration Building, Arena Hall, Galilee Baptist Church, Memorial Student Center, and College Station Utilities Meeting and Training facility.
 2. One-fifth (1/5) the cost paid to Texas Voting Systems for election services and supplies.
 3. Each entity shall fund one-third (1/3) the expenses of the election day polling places within its City limits, when that entity has items appearing on the ballot for that precinct.
 4. One-fifth (1/5) of the cost of publication for all jointly required notices.
 5. The cost of rental of two (2) DRE voting equipment used in the precinct in which the City has items appearing on the ballot for that precinct.
 6. One-fifth (1/5) the cost of the Early Ballot Board, Central Counting Station, the tabulation supervisor and data processing manager.
 7. Administrative fee of 10% for the City's portion of expenses as allowed in the Texas Election Code.
 8. Should any of the five governmental entities that hold elections on the uniform election date (Brazos County, City of Bryan, City of College Station, Bryan ISD, College Station ISD) cancel all or part of their elections, then the distribution of expenses above shall be prorated accordingly.
 9. The financial obligations of the parties under this agreement are payable from current revenues of the respective parties.
 10. That the undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED AND AGREED this _____ day of _____, 2013.

BRAZOS COUNTY



Karen McQueen, County Clerk

CITY OF COLLEGE STATION

Nancy Berry, Mayor

Carla Robinson, City Attorney

Attest:

Sherry Mashburn, City Secretary

ACUERDO DE GOBIERNO INTERLOCAL

Elecciones Conjuntas

El presente acuerdo se realiza el _____ día del mes de _____ de 2013, por y entre el Condado de Brazos (“el Condado”) y la Ciudad de College Station (“la Ciudad”).

CONSIDERANDO que el Condado de Brazos celebrará elecciones generales el día martes 5 de noviembre de 2013; y

CONSIDERANDO que la Ciudad de College Station ha convocado Elecciones Generales para realizarse dentro de los límites de la ciudad de College Station, Texas, el 5 de noviembre de 2013; y

CONSIDERANDO que el Condado de Brazos y la Ciudad de College Station celebrarán elecciones el mismo día; y

CONSIDERANDO que las partes de este acuerdo desean celebrar elecciones conjuntas para que les sea conveniente y costo-efectivo a los votantes de ambas entidades;

AHORA, CONSIDERANDO, SE ACUERDA que el Condado y la Ciudad celebrarán elecciones conjuntas bajo los términos y condiciones siguientes, y que las partes presentes están de acuerdo con dichas condiciones:

1. Que habrá una boleta que contenga todas las nominaciones apropiadas y las propuestas disponibles para los votantes calificados de ambas entidades.
2. Que habrá un juego de equipo necesario para las votaciones a ser utilizado en los centros de votaciones comunes.
3. Que los formularios de elecciones utilizados y los registros llevados deberán mantenerse de una manera conveniente y adecuada para registrar y reportar los resultados de las elecciones para el Condado y para la Ciudad.
4. Que la tabulación conjunta de los resultados de los distritos se hará de una manera que facilite el escrutinio de los votos de forma independiente para ambas entidades.
5. Que cada entidad será responsable de la preparación, publicación y traducción al idioma español de sus propios documentos denominados Notificación de Elecciones y Orden de Elecciones.
6. Que la implementación, realización y manejo de dichas elecciones será dirigida por el Oficial del Condado de Brazos. El Oficial del Condado de Brazos es nombrado, por el presente acuerdo, el Oficial Encargado de las Elecciones y será el Oficial de la Elecciones Tempranas para ambas entidades, para las elecciones a celebrarse el 5 de noviembre de 2013. La implementación, realización y manejo de las elecciones incluirá, pero no se limitará a lo siguiente:
 - A. Conseguir individuos calificados para servir como jueces de las elecciones para cada centro de votaciones.
 - B. Conseguir los lugares y las instalaciones donde se realizarán las elecciones.

- C. Conseguir los materiales de elecciones y demás materiales requeridos para administrar apropiadamente las elecciones, y la programación y preparación del equipo de votaciones DRE a ser utilizado en las elecciones.
 - D. Conseguir un contrato con un contratista independiente calificado para que proporcione los servicios y los materiales necesarios para las elecciones.
 - E. El Oficial del Condado de Brazos será el responsable de dirigir las votaciones tempranas conjuntas en persona y por correo. Los centros de votaciones para las votaciones tempranas en persona serán los siguientes: El Edificio Administrativo del Condado de Brazos [*Brazos County Administration Building*], El Salón Arena [*Arena Hall*], la Iglesia Bautista Galilee [*Galilee Baptist Church*], el Centro Conmemorativo Estudiantil [*Memorial Student Center*] y el Edificio de Conferencias y Capacitación de la Empresa Eléctrica de College Station [*College Station Utilities Meeting and Training facility*].
7. La cantidad que la Ciudad le deberá pagar al Condado por servicios ofrecidos por el Condado en las elecciones del 5 de noviembre de 2013, se detalla a continuación:
- A. El Condado de Brazos primero pondrá todos los fondos menos la publicación de la Notificación de Elecciones que deberá hacer cada entidad.
 - B. La Ciudad de College Station le reembolsará al Condado ciertos costos como se detalla a continuación:
 1. Un quinto (1/5) del costo del pago a los empleados contratados para las elecciones tempranas. Los centros de votaciones serán: El Edificio Administrativo del Condado de Brazos [*Brazos County Administration Building*], El Salón Arena [*Arena Hall*], la Iglesia Bautista Galilee [*Galilee Baptist Church*], el Centro Conmemorativo Estudiantil [*Memorial Student Center*], y el Edificio de Conferencias y Capacitación de la Empresa Eléctrica de College Station [*College Station Utilities Meeting and Training facility*].
 2. Un quinto (1/5) del costo pagado a la compañía *Texas Voting Systems* por materiales y servicios de las elecciones.
 3. Cada entidad pondrá los fondos necesarios para cubrir un tercio (1/3) de los gastos de los centros de votaciones el día de las elecciones, dentro de los límites de cada ciudad, cuando la entidad tiene nominaciones que aparecen en la boleta para dicho distrito.
 4. Un quinto (1/5) del costo de las publicaciones de todas las notificaciones conjuntas necesarias.
 5. El costo de dos (2) equipos para votaciones DRE alquilados para ser utilizados en los distritos en los cuales la Ciudad tiene nominaciones que aparecen en la boleta para ese distrito.
 6. Un quinto (1/5) del costo del pago de la Junta de Boleta de Elecciones Tempranas, de la Estación Central de Conteo, y del supervisor de tabulación y del gerente de procesamiento de datos.

7. La cuota administrativa del 10% por la parte de los gastos de la Ciudad como lo es permitido en el Código de Elecciones de Texas.
8. Si alguna de las cinco entidades gubernamentales que celebra elecciones en la fecha uniforme (Condado de Brazos, Ciudad de Bryan, Ciudad de College Station, Distrito Escolar Independiente de Bryan, Distrito Escolar Independiente de College Station) cancela toda o parte de las elecciones, entonces la distribución de los gastos mencionados anteriormente serán prorrateada como corresponde.
9. Las obligaciones financieras de las partes bajo este acuerdo se pagarán de los ingresos actuales de las partes respectivas.
10. Que los que firman a continuación son los representantes debidamente autorizados por los entes reguladores de ambas entidades, y sus firmas representan la adopción y aceptación de los términos y condiciones de este acuerdo.

APPROBADO Y ACORDADO el _____ día del mes de _____ de 2013.

CONDADO DE BRAZOS



Karen McQueen, Oficial del Condado

CIUDAD DE COLLEGE STATION

Nancy Berry, Alcalde

Carla Robinson, Abogada de la Ciudad

Doy fe:

Sherry Mashburn, Secretaria de la Ciudad

August 22, 2013
Consent Agenda Item No. 2d
Railroad Crossing Agreement with Union Pacific Railroad

To: Kathy Merrill, Interim City Manager

From: Timothy Crabb, Director of Electric Utilities

Agenda Caption: Presentation, possible action and discussion regarding approval of four Railroad Crossing Agreements with Union Pacific Railroad for the installation of electric conduits at three locations under the railroad tracks at Wellborn and Patricia, Louise, Maple and an overhead crossing at Wellborn and F&B Road for a one-time licensee and administration fee of \$70,300 for all agreements and locations.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the four Railroad Crossing Agreements.

Summary: The Northgate Substation is under construction to provide electric service to the Northgate and Bio-corridor areas. To provide electric feeder routes into the Northgate area we must install electric conduit under the railroad tracks and Wellborn Road at Patricia, Louise and Maple streets with an overhead crossing at Wellborn and F&B Rd. Permits are required from Union Pacific Railroad for this work with a one-time licensee and administration fee of \$70,300.00

Permit license and administration fee per location:

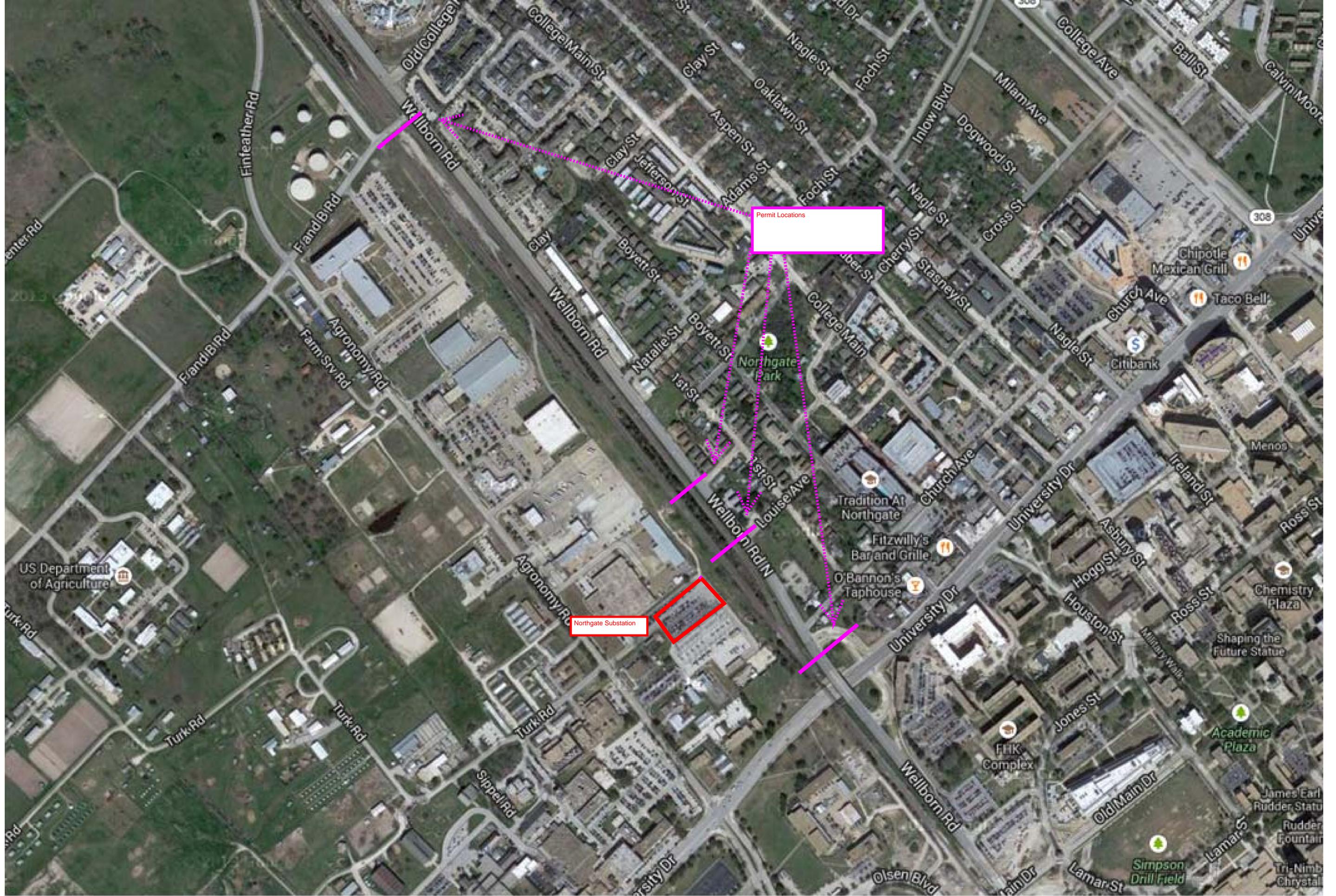
Wellborn & Patricia - \$14,500
Wellborn & Louise - \$17,500
Wellborn & Maple - \$30,500
Wellborn & F&B - \$7,800

Budget & Financial Summary: Funds are available in the Electric Capital Improvements budget.

Reviewed and Approved by Legal: Yes

Attachments:

1. Agreements – On file in City Secretary's Office
2. Location Map



August 22, 2013
Consent Agenda Item No. 2e
Brazos Valley Wide Area Communications System (BVWACS) ILA - Renewal

To: Kathy Merrill, Interim City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution adopting the first restatement of the interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, and Texas A&M University to provide for the construction, acquisition, implementation, operation, and maintenance of the Brazos Valley Wide Area Communications System (BVWACS).

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the resolution.

Summary: This resolution approves the renewal for five years of the interlocal agreement for the construction, acquisition, implementation, operation, and maintenance of the Brazos Valley Wide Area Communications System (BVWACS) which expires on September 30, 2013.

The ILA was approved by the BVWACS Governing Board for submission to the BVWACS Parties on July 17, 2013.

This action continues the Brazos Valley Wide Area Communications System (BVWACS), including the governing and operating structure.

Budget & Financial Summary:

Annual Funding for BVWACS Operations and Capital expenses is included in the IT Department Operating Budget. FY 14 Operating and Capital expenses were approved by Council on May 9, 2013.

Reviewed and Approved by Legal: Yes

Attachments:

BVWACS Resolution
BVWACS ILA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE FIRST RESTATEMENT OF THE INTERLOCAL AGREEMENT WITH THE CITY OF BRYAN, CITY OF BRENHAM, BRAZOS COUNTY, WASHINGTON COUNTY, AND TEXAS A&M UNIVERSITY TO PROVIDE FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION AND MAINTENANCE OF THE BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM (BVWACS).

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform governmental functions or services including public safety and emergency management; and

WHEREAS, the City Council of the City of College Station, Texas, desires to renew an agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, and Texas A&M University for the construction, acquisition, implementation, operation and maintenance of a regional interoperable radio system; and

WHEREAS, the City Council of the City of College Station, Texas, desires to support interoperable communications for public safety and emergency management agencies; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby approves the first restatement of the interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, and Texas A&M University for the construction, acquisition, implementation, operation and maintenance of a regional interoperable radio system referred to as the Brazos Valley Wide Area Communications System. A copy of such agreement which is attached hereto as Exhibit "A" and incorporated herein.

PART 2: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2013.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

**FIRST RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM (BVWACS)**

STATE OF TEXAS §
COUNTIES OF BRAZOS AND WASHINGTON §

This Agreement is by and among the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, and Texas A & M University.

RECITALS

- A. The BVWACS Parties are combining their resources and desire to jointly operate and maintain the Brazos Valley Wide Area Communications System to improve the ability of public safety and public service radio communications internally and among themselves, and to allow direct access to, and exchange of data.

- B. The BVWACS Parties desire to continue to join their Wide Area Communications System with the regional communications system of Harris County, Texas, and to create a mechanism to effectively administrate this endeavor pursuant to a separate agreement with Harris County in a manner consistent with this Agreement.

- C. The BVWACS Parties desire to provide for the organizational structure and funding support for the construction, acquisition, implementation, operation and maintenance of the Wide Area Communications System.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants herein, the BVWACS Parties agree as follows:

1. **Definitions.**

1.A. Annual Assessment means the proportionate share determined in accordance with that BVWACS Party's participation share as shown on Exhibit A of that Fiscal Year's Capital Costs and Operating Costs based on the approved Budget.

1.B. Brazos County means the corporate and political body of the state of Texas known as Brazos County.

1.C. Brenham means the City of Brenham.

1.D. Bryan means the City of Bryan

1.E. BVWACS Associates means those entities that are sponsored by a BVWACS Party that are eligible to use the licensed frequencies under FCC rules and regulations, that are using the BVWACS and that are not BVWACS Parties pursuant to the terms of this Agreement.

1.F. BVWACS Managing Entity means the Brazos Valley Council of Governments contracted to supervise the performance of this Agreement or any other BVWACS Party or third party entity designated to perform this function pursuant to the terms of this Agreement and pursuant to Section 791.013 Texas Government Code.

1.G. BVWACS Parties means the state political subdivisions that have entered into this Agreement for the construction, acquisition, implementation, operation and maintenance of the BVWACS, including Bryan, College Station, Brenham, Brazos County, Washington County, and Texas A & M University. Additional parties may be added from time to time pursuant to the terms of this Agreement.

1.H. BVWACS Systems Manager means the Employee of the Managing Entity unless designated by the Governing Board otherwise tasked to perform services for BVWACS as set forth in this Agreement.

1.I. BVWACS Support Vendor means any of the one or more vendors selected to provide maintenance, repair, troubleshooting, and related services for the Brazos Valley Wide Area Communications System.

1.J. BVWACS Value means the undivided interest of a BVWACS Party in the BVWACS Infrastructure, Improvements and real property.

1.K. College Station means the City of College Station.

1.L. Commencement Date means the date on which this Agreement has been duly approved by all BVWACS parties.

1.M. Costs include Capital Costs and Operating Costs as defined below:

1.M.1. Capital Costs means all costs incurred for the construction, acquisition and implementation of the BVWACS in accordance with the terms of this Agreement. Capital Costs includes expenditures for the construction, acquisition and implementation of any and all Improvements, Infrastructure, additions, replacements, upgrades and enhancements to the BVWACS; land acquisition costs, including appraisals, legal fees, surveys, and other costs associated thereto; the procurement of any hardware or software relating to the construction and implementation of any and all Improvements, Infrastructure, additions, replacements, upgrades and enhancements to the BVWACS; engineering studies, consulting reports, analysis, design and planning; auditing and compliance with accounting principles and the fiscal and legal expenses relating thereto, and any and all other costs and expenses relating to the foregoing. The BVWACS will be implemented in phases. The Initial Phase is attached hereto and made a part hereof labeled Exhibit B. Notwithstanding any of the above, Capital Costs shall be processed in accordance with GASB 34 and GAAP Accounting Principles.

1.M.2. Operating Costs means all costs not specifically identified as Capital Costs and includes all fixed and variable costs and expenses incurred, directly or indirectly, in the operation and maintenance of the BVWACS consisting of, without limit, the direct purchase of goods and services, such as photographic supplies, developing and printing, educational materials, books, office supplies, postage, computer supplies, computer software, small tools and minor equipment, and minor computer hardware, office space or the value thereof; costs associated with contracts to supply goods and services, such as support contracts, rental of copy machines, vehicle

maintenance and fuel costs, tower site and infrastructure insurance, building maintenance, computer hardware and software maintenance, printing and binding; personnel costs incurred by all entities for Employees approved in the Budget to support the BVWACS including, without limitation, wages, benefits, insurance, employment related taxes, employers' retirement contributions, phone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, and parking costs; and further including ongoing utility costs, security, and the normal, periodic maintenance, tuning, servicing, inspecting, parts replacement and repair and other similar activities that are intended to keep the BVWACS functioning efficiently and to maintain the useful life of the assets and reduce the probability of failures. The term includes all other items or expenses of a like or different nature reasonably required or desirable for the efficient maintenance and operation of the BVWACS in full compliance with all current and future regulatory requirements and the performance of the provisions of this Agreement; the provision of liability and other insurance in amounts and types determined necessary for the proper operation of BVWACS; assumption of legal liability of the BVWACS Parties to pay money to satisfy an arbitration award, administrative decision, settlement agreement, or court decision creating a judgment against one or more of the BVWACS Parties as a result of a third party claim arising out of or incident to the terms of this Agreement, including reasonable attorneys' fees and costs incurred in defending against same; and costs incurred in enforcing or defending the provisions of this Agreement, including reasonable attorneys' fees. Notwithstanding any of the above, Operating Costs shall be processed in accordance with GASB 34 and GAAP Accounting Principles.

1.N. Day unless otherwise described, means calendar day.

1.O. Employees means the person(s) employed by one or more of the Parties or by the Managing Entity, devoted exclusively to the construction, acquisition, implementation, operation and maintenance of the BVWACS as set forth in this Agreement.

1.P. FCC means the Federal Communications Commission.

1.Q. Fiscal Year means the fiscal year agreed upon by the entities signing this Agreement.

The Fiscal Year in effect as of the execution of this Agreement commences on October 1st of each year and ends the following September 30th.

1.R. Improvements means any structure, facility, addition, replacement, upgrades and enhancements to the BVWACS including, without limitation, hardware, software, equipment and real property acquired for increasing functionality, range or capacity of the Wide Area Communications System.

1.S. Infrastructure means collectively all Improvements, additions, replacements, upgrades and enhancements to real property or personalty, real property acquisition, and all system hardware and software procurement necessary for the normal operation of the BVWACS and excluding Subscriber Equipment. The twenty-one radio consoles implemented in the system initial phase are included as system infrastructure.

1.T. Initial Phase means that first phase of Infrastructure and Improvements, including the Capital Costs relating thereto, for the Parties to utilize the BVWACS within the designated portions of the Service Area all as shown on Exhibit C. As proposed herein, the Initial Phase shall include radio voice communications but not data transmission.

1.U. Quarterly Assessment means a BVWACS Party's proportionate share of the Capital Costs and Operating Costs that are projected to be incurred and the amount of money projected to be expended during the next fiscal quarter as presented in an itemized schedule prepared by the Managing Entity, with the proportionate share determined in accordance with the participation share of the BVWACS Party shown on Exhibit A.

1.V. Remaining Parties means those BVWACS Parties to this Agreement who remain committed to this Agreement if one or more BVWACS Parties withdraw from this Agreement or is terminated pursuant to the terms of this Agreement.

1.W. Service Area means that geographical area designed to serve the Parties for the BVWACS as same may, from time to time, be amended through approval by the Governing Board. A map of the initial Service Area is attached hereto as Exhibit C.

1.X. Standard Terms and Conditions means the terms and conditions listed in Exhibit D that must be included in all BVWACS Associate Interlocal Cooperation Agreements.

1.Y. Subscriber Equipment means the portable radios, mobile radios, control station radios, radio consoles, excluding the original 21 radio consoles installed or made operational as part of the Initial Phase, and other equipment operated by BVWACS Parties and BVWACS Associates accessing BVWACS.

1.Z. Terminated Party means a BVWACS Party who has received a notice of termination and whose participation in the BVWACS Agreement has been terminated for default, after it failed to cure the default in a timely manner.

1.AA. Termination Date means twelve (12) months from the date of the notice of withdrawal when a BVWACS Party gives notice of its intention to withdraw from this Agreement and terminate its participation in BVWACS.

1.BB. Washington County means the corporate and political body of the state of Texas known as Washington County.

