



Meeting Agenda City Council Regular

Thursday, April 10, 2014

7:00 PM

City Hall Council Chambers

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

Presentation:

Presentation proclaiming April 7, 2014 as Rock Prairie Behavioral Health Day.

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.

- 2a. **14-359** Presentation, possible action, and discussion of minutes for:
 - March 27, 2014 Workshop
 - March 27, 2014 Regular Council Meeting

Attachments: [WKSHP032714 DRAFT Minutes.pdf](#)
[RM032714 DRAFT Minutes.pdf](#)

- 2b. **14-337** Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and CEN TEX Hydroseed, Inc., of Bedias, Texas, in the amount of \$147,628, plus \$11,000 for one alternate totaling \$158,628 for the purposes of improvements to athletic fields in Veterans Park and Athletic Complex, and authorizing the City Manager to execute the contract on behalf of the City Council.

Attachments: [14-043 Bid Tab](#)
[VPAC Site Plan Topsoil Hydromulch.pdf](#)
[CenTex HydroSeed Submittal.pdf](#)

- 2c. 14-338** Presentation, possible action, and discussion on an ordinance amending Chapter 10 "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", Subsection G "Two-Hour Parking", (3) twenty-four (24) hours a day, seven (7) days a week", establishing two-hour parking on the west side of Boyett, from Patricia to Church Avenue.

Attachments: [Attachment 2 Map.pdf](#)
[Ch10 Sec 4 G Boyett Parking 3-24-14.docx](#)

- 2d. 14-344** Presentation, possible action, and discussion regarding approval of a U.S. Geological Joint Funding Agreement for Water Resources Investigations for Stream Stations.

Attachments: [Joint Funding Agreement.pdf](#)

- 2e. 14-348** Presentation, possible action and discussion regarding approval of an Estoppel Certificate between DRI/APRC Northgate, LLC., the City of College Station and the Research Valley Partnership, Inc.

Attachments: [Estoppel Certificate.doc](#)

- 2f. 14-350** Presentation, possible action, and discussion regarding an Inter-Local Agreement for the Brazos Valley Groundwater Conservation District to grant the City \$57,500 for creation of a website to provide homeowners with information to conserve lawn irrigation water.

Attachments: [ILA BVGCD](#)
[Contract Agri-Life](#)

- 2g. 14-351** Presentation, possible action, and discussion on approving two contracts between the City of College Station and CRW Systems, Inc.: a "Software Maintenance & Support Agreement", (1st Yr Maint. - \$69,000) for the software maintenance and support services for CRW Software Products, and a "License and Installation Agreement for CRW Software Products", (\$531,000.00) for the software licenses and implementation services; and approving a resolution authorizing the City Manager to approve contract documents and expenditures related to the CRW contracts.

Attachments: [14-351 CRW License Agreement - Scanned 2014 0328.pdf](#)
[14-351 CRW Maintenance Agreement - Scanned 2014 0328.pdf](#)
[14-351 CRW Res 3-28-14.docx](#)

- 2h. 14-355** Presentation, possible action, and discussion on approving a contract between the City of College Station and Tyler Technologies, Inc.: a "Master Agreement for the Enterprise Resource Planning System" in the amount

of \$1,421,077 for the software licenses and implementation services; approving a resolution authorizing the City Manager to approve contract documents and expenditures related to the Tyler Technologies contract; and approving a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Attachments: [Master Agreement for the ERP System](#)
 [Contract Resolution](#)
 [Debt Reimburement Resolution](#)

- 2i 14-356** Presentation, possible action, and discussion on a payment of \$140,001.90 to the Brazos Valley Convention and Visitors Bureau for the Preferred Access to Texas A&M University Facilities.

Attachments: [Payment Request.pdf](#)

- 2j. 14-357** Presentation, possible action and discussion regarding the approval of a resolution approving the Emergency Management Plan, dated April 2014.

Attachments: [Basic Plan - 2014.doc](#)
 [EMP Res 3-31-14.docx](#)

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. 14-339** Public Hearing, presentation, possible action, and discussion regarding an

amendment to Chapter 12, "Unified Development Ordinance", Section 12-4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from D Duplex to GS General Suburban for an approximate 0.535 acre tract of land in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas. Said tract being a portion of a called 0.967 acre tract as described by a deed to TMFIVE Properties, LLC, recorded in Volume 8742, Page 170, of the Official Public Records of Brazos County, Texas, more generally located at 805-809 Montclair Avenue.

Attachments: [Background Information](#)
[Aerial & SAM](#)
[Rezoning Map](#)
[Ordinance](#)

2. **14-340** Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban for an approximate 2 acre tract of land in the Robert Stevenson League, Abstract No. 54, College Station, Brazos County, Texas. Said tract being a portion of a called 2 acre tract as described in a deed to B.A. Cathey, Ltd. Recorded in Volume 9516 Page 268, of the Official Public Records of Brazos County, Texas, more generally located at 2670 Barron Road.

Attachments: [Background Information.doc](#)
[Aerial&SAM.docx](#)
[Ordinance.docx](#)

3. **14-346** Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural and PDD Planned Development District to PDD Planned Development District for an approximate 88.7 acres in the Crawford Burnett League, A-7, 29.175-acre tract, Volume 7583, Page 90, Crawford Burnett League A-7, 54.987-acre tract, Volume 9627, Page 73 of the Official Public Records of Brazos County, Texas, which includes Barracks II Subdivision Phase 102 and Barracks II Subdivision Phase 300 Lot 1 Block 28, and Barracks II Subdivision Phase 100 Lot 1A Block 1, generally located at 12470 Old Wellborn Road.

Attachments: [Background Information.docx](#)
[Aerial & Small Area Map.docx](#)
[Existing Concept Plan.pdf](#)
[Proposed Concept Plan.pdf](#)
[Ordinance.docx](#)

4. **14-363** Public Hearing, presentation, possible action, and discussion on Budget Amendment #3 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$46,327.

Attachments: [BA#3 list.pdf](#)
[FY14 Budget Amendment #3 Ordinance.pdf](#)

Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

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 10th day of April at 7:00PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 4th day of April, 2014 at 5:00 p.m.

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 April 4, 2014 at 5:00p.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 _____, 2014 By _____

Subscribed and sworn to before me on this the _____ day of _____, 2014.

Notary Public – Brazos County, Texas

My commission expires: _____

This 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.



Legislation Details (With Text)

File #: 14-359 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 3/31/2014 **In control:** City Council Regular
On agenda: 4/10/2014 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· March 27, 2014 Workshop
· March 27, 2014 Regular Council Meeting
Sponsors:
Indexes:
Code sections:
Attachments: [WKSHP032714 DRAFT Minutes.pdf](#)
[RM032714 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:

- March 27, 2014 Workshop
- March 27, 2014 Regular Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary:None

Budget & Financial Summary: None

Attachments:

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
MARCH 27, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick, arrived after roll call
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz, absent
James Benham

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
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 Berry at 4:34 p.m. on Thursday, March 27, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:34 p.m. on Thursday, March 27, 2014 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. 13-002978-CV-361, Deluxe Burger Bar of College Station, Inc. D/B/A Café Eccell v. Asset Plus Realty Corporation, City of College Station, Texas and the Research Valley Partnership, Inc., In the 361st Judicial District Court, Brazos County, Texas

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

- Legal advice regarding proposed changes to Chapter 4, Section 1 of the Code of Ordinances
- Legal advice regarding the City's Role in Creation of a Municipal Utility District
- Legal advice regarding the Grimes County Landfill Property

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

- Council Self-evaluations

The Executive Session adjourned at 5:50 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.

(2f): Troy Rother, Traffic Engineer, recapped the historical timeline related to street parking on Toni Court and Keefer Loop in the Buena Vida Subdivision.

(2g): Alison Pond, Director of Human Resources, clarified the stop loss policy.

Carla Robinson, City Attorney, noted that the attachments for 2h and 2i have been changed out, and the correct attachments have been placed at their place on the dais.

5. Presentation, possible action, and discussion relating to receiving the annual audit reports and Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2013.

Jeff Kersten, Assistant City Manager, presented to Council the September 30, 2013 CAFR and Audit Report. Key highlights include a Net Position of \$438,675,077 (an increase of \$16,824,965 from last year). The Unrestricted Net Position is \$77,812,508 and the Restricted Net Position is \$18,332,838. Our Net Investment in Capital Assets is \$342,529,731.

The City's external auditor, Jimmy Ingram, with Ingram Wallis & Co., presented the Audit Report to the Audit Committee on March 25. The Audit Committee unanimously recommended that Council accept the reports and CAFR.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Benham, the City Council voted six (6) for and none (0) opposed, to accept the CAFR and audit reports. The motion carried unanimously.

6. Presentation, possible action, and discussion on an ordinance amending Chapter 4, Section 1, "Business Regulations," "Solicitors, Charitable Solicitors, Itinerant Vendors, Handbill Distributors" by establishing a registry for Home Solicitation, and Section 18, formerly repealed "Solicitation by Coercion," of the Code of Ordinances, City of College Station, Texas, as set out below; providing a severability clause; declaring a penalty; and providing for an effective date.

Billy Couch, Assistant Chief of Police, provided the history of complaints for unwanted/aggressive door-to-door solicitors the College Station Police Department received for 2011-2013. The year with the most calls was in 2013 with 354 complaints. "Home Solicitation" was defined as the business of soliciting, selling, or taking orders for goods or services or distributing commercial printed matter on residential premises. The objectives of the proposed amendments to Chapter 4-I include:

1. Prohibit during certain times to protect citizens' privacy and security of their homes;
2. Regulate locations to promote safety and minimize congestion;
3. Regulate solicitation manner to protect citizens from aggressive and intimidating Practices; and
4. Require home solicitors to register with the City and wear City-issued badge while Soliciting.

Prohibitions include:

1. It is unlawful for a person 14 years of age or older to solicit at a residence, unless requested, without first registering with the city and obtaining an identification badge;
2. No residential solicitation before 9:00a.m. or 30 minutes after sunset Monday through Sunday, or at any time on a federally observed holiday;
3. No residential solicitation where "No Solicitation" signage is provided at or near the primary entrance; and
4. Solicitation only allowed at the primary entrance to a residence.

Defenses to the prohibitions include: educational solicitations at the invitation of the property owner or occupant; political solicitations; newspaper sales at the owner/occupant request; charitable and religious purposes. Additionally, before taking any enforcement action under this section, a police officer or code compliance officer must ask the reason for the person being on the premises and consider whether a defense applies. A violator may be fined up to \$500.

Proposed amendments to the Certificate of Registration, as they relate to business or individual applicants, were also reviewed. A non-refundable registration fee will be charged in the amount of \$50, and the Certificate of Registration expires in thirty days and is non-transferable. Information was also given regarding what would constitute a denial.

Elements of aggressive solicitation include:

1. Making any contact or touching a person during solicitation;
2. Approaching or following a person in an intimidating manner;
3. Continued solicitation after a negative response;
4. Blocking the safe or free passage of a person being solicited; or
5. Using obscene or abusive language toward the solicited person.

Solicitation is prohibited if in an aggressive manner in a public area; in a bus or at a bus stop; or within 25 feet of certain areas where the public may be vulnerable.

7. Council Calendar

- **April 2** **Council Compensation and Benefits Committee in City Hall Administrative Conference Room, 3:30 p.m.**
- **April 3** **P&Z Workshop/Regular Meeting, 5:00/7:00 p.m. (Liaison: Steve Aldrich)**
- **April 7** **Grand Opening of Rock Prairie Behavioral Health Facility at 3550 Normand Drive, 11:00 a.m.**
- **April 10** **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 Benham wants a presentation or written report related to the fire department radios.

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 Brick reported on the Transportation Committee.

Councilmember Aldrich reiterated her comments on the Transportation Committee.

Councilmember Nichols reported on the Council's Budget and Finance Committee.

Mayor Berry reported on the Texas Tribune - 83rd Legislative Session with Senator Charles Schwertner, State Representatives John Raney and Kyle Kacal.

10. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:54 p.m. on Thursday, March 27, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MARCH 27, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz, absent
James Benham

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
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 Berry at 7:09 p.m. on Thursday, March 27, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to approve the absence request from Julie Schultz. The motion carried unanimously.

Presentation proclaiming March 27, 2014, as HEART GALLERY OF CENTRAL TEXAS DAY.

Mayor Berry presented a proclamation to Liana Lowey, Executive Director for Voices for Children, CASA of Brazos Valley.

Citizen Comments

Scott Shafer, 117 Pershing, spoke about the process to review grant applicants for HOT funds, He encouraged the Council to support the process.

Hunter Goodwin, 1011 Lyceum Court, reiterated Dr Shafer's comments. There is tremendous engagement in the process. It is a great program.

Peggy Calliham, 1013 Holt Street, as representative on the CVB, said she has never served on a board that has gotten so much done. She said the funding process is a good one. There has been some confusion this first year, but they are here to serve the Council.

CONSENT AGENDA

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

- March 13, 2014 Workshop
- March 13, 2014 Regular Council Meeting

2b. Presentation, possible action, and discussion regarding a three year professional services contract with McCord Engineering, Inc. for \$1,800,000 for electrical engineering services and approval of Resolution 03-27-14-2b, declaring intention to reimburse certain expenditures with proceeds from debt.

2c. Presentation, possible action and discussion on the second reading of Ordinance 2014-3559, granting a non-exclusive natural gas franchise to Atmos Energy Corporation Mid-Tex Division.

2d. Presentation, possible action and discussion on a bid award for the annual price agreement for various electrical items and electric meters to be stored in inventory as follows: Hill Country Electric, \$66,685.00; Stuart C. Irby, \$14,887.85; Wesco, \$10,852.50; Texas Electric Cooperatives, \$8,707.50; Trayer, \$159,632.00; Beckwith Electric, \$109,410.00; Techline, \$508,658.25; KBS Electric Distributors, \$46,710.00; Priester-Mell & Nicholson, \$148,787.68. Total estimated annual expenditure is \$1,074,330.78.

2e. Presentation, possible action and discussion regarding renewal approval of annual contracts for Landscape Maintenance and Mowing of City Sites to Green Teams, Inc, Contract 13-189 for \$650,545.00 and Roots Landscaping, LLC., Contract 13-259 for \$17,500.00 for a total amount of \$668,045.

2f. Presentation, possible action and discussion of Ordinance 2014-3560, amending Chapter 10 "Traffic Code", to remove parking along Toni Court and Keefer Loop in the Buena Vida Subdivision.

2g. Presentation, possible action, and discussion regarding the ratification to renew the Stop Loss policy for the City's self-funded health plan with Blue Cross and Blue Shield of Texas (BCBS) for the period of January 1, 2014 through December 31, 2014. The estimated annual premiums are \$570,648.

2h. Presentation, possible action, and discussion regarding approval for the Amendment to the Administrative Services Agreement with Blue Cross and Blue Shield of Texas for medical, dental and prescription drug plan for calendar year 2014, in the amount of \$432,271.

2i. Presentation, possible action, and discussion on approving projected City expenditures for employee life, accidental death & dismemberment (AD&D) insurance for all benefit-eligible employees. Projected annual City cost for January 1, 2014 through December 31, 2014 is \$93,000.

2j. Presentation, possible action, and discussion to purchase and install a new motor control center for high service pump #1 at the Dowling Road Pump Station, for a total cost not to exceed \$120,000, and approval of a contingency transfer.

2k. Presentation, possible action, and discussion on Ordinance 2014-3561, amending Chapter 4, Section 1, "Business Regulations," "Solicitors, Charitable Solicitors, Itinerant Vendors, Handbill Distributors" by establishing a registry for Home Solicitation, and Section 18, formerly repealed "Solicitation by Coercion," of the Code of Ordinances, City of College Station, Texas, as set out below; providing a severability clause; declaring a penalty; and providing for an effective date.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Resolution 03-27-14-01, granting conditional consent to the creation of Brazos County Municipal Utility District No. 1, consisting of approximately 553 acres and located at 17529 State Highway South, in the City's extraterritorial jurisdiction.

Lance Simms, Planning and Development Services, stated that the Resolution grants conditional consent to create a Municipal Utility District (MUD) in Brazos County. Conditions include:

- City's approval before issuing bonds
- Development Agreement
- Strategic Partnership Agreement
- Open meetings / financial transparency requirements

He explained that a MUD is political subdivision of the state authorized to provide infrastructure within a defined area (District). A MUD is a development finance tool that is especially useful in undeveloped areas that lack adequate infrastructure. The proposed development has a total area of 553 acres. It is a Master Planned community with 1,380 single-family homes with 27 acres of commercial development, sixteen acres of business/technology park, a fourteen-acre CSISD learning center, 73 acres of detention/greenways, and over five miles of walking trails.

Questions for policy considerations include: are there plans to annex the subject property within the next five years, and is the proposed MUD located within the ETJ of two or more cities? They

looked at the Comprehensive for guidance. Comprehensive Plan considerations include community character and growth management and capacity. An overlapping tax rate breaks down as:

County -	\$0.4875
CSISD -	\$1.32
BC ESD #1 -	\$0.0288
Proposed MUD -	<u>\$1.00</u>
Total Tax Rate -	\$2.8363

The process has several steps, including the City's consent, a TCEQ application and consent, a Development Agreement, a Strategic Partnership Agreement, a Utility Agreement, and the Subdivision process.

Staff recommends approval of the resolution granting conditional consent to set the stage for the developer to take the next step. This MUD will allow us to extend land use authority into the ETJ, have development consistent with the Comp Plan, and infrastructure review and inspection. The MUD will accommodate future growth and provide for development without the City's investment. The City would receive revenue from water/wastewater revenue.

At approximately 7:54 p.m., Mayor Berry opened the Public Hearing.

Carol Biggs, 5505 Timberwood Drive, submitted written comments in favor, attached.

Will Faules, 607 Russett Valley Drive, Cedar Park, is the national event manager for a race association. They conduct many events at the Texas World Speedway and provide hundreds of jobs. While a new development will help the economy, it will do so at the expense of an established economy. He asked Council to demand a sustainable plan showing if there are contaminated lands and if they can sustain the economy.

Michael Globe, 4514 Devon Street, Houston, said he is the president of the Lone Star Region of the Porsche Association of America. They host seven events annually with hundreds of attendees. TWS is booked every weekend of the year with approximately 400 people spending the weekend here and spending their money at College Station hotels, restaurants and stores.

Bill Mather, 2065 Yaupon Lane, said he is the developer. There have been three environmental assessments done, and there are no environmental problems. He would not build a house and put a family on contaminated property. This is not a subdivision; it is a master planned community. It will take about ten to fifteen years to develop and create a quality of life. MUD's are a tool where sound municipal planning can merge with private enterprise.

Sam Crumpacker, 900 Holleman Drive, stated he moved here to attend school. The Speedway was a huge part of his college life and remains so for current students. It was a place to work and instilled a passion for racing. A big part of his business plan for his motor scooter business is TWS. Losing the Speedway will impact his business greatly. It is a large part of the reason he decided to remain in College Station.

Buck Prewitt, 2302 Scotney Court, MUD's are not unusual in the state of Texas, but they are in Brazos County. They are a partnership between a City and private development. That is a good

proposition. This will be very vital to the homebuilding industry in College Station. This project is both practical and feasible.

Steve Robinson, attorney for the developer, explained the MUD rate and how it impacts the homebuyer and the debt.

There being no further comments, the Public Hearing was closed at 8:26 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Brick, the City Council voted six (6) for and none (0) opposed, to adopt Resolution 03-27-14-01, granting conditional consent to the creation of Brazos County Municipal Utility District No. 1, consisting of approximately 553 acres and located at 17529 State Highway South, in the City's extraterritorial jurisdiction, as amended by the City Attorney. The motion carried unanimously.

The City Attorney added additional language to Part 1(B) to read: “. . . including those Additional Conditions as set out in Section II, Subsection E of the City's written policies.”

2. Public Hearing, presentation, possible action, and discussion on Ordinance 2014-3562, Budget Amendment #2 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$565,396; and presentation, possible action and discussion on a contingency transfer in the amount of \$35,000 and interfund transfers totaling \$871,455.

Jeff Kersten, Assistant City Manager, presented to Council Budget Amendment #2. The total in budget amendments is \$565,396. Mr. Kersten provided a detail list of the amendments. Interfund transfers total \$871,455 and the Contingency transfer is \$35,000.

At approximately 8:48 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:48 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2014-3562, Budget Amendment #2 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$565,396; and presentation, possible action and discussion on a contingency transfer in the amount of \$35,000 and interfund transfers totaling \$871,455. The motion carried unanimously.

3. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:02 p.m. on Thursday, March 27, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 14-337 **Version:** 1 **Name:** Veterans Park & Athletic Complex Improvements Contract 14-043

Type: Bid Award **Status:** Consent Agenda

File created: 3/20/2014 **In control:** City Council Regular

On agenda: 4/10/2014 **Final action:**

Title: Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and CEN TEX Hydroseed, Inc., of Bedia, Texas, in the amount of \$147,628, plus \$11,000 for one alternate totaling \$158,628, for the purposes of improvements to athletic fields in Veterans Park and Athletic Complex, and authorizing the City Manager to execute the contract on behalf of the City Council.

Sponsors:

Indexes:

Code sections:

Attachments: [14-043 Bid Tab](#)
[VPAC Site Plan Topsoil Hydromulch.pdf](#)
[CenTex HydroSeed Submittal.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and CEN TEX Hydroseed, Inc., of Bedia, Texas, in the amount of \$147,628, plus \$11,000 for one alternate totaling \$158,628, for the purposes of improvements to athletic fields in Veterans Park and Athletic Complex, and authorizing the City Manager to execute the contract on behalf of the City Council.

Relationship to Strategic Goals: (Select all that apply)

1. Core Services and Infrastructure
2. Neighborhood Integrity

Recommendation(s): Staff recommends approval of the contract and authorization for the City Manager to execute the contract with CEN TEX Hydroseed, Inc.

Summary: On March 17, 2014, five (5), sealed competitive bids were received and opened for field improvements to be done in Veterans Park and Athletic Complex. The scope of the project includes the installation of topsoil, compost, hydro-mulching, and the alteration of existing berms and the irrigation system. The alternate which was accepted, lowers one existing berm and modifies the related irrigation system.

Budget & Financial Summary: The funding for these improvements are coming from Hotel/Motel funds. This item was included in Budget Amendment #1.

Reviewed and Approved by Legal: Yes

Attachments:

1. Bid Tabulation #14-057

2. CEN TEX Hydroseed, Inc., Bid Submittal
3. VPAC Site Plan for Topsoil & Hydro-mulch
4. VPAC Contract with CEN TEX Hydroseed, Inc. (On file in City Secretary's Office)



City of College Station - Purchasing Division
Bid Tabulation for #14-037
"Veterans Park Topsoil, Compost and Hydro-mulching Project"
Open Date: Monday, March 17, 2014 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	CEN TEX Hydroseed, Inc. (Bedias, TX)		Ham-Bar, LLC (Groesbeck, TX)		Kelly Burt Dozer, Inc. (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)		Gratr Landscapes, Ltd. (San Antonio, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID													
1	4,900	CY	Topsoil - Installed, as shown on the Topsoil and Hydro-mulch Plan Sheet	\$16.50	\$80,850.00	\$16.66	\$81,634.00	\$16.00	\$78,400.00	\$19.21	\$94,129.00	\$22.32	\$109,368.00
2	1,200	CY	Compost - Installed, as shown on the Topsoil and Hydro-mulch Plan Sheet	\$18.00	\$21,600.00	\$21.67	\$26,004.00	\$31.00	\$37,200.00	\$33.61	\$40,332.00	\$44.57	\$53,484.00
3	392,000	SF	Hydro-mulch Seeding - Per written specification and as shown on the Topsoil and Hydro-mulch Plan Sheet	\$0.05	\$19,600.00	\$0.08	\$31,360.00	\$0.035	\$13,720.00	\$0.06	\$23,520.00	\$0.073	\$28,616.00
4	392,000	SF	Tilling - as shown on the Topsoil and Hydro-mulch Plan Sheet	\$0.034	\$13,328.00	\$0.025	\$9,800.00	\$0.045	\$17,640.00	\$0.02	\$7,840.00	\$0.026	\$10,192.00
5	1,600	LF	4' High Orange Construction Fencing - Installed, as shown on the Topsoil and Hydro-mulch Plan Sheet	\$2.00	\$3,200.00	\$2.20	\$3,520.00	\$2.50	\$4,000.00	\$0.81	\$1,296.00	\$2.90	\$4,640.00
7	1	LS	Remove one (1) berm and haul soil off-site. Re-dig three (3) sprinkler heads and pipe and set heads flush to grade after berm is removed - as shown on the Topsoil and Hydro-mulch Plan Sheet and Irrigation Plan Sheet 2.	\$7,250.00	\$7,250.00	\$3,100.00	\$3,100.00	\$8,925.00	\$8,925.00	\$10,961.05	\$10,961.05	\$11,189.00	\$11,189.00
8	1	LS	Raise up all sprinkler heads and valve boxes shown in red on Irrigation Plan Sheet 2.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,670.00	\$1,670.00	\$3,118.58	\$3,118.58	\$6,100.00	\$6,100.00
9	1	LS	Raise up four (4) heads and two (2) valve boxes shown in red on Irrigation Plan Sheet 3.	\$800.00	\$800.00	\$500.00	\$500.00	\$650.00	\$650.00	\$779.65	\$779.65	\$725.00	\$725.00
TOTAL BASE BID				\$147,628.00		\$156,918.00		\$162,205.00		\$181,976.28		\$224,314.00	
ADD ALTERNATE													
A.1	1	LS	Lower two (2) berms 18" and lower sprinkler heads and lines as shown on Irrigation Plan Sheet 2.	\$11,000.00	\$11,000.00	\$6,880.00	\$6,880.00	\$23,400.00	\$23,400.00	\$6,076.84	\$6,076.84	\$25,278.00	\$25,278.00

ALL SHADED AREAS
TO RECEIVE 3" DEPTH
OF TOPSOIL & 1" COMPOST
SPREAD OUT AND FINISH GRADE
SHADED AREAS
TILL LIGHTLY WITH EXIST.SOIL 1-2"
AND ROLL DOWN
SOIL SAMPLE MUST BE PROVIDED
TO PARK PLANNER PRIOR TO INSTALLATION
FOR APPROVAL

HYDROMULCH WITH BERMUDA
AND RYEGRASS MIX.
APPROXIMATELY 9 ACRES
RE: SPECS

NOTE:
EXISTING SPRINKLER HEADS
AND VALVES WILL BE MARKED
BY PARKS CREW PRIOR TO
SOIL AND HYDROMULCHING
WORK.