1.CC. Wide Area Communications System or BVWACS means the Regional Voice and Data Radio System serving the Brazos County and Washington County, Texas areas as shown on a Service Area map attached as Exhibit C as same may from time to time be amended as provided in this Agreement, implemented by Parties for public safety and public service purposes in accordance with the terms herein and pursuant to applicable law for such type of public communications system.

1.DD. Withdrawing Party means a BVWACS Party who gives notice of its intention to withdraw from this Agreement and terminate its participation in BVWACS.

2. Term of Agreement.

The term of this Agreement shall be effective when this Agreement has been duly approved by all BVWACS Parties (termed the Effective Date), subject to the BVWACS Parties' rights of termination in this Agreement. The term of this Agreement is from the Effective Date to September 30, 2018. . Nothing in this Agreement will prevent the BVWACS Parties from entering into a separate Agreement with another group or entity providing similar radio services provided such Party continues to adhere to the terms and conditions of this Agreement.

3. Purpose.

The purpose of this Agreement is to establish an organizational and management structure for the construction, acquisition, implementation, ongoing administration, operation, and maintenance of the BVWACS by the Parties, including establishing a budget proposal process, a funding process, and the allocation of Costs associated with the construction, acquisition, implementation, operation, maintenance, and Improvements to the Wide Area Communications System.

The BVWACS Parties have developed initial objectives, attached as Exhibit E, and evaluation factors, attached as Exhibit F.

4. Governing Board.

4.A. Purpose. The Governing Board shall set policy for the BVWACS, direct and approve the operating policies and procedures of the Operating Board, adopt a draft budget annually, and carry out any and all other appropriate tasks necessary for the proper functioning of the BVWACS. The Governing Board may exercise such powers and duties as authorized under this Agreement.

4.B. Composition. The Governing Board shall consist of one member from each of the BVWACS Parties. Governing Board Members should be public officials or senior executive level employees of their respective BVWACS Party. Governing Board Members may designate in writing an individual within their entity to act in their place. The governing body of a BVWACS Party may designate in writing a change in that BVWACS Party's Governing Board Member.

4.C. Officers. The Governing Board shall elect a chair, vice-chair, and other officers annually. The BVWACS Managing Entity shall provide secretarial services and other administrative support services to the Governing Board.

4.D. Meeting Requirements. The Governing Board shall meet at least semi-annually, but special meetings may be called by the request of one (1) or more Governing Board Members. These meetings shall be held in compliance with the Texas Open Meetings Act. These meetings shall be publicly posted 72 hours before the meeting by the Chair of the Governing Board. Meeting notices and meeting agenda shall be sent to members of the Governing Board at least 72 hours before the meeting.

4.E. BVWACS Improvements. The Governing Board may develop agreements defining the roles and responsibilities of the BVWACS Parties for BVWACS Improvements at the time the BVWACS Improvements are approved by the BVWACS Parties. The funding for these BVWACS Improvements shall be included in these agreements. Unless otherwise agreed by the BVWACS Parties in writing, funding for the cost of BVWACS Improvements that are constructed or acquired to benefit one (1) or more individual BVWACS Parties shall be paid only by the BVWACS Parties benefiting from such BVWACS Improvements.

4.F. Quorum and Voting. No action may be taken by the Governing Board unless a quorum is present. A quorum shall consist of a majority of members. Unless expressly stipulated otherwise in this Agreement or unless required differently pursuant to applicable law, the affirmative vote of a majority of members is required for the Governing Board to

adopt any resolution or take any action. Each member of the Governing Board shall have one vote.

5. Operating Board.

5.A. Purpose. The management and technical operation of the BVWACS is overseen by an Operating Board which ensures that the policies set by the BVWACS Governing Board are carried out and which provides overall BVWACS advice as to the construction, acquisition, implementation, operation and maintenance of the BVWACS and provides advice to the BVWACS Managing Entity.

5.B. Composition. The Operating Board consists of one member appointed by each of the BVWACS Parties. In addition, each BVWACS Party may designate in writing an alternate (“Alternate”) to act in place of its appointed Operating Board member. Notice of a change in designated Board Members or Alternate by a BVWACS Party may be made by sending written notice of the newly designated Board Member(s) or Alternate to the Chair of the Operating Board, with a copy to the BVWACS Managing Entity. The composition of the initial Operating Board is shown in Exhibit G.

5.C. Duties. The Operating Board shall meet at least quarterly. The Operating Board shall examine the apportionment of BVWACS Capital Costs and Operating Costs among the BVWACS Parties and recommend any adjustments needed to the Governing Board. The Operating Board shall annually submit a draft Operating and Capital Program budget for presentation to the Governing Board by March 1 of each year unless directed otherwise by the Governing Board regarding funds needed to improve, operate, maintain, and use the BVWACS. The Operating Board shall review and recommend the operating policies and procedures for the BVWACS, including policies related but not limited to system security, fleetmap management, capacity management, and interoperability with other radio systems and equipment. The Operating Board shall regularly review the evaluation factors for the BVWACS as described in Exhibit F of this Agreement and take needed actions to ensure reliable BVWACS performance. The BVWACS Managing Entity, together with the Operating Board, shall develop and recommend to the Governing Board BVWACS Improvements as needed to ensure optimal BVWACS functionality and performance. The Operating Board shall consider the impact of proposed BVWACS Associates and proposed new Parties to this Agreement on the capacity of the BVWACS and recommend approval or

denial of requests to sponsor an entity as an Associate or to add an additional party to this Agreement.

In addition, the Operating Board annually provides input to the Governing Board and to the BVWACS Managing Entity on the performance of the BVWACS Systems Manager.

5.D. Terms. The term of each Board Member shall be determined by the appointing BVWACS Party. All Board Members serve at the pleasure of their appointing BVWACS Party.

5.E. Attendance Requirements. Either a Board Member or Alternate shall attend all meetings. If a BVWACS Party has no representation at more than 25% of the meetings during any calendar year, the BVWACS Party shall appoint new Board Member(s) and new Alternate(s). Operating Board meetings are scheduled by the Operating Board Chair.

5.F. Chair, Vice-Chair, and Secretary. The Operating Board Members elect the Chair, Vice-Chair, and Secretary in the first month of each Fiscal Year. The Chair is responsible for scheduling meetings and providing Operating Board members with meeting notices. One of the duties of the Secretary shall be to record and track attendance of Board Members and Alternates. The BVWACS Managing Entity provides or arranges staff support to make written minutes of each Operating Board meeting and provides other needed logistical support for the Operating Board.

5.G. Procedures at Meeting. The Chair presides at the meetings and the Vice-Chair acts in the absence of the Chair. No action may be taken by the Operating Board unless a quorum of Board Members is present. A quorum shall consist of a majority of Board Members. The Chair shall provide the Board Members with at least 20 days notice of proposed dates for regular meetings. Any Board Member may place items on the Operating Board's meeting agenda by submitting the item to the Chair at least ten days before the next meeting. The Chair shall submit the agenda to the Board Members no later than seven days before the meeting. Each Board Member shall have one vote. The affirmative vote of more than 50 percent of all the members of the Operating Board is required to adopt any resolution or take any action. Voting by proxy or delegate is permitted.

5.H. Actions of Operating Board. The Operating Board may not take any action that would violate any applicable statute, law, regulation, court order, ordinance, commissioners'

court order, city charter provision, articles of incorporation or other governing document. If any such action is taken, it is null and void.

5.I. Special Meetings. The BVWACS Managing Entity may call meetings upon 72 hours written notice to the Board Members to conduct regular business matters or to address budget related items, which may require action by the Parties' governing bodies to increase or decrease currently budgeted expenditures. The Chair or a majority of the Board Members may also call special meetings of the Operating Board. In the event of an emergency, the notice provision herein shall be suspended.

6. Amendments to Agreement.

Any BVWACS Party may propose an amendment to this Agreement to the Operating Board. The Operating Board considers the amendment and makes a recommendation to the Governing Board for consideration. The Governing Board shall review amendments to this Agreement and may recommend approval of the amendment to the governing bodies of the BVWACS Parties. An amendment to this Agreement shall be effective when approved by three fourths of the governing bodies of the BVWACS Parties. A BVWACS Party whose governing body does not approve an amendment to this Agreement adopted as provided above, may withdraw from participation in the BVWACS as described elsewhere in this Agreement.

7. Construction, Acquisition and Implementation of BVWACS.

7.A. Initial Phase. The Initial Phase of the BVWACS shall be comprised of current Infrastructure and Improvements owned by one or more of the Parties hereto plus additional Infrastructure and Improvements to be constructed or acquired. Exhibit B sets out the Infrastructure, Improvements and real property currently owned by one or more of the Parties as well as the additional proposed BVWACS Infrastructure and BVWACS Improvements that will comprise the Initial Phase. The Parties agree that the Initial Phase of the BVWACS shall be as set forth in Exhibit B.

7.B. Ownership and Permission. Ownership of Infrastructure and Improvements currently owned by the Parties shall remain the property of such Party. Permission for all BVWACS Parties, BVWACS Associates, the BVWACS Managing Entity and its respective agents and representatives to access and use such Infrastructure and Improvements as part of the BVWACS in accordance with this Agreement is herein granted. New BVWACS Improvements and BVWACS

Infrastructure shall be owned as tenants in common among the Parties then in existence at the time funding was provided for such BVWACS Improvements or BVWACS Infrastructure.

8. Staffing and Operations.

8.A. Designation of Managing Entity. The Governing Board shall designate one of the BVWACS Parties or a mutually agreed upon third party as the Managing Entity for the BVWACS.

8.B. BVWACS Systems Manager. The Managing Entity is responsible for providing the BVWACS Systems Manager. This may be a full time Employee or, with the approval of the Governing Board, contracted third party devoted to managing the construction, acquisition, implementation, operation and maintenance of the BVWACS under the direction of the Managing Entity. The Operating Board will serve in an advisory capacity to the BVWACS Systems Manager on behalf of the Governing Board. The BVWACS Systems Manager shall be an Employee of the Managing Entity unless the Governing Board designates otherwise. As its Employee, the Managing Entity shall be responsible for the hiring, firing, performance review, training and education, provision of health and retirement benefits and all other costs associated with this position as well as costs associated with being an Employee of the Managing Entity, subject to reimbursement by the Parties through adoption of the annual BVWACS Budget which shall include the costs of all Employees. The Managing Entity shall obtain input from the Governing Board before taking any formal action regarding performance, including annual reviews, with respect to such Employee.

8.C. Management Duties of the BVWACS Managing Entity. The BVWACS Managing Entity will manage the BVWACS on a day to day basis. Responsibilities include the following plus any other duties as determined by the Governing Board:

8.C.1. Management. Perform ongoing management of the construction, acquisition, implementation, operation and maintenance of the BVWACS;

8.C.2. Coordination with other radio systems. Serve as principal coordinator with other radio systems as determined by the Governing Board;

8.C.3. Minutes. Maintain minutes of the Governing Board and Operating Board meetings;

8.C.4. Recommendations. Make recommendations to the Operating Board regarding proper performance of the BVWACS under the terms of this Agreement;

8.C.5. Supervision. Supervise additional Employees as applicable;

8.C.6. Dispute Resolution. Assist in the administrative dispute process as set out elsewhere in this Agreement.

8.C.7. Agreement Copy. Maintain and make available at all reasonable times to the Operating Board and to the Governing Board a current copy of this Agreement, including any amendments and the most current version of all Exhibits together with copies of the most current versions of any subsequently developed operating procedures, policies or standards;

8.C.8. Financial Responsibilities. Reconcile the budget on a quarterly basis or as requested by the Governing Board. Prepare draft budget, coordinate purchasing, conduct inventories, assist with any audits and handle such other fiscal matters as may be directed by the Governing Board;

8.C.9. Reports. Provide such performance reports, projection reports and other reports regarding the technical, operational, fiscal and other aspects of the BVWACS as required by the Governing Board or Operating Board;

8.C.10. Record Keeping. Maintain and keep current all records, legal documents, contracts, manuals, warranties, etc. relating to the BVWACS and make same available for review by any of the Parties upon request;

8.C.11. Contract Administration. Administer all contracts for the construction, acquisition, implementation, operation and maintenance of the BVWACS;

8.C.12. Project Management. Oversee the management of all projects relating to the construction, acquisition and implementation of Infrastructure and Improvements to the BVWACS;

8.C.13. Standard Operating Procedures. Develop, distribute and keep current standard operating procedures for the BVWACS as directed by the Operating Board;

8.C.14. BVWACS Availability. Ensure operational and technical availability of the BVWACS features to the Parties and Associates in accordance with the goals and objectives set forth herein and that support interaction and communications with other public safety radio systems.

8.C.15. Grant Administration. Oversee the application, administration and financial management of grant funding programs available for the construction, acquisition,

implementation, operation and maintenance of the BVWACS. This includes performing as a recipient or sub-recipient for the BVWACS Parties in relation to such grant programs.

8.D. Staffing. There may be such other Employees as may, from time to time, be budgeted and approved by the Governing Board. The BVWACS Parties through action of the Governing Board may elect to contract out some or all services relating to the construction, acquisition, implementation, operation and maintenance of the BVWACS. The initial number and types of Employees to be provided or funded by the BVWACS Parties are shown in Exhibit H. Notwithstanding anything herein to the contrary, personnel provided by one or more of the Parties to support the BVWACS are, and shall exclusively remain, employees of their respective entity, subject to all of the employment rules and personnel policies of that entity. The personnel costs necessary to support the BVWACS are included in each year's draft budget submitted to the Parties, subject to the provisions in Section 9. Budget, and Section 18. Effect of Breach and Default.

8.E. Operating Procedures. The BVWACS Managing Entity shall ensure that standard operating procedures are prepared to govern the day-to-day management and operation of the BVWACS and BVWACS staff ("Standard Operating Procedures") as may be directed by the Governing Board, and shall submit such Standard Operating Procedures to the Operating Board for review and approval. Standard Operating Procedures shall be annually reviewed by the Operating Board and updated as needed. The BVWACS Managing Entity also monitors the implementation of and compliance with the Standard Operating Procedures. If there is any conflict between the Standard Operating Procedures and the employment rules and personnel policies of the entities, then the employment rules and personnel policies of the entities control as they impact that entities' staff supporting the BVWACS. The Operating Board shall also oversee the development and implementation of corrective measures policies.

8.F. Roles and Responsibilities. The BVWACS Parties shall use the BVWACS in a manner consistent with the Standard Operating Procedures, directives of the Governing Board and in compliance with applicable FCC rules and regulations. The BVWACS Parties shall follow the established Standard Operating Procedures and Governing Board directives regarding the programming and addition of Subscriber Equipment to the BVWACS. The BVWACS Parties are encouraged to utilize and improve the interoperation capabilities of the BVWACS. BVWACS Parties shall utilize the BVWACS Managing Entity as their primary

point of contact for requests for BVWACS Improvements when dealing with problems, or to answer questions. BVWACS Parties shall work in good faith with the BVWACS Managing Entity to help resolve problems. Using Standard Operating Procedures or other directives from the Governing Board, BVWACS Parties shall have access to system reports including, but not limited to, system usage, utilization and performance. A BVWACS Party is financially responsible for any FCC penalties, fines or other financial encumbrance caused by the actions of that BVWACS Party and any BVWACS Associate sponsored by it.

8.G. Capacity Management. The BVWACS Managing Entity may develop a policy for capacity management and submit the policy to the Operating Board for review and approval. This policy shall be reviewed annually by the Operating Board, and updated as needed to ensure appropriateness and applicability with current BVWACS needs and industry standards and practices.

8.H. Withdrawal of Managing Entity. In the event the current entity ceases to be the BVWACS Managing Entity and the BVWACS Managing Entity is not a BVWACS Party subject to the provisions of Section 17.B herein, the Governing Board Members representing three-fourths of the BVWACS Parties shall appoint a replacement BVWACS Managing Entity. Within ten (10) days after receipt of notice of the identity of the replacement BVWACS Managing Entity, the current BVWACS Managing Entity shall:

8.H.1 Possession. Transfer control and possession of all BVWACS Infrastructure, BVWACS Improvements including BVWACS real property owned as tenants in common pursuant to this Agreement to the replacement BVWACS Managing Entity.

8.H.2 Conveyance of Real Property. Transfer any and all ownership rights it may have to real property acquired pursuant to the terms of this Agreement to the BVWACS Parties.

8.H.3 Evidence of Ownership. Provide evidence and documentation adequate to prove ownership of the BVWACS Infrastructure, BVWACS Improvements or real property, including, wherever applicable, transferring all rights, title and interests, including proprietary and intellectual property rights, to enable the replacement BVWACS Managing Entity to manage, upgrade, update, maintain, and operate or to sell, convey or otherwise dispose of the BVWACS Infrastructure, BVWACS Improvements or real property if or when the BVWACS Parties determine that this is appropriate, and

8.H.4. Operations and Legal Documents. Transfer the originals of all deeds, operations manuals, warranties, bills of sale, licenses, leases, titles and other legal documents related to BVWACS Infrastructure, BVWACS Improvements or BVWACS real property to the replacement BVWACS Managing Entity.

9. Budget.

9.A. Budget Adoption. The Governing Board shall annually approve a draft BVWACS Budget upon the approval of three-fourths of its members in accordance with the timeframes set forth herein and recommend approval of the Budget to the governing bodies of the BVWACS Parties, including approval to appropriate their proportionate share of the BVWACS Budget. All Operating Costs must be included in each annual BVWACS Budget as well as any Capital Costs. The Budget shall include any and all costs relating to employees in implementing and maintaining the BVWACS. If any BVWACS Party does not agree with the draft BVWACS Budget as presented, it must provide the Governing Board with a detailed explanation of its issues with the draft Budget within 30 days after receipt of it. Each member of the Governing Board shall consult with its governing body or appropriate budget review personnel before voting to approve any Budget.

9.B. Annual Operating Costs Budget. The annual Operating Costs shall be shared according to the participation levels shown in Exhibit A, or as may be amended from time to time by the Governing Board based on an annual true-up of the ratio of actual accounts for each party to total accounts. An annual true-up shall take place by January 31 of each year. . Each year the BVWACS Managing Entity, following and abiding by its budgeting and accounting practices, shall prepare an annual Operating Costs budget (“Operating Budget”) on a fiscal year basis and submit this budget to the Operating Board. The Operating Budget must provide for all Operating Costs. The Operating Board shall review and adjust, as needed, the Operating Budget and then submit its recommendation to the Governing Board. The Governing Board shall, no later than April 1st of each year, approve a draft budget and recommend approval of the Operating Budget by each BVWACS Party and appropriation of their proportionate share of the Operating Budget in their next Fiscal Year’s budget. If budgeted amounts exceed actual expenditures, the Governing Board by majority vote may move the unexpended balances into the BVWACS Capital Fund, or credit the unexpended balances against the budgeted expenditure amounts in the Operating Budget for the next

Fiscal Year at each Parties then-current participation level, unless refunded to the Party at such Party's request. From time to time, participation levels shall be re-evaluated upon request of a Party using the same procedure set forth herein of recommendation by the Operating Board and determination by the Governing Board as Infrastructure or Improvements are made to BVWACS, as use of the BVWACS changes, or when new information affecting BVWACS becomes available. A BVWACS Party may use its share of BVWACS capacity for its own purposes or may allocate a portion of that share through a BVWACS Associate Interlocal Cooperation Agreement.

9.C. Annual Capital Costs Budget. A Capital Costs budget shall be prepared annually using the same process for adoption as the Annual Operating Costs Budget except that while the Capital Costs budget is prepared annually, the planning period for Capital Costs is five (5) years. Unless otherwise agreed by the BVWACS Parties, Capital Costs shall be shared according to the participation levels shown in Exhibit A, if and as amended, as described in Section 9.B; provided, however, that the Capital Costs that are incurred to benefit only one or more individual BVWACS Parties shall be paid by the BVWACS Parties benefiting from such BVWACS Improvements and Infrastructure.

9.D. Budgeted Expenditures. After the Budget has been approved and funded by the BVWACS Parties, the BVWACS Managing Entity is authorized to incur costs in accordance with the Budget. Any costs to be incurred in excess of the approved and funded Operating Costs or Capital Costs Budget amounts require additional budget approval and funding, or re-allocation of existing funds, by the BVWACS Governing Board. The BVWACS Governing Board may approve transfer of funds from the BVWACS Capital Fund to the Capital Budget to meet an urgent need that was not addressed during the Budget process. Such approval requires the vote of three-fourths of the members of the Governing Board.

9.E. Other BVWACS Fees. Fees payable by BVWACS Associates are determined by the terms of their BVWACS Associate Interlocal Cooperation Agreement. Funds received by new Parties are determined in accordance with this Agreement.

9.F. Funding Transfers to the Managing Entity. Once each BVWACS Party appropriates its portion of the BVWACS Budget in its annual budgetary process, the Managing Entity shall provide timely and accurate invoices to facilitate the transfer of funds by each BVWACS Party to the Managing Entity, and the Parties shall each comply with the

following procedures to facilitate payment by the Managing Entity to the BVWACS vendors and contractors:

9.F.1. Quarterly Assessment. At least 60 days prior to the beginning of each Quarter of the Fiscal Year, the BVWACS Managing Entity shall give the Operating Board, for its review, an itemized schedule of the Capital Costs and Operating Costs that are projected to be incurred, and the amount of money projected to be expended, during the next quarter. At least 30 days prior to the beginning of each Quarter, the Managing Entity shall send each BVWACS Party an invoice for its Quarterly Assessment.

9.F.2. Approval. Each BVWACS Party must approve or dispute its Quarterly Assessment and provide written notice of any dispute to the BVWACS Managing Entity within 15 business days after receipt of the invoice for the Quarterly Assessment. If a dispute concerning the Quarterly Assessment is not resolved by the time the BVWACS Party is required to remit payment, the matter shall be resolved in accordance with the procedures set forth in Section 21, Dispute Resolution.

9.F.3. Payment Instructions. The Managing Entity must provide payment instructions to each BVWACS Party for the transfer of BVWACS Party funds to the Managing Entity.

9.F.4. BVWACS Party Funds. Each BVWACS Party must pay its Quarterly Assessment to the Managing Entity no later than 60 calendar days after receipt of an invoice in accordance with the resolution of any dispute about the Quarterly Assessment.

9.F.5. BVWACS Fund. The Managing Entity shall establish a separate fund for BVWACS in its accounting records (“BVWACS Fund”) that is dedicated to the administration of the BVWACS. All funds received from BVWACS Parties and other BVWACS revenues, including the capital fund and any interest earned, shall be credited to the BVWACS Fund. All BVWACS obligations shall be debited from the BVWACS Fund. The records for the BVWACS Fund shall be maintained in compliance with generally accepted accounting principles.

9.F.6. Accounting. The BVWACS Fund is managed by the Managing Entity in the same manner as the Managing Entity manages funds held in its depository accounts. Funds associated with the BVWACS, including accrued interest, shall be accounted

for separately by the Managing Entity for the benefit of the BVWACS Parties, unless otherwise required by law or this Agreement.

9.F.7. Statements. The BVWACS Managing Entity is responsible for providing quarterly statements showing the credits to and debits from the BVWACS Fund, including any income earned, to each Party on or before the 20th day of the first month following the end of such quarter.

9.F.8. Payments. Subject to the availability of sufficient funds in the BVWACS Fund, the Managing Entity shall pay BVWACS contractors and vendors in compliance with the Texas Prompt Payment Act.

9.F.9. Reports. The BVWACS Managing Entity is responsible for providing each BVWACS Party with a quarterly written financial report on the Budget, including current BVWACS Cost projections for the succeeding quarter.

9.G. Funding. The BVWACS Parties specifically acknowledge that funding for each BVWACS Party's share of the BVWACS Operating Budget and Capital Costs Budget goes through that BVWACS Party's normal budgeting process; and upon approval by its governing body, is payable from current revenue available to each funding BVWACS Party. Purchase, operation and maintenance costs of Subscriber Equipment are the responsibility of each BVWACS Party.

9.H. Failure to appropriate. The failure of a BVWACS Party to appropriate its proportionate share of the BVWACS Budget by the first day of the Fiscal Year for which the Operating Budget and Capital Costs Budget is applicable shall be a material default of such BVWACS Party under this Agreement, and the BVWACS Parties shall follow the procedures for termination of a BVWACS Party set out in this Agreement addressing the effect of breach and default.

9.I. Partial Funding. If any BVWACS Party appropriates less than its proportionate share of Operating Budget and Capital Costs budget for any year, or if any BVWACS Party fails to pay its Quarterly Assessment, (herein called the "Underfunding Party") the other BVWACS Parties, acting through the Governing Board may take one or more of the following actions:

9.I.1. Suspension of Representation. Remove the Governing Board representation and voting rights for the Underfunding Party.

9.I.2. Service Reduction. Reduce the BVWACS services being provided to the Underfunding Party.

9.I.3. Notice of Underfunding. Send the Underfunding Party a notice stating the amount of underpayment, which is the difference in the Underfunding Party's Quarterly Assessment and the amount of funding provided by the Underfunding Party ("Deficiency"). Said Deficiency is an obligation of such Underfunding Party subject to the Prompt Payment Act. Each Underfunding Party agrees that its future right to participate in the BVWACS is dependent upon fully paying its Quarterly Assessments. The Underfunding Party must appropriate and pay the Deficiency, and its entire Quarterly Assessment for the remainder of that Fiscal Year.

9.I.4. Budget Revision. Amend the BVWACS Operating Budget and Capital Costs budget by reducing costs and/or increasing the amounts paid by the other BVWACS Parties.

9.I.5. Termination of Participation. Terminate the Underfunding Party's participation in this Agreement by following the procedure for termination of a BVWACS Party, if the level of funding is deemed by the other BVWACS Parties to be substantially a failure to fund.

9.J. Asset Management. BVWACS Infrastructure shall be tracked in accordance with standard operating procedures approved by the Operating Board. These procedures must be consistent with generally accepted accounting principles for property held as tenants in common for one or more of the BVWACS Parties. If any BVWACS Infrastructure needs to be retired, the BVWACS Managing Entity will provide this information to the Operating Board for approval prior to removal. At a minimum, the BVWACS Managing Entity shall provide the asset serial number, asset ID tag (if any), location from which it is to be removed and description of the asset. The asset to be retired shall be disposed as directed by the Governing Board upon receiving the recommendation of the Operating Board. Any funds received from the disposal of the asset shall be credited as revenue in the BVWACS Fund and shown in the next BVWACS Capital budget. These funds are managed in accordance with the provisions of this Agreement.

With respect to Infrastructure, Improvements and real property owned by only one or some of the Parties and that is not listed as BVWACS Infrastructure, BVWACS Improvements, or BVWACS real property, right of access, license and use is herein granted by such Parties to

all Parties and to the BVWACS Managing Entity as necessary for BVWACS purposes as determined by the Governing Board. With respect to future Infrastructure, Improvements and real property owned by only one or some of the Parties, such Parties agree that all rights of access, use or licenses required to make same a part of the BVWACS shall be granted. No Infrastructure, Improvement or real property owned by only one or some of the Parties may be conveyed to a third party, destroyed or otherwise removed from the BVWACS without giving at least 12 months advance notice. Failure to do so shall be considered a failure to perform substantially such Party's or Parties' material obligations under this Agreement, and the provisions of Section 18. (Effect of Breach and Default) shall apply. The Governing Board may determine to file Certificates of Memorandums in the deed records of the county where an asset owned by one or more Parties is located notifying the public regarding BVWACS rights associated with such asset.

10. BVWACS Associates.

10.A. Procedure for Becoming BVWACS Associate. To use the BVWACS, an entity must be either a BVWACS Party or BVWACS Associate unless special access is granted by three-fourths vote of the members of the Governing Board. Additionally, the Texas Department of Public Safety is hereby granted special access. To become a BVWACS Associate, a BVWACS Party must sponsor the entity. A BVWACS Party may only sponsor BVWACS Associates to the extent that it has a portion of its share of BVWACS capacity that is unused and therefore available to assign. A BVWACS Party may not sponsor any entity unless the entity is eligible to use the BVWACS licensed radio frequencies under FCC rules, regulations and practices. A BVWACS Party may sponsor one or more entities as BVWACS Associates. BVWACS Parties shall use the following procedure for sponsoring an entity:

10.A.1. Share of Capacity. Determine the extent of the BVWACS Party's share of the BVWACS capacity that is available for assignment to the entity based upon most recent participation level determined using the true-up provisions set forth in Section 9.B

10.A.2. Anticipated Usage. Determine the anticipated usage of the entity to be sponsored based on talk time if available, the number of radios used by the entity and other relevant information as determined by the Governing Board.

10.A.3. Compatibility. Determine the compatibility of the Subscriber Equipment used by the entity with the system and the impact of their inclusion in the system based on voice traffic, talk-group needs, and functionality.

10.A.4. Associate Agreement. Negotiate a BVWACS Associate Interlocal Cooperation Agreement with the prospective BVWACS Associate that includes the Standard Terms and Conditions as well as any other terms and conditions related to payment, term of agreement, nature of the services to be provided, curtailment of services or termination of the authority to continue use of the BVWACS for breach, withdrawal by the entity, and other matters that they desire as long as they are not contrary to or more expansive than the Standard Terms and Conditions or the terms and conditions of this Agreement.

10.A.5. Report to Board. Present a report to the Operating Board that includes the anticipated usage of the entity, the number of radios or equipment used by the entity, the compatibility of the radios or equipment used by the entity with the system, the number of talkgroups needed and any other information relevant to whether the addition of the entity is likely to cause the BVWACS Party to exceed its share of the BVWACS capacity.

10.A.6. Board Approval of Draft Agreement. Present a draft copy of the proposed BVWACS Associate Interlocal Cooperation Agreement to the Operating Board so that it can verify that the agreement contains the Standard Terms and Conditions and is consistent with the terms and conditions of this Agreement.

10.A.7. Parties Approval of Associate Agreement. Obtain approval of the BVWACS Associate Interlocal Cooperation Agreement by the governing bodies of the sponsoring Party and the prospective BVWACS Associate to the agreement.

10.B. Operating Board Duties. The Operating Board shall review the report of the BVWACS Party asking to sponsor an entity as a BVWACS Associate and evaluate the following:

10.B.1. Impact on current and future BVWACS voice traffic capacity.

10.B.2. Impact on current and future BVWACS talkgroup capacity.

10.B.3. Impact on overall current and future BVWACS functionality.

The Operating Board shall review the proposed BVWACS Associate Interlocal Cooperation Agreement to be entered into by the BVWACS Party asking to sponsor an

entity as a BVWACS Associate and determine whether it includes the Standard Terms and Conditions.

If the impact on these three aspects of the BVWACS capacity is not likely to result in that BVWACS Party's exceeding its share of the BVWACS capacity or to detrimentally affect the overall current and future functionality of the BVWACS, and the proposed BVWACS Associate Interlocal Cooperation Agreement includes the Standard Terms and Conditions, the Operating Board may recommend approval of the request to sponsor the entity to the Governing Board.

10.C. Association Interlocal Cooperation Agreements Approval. The Governing Board must approve all BVWACS Association Interlocal Cooperation Agreements before such prospective BVWACS Associate may access or use the BVWACS.

10.D. Capacity for Sponsoring BVWACS Associates. Initially, a BVWACS Party's share of the capacity of the BVWACS is based on the participation levels stated in Exhibit A. Two years after system acceptance of the BVWACS or when adequate information is available, whichever occurs first, BVWACS capacity is based on the capacity management process recommended by the Operating Board and approved by the Governing Board. The share of capacity used may be adjusted as Infrastructure or Improvements are made to BVWACS. A BVWACS Party may use its share of BVWACS capacity for its own purposes or may allocate a portion of that share through a BVWACS Associate Interlocal Cooperation Agreement. In no event shall sponsoring a BVWACS Associate cause alteration to the Participation Table set forth in Exhibit A, if and as amended as described in Section 9.B..

10.E. Financial Effect of Sponsoring BVWACS Associate. When a BVWACS Party authorizes another entity to use a portion of its share of BVWACS capacity, that BVWACS Party remains responsible for full payment of its entire cost share of the BVWACS.

10.F. Sponsor's Control of BVWACS Associate's Access to BVWACS. If a BVWACS Party requests that the BVWACS System Manager disable all or part of the services available to a BVWACS Associate sponsored by that BVWACS Party, the BVWACS System Manager shall comply with these requests and disable the portion of the services available to a BVWACS Associate requested by the BVWACS Party as soon as practicable.

10.G. Responsibility for Subscriber Equipment. BVWACS Associates are responsible for purchasing and providing their own Subscriber Equipment to be used on the BVWACS.

The purchase of Subscriber Equipment shall be coordinated with the BVWACS Managing Entity.

10.H. Additional Units. BVWACS Associates are not allowed to add units to the BVWACS without approval from their sponsoring BVWACS Party.

10.I. Changes to Operations. Each BVWACS Party that has sponsored BVWACS Associates is responsible for informing the BVWACS Associates of changes in BVWACS Standard Operating Procedures.

11. New BVWACS Parties.

11.A. New Parties to BVWACS. From time to time, entities may join the BVWACS as full Parties. Entities desiring to join the BVWACS as full Parties shall petition the current Parties for membership in accordance with the terms herein.

11.B. Contents of Petition. An entity desiring to join BVWACS shall submit a petition. At a minimum, a petition to join BVWACS as a Party shall include the following:

11.B.1 Area to be Served. A description of the area to be covered and a description of how the Service Area will be affected;

11.B.2 Proposed Subscriber Equipment. The type of Subscriber Equipment proposed to use the BVWACS, including the approximate number of units to be added, talk groups and talk time;

11.B.3 Infrastructure, Improvements, Funds and Real Property. A description of any Infrastructure, Improvements, funds or real property that will be made available to the BVWACS to offset costs associated with system expansion, and a description of how this will affect the BVWACS and the current Service Area; and

11.B.4. Share of Capacity. Provide an estimate of the requested capacity desired, including the anticipated type and amount of usage based on talk time, talk group needs and other relevant factors as determined by the Governing Board.

11.C. Procedure. The following procedure shall be followed when petitioning to become a Party.

11.C.1 Submit Petition. An entity desiring to become a Party to the BVWACS shall petition the Governing Board through the BVWACS Managing Entity who will then review such petition for completeness as well as content. The BVWACS Managing Entity shall

forward the petition to the Operating Board for recommendation by the Operating Board within 30 days from submission of such petition.

11.C.2 Operating Board. The Operating Board shall review the petition of the submitting entity and make its recommendation to the Governing Board within 60 days from the date of submission of such petition. The Operating Board shall evaluate the petition based upon the following:

11.C.2.1 Whether the addition of petitioner as a Party will have an adverse impact on the current and future needs of the existing Parties, on the Service Area and on BVWACS as a whole; and

11.C.2.2 Whether the addition of petitioner as a Party is consistent with the goals and objectives of BVWACS as set forth in this Agreement.

11.C.3 Governing Board. The petitioner may negotiate an amendment to this Agreement relating to its inclusion as a Party. The Governing Board will consider the request and the recommendation of the Operating Board within ninety (90) days from the date of submission of the petition and approve, deny or request additional information needed to consider the request. Adding a new Party to this Agreement shall be considered an amendment subject to the terms and conditions for approval of amendments set forth in Section 6 above. The Governing Board will also determine if the petitioner will be required to make a capital contribution towards construction or improvement to the system. Such contribution may be in the form of a reimbursement for prospective construction or improvements to the system.

11.D. Participation Level. A BVWACS Party's share of the capacity of the BVWACS is based on the participation levels stated in Exhibit A, as may be amended, and as described in Section 9.B.. Addition of new Parties will require reevaluation and possible alteration of the participation levels. The Operating Board will provide preliminary recommended participation levels based on the new Party joining BVWACS at the time it reviews the petition. The Governing Board shall then review such recommendation and determine whether such participation levels should be modified. Such determination must be approved by three-fourth of the members of the Governing Board.

11.E. Obligations of New BVWACS Parties. When a new BVWACS Party is authorized by the Governing Board, the participation levels determined above will establish the Annual Assessment for the new Party. Once the new Party is approved for membership, that Party

assumes responsibility for its Annual Assessment and all other obligations as a Party to this Agreement. New BVWACS Parties are responsible for purchasing and providing their own Subscriber Equipment to be used on the BVWACS. The purchase of Subscriber Equipment shall be coordinated with the BVWACS Managing Entity.

12. Accounting Records.

The BVWACS Managing Entity maintains accounting records in accordance with generally accepted accounting standards applicable to governmental entities, including compliance with federal guidelines for spending federal funds or bond proceeds.

The BVWACS Managing Entity shall ensure that records pertaining to the BVWACS shall be kept in accordance with the records retention policy of the Managing Entity and in accordance with the Open Records Act. At any reasonable time, upon three (3) business days prior written notice, any BVWACS Party may inspect, copy, examine, and/or audit the BVWACS records, at that BVWACS Party's expense, at the office of the BVWACS Managing Entity, or any other mutually acceptable location.

13. Contracting Authority.

Except for real estate transactions, the BVWACS Parties hereby grant such BVWACS Managing Entity the authority to contract on behalf of the BVWACS Parties for acquisitions and services that have been approved in the annual BVWACS Budget or as otherwise approved by the Governing Board, so long as the contracted amount is within the budgeted amount and the payments are made from available funds, using the BVWACS Managing Entity's standard purchasing processes, unless expenditure of federal funds or bond proceeds requires use of additional procedures or guidelines. Procurements shall be made in accordance with the laws applicable to such entity. These contracts shall be administered by the BVWACS Managing Entity.

14. Federal Funds and Bond Funds.

If a BVWACS Party utilizes federal funds, grant funds, or bond funds to meet a portion of their financial commitment under this Agreement, the BVWACS Parties agree to conduct all procurements, maintain all records and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable statutes, regulations, policies and grant contract provisions necessary to qualify the BVWACS expenditures contemplated for federal or grant program reimbursement and to avoid arbitrage penalties. Further, the BVWACS Parties agree to cooperate with each other in the application for and administration of federal funds, grant funds, or bond funds to maximize funding participation in the operation and maintenance of the BVWACS.

By October 1 of each year each BVWACS Party using federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment shall notify the BVWACS Managing Entity.

15. BVWACS Performance.

The Operating Board shall take such action as may be necessary for assuring that Subscriber Equipment configuration changes or additions do not adversely affect the performance of the BVWACS. The Operating Board may utilize the system assessment services of the BVWACS Support Vendor or other qualified contractor to determine the impact of adding Subscriber Equipment to the BVWACS. The Operating Board may develop policies involving the BVWACS Support Vendor that provide a review process prior to implementing any Subscriber Equipment system configuration changes requested or made by BVWACS Parties. BVWACS Parties shall not take any action that is known or ought to be known to affect the operation of the BVWACS adversely and shall reverse any action taken that affects the operation of the BVWACS adversely. BVWACS Parties shall not change the configuration of their program or template in a way that is known or ought to be known to affect the operation of the BVWACS adversely and shall reverse any change in the configuration of their program or template that affects the operation of the BVWACS adversely.

16. Dissolution of BVWACS.

16.A. Dissolution of BVWACS. This Agreement may be voluntarily dissolved before the end of the final term if three-fourths of the governing bodies of the BVWACS Parties agree in writing to provide for a dissolution date. The dissolution date shall not be less than twelve (12) months after these BVWACS Parties have executed the agreement to dissolve the BVWACS unless all BVWACS Parties agree to an earlier dissolution date.

16. B. Distribution of Assets. If the BVWACS is dissolved either by agreement or at the end of the final term, the assets of the BVWACS shall be equitably distributed among the BVWACS Parties. The BVWACS Parties shall agree on which BVWACS Party receives which assets in the distribution. An agreement for distribution of assets of the BVWACS shall be effective after approval by three-fourths of the the governing bodies of the BVWACS Parties. The manner of distribution shall consider and be consistent with the following factors:

16.B.1. Participation Level. The BVWACS Party's share of the Capital Costs for Infrastructure and Improvements to the BVWACS and the BVWACS Party's

participation level as stated in Exhibit A, if and as amended as described in Section 9.B.;

16.B.2. Asset Value. The value of the assets on the dissolution date;

16.B.3. Manner of Acquisition. The basis on which the asset was acquired, whether the asset

16.B.3.1 Was already owned by a Party;

16.B.3.2. Was acquired jointly by all BVWACS Parties or

16. B.3.3. Was acquired by only one or some of the BVWACS Parties;

16.B.4. Early Termination. Whether and, if so, when the BVWACS Party terminated its participation in BVWACS before the dissolution of the BVWACS; and

16.B.5. Utility of Asset. The usefulness of the asset to the BVWACS Party receiving it.

16.C. The BVWACS Party to which an asset is distributed shall also be provided evidence and documentation adequate to prove ownership of that asset, including, wherever applicable, transfer of all rights, title and interests, including proprietary and intellectual property rights, to enable that BVWACS Party to upgrade, update, operate, and maintain it or to sell, convey or otherwise dispose of it and the originals of all operations manuals, warranties, bills of sale, licenses, leases, titles and other legal documents related to that asset.

17. Withdrawal of a BVWACS Party.

17.A. Notice of Withdrawal. A BVWACS Party may withdraw from this Agreement and terminate its participation in BVWACS at any time by giving at least twelve (12) months prior written notice to the Remaining Parties. The Termination Date shall not be earlier than twelve months after notice is given unless three-fourths of the members of the Remaining Parties agree otherwise. The Withdrawing Party must continue to fund its Annual Assessment through the Termination Date, and if it does so, the Withdrawing Party may continue to participate in the BVWACS until its Termination Date. The portion of the Budget allocated to a Withdrawing Party after receipt of the notice of withdrawal may be reduced by the agreement of three-fourths of the members of the Remaining Parties.

17.B. Withdrawal of Managing Entity. In the event the BVWACS Managing Entity is a party to this Agreement and such Party withdraws from the BVWACS, the Governing Board Members representing three-fourths of the members of the Remaining Parties shall appoint

a replacement BVWACS Managing Entity. Within ten (10) days after receipt of notice of the identity of the replacement BVWACS Managing Entity, the Withdrawing BVWACS Party that is the BVWACS Managing Entity shall:

17.B.1 Possession. Transfer control and possession of all BVWACS Infrastructure, BVWACS Improvements including BVWACS real property owned as tenants in common pursuant to this Agreement to the replacement BVWACS Managing Entity.

17.B.2 Conveyance of Real Property. Transfer any and all ownership rights it may have to real property acquired pursuant to the terms of this Agreement to the Remaining Parties.

17.B.3 Evidence of Ownership. Provide evidence and documentation adequate to prove ownership of the BVWACS Infrastructure, BVWACS Improvements or real property, including, wherever applicable, transferring all rights, title and interests, including proprietary and intellectual property rights, to enable the replacement BVWACS Managing Entity to manage, upgrade, update, maintain, and operate or to sell, convey or otherwise dispose of the BVWACS Infrastructure, BVWACS Improvements or real property if or when the Remaining Parties determine that this is appropriate, and

17.B.4. Operations and Legal Documents. Transfer the originals of all deeds, operations manuals, warranties, bills of sale, licenses, leases, titles and other legal documents related to BVWACS Infrastructure, BVWACS Improvements or BVWACS real property to the replacement BVWACS Managing Entity.

17.C. Disposition of BVWACS Value of Withdrawing Party. All right, title, and interest in and to the Withdrawing Party's BVWACS Value may be dealt with in one of two ways: 1) sale and assignment by Withdrawing Party; or 2) determination of valuation and disposition of Withdrawing Party's BVWACS Value by Remaining Parties. In either event, all rights of access, licenses and use to such Withdrawing Party's assets comprising a part of the BVWACS remain in place during the withdrawal process.

17.C.1. Sale and Assignment by Withdrawing Party. The Withdrawing Party shall offer its BVWACS Value to the Remaining Parties. If none of the Remaining Parties accept the offer within sixty (60) days after receipt of the offer, the Withdrawing Party may sell its BVWACS Value to one or more entities approved by all of the Remaining Parties if the entity or entities enter into an assignment of this Agreement

from the Withdrawing Party and accept the duties and obligations of the Withdrawing Party under this Agreement as its or their own duties and obligations. The assignee, if other than a Remaining Party, shall also obtain the rights of the Withdrawing Party under the BVWACS Agreement, including one representative on the Governing Board and one representative on the Operating Board. After the assignment, the BVWACS Agreement shall be construed as if the assignee were listed in the definition of BVWACS Parties. If the Withdrawing Party has an offer to purchase its BVWACS Value from an entity but all of the Remaining Parties do not approve that entity as a reasonable replacement for the Withdrawing Party, the Remaining Parties shall compensate the Withdrawing Party for its BVWACS Value in proportion to their Annual Assessment of BVWACS and obtain a proportionate share of the Withdrawing Party's BVWACS Value.

17.C.2. Determination of Value by Remaining Parties. If the Withdrawing Party does not give the Remaining Parties notice that it is exercising its rights under 17.C.1. at least six (6) months before the Termination Date, no later than the Termination Date the Remaining Parties must fairly determine what the Withdrawing Party's BVWACS Value is at the Termination Date. If the Withdrawing Party and the Remaining Parties are unable to agree on the BVWACS Value, an accounting shall be performed by a panel of three persons. The Remaining Parties shall select one person to represent them on the panel. The Withdrawing Party shall select another person to represent it on the panel. The two persons selected shall select a third person to complete the panel and the accounting. If an accounting is performed, it shall be the basis for determining BVWACS Value for the Withdrawing Party. One half of the cost of this panel shall be borne by the Withdrawing Party and one half of the cost of this panel shall be borne by the Remaining Parties.