USE CAUTION TILLING IN THIS
AREA, SHALLOW LINES AND WIRES
TILL EXIST.SOIL 1" OR LESS

40'x40'
1-1/2" THICK THIS AREA

HWY 30 (HARVEY RD.)

CITY OF COLLEGE STATION
PARKS AND RECREATION DEPARTMENT

POST OFFICE BOX 9960
COLLEGE STATION, TX. 77842
WWW.CSTX.GOV

VETERANS PARK & ATHLETIC COMPLEX
TOPSOIL & HYDROMULCH AREAS

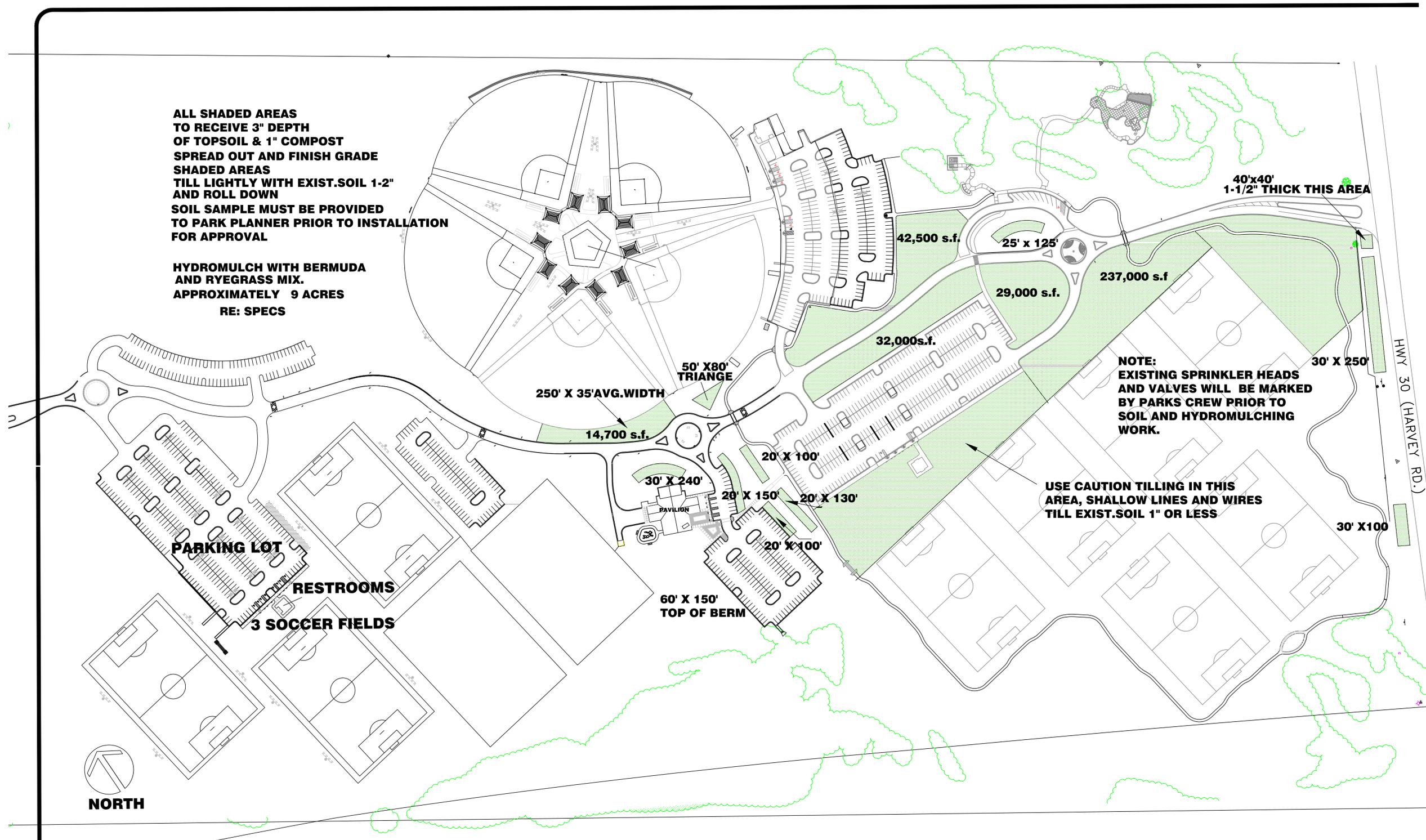


DATE: Feb.2014
Park Planner
Peter B.Vanecek
(979) 764-3412

REVISIONS:

SHEET:

1
OF 1



SCALE: 1" = 100'
24" X 36" PAPER SIZE

TOPSOIL AND HYDROMULCH AREAS

CONTRACTOR'S PROPOSAL

BID NO. 14-037

Bid pricing shall include all costs to furnish all necessary superintendents, labor, machinery, equipment, tools and materials to complete all work as provided in the bid specifications and as shown on the plans.

ITEM#	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
BASE BID					
1	4,900	CY	Topsoil - Installed, as shown on the Topsoil and Hydro-mulch Plan Sheet	\$16.50	\$80,850
2	1,200	CY	Compost - Installed, as shown on the Topsoil and Hydro-mulch Plan Sheet	\$18.00	\$21,600
3	392,000	SF	Hydro-mulch Seeding - Per written specification and as shown on the Topsoil and Hydro-mulch Plan Sheet	\$.05	\$19,600
4	392,000	SF	Tilling - as shown on the Topsoil and Hydro-mulch Plan Sheet	\$.034	\$13,328
5	1,600	LF	4' High Orange Construction Fencing - Installed, as shown on the Topsoil and Hydro-mulch Plan Sheet	\$2.00	\$3,200
7		LS	Remove one (1) berm and haul soil off-site. Re-dig three (3) sprinkler heads and pipe and set heads flush to grade after berm is removed - as shown on the Topsoil and Hydro-mulch Plan Sheet and Irrigation Plan Sheet 2.	\$7,250	\$7,250
8	1	LS	Raise up all sprinkler heads and valve boxes shown in red on Irrigation Plan Sheet 2.	\$1,000	\$1,000
9	1	LS	Raise up four (4) heads and two (2) valve boxes shown in red on Irrigation Plan Sheet 3.	\$800	\$800
TOTAL BASE BID				\$147,628	
ADD ALTERNATE					
A.1	1	LS	Lower two (2) berms 18" and lower sprinkler heads and lines as shown on Irrigation Plan Sheet 2.	\$11,000	\$11,000

TOTAL number of calendar days to substantial completion 45

Number of Addenda is hereby acknowledged 1 *(Signature)* 3/11/14

**GENERAL/SUB-CONTRACTOR'S EXPERIENCE
AND
DATA INFORMATION**

Name of Company: CEN TEX Hydroseed, Inc.

Company Years in Business: 13

**List Municipal Projects
(Similar Projects in Size and Scope Completed in Last Five Years)**

Project	Municipality	\$ Amount	Type	Date
Barron Rd. Widening	City of College Station	54,505	Sod/Hydro mulch	3-7-12
Wm. D. Fitch, Ph. 2	City of College Station	24,726	Hydro mulch erosion control	1-26-09
High Point Drive	City of Bryan	38,038	Landscape Hydro mulch	7-3-12
Victoria Avenue Extension	City of C.S.	25,058	Hydro mulch silt fence	3-15-12
Waste Water Treatment Plant	Bedias	52,306	Hydro mulch	4-10-12
Rayford Rd. Ext.	Montgomery Co.	58,560	Erosion control Hydro mulch	6-11-11

Superintendent & Project Manager Information

Include Superintendent proposed for the project, years of experience as superintendent, project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects
J. Barnwell	18	Bryan Towne Center
Casey Richards	8	Barron Rd. Widening
Matt Sword	7	Wm. D. Fitch
Gilbert Castillo	16	Greens Prairie Elementary

Project Manager	Years Experience	Projects
Randall Richards	15	TXDOT Brazos Co. Fm 2818
Kerin Rainey	12	Gunter Oil Plant, Bryan, TX

References: Name 5 projects of similar work, giving owner's name, representative's name, project engineers name, and telephone numbers for each

1. Navasota Municipal Airport
City of Navasota
Glenn Fuqua - Contractor
O'Malley Engineers
Contract Amount \$268,836
Inspector - Mark Klaus (979) 251-4733
Pat Jaster (936) 825-7153 ^{Pager 625Kcamp}
Ed Adicks (979) 836-7937 (979) 337-1070

2. TX DOT Brazos Co. FM 2818 STP 1002(237)SB Contract Amount \$147,001
TXDOT Bryan District
Knife River Corp - Contractor
Super - Alan Krenek
Karl Nelson P.E. (979) 778-6233
Dawn Fennell (979) 361-2900
(979) 412-5090

3. TX DOT Brazos Co. Barron Rd Overpass HP 2009(657)ES \$79,508
TX DOT Bryan District
Glenn Fuqua - Contractor
Super - Marvin Weeks
Karl Nelson P.E. (979) 778-6233
Pat Jaster (936) 825-7153
(936) 727-9121

4. TX DOT Brazos Co. Wellborn Rd. Expansion STP 2006 (593) \$42,063
TX DOT Bryan District
Glenn Fuqua - Contractor
Super - James Lawrence
Catherine Hejl P.E. (979) 778-6233
Pat Jaster (936) 825-7153
(936) 672-3520

5. TX DOT Montgomery Co. IH 45 STP 2010 (629) ES \$171,982
Creative Landscapes of Texas
TX DOT Houston District
Lindsey Dirden (281) 590-7300
Michael Alford - Area Engineer
(713) 802-5001

JOB # 2, 3, 4, + 5 Contain Compost Manufactured Topsoil, Seeding, Sodding, and Hydromulching.

CERTIFICATION OF BID

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

Signed By: Liz Richards Title: President

Typed Name: Liz Richards Company Name: CEN TEX Hydroseed, Inc.

Phone No.: (936) 395-0374 Fax No.: (936) 395-0375

Email: centexhydroseed@gmail.com

Bid Address: P.O. Box 241 Bedias TX 77831
P.O. Box or Street City State Zip

Order Address: 21298 CR 141 Bedias TX 77831
P.O. Box or Street City State Zip

Remit Address: P.O. Box 241 Bedias TX 77831
P.O. Box or Street City State Zip

Federal Tax ID No.: 20-1273862

DUNS No.: 14-918-7689

Date: 3-14-14

END OF BID #14-043

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Cen Tex Hydroseed, Inc. PO Box 241 Bedias, Tx 77831

as Principal, hereinafter called the Principal, and Developers Surety & Indemnity Company 17780 Fitch - Suite 200 Irvine, CA 92614

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto City of College Station 1101 Texas Avenue College Station, Texas 77842

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF THE GREATEST AMOUNT BID

Dollars (\$ 5 % G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

City of College Station, Veterans Park Topsoil, Compost and Hydromulching

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of March, 2014

Ranchell Richards (Witness)

Cen Tex Hydroseed, Inc. (Principal) (Seal) Liz Richards President (Title) OWNER

Dahlia Hood (Witness)

Developers Surety & Indemnity Company (Surety) (Seal) Larry T. Smith (Title) Attorney-In-Fact

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Larry T. Smith

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

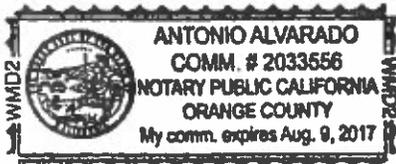
personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 17th day of MARCH, 2014

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



Legislation Details (With Text)

File #:	14-338	Version:	1	Name:	Ordinance - Boyett Free-Parking
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	3/21/2014	In control:		In control:	City Council Regular
On agenda:	4/10/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an ordinance amending Chapter 10 "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", Subsection G "Two-Hour Parking", (3) twenty-four (24) hours a day, seven (7) days a week", establishing two-hour parking on the west side of Boyett, from Patricia to Church Avenue.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	Attachment 2 Map.pdf Ch10 Sec 4 G Boyett Parking 3-24-14.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance amending **Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", G. "Two Hour Parking", (3) "Twenty-Four (24) Hours a Day, Seven (7) Days A Week", Traffic Schedule XV - "Two-Hour Parking"** establishing two-hour parking on the west side of Boyett, from Patricia to Church Avenue.

Relationship to Strategic Goals: Core Services and Infrastructure, and Multi-modal Transportation

Recommendation(s): Staff Recommends approval.

Summary: In July 2011, an MOU was executed with the Northgate District Association that, among other things, established sixteen (16) on-street parking spaces free to the public twenty-four 24 hours a day, seven (7) days a week. During the Pedestrian Improvement project, six (6) head-in free parking spaces were established on Boyett Street from University to Patricia to address the MOU requirement. These spaces were subsequently converted to 3 parallel free spaces to alleviate traffic safety concerns of head-in parking at a highly congested traffic area. Staff worked with the Northgate District Association to determine a solution and added additional free parking spaces to ensure compliance with the MOU.

This action removes five (5) metered parking spaces on the west side of Boyett Street from Patricia to Church Avenue. One parking space was removed near the intersection of Boyett Street and Church due to space and traffic safety concerns.

The ordinance establishes four (4) two-hour free parking spaces on Boyett Street from Patricia to Church Avenue. The spaces on Boyett Street from Patricia to Church Avenue were identified to replace the lost free parking spaces. This creates a total of seventeen (17) on-street parking spaces free to the public twenty-four 24 hours a day, seven (7) days a week, which exceeds the requirements of the MOU.

Budget & Financial Summary: N/A

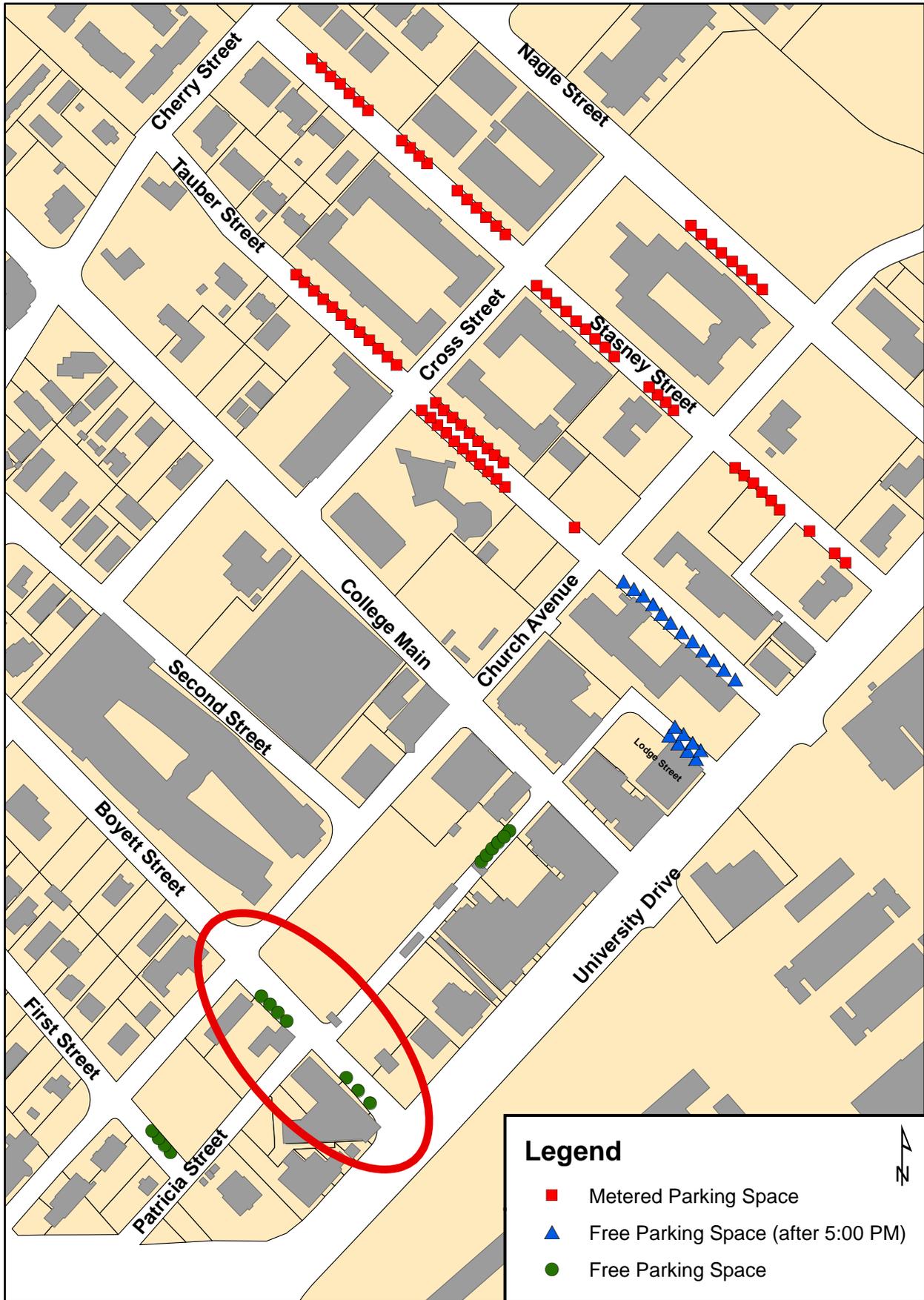
Reviewed and Approved by Legal: Yes

Attachments:

Attachment 1: Ordinance

Attachment 2: Map

Map of Northgate Street Parking Assets



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", G. "TWO HOUR PARKING", (3) "TWENTY-FOUR (24) HOURS A DAY, SEVEN (7) DAYS A WEEK", TRAFFIC SCHEDULE XV – "TWO-HOUR PARKING", 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", G. "Two Hour Parking", (3) "Twenty-Four (24) Hours a Day, Seven (7) Days A Week", Traffic Schedule XV - "Two-Hour Parking", 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.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That **Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", G. "Two Hour Parking", (3) "Twenty-Four (24) Hours a Day, Seven (7) Days a Week", Traffic Schedule XV – "Two-Hour Parking"**, is hereby amended to include the following:

Boyett Street – Two-Hour parking on the west side of the street between Patricia Street and Church Avenue.



Legislation Details (With Text)

File #:	14-344	Version:	1	Name:	U.S. Geological Survey Joint Funding Agreement for Stream Stations
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	3/24/2014	In control:		In control:	City Council Regular
On agenda:	4/10/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a U.S. Geological Joint Funding Agreement for Water Resources Investigations for Stream Stations.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Joint Funding Agreement.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a U.S. Geological Joint Funding Agreement for Water Resources Investigations for Stream Stations.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This agreement with the U.S. Geological Survey (USGS) is for the installation, operation, and maintenance of stream stations that will help provide actual field-measured data for the future calibration of our engineered flood studies. The City of College Station’s regulated floodplains impact hundreds of properties with values in the millions of dollars. The City has undertaken several major capital projects that are influenced by best available flood studies. Associated flood insurance rates and development regulation as well as general impacts to many citizens is broad. Due to this significance, it is important for our flood studies to be as accurate as possible.

The stations provided for by this agreement will collect a continuous reading of stormflow data to more accurately calibrate the local FEMA floodplain studies where rainfall through a mathematical relationship directly corresponds to streamflows and depth. This direct calibration will allow for more efficient floodplain management. Measuring streamflow accurately requires specialized instrumentation and personnel. USGS provides ongoing inspection and maintenance for the station instruments and data confirmation. Additionally, information from the two USGS stage and streamflow stations (as well as all USGS stations) will be available in essentially real time via the National Water Information System Web Interface (NWISWeb) for Texas at: <http://waterdata.usgs.gov/tx/nwis/rt>. Additional technical information is available on the USGS fact sheet “How Does a U.S. Geological Survey Stream Gage Work?” at <http://pubs.usgs.gov/fs/2011/3001/>.

Budget & Financial Summary: A Service Level Adjustment titled “Floodplain Management / Streamflow Stations” was approved in FY14 for this effort. A total of \$100,000 was budgeted in FY14 in the Drainage Utility Fund. This included budget for the initial installation of two stream stations and budget for the estimated annual operations and maintenance costs.

Future annual operation and maintenance would require additional agreements to be considered annually. This re-occurring operation and maintenance costs is estimated to be approximately \$31,000 total for the two stations per year. The referenced SLA budgeted a 5 year period for the continued operation and maintenance of the USGS stations.

Attachments: USGS Joint Funding Agreement for Water Resources Investigations



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754

Alan Gibbs
City Engineer
City of College Station
PO BOX 9960
College Station, TX 77842

March 20, 2014

Dear Mr. Gibbs, *Alan,*

Enclosed are five originals of our standard joint-funding agreement for the project(s) Texas Data Collection Program, during the period April 10, 2014 through September 30, 2014 in the amount of \$50,000.00 cash from your agency. Please sign and return one fully-executed original to Karen Beers at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **April 17, 2014**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Meghan Roussel by phone number (512) 927-3503 or email mroussel@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (817) 263-9545 Ext 225 or email at kkbecher@usgs.gov

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Robert L. Joseph
Director

Enc.: 14CMTX203000000 (2)

Fixed Cost Agreement Yes No

THIS AGREEMENT is entered into as of the 10th day of April, 2014, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of College Station party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the Texas Water Science Center, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

(a) \$0 by the party of the first part during the period
April 10, 2014 to September 30, 2014

(b) \$50,000 by the party of the second part during the period
April 10, 2014 to September 30, 2014

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered Quarterly . Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

USGS Technical Point of Contact

Name: Meghan Roussel
Supervisory Hydrologist
Address: 1505 Ferguson Lane
Austin, TX 78754-4501
Telephone: (512) 927-3503
Fax: (512) 927-3590
Email: mroussel@usgs.gov

Customer Technical Point of Contact

Name: Alan Gibbs
City Engineer
Address: PO BOX 9960
College Station, TX 77842
Telephone: (979) 764-3570
Fax:
Email: agibbs@cstx.gov

USGS Billing Point of Contact

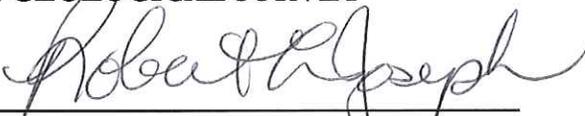
Name: Kandis Becher
Budget Analyst
Address: 2775 Altamesa Blvd.
Fort Worth, TX 76133
Telephone: (817) 263-9545 Ext 225
Fax: (817) 361-0459
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

Name: Alan Gibbs
City Engineer
Address: PO BOX 9960
College Station, TX 77842
Telephone: (979) 764-3570
Fax:
Email: agibbs@cstx.gov

Agreement #: 14CMTX203000000
Customer #: TX203
Project #: SJ009ME
TIN #: 74-6000534
USGS DUNS #: 128821266

U.S. GEOLOGICAL SURVEY

By: 
Printed Name: Robert L. Joseph
Title: Director
Date: 3/20/14

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

City of College Station
Attachment for 14CMTX203000000

Site Information

Description	Code	Units	Diff. Factor	USGS CWP	Customer	Total
Task: 1 - Surface Water Data Collection						
Site: **NEW** Bee Creek @ Texas Ave at College Station, TX						
Installation		1.00	1.00	\$0	\$25,000	\$25,000
Site Totals:				\$0	\$25,000	\$25,000
Site: **NEW** Bee Creek Trib A @ Texas Ave at College Station, TX						
Installation		1.00	1.00	\$0	\$25,000	\$25,000
Site Totals:				\$0	\$25,000	\$25,000
2 total site(s) under the Task Totaling:				\$0	\$50,000	\$50,000
2 total site(s) under the Agreement Totaling:				\$0	\$50,000	\$50,000



Legislation Details (With Text)

File #:	14-348	Version:	1	Name:	Estoppel Certificate
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	3/24/2014	In control:		In control:	City Council Regular
On agenda:	4/10/2014	Final action:		Final action:	
Title:	Presentation, possible action and discussion regarding approval of an Estoppel Certificate between DRI/APRC Northgate, LLC., the City of College Station and the Research Valley Partnership, Inc.				
Sponsors:	City Manager's Office, Legal				
Indexes:	Agreement				
Code sections:					
Attachments:	Estoppel Certificate.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding approval of an Estoppel Certificate between DRI/APRC Northgate, LLC., the City of College Station and the Research Valley Partnership, Inc.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): Staff recommends that Council approve the estoppel certificate between DRI/APRC Northgate, LLC., the City of College Station and the Research Valley Partnership, Inc.