17.C.3. Disposition by Remaining Parties. When the BVWACS Value is determined, the Remaining Parties shall determine how to disburse the ownership of the BVWACS Value of the Withdrawing Party. The Remaining Parties shall consider at least the following options:

17.C.3.1. New Party. Find another entity to compensate the Withdrawing Party for its BVWACS Value, assume ownership of the

Withdrawing Party's BVWACS Value and assume its obligations and rights under the BVWACS Agreement;

17.C.3.2. Share Value. Divide the Withdrawing Party's BVWACS Value proportionally among the Remaining Parties, compensate the Withdrawing Party for its BVWACS Value, and provide for a proportional increase in Annual Assessment;

17.C.3.3. Single or some of BVWACS Parties. Allow one or only some of the Remaining Parties to compensate the Withdrawing Party for its BVWACS Value, assume ownership of the Withdrawing Party's BVWACS Value with a corresponding increase in Annual Assessment; or

17.C.3.4. Ownership without Use. Require the Withdrawing Party to retain ownership of its BVWACS Value but forfeit its use of the BVWACS and representation on the Governing Board and Operating Board unless and until the Withdrawing Party pays what its accrued share of the systems operations costs from the Termination Date to the end of the then current Budget Year would have been if it had not withdrawn.

17.D. Exclusion of Withdrawing Party's Votes. The Withdrawing Party and its vote on the Governing Board shall be excluded in determining the votes needed for the Remaining Parties to make a decision about the disposition of the Withdrawing Party's BVWACS Value after the Termination Date.

17.E. Disposition of BVWACS Value by Remaining Parties. If the Remaining Parties select the ownership alternative in 17.C.3.2, or 17.C.3.3 the Remaining Parties shall provide for payment of the Withdrawing Party's BVWACS Value in the fiscal year following the fiscal year of the Termination Date.

17.F. Effect of Disposition on Membership in Governing Board. If the Remaining Parties select the option in 17.C.2 or 17.C.3.3 and Withdrawing Party's BVWACS Value is divided among the Remaining Parties or assumed by one or only some of the Remaining Parties, the representation of these BVWACS Parties on the Governing Board shall not be increased.

17.G. Depreciation of BVWACS Value. If the Withdrawing Party retains its BVWACS Value, the portion of the value that relates to depreciable assets shall be reduced annually on a declining balance method over the useable life of the asset as long as the depreciable assets that form part of the BVWACS Value are owned by one or more of the Remaining Parties.

The portion of the BVWACS Value that relates to non-depreciable assets shall remain unchanged.

18. Effect of Breach and Default.

18.A. Events of Breach. Breach results from any of the following:

18.A.1. Payment. A BVWACS Party's failure to appropriate or pay its Annual Assessment timely;

18.A.2. FCC Rules. Violation of FCC rules and regulations by a BVWACS Party or any BVWACS Associate with which it has entered into a BVWACS Associate Interlocal Cooperation Agreement;

18.A.3. Policies and Procedures. Individual or repeated violations of approved written policies and procedures by a BVWACS Party or any BVWACS Associate with which it has entered into a BVWACS Associate Interlocal Cooperation Agreement;

18.A.4. Inappropriate Use. Inappropriate use of the BVWACS by a BVWACS Party or any BVWACS Associate with which it has entered into a BVWACS Associate Interlocal Cooperation Agreement;

18.A.5. Penalty Payment. Failure to pay FCC penalties or fines resulting from the actions of a BVWACS Party or any BVWACS Associate with which it has entered into a BVWACS Associate Interlocal Cooperation Agreement;

18.A.6. Improper Disposition of Assets or Interest. Disposing of assets owned by only one or some of the Parties in contravention of the provisions of this Agreement, or failure to follow the required process set forth in this Agreement of divesting a Party's interest in a BVWACS Improvement, BVWACS Infrastructure or BVWACS real property.

18.A.7. Adverse Impact. Any other action or omission that has a material adverse impact on the operation and maintenance of BVWACS; or

18.A.8. Substantial Performance. Failure to perform substantially its material obligations other than failure to appropriate or timely pay its Annual Assessment.

18.B. Breach for Non-Payment. The decision to exercise rights granted by this subsection 18.B. shall be made by the Governing Board. If any BVWACS Party commits the breach described in 18.A.1, the Governing Board may determine to deliver a written notice of breach to the BVWACS Party that specifies the nature of the breach and indicates that

unless the breach is cured within thirty (30) days, additional steps shall be taken. A breach described in 18.A.1 can only be cured by paying that Annual Assessment. If the breaching BVWACS Party does not cure that breach within thirty (30) days of receiving the written notice of breach, the breaching BVWACS Party is in default and the Governing Board shall deliver a written notice of default to the BVWACS Party that specifies the following:

18.B.1. The nature of the default;

18.B.2. The date of the notice of breach;

18.B.3. The failure of the breaching BVWACS Party to cure timely; and

18.B.4. The BVWACS Party's interest in the BVWACS is terminated no later than 60 days from the date of the written notice of breach if the termination is approved by all of the BVWACS Remaining Parties unless the default is cured by the defaulting BVWACS Party paying that Annual Assessment within an additional thirty (30) days from the date of default as referenced in 18.A.1 above for a total of sixty (60) days from the date of default unless the Governing Board approves a longer timeframe.

18.C. Suspension for Other Breaches. If any BVWACS Party commits a breach described in 18.A.2 through 18.A.8 or a breach described in 18.A.2 through 18.A.8 involving use of any radio or other equipment accessing the BVWACS under the authority of a BVWACS Party, the Governing Board may suspend the right of that BVWACS Party to use the BVWACS for that radio or equipment or for any other radio or equipment for a period of time adequate to cure the breach and determine whether additional remedies are needed.

18.D. Notice of Breach, Default, and Termination For Other Breaches. The decision to exercise rights granted by this subsection 18.D. shall be made by the Governing Board. If any BVWACS Party commits a breach described in 18.A.2 through 18.A.8, the Governing Board may deliver a written notice of breach to the BVWACS Party that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. If the breaching BVWACS Party begins to cure the breach within the thirty (30) day period, the thirty (30) day cure period is extended as long as the breaching BVWACS Party continues to prosecute a cure diligently to completion and is making a good faith effort to cure the breach. If the breaching BVWACS Party does not cure the breach within thirty (30) days of receiving the written notice of breach or additional period as extended by diligent prosecution of a good faith effort to cure the breach, the breaching

BVWACS Party is in default and the Governing Board shall deliver a written notice of default to the BVWACS Party which specifies the following:

18.D.1. The nature of the default;

18.D.2. The date of the notice of breach;

18.D.3. The failure of the breaching BVWACS Party to cure timely; and

18.D.4. The BVWACS Party's interest in the BVWACS is terminated on the effective date stated in the notice if the termination is approved by all of the BVWACS Remaining Parties unless the default is cured within thirty (30) days of the notice of default.

18.E. Disposition of BVWACS Value. The Remaining Parties shall determine as to how the Terminated Party's BVWACS Value shall be disposed. The Remaining Parties have ninety (90) days after the date that termination is effective to determine the value and disposition of the Terminated Party's BVWACS Value. The Remaining Parties may seek an agreement with the Terminated Party about its BVWACS Value. If the Terminated Party and the Remaining Parties are unable to agree on the Terminated Party's BVWACS Value, they shall use the method for determination of value in section 17.C. as if the Terminated Party were a Withdrawing Party. When the BVWACS Value is determined, the Remaining Parties shall determine how the ownership of the BVWACS Values is to be disposed. The Remaining Parties shall consider at least the following ownership alternatives for the BVWACS Value of the Terminated Party:

18.E.1. New Party. Find another entity to compensate the Terminated Party for its BVWACS Value, assume the ownership of the Terminated Party's BVWACS Value, and assume its obligations and rights under the BVWACS Agreement;

18.E.2. Share Value. Divide the Terminated Party's BVWACS Value proportionally among the Remaining Parties so that the Remaining Parties can each compensate the Terminated Party for their share of the BVWACS Value and pay a proportional increase in Annual Assessment in the fiscal year following the fiscal year in which the default last occurred;

18.E.3. One or More BVWACS Parties. Allow one or more Remaining Parties to compensate the Terminated Party for its BVWACS Value and assume ownership of the Terminated Party's BVWACS Value with a corresponding increase in Annual Assessment; or

18.E.4. Ownership without Use. Require the Terminated Party to retain the ownership of its BVWACS Value but forfeit its use of the BVWACS and representation on the Governing Board and Operating Board and annually reduce its BVWACS Value by twenty per cent (20%) of the original BVWACS Value so that the Terminated Party has no BVWACS Value remaining after five (5) years. The Terminated Party would transfer the reduction in value among the Remaining Parties each of such five (5) years proportionally based on the Remaining Parties' respective participation level during the year such distribution is made.

18.F. Exclusion of Terminated Party's Votes. The Terminated Party and its vote on the Governing Board shall be excluded in determining the votes needed for the BVWACS Remaining Parties to make a decision about the disposition of the Terminated Party's BVWACS Value after the date that termination is effective.

18.G. Effect of Termination on Representation on Governing Board. If the Terminated Party's BVWACS Value is divided among the Remaining Parties or assumed by only one or some of the Remaining Parties, the representation of these BVWACS Parties on the Governing Board shall not be increased.

19. Effect of Withdrawal or Termination on Remaining Parties.

Termination or withdrawal of a BVWACS Party has no effect on a Remaining Party's rights to participate in the BVWACS other than the specific rights and duties set out in this Agreement, and the continuing duty of all Remaining Parties to pay their Annual Assessment.

20. FCC Licenses.

Termination or withdrawal of any Party from the BVWACS shall include the surrender to the Remaining Parties any and all of that BVWACS Party's radio frequency licenses that were licensed for the purpose of implementing the BVWACS. The Remaining Parties shall determine whether to request reassignment of the license to another BVWACS Party or surrender these licenses to the Federal Communications Commission (FCC). The Remaining Parties are responsible for complying with all rules and regulations of the FCC related to reassignment and surrender of these licenses. Notwithstanding the above, licenses held, managed and owned by only one or some of the Parties as the exclusive license of such Party or Parties at the time of termination or withdrawal are not subject to the provisions of this section.

21. Dispute Resolution Process.

21.A. Cooperation. All BVWACS Parties are encouraged to work together to resolve all disputes prior to invoking the dispute resolution process set forth herein.

21.B. Hearing by Operating Board. Any BVWACS Party that has an issue or dispute relating to the BVWACS may request a hearing before the Operating Board. The Operating Board shall hear such matter after requesting information regarding such dispute or issue from such BVWACS Party and from the BVWACS Managing Entity. The Operating Board shall then hold a hearing and render its decision in writing.

21.C. Appeal to Governing Board. A BVWACS Party that is adversely affected by the Operating Board's decision may appeal such decision to the Governing Board, which may elect to hear the appeal or refer the matter to mediation.

21.D. Withdrawal of Dispute. A dispute may be withdrawn at any time during the Dispute Resolution process.

21.E. Timeframes:

21.E.1. Initial Dispute Hearing. Any BVWACS Party may bring an issue or dispute to the Chair of the Operating Board. The Chair must schedule a meeting of the Operating Board within (15) fifteen business days of receipt of the notice and provide a written determination to the appropriate BVWACS Parties and to the BVWACS Managing Entity within (5) five business days after the hearing. Any appeal of the decision or recommendation of the Operating Board is to the Governing Board.

21.E.2. Appeal to Governing Board. Any appeal from the decision of the Operating Board must be made by delivery of written notice of appeal to the BVWACS Managing Entity and Governing Board within (15) fifteen business days after receipt of the Operating Board's decision or recommendation. The Governing Board may meet to hear the appeal or may elect to send the appeal to mediation. The Governing Board, assisted by the BVWACS Managing Entity, either schedules a hearing or sends the appeal to mediation within (25) twenty-five business days of receipt of the notice of the appeal. Any appeal from the Governing Board's recommendation is to a mediator as described below.

21.E.3. Mediation. If the Governing Board refers a dispute to mediation, the parties to the dispute shall select, within thirty (30) days, a mediator trained in mediation skills to assist with resolution of the dispute. The parties to the dispute agree to act

in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) days after the Governing Board refers the dispute to mediation, the mediator shall be selected by mutual agreement. If that is not possible, by the Dispute Resolution Center of the Brazos Valley or a mutually agreeable mediation center. The parties agree to participate in mediation sessions in good faith for a period of up to thirty (30) days from the date of the first mediation session. Notice of the date, time, and location of the mediation shall be given to the BVWACS Managing Entity, which may attend. The parties to the dispute shall share the costs of mediation equally. If efforts to mediate the dispute are unsuccessful, the parties to the dispute shall then be free to exercise all available rights and remedies under this Agreement, or at law or in equity.

21.E.4. Application of Government Code, chapter 2260. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement, is not inconsistent with the process set forth above, and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used in disputes involving Texas A & M University that cannot be resolved in the ordinary course of business. The designated officers of Texas A & M University, as applicable, shall examine the claim and any counterclaim and negotiate with the claimant in an effort to resolve such claims. The BVWACS Parties specifically agree that

21.E.4.1. Neither the execution of this Agreement by Texas A & M University nor any other conduct, action or inaction of any representative of Texas A & M University relating to this Agreement constitutes or is intended to constitute a waiver of Texas A & M University's or the state's sovereign immunity to suit; and

21.E.4.2. Texas A & M University has not waived its right to seek redress in the courts.

22. Miscellaneous.

22.A. Interlocal Agreement. This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each BVWACS Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each BVWACS Party agrees that the compensation to be made to the other BVWACS Parties as set forth in this Agreement is in an amount intended to fairly compensate each performing BVWACS Party for the services or functions it provides hereunder, and is made from current revenues available to the paying BVWACS Party. Where applicable, this Interlocal Agreement shall be administered in accordance with the laws applicable to a home-rule municipality.

22.B. Immunity as a Defense. No BVWACS Party has agreed to waive any defense, right, immunity, or other protection under law including any statutory provision, by entering into this Agreement or otherwise participating in the BVWACS.

22.C. Retention of Defenses. The Parties agree that neither this Agreement nor the operation or use of the BVWACS by the BVWACS Parties affect, impair, or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated on premises defects.

22.D. Notices. Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such BVWACS Party at the following respective addresses:

City:

City of Bryan
Attention: City Manager, with a copy to the City Attorney
P. O. Box 1000
Bryan, TX 77805

City:

City of College Station
Attention: City Manager, with a copy to the City Attorney
PO Box 9960
College Station, TX 77842

City:

City of Brenham
Attention: City Manager, with a copy to the City Attorney
200 West Vulcan Street
PO Box 1059
Brenham, TX 77834

County:

Brazos County
Attention: County Judge, with a copy to County Attorney
200 S. Texas Avenue
Suite 332
Bryan, TX 77803

County:

Washington County
Attention: County Judge, with a copy to County Attorney
100 East Main Street
Suite 104
Brenham, TX 77833

Texas A & M University:

Texas A & M University
Attention: Vice President and Associate Provost
For Information Technology and Chief Information Officer
1365 TAMU
College Station, TX 77843-1365

All notices so given, are deemed given on the date so delivered or so deposited in the US Mail. All BVWACS Parties may change their address by sending written notice of such change to the other Parties in the manner provided for above.

22.E. Assignment. This Agreement being based upon the special qualifications of each BVWACS Party, any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties is void and has no effect, which consent shall not be unreasonably withheld.

22.F. Entire Agreement. The entire agreement among the BVWACS Parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever is valid or enforceable unless it is in writing and signed by duly authorized representatives of all Parties.

22.G. Prior Agreements. This Agreement supersedes any and all prior agreements regarding this subject that may have previously been made. The subject of this Agreement is the construction, acquisition, implementation, operation and maintenance of the BVWACS.

22.H. Severability. If any term or provision of this Agreement is, to any extent, rendered invalid or unenforceable, the remainder of this Agreement is not affected, and each other term and provision of this Agreement remains valid and enforceable to the fullest extent permitted by law.

22.I. Non-waiver. Failure of a BVWACS Party to exercise any right or remedy for a breach or default of any other BVWACS Party does not waive such right or remedy for that breach or default or in the event of a subsequent breach or default.

22.J. Authority of Signatories. Each BVWACS Party represents to all the other BVWACS Parties that the representative signing this Agreement on any BVWACS Party's behalf has been duly authorized by the governing body of that BVWACS Party in compliance with Texas law.

22.K. Further Assurances. Each BVWACS Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

22.L. Exhibits. The Exhibits, which are attached hereto and described below, are incorporated herein and made a part hereof for all purposes.

22.M. Counterparts and Multiple Originals. This Agreement is effective as of the Effective Date set forth in this Agreement. This Agreement may be executed simultaneously in one or several counterparts, each of which is deemed to be an original and all of which together constitute one and the same instrument. The terms of this Agreement become binding upon each BVWACS Party from and after the time that it is executed by all BVWACS Parties. The counterparts may be signed in multiple originals to allow each BVWACS Party to have an originally signed counterpart for each BVWACS Party. The Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the Parties.

Exhibit List:

Exhibit A – Participation Table

Exhibit B – Initial Phase of the BVWACS

Exhibit C – Service Area map for Initial Phase

Exhibit D – BVWACS Associate Standard Terms and Conditions

Exhibit E – Goals and Objectives

Exhibit F – Monthly, Quarterly, and Annual Evaluation Factors

Exhibit G – Governance, Operation, and Maintenance Flow Chart and Distribution of Board Membership

Exhibit H –Initial staffing for BVWACS Program

CITY OF BRYAN

By: _____

Date: _____

CITY OF COLLEGE STATION

By: _____

Date: _____

CITY OF BRENHAM

By: _____

Date: _____

BRAZOS COUNTY

By: _____

Date: _____

WASHINGTON COUNTY

By: _____

Date: _____

TEXAS A & M UNIVERSITY

By: _____

Date: _____

**FIRST RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit A – Participation Table

<u>BVWACS Party</u>	<u>Participation Level</u>
City of Bryan	20.35%
City of College Station	31.29%
City of Brenham	9.69%
Brazos County	13.38%
Washington County	15.57%
Texas A & M University	9.72%

**FIRST RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit B - Initial Phase

Each of the BVWACS parties will contribute existing infrastructure, and real property currently owned or leased by the parties for the purpose set forth in the Agreement. The existing infrastructure and real property contributed by each of the parties at the execution of the Agreement is as follows:

College Station

Access to 325' radio tower, equipment shelter, land (tower & shelter located), existing equipment and furnishings that will serve the BVWACS system.

Bryan

Access to secure third floor equipment space, including 48 VDC battery plant, generator use, and tower use rights on a 133 foot communications tower atop the 4 story building located at 101 Regent Street, Bryan, Texas.

Access to a climate-controlled, fenced, equipment shelter, including UPS system and generator, and use of two conventional 800 MHz repeaters, including their antenna system, at the City of Bryan water tower located on Luza Street, between 26th Street and 28th Street, Bryan, Texas.

Brenham

Communications existing furnishings (console desks).

Washington County

Access to three rental towers with shelters.

Brazos County

Access to a climate-controlled, fenced, equipment shelter on real property located at 21550 Kathy Fleming Road, Millican, Texas, in south Brazos County.

Texas A&M University

Access to a 320 foot tower located at Hensel Park for installation of the radio antennas and cable.

Space in the TAMU radio transmission facility for up to six 19” floor mount racks.

Air conditioning and AC power (supported both by UPS and generator) for RF transmission systems.

24x7 access to the radio facility via University issued keyless entry access cards for approved personnel.

Environmental monitoring of facility by TAMU Network Operations Center on a 24x7 basis. The monitoring will include security cameras, temperature and humidity alarms, power interruption alarms and high water alarms.

Phase I - Public Safety Interoperability Communications (PSIC) grant

Phase I provided the necessary equipment and racks (consisting of base radios, site controller and radio frequency distribution system), antennas and associated wiring located at each of seven sites.

Phase I also provided operator consoles replacement/upgrade for the parties

Table 1: Phase I

Item/Site	Description
Network Connectivity	Leased connectivity to connect all the sites together
Bryan /Brazos County Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennnas and coax
College Station Site	Includes 700/800 MHz Multicast Base equipment with racks (12 chls), Xmit & Rcv antennnas and coax
College Station Console Sys	As shown in Table 2 below. - 6 operator positions
Bryan/Brazos county Console Sys	Convert existing system to P25
Millican	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennnas and coax
Hensel Park Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennnas and coax

TAMU Console Equip	Convert existing system to P25
LCRA - Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennnas and coax
Brenham Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennnas and coax
Burton Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennnas and coax
Brenham Emerg Comms Console Sys	As shown in Table 2 below. - 4 operator positions
Management Reserve	Includes structural analysis of all towers and project reserves.

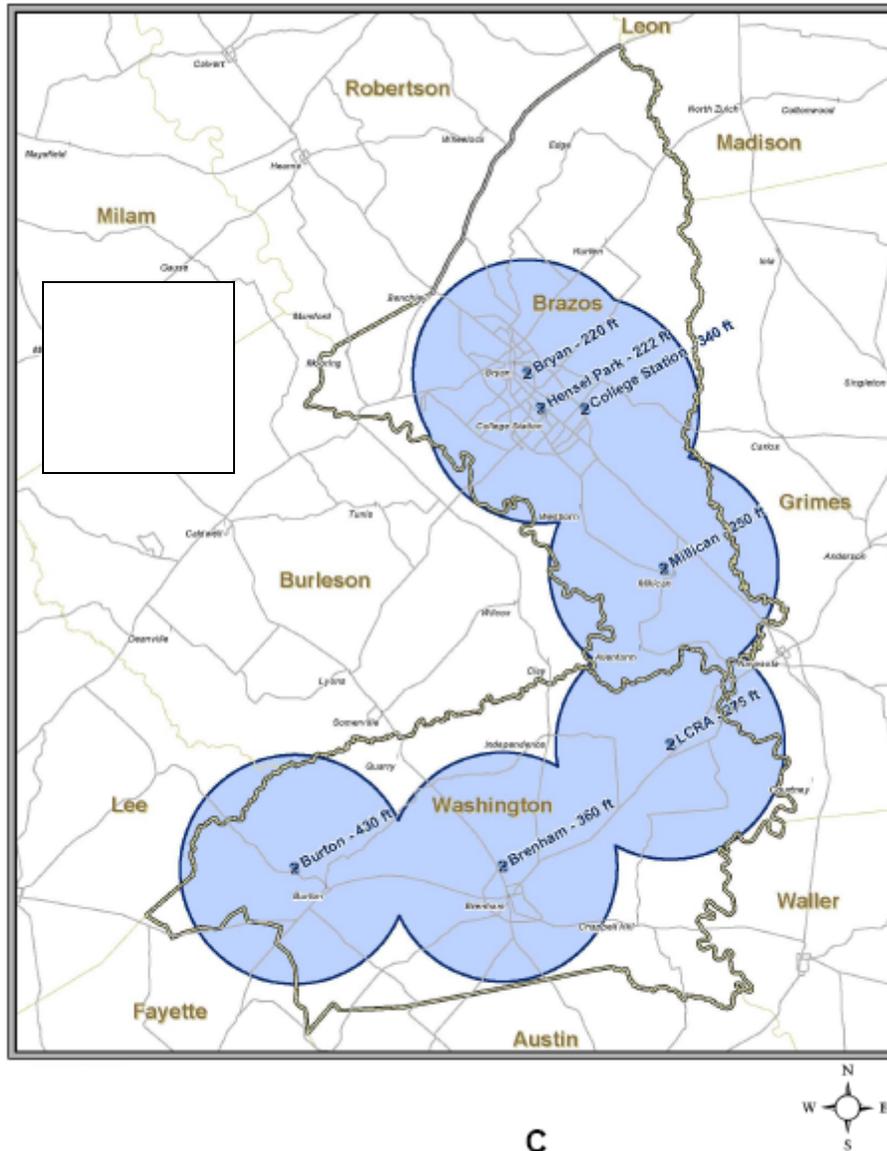
Console equipment installed at College Station and the City of Brenham is shown in Table 2.

**Table 2: Console Equipment
Console Sys Equipment**

- IP Based console sys
- Console site router
- Auxiliary I/O Server
- Site Controller
- Conventional Channel Gateway
- LAN Switch
- Operator Position Equip: PC, Mouse, Speakers, Mic, Keyboard
- IP Based Logging Sys: Archiving Interface Server, Digital Logging Server, Digital Logging Recorder, Logging Playback Station
- 700/800 MHz P25 Trunked B/U Stations
- Remote Control - Multimode
- Antenna System
- Lightening Protection
- UPS

FIRST RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM

Exhibit C - Service Area



**FIRST RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit D - BVWACS Associate Standard Terms and Conditions

When using the Brazos Valley Wide Area Communications System (“BVWACS”), BVWACS Associate shall abide by all policies, procedures and guidelines established by the BVWACS Operating Board, the BVWACS Governing Board, and the terms and conditions of this BVWACS Associate Interlocal Cooperation Agreement

BVWACS Associate shall use the BVWACS in a manner consistent with the Standard Operating Procedures established by the BVWACS Operating Board and in compliance with applicable Federal Communications Commission (“FCC”) regulations and rules.

BVWACS Associate is encouraged to use and improve the interoperation capabilities of the BVWACS and to provide input to the BVWACS Managing Entity on the day-to-day operations of the BVWACS and development of BVWACS standard operating policies and procedures.

BVWACS Associate shall utilize its sponsoring BVWACS Party as its primary point of contact for requests for BVWACS Improvements.

BVWACS Associate shall utilize the BVWACS Managing Entity as its primary point of contact when dealing with problems, or to answer questions. BVWACS Associate shall work in good faith with the BVWACS Managing Entity to help resolve problems.

BVWACS Associate shall purchase and provide its own subscriber radios and equipment to be used on the BVWACS. The selection and specifications for these radios and equipment must be coordinated with the BVWACS Managing Entity so that all radios and equipment purchased are compatible with the BVWACS.

BVWACS Associate shall ensure that programming for its subscriber equipment that uses the BVWACS is consistent with the Standard Operating Procedures established by the BVWACS Operating Board.

BVWACS Associate has no right to use the BVWACS if the BVWACS Party entering into this BVWACS Associate Interlocal Cooperation Agreement with it is no longer eligible to use the BVWACS.

BVWACS Associate is subject to any limitations or restraints on its usage of BVWACS that apply to the BVWACS Party entering into this BVWACS Associate Interlocal Cooperation Agreement.

The current term of this BVWACS Associate Interlocal Cooperation Agreement shall not exceed the current term of the Interlocal Agreement for Construction, Acquisition, Implementation, Operations and Maintenance of a Wide Area Communications System.

BVWACS Associate may be subject to immediate suspension of this BVWACS Associate Interlocal Agreement for violation of FCC rules and regulations, individual or repeated violations of the BVWACS Standard Operating Procedures, or use of the BVWACS that is determined to be inappropriate by the Governing Board.

Upon thirty (30) days written notice that specifies the existence and nature of the default, the BVWACS Party sponsoring the BVWACS Associate may automatically terminate the participation of BVWACS Associate. Default results from failure to comply with the BVWACS Associate Interlocal Cooperation Agreement, including:

1. Violation of FCC rules and regulations;
2. Individual or repeated violations of the BVWACS Standard Operating Procedures; or
3. Use of the BVWACS that is determined to be inappropriate by the Governing Board.

BVWACS Associate may avoid termination if the default is cured within thirty (30) days. If the BVWACS Associate begins to cure the default within the thirty (30) day period, the time to cure may be extended, at the sole discretion of the sponsoring BVWACS Party, for as long as the BVWACS Associate diligently continues to work toward completion of the cure.

BVWACS Associate shall ensure that the persons it authorizes to use its radios and equipment are trained in the proper use and etiquette for two-way radio communication.

BVWACS Associate shall reimburse the BVWACS Party that is the holder of an FCC license if there is any actual or alleged violation of any FCC rule or regulation as a result of any radios or equipment that is owned by BVWACS Associate or used by any person associated with BVWACS Associate for all costs arising from the actual or alleged violation, including costs and attorneys fees for defense against the allegation as well as fines and penalties incurred.

**FIRST RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit E – Goals and Objectives

GOALS

The goal of the Brazos Valley Wide Area Communications System is to provide voice radio and ultimately data transmission coverage and radio communication interoperability throughout the Service Area utilizing Infrastructure and Improvements currently provided by the Parties as well as new Infrastructure and Improvements in accordance with this Agreement.

OBJECTIVES

1. The Brazos Valley Wide Area Communications System shall maintain an appropriate reserve capacity based on the determination of the Governing Board.
2. The Brazos Valley Wide Area Communications System shall strive to maintain coverage at or above 95% reliability for a portable radio worn on the hip with a speaker collar microphone inside a –10db loss building within the Service Area.
3. To the extent practicable, the Brazos Valley Wide Area Communications System shall maintain interoperability with other public safety and governmental radio systems within the Service Area, the Brazos Valley Council of Governments area, regionally, statewide, and nationally.
4. The Brazos Valley Wide Area Communications System shall maintain the performance and equipment of the BVWACS at a standard consistent with the developments in technology and the needs of the BVWACS Parties.
5. The Brazos Valley Wide Area Communications System shall research and pursue opportunities for assistance for funding the BVWACS through grants and other means.

**FIRST RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit F – Monthly, Quarterly and Annual Evaluation Factors

Maintain system reserve capacity at or above the level approved by the Governing Board.

Maintain coverage at RFP's coverage specifications.

Report number of minutes of BVWACS non-normal operation.

Report number of system busies.

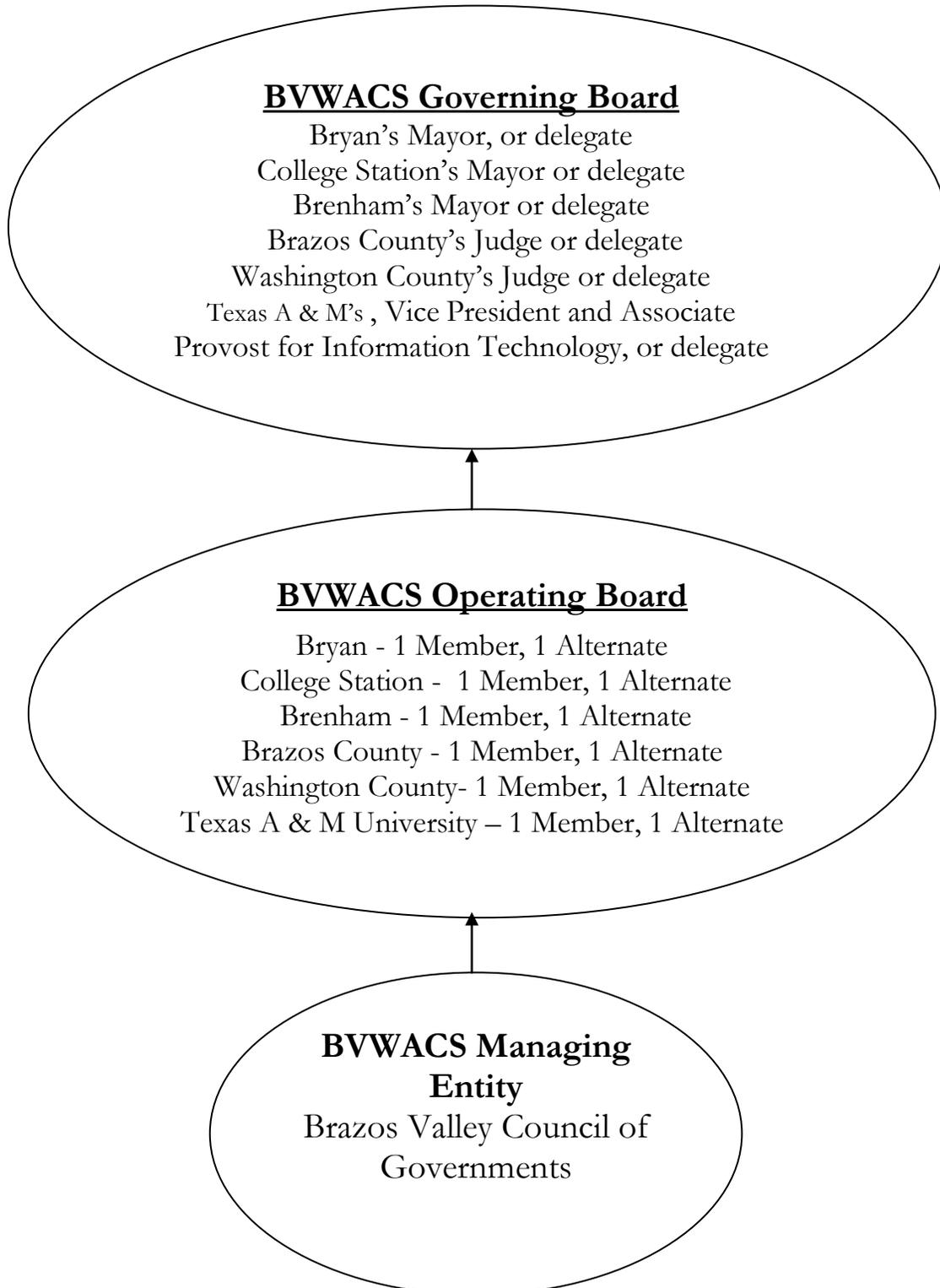
Report BVWACS Support Vendor response time to system problems.

Develop shared staff performance measures.

Report peak Busy Hour for each month.

**FIRST RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

**Exhibit G- Governance, Operation, and Maintenance Flow Chart
and Distribution of Board Membership**



**FIRST RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit H – Staffing for BVWACS Program for FY 2014

Radio System Manager (100 %)

August 22, 2013
Consent Agenda Item No. 2f
Brazos Valley Council of Governments ILA - Renewal

To: Kathy Merrill, Interim City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion regarding approval of the resolution of the interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, Texas A&M University, and Brazos Valley Council of Governments; designating the Brazos Valley Council of Governments as the Managing Entity for the Brazos Valley Wide Area Communications System (BVWACS).

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the resolution.

Summary: This resolution renews for an additional five years the interlocal agreement designating the Brazos Valley Council of Governments as the Managing Entity for the Brazos Valley Wide Area Communications System (BVWACS) and supports and complements the adoption of the first restatement of the interlocal agreement continuing the BVWACS. The current ILA expires on September 30, 2013.

The ILA was approved by the BVWACS Governing Board for submission to the BVWACS Parties on July 17, 2013.

Budget & Financial Summary:

Annual Funding for BVWACS Operations and Capital expenses is included in the IT Department Operating Budget. FY 14 Operating and Capital expenses were approved by Council on May 9, 2013.

Reviewed and Approved by Legal: Yes

Attachments:

BVCOG Resolution
BVWACS_BVCOG ILA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITY OF BRYAN, CITY OF BRENHAM, BRAZOS COUNTY, WASHINGTON COUNTY, TEXAS A&M UNIVERSITY, AND BRAZOS VALLEY COUNCIL OF GOVERNMENTS TO DESIGNATE THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS AS THE MANAGING ENTITY OF THE BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform governmental functions or services; and

WHEREAS, the City of College Station, City of Bryan, City of Brenham, Brazos County, Washington County and Texas A&M University entered into an interlocal agreement for interoperable radio and data communications known as the Brazos Valley Wide Area Communications System (“BVWACS Agreement”); and

WHEREAS, the Brazos Valley Council of Governments (“BVCOG”) and the parties to the BVWACS Agreement, including the City of College Station, desire the BVCOG to act as the managing entity to manage and operate such interoperable radio and data communications system pursuant to provisions of the BVWACS Agreement and pursuant to provisions of the Interlocal Cooperation Act; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby approves the interlocal agreement among the City of Bryan, City of Brenham, Brazos County, Washington County, Texas A&M University, and Brazos Valley Council of Governments designating the Brazos Valley Council of Governments as the Managing Entity for the Brazos Valley Wide Area Communications System. A copy of such agreement is attached hereto as Exhibit “A” and incorporated herein.

PART 2: That this resolution shall take effect immediately from and after its passage..

ADOPTED this _____ day of _____, A.D. 2013.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney



**Interlocal Agreement
For Managing Entity by the BVCOG
for the Brazos Valley Wide Area Communications System**

THIS INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and among the Brazos Valley Council of Governments, hereinafter referred to as “BVCOG,” and the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, and Texas A & M University, all political subdivisions or agencies of the state of Texas.

WHEREAS, the Brazos Valley Council of Governments (the “BVCOG”) is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Interlocal Cooperation Act codified in Chapter 791 Texas Government Code, the BVCOG is authorized to contract with eligible entities to perform governmental functions and services; and

WHEREAS, the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, and Texas A & M University, collectively hereinafter sometimes referred to as the “BVWACS Parties” have entered into the First Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System to create and maintain an interoperable radio and data communications system (the “BVWACS Agreement”); and

WHEREAS, the BVWACS Parties desire the BVCOG to supervise the performance of the BVWACS Agreement; and

WHEREAS, the BVCOG desires to undertake the supervision of the performance of the BVWACS Agreement as set forth in this Agreement;

NOW, THEREFORE, BVCOG and the BVWACS Parties do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The BVCOG represents that it is eligible to contract with the BVWACS Parties under the Interlocal Cooperation Act for the purposes recited herein because it is a local government and it possesses adequate legal authority to enter into this Agreement. Likewise, the BVWACS Parties represent that they, too, are each local governments or political subdivisions eligible to enter into this Agreement for the purposes recited herein.

ARTICLE 2: APPLICABLE LAWS

The BVCOG and the BVWACS Parties agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement. This includes applicable laws relating to purchasing and bidding of products and services, maintenance of open records and use of the Brazos Valley Wide Area Communications System in accordance with Federal Communications Commission rules. A party to this Agreement is financially responsible for any FCC penalties, fines or other financial encumbrances or penalties caused by the actions of its agents, employees or representatives.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement among the parties hereto, and supersede any and all oral and written agreements among the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when approved by the governing body of the last party which approval makes the Agreement go into effect or October 1, 2013, whichever occurs latest. It shall remain effective until September 30, 2018, subject to the rights of termination set forth herein. The conditions set forth below shall apply unless modified or terminated in accordance with the provisions hereof.

ARTICLE 5: SCOPE OF SERVICES

The BVCOG agrees to perform certain services for the BVWACS Parties at specified rates and costs as set forth in Exhibit "A-2" Scope of Services attached hereto. Additionally, the BVCOG agrees to perform as the BVWACS Managing Entity as set forth in the BVWACS Agreement which is attached hereto as Exhibit "A-1."

The BVCOG will assist the BVWACS Parties in managing grant funds as set forth in Exhibit "A". Nothing herein shall make the BVCOG responsible for providing funding for various projects associated with such grant or programs in the event of a shortfall.

ARTICLE 6: PAYMENTS

Pursuant to the BVWACS Agreement, upon delivery of goods or services provided and upon presentation of properly documented statements on a quarterly basis to each of the BVWACS Parties for their proportionate share of same, each BVWACS Party shall promptly in accordance with the BVWACS Agreement pay the BVCOG the full amount of its respective share. All payments for goods or services will be made from current revenues available to the BVWACS Parties.

ARTICLE 7: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all the parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into

this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 8: TERMINATION PROCEDURES

The BVCOG or the BVWACS Parties may cancel this Agreement at any time upon ninety (90) days written notice by certified mail to the other parties to this Agreement. The obligations of the BVWACS Parties and of the BVCOG, including obligations to pay any invoices outstanding for goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the responsible party.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that any party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 11: CONSENT TO SUIT

Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE 12: NOTICES

Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such party at the following respective addresses:

Brazos Valley Council of Governments:

Attention: Executive Director
P.O. Box 4128
Offices: 3991 East 29th St.
Bryan, Texas 77805-4128

City:

City of Bryan
Attention: City Manager, with a copy to the City Attorney
P. O. Box 1000
Bryan, TX 77805

City:

City of College Station
Attention: City Manager, with a copy to the City Attorney
P. O. Box 9960
College Station, TX 77842

City:
City of Brenham
Attention: City Manager, with a copy to the City Attorney
200 West Vulcan Street
PO Box 1059
Brenham, TX 77834

County:
Brazos County
Attention: County Judge, with a copy to County Attorney
200 S. Texas Avenue
Suite 332
Bryan, TX 77803

County:
Washington County
Attention: County Judge, with a copy to County Attorney
100 East Main Street
Suite 104
Brenham, TX 77833

Texas A & M University:
Texas A & M University
Attention: Vice President and Associate Provost
For Information Technology and Chief Information Officer
1365 TAMU
College Station, TX 77843-1365

ARTICLE 13: MISCELLANEOUS

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Brazos County, Texas.

b. 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.

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

d. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

e. 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.

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

g. This Agreement is effective as of the effective date set forth above. This Agreement may be executed simultaneously in one or several counterparts, each of which is deemed to be an original and all of which together constitute one and the same instrument. The counterparts may be signed in multiple originals to allow each party to have an originally signed counterpart for each party. The Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties.

THIS INSTRUMENT HAS BEEN EXECUTED IN MULTIPLE ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

BRAZOS VALLEY COUNCIL OF
GOVERNMENTS

By: _____

Date: _____

CITY OF BRYAN

By: _____

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Executive Director Business Services
Date: _____

CITY OF BRENHAM

By: _____

Date: _____

BRAZOS COUNTY

By: _____

Date: _____

WASHINGTON COUNTY

By: _____

Date: _____

TEXAS A & M UNIVERSITY

By: _____

Date: _____

m. Project Management. Oversee the management of all projects relating to the construction, acquisition and implementation of Infrastructure and Improvements to the BVWACS;

n. Standard Operating Procedures. Develop, distribute and keep current standard operating procedures for the BVWACS as directed by the Operating Board;

o. BVWACS Availability. Ensure operational and technical availability of the BVWACS features to the Parties and Associates in accordance with the goals and objectives set forth herein and that support interaction and communications with other public safety radio systems;

p. Grant Administration. Oversee the application, administration and financial management of grant funding programs available for the construction, acquisition, implementation, operation and maintenance of the BVWACS. This includes performing as a recipient or sub-recipient for the BVWACS Parties in relation to such grant programs, and such other duties as set out below.

2. Perform Grant Administration, including the following:

a. Procurement and evaluation responses resulting in specific recommendations to the BVWACS Governing Board for the execution of grants and contracts, including receipt of funds;

b. Recommendation to the BVWACS Governing Board for the award of subcontracts for the provision of the services set forth for covered programs that have been approved in accordance with the BVWACS Agreement;

c. Management, administration, and oversight of subcontracts and subcontractors' performance, including for contracts for planning, evaluation, and monitoring;

d. Payment of all authorized grant program expenses, whether for staff or administrative services, participant support costs, authorized subcontracted services, participant wages or stipends, or other costs incurred in the implementation of programs;

e. Reimbursement of any questioned or disallowed costs will first be demanded from the subcontractor where the costs occurred, and making recommendations regarding possible solutions;

f. Maintenance of financial and grant participant information records;

g. Preparation and delivery of such reports and invoices for funds as are required by the state and federal rules, regulations, and administrative policies applicable to the program covered under the statutes;

h. Preparation of a budget for Grant Recipient/Fiscal Agent;

i. Authority to procure service providers for services authorized in the adopted and approved annual plans for the covered grant programs;; and

j. Provision of other duties that may be required by changes in state and/or federal rules, regulations, and/or policies that are applicable to the covered grant program.

3. Exclusion from scope of services:

a. Conveyance of interests in real property. This does not prohibit the provision of services relating to property acquisition, such as oversight of surveys, title work, appraisals, etc.

EXHIBIT "A-2"

	<u>APPROVED</u> <u>FY2013 BUDGET</u>
EXPENSES	
Personnel	
System Manager	91,052
BVCOG Staff	19,351
Benefits	33,941
Total Personnel	<u>144,344</u>
Direct Expenses	
Travel	8,000
T-1 lines	109,164
Maintenance (Motorola)	258,445
Maintenance (HCRRS)	77,765
Supplies	
Telephone Expense	1,400
Equipment	
Contingency	
Consultants	
Postage, Printing, Training	
Other Direct	15,000
Total Direct Expenses	<u>469,774</u>
Other Direct Expenses	
Copier Expense	160
Postage Expense	192
Insurance	6,000
Training and Meeting Expense	2,500
Total Other Direct Expenses	<u>8,852</u>
Internal Service Funds	
Accounting Svc ISF	4,608
System Adm ISF	10,149
Copy Fax Service ISF	513
Human Resource Management	
ISF	8,535
Office Space ISF	6,552
Receipt Internet Loc Ph ISF	2,307
Core Supplies ISF	1,731
Supply Procurement ISF	807
Audit Expense	1,250
Total Internal Service Funds	<u>36,452</u>
Total Expenses before Indirect	<u>659,422</u>
Indirect Expenses	
Indirect Cost Expense	17,804
Total Indirect Expenses	<u>17,804</u>
Total EXPENSES	<u>677,226</u>

August 22, 2013
Consent Agenda Item No. 2g
A Resolution Approving Parks and Recreation Department
User Fees Game Day Car and RV Parking

To: Kathy Merrill, Interim City Manager

From: David Schmitz, Director, Parks and Recreation Department

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution for Parks and Recreation Department User Fees for single car and self contained RV camping at W.A. Tarrow Park parking lot.

Relationship to Strategic Goal:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation: The Parks and Recreation Advisory Board and staff recommend approval of the resolution and fees schedule as submitted.

Summary: The City of College Station Parks & Recreation Department offers RV owners an accessible way to enjoy College Station and a place to call home during designated weekends. Campers will be able to enjoy convenient access to shopping, dining and Texas A&M University.

LOCATION:

W.A. Tarrow Park (Wayne Smith Baseball Field)
107 Holleman Drive
College Station, TX 77840

FEES PER DAY: *3 night maximum*

Single Car Parking Space Permit: \$10
Self Contained RV Camping Space: [No Water, No Elec.]: \$30

All RV permitted camping areas are available only on published weekends and have a three (3) day maximum. RV Camping is allowed only in designated areas and only by paid permit obtained at the College Station Parks and Recreation Department. Tent camping will be prohibited. No RV camping permit will be issued to a minor.

Budget & Financial Summary: These fees will go into effect upon approval by City Council.