Summary: An estoppel certificate is a document used in mortgage negotiations to establish facts and financial obligations. It is typically required by a lender of a third party in a real estate transaction.

In order to facilitate the redevelopment of approximately 3.36 acres in Northgate, City Council is being asked to approve the estoppel certificate between DRI/APRC Northgate, LLC., the City of College Station and the Research Valley Partnership, Inc. This is in accordance with the Economic Development Agreement between the City, the Research Valley Partnership, Inc., and Asset Plus Realty Corporation effective February 21, 2013. In addition to certifying that the borrower is not in default under the Economic Development Agreement and that Subsection 3.5(c) of the agreement no longer applies, the City and RVP agree to sign a release of the Buyback Option in recordable form at such time when the borrower performs under Subsection 3.3 of the agreement.

Budget & Financial Summary: Earlier this year, the City and Asset Plus Realty Corporation closed on the property for a net sale price of \$2,975,000.

Attachments: Estoppel Certificate

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE (this "**Certificate**") is made and given effective as of the ____ day of _____, 2014 by **THE CITY OF COLLEGE STATION, TEXAS**, a home-rule municipal corporation ("**City**"), **DRI/APRC Northgate, LLC**, a Delaware limited liability company (the "**Borrower**"), and **THE RESEARCH VALLEY PARTNERSHIP, INC.** ("**RVP**") with regard to that certain Economic Development Agreement dated effective February 21, 2013, by and between the City, RVP and Asset Plus Realty Corporation ("**Asset Plus**"), as amended by Amendment No.1 to Economic Development Agreement dated October 30, 2013 (collectively, the "**Agreement**") as evidenced by Memorandum of Economic Development Agreement filed for record in Book 11799, page 120, Official Records of Brazos County, Texas.

All of the right, title and interest of Asset Plus in and to the Agreement has been assigned to Borrower pursuant to that certain Assignment of Economic Development Agreement dated January 13, 2014 and executed by Asset Plus and Borrower. By its execution below, the City and RVP hereby consent to the assignment of the Agreement by Asset Plus to the Borrower.

Wells Fargo Bank, National Association (the "**Lender**") is making a \$17,980,000.00 loan (the "**Loan**") to Borrower, for the construction of a student housing project with retail space on certain real property legally described as: Lots One (1) through Twenty Two (22), Block Eleven (11), W.C. Boyett Estate Partition, an addition in the City of College Station, Texas, according to the plat recorded in Volume 100, page 440 of the Deed Records of Brazos County, Texas, being hereinafter referred to together as the "**Property**". The Loan is evidenced by, among other documents, that certain Construction Loan Agreement dated March 21, 2014 by and between Borrower and Lender (the "**Loan Agreement**").

The Property is affected by the Agreement.

The City, Borrower, and RVP hereby represent and certify to Wells Fargo, that, to the best of the City's, Borrower's and RVP's knowledge:

1. The Borrower is not in default in the performance of its obligations under the Agreement.
2. Except as detailed above, the Agreement has not been amended, modified or otherwise supplemented.
3. All notices to be delivered to the Borrower by the City under or in connection with the Agreement shall also be delivered to Wells Fargo at the address set forth below:

Wells Fargo Bank, National Association
Real Estate Group
MAC T0002-167
1000 Louisiana, 16th Floor
Houston, Texas 77002
Attn: Nicholas Laettner (Loan # 1011023)

4. Lender has the right (but not the obligation) to cure any breach or default by Borrower under the Agreement within the time periods set forth below, and the City will not exercise its remedies under the Agreement if Lender cures such default within thirty (30) days after receipt of notice from the City of such default; provided, however, that if such default is not cured by Lender within such thirty (30) day period, Lender shall have a commercially reasonable extension of time to effect such cure, provided that the Lender has commenced any action within such thirty (30) day period to remedy the same and so long as Lender pursues such cure with diligence.

5. The City and RVP hereby agree that, as of the date hereof, Subsection 3.5(c) of the Agreement entitled “Café Eccell” shall no longer apply to Borrower or Lender.

6. At such time as the condition for release and termination of the Buyback Option (as defined in the Agreement) is met pursuant to Section 3.3 of the Agreement, the City and RVP hereby agree to execute the form of Release of Buyback Option attached hereto as Exhibit “A”.

SIGNATURE PAGES FOLLOW

SIGNATURE PAGE OF DRI/APRC NORTHGATE, LLC
TO
ESTOPPEL CERTIFICATE

IN TESTIMONY WHEREOF, this instrument is executed effective as of the date stated above.

DRI/APRC NORTHGATE, LLC
By: APRC NORTHGATE, LLC
Its Managing Member

By: _____
B. Jeffrey Knowles
Its Manager

Date: _____

SIGNATURE PAGE OF CITY OF COLLEGE STATION, TEXAS
TO
ESTOPPEL CERTIFICATE

IN TESTIMONY WHEREOF, this instrument is executed effective as of the date stated above.

CITY OF COLLEGE STATION, TEXAS

By: _____
Nancy Berry
Its Mayor

Date: _____

ATTESTED:

Sherry Mashburn
City Secretary

Date: _____

SIGNATURE PAGE OF THE RESEARCH VALLEY PARTNERSHIP, INC.
TO
ESTOPPEL CERTIFICATE

IN TESTIMONY WHEREOF, this instrument is executed effective as of the date stated above.

THE RESEARCH VALLEY PARTNERSHIP, INC.

By: _____
Ivan Olson
Its Chairman

Form of Release of Buyback Option follows this page.

EXHIBIT "A"

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Fabyanske, Westra, Hart & Thomson, P.A.
333 South Seventh Street, Suite 2600
Minneapolis, Minnesota 55402
Attention: Judith E. Krow and Rory O. Duggan

=====
(Space Above For Recorder's Use)

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU
MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC
RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE
NUMBER.**

RELEASE OF BUYBACK OPTION

THIS RELEASE OF BUYBACK OPTION ("Release") is given this ___ day of _____, 201___, by the CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation (the "City:), and THE RESEARCH VALLEY PARTNERSHIP, INC., a Texas non-profit corporation ("RVP").

The City, RVP and Asset Plus Realty Corporation ("Asset Plus") were parties to that certain Economic Development Agreement with an effective date of February 21, 2013 (the "Original Agreement"), which Original Agreement was amended by a certain Amendment No. 1 to Economic Development Agreement dated October 30, 2013 (the "First Amendment"; the Original Agreement and the First Amendment may be referred to herein as the "EDA"). The EDA covers certain property legally described as Lots One (1) through Twenty Two (22), Block Eleven (11), W.C. Boyett Estate Partition, an addition in the City of College Station, Texas, according to the plat recorded in Volume 100, page 440 of the Deed Records of Brazos County, Texas (the "Property"). The existence of the EDA is evidenced by Memorandum of Economic Development Agreement filed for record in Book 11799, page 120, Official Records of Brazos County, Texas.

Asset Plus has assigned all of its right, title and interest, together with all obligations under the EDA to DRI/APRC Northgate, LLC, a Delaware limited liability company ("Owner").

Section 3.3 of the Original Agreement contains a right of the City to repurchase the Property subject to the terms and conditions set forth in said Section 3.3 if construction of

improvements on the Property has not commenced by February 21, 2015, (the “Buyback Option”). Owner requested, at such time as the condition for release of the Buyback Option was met pursuant to Section 3.3 of the Original Agreement, that the City and RVP release the Buyback Option of record. The City and RVP hereby agree and acknowledge that the condition for release of the Buyback Option has been met.

Accordingly, the City and RVP hereby agree that, effective on the date of this Release, the Buyback Option is released and is null and void and of no further force or effect and neither the City nor RVP shall have any right to enforce or to attempt to enforce the Buyback Option; provided however that nothing in this Release shall be deemed to modify any other provision of the EDA or to modify the rights and obligations of the City, RVP or Owner thereunder.

SIGNATURE PAGES FOLLOW

SIGNATURE PAGE OF CITY OF COLLEGE STATION, TEXAS
TO
RELEASE OF BUYBACK OPTION

IN WITNESS WHEREOF, the City has executed this Release as of the date first written above.

CITY OF COLLEGE STATION, TEXAS

By: _____
Nancy Berry
Its Mayor

ATTESTED:

Sherry Mashburn
City Secretary

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on _____, 2014, by Nancy Berry, the Mayor of the City of College Station, Texas, a home rule municipal corporation, on behalf of said home rule municipal corporation.

[Seal]

Notary Public in and for the State of Texas

SIGNATURE PAGE OF THE RESEARCH VALLEY PARTNERSHIP, INC.
TO
RELEASE OF BUYBACK OPTION

IN WITNESS WHEREOF, the RVP has executed this Release as of the date first written above.

THE RESEARCH VALLEY PARTNERSHIP, INC.

By: _____
Ivan Olson
Chairman

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on _____, 2014, by Ivan Olson, the Chairman of The Research Valley Partnership, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[Seal]

Notary Public in and for the State of Texas



Legislation Details (With Text)

File #:	14-350	Version:	1	Name:	BV Groundwater Conservation District ILA
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	3/24/2014	In control:		In control:	City Council Regular
On agenda:	4/10/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an Inter-Local Agreement for the Brazos Valley Groundwater Conservation District to grant the City \$57,500 for creation of a website to provide homeowners with information to conserve lawn irrigation water.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ILA BVGCD Contract Agri-Life				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an Inter-Local Agreement for the Brazos Valley Groundwater Conservation District to grant the City \$57,500 for creation of a website to provide homeowners with information to conserve lawn irrigation water.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Sustainable City

Recommendation: Staff recommends approval of the Inter-Local Agreement.

Summary: The Brazos Valley Groundwater Conservation District (BVGCD) is seeking to implement innovative methods to promote water conservation. Working together, City staff, BVGCD and Texas A&M Agri-Life have developed an Inter-Local Agreement (ILA) that, if approved, will create a system to provide homeowners with information that will allow them to avoid over-watering their lawns and landscaping. This system will install a weather station and four rain gauges that auto-report to a database, which uses the data to calculate the evapotranspiration in various areas of the City. Homeowners will be able to get this information from a website that will let them choose the area in which they live, and the system will tell them how much water is needed for their lawns in the coming week. The system will also offer users to sign up and provide an email address, so they can receive automatic weekly email updates. Staff expects this system will be highly beneficial and will promote a large degree of water conservation.

The proposed ILA will grant the City \$57,500. Of this amount, \$22,500 will be used to purchase and install the weather station and rain gauges from Campbell Scientific, plus pay for one year of cellular data communications. The remaining \$35,000 will be used to contract with Agri-Life for creation of the database and website.

If Council approves this ILA, both the purchase order and the Agri-Life contract will be executed under City Manager approval. The contract has already been reviewed and approved by Legal. This ILA was unanimously approved by the BVGCD Board on March 13, 2014.

Budget & Financial Summary: There will be no net financial impact to Water Fund for this item as funds will be received to offset the expenditure. However, a budget for the expenditure will need to be established and will be included on a future FY14 budget amendment.

Reviewed and Approved by Legal: Both the ILA and the contract with Agri-Life have been reviewed and approved by Legal.

Attachments:

ILA
Contract

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF COLLEGE STATION
AND THE BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT
FOR THE LAWN IRRIGATION ASSISTANCE WEBSITE**

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 functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, the City of College Station, a home rule municipality incorporated under the laws of the State of Texas (hereinafter referred to as "CITY") desires to enter into this Interlocal Agreement between the City of College Station and the Brazos Valley Groundwater Conservation District (BVGCD) for the purpose of authorizing the City to purchase and maintain equipment, database and website to inform local residents regarding lawn irrigation requirements, under the terms and conditions set forth in this Agreement; and

WHEREAS, residents and businesses tend to over-irrigate their lawns, landscapes and green spaces, therefore better guidance will provide opportunities to conserve water and spend less money to maintain their properties; and

WHEREAS, the CITY is authorized to provide lawn irrigation assistance services for customers; and

WHEREAS, the CITY considers it in its best interests to make efforts to conserve water resources, and desires to achieve the goals in its Water Conservation Plan, most notably to reduce water consumption to less than 140 gallons per capita per day; and

WHEREAS, the Brazos Valley Groundwater Conservation District is charged by the Texas Legislature with providing for the conservation, preservation, protection, and prevention of waste of groundwater, and of groundwater resources in Brazos and Robertson counties, Texas, under §36.0015 of the Texas Water Code; and

WHEREAS, the BVGCD is willing to provide funding to make the lawn irrigation assistance service a reality throughout Brazos and Robertson counties; and

NOW, THEREFORE, for and in consideration of the promises and agreements contained herein and the recitations set forth hereinabove, the parties hereby agree to enter into this Agreement pursuant to the above-named act to authorize the BVGCD to provide grant funding and the CITY to purchase and maintain the equipment, database, and website required to provide the services on behalf of BVGCD under the following terms and conditions:

1. Description of the Items to be Purchased and Maintained

1. Equipment

- a. Weather Station (one): Campbell Scientific CR800-ST-SW-NC including all accessories to be fully functional, with a rain gauge, solar panel, and cellular communications.
- b. Remote Rain Gauge Stations (four): Campbell Scientific CR200X

- including all accessories to be fully functional, with solar panel, and cellular communications.
 - c. Equipment will be installed by Campbell Scientific application engineer.
 - d. Equipment locations will be agreed upon by the BVGCD General Manager and the City Water Services Director.
 - e. One rain gauge will be located in the Wellborn SUD service area, at a location selected by the WSUD General Manager.
2. Database: Open architecture to be available for public download, to include data from all components of the system. Features include:
- a. Automatic upload of data from all weather stations and rain gauges.
 - b. Capacity to expand greatly, when new weather stations or rain gauges are added in the future, by any water provider in Brazos or Robertson County.
 - c. Capability to upload data from City or TAMU owned storm flow monitors, including both flow quantity and water quality data, linking these data in time with rainfall information.
 - d. Daily data monitoring for "sanity check" to ensure all instruments are reporting reasonable numbers.
3. Website: A user-friendly public website to provide lawn irrigation assistance, based on rainfall and weather conditions, with the following features:
- a. Provide map showing rain gauge locations which will allow residents to select which zone they are in, click on the appropriate zone, and receive lawn irrigation recommendations.
 - b. Compiling weekly information from the ET Station and Rainfall weather Stations to prepare detailed lawn irrigation budgets.
 - c. Preparing weekly lawn watering requirements for College Station residents and citizens in Brazos and Robertson counties.
 - d. Preparing water conservation tips and educational information for College Station residents and citizens in Brazos and Robertson counties.
 - e. Developing a portal for weekly email push notifications messages for residents who sign up for the service.
 - f. Developing public information on water conservation.
 - g. Linking the website to the BVGCD and City of College Stations websites with credit given to both organizations.

2. Term & Termination

- 2.01 The Agreement goes into effect as of the last date of authorized signature hereto and will be automatically renewed for three (3) years. Thereafter this Agreement will automatically renew every three (3) years upon the same terms and conditions until this Agreement is terminated according to the provisions of Paragraph 2.02.
- 2.02 Either party may cancel this Agreement by providing thirty (30) days advanced written notice to the other party. In this event, all equipment will

be returned to the BVGCD. The District will have first right of refusal to have possession of the database and the website, upon agreement with the Vendor, otherwise the database and website remain the property of CITY. Any unused grant funds must be returned to the District within ten (10) business days of cancellation.

3. Terms and Conditions of Service

- 3.01 CITY will report to BVGCD by December 1st each year on estimated water savings from this and other water conservation initiatives, to include:
- Rainfall-adjusted demand reduction estimates.
 - Total estimated dollars saved by customers on their water bills.
 - Number of website hits in the previous year.
 - Number of push notifications sent in previous year.
- 3.02 CITY will purchase, install, calibrate, operate and maintain the equipment, with BVGCD General Manager concurrence for any contracts awarded or replacement of equipment components, other than normal wear parts.
- 3.03 CITY will update its Water Conservation Plan annually and submit to the BVGCD for their information.
- 3.04 CITY will place a prominent link to the Lawn Irrigation Assistance website on the official City website.
- 3.05 CITY agrees to restore any damaged landscaping, paving, irrigation etc. disturbed as a result of construction or maintenance of this ILA.
- 3.06 CITY will mutually agree with BVGCD General Manager on a timeline for completion of major tasks under this ILA.

4. Payment

- 4.01 BVGCD shall provide City a lump sum grant of \$57,500 for initial purchase and creation of the items in Paragraph 1. Payment will be made by the first of the month following conformance of this document. Grant includes:
- \$20,000 for purchase, delivery and installation of equipment.
 - \$35,000 for development of database and website.
 - \$2,500 for first year of data cellular communications.
- 4.02 BVGCD shall provide City annual grants of \$27,500 for maintenance and calibration of the items in Paragraph 1. Payments will be due annually on the date of initial grant. Annual grants include:
- \$20,000 for database/website maintenance
 - \$5,000 for equipment maintenance
 - \$2,500 for data cellular communications

5. Hold Harmless

To the extent permitted by law and subject to the limitations as to damages in the Texas Tort Claims Act, CITY and BVGCD agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement to the extent authorized by the laws and Constitution of the State of Texas.

6. Force Majeure

If for any reason of "force majeure," either CITY or BVGCD shall be rendered unable, wholly or in part, to carry out its obligation under this Agreement, then if the party shall give notice of the reasons in writing to the other party within a reasonable time after the occurrence of the event, or cause relied on, the obligation of the party giving the notice, so far as it is affected by the "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, land slides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to machinery, or any other cause not reasonably within the control of the party claiming the inability.

7. Invalidity

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

8. Notices and Payments

8.01 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual listed in Paragraph 8.02 herein, or if it is delivered or sent certified mail to the address listed in Paragraph 8.02 herein.

8.02 All notices and payments shall be sent and provided to the parties at the addresses and telephone numbers listed below:

CITY OF COLLEGE STATION
Attention: Director of Water Services Department
1601 Graham Road
College Station, Texas 77845
Phone: 979.764-3432

With a copy to: City Manager and City Attorney
1101 Texas Avenue
College Station, TX 77840

BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT
Attention: General Manager
PO Box 528
Hearne, Texas 77859
Phone: 979.279-9350

- 8.03 The parties may change addresses for billing and payment upon thirty (30) days written notice sent certified mail, return receipt requested. Any other notices provided or required in this Agreement, except for change of address for billings and payments, may be provided by written notice or other means as provided in this Agreement.

9. Entire Agreement

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

10. Amendment

The parties may amend this Agreement upon mutual agreement of the parties. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, approved by the appropriate authority of each respective entity, and signed by duly authorized representatives of both parties.

11. Texas Law

This Agreement has been made under and shall be governed by the laws of the State of Texas.

12. Place of Performance and Venue

Performance and all matters related thereto shall be in Robertson and Brazos County, Texas, United States of America and venue shall lie in a court of competent jurisdiction in Robertson County, Texas.

13. Authority to Enter Contract

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

14. Waiver

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof or the right of either party thereafter to enforce each and

every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

15. Agreement Read

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

16. Assignment

This Agreement and the rights and obligations contained herein may not be assigned by BVGCD or CITY without the prior written approval of the other party.

17. Multiple Originals

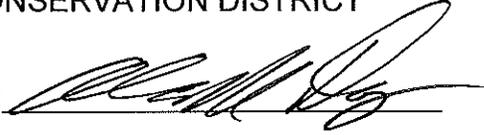
It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

18. No Debt or Additional Liability of the District

This Agreement shall not be interpreted as creating any debt by or on behalf of BVGCD or CITY, and all obligations of BVGCD and CITY are subject to the availability of funds. To the extent the performance of this Agreement extends beyond the BVGCD fiscal year in which this Agreement is entered into, this Agreement is specifically contingent upon such funds being encumbered for the following fiscal year or the continued funding of the Lawn Irrigation Assistance Website program for the following fiscal year of the District. In no event shall the District be responsible or liable for any sum or amount of money whatsoever that is in excess of the Grant Amount.

SIGNED this the 26th day of March 2014.

BRAZOS VALLEY GROUNDWATER
CONSERVATION DISTRICT

By: 

CITY OF COLLEGE STATION

By: _____
Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

City Manager

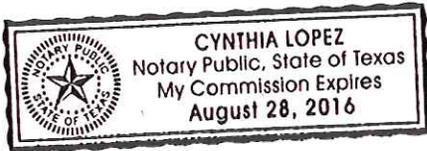
Assistant City Manager / CFO

STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on this day of March 26th 2014,
by Alan M. Day in his capacity as General Manager
of the BVGCD, an agency of the State of Texas, on its behalf.

Cynthia Lopez
Notary Public in and for
The State of Texas



STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on this day of _____ 2014,
by Nancy Berry in her capacity as Mayor of the City of College Station, a Texas home-
rule municipal corporation, on its behalf.

Notary Public in and for
The State of Texas

SPONSORED RESEARCH AGREEMENT
between
City of College Station Water Services Department
and
Texas AgriLife Research

This agreement (“Agreement”) is entered into by the City of College Station (“City”), a Texas Home Rule Municipal Corporation hereinafter referred to as the “Sponsor”, with principal offices at 1101 Texas Avenue, College Station; and Texas AgriLife Research (“AgriLife”) with principal offices in College Station, Texas, a member of The Texas A&M University System (“TAMUS”), collectively referred to as “Parties” and individually as “Party.”

AgriLife and Sponsor (City) each desire to encourage and facilitate the discovery, dissemination and application of new knowledge, and Sponsor desires to support this research. Therefore, the Parties agree as follows:

Article 1. Scope of Work

AgriLife agrees to perform the work described in **Appendix A** under the direction of Ronald Kaiser, or his successor, referred to herein as the “Project Leader.” Project Leader will coordinate project tasks with the Director of the City of College Station Water Services Department, or his designee.

Article 2. Period of Performance

The Agreement is effective as of the last date of authorized signature hereto for a period of one (1) year, and will be automatically renewed on the anniversary of the effective date for a total of three (3) years.

Article 3. Consideration and Payment

As compensation for the Research and in accordance with the budget attached as **Appendix B**, Sponsor agrees to pay AgriLife the amount of \$35,000 for the first year and \$20,000 per year for the next two years. The amounts for each year will be due and payable in two (2) installments upon the actual receipt of the invoices submitted to the City at the beginning of each calendar year and at the mid-point of each calendar year. Checks should be made to Texas AgriLife Research and forwarded to the address designated in Article 4.

AgriLife may incur costs according to AgriLife's current personnel, travel and purchasing policies. AgriLife may transfer funds between budget line items in order to accomplish the objectives of the project.

If, at any time, AgriLife has reason to believe that the cost of the project will exceed the budgeted amount, AgriLife will notify Sponsor in writing, giving a revised budget for completion of the Research. Sponsor will not be obligated to reimburse AgriLife for any cost in excess of the budgeted amount and AgriLife will not be obligated to continue the project or incur costs in excess of that amount unless and until this Agreement is amended to increase the maximum amount.

Article 4. Notices

Formal notices provided under this Agreement must be in writing and delivered by certified mail, return receipt requested; facsimile with receipt of a successful transmission confirmation; or email. Notices must be delivered to the following addresses or at such other addresses as may be later designated in writing.

Sponsor: David Coleman, Director
College Station Utilities
Water Services Department
P.O. Box 9960, 1601 Graham Rd
College Station, Tx 77842
Email: dcoleman@cstx.gov
Phone (979) 764-3656
Fax (979) 764-3452

AgriLife: Jane Zuber
Texas AgriLife Research
OSR, TAMU 2147
College Station, TX 77843-2147
d-gilliland@tamu.edu
Phone: (979) 845-4761
Fax: (979) 862-7775

Article 5. Independent Contractor

AgriLife is an independent contractor in the performance of the project and is not acting as a partner, joint venturer, or agent of Sponsor under this Agreement. The employees, officers, volunteers, students, or agents of AgriLife or The Texas A&M University System (“TAMUS”) are not employees, officers, volunteers, or agents of Sponsor.