Attachments:

- 1) CSTX RV Camping Reservation Request Form WA Tarrow
- 2) CSTX RV Camping Policies WA Tarrow
- 3) Resolution Setting Fees



RV CAMPING REGISTRATION REQUEST FORM

for W.A. Tarrow Park (Wayne Smith Baseball Complex)

Reservation requests are handled first come, first served, based upon current availability.
Submittal of this request form does not guarantee availability for the types(s) and date(s) requested.

Submittal of the signed "RV Parking Rules & Policies" and license plate numbers with state for all vehicles and RV's are required for registration request processing. The requestor warrants that all vehicles and RV's brought into the Park are properly insured pursuant to Texas law.

CUSTOMER INFORMATION |

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Home Phone: _____

E-Mail _____

CATEGORIES | Please indicate the number of each type of spaces and the dates you are requesting:

Single Car Parking Space Permit | \$10 per Day | # Permits: ____ Dates Requested: _____

Self Contained RV [No Water, No Elec.] | \$30 per Day | # Spaces: ____ Dates Requested: _____

LICENSE PLATE NUMBERS & STATE | Please include all vehicles and RV's that will be at the site.

Vehicle/RV License Plate: _____ State: ____ | Vehicle/RV License Plate: _____ State: ____

Vehicle/RV License Plate: _____ State: ____ | Vehicle/RV License Plate: _____ State: ____

Vehicle/RV License Plate: _____ State: ____ | Vehicle/RV License Plate: _____ State: ____

Vehicle/RV License Plate: _____ State: ____ | Vehicle/RV License Plate: _____ State: ____

PAYMENT | Reservation payment may be made in person or over the phone with a credit card (979) 764-3486.

MAIL COMPLETED RESERVATION REQUESTS AND REQUIRED SIGNED DOCUMENTS TO:

College Station Parks & Recreation
1000 Krenek Tap Rd.
College Station, TX 77845

Phone: (979) 764-3486 | Fax: 979.764.3737 | E-Mail: kkelbly@cstx.gov



RV CAMPING RULES & POLICIES

The City of College Station Parks & Recreation Department offers RV owners an accessible way to enjoy College Station and a place to call home during designated weekends. Campers will be able to enjoy convenient access to shopping, dining and Texas A&M University.

LOCATION

W.A. Tarrow Park (Wayne Smith Baseball Field)
107 Holleman Drive
College Station, TX 77840

FEES PER DAY | 3 night maximum

Single Car Parking Space Permit	\$10
Self Contained RV [No Water, No Elec.]	\$30

CHECK-IN/CHECK-OUT TIMES

Check-In: 12:00 P.M. (Noon) on Thursday
Check-Out: 3:00 P.M. on Sunday

NOTE – All RV camping and car parking spaces must be vacated by 3:00 P.M. on Sunday, regardless of actual arrival time/date. RV's and vehicles not removed by check-out time are subject to fines and immediate towing, at RV/vehicle owner's sole expense.

RESERVATIONS

Reservation requests are handled first come, first served, based upon availability. To reserve a space, contact the College Station Parks & Recreation Department at 979.764.3486 or visit Stephen C. Beachy Central Park, 1000 Krenek Tap Road, College Station, Texas 77840. Office hours are Monday-Friday, 8 a.m. to 5 p.m. All reservations must be secured with a credit card and payment must be made in full at the time of the reservations. The individual making a reservation request warrants that all vehicles and RV's brought into the Park are properly insured pursuant to Texas law. Submission of a signed copy of this document ("RV Camping Rules & Policies") and a completed "RV Camping Registration Request Form" are required at the time the reservation request is made. Reservation requests that do not include these items will be considered incomplete and will not be processed.

CANCELLATIONS

Please contact the Parks & Recreation Department at 979.764.3486, prior to the arrival date to cancel/change a reservation. Changes to reservations are subject to availability. Cancellations made within three (3) days of scheduled check-in are subject to a penalty equal to 20% of the total reservation fees. If cancellations or changes are not made as indicated above, your reservation is subject to a penalty equal to 100% of the total reservation.

WEATHER CONTINGENCY

In the event of severe weather, the City of College Station reserves the right to close W.A. Tarrow Park (Wayne Smith Baseball Field).

RULES & REGULATIONS



All RV permitted camping areas are available only on published weekends (refer to cstx.gov/rentals) and have a three (3) day maximum. RV Camping is allowed only in designated areas and only by paid permit obtained at the College Station Parks and Recreation Department. **TENT CAMPING IS PROHIBITED.** No RV camping permit will be issued to a minor.

Quiet Hours (noise curfew) are from 11:00 P.M. to 6:00 A.M. The close configuration of RV camping spaces requires that guests be good neighbors and conduct themselves in a manner that provides for the comfort and enjoyment of all. Part of being a good neighbor means minimizing noise and disruption of others.

Permits issued by the City of College Station shall be displayed and remain visible on the RV and any additional vehicles at all times.

Parking space is limited. One vehicle with motor home or one pickup/towing vehicle with trailer or fifth wheel will be permitted. If available, additional parking space permits may be purchased.

Pets are allowed, but must be kept quiet and on a leash at all times when outside. Please dispose of animal waste properly.

Campers are responsible for keeping rented spaces clean and free of trash and debris. Dispose of trash in sealed plastic bags placed into the provided dumpsters.

Camp stoves and BBQ grills are permitted at campsites. Above-ground fire rings/tables with screens are permitted unless Brazos County is under a burn ban. Fires must not be left unattended. Extinguish fires completely before leaving. No person shall at any time burn trash, brush or other refuse within the Park.

No firearms, air guns, or fireworks may be discharged in the park.

No solicitors, vendors, or peddlers are allowed without written consent and City of College Station vendor permits.

No person shall destroy or remove from the Park area any timber, wood, sticks, shrubs, vegetation, rock, sand, gravel, caliche, or any other substance, material or geologic feature. Trimming wood from trees and gathering wood is strictly prohibited and will result in fines and forfeiture of camping fees.

All sidewalks, drive lanes, and fire lanes must be kept clear of all generators, cords, hoses, satellite dishes, equipment and vehicles. Improperly parked vehicles will be ticketed and towed at vehicle owner's expense.

Children must be supervised at all times.

THERE ARE NO GRAY WATER AND NO SEWER DISCHARGE/DUMP FACILITIES IN THE PARK. Gray water/solid waste may **NOT** be disposed of anywhere in the Park and shall be hauled out. No wastewater, sewage, or



effluent from holding tanks, sinks, toilets or other plumbing fixtures is to be discharged in the park under any circumstances. Failure to observe this policy shall result in immediate reservation cancellation, forfeiture of any rental paid, removal from the park, the issuance of fines and criminal citations pursuant to City of College Station Ordinance and state law, and subject any violator to arrest.

The City of College Station is not responsible for any lost or stolen personal property, personal injury, personal safety, or any damages from any cause. Please secure all property and lock RV's. All campers and guests assume all risks associated with usage of the Park.

The City of College Station reserves the right to refuse service to or immediately remove from the Park anyone, at any time for inappropriate behavior, threats of violence, any violation of City of College Station ordinances, state law, or failure to follow any of the above-mentioned rules and policies.

EMERGENCY CONTACT INFORMATION *[Park's physical address is 107 Holleman Dr., College Station, TX]*

EMERGENCIES – 911 (Police/Fire/Ambulance)

NON-EMERGENCIES – (979) 764-3600 (College Station Police Department)

24-HR PARK ASSISTANCE – (979) 220-9740 Please notify the City of College Station of any facility use issues requiring immediate attention.

EXPRESS WAIVER

IN CONSIDERATION FOR BEING ALLOWED ACCESS AND USAGE OF THE PARK, OR ANY ALTERNATIVE SITE DESIGNATED BY THE CITY OF COLLEGE STATION, I, WITH THE INTENTION OF BINDING MYSELF, MY GUESTS, MY HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, DO HEREBY EXPRESSLY RELEASE AND DISCHARGE ALL CLAIMS, DEMANDS, ACTIONS, JUDGMENTS, AND EXECUTIONS, WHICH I EVER HAD, OR NOW HAVE OR MAY HAVE, OR WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, OR ASSIGNS MAY HAVE, OR CLAIM TO HAVE, AGAINST THE CITY OF COLLEGE STATION, ITS DEPARTMENTS, ITS AGENTS, OFFICERS, SERVANTS, SUCCESSORS, ASSIGNS, VOLUNTEERS, AND EMPLOYEES, CREATED BY, OR ARISING OUT OF PERSONAL INJURIES, KNOWN OR UNKNOWN, AND INJURIES TO PROPERTY, REAL OR PERSONAL, CAUSED BY OR ARISING OUT OF, THAT SEQUENCE OF EVENTS WHICH OCCUR FROM THE AGREEMENT AS HEREIN DESIGNATED ABOVE, OR WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF OR CREATED BY OR ARISING OUT OF USAGE OF CITY-OWNED PROPERTY OR PARTICIPATION IN ANY CITY ACTIVITY DURING TIMES OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW. I HEREBY PERSONALLY ACCEPT AND ASSUME ALL RISK (KNOWN AND UNKNOWN) AND RESPONSIBILITY FOR ANY HARM, INJURY, DAMAGE, AS WELL AS WORST CASE INJURY SCENARIOS (PERMANENT DISABILITY AND DEATH), TO ANY OF MY GUESTS, MYSELF, THE GUESTS' PROPERTY, OR MY PROPERTY, WHILE THE GUESTS OR I ARE ON CITY-OWNED PROPERTY. THIS STATEMENT, IN ITS ENTIRETY, TO THE FULLEST EXTENT PERMITTED BY LAW, IS ALSO VALID FOR ANY MINOR OR MINORS THAT I ALLOW ON CITY-OWNED PROPERTY.

INDEMNIFICATION

IN CONSIDERATION FOR BEING ALLOWED TO USE THE PARK, OR ANY ALTERNATIVE SITE DESIGNATED BY THE CITY OF COLLEGE STATION, I SHALL FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE CITY OF COLLEGE STATION, TEXAS, AND ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION AND ANY AND ALL LIABILITY, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, FINES, PENALTIES, COSTS, FEES, AND EXPENSES INCURRED IN DEFENSE OF THE CITY OF COLLEGE STATION, TEXAS, AND ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES AND DEATH IN CONNECTION THEREWITH WHICH MAY BE MADE OR ASSERTED BY MY GUESTS, MYSELF, MY AGENTS, MY SUCCESSORS, MY ASSIGNS, OR ANY THIRD PARTIES ON ACCOUNT OF, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH USAGE OR ACCESS TO CITY-OWNED PROPERTY OR WHILE ON CITY-OWNED PROPERTY, TO THE FULLEST EXTENT PERMITTED BY LAW. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE GUESTS OR MYSELF TO INDEMNIFY AND PROTECT THE CITY OF COLLEGE STATION AND ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY AND ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR



EMPLOYEES, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. THIS STATEMENT, IN ITS ENTIRETY, TO THE FULLEST EXTENT PERMITTED BY LAW, IS ALSO VALID FOR ANY MINOR OR MINORS THAT I ALLOW ON CITY-OWNED PROPERTY.

MEDICAL AUTHORIZATION

I authorize the City of College Station’s employee or agent to secure medical care for my Guests or myself in the event of injury. I agree to assume all liability for payment, and hold harmless the City, its officers, employees, sponsors, volunteers, or agents, of all medical expenses arising from said medical care for said injury.

MEDIA RELEASE

I hereby give the City of College Station the right to photograph, televise, video, film, and sound record the Guests or my acts, appearances and utterances of me and to use any descriptive words, EXCLUDING my name, in conjunction therewith and without limit as to the time, to produce and reproduce the same or any part thereof by any method and to use for any purpose which the City deems proper. All such photographs, videos, films and sound recording shall be the exclusive property of the City of College Station and the Guests or I hereby relinquish all rights, title, and interest therein.

QUESTIONS AND MORE INFORMATION

For any questions and for more information, contact the Parks & Recreation Department at (979) 764-3486 or kkelbly@cstx.gov.

By signing below, I acknowledge that my Guests and I agree to all of the above stated provisions.

By: _____
(print name)

Signature: _____

Date: _____

Address: _____
(city, state, zip)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS, APPROVING AND SETTING USER FEES FOR THE PARKS AND RECREATION DEPARTMENT FOR GAME DAY RV CAMPING IN W.A. TARROW PARK.

WHEREAS, the proposed fees for Parks and Recreation Game Day RV Camping in W.A. Tarrow Park are consistent with the adopted fiscal and budgetary policy; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council of the City of College Station hereby approves and adopts the following Parks and Recreation Department proposed fees for Game Day RV Camping in W.A. Tarrow Park:

1. Single Car Parking Space Permit: \$10 per day, per space
2. Self Contained RV Camping Space: \$30 per day, per space [no water or elec.]

PART 2: That the fees for Game Day RV Camping in W.A. Tarrow Park shall take effect upon approval of this resolution.

ADOPTED this _____ day of August, 2013.

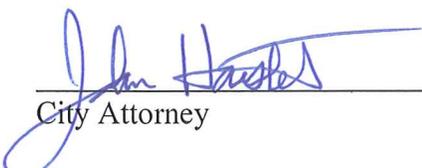
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

August 22, 2013
Consent Agenda Item No. 2h
Ratify Emergency Water Line Repairs

To: Kathy Merrill, Interim City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding ratification of construction contract 13-369 with Elliott Construction to repair the 24-inch water line at Dartmouth and FM-2818 in the amount of \$140,704.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation: Staff recommends that Council ratify the purchase order.

Summary: To protect the health, safety and best welfare of the public, and remain in compliance with TCEQ regulations, City Staff has repaired the 24-inch water line at Dartmouth and FM-2818 on emergency basis, prior to Council approval. This water line is a critical element in the water distribution system, for moving water to the south side of College Station.

This water line was discovered leaking on July 28th and steps were taken over the next several days to isolate the leak and get all customers back with full time water service. As work progressed to repair the line, the excavations began to slough, and endanger the structural integrity of the adjacent roadways. The decision was made to cease excavation, backfill with cement stabilized sand, and create a new bore under Dartmouth to install a new replacement water line. This scope of work is reflected in the attached quote for a total of \$140,704.

This contract is exempt from competitive bidding pursuant to LGC 252.022(a)(2) a procurement necessary to preserve or protect the public health or safety of the municipalities residents. Staff authorized the additional repairs to proceed prior to Council approval, to protect the health and welfare of the public by ensuring the proper operation of the water distribution system. To delay the repairs would have caused serious undermining of the adjacent roadways, and wasted millions of gallons of water. For these reasons, staff recommends Council approve the ratification.

Budget & Financial Summary: The proposed cost of this repair is \$140,704. As it was not known when the budget was developed that this repair would be needed, the item was not included in the FY13 Water Capital Improvement Projects Budget. Budget for this repair in the amount of \$120,000 will be transferred from the Plantation Oaks Water Line project and budget in the amount of \$20,704 will be transferred from the 3 MG Ground Storage Reservoir Rehabilitation project. Both of these projects are complete and came in under budget.

Reviewed and approved by Legal: Yes

Attachment:
Repair quote

ELLIOTT CONSTRUCTION, LTD.
P.O. BOX 510 WELLBORN, TX. 77881
PHONE (979) 690-7071 * FAX (979) 690-7152

CITY OF COLLEGE STATION
P.O. BOX 9960
COLLEGE STATION, TX. 77842

Estimate for Bore under Dartmouth & CONNECTION

August 6, 2013

NO.	DESCRIPTION	QTY	UN	UNIT PRICE	AMOUNT
1	36" BORE WITH CASING	100	LF	391.00	39,100.00
2	LOCKING PIPE W/SPACER & END SEALS	100	LF	271.00	27,100.00
3	24X12 TEE W/ 12" VALVE & TIE IN EX. LINE	1	LS	7,700.00	7,700.00
4	24" 45 BENDS	4	EA	2,240.00	8,960.00
5	24" DIP	120	LF	131.00	15,720.00
6	24" SLEEVE	1	EA	2,680.00	2,680.00
7	REPLACE ADA RAMPS	3	EA	1,400.00	4,200.00
8	REPLACE SIDEWALKS	300	SF	6.50	1,950.00
9	BORE IN NEW ELECTRIC CONDUIT	1	LS	4,100.00	4,100.00
10	LABOR & EQUIPMENT AS OF 8-7-13	1	LS	25,094.00	25,094.00
11	INSUREANCE & BONDS	1	LS	4,100.00	4,100.00
					140,704.00

August 22, 2013
Consent Agenda Item No. 2i
Exemption for Wellborn Wheeling ILA

To: Kathy Merrill, Interim City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approval for City Manager to expend up to \$75,000 in FY-13 under the Wellborn SUD Wheeling ILA.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation: Approval of the exemption.

Summary: On June 28, 2012 City Council approved an Inter-Local Agreement with Wellborn Special Utility District (WSUD) to “wheel” water. Under this agreement, WSUD pumps raw well water into the City’s well-field collection system, and then gets the water back at the interconnects on the south side of College Station. The City pays a discounted volumetric charge for water entering the City’s system, and then WSUD pays full commercial rates for the water they withdraw from the system.

In May 2013, WSUD completed the infrastructure work required to implement the wheeling agreement, and they began pumping water into the City’s system. For the remainder of FY-13, we expect the total cost will not exceed \$75,000.

Since these costs are required to execute the ILA, staff recommends approval.

Budget & Financial Summary: No impact to Budget, this arrangement generates a small revenue source for the Water Fund.

Reviewed and Approved by Legal: Not required

Attachment:
None

August 22, 2013
Consent Agenda Item No. 2j
Professional Audit Services Renewal

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion regarding the renewal of contract 09-268 between the City of College Station and Ingram, Wallis & Co., P.C. in the amount of \$95,000.00 for the purposes of Professional Auditing Services for the fiscal year ending on September 30, 2013.

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Staff recommends approval of the contract renewal agreement with Ingram, Wallis & Co. for the fiscal year ending September 30, 2013 and authorization for the City Manager to execute the contract.

Summary: In May 2009, staff solicited proposals for professional auditing services for the fiscal year ending September 20, 2009 with the option of renewing the engagement for up to four (4) subsequent years. The audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (2007), the provisions of the federal Single Audit Act of 1984 (as amended in 1996), and the provisions of the U.S. Office of Management and budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The Audit Committee recommended Ingram, Wallis & Co. and on July 23, 2009, City Council selected them to be the City's external auditor and approved a letter agreement with them for the fiscal year ending September 30, 2009, with the potential for extending the agreement annually for up to four additional years.

This is the fourth and final renewal.

Budget & Financial Summary: Funds are available and budgeted in the General Fund, and in the Community Development Budget

Reviewed and Approved by Legal: Yes

Attachments: Signed letter of renewal

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew **Contract No. 09-268** for Professional Audit Services in an amount not to exceed Ninety-Five Thousand and No/100 Dollars (\$95,000.00) and all other terms and conditions previously agreed to and accepted.

I understand this renewal agreement will be for the performance of professional audit services for fiscal year ending September 30, 2013. This is the fourth renewal term.

INGRAM, WALLIS & CO., P.C.

CITY OF COLLEGE STATION

By: James D. Ingram II
Printed Name: JAMES D. INGRAM II
Title: President
Date: 7/17/2013

By: _____
City Manager
Date: _____

APPROVED:

Adrian C. Falo
City Attorney
Date: 7-31-13

Executive Director Business Services
Date: _____

August 22, 2013
Consent Agenda Item No. 2k
Bryan/College Station Chamber of Commerce Funding Agreement

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on approving the Hotel Tax Fund funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY13 totaling \$25,000, and approving the budget for the Bryan/College Station Chamber of Commerce related to the Hotel Tax funding.

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

Summary: As part of the 2012-2013 budget process the City Council approved outside agency funding for the Bryan/College Station Chamber of Commerce in the amount of \$25,000 to come from the Hotel Occupancy Tax Fund.

The Chamber of Commerce continues to promote, advocate and refer the City of College Station as a tourism, sporting event and meeting place destination through numerous media sources, radio, television and print. Chamber staff also travels to other areas of the state to promote College Station and the many meetings, activities and events held annually within the community.

This funding will be used to offset a portion of the costs of the annual Economic Outlook Conference, and the Annual Chamber of Commerce banquet which are held at a local hotel and conference center.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2012-2013 Hotel Tax Fund budget in the amount of \$25,000.

Legal Review: Yes

Attachments:

1. Bryan/College Station Chamber of Commerce Hotel Tax Fund Funding Agreement (available in City Secretary's Office)
2. Bryan/College Station Chamber of Commerce budget related to Hotel Tax funding (available in City Secretary's Office)

August 22, 2013
Consent/ Agenda Item No. 2L
Auto & Truck Paint & Body Repair Contract Renewal

To: Kathy Merrill, Interim City Manager

From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation, possible action and discussion regarding the renewal of service contract 11-307 with Cal's Body Shop for annual automobile and truck paint and body repairs in an amount not to exceed \$60,000.00.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: The Fleet Division of Public Works Department does not have the internal recourses to make automotive paint and body repairs to damaged vehicles in our fleet. In FY11, staff solicited sealed competitive bids for this service. Four sealed bids were received and Cal's Body Shop submitted the lowest responsible bid. Cal's Body Shop agrees to the second (final) renewal in an amount not to exceed \$60,000.00.

The table below shows budget and actual expenditures for three prior years:

Year	Budget	Actual Spent
2011	\$56,239	\$56,239
2012	\$60,000	\$60,139
2013 YTD	\$60,000	\$55,379

Budget & Financial Summary: Funds are available in the Property and Casualty Fund.

Reviewed and Approved by Legal: Yes

Attachments:

1. Renewal Form

RENEWAL ACCEPTANCE 2

By signing herewith, I acknowledge and agree to renew Contract No. 11-307 for Annual Auto/Truck Paint and Body Repairs and all other terms and conditions previously agreed to and accepted for an amount not to exceed Sixty Thousand and No/100 Dollars (\$60,000.00).

I understand this renewal agreement will be for the period beginning August 25, 2013 through August 24, 2014. This is the second (final) renewal option.

CAL'S BODY SHOP

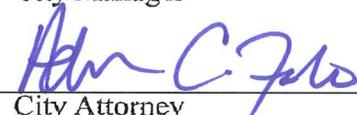


Authorized Signature

7/22/2013

DATE

APPROVED:

City Manager


City Attorney

DATE
7-31-13

DATE

Executive Director of Business Services

DATE



City of College Station - Purchasing Division
Bid Tabulation for #11-110
"Annual Contract for Auto Heavy Truck Paint Body Repairs"
Open Date: Tuesday, July 26, 2011 @ 2:00 p.m.

ITEM	UNIT	DESCRIPTION	Cal's Body Shop (Bryan, TX)	Krause Paint & Body Shop (Bryan, TX)	Oscar & Son's Body Shop (Bryan, TX)	Varsity Ford (College Station, TX)
			UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
GROUP I - CARS & LIGHT TRUCKS						
1.1	Hourly Rate	Body/Fender	\$36.00	\$44.00	\$42.00	\$38.00
1.2	Hourly Rate	Frame	\$36.00	\$22.00	\$50.00	\$38.00
1.3	Hourly Rate	Painting - Labor & Materials	\$36.00	\$66.00	\$70.00	\$60.75
1.4	Hourly Rate	Mechanical	\$36.00	\$22.00	\$75.00	\$38.00
GROUP I - TOTAL			\$144.00	\$154.00	\$237.00	\$174.75
GROUP II - HEAVY TRUCKS						
2.1	Hourly Rate	Body/Fender	\$36.00	\$44.00	\$48.00	No Bid
2.2	Hourly Rate	Frame	\$36.00	\$22.00	\$55.00	No Bid
2.3	Hourly Rate	Painting - Labor & Materials	\$36.00	\$66.00	\$78.00	No Bid
2.4	Hourly Rate	Mechanical	\$36.00	\$22.00	\$75.00	No Bid
GROUP II - TOTAL			\$144.00	\$154.00	\$256.00	No Bid
GRAND TOTAL (GROUP I + GROUP II)			\$288.00	\$308.00	\$493.00	\$174.75
Certification of Bid			✓	✓	✓	✓
Prompt Payment Discount			5%	1%	2%	0%

Notes:

Oscar & Son's Body Shop
 »Bidder miscalculated Group I Total as \$247.00 and the Grand Total as \$503.00 The highlighted totals above are correct.

Varsity Ford
 »Bidder did not bid on Group II - Heavy Trucks.

August 22, 2013
Consent Agenda Item No. 2m
Renewal of Annual Price Agreement for Type D Hot Mix Asphalt Installed

To: Kathy Merrill, Interim City Manager

From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation possible action and discussion regarding the renewal of Contract 12-254 with Brazos Paving Inc. for the Purchase and Installation of Type D Hot Mix Asphalt in the amount of \$944,200.00.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: On June 21, 2012 four (4) competitive bids were received and evaluated for the installation of Type D Hot Mix Asphalt. Brazos Paving was the lowest responsible bidder, and on July 26, 2012 Council approved the award of Contract 12-254 with a not to exceed amount of \$923,200.00.

Brazos Paving has requested an increase of 1.026% because of an increase in material cost. This increase is within the allowed percentage, and increases the not to exceed amount to \$944,200.00. This is the first of two possible renewal agreements.

Budget Financial Summary: Funds are budgeted and available in the Street Maintenance Fund.

Reviewed and Approved by Legal: Yes

Attachments:

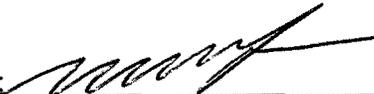
1. Renewal Agreement

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew the Annual Purchase Agreement for the Installation of Type D Hot Mix and Emulsion as stated in BID 12-073, Contract 12-254 and in accordance with all terms and conditions previously agreed to and accepted, with a vendor requested increase of 1.026% for line item one (1), Type D Hot Mix Installed. The price for line item one (1) will increase to \$81.80/ton. The new total not to exceed amount will be Nine Hundred Forty Four Thousand Two Hundred Dollars and 00/100 (\$944,200.00), for an overall increase of 0.98%.

I understand this renewal term will be for the period beginning August 22, 2013 through August 21, 2014. This is the first renewal.

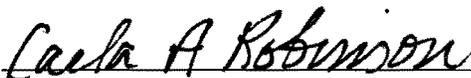
BRAZOS PAVING, INC.

By: 
Printed Name: MARTIN JACKSON
Title: President
Date: 7/15/2013

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:


City Attorney
Date: 07/24/13

Executive Director Business Services
Date: _____

August 22, 2013
Consent Agenda Item No. 2n
Loading Zone on University Drive at College Main

To: Kathy Merrill, Interim City Manager

From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to create a loading zone on University Drive east of College Main to as much as possible, meet the desires of the area merchants and the Memorandum of Understanding between the City of College Station and the Northgate District Association (NDA).

Relationship to Strategic Goals:

1. Improving Mobility

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

Summary: As part of the public meetings held for the University Drive Pedestrian Safety Improvement Project, merchants expressed a desire to have a commercial loading zone on University Drive between College Main and Lodge Street. This would provide an area for commercial vehicles to make deliveries to the adjacent businesses without parking in the travel lanes of University Drive and creating congestion.

The creation of the loading zone was included as one of the deliverables in the Memorandum of Understanding (MOU) between the City of College Station and the Northgate District Association (NDA). According to the MOU, the NDA would obtain the right-of-way needed for the loading zone, and the Texas Department of Transportation and the City were to construct a loading zone. Construction of the loading zone was complete in August 2012; however, not all of the property needed for the loading zone could be acquired by the NDA, or by the City. Therefore, a loading zone on the property that was dedicated to the City for this purpose will be created with the passage of this ordinance. According to the proposed ordinance, only Commercial Motor Vehicles may stop and stand, with an unattended vehicle for active loading or unloading.

The loading zone will extend from the end pedestrian ramp approximately 47 feet east of the center of the College Main right of way and extend east 66 feet toward Lodge Street. With the completion of this project and approval of the ordinance, loading zone signs will be installed and the area will be enforced by the City according to the proposed ordinance. Additionally, the existing white tubular markers preventing vehicles from accessing the area will be reconfigured to delineate the commercial loading zone.

Budget & Financial Summary: The expense associated with the creation of the loading zone signs will be covered by the Public Works Traffic Operations budget.

Reviewed and Approved by Legal: Yes

Attachments:

1. Ordinance
2. Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS", AND "TRAFFIC SCHEDULE XIV NO PARKING HERE TO CORNER AND NO PARKING ANYTIME", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY PROVIDING A SEVERABILITY CLAUSE, DECLARING A PENALTY, AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That CHAPTER 10, "TRAFFIC CODE", SECTION 4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS", AND "TRAFFIC SCHEDULE XIV NO PARKING HERE TO CORNER AND NO PARKING ANYTIME", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3 That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

EXHIBIT "A"

That **CHAPTER 10, "TRAFFIC CODE", SECTION 4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", E (1) "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS", "TRAFFIC SCHEDULE XIV NO PARKING HERE TO CORNER AND NO PARKING ANYTIME"**, is hereby amended to include the following:

North side of FM 60 (University Drive) beginning 47 feet east of the center of the College Main right of way and ending 66 feet east of that point.

Only Commercial Motor Vehicles are allowed to stop and stand, with an unattended vehicle, for active loading or unloading, outside of the travel lanes and median, on the north side of FM 60, beginning at a point 47 feet east of the center of the College Main right of way and ending 66 feet east of that point. Stopping and standing of all commercial motor vehicles must be wholly contained within the designated loading zone without any portion of the vehicle protruding into the adjacent travel lane. No vehicle or portion of vehicle shall stop, stand or park outside of the identified 66 foot long loading zone.

The Commercial Vehicle Loading Zone is available 24 hours per day. All other vehicles are prohibited from stopping, standing, and parking in this area at any time.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

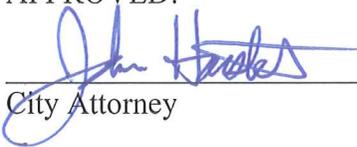
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney



Proposed University Drive Loading Zone



Proposed University Drive Loading Zone

August 22, 2013
Regular Agenda Item No. 1
Public Hearing for FY2013-2014 Proposed Budget

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director, Business Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on the City of College Station FY2013-2014 Proposed Budget.

Recommendation(s): Hold public hearing on Proposed Budget and receive citizen input. Provide direction to staff on budget.

Summary: The City Charter requires that the City Council call and hold a public hearing on the proposed budget; and that after such public hearing, the Council may insert or decrease items so long as the total of any increases and insertions do not increase the total budget by more than 3%.

The Proposed Budget was presented to the City Council on August 08, 2013. Three budget workshops were scheduled to review the proposed budgets on August 19th, August 20th, and August 21st (if needed).

On August 8, 2013, the City Council called a public hearing on the FY2013-2014 Proposed Budget. A notice announcing the public hearing was published in accordance with City Charter and State Law requirements.

The FY2013-2014 Budget is scheduled to be adopted on September 12, 2013.

Budgetary and Financial Summary: The following is an overall summary of the proposed budget.

Subtotal Operation and Maintenance:	\$215,769,002
<u>Subtotal Capital:</u>	<u>39,639,259</u>
Total Proposed Budget:	\$255,408,261

Attachments: Please bring FY2013-2014 Proposed Budget.

August 22, 2013
Regular Agenda Item No. 2
The Barracks II Rezoning

To: Kathy Merrill, Interim City Manager

From: Bob Cowell, AICP, CNU-A, Executive Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 59 acres for the property located in the Crawford Burnett League Abstract No. 7, College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 108.88 acre tract as described by a deed to Heath Phillips Investments, LLC, Recorded in Volume 9627, Page 73 of the Official Public Records of Brazos County, Texas, more generally located at 3100 Haupt Road from PDD Planned Development District to PDD Planned Development District with additional uses and amendments to the previously approved concept plan for the Barracks II.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their August 1, 2013 meeting and voted 6-0 to recommend approval of the rezoning request. Staff also recommended approval of the request.

Summary: The proposed rezoning is an amendment to a portion of the previously approved PDD Planned Development District zoning to revise the concept plan and add additional uses.

In June 2011, 108 acres was rezoned from A-O Agricultural Open to PDD Planned Development District and included a mix of commercial and single-family attached (townhome) and single-family detached residences. The original proposal included a wake board ski facility within two of the detention pond areas. At the Planning & Zoning Commission and City Council meetings concerns were expressed about the proposed wake board facilities, specifically regarding light, noise, buffers and whether the use was appropriate for the area. City Council approved the rezoning with the condition that the wakeboard use be removed. In April 2012, a revised PDD Planned Development District rezoning was approved that adjusted the configuration of the concept plan and added recreation facility uses consisting of two 2-tower cable wakeboard ski systems as well as other water recreation uses.

The developer is requesting the rezoning amendment to revise a portion of the Barracks II development (59 acres) to provide additional uses, which include a micro-brewery, rental condo units and development sales office. Additionally, the rezoning revises the original approved layout to realign streets/alleys adjacent to the park areas, reduces the amount of commercial acreage along Old Wellborn Road, and adds three blocks of townhomes.

REVIEW CRITERIA

The Comprehensive Plan designates the subject property as General Suburban and is located in Growth Area 5. It states that the area between Cain Road and Rock Prairie Road should be used for General Suburban activities, including high-density single-family lots

(minimum 5,000 square feet), townhomes, duplexes, as well as suburban or neighborhood commercial and office uses.

The property is currently zoned PDD Planned Development District, allowing for a mixture of single-family residences, offices and commercial development. Residential uses are capped at a proposed density of 8.50 units per acre and will continue the type of residential development immediately to the south of the subject property, which are zoned and developed for single-family residences and townhomes. These properties include The Barracks, a townhome development, as well as the Williamsgate and Buena Vida subdivisions that are zoned R-1 Single-Family Residential.

Commercial uses are primarily proposed to be located along Old Wellborn Road, which is parallel to the existing railroad tracks. Through the PDD, additional controls are being applied that address issues related to architectural design, size, scale, and buffering as well other specific items.

Additional uses beyond what are currently allowed under the C-3 Neighborhood Commercial designation were approved with the original rezoning. These uses include a shooting range-indoor, car wash, commercial garden/greenhouse/landscape maintenance, commercial amusement, office and retail sales/service with storage areas being greater than 50% of the space, and self-storage allowing the storage of equipment, materials, recreational vehicles, or boats in buildings with at least three enclosed sides. As mentioned previously, additional standards have been included to address issues of design, size, scale and buffering.

The proposed revised PDD zoning includes the addition of micro-industrial uses (specifically a micro-brewery), short-term rental condos that will not to exceed 20 units (akin to a small hotel contained within the recreational facility building) and a development sales office all located within the recreation facility area.

REVIEW OF CONCEPT PLAN

Modifications from the previously approved concept plan include the addition of uses, realignment of streets/alleys around the parks, reduction in the amount of acreage for commercial development and the addition of three blocks of townhomes. The additional uses consist of a development sales office, micro-brewery, and rental condo units that are limited to no more than 20 units. Other changes include increasing the restaurant size from 3,500 square feet to 5,000 square feet, and increasing the number of cable wake board ski systems from two to three.

The applicant has provided the following information related to the purpose and intent of the proposed zoning district:

"The Barracks II Subdivision was previously granted PDD Zoning to develop a residential community for students in the 18-30 year age range. The planned development includes a mixture of housing options and commercial businesses that cater to the student population. The intent has not changed. This rezoning request merely adds another allowable use to the existing PDD Zoning. The Recreation Center and ski facility are intended to enhance the marketability of this mixed use development to buyers in the target demographic."

In accordance with this purpose statement, the Concept Plan includes a mixture of residential, commercial and office uses. Commercial uses are proposed along portions of Old Wellborn Road. These areas will be limited to C-3 Neighborhood Commercial uses, with additional allowed uses consisting of a shooting range –indoor, car wash, commercial garden/greenhouse/landscaping, commercial amusement, office and retail sales/service

with storage areas being greater than 50%, and self-storage allowing equipment, materials, recreational vehicles and boats in a building enclosed on three sides. These uses would be limited to commercial tracts 2 and 3, which are located along Old Wellborn Road. Additionally, commercial tract 3 is the only commercial tract where self-storage units would be permitted. As proposed, restaurants would not be a permitted use in Commercial Tracts 2 and 3. All commercial structures will be required to be in compliance with the Non-Residential Architectural Standards as well as being compatible in size, roof type and pitch, materials, and architecture with the surrounding residential uses. A recreation center that includes a Wake Board Ski Park is proposed to utilize two of the three detention ponds that are necessary to serve the development. The recreation center, which includes offices, a pro shop, a 5,000 square foot restaurant, micro-brewery, rental condo units and a development sales office, will be required to meet all UDO requirements.

Residential uses consisting of townhomes are proposed for the remainder of the site. Residential density has increased from a max of 8.45 dwelling units per acres to 8.5. The townhomes are proposed to be located around a 1.62 acre park at the center of the development with an additional 2.25 acres of park land located around the perimeter of the townhomes. As mentioned previously, the layout of the development has changed from the previously approved concept plan. Layout changes have been made in order to realign streets/alleys located near the park areas, reduce the amount of commercial acreage, as well as to add three blocks of townhomes along Old Wellborn Road.

At time of site plan and plat, the project will need to meet all applicable standards required by the UDO except those discussed below. Staff is currently undertaking an effort to create new zoning districts to implement the different character areas envisioned by the Comprehensive Plan. In the absence of a defined General Suburban zoning district, the applicant and staff have negotiated through various standards to seek to attain a general suburban style that is appropriate for this portion of the City, while seeking to retain flexibility for both parties.

Base Zoning and Meritorious Modifications

The applicant has proposed to continue to utilize R-3 Townhouse and C-3 Light Commercial as the base, underlying zoning districts for standards that are not identified in the PDD. The existing PDD zoning was approved with meritorious modifications that will carry over with this rezoning amendment. No new modifications are being requested or altered with this rezoning amendment. At the time of site plan and plat, the project will need to meet all applicable site, architectural and platting standards required by the Unified Development Ordinance except where meritorious modifications were granted with the PDD zoning.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Background Information
2. Aerial & Small Aerial Map (SAM)
3. Draft Planning & Zoning Commission Minutes – August 1, 2013
4. Rezoning Map
5. Concept Plan
6. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 1, 2013

Advertised Council Hearing Dates: August 22, 2013

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:

Barracks at Rock Prairie Owner's Association
Buena Vida Owner's Association

Property owner notices mailed: 99
 Contacts in support: None at time of staff report
 Contacts in opposition: None at time of staff report
 Inquiry contacts: 1

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban – Growth Area 5	A-O Agricultural Open	Vacant
South	General Suburban – Growth Area 5	R-1 Single-Family Residential; R-3 Townhouse; A-O Agricultural Open	Townhomes (The Barracks), single-family residences (Williamsgate Subdivision and Buena Vida Subdivision)
East	6-lane Major Arterial on Thoroughfare Plan		Old Wellborn Road, Railroad tracks and FM 2154
West	General Suburban – Growth Area 5, Major Collector on Thoroughfare Plan	PDD Planned Development District; A-O Agricultural Open	Townhomes, single-family residences (Barracks II Development), Vacant

DEVELOPMENT HISTORY

Annexation: 2002

Zoning: A-O Agricultural Open upon annexation (2002)
 A-O Agricultural Open to PDD Planned Development District (2011)
 PDD Planned Development District to PDD Planned Development District (2012)

Final Plat: Barracks II Phase 300; Barracks II Phase 100 and 101 are final platted and are adjacent to the property proposed for rezoning.

Site development: A portion of Barracks II Phase 300 has been developed and adjacent areas to the property proposed for rezoning have been developed (Barracks II Phase 100 and 101).



REZONING
Case: 13-122
THE BARRACKS II
DEVELOPMENT REVIEW

MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
August 1, 2013, 7:00 p.m.
City Hall Council Chambers
College Station, Texas

COMMISSIONERS PRESENT: Mike Ashfield, Jodi Warner, Bo Miles, Brad Corrier, Jerome Rektorik, and Jim Ross

COMMISSIONERS ABSENT: Vergel Gay

CITY COUNCIL MEMBERS PRESENT: Karl Mooney

CITY STAFF PRESENT: Bob Cowell, Jennifer Prochazka, Matt Robinson, Morgan Hester, Teresa Rogers, Jenifer Paz, Alan Gibbs, Carol Cotter, Danielle Singh, Joe Guerra, Roberta Cross, April Howard, and Brittany Caldwell

1. **Call Meeting to Order**

Chairman Ashfield called the meeting to order at 7:04 p.m.

2. **Pledge of Allegiance**

3. **Hear Citizens**

No one spoke.

4. **Consent Agenda**

Regular Agenda

5. Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 59 acres for the property located in the Crawford Burnett League Abstract No. 7, College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 108.88 acre tract as described by a deed to Heath Phillips Investments, LLC, Recorded in Volume 9627, Page 73 of the Official Public Records of Brazos County, Texas, more generally located at 3100 Haupt Road from PDD Planned Development District to PDD Planned Development District with additional uses and amendments to the previously approved concept plan for the Barracks II. **Case #13-00900122 (M. Robinson) (Note: Final action on this item is scheduled for the August 22, 2013 City Council Meeting - subject to change)**

Senior Planner Robinson presented the rezoning and recommended approval.

There was general discussion amongst the Commission regarding the rezoning.

Commissioner Ross asked why there was an additional cable system.

Heath Phillips, applicant, stated that he realized the lake was larger than was anticipated. He said that the additional system would be the same two-tower cable system that is currently installed.

Chairman Ashfield opened the public hearing.

No one spoke during the public hearing.

Chairman Ashfield closed the public hearing.

Commissioner Ross motioned to recommend approval of the rezoning. Commissioner Corrier seconded the motion, motion passed (6-0).

There was no discussion regarding future agenda items.

6. Adjourn.

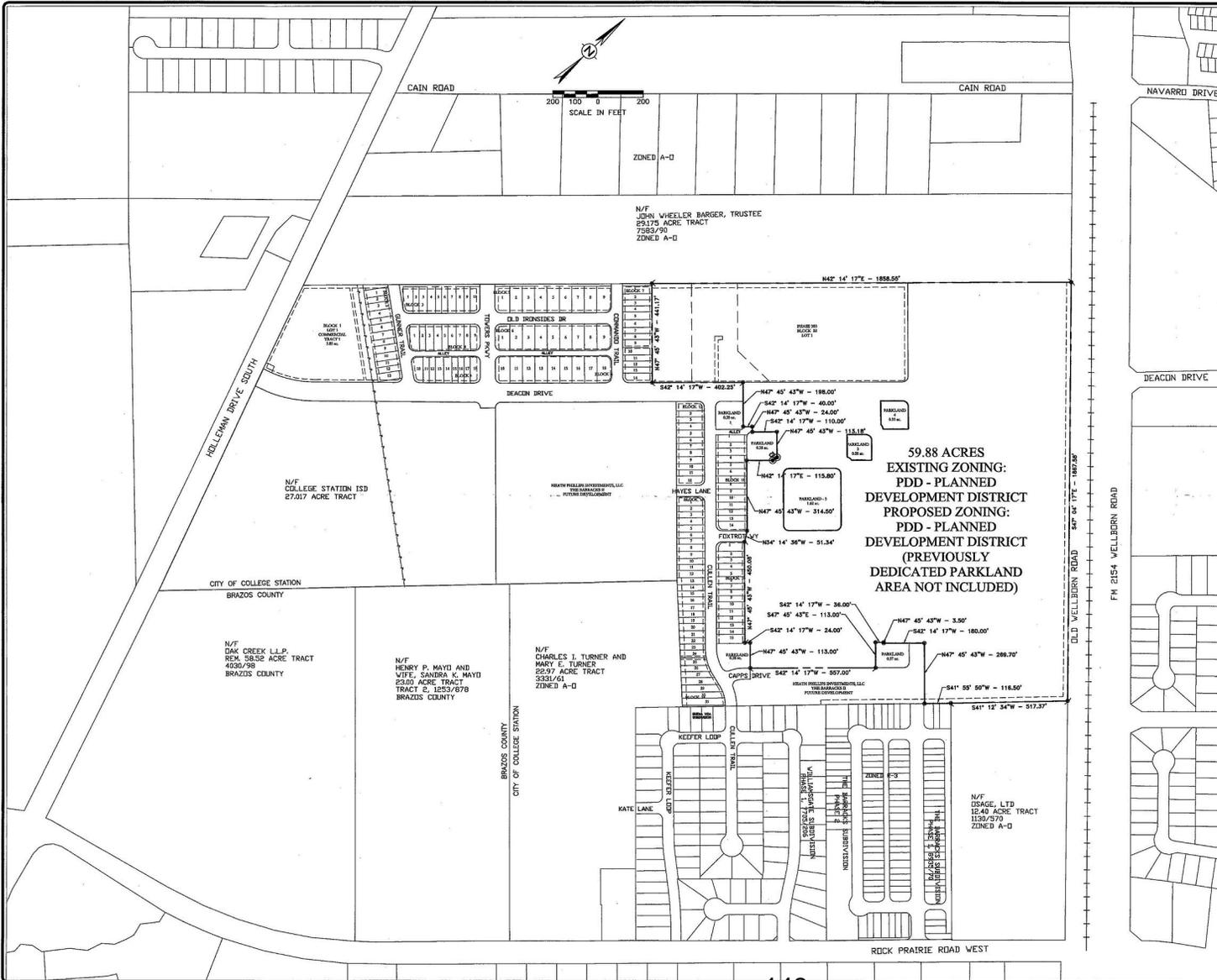
The meeting was adjourned at 7:38 p.m.