Neither Party is authorized or empowered to act as an agent for the other for any purpose and may not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither is bound by the acts or conduct of the other.

Article 6. Publicity

Sponsor may not indicate, directly or indirectly, any endorsement by AgriLife, TAMUS, or any other member of TAMUS, of any products or services of Sponsor for any reason, without obtaining the express, prior written consent of AgriLife. Sponsor may not use the name of AgriLife, TAMUS, or any other member of TAMUS, or the names of any of their employees nor any adaptation in any advertising, promotional or sales literature without prior written consent obtained from AgriLife.

Article 7. Intellectual Property

Title to and the right to determine the disposition of any copyrights or copyrightable material first produced or composed in the performance of this research program will remain with AgriLife.

AgriLife grants Sponsor an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, display and perform any copyrightable materials.

Article 8. Publications

AgriLife may publish the results of research performed under this Agreement after providing Sponsor a 60-day period in which to review each publication.

Article 9. Confidential Information

Each Party must designate in writing as confidential at the time of disclosure any confidential or

proprietary information disclosed by one Party to the other Party for use in or associated with the Project. For the purpose of keeping such information derived from either Party confidential, each Party must make reasonable efforts not to disclose that information to third parties or release it for publication without the prior written consent of either Party during the life of this Agreement.

Both Parties expressly acknowledge that each Party must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information related to the Research or matters involving this Agreement. This obligation supersedes any conflicting provisions of this Agreement.

Article 10. Disputes

The Parties must make every reasonable attempt to resolve in an amicable manner all disputes concerning the interpretation of this Agreement.

Sponsor must use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Sponsor that cannot otherwise be resolved. Sponsor must submit written notice of a claim of breach of contract under this Chapter to the AgriLife Director, who will examine Sponsor's claim and any counterclaim and negotiate with Sponsor in an effort to resolve the claim.

Article 11. Governing Law

The Constitution and laws of the State of Texas govern and determine the validity of this Agreement and all matters related to this Agreement, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction.

Article 12. Termination

Either Party may terminate this Agreement for convenience at any time prior to the full term of the Agreement provided that the terminating Party gives written notice to the other Party thirty (30) days in advance of the effective date of termination. Sponsor must pay for all services, orders, materials, or facilities committed by AgriLife in good faith prior to the effective date of termination.

Article 13. Fiscal Funding

This Agreement includes fiscal funding provisions. If, for any reason, funds are not appropriated to, or appropriated by the Sponsor (City) to continue this Agreement, said Agreement shall become null and void and be automatically terminated. This Article shall supersede any conflicting paragraphs or provisions contained in this Agreement

Article 14. Release and Hold Harmless

To the extent permitted by law and subject to the limitations as to damages in the Texas Tort Claims Act, Sponsor (City) and AgriLife agree to release and hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any

person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement to the extent authorized by the laws and Constitution of the State of Texas.

Article 15. Miscellaneous

This Agreement contains the entire understanding of the Parties regarding the Project, and supersedes all other written and oral agreements between the Parties regarding the project. This Agreement may be modified or amended only by a written agreement signed by both Parties.

Each Party, upon receipt of documentation from the other Party, must excuse any breach of this Agreement, which is proximately caused by war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require performance at any later time nor will the waiver by either Party of a breach of any provision waive any succeeding breach of that provision or waive the provision itself.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, then that provision will be severed and will not affect the remainder of this Agreement.

AgriLife is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of AgriLife to claim any exemptions, privileges, and immunities as may be provided by law.

Sponsor (City) is a Texas Home Rule Municipal Corporation and nothing in this Agreement waives or relinquishes the right of Sponsor (City) to claim any exceptions, privileges, and immunities as may be provided by law.

The Parties have signed this Agreement in duplicate originals and the Agreement is effective as of the date last written below.

Texas AgriLife Research (“AgriLife”)

City of College Station (“Sponsor”)

By: _____

By: _____

Jane Zuber, for Craig Nessler
Director, Texas AgriLife Research

Kelly Templin
City Manager

Date: _____

Date: _____

APPROVED:

City Attorney

Assistant City Manager / CFO

Appendix A

Scope of Work

Project Tasks

AgriLife Research, under the guidance of the Project Leader, will undertake the following tasks for this project.

I. Develop and maintain a user-friendly public website to provide lawn irrigation assistance, based on rainfall and weather conditions, with the following features:

- **Provide map showing rain gauge locations which will allow residents to select which zone they are in, click on the appropriate zone, and receive lawn irrigation recommendations.**
- **Compiling weekly information from the Evapo-Transpiration (“ET”) Station and Rainfall weather Stations to prepare detailed lawn irrigation budgets.**
- **Preparing weekly lawn watering requirements for College Station residents and citizens in Brazos and Robertson counties.**
- **Preparing water conservation tips and educational information for College Station residents and citizens in Brazos and Robertson counties.**
- **Developing a portal for weekly email push notifications and messages for residents who sign up for the service.**
- **Developing public information on water conservation.**
- **Linking the website to the Brazos Valley Groundwater Conservation District and City of College Station websites with credit given to both organizations.**

II. Report to the Sponsor (City) by November 15th each year on estimated water savings from this and other water conservation initiatives, to include:

- **Rainfall-adjusted demand reduction estimates.**
- **Total estimated dollars saved by customers on their water bills.**
- **Number of website hits in the previous year.**
- **Number of push notifications sent in previous year,**

Appendix B

Budget Year 1

	Total
Direct Costs for Researchers	\$ 35,000*
TOTAL COSTS	\$ 35,000

***Salaries, fringe benefits, insurance for researchers.**

Budget Year 2

	Total
Direct Costs for Researchers	\$ 20,000*
TOTAL COSTS	\$ 20,000

***Salaries, fringe benefits, insurance for researchers.**

Budget Year 3

	Total
Direct Costs for Researchers	\$ 20,000*
TOTAL COSTS	\$ 20,000

***Salaries, fringe benefits, insurance for researchers.**



Legislation Details (With Text)

File #:	14-351	Version:	1	Name:	ERP System - Planning and Community Services
Type:	Contract	Status:		Status:	Consent Agenda
File created:	3/26/2014	In control:		In control:	City Council Regular
On agenda:	4/10/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approving two contracts between the City of College Station and CRW Systems, Inc.: a "Software Maintenance & Support Agreement", (1st Yr Maint. - \$69,000) for the software maintenance and support services for CRW Software Products, and a "License and Installation Agreement for CRW Software Products", (\$531,000.00) for the software licenses and implementation services; and approving a resolution authorizing the City Manager to approve contract documents and expenditures related to the CRW contracts.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	14-351 CRW License Agreement - Scanned 2014 0328.pdf 14-351 CRW Maintenance Agreement - Scanned 2014 0328.pdf 14-351 CRW Res 3-28-14.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving two contracts between the City of College Station and CRW Systems, Inc.: a "Software Maintenance & Support Agreement", (1st Yr Maint. - \$69,000) for the software maintenance and support services for CRW Software Products, and a "License and Installation Agreement for CRW Software Products", (\$531,000.00) for the software licenses and implementation services; and approving a resolution authorizing the City Manager to approve contract documents and expenditures related to the CRW contracts.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval

Summary:

These contracts are the first of three sets of separate vendor contracts that will replace the current Enterprise Resource Planning (ERP) system software. These CRW contracts will cover software that will serve Planning and Development Services and Community Services departments in the areas of permitting, code enforcement and business licenses, including electronic submission of plans and citizen requests for service.

Previous briefings to Council on this Project include:

- December 13, 2012 - Plan to Assess the Current ERP System, Consultant, Phase I & II (Gap Analysis, Action Plan)

- March 28, 2013 - ERP Consultant Report and Request to Proceed
- April 25, 2013 - Consultant Phase III - V (RFP, Vendor Evaluation, Contract Negotiations)
- July 11, 2013 - Project Update and Budget Forecast

Budget & Financial Summary:

Budget is included for this project in the Facilities and Technology Capital Projects Fund as part of the ERP Replacement Project, CO 1204. Annual maintenance after the first year maintenance support will be budgeted and funded in the IT Department Operational Budget. It is anticipated that the project will be funded with a combination of long term debt as well as current resources from the General Fund. A "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" that will cover this contract has been included as part of the Council agenda item related to the Tyler Technologies, Inc contract that is also scheduled to be presented to Council on April 10, 2014. The resolution is necessary for this item because the long term debt has not yet been issued. This debt is scheduled to be issued later this fiscal year and in future fiscal years.

Attachments:

1. License and Installation Agreement for CRW Software Products (Exhibits on file with City Secretary)
2. Software Maintenance & Support Agreement
3. Resolution

**LICENSE AND INSTALLATION AGREEMENT
FOR CRW SOFTWARE PRODUCTS**

This Agreement (“Agreement”) is made by and between CRW SYSTEMS, INC., (“CRW”) and The City of College Station, a Texas Home-Rule Municipal Corporation (“CITY”).

WHEREAS, CITY issued a Request for Proposals on June 28, 2013, for the purpose of acquiring Software and Implementation Services for an Enterprise Resource Planning System (“Systems”); and

WHEREAS, CRW responded to CITY’s Request for Proposals with their Proposal dated August 7, 2013; and

WHEREAS, CITY requested a Best and Final Offer February 14, 2014, and CRW responded to CITY’s Request for Best and Final Offer February 21, 2014; and

WHEREAS, CITY has selected CRW to furnish, deliver, install, and implement a comprehensive property data and land management system; permit and inspection management system; planning, engineering and related development activities; code enforcement management; business license management; and Professional GIS integration (hereinafter called the “Project”); and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein, CRW and CITY agree CRW shall provide products and services, and CITY shall pay prices as set forth in this Agreement.

A. SERVICES

A.1. PROJECT DESCRIPTION. The Project is defined in Exhibits A – E, which include: software and licensing; implementation and project management; data conversion; training; reports and forms; and enhancements and customization for CRW Software Products.

A.2. AGREEMENT EXHIBITS.

- Exhibit A. Project Scope of Work
- Exhibit B. Project Milestone and Payment Schedule
- Exhibit C. Investment Cost Summary
- Exhibit D. Software License
- Exhibit E. System Acceptance Testing
- Exhibit F. CRW’s responses to CITY’s requests for Best and Final Offer
- Exhibit G. CRW’s Proposal dated August 7, 2013
- Exhibit H. CITY’s Request for Proposals dated June 28, 2013
- Exhibit I. Certificate(s) of Insurance

A.3. ORDER OF PRECEDENCE. The following order of precedence shall govern if there is a conflict between the Agreement documents.

1. This Agreement and any Amendments
2. Exhibit D – Software License Agreement
3. Exhibit C – Investment Cost Summary
4. Exhibit A – Project Scope of Work
5. Exhibit B – Project Milestone and Payment Schedule
6. Exhibit F – CRW’s responses to CITY’s request for Best and Final Offer
7. Exhibit G –CRW’s Proposal dated August 7, 2013
8. Any other contract documents in the order they appear.

A.4. NOTICE TO PROCEED.

A.4.1. Services to be provided by CRW shall begin after CRW receives the following: (a) a fully executed original of this Agreement, and (b) written notice to proceed provided by CITY. CRW shall not be obligated to perform any work pursuant to the Project, to include furnishing labor or materials, before CITY issues a notice to proceed.

A.4.2. Subject to CITY’S duties and responsibilities provided in Section C of this agreement, CRW shall adhere to the time periods set forth in this Agreement or any Exhibits. The time periods are provided as a general understanding of the estimated time period in which various Project items will be completed. The time schedule is based in large part on the assumption that CITY will provide all necessary information to CRW in a timely manner in accordance with Section C of this Agreement.

B. CRW DUTIES AND RESPONSIBILITIES

B.1. DELIVERABLES AND SERVICES.

B.1.1. CRW shall grant the City a perpetual license for CRW Software Products in accordance with Exhibit D, Software License Agreement.

B.1.2. CRW shall provide professional services for the consulting, programming, implementation and training of CRW Software Products in accordance with Exhibit A, Project Scope of Work.

B.2. MAINTENANCE AND SUPPORT. CRW shall offer CITY Software Maintenance and Support under a separate Software Maintenance and Support Agreement, mutually agreed upon and executed by both parties.

C. CITY DUTIES & RESPONSIBILITIES

C.1. INFORMATION TO BE PROVIDED BY CITY. CITY will provide all information necessary for CRW to establish the permit software control files, including but not limited to:

C.1.1. Current valuation and fee structures

C.1.2. Current Permit, Project, License, and Case type designations and categories

C.1.3. Examples of all current reports used by the CITY relating to permit management

C.1.4. Any exceptions to the typical permit process, or any special permit processing requirements

C.2. ACCESS. CITY will provide CRW with necessary access to CITY workstations and servers meeting or exceeding the hardware specifications required for installation of the software.

C.3. CITY COOPERATION. CITY understands timely completion of the Project is dependent in significant part upon CITY's cooperation in providing CRW timely information necessary to complete the project; including, but not limited to (a) data obtained from CITY's present system to be incorporated into the new CRW system, and (b) information relative to desired permit forms to be incorporated into the CRW system.

D. COMPENSATION

D.1. CRW COMPENSATION & FEES. CITY agrees to compensate CRW for licenses and professional services rendered under this Agreement, as specified in the Investment Cost Summary. The total contract price is Five-hundred thirty-one thousand dollars (\$531,000.00).

D.2. TAXES. The CITY is a tax-exempt entity and will provide its tax-exempt certificate. Sales, Use, Excise, or any State or Local taxes and/or licenses which may apply to this project are the responsibility of CITY.

D.3. TERMS OF COMPENSATION.

D.3.1. INVOICING. CRW will submit invoices for work performed according to the payment schedule in the Project Milestone and Payment Schedule. Project cost is divided into five (5) payments, each of which is due and payable upon completion of the preceding milestone step, and within 30 days of CITY's receipt of invoice. Failure of CITY to pay undisputed invoices within 30 days

of receipt will subject CITY to a late payment fee, in accordance with the Texas Prompt Payment Act.

D.3.2. DISPUTED INVOICES. CITY agrees to notify CRW of any disputed invoice within ten (10) business days of receipt of such invoice.

E. CHANGES AND ADDITIONS TO THE WORK

E.1 REQUIREMENTS OF WRITTEN CHANGES. If CITY requires additional work performed above the specifications described in the Scope of Work and Investment Cost Summary, CRW will submit to CITY an estimate of the charges for the additional work. CITY will have thirty (30) days from the date the estimate is received by CITY to provide a written notice to proceed with the additional work, or to ask CRW for another estimate if the time for acceptance has passed or if there is a dispute.

E.2. PAYMENT FOR ADDITIONAL WORK. Any such additional work performed by CRW shall be an amendment to this Agreement and added to the contract price pursuant to Paragraph J.20 and invoiced in accordance with the amended Investment Cost Summary. CRW will not commence any additional services for the CITY until a notice to proceed has been given by CITY and accepted by CRW, as provided above.

F. INTELLECTUAL PROPERTY INFRINGEMENT, INDEMNIFICATION, RELEASE AND INSURANCE

F.1. INTELLECTUAL PROPERTY INFRINGEMENT. CRW shall indemnify, defend and hold harmless CLIENT from and against any claims, based upon infringement of any United States copyright trademark or patent by the Software. CLIENT agrees to notify CRW of any such claim promptly in writing. CLIENT agrees to cooperate fully with CRW during such proceedings. CRW shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, CRW may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

F.2. INDEMNIFICATION. CRW shall indemnify, hold harmless, and defend the CITY, its officers, agents, volunteers, contract employees, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the CRW under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the CITY, any other party indemnified hereunder, the CRW, or any third party.

F.3. RELEASE. CRW assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the CITY, its officers, agents,

volunteers, contract employees, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the CRW's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the CITY, any other party released hereunder, the CRW, or any third party.

F.4. INSURANCE. Throughout the term of this Agreement and the Software Maintenance and Support Agreement, CRW shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by CRW, its officers, agents, volunteers, and employees. CRW's insurance shall list the City of College Station, its officers, agents, volunteers, contract employees, and employees as additional insureds. The required policies and limits of liability are stated herein. Certificates of Liability Insurance evidencing the required policies and issued on the most current State of Texas Department of Insurance-approved forms, are attached in Exhibit I, Certificates of Insurance.

F.4.1. Standard Insurance Policies Required.

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

F.4.2. General Requirements Applicable to All Policies.

- a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the CITY's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit I; and shall be approved by the CITY before work begins.
- c. CRW shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- d. The CITY will accept only Insurance Carriers licensed and authorized

to do business in the State of Texas.

- e. The CITY will not accept "claims made" policies except for Professional Liability.
- f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the CITY.

F.4.3. Commercial General Liability.

- a. General Liability insurance shall be written by a carrier rated "A. - VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement naming the CITY as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the CITY may have or obtain.
- c. Limits of liability must be equal to or greater than \$2,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$3,000,000. Limits shall be endorsed to be per project.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the CITY's review and acceptance.
- e. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

F.4.4. Business Automobile Liability.

- a. Business Automobile Liability insurance shall be written by a carrier rated "A. - VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement naming the CITY as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the CITY may have or obtain
- c. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.

- d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

F.4.5. Workers' Compensation Insurance.

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

F.4.6. Professional Liability Requirements.

- a. Coverage shall be written by a carrier rated "A.- VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- b. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the CITY upon request.
- c. For "claims made" policies, a 24-month extended reporting period shall be required.

G. TERMINATION OF AGREEMENT

G.1. This Agreement may be terminated by CITY at any time, with or without cause, upon written notice to CRW. Notwithstanding the date of such notice, termination shall be effective upon receipt by CRW of such notice of termination. In the event of termination by CITY, CITY shall pay CRW for all services and materials provided to CITY pursuant to this Agreement up to and including the date CRW receives CITY's notice of termination.

G.2. Should the CITY terminate this Agreement before all CRW license fees have been paid, the following is assumed:

G.2.I. CITY agrees to return all source code or other materials CRW provided to CITY and to destroy, erase, and purge all software provided by CRW from any and all CITY computers.

G.2.2 CITY agrees to provide CRW with written confirmation that all CRW software has been purged, erased, or destroyed within 60 days.

G.2.3 CITY agrees any known use by CITY of CRW software following termination without CRW's express written consent shall be a breach of this agreement.

G.3. Should the CITY terminate this Agreement after all CRW license fees have been paid, the terms of the Software License Agreement, attached hereto as Exhibit D, shall survive this Agreement until terminated by CITY.

H. DOCUMENT OWNERSHIP AND ESCROW

H.1. DOCUMENT OWNERSHIP.

H.1.1. All plans, specifications, reports, and other design documents prepared by CRW pursuant to this Agreement shall become property of CITY upon delivery and payment for licenses or services rendered.

H.1.2. All source code for computer programs or modifications to programs, which are produced pursuant to this Agreement, shall be deemed, and remain, the intellectual property of CRW and are protected under the copyright, patent, or other laws of the United States as well as other jurisdictions where such programs are being used.

H.1.3. CITY agrees to respect CRW's purported ownership of any such proprietary rights which may exist, including patent, copyright, trade secret, trademark and other proprietary rights, in and to CRW Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to CRW Software, whether made by CRW or any third party. Under no circumstances shall CITY sell, license, publish, display, distribute or otherwise transfer CRW Software or any copy thereof to a third party, in whole or in part, without CRW's prior written consent.

H.2. SOURCE CODE ESCROW.

H.2.1. CRW shall maintain a software escrow account. A copy of the latest source code for the software being installed by CRW pursuant to this Agreement shall be deposited in this escrow account.

H.2.2. CRW shall pay the entire cost of this source code escrow account.

H.2.3. CRW shall register CITY as a Registered Beneficiary of the Software Escrow Agreement.

I. COMMUNICATION THROUGH CITY / CRW DESIGNATED REPRESENTATIVES. All communication related to project status shall be exchanged between a designated representative of the CITY and a designated representative of CRW as identified below.

I.1. DESIGNATED CONTRACT REPRESENTATIVES. The designated representatives of CITY and CRW Systems are as follows:

CITY	CRW
Ben Roper IT Director PO Box 9960 College Station, TX 77842 Phone: 979-764-3538 Fax: 979-764-3664 Email: broper@cstx.gov	Christopher R. Wuerz, P.E. President, CRW Systems, Inc. 2036 Corte Del Nogal Suite 200 San Diego, CA 92011 Phone: (858) 451-3030 Fax: (760) 438-2060 Email: chris@crw.com

If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other.

I.2. DESIGNATED SYSTEM ADMINISTRATOR.

I.2.1. The CITY Representative shall designate and identify System Administrators. All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or troubleshooting, shall be made to CRW only through the designated CITY representative as identified in I.1.1 above, or the System Administrators as identified in I.2.3. below.

I.2.2. System Administrators shall participate in all training sessions conducted by CRW as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system software.

I.2.3. The CITY's System Administrator is designated as follows:
Name: College Station IT Systems Analysts (2)

J. ADDITIONAL PROVISIONS

J.1. CITY REFERENCES. CRW will not use CITY's name, logo or any other trademarks (including in any press releases, CITY "case studies" or the like) without CITY's prior written approval, email acceptable.

J.2. LICENSES. CRW shall maintain all licenses required by law which are applicable and necessary to the course and conduct of their business, including, but not limited to, a business license in the State or County in which CITY is located, if applicable. Said licenses shall be maintained in full force throughout the term of this Agreement.

- J.3. INDEPENDENT CONTRACTOR.** CITY and CRW acknowledge and intend that, to the maximum extent permissible by law: (a) this Agreement does not constitute an employment agreement by either party; (b) that CITY and CRW are independent contracting parties with respect to all services rendered under this Agreement; and (c) this Agreement shall not be construed as a partnership or joint venture. CRW shall retain sole and absolute discretion and judgment in methods, techniques and procedures used in performing the services set forth herein, but the CITY shall be entitled to a work product as stated in this Agreement. The fact that CITY or CRW may carry workers' compensation insurance for their own respective benefits and for the benefit of each other shall not create an inference of an employment relationship. The CITY will not be responsible for reporting or paying employment taxes or other levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.
- J.4. SUBCONTRACTORS.** The term "Subcontractor" shall mean and include only those hired by and having a direct contract with CRW for performance of work under this Agreement. The CITY shall have no responsibility to any Subcontractor employed by CRW for performance of work under this Agreement, and all Subcontractors shall look exclusively to CRW for any payments due. CRW shall be fully responsible to the CITY for the acts, errors and omissions of its Subcontractors. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the CITY. CRW shall not subcontract any services under this Agreement without CITY's prior written permission, not to be unreasonably withheld.
- J.5. NO INTENDED THIRD-PARTY BENEFICIARIES; NO WAIVER OF IMMUNITIES.** This Agreement is intended solely for the benefit of CITY and CRW. The contractors, subcontractors, or suppliers are not intended third-party beneficiaries of this Agreement. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law.
- J.6. MEDIATION OF DISPUTES.** Prior to the commencement of any litigation arising out of this Agreement, both CRW and CITY agree to participate in good faith in non-binding mediation of any dispute or claim which remains unresolved after informal discussions. Both CRW and CITY shall negotiate in good faith to select a qualified mediator.
- J.7. APPLICABLE LAW.** This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of Texas. Venue for the enforcement of this agreement shall lie exclusively in Brazos County, Texas. All

claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in Brazos County, Texas.

- J.8. COMPLIANCE WITH LAWS.** CRW will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). CRW may not knowingly obtain the labor or services of an undocumented worker. CRW, not the CITY, must verify eligibility for employment as required by IRCA.
- J.9. BINDING ON SUCCESSORS.** All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. CRW may not assign any of its responsibilities or obligations hereunder to any other person or entity without the CITY's written consent.
- J.10. DUE AUTHORITY.** CITY represents and warrants the person executing this Agreement on behalf of CITY is an agent of CITY and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CITY to execute this Agreement on behalf of CITY. CRW represents and warrants the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CRW to execute this Agreement on behalf of CRW.
- J.11. WARRANTY ON TITLE.** CRW warrants it has good title and all proprietary rights to the Software to enable it to license its use to CITY free of any proprietary rights of any other party or any other encumbrance.
- J.12. APPLICATION SOFTWARE WARRANTY.** CRW warrants CRW Software Products will perform in the manner described in the Agreement documents including CRW's Proposal submitted for the CITY's Request for Proposals, hereby incorporated as Exhibit G and H, respectively, and any other written user documentation for the version installed. This Warranty shall commence upon date of acceptance by CITY as defined by Exhibit E attached hereto.
- J.13. SERVICES WARRANTY.** CRW warrants the services provided hereunder shall be executed in a correct and competent manner consistent with high professional standards of the industry. Any error or defect in the services provided hereunder shall be corrected within a reasonable time by CRW, subject to the CITY's acceptance, at no additional cost to the CITY.

- J.14. ENTIRE AGREEMENT.** This Agreement contains the entire understanding and agreement between CRW and CITY. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail.
- J.15. NON-HIRE CLAUSE.** From the Effective Date of this Agreement and for a period of twelve (12) months after the Final Acceptance of all CRW Software Products in the Investment Cost Summary, neither party may offer to hire or in any way employ or compensate any employees of the other Party without prior written consent of the other.
- J.16. MUTUAL COOPERATION.** The implementation of the CRW Software Products is a cooperative process requiring the time and resources of CITY and CRW personnel. Both parties agree to use all reasonable efforts to cooperate with each other as required to meet implementation project deadlines and milestones agreed to by the parties.
- J.17. THIRD-PARTY VENDOR COOPERATION.** For purposes of systems integration, CRW will use all reasonable efforts to work cooperatively and in good faith with third-party vendors whose services the CITY uses or whose products send or receive information from CRW Software Products.
- J.18. FORCE MAJEURE.** Neither CITY nor CRW shall be responsible for any damages resulting from delays outside of the parties' reasonable control, including, but not limited to labor disputes or strikes, lockouts, catastrophic incidents, or acts of God.
- J.19. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- J.20. AMENDMENT.** This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
- J.21. NON-DISCRIMINATION.** CRW shall not discriminate against any person employed or applying for employment concerning the performance of CRW's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, gender, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- J.22. DELIVERY.** Delivery will be F.O.B. Destination. For products CRW provides electronically to CITY by FTP site, CRW shall be responsible for uploading all such content to the CRW FTP site, protecting such content from security breaches, viruses and other malware. CRW shall provide CITY sufficient information and access to the

same. CITY shall be responsible for downloading content from the CRW FTP site.

- J.23. MULTIPLE ORIGINALS AND SIGNATURES.** This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.
- J.24. EFFECTIVE DATE.** This Agreement will be effective when signed by the last party whose signing makes the Contract fully executed.

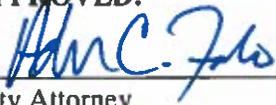
CRW SYSTEMS, INC.

By: 
Christopher R. Wuerz, President
CRW Systems, Inc

Date: 3-25-2014

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: 3-28-14

Assistant City Manager/CFO
Date: _____

Software Maintenance & Support Agreement

This Agreement is entered into by and between the City of College Station, a Texas Home-Rule Municipal Corporation, (hereinafter "CITY") and CRW Systems, Inc., (hereafter "CRW") (collectively referred to as "the PARTIES") for the software maintenance and support services for CRW Software Products provided to CITY by CRW pursuant to a separate License & Installation Agreement as follows:

WHEREAS, CITY issued a Request for Proposals on June 28, 2013 for the purpose of acquiring Software and Implementation Services for an Enterprise Resource Planning System ("Systems"); and

WHEREAS, CRW responded to CITY's Request for Proposals with their Proposal dated August 7, 2013; and

WHEREAS, CITY requested a Best and Final Offer February 14, 2014, and CRW responded to CITY's Request for Best and Final Offer February 21, 2014; and

WHEREAS, CITY has contracted with CRW for delivery, installation, and implementation of a comprehensive property data and land management system; permit and inspection management system; planning, engineering and related development activities system; code enforcement management system; business license management system; and Professional GIS integration; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein, CRW and CITY agree CRW shall provide software maintenance and support services, and CITY shall pay prices as set forth in this Agreement.

A. INCORPORATION OF DOCUMENTS

The following documents are attached hereto and by this reference are incorporated in this Agreement:

EXHIBIT A:	Covered Sites, Covered Software Modules & Covered Configuration
EXHIBIT B:	Investment Cost Summary
EXHIBIT C:	Certificates of Insurance

B. COVERAGE

B.1. SCOPE OF SERVICES. CRW shall provide maintenance services, technical support and software updates for the CRW Software Products as further detailed in Exhibit A and herein referred to as "Covered Software". Covered Software does not include hardware, hardware vendor operating systems and other system software, CITY-developed software, or third-party software.

B.2. DESCRIPTION OF SERVICES.

B.2.1. DEFECT. For the purposes of this Agreement, a “Defect” is defined as a failure of the CRW Software Products to conform substantially to the then-current CRW User Guides and CRW Functional and Technical Requirements Response (Functional Requirements) set forth in AA (“CRW’s Proposal dated August 7, 2013”). A CRW Software Product is “Defective” if it contains a Defect.

a. Conflict. In the event of conflict between the then-current CRW User Guides and CRW’s Proposal dated August 7, 2013, for a period of two (2) years from the Effective Date the Functional Requirements shall control, thereafter the then-current CRW User Guides shall control.

B.2.2. SUPPORT SERVICES. During the term of this Agreement, CRW shall provide the services described in this Agreement to maintain the Covered Software in good working order, keeping it free from defects. The Covered Software shall function properly and in accordance with its intended use.

B.2.3. TECHNICAL SUPPORT. CITY shall have email and toll-free phone access to CRW Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m., Central Time. CRW shall use its best efforts to work with and support all CITY users who call CRW with technical questions; however, CRW reserves the right to restrict email or telephone access to CITY-designated representatives. CRW shall have contact with CITY’S designated System Administrator by telephone or email at least once every month to discuss system performance and unanswered questions. At the request of the CITY, a quote for onsite technical support may be provided at any time.

B.2.4. REMEDIAL SUPPORT. Upon notification by CITY of an error, defect, malfunction or nonconformity in the Covered Software, CRW shall respond as follows:

a. SEVERITY 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: CRW shall provide a response by a qualified member of its staff to begin to diagnose and correct a Severity I problem as soon as reasonably possible, but in any event, a response via telephone will be provided within two (2) hours. CRW will continue to provide best efforts to resolve Severity I problems within two (2) business days. The resolution will be delivered to CITY as a work-around or an emergency software fix. If CRW delivers an acceptable work-around, the severity classification will drop to Severity 2. A

written summary of the problem and resolution shall be provided to the CITY at the end of the remedial support response.

- b. **SEVERITY 2:** Produces a detrimental situation in which performance of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impaired.

RESPONSE: CRW will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within six (6) hours. CRW will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution shall be delivered to CITY in the same format as Severity 1 problems. If CRW delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3. A written summary of the problem and resolution shall be provided to the CITY at the end of the remedial support response.

- c. **SEVERITY 3:** Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the CITY suffers little or no significant impact.

RESPONSE: CRW will provide a fix or fixes for Severity 3 problems within 15 days or at the next scheduled maintenance release, whichever occurs first. A written summary of the problem and resolution shall be provided to the CITY at the end of the remedial support response.

- d. **SEVERITY 4:** Produces a noticeable situation in which the use is affected in some way which can be reasonably corrected by a documentation change or by a future regular release from CRW.

RESPONSE: CRW will provide a fix or fixes for Severity 4 problems within 15 days or at the next scheduled maintenance release, whichever occurs first.

- e. For the purpose of the response listed above, an “hour” is defined as one (1) business hour during CRW office hours, and a “day” is defined as one (1) business day during CRW office hours. A written summary of the problem and resolution shall be provided to the CITY at the end of the remedial support response.

B.2.5. EMAIL SUPPORT. For Severity 3 & Severity 4 issues, CRW shall provide the CITY a problem reporting form. CITY may submit problem reporting forms at any time via email . CRW shall acknowledge receipt of all problem reporting forms with a telephone call or response email to CITY and provide a resolution to the problem within 15 days or at the next scheduled maintenance release, whichever occurs first.

B.2.6. MAINTENANCE SERVICES. During the term of this Agreement, CRW shall maintain the Covered Software by providing CITY with all software upgrades, enhancements and modifications. All updates or new versions shall be provided to CITY via download through CRW's website. CRW anticipates at least one upgrade per quarter.

B.2.7. ON-SITE TRAINING. As part of this Software Maintenance and Support Agreement, two (2) days of on-site User training, at a CITY facility, by a qualified CRW Trainer is included annually for subsequent terms following the initial term of this Agreement. CITY may request a quote for additional training days at any time.

Requests for training shall be submitted 30 days in advance to allow adequate time to develop a training plan and for scheduling purposes. All travel-related costs have been included; however, the CITY shall be responsible for fees or charges due to cancellation or rescheduling by the CITY.

CITY shall be responsible for providing a copy of the CITY's current TRAKiT configuration & database, as well as for providing adequate training facilities. CRW shall provide a computer for each individual to be trained with a class size being limited to eight students.

B.2.8. SERVICES NOT INCLUDED. Maintenance Services covered in this Agreement do not include the following:

- a. Custom programming services
- b. On-site support, including installation of hardware or software
- c. Support of any software not designated as Covered Software
- d. Creating custom reports or forms or modifying existing reports or forms
- e. Training, except as specified in B.2.7

B.2.9. LIMITS OF LIABILITY. CRW assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if CITY has unilaterally modified any supplied source code of the Covered Software.

B.2.10. ENHANCEMENTS. CRW Software Product enhancement requests may be submitted by CITY to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CITY understands that

submittal of enhancement request does not obligate CRW to provide software modification.

B.2.11. ADDITIONAL SERVICES. CITY may request CRW to perform additional services not covered under the Scope of Services or Description of Services as provided in this Agreement. Should CRW agree to perform said additional services, CRW & CITY may amend this agreement or enter into a separate written agreement setting forth the scope of said additional services and the compensation. CITY will pay CRW for those additional services.

B.2.12. THIRD-PARTY VENDOR COOPERATION. For purposes of systems integration, CRW will use reasonable efforts to work cooperatively and in good faith with third-party vendors whose services the CITY will use and whose products either send or receive information from the CRW Software Products.

C. COMPENSATION

C.1. FEES. Fees for Maintenance, Support & Services provided under this Agreement shall be contained in Exhibit B Investment Cost Summary and shall apply upon first use of CRW Software Products in a Live Production environment.

C.2. INVOICES. CRW shall invoice CITY annually in advance for Maintenance, Support, and Services.

C.3. TAXES. The CITY is a tax-exempt entity and will provide a tax exempt certificate.

D. WARRANTY DISCLAIMER, LIMITS OF LIABILITY AND INDEMNITY

D.1. LIMITED WARRANTY. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED BY CRW.

D.2. LIMITATION OF LIABILITY. Except for CRW's indemnification obligations under this Agreement, CRW shall not be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the CRW Software Products. Except as otherwise expressly set forth in this Agreement, CRW liability for damages and expenses arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the total fees set forth in the Investment Cost Summary and paid by CITY. Such fees reflect and are set in reliance upon this limitation of liability.

D.3. INTELLECTUAL PROPERTY INFRINGEMENT, INDEMNIFICATION AND RELEASE.

D.3.1. INTELLECTUAL PROPERTY INFRINGEMENT. CRW shall indemnify, defend and hold harmless CITY from and against any claims, based upon infringement of any United States copyright trademark or patent by the Software. CITY agrees to notify CRW of any such claim promptly in writing. CITY agrees to cooperate fully with CRW during such proceedings. CRW shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, CRW may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

D.3.2. INDEMNIFICATION. CRW shall indemnify, hold harmless, and defend the CITY, its officers, agents, volunteers, contract employees, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the CRW under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the CITY, any other party indemnified hereunder, the CRW, or any third party.

D.3.3. RELEASE. CRW assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the CITY, its officers, agents, volunteers, contract employees, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the CRW's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the CITY, any other party released hereunder, the CRW, or any third party.

E. INSURANCE & LICENSES

E.1 INSURANCE. Throughout the term of this agreement and any renewal terms, and before performing any services, CRW shall procure and maintain, at its sole cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by CRW, its officers, agents, volunteers, and employees. CRW's insurance shall list the City of College Station, its officers, agents, volunteers, contract employees, and employees as additional insureds. The required insurance policies listed below and certificates of insurance evidencing the policies and endorsements shall be attached hereto as Exhibit C.

E.1.1. Standard Insurance Policies Required:

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

E.1.2. General Requirements Applicable to All Policies:

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

E.1.3. Commercial General Liability:

- a. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement naming the CITY as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the CITY may have or obtain.
- c. Limits of liability must be equal to or greater than \$2,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of no less than \$3,000,000. Limits shall be endorsed to be per project.

- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the CITY's review and acceptance.
- e. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

E.1.4. Business Automobile Liability:

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

E.1.5. Workers' Compensation Insurance: Workers' compensation insurance shall include the following terms:

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

E.1.6. Professional Liability Requirements:

- a. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- b. Minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the CITY upon request.
- c. For "claims made" policies, a 24-month extended reporting period must be available.

E.2. LICENSES. CRW shall maintain all licenses required by law which are applicable and necessary to the course and conduct of their business, including, but not limited to, a business license in the State or County in which CITY is located, if applicable. Said licenses shall be maintained in full force throughout the term of this Agreement and any extension thereof.

F. TERM AND TERMINATION

F.1. EFFECTIVE DATE. This Agreement will be effective when signed by the last party whose signing makes the Agreement fully executed.

F.2. TERM. The term of this Agreement shall be for one (1) year and will renew automatically for additional one (1) year terms, unless terminated in writing according to this Agreement. Covered Software maintenance service, support, and fees shall commence upon use of CRW Software Products in a Live Production environment. For purposes of this Agreement, a Live Production environment is where the CRW Software Products are put into operation for their intended uses by end users and are relied upon for daily operations of the CITY.

F.3. TERMINATION. This Agreement may be terminated by CITY at any time, with or without cause, upon thirty (30) days written notice to CRW. The Date of Termination (hereinafter "Date of Termination" or "Termination Date") shall be defined as the date which is thirty (30) days from the date on which the written notice of termination is postmarked or if sent by email, the date which is thirty (30) days from the date on which CRW is in receipt of said email. In the event of termination by CITY, CITY shall pay CRW for all services rendered up to and including the Date of Termination. Upon termination, CITY further agrees to return all unopened and unused source code to CRW.

G. ADDITIONAL PROVISIONS

G.1. CITY REFERENCES. CRW will not use CITY's name, logo or any other trademarks (including in any press releases, CITY "case studies" or the like) without CITY's prior written approval, email acceptable.

G.2. INDEPENDENT CONTRACTOR. CITY and CRW acknowledge and intend that, to the maximum extent permissible by law: (a) this Agreement does not constitute an employment agreement by either party; (b) that CITY and CRW are independent contracting parties with respect to all services rendered under this Agreement; and (c) this Agreement shall not be construed as a partnership or joint venture. CRW shall retain sole and absolute discretion and judgment in methods, techniques and procedures used in performing the services set forth herein, but the CITY shall be entitled to a work product as stated in this Agreement. The fact that CITY or CRW may carry workers' compensation insurance for their own respective benefits and for the benefit of each other shall not create an inference of an employment relationship. The CITY will not be responsible for reporting or paying employment taxes or other levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

G.2.1 SUBCONTRACTORS. The term "Subcontractor" shall mean and include only those hired by and having a direct contract with CRW for performance of work under this Agreement. The CITY shall have no responsibility to any Subcontractor engaged by CRW for performance of work under this Agreement, and all Subcontractors shall look exclusively to CRW for any payments due. CRW shall be fully responsible to the CITY for the acts, errors and omissions of its Subcontractors. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the CITY. CRW shall not subcontract any services under this Agreement without CITY's prior written permission, not to be unreasonably withheld.

G.3. DESIGNATED CONTRACT REPRESENTATIVES. All communication relating to fees, termination or the general provisions of this Agreement shall be exchanged between the designated representatives of CITY and CRW Systems as follows:

CITY	CRW
IT Director 310 Krenek Tap RD College Station, TX 77840 Phone: 979-764-3457 Fax: 979-764-3466 Email: ITDepartment@cstx.gov	Christopher R. Wuerz, P.E. President, CRW Systems, Inc. 2036 Corte Del Nogal, Suite 200 Carlsbad, CA 92011 Phone: (858) 451-3030 Facsimile: (858) 451-3870 Email: chris@crw.com

Should the designated representative or address of either Party change during the term of this Agreement, or any extension thereof, said Party shall provide written notice to the other.

G.4. ENTIRE AGREEMENT. Each Party acknowledges it is bound by the terms of this Agreement and further agrees it is the complete and exclusive statement of the Agreement between the Parties, which supersedes and merges all prior proposals, understanding and all other Agreements with respect to software maintenance, service and support, whether oral or written, between the Parties.

- G.5. NO INTENDED THIRD-PARTY BENEFICIARIES; NO WAIVER OF IMMUNITIES.** This Agreement is intended solely for the benefit of CITY and CRW. The contractors, subcontractors, or suppliers are not intended third-party beneficiaries of this Agreement. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law.
- G.6. AMENDMENT.** This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
- G.7. APPLICABLE LAWS.** This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of Texas. Venue for the enforcement of this agreement shall lie exclusively in Brazos County, Texas. All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the Brazos County, Texas.
- G.8. COMPLIANCE WITH LAWS.** CRW will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). CRW may not knowingly obtain the labor or services of an undocumented worker. CRW, not the CITY, must verify eligibility for employment as required by IRCA.
- G.9. BINDING ON SUCCESSORS.** All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. CRW may not assign any of its responsibilities or obligations hereunder to any other person or entity without written consent of CITY.
- G.10. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- G.11. DUE AUTHORITY.** CITY represents and warrants the person executing this Agreement on behalf of CITY is an agent of CITY and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CITY to execute this Agreement on behalf of CITY. CRW represents and warrants the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CRW to execute this Agreement on behalf of CRW.
- G.12. NON-DISCRIMINATION.** CRW shall not discriminate against any person employed or applying for employment concerning the performance of CRW's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise

with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, gender, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

G.13. MULTIPLE ORIGINALS AND SIGNATURES. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

G.14. DELIVERY. Delivery will be F.O.B. Destination. For products CRW provides electronically to CITY by FTP site, CRW shall be responsible for uploading content to the CRW FTP site, protecting such content from security breaches, viruses and other malware. CRW shall provide CITY sufficient information and access to the same. CITY shall be responsible for downloading content from the CRW FTP site.

G.16. FORCE MAJEURE. Neither CITY nor CRW shall be responsible for damages resulting from delays outside of the parties' reasonable control, including but not limited to labor disputes or strikes, lockouts, catastrophic incidents or acts of God.

G.16. MEDIATION OF DISPUTES. Prior to the commencement of any litigation arising out of this Agreement, both CRW and CITY agree to participate in good faith in non-binding mediation of any dispute or claim that remains unresolved after informal discussions. Both CRW and CITY shall negotiate in good faith to select a qualified mediator.

CRW SYSTEMS, INC.

By: 
Christopher R. Wuerz, President

Date: 3-25-2014

CITY OF COLLEGE STATION

By: _____
City Manager

Date: _____

APPROVED:


City Attorney
Date: 3-28-14

Assistant City Manager/CFO
Date: _____

EXHIBIT A

COVERED SITES, SOFTWARE MODULES AND CONFIGURATION

- A. COVERED SITES:** This Agreement covers the following CITY sites: All locations and jurisdictions in which the CITY conducts business.
- B. COVERED SOFTWARE MODULES:** This Agreement covers the following TRAKIT software components listed in Exhibit B, "Investment Cost Summary."
- C. COVERED CONFIGURATION:** This Agreement covers licenses configured on Windows XP Service Pack 2 and Windows 7 64-bit.

EXHIBIT B

INVESTMENT COST SUMMARY

Annual Maintenance fees apply to the following modules, licenses, and integrations:

- GeoTRAK module
- Professional TRAKiT GIS (ESRI ArcGIS Server version 10.1) module
- PermitTRAK module
- ProjectTRAK module
- AEC TRAK module
- CodeTRAK module
- LicenseTRAK module
- CRM TRAK module
- iTRAKiT module
- eTRAKiT module
- eMarkup module
- Laserfiche integration
- Custom GIS Integration
- Unlimited End User Licenses
- Sungard Financial Export for version 9.0
- Tyler Munis Financial Export for version 10.4
- Tyler Munis Utility Billing integration for version 10.4
- Customizations defined below:

RFP Reference				
GT145	Re-route workflow assignments based on availability triggered by City-defined periods of no response.			
GT147	Provide escalation paths based on user-defined criteria (e.g., minimum period of no response, etc.).			
PL.182	Custom script to provide ability to prompt user to return escrow or financial security upon inspection/approval.			
PL.187	Custom script to provide the ability to notify when letter of completion has expired, for the purpose of re-inspection and issuance of final CO.			
PZ.55	Provide the ability to use business rules to assign checklists for review by role within the City.			

Annual Maintenance Fees

Year 1 - Annual Maintenance	\$	69,000
Year 2 - Annual Maintenance	\$	69,000
Year 3 - Annual Maintenance	\$	72,175
Year 4 - Annual Maintenance	\$	72,175
Year 5 - Annual Maintenance	\$	75,509

EXHIBIT C
CERTIFICATES OF INSURANCE

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPROVE ALL CONTRACT DOCUMENTS AND APPROVE ALL EXPENDITURES FOR THE SOFTWARE MAINTENANCE & SUPPORT AGREEMENT AND THE LICENSE AND INSTALLATION AGREEMENT FOR CRW SOFTWARE PRODUCTS (AGREEMENTS) BETWEEN THE CITY AND CRW SYSTEMS, INC. (CRW).

WHEREAS, on June 28, 2013, the City of College Station issued a Request for Proposals, for the purpose of acquiring Software and Implementation Services for the Enterprise Resource Planning System (“System”) and CRW responded to the City’s Request for Proposals with its Proposal dated August 7, 2013; and

WHEREAS, on February 14, 2014, the City of College Station requested from CRW a Best and Final Offer, and CRW responded to City’s Request for Best and Final Offer on February 21, 2014; and

WHEREAS, The City of College Station selected CRW, as the responsible offeror whose proposal is the most advantageous to the City, to furnish, deliver, install, and implement the specified System; and

WHEREAS, on this date, the City Council of the City of College Station duly approved the Agreements and authorized the expenditure of funds for the same; and

WHEREAS, the City Council of the City of College Station desires to make System implementation and contract management more efficient by authorizing the City Manager to execute the Agreements and approve and execute all subsequent contract documents required therewith and to approve subsequent expenditures related to the Agreements; now, therefore,

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

- PART 1:** That the City Council has duly approved the Agreements on this date.
- PART 2:** That the City Council hereby authorizes the City Manager to execute the Agreements and approve and execute all subsequent contract documents required therewith, including, but not limited to, amendments, termination notices, and any and all other communications or documents that may be required by the Agreements, on behalf of the City.
- PART 3:** That the City Council hereby authorizes the City Manager to approve those subsequent expenditures related to the Agreements and all contract documents required therewith, each fiscal year, provided that such expenditures are

appropriated from available funds, approved from the annual budget ordinance, and are consistent with state and local laws.

PART 4: That the City Council hereby finds that the above described authorization will make System implementation and contract management more efficient for the City.

PART 5: That the City Council hereby finds that granting such authority to the City Manager in no way precludes the Mayor from executing contract documents related to the Agreements on behalf of the City if required by law or as a condition of the Agreements or as otherwise determined by the City Council in its discretion.

PART 6: That the City Council further finds that granting such authority to the City Manager shall not otherwise modify or change the City procedures for processing contracts.

PART 7: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	14-355	Version:	1	Name:	ERP Tyler Resolution
Type:	Contract	Status:		Status:	Consent Agenda
File created:	3/26/2014	In control:		In control:	City Council Regular
On agenda:	4/10/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approving a contract between the City of College Station and Tyler Technologies, Inc.: a "Master Agreement for the Enterprise Resource Planning System" in the amount of \$1,421,077 for the software licenses and implementation services; approving a resolution authorizing the City Manager to approve contract documents and expenditures related to the Tyler Technologies contract; and approving a resolution declaring intention to reimburse certain expenditures with proceeds from debt.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Master Agreement for the ERP System Contract Resolution Debt Reimburement Resolution				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving a contract between the City of College Station and Tyler Technologies, Inc.: a "Master Agreement for the Enterprise Resource Planning System" in the amount of \$1,421,077 for the software licenses and implementation services; approving a resolution authorizing the City Manager to approve contract documents and expenditures related to the Tyler Technologies contract; and approving a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals: Core Services and Infrastructure, Financially Sustainable City

Recommendation(s): Staff recommends approval of the contract with Tyler Technologies, Inc., recommends approval of the resolution authorizing the City Manager to approve contract documents and expenditures related to the Tyler Technologies contract; and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: This contract is the second of three sets of separate vendor contracts that will replace the current Enterprise Resource Planning (ERP) system software. This Tyler Technologies contract will cover software that will serve Finance, Utility Billing, Human Resources and other departments in the areas of purchasing, budgeting, accounting cashiering, inventory, and personnel management.