Approved:

Attest:

Mike Ashfield, Chairman
Planning & Zoning Commission

Brittany Caldwell, Admin. Support Specialist
Planning & Development Services

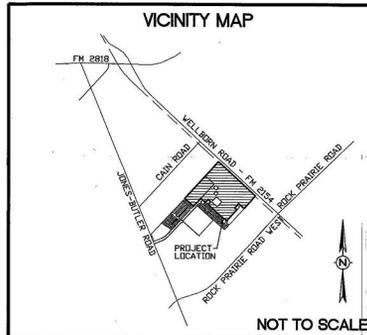


LEGEND

- REZONING AND PROPERTY BOUNDARY
- - - DRAINAGE EASEMENTS
- - - UTILITY EASEMENTS
- RAILROAD
- GAS PIPELINE

CURVE #	LENGTH	INSIDE	DELTA	TANGENT	CHORD	CHORD BEARING
01	24.31'	25.64'	105.47°	13.31'	13.31'	N67°30'W

NOTE:
1. PARKS 3, 4 & 5 ARE NOT INCLUDED IN THIS REZONING



REZONING MAP

THE BARRACKS II DEVELOPMENT

59.88 ACRES
EXISTING ZONING
 PDD - PLANNED DEVELOPMENT DISTRICT
PROPOSED ZONING
 PDD - PLANNED DEVELOPMENT DISTRICT

CRAWFORD BURNETT LEAGUE A-7
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1" = 200' JUNE 2013

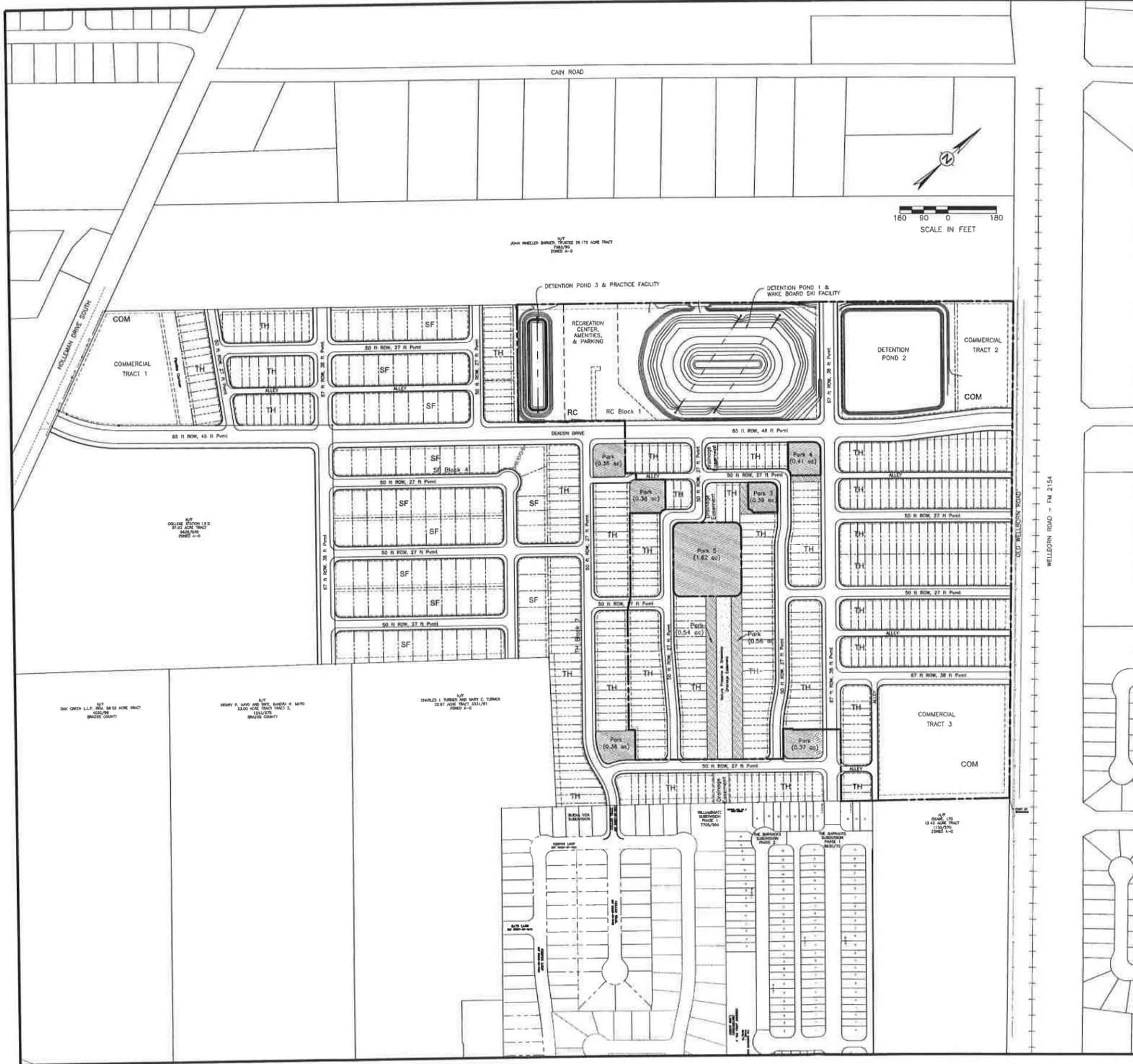
DEVELOPER:
 Heath Phillips Investments, LLC.
 4480 Castlegate Drive
 College Station, TX 77845
 (979) 690-7250

OWNER:
 Heath Phillips Investments, LLC.
 4480 Castlegate Drive
 College Station, TX 77845
 (979) 690-7250

SURVEYOR:
 David Kerr, 2612 No. 4502
 Kerr Surveying, LLC.
 505 Church Street
 College Station, TX 77840
 (979) 268-3100

ENGINEER:
 Schmitt Engineering, LLC.
 4480 Castlegate Drive
 College Station, TX 77845
 (979) 690-7250

13-102
7-1-13
9:00
CBB



- ### GENERAL NOTES
- The land use proposal for this property are as listed on this plan.
 - Townhome (TH) meeting R-3 zoning requirements with variances as noted below.
 - Commercial (COM) meeting C-3 zoning requirements with variances noted below. The following additional uses are permitted in Commercial Tracts 2 and 3 only:
 - Shooting Range - Indoor
 - Car Wash subject to supplemental standards contained within the UDO
 - Commercial garden/greenhouse/landscape maintenance subject to supplemental standards contained within the UDO
 - Commercial amusement subject to supplemental standards contained in the UDO
 - Office and retail sales/services with storage area being greater than 50% of the space (i.e. office/home with overhead door)
 - Self Storage - equipment, materials, recreational vehicles, or boats - in buildings with at least 3 enclosed sides
 - Recreation Facility (RF) including commercial amusement activities, cable wake board ski facility, administrative offices, pool, exercise room, jogging track, food & beverage services, micro-industrial use for a micro-brewery, and similar recreational offerings for members of the HOA and the general public. Retail sales of equipment, clothing, and accessories related to these uses are permitted in conjunction with normal operations of the Recreation Facility. Additional accessory uses for this area include a development sales office and model residential condo units, (attached to the commercial building), open build-out of the development (the model residential condo will become retail condo unit). Also, additional retail condo units for overnight accommodations on a short or long basis will be allowed in this area. The total number of retail condo units will not exceed 20 units. The units will be rental only and will be owned by the Recreation Facility Developer.
 - General bulk or dimensional variations (variances) are as follows:
 - Commercial (COM) development (variances from R-3 Zoning)
 - Front setback distance - 20 ft without rear access, 15' with rear access
 - Rear setback distance - 20 ft
 - Street side setback distance - 15 ft
 - Side setback distance - 5 ft
 - Common area side setback distance - 5 ft
 - Commercial (COM) development (variances from C-3 Zoning)
 - Restaurants shall not be permitted in Commercial Tracts 2 or 3.
 - The rear setback for self storage structures adjacent to a public alley or common area will be 3 feet.
 - In locations where the rear wall of self storage building is adjacent to an alley serving residential units, the rear wall may serve as the buffering wall between land uses. The wall shall be constructed of stone.
 - The maximum height of buildings in the Recreation Facility shall not exceed 50 feet.
 - Commercial Tracts 2 and 3 shall each be permitted to erect a freestanding sign in accordance with Section 7.4.N of the UDO. These signs may be raised to a maximum height of 20 feet.
 - Dead-end streets in residential areas are permitted up to maximum of 100 feet in length. The dead-end alley adjacent to Commercial Tract 3 shall extend to the property line (approximately 150 feet).
 - Special conditions for Townhome (TH) development:
 - The townhome structures shall not exceed 9,000 sf.
 - The total building area of all commercial buildings shall not exceed 100,000 sf. This figure excludes self storage units and buildings associated with the Recreation Facility.
 - Self storage units shall be allowed in Commercial Tract 3 only. The total leasable area of self storage units shall not exceed 60,000 sf.
 - No openings to self storage buildings are allowed on the sides adjacent in any street right-of-way or alley that is associated with residential development.
 - The self storage facility will be permitted to incorporate an office on the premises for management and security. The office shall be permitted to sell equipment or materials related to storage and moving, but shall not include truck or trailer. The office will be limited to a maximum of 1,000 sf. Living quarters for the managers of the facility will also be permitted within the premises. These quarters shall be no larger than 1,000 sf.
 - Individual commercial buildings shall not exceed 10,000 sf with the following exceptions:
 - One commercial building will be allowed up to a maximum of 15,000 sf. The building may be located on Commercial Tract 3.
 - This maximum building size does not apply to the Recreation Center.
 - Unless otherwise noted herein, commercial buildings and related parking areas shall comply with the Non-Residential Architectural Standards in the UDO. Design of these structures shall be compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential uses.
 - All commercial tracts shall provide cross access in accordance with the UDO.
- Special conditions for the Recreation Facility (RF) are as follows:
 - Food and beverage services are permitted within the Recreation Facility. Maximum size of the restaurant shall be 2000 sf inclusive of all indoor seating, kitchen, office, and storage space.
 - Commercial amusement activities, including water recreation and associated equipment, shall be allowed within the Recreation Facility boundary shown on the Concept Plan. Motorized vehicles such as boats and jetskis are not allowed except for rescue or maintenance purposes.
 - Any buildings and parking areas associated with the Recreation Facility shall comply with the Non-Residential Architectural Standards in the UDO.
 - Landscaping requirements in the UDO will be applied to the building, parking, and adjacent amenity areas of the Recreation Facility. The remainder of the Recreation Facility is excluded from these requirements.
 - A block length of up to 1250 feet is allowed along Deacon Drive in front of the Recreation Facility (R1 Block 1).
 - The Recreation Facility will be plotted as a single commercial building lot, with a single or multiple buildings, that encompasses Detention Ponds 1 and 3. Drainage and access easements shall be granted to the Homeowners Association for maintenance purposes associated with the detention ponds and their related improvements.
 - The following operational restrictions shall be imposed on the Recreation Facility and its related facilities:
 - Hours of operation for the cable wake board ski facility shall be no earlier than 8:00 a.m. and no later than 10:00 p.m. All other recreational amenities may be open for use between the hours of 7:00 a.m. and 12:00 midnight. The restaurant will be allowed to set its own hours of operation.
 - Lighting shall be designed in accordance with the Unified Development Ordinance. Light used for the ski facility shall be turned off no later than 1 hour following the closing times noted above except when necessary for maintenance purposes that cannot be undertaken during daylight hours.
 - A landscaped buffer shall be established between the Recreation Facility and the property immediately north in accordance with the Unified Development Ordinance. Plantings shall include shrubs and trees that, when fully mature, shall be of sufficient density to provide 100% opacity to a height of at least 6 feet as measured from the adjacent property line.
 - The Recreation Facility shall have a maximum of three 24-hour cable wake board ski systems.
 - Density for the residential development portion of this tract shall not exceed 8.50 dwelling units per acre. This figure is computed by dividing the total number of dwelling units by the sum total of open space areas (parks, detention ponds, common areas) plus the privately owned properties inside the residential area. Detention ponds used in conjunction with the Recreation Facility are excluded from this computation as long commercial operations are offered at the facility.
 - All commercial and residential buildings shall be limited to 2.5 stories (35 feet) except at the Recreation Center. Unless otherwise noted herein, all non-residential buildings shall meet the single-family height setback requirements of the UDO where they adjoin townhome or single family homes.
 - When there are more than 20 lots to be served by external street connections, a minimum of two connections to external paved public streets shall be required. A Remote Emergency Access is permitted to serve as one of these connections. Two street connections to external paved public streets shall be required when 100 or more lots are served.
 - Unless otherwise noted herein, buffer areas will be provided in accordance with the UDO.
 - Delivery access from residential lots shall not be permitted onto streets designated as minor collector or larger.
 - Right-of-way and pavement widths shown on this plan reflect the widths that are required along the majority length of each street. These widths can be increased at intersections of collector streets as needed to accommodate turning lanes, medians or other traffic controls.
 - All stormwater requirements (including detention) shall be designed to comply with the DCS Detention Design Guidelines. The detention pond adjacent to Commercial Tract 2 shall also meet commercial standards including landscaping and treatment of concrete structures.
 - If the City of College Station or another entity constructs a regional detention facility in the drainage basin encompassing this tract of land that has capacity to serve this development or one or more of the detention facilities shown here may be eliminated upon approval by the City Engineer. Any land released from use as a detention facility may be developed for other uses pending approval of revised PDD Zoning.
 - Pedestrian and bicycle circulation will be provided throughout the project as required by the UDO. Location and details of these facilities will be determined at planning or site plan submittal.

- ### LEGEND
- EDGE OF PAVEMENT
 - RIGHT OF WAY (APPROX.)
 - EASEMENT
 - ZONING CHANGE BOUNDARY
 - PROPERTY LINE
 - PREVIOUSLY PLATTED PARK PROPERTY (NOT INCLUDED IN 59.88 ACRES)
 - FUTURE PARK PROPERTY
 - DRAINAGE EASEMENT
- ### SITE NOTES:
- THE BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
 - THE SITE ADDRESS IS 3100 HAUPT ROAD, COLLEGE STATION, TEXAS.
 - NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE F.E.M.E. FLOOD INSURANCE RATE MAP FOR BRAZOS COUNTY AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48041C0305 E, EFFECTIVE DATE: 05-16-2012.
 - PARKS 3, 4, & 5 ARE NOT INCLUDED IN THIS REZONING.

CONCEPT PLAN

THE BARRACKS II SUBDIVISION

59.88 ACRES
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS
JUNE 2013

OWNER/DEVELOPER:
Heath Phillips Investments, LLC
4490 Catalytic Parkway
College Station, TX 77845
(979) 699-7250

ZONING STATUS:
Concept PDD
Proposed PDD

ENGINEER:
Schultz Engineering, LLC

SURVEYOR:
Brad Keen, RPLS No. 4502
Kerr Surveying, LLC
P.O. Box 260
College Station, TX 77841
(979) 268-3193

TIME: Final Rev. No. 12/27
2731 Lavonnie Dr., Suite A
College Station, TX 77845
(979) 764-3094

13-122
7-11-13
9:02
CDD

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," 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 in accordance with the Concept Plan show in Exhibit "B" and as shown graphically in Exhibit "C", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter 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) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this ___ day of August, 2013.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from PDD Planned Development District to PDD Planned Development District with additional uses and revised concept plan:

**METES AND BOUNDS DESCRIPTION
OF A
59.88 ACRE TRACT
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCELS OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 108.88 ACRE TRACT AS DESCRIBED BY A DEED TO HEATH PHILLIPS INVESTMENTS, LLC, RECORDED IN VOLUME 9627, PAGE 73 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF OLD WELLBORN ROAD MARKING THE EAST CORNER OF SAID REMAINDER OF 108.88 ACRE TRACT AND THE NORTH CORNER OF A CALLED 12.40 ACRE TRACT AS DESCRIBED BY A DEED TO OSAGE, LTD. RECORDED IN VOLUME 1130, PAGE 570 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 41° 12' 34" W ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND SAID 12.40 ACRE TRACT FOR A DISTANCE OF 517.37 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 12.40 ACRE TRACT AND THE NORTH CORNER OF THE BARRACKS SUBDIVISION, PHASE 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 9512, PAGE 209 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 41° 55' 50" W ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND THE BARRACKS SUBDIVISION, PHASE 2, FOR A DISTANCE OF 116.50 FEET, FOR REFERENCE A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF SAID REMAINDER OF 108.88 ACRE TRACT BEARS: S 41° 55' 50" W FOR A DISTANCE OF 313.14 FEET;

THENCE: N 47° 45' 43" W THROUGH SAID REMAINDER OF 108.88 ACRE TRACT FOR A DISTANCE OF 269.70 FEET;

THENCE: S 42° 14' 17" W CONTINUING THROUGH SAID REMAINDER OF 108.88 ACRE TRACT FOR A DISTANCE OF 180.00 FEET TO AN ANGLE POINT IN THE COMMON LINE OF SAID 108.88 ACRE TRACT AND THE NORTHWEST LINE OF PARKLAND DEDICATION AREA NO. 7, THE BARRACKS II SUBDIVISION, PHASE 100, ACCORDING TO THE PLAT RECORDED IN VOLUME 10570, PAGE 293 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND SAID PARKLAND AREA NO. 7 FOR THE FOLLOWING CALLS:

N 47° 45' 43" W FOR A DISTANCE OF 3.50 FEET;

S 42° 14' 17" W FOR A DISTANCE OF 36.00 FEET;

S 47° 45' 43" E FOR A DISTANCE OF 113.00 FEET TO THE SOUTH CORNER OF SAID PARKLAND AREA NO. 7;

THENCE: S 42° 14' 17" W THROUGH SAID REMAINDER OF 108.88 ACRE TRACT FOR A DISTANCE OF 357.00 FEET TO THE EAST CORNER OF PARKLAND DEDICATION AREA NO. 6, THE BARRACKS II SUBDIVISION, PHASE 100;

EXHIBIT "A" CONTINUED

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND SAID PARKLAND AREA NO. 6 FOR THE FOLLOWING CALLS:

N 47° 45' 43" W FOR A DISTANCE OF 113.00 FEET;

S 42° 14' 17" W FOR A DISTANCE OF 24.00 FEET TO THE NORTHEAST LINE OF THE BARRACKS II SUBDIVISION, PHASE 101, ACCORDING TO THE PLAT RECORDED IN VOLUME 11191, PAGE 123 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND THE BARRACKS II SUBDIVISION, PHASE 101, FOR THE FOLLOWING CALLS:

N 47° 45' 43" W FOR A DISTANCE OF 450.08 FEET;

N 34° 14' 36" W FOR A DISTANCE OF 51.34 FEET;

N 47° 45' 43" W FOR A DISTANCE OF 314.50 FEET TO THE SOUTH CORNER OF PARKLAND DEDICATION AREA NO. 2, THE BARRACKS II SUBDIVISION, PHASE 100;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND SAID PARKLAND AREA NO. 2 FOR THE FOLLOWING CALLS:

N 42° 14' 17" E FOR A DISTANCE OF 115.80 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55° 43' 15" FOR AN ARC DISTANCE OF 24.31 FEET (CHORD BEARS: N 07° 29' 08" E - 23.37 FEET) TO THE END OF SAID CURVE;

N 47° 45' 43" W FOR A DISTANCE OF 113.18 FEET;

S 42° 14' 17" W FOR A DISTANCE OF 110.00 FEET TO THE END OF AN EXISTING ALLEY AS REFLECTED ON THE PLAT OF THE BARRACKS II SUBDIVISION, PHASE 101;

THENCE: N 47° 45' 43" W ACROSS THE END OF SAID ALLEY FOR A DISTANCE OF 24.00 FEET;

THENCE: S 42° 14' 17" W ALONG THE COMMON LINE OF SAID ALLEY AND SAID REMAINDER OF 108.88 ACRE TRACT FOR A DISTANCE OF 40.00 FEET TO THE NORTHEAST LINE OF PARKLAND DEDICATION AREA NO. 1, THE BARRACKS II SUBDIVISION, PHASE 100;

THENCE: N 47° 45' 43" W ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND PARKLAND AREA NO. 1, AT 113.00 FEET PASS THE NORTH CORNER OF SAID PARKLAND AREA, CONTINUE ON FOR A TOTAL DISTANCE OF 198.00 FEET TO THE EXTENSION OF THE NORTHWEST LINE OF W. DEACON DRIVE (85' R.O.W.);

THENCE: S 42° 14' 17" W THROUGH SAID REMAINDER OF 108.88 ACRE TRACT AND ALONG THE EXTENSION OF THE NORTHWEST LINE OF W. DEACON DRIVE FOR A DISTANCE OF 402.25 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF BLOCK 7, THE BARRACKS II SUBDIVISION, PHASE 100, ACCORDING TO THE PLAT RECORDED IN VOLUME 10785, PAGE 163 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 47° 45' 43" W ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND SAID BLOCK 7 FOR A DISTANCE OF 441.17 FEET TO THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND A CALLED 29.175 ACRE TRACT AS DESCRIBED BY A DEED TO JOHN WHEELER BARGER, TRUSTEE, RECORDED IN VOLUME 7583, PAGE 90 OF THE OFFICIAL PUBLIC RECORDS OF

EXHIBIT "A" CONTINUED

BRAZOS COUNTY, TEXAS;

THENCE: N 42° 14' 17" E ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND SAID 29.175 ACRE TRACT FOR A DISTANCE OF 1858.55 FEET TO A 6 INCH FENCE CORNER POST FOUND ON THE SOUTHEAST LINE OF OLD WELLBORN ROAD MARKING THE NORTH CORNER OF SAID REMAINDER OF 108.88 ACRE TRACT;

THENCE: S 47° 04' 17" E ALONG THE SOUTHWEST LINE OF OLD WELLBORN ROAD FOR A DISTANCE OF 1867.58 FEET TO THE POINT OF BEGINNING CONTAINING 62.126 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT:

THE FOLLOWING PARKLAND DEDICATION AREAS REFLECTED ON THE PLAT OF THE BARRACKS II SUBDIVISION, PHASE 100, ACCORDING TO THE PLAT RECORDED IN VOLUME 10570, PAGE 293 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

ALL OF PARKLAND AREA NO. 5;

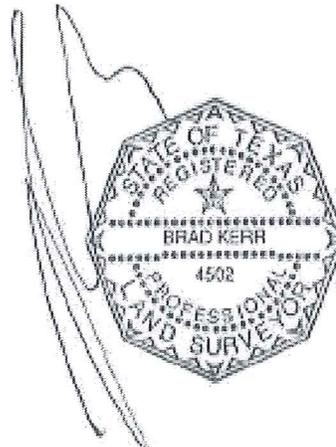
THE REMAINDER OF PARKLAND AREA NO. 3 (SEE ABANDONMENT PER CITY OF COLLEGE STATION ORDINANCE NO. 2012-3452 DATED OCTOBER 11, 2012);

AND THE REMAINDER OF PARKLAND AREA NO. 4 (SEE ABANDONMENT PER CITY OF COLLEGE STATION ORDINANCE NO. 2012-3452 DATED OCTOBER 11, 2012);

FOR A NET TOTAL OF 59.88 ACRES. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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ORDINANCE NO. _____

Page 5

EXHIBIT "B"

EXHIBIT "C"