Previous briefings to Council on this Project include:

- December 13, 2012 - Plan to Assess the Current ERP System, Consultant, Phase I & II (Gap Analysis, Action Plan)

- March 28, 2013 - ERP Consultant Report and Request to Proceed
- April 25, 2013 - Consultant Phase III - V (RFP, Vendor Evaluation, Contract Negotiations)
- July 11, 2013 - Project Update and Budget Forecast

Budget & Financial Summary: Budget is included for this project in the Facilities and Technology Capital Projects Fund as part of the ERP Replacement Project, CO 1204. Annual maintenance after the first year maintenance support will be budgeted and funded in the IT Department Operational Budget. It is anticipated that the project will be funded with a combination of long term debt as well as current resources from the General Fund and Utility Funds. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not yet been issued. This debt is scheduled to be issued later this fiscal year and in future fiscal years.

Reviewed and Approved by Legal: Yes

Attachments:

1. Master Agreement for the Enterprise Resource Planning System between the City of College Station and TYLER Technologies, Inc. (Exhibits on file with City Secretary)
2. Resolution
3. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

**MASTER AGREEMENT FOR THE
ENTERPRISE RESOURCE PLANNING SYSTEM
BETWEEN THE CITY OF COLLEGE STATION AND TYLER
TECHNOLOGIES, INC.**

This Agreement (“Agreement”) is made by and between TYLER Technologies, Inc., a Delaware corporation with offices at One Tyler Drive, Yarmouth, Maine 04096 (“TYLER”) and The City of College Station, a Texas Home Rule Municipal Corporation (“CITY”).

WHEREAS, CITY issued a Request for Proposals on June 28, 2013 for the purpose of acquiring Software and Implementation Services for an Enterprise Resource Planning System (“Systems”); and

WHEREAS, TYLER responded to CITY’s Request for Proposals with their Proposal dated August 7, 2013; and

WHEREAS, CITY requested a Best and Final Offer January 29, 2014, and TYLER responded to CITY’s Request for Best and Final Offer February 7, 2014; and

WHEREAS, CITY requested clarification and most favored pricing February 11, 2014, and TYLER responded to CITY’s request for clarification and most favored pricing February 25, 2014; and

WHEREAS, CITY has selected TYLER to furnish, deliver, install, and implement the specified System; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein, TYLER and CITY agree TYLER shall provide products and services, and CITY shall pay prices as set forth in this Agreement.

**SECTION A
AGREEMENT DOCUMENTS**

1. **Agreement Sections.** This Agreement includes the following sections:
 - a. Section A – Agreement Documents
 - b. Section B – Software License Agreement
 - c. Section C – Professional Services Agreement
 - d. Section D – Maintenance Agreement
 - e. Section E – Third Party Product Agreement
 - f. Section F – Payment Terms

g. Section G – General Terms and Conditions

2. Exhibits. This Agreement includes the following exhibits:

a. Exhibit 1 – Investment Summary

b. Exhibit 2 – Statement of Work

c. Exhibit 3 – Modifications and Interfaces

d. Exhibit 4 – CITY’s Request for Proposals Dated June 28, 2013

e. Exhibit 5 – TYLER’s Proposal Dated August 7, 2013

f. Exhibit 6 – TYLER’s Responses to CITY’s Requests for Best and Final Offer

g. Exhibit 7 – Support Call Process

h. Exhibit 8 – Business Travel Policy Summary

i. Exhibit 9 – Adobe End User License Agreement

j. Exhibit 10 – Certificate(s) of Insurance

3. Order of Precedence. The following order of precedence will govern if there is a conflict between the Agreement documents:

a. Sections A through G of this Agreement and any Amendments

b. Exhibit 1 – Investment Summary

c. Exhibits 2, 3, 7, 8, 9, and 10

d. Exhibit 6 – TYLER’s Responses to CITY’s Requests for Best and Final Offer

e. Exhibit 5 – TYLER’s Proposal Dated August 7, 2013

f. Exhibit 4 – CITY’s Request for Proposals Dated June 28, 2013

SECTION B
SOFTWARE LICENSE AGREEMENT

1. License Grant.

a. License Grant. Upon the Effective Date, TYLER hereby grants to CITY a non-exclusive, non-transferable, royalty-free, revocable license to use the TYLER software products set forth in the Investment Summary attached hereto as **Exhibit 1** (“Investment Summary”) and related modifications and interfaces attached hereto as **Exhibit 3** (collectively, the “TYLER Software Products”) and TYLER user guides provided in or with the TYLER Software Products (“User Guides”) for CITY’s business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by TYLER if CITY fails to comply with the terms and conditions of this Agreement, including without limitation, CITY’s failure to timely pay the Software fees in full. Upon CITY’s payment in full for the TYLER Software Products, this license will become irrevocable, subject to the terms set forth in this Agreement. The Tyler Software Products are not licensed to perform functions or processing for the state of Texas, counties, state or county agencies or districts, schools, other cities, towns or colonies, and other entities for which the CITY is not designated by law as the managing entity.

b. Ownership. TYLER shall retain ownership of, including all intellectual property rights in and to, the TYLER Software Products and User Guides.

c. Transfer of Software. The right to transfer the TYLER Software Products to a replacement hardware system is included in this Agreement. CITY shall pay TYLER for the cost of new media or any technical assistance necessary, in the CITY’s sole discretion, to accommodate the transfer. CITY shall provide within a reasonable time written notice to TYLER of any such transfer.

d. Proprietary Information. TYLER Software Products and User Guides are proprietary to TYLER and have been developed as trade secrets at TYLER’s expense. To the extent permitted by the Texas Open Records Act, CITY shall use reasonable efforts to keep TYLER Software Products and User Guides confidential and prevent any misuse, unauthorized use or unauthorized disclosure of the TYLER Software Products and User Guides, including, at a minimum, those efforts the CITY takes to protect its own confidential information, and, in any event, at least in a manner considered commercially reasonable.

e. Modification. The TYLER Software Products may not be modified by anyone other than TYLER. If CITY modifies the TYLER Software Products without TYLER’s prior written consent, TYLER’s obligations to provide maintenance services on, and the warranty for, the TYLER Software Products will be void. CITY shall not perform decompilation, disassembly, translation or other reverse engineering on the TYLER Software Products.

f. **Copies.** CITY may make copies of the TYLER Software Products for archive purposes only. CITY shall repeat any and all proprietary notices on any copy of the TYLER Software Products. CITY may make copies of the TYLER User Guides for internal use only.

g. **Escrow Agreement.** TYLER maintains an escrow agreement with an escrow services company under which TYLER places the source code of each major release of the TYLER Software Products. At CITY's request, TYLER will add CITY as a beneficiary to such escrow agreement. CITY will pay the annual beneficiary fee (currently \$756) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

h. **Other Additions.** In the event CITY acquires from TYLER any edition of TYLER Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with TYLER applications only. If CITY wishes to use TYLER Content Manager software with non-TYLER applications, CITY must purchase or upgrade to TYLER Content Manager Enterprise Edition.

2. **License Fees.** CITY agrees to pay TYLER, and TYLER agrees to accept from CITY as payment in full for the license granted herein, the Software fees set forth in the Investment Summary as attached in **Exhibit 1**. TYLER agrees to honor discounts as set forth in the Investment Summary on all product purchases for a period of twenty-four months after the Execution Date.

3. **Limited Warranty.**

a. **Defect.** For the purposes of this Agreement, a "Defect" is defined as a failure of the TYLER Software Products to conform substantially to the then-current TYLER User Guides and Functional and Technical Requirements Response (Functional Requirements) set forth in **Exhibit 5** ("TYLER's Proposal dated August 7, 2013"). A TYLER Software Product is "Defective" if it contains a Defect.

b. **Conflict.** In the event of conflict between the then-current TYLER User Guides and TYLER's Proposal dated August 7, 2013, for a period of two (2) years from the Effective Date the Functional Requirements shall control, thereafter the then-current TYLER User Guides shall control.

c. **Functionality.** TYLER agrees the warranted functionality shall not be removed in future releases of TYLER Software Products, except in connection with compliance with state or federal mandates; however, TYLER may in such future releases, provide the functionality by a different method, manner, process, or way.

d. **Warrant Against Defects.** For as long as a current Maintenance Agreement is in place, TYLER warrants the TYLER Software Products will not contain Defects.

e. **Cure of Defect.** If the TYLER Software Products do not perform as warranted,

TYLER will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with TYLER's then-current support call process. TYLER's current support call processes are set forth in the documents attached hereto as **Exhibit 7**. Should TYLER be unable to cure the Defect or provide a replacement product, CITY will be entitled to a refund of the Software fee paid for the Defective TYLER Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing upon the earlier of two (2) years from: i) the date set forth in the mutually developed project plan for the first productive use of all of the TYLER Software Products using actual CITY Data ("Complete Live Production"), unless such Complete Live Production is postponed by TYLER's failure to perform, in which event the date for Complete Live Production will be postponed the corresponding number of days, or ii) the first day of Complete Live Production of all of the TYLER Software Products, which will be CITY's sole remedy should TYLER be unable to cure the Defect or provide a replacement product, however, that nothing herein shall be deemed to preclude CITY from disputing charges related to services rendered for such TYLER Software Products or terminating as set forth in Section F, Article 14 of this Agreement.

4. Intellectual Property Infringement Indemnification.

a. TYLER's Obligations. If arising out of or in connection with this Agreement, TYLER shall defend and indemnify CITY against any and all claims of infringement of any party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a TYLER Software Product release. TYLER will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement to which TYLER agrees in writing. Except as provided in this Section B, Article 4, TYLER's liability for damages and expenses arising out of an intellectual property infringement claim, whether based on a theory of contract or tort, including negligence and strict liability shall not be limited to the amount of Software fees set forth in the Investment Summary and paid by CITY. CITY shall consent to TYLER's primary control and authority with respect to the defense, settlement or compromise of the claim. TYLER agrees to obtain CITY's consent prior to settling any claim in the event the proposed settlement requires (i) any payment from CITY which will not be indemnified by TYLER; or (ii) any action by CITY that will not be addressed by TYLER under the "Remedy" section of this provision. CITY's consent thereto shall not be unreasonably withheld. Nothing herein prevents CITY from participating in the defense of the claim at its own expense.

b. CITY's Obligations. TYLER's obligations in this section are contingent upon the CITY performing the following in connection with any claim as described herein:

- i.** Promptly notifies TYLER in writing of any such claim;
- ii.** Gives TYLER reasonable cooperation and information in connection with the claim; and
- iii.** Discontinues use of the infringing TYLER Software Product

c. Exceptions to TYLER's Obligations. TYLER will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

i. CITY's use of a previous version of a TYLER Software Product and the claim would have been avoided had CITY used a version of the TYLER Software Product generally available within the previous two years;

ii. Corrections, modifications, alterations or enhancements the CITY made to the TYLER Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;

iii. Use of the TYLER Software Product by any person or entity other than the CITY's authorized users and such use was known by the CITY;

iv. CITY's combining or using the TYLER Software Product with devices or products not provided or approved by TYLER or contemplated by the parties in the normal course of business, or in applications, business environments or processes for which the TYLER Software Product was not provided or approved by TYLER or designed or contemplated by the parties in the normal course of business, and where the combination or use of the TYLER Software Product outside such devices, products, application, environment or business process would not have given rise to the claim; or

v. CITY's willful infringement.

d. Remedy. In the event a TYLER Software Product is finally determined to be infringing and its use by CITY is enjoined by a court of competent jurisdiction, TYLER will, at its election, elect any or all of the following remedies:

i. Procure for CITY the right to continue using the infringing TYLER Software Products;

ii. Modify or replace the infringing TYLER Software Products so that it becomes non-infringing; or

iii. Terminate CITY's license for the infringing TYLER Software Product and refund to CITY all software, professional services and maintenance fees paid for the infringing TYLER Software Product if the infringement occurs within the earlier of two years from: i) the date set forth in the mutually developed project plan for the first productive use of all of the TYLER Software Products using actual CITY Data ("Complete Live Production"), unless such Complete Live Production is postponed by TYLER's failure to perform, in which event the date for Complete Live Production will be postponed the corresponding number of days, or ii) the first

day of Complete Live Production of all of the TYLER Software Products, and if the infringement occurs thereafter, refund to CITY the Software fee paid for the infringing TYLER Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing upon the earlier of: i) the date (not later than 24 months from the Effective Date) set forth in the mutually developed project plan for the first productive use of all of the TYLER Software Products using actual CITY Data ("Complete Live Production"), unless such Complete Live Production is postponed by TYLER's failure to perform, in which event the date for Complete Live Production will be postponed the corresponding number of days, or ii) the first day of Complete Live Production of all of the TYLER Software Products.

- e. **Sole Remedy.** The foregoing states TYLER's entire liability and CITY's sole and exclusive remedy with respect to the subject matter of this Section B. Software License Agreement, Paragraph 4 Intellectual Property Infringement Indemnification.

5. Limitation of Liability. Except for TYLER's indemnification obligations under this Agreement, TYLER shall not be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the TYLER Software Products. Except as otherwise expressly set forth in this Software License Agreement, TYLER's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the total fees set forth in the Investment Summary and paid by CITY. Such License fees reflect and are set in reliance upon this limitation of liability.

6. Successor Software. As long as CITY maintains a continuous Maintenance Agreement with TYLER for each of the TYLER Software Products, and

- a. In the event a TYLER Software Product is no longer supported, and
- b. TYLER makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the TYLER Software Product within seven (7) years from the Effective Date of the Agreement,

then CITY, at its sole discretion, may transfer the TYLER Software Product to the Successor Products, for no additional license fees. In the event CITY elects to transfer the TYLER Software Products to the Successor Products, CITY shall return to TYLER the TYLER Software Products and pay the then-current maintenance fees for the Successor Products, fees for services, and fees for third-party hardware and software associated with the transfer to the Successor Products at Tyler's then current rates.

7. User Acceptance Testing. User Acceptance Testing includes Conditional Acceptance and Final Acceptance of the TYLER Software Products as well as Third-Party Software Product

System Deliverable Acceptance as defined below. For purposes of this Agreement, a Live Production environment is where the TYLER Software Products are put into operation for their intended uses by end users and are relied upon for daily operations of the CITY. A Non-Production environment is where the TYLER Software Products are available for user testing and configuration in preparation for a Live Production environment.

a. TYLER Software Products Acceptance.

i. Conditional Acceptance. Upon TYLER's notification that the TYLER Software Products conform to all requirements listed in the Functional Requirements for each application, the CITY shall begin testing, in a Non-Production Environment, the TYLER Software Products scheduled for Live Production, using the test procedures and standards contained in the Statement of Work and the Project Plan, and such other standards as are mutually agreed upon in writing ("User Acceptance Test").

ii. The duration of the User Acceptance Test shall be defined in the Project Plan, but the duration will be no less than thirty (30) days.

iii. If the CITY determines a module, component, program modification, or interface, or the TYLER Software Products as a whole, does not perform as provided for in this Agreement, the CITY shall deliver to TYLER a report describing the discrepancies.

iv. In the event TYLER disagrees with CITY's determination that a Software Component or the TYLER Software Products as a whole does not perform as provided for in this Agreement, TYLER will invoke the dispute process set forth herein in Section G.

v. TYLER shall correct the errors or defects and the CITY may re-perform the User Acceptance Test.

vi. This procedure shall continue until Conditional Acceptance of the phase has been granted.

b. Final Acceptance. Once Conditional Acceptance of the phase has occurred, and the Live Production Date for each phase has been reached, the CITY shall begin using TYLER Software Products in a Live Production environment (Live Testing). After CITY has operated the TYLER Software Products for ninety (90) consecutive days and there are no reported unresolved Priority 1 or Priority 2 issues ("Acceptance Issues"), as defined in the User Acceptance Test, and all work tasks, deliverables, and milestones as described in the Statement of Work are completed and accepted, the CITY shall issue Final Acceptance.

i. Final acceptance will occur for each phase independently and for the TYLER Software Products as a whole (defined as "phase closure" and "project

closure”).

ii. If Acceptance Issues are resolved within the last fifteen (15) days of the ninety (90) day period, CITY will have an additional fifteen (15) days of Live Testing.

iii. Final Acceptance shall not be unreasonably withheld. Tyler performance of delivery of related product or service in accord with the requirements of the Agreement shall entitle Tyler to payment for said product or service(s). Unless City notifies TYLER in writing of any Acceptance Issues, Final Acceptance will be deemed to have occurred ninety (90) days from the earlier of:

1) the date (not later than 24 months from the Effective Date) set forth in the Statement of Work for the first productive use of all of the TYLER Software Products using actual CITY Data (“Complete Live Production”), unless Complete Live Production is postponed by TYLER’s failure to perform, in which event the date for Complete Live Production will be postponed the corresponding number of days; or 2) the date CITY begins using all the TYLER Software Products in a Live Production environment.

c. **Warranties.** Final Acceptance of the TYLER Software Products by the CITY will not release TYLER from complying with the warranties and maintenance requirements set forth in this Agreement.

d. **Failure of User Acceptance Testing.** If, after conducting the User Acceptance Test, the TYLER Software Products do not function in compliance with the specifications detailed in the Agreement, including the Statement of Work and the Functional Requirements, or if TYLER fails to adhere materially to these procedures at the CITY’s reasonable discretion, the CITY shall have the option upon notice to TYLER to take any of the following actions:

i. Terminate this entire Agreement for cause in accordance with the provisions of this Agreement in Section G in the event of a Priority 1 issue;

ii. Accept the TYLER Software Products at its then level of performance;

iii. Permit the User Acceptance Test or Live Testing to be extended further for such period as mutually agreed upon by the parties in writing;

iv. Accept those modules of the TYLER Software Products that pass the User Acceptance Test and require TYLER to conform to the remaining portions of the Functional Requirements;

v. Pursue such remedies as may be available to CITY at law or in equity.

SECTION C

PROFESSIONAL SERVICES AGREEMENT

1. **Services.** TYLER shall provide the services set forth in the Investment Summary at CITY's election, including Consulting, Implementation, Training, Conversion, and other Professional Services.

2. **Term of Agreement.** This Professional Services Agreement for the TYLER Software Products is effective on the Effective Date of this Agreement and shall remain in full force and effect as long as the CITY maintains a Maintenance Agreement with TYLER.

3. **Professional Services Fees.**

a. **Estimates.** The Investment Summary contains estimates of the amount of services needed, based on Tyler's preliminary understanding of the size and scope of the services needed for successful completion of this Agreement. The actual amount of services depends on such factors as City's level of involvement and the speed of knowledge transfer. As such, any implementation days required above those stated in the approved Project Plan must be mutually agreed upon.

a. **Invoicing.** Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half day and full day increments.

b. **Billing.** Expenses will be billed in accordance with the then-current TYLER Business Travel Policy, attached hereto as Exhibit 8, based on TYLER's usual and customary practices. At the CITY's request on an exception basis, in connection with an audit, or whenever CITY has reason to question TYLER's invoices, TYLER shall provide copies of receipts at no charge. Except as provided herein, should all receipts for non per diem expenses be requested, an administrative fee of \$25 per invoice will be incurred. CITY and TYLER agree receipts for mileage and miscellaneous items less than five dollars (\$5) are not required or available.

4. **Additional Professional Services.**

a. **Training, Consulting, or Implementation.** Training, Consulting, and Implementation services utilized in excess of those set forth in the Investment Summary and additional professional services not set forth in the Investment Summary will be billed at TYLER's then-current rates. Notwithstanding the foregoing, TYLER will hold the implementation rate of One Thousand One Hundred and Seventy-Five Dollars (\$1,175) per day in place for no less than twenty-four (24) months from the effective date of this agreement.

b. **Programming.** Programming or interface quotes are estimates based on TYLER's understanding of the specifications supplied by CITY in Exhibit 3. If CITY requires additional work performed above the specifications provided, TYLER will submit to CITY

an estimate of the charges for the additional work. CITY will have thirty (30) days from the date the estimate is received by CITY to provide written approval to proceed with the additional work or ask TYLER for another estimate if the time for acceptance has passed or if there is a dispute.

- 5. Limitation of Liability.** In no event shall TYLER be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the TYLER Software Products. TYLER's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the total fees set forth in the Investment Summary and paid by CITY. Such fees reflect and are set in reliance upon this limitation of liability.
- 6. Cancellation.** In the event CITY cancels services less than two (2) weeks in advance, CITY is liable to TYLER for:

 - a. All non-refundable expenses incurred by TYLER on CITY's behalf; and
 - b. Daily fees associated with the canceled services if TYLER is unable to reassign its personnel. CITY shall not be liable to TYLER for such fees and expenses in the event such cancellation is due to TYLER's action or inaction.
- 7. Services Warranty.** TYLER warrants it shall perform services in a professional standard consistent with current industry standards. In the event TYLER provides services that do not conform to this warranty, TYLER will re-perform the services at no additional cost to CITY.
- 8. Personnel.** TYLER shall at all times utilize qualified personnel in providing Services to CITY. Provided this Agreement is executed and delivered by the City by April 25, 2014, the TYLER Project Manager(s) shall have experience with a minimum of two (2) full live life cycle TYLER Software Product implementations for which the TYLER Project Manager(s) is responsible. TYLER shall provide adequate project management resources to facilitate a single point of contact for all professional services. In the event TYLER personnel provide services that do not conform to the warranties herein or are otherwise deemed unacceptable to CITY, TYLER will be given an opportunity to correct the deficiency. In the event the deficiency persists, the CITY may require the removal of personnel in question; however, both parties shall work towards a mutually agreeable remedy in the event of a change in Project Manager or other personnel, including the effect upon the timelines and milestones set forth in the Statement of Work, and the Project Manager's participation level. TYLER shall perform the services contemplated herein without unreasonably interfering with the activities of the CITY's staff or visitors.
- 9. CITY Property.** All persons working for or on behalf of TYLER whose duties bring them upon the CITY's premises shall obey the rules and regulations established by the CITY and shall comply with the reasonable directions of the CITY's officers.
- 10. Hardware Recommendations.** TYLER shall provide in the Statement of Work the

recommended system configuration and hardware compatibility information for CITY's initial installation, planned hardware replacements and upgrades, and estimated growth for the next five years.

**SECTION D
MAINTENANCE AGREEMENT**

1. Scope of Agreement. CITY agrees to purchase and TYLER agrees to provide maintenance services for the TYLER Software Products in accordance with the following terms and conditions. It is specifically understood and agreed this Maintenance Agreement shall extend to modifications and interfaces developed by TYLER for the CITY which shall be supported as provided in this Section.

2. Term of Agreement. This Maintenance Agreement for the TYLER Software Products is effective on installation of the TYLER Software Products, and shall remain in force for an initial fifteen (15) month term. This Maintenance Agreement will renew automatically for additional one (1) year terms at TYLER's then current rates except as provided below, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term.

3. Payment.

a. Invoicing. Maintenance fees shall be invoiced by TYLER annually in advance. TYLER shall provide CITY with not less than forty five (45) days written notice of any change in annual Maintenance fees.

b. Additional Charges. Any maintenance services performed by TYLER for CITY which are not covered by this Maintenance Agreement, as set forth in this section, including materials and expenses, will be billed to CITY at TYLER's then current rates.

c. Unpaid Fees. TYLER reserves the right to suspend maintenance services if CITY fails to pay undisputed Maintenance fees within sixty (60) days of the due date. TYLER shall reinstate maintenance services upon CITY's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

d. Fee schedule. Increases to the annual Maintenance fees for the TYLER Software Products set forth in the Investment Summary will not exceed the following schedule for the initial four (4) annual renewals, and thereafter TYLER may increase the Maintenance Fees at TYLER's then current rates, but in no event shall the increase exceed the prevailing rate for TYLER's other similarly situated customers.

Year Two – Zero percent (0%) increase over undiscounted Year One annual Maintenance fees;

Year Three – Not more than Three percent (3%) increase over Year Two annual Maintenance fees;

Year Four – Not more than Four percent (4%) increase over Year Three annual Maintenance fees; and

Year Five – Not more than Five percent (5%) increase over Year Four annual Maintenance fees.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, TYLER shall:

a. Support Call Process. In a professional, good and workmanlike manner, perform its obligations in accordance with TYLER's then-current Support Call Process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 7 - Tyler shall not in future Support Call Processes reduce or diminish the overall quality of support provided in Exhibit 7) in order to conform the TYLER Software Products to the applicable warranty under this Agreement. If CITY modifies the TYLER Software Products without TYLER's prior written consent, TYLER's obligation to provide maintenance services on and warrant the TYLER Software Products will be void.

b. Support Calls. Provide telephone support on the TYLER Software Products and other TYLER products licensed to CITY. TYLER personnel shall accept telephone calls during the hours set forth in the Support Call Process.

c. Master Set. Continuously maintain a master set of the TYLER Software Products on appropriate media, a hardcopy printout of source code to the TYLER Software Products, and TYLER User Guides.

d. Trained Personnel. Maintain personnel appropriately trained to provide maintenance services on the TYLER Software Products and other TYLER products licensed to CITY.

e. Releases. Provide CITY with all releases TYLER makes to the TYLER Software Products generally made available by TYLER without additional charge to customers possessing a current TYLER annual Maintenance Agreement. In the event CITY purchases OSDBA contract services from TYLER, such services include remote installation of new releases by TYLER at no additional cost to CITY. In the CITY's sole discretion, consulting and training services and third-party products and installations related to the new releases will be provided to CITY at TYLER's then-current rates. CITY acknowledges and agrees a new release of the TYLER Software Products is for implementation in the TYLER Software Products as those products exist, without CITY customization or modification.

f. Support. Support prior releases of the TYLER Software Products in accordance with TYLER's then-current release life-cycle policy.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the TYLER Software Products, on-site support (unless TYLER cannot remotely correct a defect in a TYLER Software Product), application design, other consulting services, support of an operating system or hardware, or support outside TYLER's normal business hours.

6. CITY Responsibilities.

a. Access. CITY shall provide, at no charge to TYLER, access to the TYLER

Software Products, working space, adequate facilities within a reasonable distance to the equipment, and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein. .

b. Remote Maintenance. TYLER currently utilizes “Go To Assist” as a secure commercial PC-to-PC remote connectivity tool to provide remote maintenance services. CITY shall maintain for the duration of the Agreement a high-speed internet connection capable of connecting to CITY PCs and servers running TYLER Software Products. TYLER strongly recommends CITY also maintain a modem or VPN for back-up connectivity purposes. TYLER, at its option, may use the connection to assist with problem diagnosis and resolution after first notifying the CITY and being granted access.

7. Limitation of Liability. TYLER shall not be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the TYLER Software Products. TYLER's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the total fees set forth in the Investment Summary and paid by the CITY.

**SECTION E
THIRD-PARTY PRODUCT AGREEMENT**

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, TYLER agrees to license or sell and deliver to CITY, and CITY agrees to accept from TYLER the Third-Party Hardware, Software and Services set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of Third Party Products.

a. Grant of License. Upon CITY's payment in full of the Third Party Product fees, TYLER shall grant to CITY and CITY shall accept from TYLER a non-exclusive, non-transferable, non-assignable, irrevocable license to use the Third Party Products and related documentation for CITY's business purposes, subject to the terms and conditions set forth herein.

b. Ownership. The developer of the Third Party Products (each a "Developer", collectively "Developers") shall retain ownership of the Third Party Products.

c. Transfer. The right to transfer the Third Party Products to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to CITY. CITY shall provide advance written notice to TYLER of any such transfer.

d. Proprietary Information. Third Party Products and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. To the extent permitted by the Texas Open Records Act, CITY shall use reasonable efforts to keep Third Party Products confidential and prevent any misuse, unauthorized use or unauthorized disclosure of the Third Party Products and related documentation, including, at a minimum, those efforts the CITY takes to protect its own confidential information, and, in any event, at least in a manner considered commercially reasonable.

e. Manipulation. CITY shall not perform decompilation, disassembly, translation or other reverse engineering on the Third Party Products.

f. Copies. CITY may make copies of the Third Party Products for archive purposes only. CITY shall repeat any and all proprietary notices on any copy of the Third Party Products. CITY may make copies of the documentation accompanying the Third Party Products for business use only.

3. Delivery. Delivery will be F.O.B. Destination. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to CITY.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the

TYLER Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, CITY will obtain from TYLER a certification of completion, or similar document.

5. Site Requirements. CITY shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

a. Authorization for License. TYLER is authorized by each Developer to grant licenses or sublicenses to the Third Party Products.

b. New Product. TYLER warrants each Third Party product will be new and unused. Upon CITY's acceptance of Third Party Products, CITY's title or license to each Third Party product will be free and clear of any and all liens and encumbrances arising through TYLER.

c. Pass Through Warranty. TYLER is not the manufacturer of the Third Party Products. TYLER does not warrant or guarantee the condition or operating characteristics of the Third Party Products. TYLER hereby grants and passes through to CITY any warranties, indemnifications, and limitations of liability TYLER may receive from the Developer or supplier of the Third Party Products.

d. Integration. TYLER warrants that as long as the Third Party Products perform as warranted by the Developer or Supplier of the Third Party Products, the TYLER Software Products will integrate with the Third Party Products.

7. Maintenance.

a. No Purchase of Maintenance Services. In the event CITY elects not to purchase Third Party Products maintenance services through TYLER, it will be the responsibility of CITY to repair and maintain the Third Party Products and purchase enhancements as necessary after acceptance.

b. Purchase of Maintenance Services. In the event CITY elects to purchase Third Party Products maintenance services through TYLER, TYLER will facilitate resolution of a defect in a Third Party product with the Developer.

c. Fee. In the event the Developer charges a fee for future Third Party Product release(s) necessary for integration with TYLER Software Products, CITY will be required to pay such fee.

8. Limitation of Liability. In no event shall TYLER be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out

of or in connection with the use of the Third Party Products. TYLER's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by CITY. Such prices are set in reliance upon this limitation of liability.

SECTION F PAYMENT TERMS

1. TYLER shall invoice CITY \$151,140 upon the Effective Date. Such amount equals 25% of the TYLER software license fees as identified in the Investment Summary for all phases.
2. TYLER shall invoice CITY \$211,596 when TYLER has made the TYLER Software Products available to CITY for downloading. Such sum equals 35% of the TYLER software license fees as identified in the Investment Summary for all phases.
3. TYLER shall invoice CITY the respective Hardware fees of \$12,940 upon delivery of such Hardware.
4. TYLER shall invoice the Project Planning Services fee of \$11,000 upon delivery of the Implementation Planning document.
5. TYLER will invoice the 25% of the TYLER Software license fees (totaling \$151,140) for the TYLER Software Products, by phase, upon the earlier of:
 - i) the date (not later than 24 months from the Effective Date) set forth in the Statement of Work for the first productive use of the TYLER Software Products, by phase, using actual CITY Data ("Live Production"), unless such respective phase Live Production is postponed by TYLER's failure to perform, in which event the date for such respective phase Live Production will be postponed the corresponding number of days, or
 - ii) the first day of Live Production of the TYLER Software Products, by phase.
6. TYLER will invoice the 15% of the TYLER Software license fees (totaling \$90,684.00) for the TYLER Software Products upon Final Acceptance of all the TYLER Software Products.
7. TYLER shall invoice CITY fees for Data Conversion services as follows:
 - 50% upon initial delivery of converted data, by conversion option
 - 50% upon CITY acceptance to load converted data into live environment (automatic, electronic notification), by conversion option
8. TYLER shall perform the specified modification(s) upon receipt of written notice to proceed from CITY. Upon TYLER's delivery of the modification specifications, and CITY's written approval of the specifications, TYLER shall invoice a fifty percent (50%) deposit for the respective modification. TYLER shall invoice CITY twenty-five percent (25%) of the modification fee upon delivery of the respective modification and twenty-five percent (25%) of the modification fee upon the earlier of:
 - i) the date (not later than 24 months from the Effective Date) set forth in the Statement of Work for the first productive use of all of the TYLER Software Products using actual CITY Data ("Complete Live Production"), unless Complete Live Production is postponed by TYLER's failure to perform, in which event the date for Complete Live Production will be postponed the corresponding number of days, or
 - ii) the first day of Complete Live Production of the TYLER Software Products.

9. TYLER shall invoice CITY the year one (1) OS/DBA Contract Services fee of \$30,000 upon installation of the TYLER Software Products.
10. TYLER shall invoice CITY a year-one (1) Disaster Recovery fee of \$30,000 upon TYLER's receipt of CITY's data, which shall be clearly identified by the CITY to TYLER as data for TYLER's Disaster Recovery services.
11. Except as otherwise set forth herein, TYLER shall invoice CITY fees for Services, plus expenses, if and as provided/incurred.
12. Prices listed in the Investment Summary include estimated travel expenses incurred in accordance with TYLER's then-current Business Travel Policy. A detailed summary of TYLER's current Business Travel Policy is attached hereto as Exhibit 8.
13. Payment is due within thirty (30) days of the invoice date.
14. The year one (1) TYLER software maintenance fees of \$136,710 for the fifteen (15) month period commencing upon installation of the TYLER Software Products are hereby waived. TYLER shall invoice the CITY for subsequent twelve (12) month annual Maintenance fees which will be due on the anniversary of the installation date of the TYLER Software Products.
15. **Electronic Payment.** TYLER prefers to receive payments electronically. TYLER's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248
Account: 4124302472
Beneficiary: TYLER Technologies Inc. – Operating

**SECTION G
GENERAL TERMS AND CONDITIONS**

1. **Taxes.** CITY is tax exempt and will provide TYLER with CITY's tax-exempt certificate.
2. **Invoice Dispute.**
 - a. **Dispute Procedure.** In the event CITY believes products or services do not conform to warranties in this Agreement, CITY will provide written notice to TYLER within thirty (30) days of receipt of the applicable invoice. CITY is allowed an additional fifteen (15) days to provide written clarification and details. TYLER will provide a written response to CITY that will include either a justification of the invoice or an adjustment to the invoice which will include a new or revised invoice for the undisputed amounts within thirty (30) days. TYLER and CITY will develop a plan to outline the reasonable steps to be taken by TYLER and CITY to resolve any issues presented in CITY's notice to TYLER. CITY may only withhold payment of the amount actually in dispute until TYLER completes its action items outlined in the plan. Notwithstanding the foregoing, if TYLER is unable to complete its actions outlined in the plan because CITY has not completed its action items outlined in the plan, CITY will remit full payment of the invoice.
 - b. **Invoice Acceptance.** Any invoice not disputed as described above will be deemed accepted by CITY. TYLER reserves the right to suspend delivery of all services in the event CITY fails to pay an invoice not disputed as described above within ninety (90) days of the invoice date.
3. **Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. Force Majeure will not be allowed unless:
 - a. **Notice.** Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
 - b. **Written Explanation.** Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.
 - c. **Termination.** Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This

paragraph will not relieve CITY of its responsibility to pay for services and goods provided to CITY and expenses incurred on behalf of CITY prior to the effective date of termination.

4. Indemnification and Release.

a. Indemnification. TYLER shall indemnify, hold harmless, and defend the CITY, its officers, agents, volunteers, contract employees, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the TYLER under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the CITY in contracting with TYLER, or any TYLER subcontractor or Developer.

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

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Disputes. Either party will notify the other in writing within thirty (30) days of becoming aware of a dispute. If the parties cannot resolve such dispute within thirty (30) days of the other's receipt of written notice, the parties may agree to participate in mediation. Mediation shall take place in Brazos County, Texas. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction. Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief in the case of alleged copyright infringement, breach of the confidentiality requirements and obligations under this Agreement, or to prevent other immediate and irreparable harm pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third-Party Beneficiaries; No Waiver of Immunities. This Agreement is entered into solely for the benefit of TYLER and CITY. Nothing in this Agreement is intended, nor

should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas provided, however, TYLER reserves the right to remove any action to a federal court of competent jurisdiction in the Southern District of Texas.

9. Entire Agreement. This Agreement represents the entire and integrated agreement between the CITY and TYLER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by TYLER or CITY, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent TYLER or CITY from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination.

a. For Cause. Client may terminate this Agreement for cause in the event:

i. TYLER becomes insolvent or generally does not pay its debts as they become due or admits, in writing, its inability to pay its debts or makes an assignment for the benefit of creditors; or

ii. Insolvency, receivership, reorganization, bankruptcy proceedings or other proceedings for relief under bankruptcy laws are commenced by or against TYLER; or

iii. TYLER does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from CITY.

b. **For Convenience.** CITY may terminate this Agreement for convenience on thirty (30) days prior written notice to TYLER. Upon termination, CITY shall remit payment for all products and services delivered to CITY and all expenses incurred by TYLER prior to the date set forth in the written termination notice.

c. **Payment.** Upon such termination under this Paragraph 14, CITY shall pay TYLER for all services and expenses not in dispute and non-defective TYLER Software Products which were delivered or incurred prior to the date TYLER received CITY's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the above dispute process.

15. **Non-appropriation.** Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the CITY, which may arise under this Agreement in any fiscal year after 2014, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, amendment, attachment, schedule, or exhibit of this Agreement, by the CITY. If CITY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement; CITY may unilaterally terminate this Agreement upon thirty (30) days written notice to TYLER. Upon termination, CITY shall remit payment for all products and services delivered to CITY and all expenses incurred by TYLER prior to the date set forth in the written notice. CITY will not be entitled to a refund or offset of previously paid license and other fees.

16. **Approval of Governing Body.** CITY represents and warrants to TYLER that this Agreement has been approved by its governing body and is a binding obligation upon CITY.

17. **No Assignment.** The parties may not assign their rights and responsibilities under this Agreement without the other party's prior written permission, which shall not be unreasonably withheld or delayed, except that TYLER may, without the prior express written permission of the CITY, assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of TYLER's assets as long as the surviving entity agrees to be bound by the terms and conditions of this Agreement.

18. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

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

Tyler Technologies, Inc.
Attention: Associate General Counsel
One Tyler Drive
Yarmouth, ME 04096

City of College Station
Attention: Information Technology Director
PO Box 9960
1101 Texas Ave.
College Station, TX 77842

20. Independent Contractor. This is not an agreement of partnership, joint venture, or employment of TYLER or any of TYLER's employees by CITY. TYLER is an independent contractor retained for the services described in this Agreement. The CITY will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as stated in this Agreement. The CITY will not be responsible for reporting or paying employment taxes or other levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

21. Insurance. TYLER before performing services shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by TYLER, its officers, agents, volunteers, and employees. TYLER's insurance shall list the City of College Station, its officers, agents, volunteers, contract employees, and employees as additional insureds on the Commercial General Liability coverage. The required limits of insurance below and certificates of insurance evidencing the required insurance policies are attached in Exhibit "10". Throughout the term of this Agreement TYLER must comply with the following:

a. Standard Insurance Policies Required:

- i. Commercial General Liability
- ii. Business Automobile Liability
- iii. Workers' Compensation
- iv. Professional Liability
- v. Cyber Liability

b. General Requirements Applicable to All Policies:

- i. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- ii. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the CITY's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit 10; and shall be approved by the CITY before work begins.
- iii. TYLER shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.

iv. The CITY will accept only Insurance Carriers licensed and authorized to do business in the State of Texas.

v. The CITY will not accept “claims made” policies except for Professional Liability.

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

c. Commercial General Liability

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

ii. Policies shall contain an endorsement naming the CITY as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the CITY may have or obtain regarding claims arising under this Agreement.

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

iv. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the CITY’s review and acceptance.

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

d. Business Automobile Liability

i. Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better rating under the current A. M. Best Key Rating Guide.

ii. Policies shall contain an endorsement naming the CITY as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the CITY may have or obtain

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

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

- v. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.
- e. Workers' Compensation Insurance.** Workers compensation insurance shall include the following terms:
- i. Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"
- f. Professional Liability Requirements:**
- i. Coverage shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
 - ii. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. Financial statements shall be furnished to the CITY upon reasonable request.
 - iii. For "claims made" policies, a 24-month extended reporting period shall be required.
- g. Cyber Liability**
- i. Minimum limits of \$5,000,000 (five million dollars) for third-party losses
 - ii. Coverage must include:
 - (a.) Event Management
 - (b.) Unauthorized Access/use
 - (c.) Computer Virus
 - (d.) Denial of Service Attack
 - (e.) Denial of Access
 - (f.) Libel, Cyber-Libel, Slander, Product Disparagement
 - (g.) Violation of right of privacy
 - (h.) Regulatory Costs
 - (i.) Privacy Costs - Privacy Injury and Identity Theft
 - (j.) Programming Errors & Omissions Liability
 - (k.) Replacement or Restoration of Electronic Data (First Party)
 - (l.) Extortion Threats
 - (m.) Business Income and Extra Expense (to \$1,000,000)
 - (n.) Public Relations Expense
 - (o.) Security Breach Expense.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the

course of performance of this Agreement, may be exposed to confidential information and disclosure of such information could violate rights of private individuals and entities. To the extent permitted by law in the Texas Open Records Act, each party agrees it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- a. at the time of the disclosure is public information according to the Texas Open Records Act;
- b. after disclosure, becomes public information by publication or otherwise, except by breach of this Agreement by a party;
- c. a party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d. a party receives from a third party who has a right to disclose it to that party; or
- e. is subject to Open Records requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law; provided, however, that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain a protective order or otherwise protect the confidentiality of its confidential information.

23. Non-discrimination. TYLER shall not discriminate against any person employed or applying for employment concerning the performance of TYLER's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, gender, or disability unrelated to the individual's ability to perform the duties of a particular job or position.

24. Compliance with Laws. TYLER will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). TYLER may not knowingly obtain the labor or services of an undocumented worker. TYLER, not the CITY, must verify eligibility for employment as required by IRCA. Notwithstanding the foregoing, TYLER may verify eligibility under E-Verify.

25. Subcontractors. The term "Subcontractor" shall mean and include only those hired by and having a direct contract with TYLER for performance of work under this Agreement. The CITY shall have no responsibility to any Subcontractor employed by TYLER for performance of work under this Agreement, and all Subcontractors shall look exclusively to TYLER for any payments

due. TYLER shall be fully responsible to the CITY for the acts, errors and omissions of its Subcontractors. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the CITY. TYLER shall not subcontract any services under this Agreement without CITY's prior written permission, not to be unreasonably withheld.

26. Delivery. Delivery will be F.O.B. Destination. For products TYLER provides electronically to CITY by FTP site, TYLER shall be responsible for uploading all such content to the TYLER FTP site, protecting such content from security breaches, viruses and other malware. TYLER shall provide CITY sufficient information and access to the same. CITY shall be responsible for downloading content from the TYLER FTP site.

27. TYLER Forms Processing. The TYLER Software Product "TYLER Forms Processing" must be used in conjunction with a printer supported by TYLER for printing checks.

28. Disaster Recovery. Disaster Recovery service will renew automatically for additional one (1) year terms at TYLER's then-current Disaster Recovery fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

29. Operating System/Database Administration. OS/DBA Contract Services will renew automatically for additional one (1) year terms at TYLER's then-current OS/DBA fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

30. Optional Items. Pricing for optional products and services shall be valid for twenty-four (24) months from the Effective Date.

31. TYLER Products and Services. CITY may purchase additional TYLER products and services not to exceed TYLER's then current rates, pursuant to the terms of this Agreement, by executing a mutually agreed amendment.

32. Survival. All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

33. Publicity. TYLER shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the CITY except on the specific written authorization in advance of the CITY. TYLER will limit and direct any of its advertising on the CITY's premises and shall make arrangements for such advertising through the CITY's authorized representative. TYLER shall not install any signs or other displays on or off the CITY's premises unless in each instance the prior written approval of the CITY's authorized representative has been obtained; however, nothing in this clause shall preclude TYLER from listing the CITY on its routine client list for matters of reference.

34. Non-Hire Clause. From the Effective Date and for a period of twelve (12) months after the Final Acceptance of all TYLER Software Products in the Investment Summary, neither party may offer to hire or in any way employ or compensate any of the employees of the other Party without prior consent of the other.

35. **CITY Assistance.** The implementation of the TYLER Software Products is a cooperative process requiring the time and resources of CITY personnel. CITY shall use all reasonable efforts to cooperate with and assist TYLER as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation.

36. **Third-Party Vendor Cooperation.** For purposes of systems integration, TYLER will use reasonable efforts to work cooperatively and in good faith with third-party vendors whose services CITY uses and whose products either send or receive information from the TYLER Software Products through the Interfaces to be developed and provided by Tyler under this Agreement.

37. **Effective Date.** This Agreement will be effective when signed by the last party whose signing makes the Contract fully executed.

**TYLER TECHNOLOGIES, INC.
ERP AND SCHOOLS DIVISION**

By: James J. Hurley, III

Printed Name: James J. Hurley, III

Title: Senior Vice President

Date: 4-1-14

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

Alan C. Felt

City Attorney

Date: 4-1-14

Assistant City Manager/CFO

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPROVE ALL CONTRACT DOCUMENTS AND APPROVE ALL EXPENDITURES FOR THE MASTER AGREEMENT BETWEEN THE CITY OF COLLEGE STATION (CITY) AND TYLER TECHNOLOGIES, INC. (TYLER) FOR THE ENTERPRISE RESOURCE PLANNING SYSTEM (AGREEMENT).

WHEREAS, on June 28, 2013, the City of College Station issued a Request for Proposals, for the purpose of acquiring Software and Implementation Services for the Enterprise Resource Planning System (“System”) and Tyler responded to the City’s Request for Proposals with its Proposal dated August 7, 2013; and

WHEREAS, on January 29, 2014, the City of College Station requested from Tyler a Best and Final Offer, and Tyler responded to City’s Request for Best and Final Offer on February 7, 2014; and

WHEREAS, on February 11, 2014, the City of College Station requested from Tyler clarification and most favored pricing, and Tyler responded to City’s request for clarification and most favored pricing on February 25, 2014; and

WHEREAS, The City of College Station selected Tyler, as the responsible offeror whose proposal is the most advantageous to the City, to furnish, deliver, install, and implement the specified System; and

WHEREAS, on this date, the City Council of the City of College Station duly approved the Agreement and authorized the expenditure of funds for the same; and

WHEREAS, the City Council of the City of College Station desires to make System implementation and contract management more efficient by authorizing the City Manager to execute the Agreement and all subsequent contract documents required therewith and to approve subsequent expenditures related to the Agreement; now, therefore,

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

PART 1: That the City Council duly approved the Agreement on this date.

PART 2: That the City Council hereby authorizes the City Manager to execute the Agreement and approve and execute all subsequent contract documents required therewith, including, but not limited to, amendments, termination notices, and any and all other communications or documents that may be required by the Agreement, on behalf of the City.

PART 3: That the City Council hereby authorizes the City Manager to approve those subsequent expenditures related to the Agreement and all contract documents required therewith, in each fiscal year, provided that such expenditures are appropriated from available funds, approved from the annual budget ordinance and are consistent with state and local laws.

PART 4: That the City Council hereby finds that the above described authorization will make System implementation and contract management more efficient for the City.

PART 5: That the City Council hereby finds that granting such authority to the City Manager in no way precludes the Mayor from executing contract documents related to the Agreement on behalf of the City if required by law or as a condition of the Agreement or as otherwise determined by the City Council in its discretion.

PART 6: That the City Council further finds that granting such authority to the City Manager shall not otherwise modify or change the City procedures for processing contracts.

PART 7: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$4,000,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 10th DAY OF APRIL, 2014.

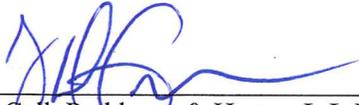
Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(Seal)

APPROVED:

A handwritten signature in blue ink, consisting of stylized initials and a long horizontal flourish extending to the right.

McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Enterprise Resource Planning (ERP) System Replacement – Project will cover all aspects of the ERP System replacement including licensing, project management, data conversion and integration, installation and other related implementation costs.



Legislation Details (With Text)

File #: 14-356 **Version:** 1 **Name:** CVB Payment Facilities Access Agreement
Type: Presentation **Status:** Consent Agenda
File created: 3/27/2014 **In control:** City Council Regular
On agenda: 4/10/2014 **Final action:**
Title: Presentation, possible action, and discussion on a payment of \$140,001.90 to the Brazos Valley Convention and Visitors Bureau for the Preferred Access to Texas A&M University Facilities.

Sponsors:

Indexes:

Code sections:

Attachments: [Payment Request.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a payment of \$140,001.90 to the Brazos Valley Convention and Visitors Bureau for the Preferred Access to Texas A&M University Facilities.

Staff recommends approval of the payment of \$140,001.90 to the CVB per the terms of the agreement with the CVB.

Summary: On July 11, 2013 the City Council approved the Funding Agreement providing for the payment and use of Hotel Tax Revenue between the City of College Station and the Brazos Valley Convention and Visitors Bureau for Preferred Access to Texas A&M University Facilities.

Per the agreements the City received notice from the CVB on the funds that have been received from 0.75% County Hotel Tax, and the amount needed from the City of College Station to meet the Minimum Annual Payment for 2013. The Minimum Annual Payment for 2013 has been prorated to \$333,333.33 for the 4 months the agreement was in place in 2013. The County Hotel Tax received in this period was \$193,331.43. The amount needed from the City of College Station to meet the Minimum Annual Payment is \$140,001.90. Per the approved agreement this payment needs to be made to the CVB within 25 days of receiving notice. Once the payment is made to the CVB, the CVB will then remit the payment to Texas A&M University, per the agreement between the CVB and Texas A&M University.

Budget & Financial Summary: The FY 14 Hotel Tax Fund budget includes \$229,167 for the Preferred Access Payment. The requested payment is \$140,001.90. This payment is for the period of September - December 2013.

Legal Review:

Attachments:

1. Request for Payment from CVB and associated backup documentation from Texas A&M University and Brazos County.

Texas A&M University
Financial Management Operations
College Station, Texas 77843
ar@tamu.edu



Date	INVOICE
3/20/14	Q086509

Bill to:

6803855700000
BCS Convention and Visitors Bureau
715 University Drive East
College Station, TX 77840

TOTAL DUE
\$140,001.90

Description of Goods/Services

Hotel Occupancy Tax Revenue- Contract Year 1 Shortfall \$140,001.90

Total:	\$140,001.90
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Remit Payment to:

Texas A&M University
Financial Management Operations
Sales & Receivables
Mail Stop 6000
College Station, TX 77843
FEIN: 74-6000531 or State Agency: 37117117111

All payments are due within 40 days of receipt of invoice. Please reference the invoice number on the check.

**Report of Hotel Occupancy Tax Revenue Received by Texas A&M University
for Contract Year 1 (Sept. 1, 2013 - Dec. 31, 2013)**

Amount Received for September 2013 ¹ (Payment Received 11/25/13)	\$ 49,701.28
Amount Received for Quarter Ending December 31, 2013 ² (Payment Received 2/18/14)	\$ 143,630.15
Total Received by TAMU for Contract Year 1	<u>\$ 193,331.43</u>
Minimum Annual Consideration - Contract Year 1 (prorated) (Year 1 Annual Amount of \$1,000,000 prorated to cover Sept. 1, 2013 - Dec. 31, 2013)	\$ 333,333.33
Less: Total Received by TAMU for Contract Year 1	<u>\$ (193,331.43)</u>
Shortfall for Contract Year 1	<u>\$ 140,001.90</u>

¹Attachment A contains the backup for the payment received on 11/25/13.

²Attachment B contains the backup for the payment received on 2/18/14.

Attachment A

Attachment B

Balance per Daily Cash			Balance per H.O.T. Spreadsheet			Balance per General Ledger		
Date	Description	Amount	Date	Description	Amount	Date	Description	Amount
9/30/2013	September '13 taxes	\$ 6.38	10/31/2013	September Report Balance	\$ 50,216.22	11/5/2013	Sept. taxes pd after 10/31/13	\$ (5,392.01)
10/01-31/13	September '13 taxes	\$ 49,694.90	11/5/2013	Sept. taxes pd after 10/31/13	\$ (514.94)	11/7/2013	Period 13/13 balance	\$ 55,086.91
	R/bal due to TAMU	\$ 49,701.28		R/bal due to TAMU	\$ 49,701.28	11/8/2013	9/30 Daily Cash to be JE'd	\$ 6.38
	Sept. taxes pd. by 10/31/13			Sept. taxes pd. by 10/31/13			R/bal due to TAMU	\$ 49,701.28
							Sept. taxes pd. by 10/31/13	
11/01-11/30	Sept. taxes	\$ 5,494.64	12/31/2013	Q/E 12-31-2013 Report Bal	\$ 136,931.72	2/3/2014	Period 4/14 balance	\$ 136,922.97
11/01-11/30	Oct. taxes	\$ 55,476.96		Sept. taxes paid after 10/31/13	\$ 6,698.43		JE back to FY13	\$ 5,494.64
11/30/2013	Balance	\$ 60,971.60		R/bal due to TAMU	\$ 143,630.15			\$ 142,417.61
12/01-12/31	Sept. taxes	\$ 1,150.24		Q/E 12/31/13			Journal Entry	\$ 19.05
12/01-12/31	Oct. taxes	\$ 4,938.26					11/15/13 D/C#79196 Correction	\$ 142,436.66
12/01-12/31	Nov. taxes	\$ 42,566.02					Journal Entry	\$ 1,193.49
12/01-12/31	Dec. taxes	\$ 36.52					12/31/13 D/C#79951 Correction	\$ 1,193.49
12/31/2014	Balance	\$ 109,662.64					Q/E 12/31/13	\$ 143,630.15
01/01-01/31	Sept. taxes	\$ 53.55					R/bal due to TAMU	
01/01-01/31	Nov. taxes	\$ 4,140.98						
01/01-01/31	Dec. & Q/E 12-31-2013 taxes	\$ 28,560.44						
Journal Entry	11/15/13 D/C#79196 Correction	\$ 142,417.61						
		\$ 19.05						
Journal Entry	12/31/13 D/C#79951 Correction	\$ 142,436.66						
Q/E 12/31/13	R/bal due to TAMU	\$ 1,193.49						
		\$ 143,630.15						

Approved
PO 2/7/14

QUARTER ENDING 12/31/2013 HOTEL OCCUPANCY REPORT

Q/E	CITY OF BRYAN										Total Taxable Receipts	Amount of 2% Tax	Amount of 7.5% Tax	Penalty @ 5%	Adjustments Due	Total Amount Paid
	Monthly	Gross Rcpts	Tax Exemptions Claimed	Total Taxable Receipts	Amount of 2% Tax	Amount of 7.5% Tax	Penalty @ 5%	Adjustments Due	Total Amount Paid							
1	32019703274	AMERICA'S BEST VALUE INN & SUITES (Pascales)	\$ 205,811.20	\$ 13,720.55	\$ 192,090.65	\$ 3,841.81	\$ 1,440.68	\$ -	\$ -	\$ 5,282.49						
2	12607295925	BEST WESTERN - BOONVILLE ROAD HOTEL	\$ 782,067.19	\$ 32,334.26	\$ 749,732.93	\$ 14,994.66	\$ 5,623.00	\$ -	\$ -	\$ 20,617.65						
3	17429867480	BRAZOS INN (Thaknar Growth)	\$ 239,285.80	\$ 3,931.95	\$ 235,353.85	\$ 4,707.08	\$ 1,765.15	\$ -	\$ -	\$ 6,472.24						
4	14504342057	BRYAN FAIRFIELD INN	\$ 432,630.39	\$ 3,314.91	\$ 429,315.48	\$ 8,586.31	\$ 3,219.87	\$ -	\$ -	\$ 11,806.17						
5	32050183915	COUNTRY STAR B&B - Game Day Housing	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 30.00	\$ -	\$ -	\$ -	\$ 41.25						
6	32037591867	HILTON GARDEN INN	\$ 255,451.42	\$ 13,013.07	\$ 242,438.35	\$ 4,848.77	\$ 1,818.29	\$ -	\$ -	\$ 6,667.05						
7	17430092365	LA SALLE HOTEL	\$ 200,573.03	\$ 25,338.48	\$ 175,234.55	\$ 3,504.69	\$ 1,314.26	\$ -	\$ -	\$ 4,818.95						
8	32048289600	QUALITY INN - BRYAN - AURORA	\$ 450,857.26	\$ 7,167.76	\$ 443,689.50	\$ 8,873.79	\$ 3,327.67	\$ -	\$ -	\$ 12,201.46						
9	19531249654	UNIVERSITY INN (Travelodge)	\$ 128,977.37	\$ 2,615.56	\$ 126,361.81	\$ 2,527.24	\$ 947.71	\$ -	\$ -	\$ 3,474.96						
10	32045055913	VALUE PLACE	\$ 288,510.09	\$ 153,567.42	\$ 134,942.67	\$ 2,698.85	\$ 1,012.07	\$ -	\$ -	\$ 3,710.92						
		SUB-TOTAL	\$ 2,985,663.75	\$ 255,003.96	\$ 2,730,659.79	\$ 54,613.20	\$ -	\$ -	\$ -	\$ 75,093.14						
11	Q/E	Quarterly														
12	32038810209	ABIGAIL'S TREEHOUSE	\$ 22,336.88	\$ 1,023.00	\$ 21,313.88	\$ 426.28	\$ -	\$ -	\$ -	\$ 586.13						
13	629095765	Andrew Klizer - 3909 Tanglewood - Game Day Housing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
14	32044150996	BENCHLEY'S BUNKHOUSE	\$ 480.90	\$ -	\$ 480.90	\$ 9.62	\$ 3.61	\$ -	\$ -	\$ 13.23						
15	32013371391	CASA LOMA MOTEL	\$ 42,886.75	\$ 33,382.93	\$ 9,503.82	\$ 190.08	\$ 71.28	\$ -	\$ -	\$ 261.37						
16	32040307566	CLARY HOUSE (THE)	\$ 7,953.10	\$ -	\$ 7,953.10	\$ 159.06	\$ 59.65	\$ -	\$ -	\$ 218.71						
17	32017029110	COUNTRY ROADS BED & BREAKFAST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
18	32017044333	EL CAMINO MOTEL	\$ 25,912.74	\$ -	\$ 25,912.74	\$ 518.25	\$ 194.35	\$ -	\$ -	\$ 712.60						
19	32013371391	HOLIDAY PLAZA MOTEL	\$ 47,813.82	\$ 30,058.28	\$ 17,755.54	\$ 355.11	\$ 133.17	\$ -	\$ -	\$ 488.29						
20	32033701064	LINK HOUSE (THE) - Enterprise Concepts Inc	\$ 5,335.00	\$ -	\$ 5,335.00	\$ 106.70	\$ 40.01	\$ -	\$ -	\$ 146.71						
21	17603861992	MESSINA HOF WINE CELLARS INC	\$ 63,853.59	\$ 579.00	\$ 63,274.59	\$ 1,265.49	\$ 474.56	\$ -	\$ -	\$ 1,740.06						
22	32051796509	Michael Alexander - Game Day Housing	\$ 1,900.00	\$ -	\$ 1,900.00	\$ 38.00	\$ -	\$ -	\$ -	\$ 38.00						
23	455-91-3265	Michelle Saragosa - 515 Wayside - Game Day Housing	\$ 1,440.00	\$ -	\$ 1,440.00	\$ 28.80	\$ 10.80	\$ -	\$ -	\$ 39.60						
24	742983263	MILTON PARKER HOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
25	17429829108	RELAX INN	\$ 146,711.51	\$ 38,142.38	\$ 108,569.13	\$ 2,171.39	\$ 814.27	\$ -	\$ -	\$ 2,985.66						
26	32017039093	RITCHEY RANCH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
27	32006477718	ROSS KING - Game Day Housing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
28	17465188294	TEMPORARY HOUSING - Game Day Housing	\$ 1,950.00	\$ -	\$ 1,950.00	\$ 39.00	\$ 14.63	\$ -	\$ -	\$ 53.63						
29	32020345560	TRADITIONS CLUB	\$ 121,948.42	\$ 2,916.75	\$ 119,031.67	\$ 2,380.63	\$ 892.74	\$ -	\$ -	\$ 3,273.37						
30	32020345560	VICTORY ROSE BED AND BREAKFAST	\$ 2,485.00	\$ 165.00	\$ 2,320.00	\$ 46.40	\$ 17.40	\$ -	\$ -	\$ 63.80						
		SUB-TOTAL	\$ 5,265.33	\$ -	\$ 5,265.33	\$ 105.31	\$ 39.49	\$ -	\$ -	\$ 144.80						
		TOTAL	\$ 498,273.04	\$ 106,267.34	\$ 392,005.70	\$ 7,840.12	\$ 2,925.79	\$ -	\$ -	\$ 10,765.96						
		TOTAL	\$ 3,483,936.79	\$ 361,271.30	\$ 3,122,665.49	\$ 62,453.32	\$ 23,405.74	\$ -	\$ -	\$ 85,859.10						

CITY OF COLLEGE STATION		Monthly	Gross Rcpts	Tax Exemptions Claimed	Total Taxable Receipts	Amount of 2% Tax	Amount of 7.5% Tax	Penalty @ 5%	Adjustments Due	Total Amount Paid
31	12009320537	COMFORT SUITES - Aggeland (TINWOODS)	\$ 320,333.14	\$ 7,012.88	\$ 313,320.26	\$ 6,266.41	\$ 2,349.90	\$ -	\$ -	\$ 8,616.31
32	12025695540	COMFORT SUITES-University Drive	\$ 451,509.43	\$ 7,688.71	\$ 443,820.72	\$ 8,876.41	\$ 3,328.66	\$ -	\$ -	\$ 12,205.07
33	261555360	COUNTRY INN & SUITES	\$ 433,277.90	\$ 8,547.00	\$ 424,730.90	\$ 8,494.62	\$ 3,185.48	\$ -	\$ -	\$ 11,680.10
34	16113673609	COURTYARD BY MARRIOTT	\$ 823,982.94	\$ 8,848.55	\$ 815,134.39	\$ 16,302.69	\$ 6,113.51	\$ -	\$ -	\$ 22,416.19
35	17426558817	DAYS INN (OVIVI)	\$ 271,448.05	\$ 6,339.33	\$ 265,108.72	\$ 5,302.17	\$ 1,988.32	\$ -	\$ -	\$ 7,290.49
36	32007499646	ECONOLOGDE /INN @ CHIMNEY HILL	\$ 320,927.76	\$ 8,667.89	\$ 312,259.87	\$ 6,245.20	\$ 2,341.95	\$ -	\$ -	\$ 8,587.14
37	12038597329	EZ TRAVEL INN	\$ 181,172.43	\$ 30,525.00	\$ 150,647.43	\$ 3,012.95	\$ 1,293.86	\$ -	\$ -	\$ 4,142.79
38	32042894819	FOUR POINTS BY SHERATON	\$ 550,674.72	\$ 11,088.54	\$ 539,586.18	\$ 10,791.72	\$ 4,046.90	\$ -	\$ -	\$ 14,838.62
39	12000910716	HAMPTON INN & SUITES	\$ 680,368.06	\$ 8,883.22	\$ 671,484.84	\$ 13,429.70	\$ 5,035.14	\$ -	\$ -	\$ 18,465.83
40	16218350623	HAMPTON INN-COLLEGE STATION (W2007 EQI CS)	\$ 905,469.72	\$ 67,438.21	\$ 838,031.51	\$ 16,760.63	\$ 6,285.24	\$ -	\$ -	\$ 23,045.87
41	32019682510	HAWTHORN SUITES	\$ 594,771.17	\$ 22,264.90	\$ 572,506.27	\$ 11,450.07	\$ 4,293.77	\$ -	\$ -	\$ 15,743.84
42	18707350692	HILTON COLLEGE STATION	\$ 2,964,089.98	\$ 37,160.00	\$ 2,926,929.98	\$ 58,538.60	\$ 21,951.97	\$ -	\$ -	\$ 80,490.58
43	12003226284	HOLIDAY INN & SUITES AGGELAND (LIBERTY)	\$ 900,568.54	\$ 16,617.21	\$ 883,951.33	\$ 17,679.03	\$ 6,529.63	\$ -	\$ -	\$ 24,308.65
44	17429407145	HOLIDAY INN EXPRESS INN & SUITES (RAZI)	\$ 752,660.73	\$ 11,041.84	\$ 741,618.89	\$ 14,832.38	\$ 5,562.14	\$ -	\$ -	\$ 20,394.53
45	19001765981	HOMEWOOD SUITES BY HILTON	\$ 574,336.11	\$ 135,197.00	\$ 439,139.11	\$ 8,782.78	\$ 3,293.54	\$ -	\$ -	\$ 12,076.32
46	17427125673	HOWARD JOHNSON EXPRESS	\$ 206,419.22	\$ 5,176.14	\$ 201,243.08	\$ 4,024.86	\$ 1,509.32	\$ -	\$ -	\$ 5,534.18
47	32018645815	HYATT PLACE	\$ 767,935.50	\$ 7,179.86	\$ 760,655.64	\$ 15,213.11	\$ 5,704.92	\$ -	\$ -	\$ 20,918.03
48	12011662835	KNIGHTS INN	\$ 253,375.08	\$ 8,286.46	\$ 245,088.62	\$ 4,901.77	\$ 1,838.16	\$ -	\$ -	\$ 6,739.95
49	12040439692	LA QUINTA INN #539	\$ 839,016.17	\$ 19,703.22	\$ 819,312.95	\$ 16,386.26	\$ 6,144.85	\$ -	\$ -	\$ 22,531.11
50	12631615684	MANOR INN (CSTX Hotels)	\$ 377,040.70	\$ 13,783.26	\$ 363,257.44	\$ 7,264.15	\$ 2,724.05	\$ -	\$ -	\$ 9,988.21
51	17701164877	MOTEL 6 #362 (66 Hospitality)	\$ 206,775.28	\$ 28,678.62	\$ 178,096.66	\$ 3,561.93	\$ 1,335.72	\$ -	\$ -	\$ 4,897.66
52		NATIONAL CORPORATE HOUSING	\$ 1,566.00	\$ 1,445.00	\$ 121.00	\$ 2.42	\$ -	\$ -	\$ -	\$ 2.42
53	32018552169	QUALITY INN / SUITES	\$ 228,717.09	\$ -	\$ 228,717.09	\$ 4,574.34	\$ 723.53	\$ -	\$ -	\$ 5,297.87
54	32036722208	RAMADA INN (New @ Earl Rudder)	\$ 377,914.31	\$ 9,252.12	\$ 368,662.19	\$ 7,373.24	\$ 2,764.97	\$ -	\$ -	\$ 10,138.22
55	12058696969	RESIDENCE INN BY MARRIOTT	\$ 650,827.04	\$ 73,200.02	\$ 577,627.02	\$ 11,552.54	\$ 4,332.30	\$ -	\$ -	\$ 15,884.75
56	15623443997	SUPER 8 MOTEL	\$ 245,877.03	\$ 5,293.10	\$ 240,583.93	\$ 4,811.68	\$ 1,804.38	\$ -	\$ -	\$ 6,616.06
57	12024354537	TOWNPLACE SUITES B/C/S	\$ 634,327.00	\$ 45,535.10	\$ 588,791.90	\$ 11,775.84	\$ 4,415.94	\$ -	\$ -	\$ 16,191.78
58	17426218099	VINEYARD COURT EXECUTIVE SUITE	\$ 187,151.71	\$ 49,049.17	\$ 138,102.54	\$ 2,762.05	\$ 1,035.77	\$ -	\$ -	\$ 3,797.82
SUB-TOTAL			\$ 15,702,432.81	\$ 653,902.35	\$ 15,048,530.46	\$ 300,969.55	\$ 111,870.82	\$ -	\$ -	\$ 412,840.40

Preferred Facilities Access Agreement

Texas A&M University ("Texas A&M"), a member of The Texas A&M University System (the "System"), and the Bryan/College Station Convention and Visitors' Bureau, a Texas nonprofit corporation ("CVB"), enter into this Agreement effective Sept. 1, 2013 (the "Effective Date"). The parties agree as follows:

1. **Purpose.** Texas A&M and CVB enter into this Agreement to secure for CVB or its designee preferred access to certain Texas A&M facilities at preferred rates for the purpose of promoting tourism and the convention and hotel industry in Brazos County. Both parties recognize that the payment received by Texas A&M from CVB pursuant to this Agreement will be used to fund the renovation of Texas A&M's Kyle Field, a stadium located within College Station and Brazos County and owned by Texas A&M.
2. **Definitions.** For purposes of this Agreement, the following definitions apply:
 - 2.1 "Facilities" means the following Texas A&M facilities:
 - (a) Reed Arena;
 - (b) The Memorial Student Center;
 - (c) The Penberthy Rec Sports Complex;
 - (d) The Zone Club, and any new entertainment facilities added to Kyle Field, subject to the parties' agreement on appropriate amendments to Schedule A to account for any such new facilities;
 - (e) The J. Earl Rudder Conference and Events Center; and
 - (f) The Rudder Theatre Complex.
 - 2.2 "County Hotel Occupancy Tax" means the portion of the hotel occupancy tax imposed by Brazos County that is 0.75% of the price paid for a room in a hotel, as authorized under Texas Tax Code Section 352.003, as amended by the 83rd Texas Legislature.
 - 2.3 "County Hotel Occupancy Tax Revenue" means the portion of the hotel occupancy tax collected by Brazos County that is derived from the County Hotel Occupancy Tax.
 - 2.4 "City Hotel Occupancy Tax Revenue" means the gross monies collected and received by the City of College Station as municipal hotel occupancy tax pursuant to Texas Tax Code sec. 351.003 and paid to CVB pursuant to the separate funding agreement between the City of College Station and CVB attached as Exhibit 1.
 - 2.5 "Minimum Annual Consideration" means the following:
 - (a) For Years 1, 2, and 3: \$1,000,000;
 - (b) For Years 4, 5, and 6: \$1,200,000; and
 - (c) For each remaining Year: \$1,225,000.Minimum Annual Consideration will be prorated for any Year that is less than 12 months.
 - 2.6 "Operating Cost" means the cost for CVB to use a particular Facility as provided in Schedule A, and includes daily operating costs but does not include capital costs.

2.7 "Revenue Financing System" means The Texas A&M University System Revenue Financing System.

2.8 "Schedule A" establishes those Facilities available to the CVB under this Agreement and sets out the rate of Facility rental to be charged the CVB Client, as well as charges for staff, equipment and furnishings, catering and other charges. Schedule A is attached and incorporated herein by reference for all purposes.

2.9 "Year" means the 12-month period ending on December 31, or any stub period at the commencement or termination of this Agreement.

3. **Contingency.** This Agreement is contingent upon the passage of legislation by the 83rd Texas Legislature authorizing an increase in the Brazos County hotel occupancy tax from 2.0% to 2.75%. If such legislation is not passed, this Agreement is null and void.

4. **Preferred Facility Scheduling and Use.**

4.1 Scheduling

- (a) Texas A&M shall accept reservations for use of the Facilities by CVB that:
 - (1) Fall within the time periods that the Facility is designated as available in Schedule A; and
 - (2) Are made at least one year prior to the date CVB or its designee proposes to use a Facility. CVB and its designee are not precluded from requesting reservations for less than one year in advance, and Texas A&M shall reasonably cooperate with CVB to accommodate such requests.
- (b) Texas A&M may designate by written notice to CVB additional time periods during which each Facility is unavailable due to maintenance or renovation requirements not reasonably anticipated earlier. Texas A&M shall use commercially reasonable efforts to make any such Facility available as soon as practicable after the maintenance or renovation is completed.
- (c) Texas A&M may revise the available dates for each Facility once per Year effective upon written notice to CVB but such changes may not result in a net decrease in the number of available dates for each Facility without the written approval of CVB or result in cancellation of a previously booked event.
- (d) The parties shall review the list of Facilities every five years and agree in writing to any revisions to the list. In addition to the five year review, in the event Texas A&M increases the Operating Costs, CVB may request changes to the list of Facilities subject to Texas A&M's approval, which will not be unreasonably withheld.

4.2 Facility use

- (a) CVB or its designee shall pay to Texas A&M the Operating Costs associated with a Facility when a Facility is used under this Agreement in accordance with Schedule A, providing an appropriate down payment at no time will the deposit be greater than 25% of the estimated fee, in advance under applicable Texas A&M policies. The parties acknowledge that CVB's payment may be made using City Hotel Occupancy Tax Revenue. The Facility rental rate component of the Operating Cost for the use of any Facility financed, constructed, operated, maintained, or improved by student recreational sports fees under Texas Education Code Section 54.539 will equal the fee charged by Texas A&M to its students. Texas A&M may revise the Operating Costs once per Year effective upon written notice to CVB, but

only as necessary to cover increases in Texas A&M's operating costs of the Facilities provided that CVB will continue to receive rates more favorable than those offered to the general public consistent with Schedule A in effect prior to any increase in Operating Costs. Texas A&M shall provide documentation to CVB of the Operating Cost increases to justify any increases in the Operating Costs to be charged to CVB, including, upon request, Texas A&M's periodic cost studies of the Facilities. CVB shall have the right to conduct its own cost study of the Facilities and Texas A&M shall reasonably cooperate with such study.

(b) Use of each Facility by CVB is contingent upon CVB, or its designee, and Texas A&M entering into a facility use/rental agreement for such use containing reasonable and customary business terms specific to the particular use and Facility not less than three months after the reservation of a Facility by CVB, or its designee. To the extent that the terms of any such facility use/rental agreement conflict with the terms of this Agreement, this Agreement will control.

(c) CVB shall have the use of certain parking facilities on the Texas A&M campus in association with events at Facilities scheduled under this Agreement, pursuant to that certain Memorandum of Understanding between the CVB and Texas A&M University Transportation Services dated May 14, 2013, which is attached as Schedule B and incorporated herein by reference for all purposes.

4.3 The covenants to support and preserve the federal income tax exemption of the interest on obligations issued or incurred pursuant to the Revenue Financing System are incorporated by reference into this Agreement, and the use of the Facilities is subject to such covenants. In addition, Texas A&M may suspend CVB's right to use a Facility and require the renegotiation of applicable provisions of this Article 4 to the extent that Texas A&M reasonably believes the use may result in a determination of "private business use" under the Tax Reform Act of 1986 (26 U.S.C. §141(b) *et seq.*) that may cause any bonds used to finance a Facility to lose their tax-exempt status; provided, however, that such renegotiations shall preserve the proper use of City Hotel Occupancy Tax Revenue pursuant to Chapter 351 of the Texas Tax Code and shall include increased access to other Facilities to offset any such suspension, until the private business use issue for the suspended Facility is resolved.

4.4 The Parties acknowledge that in addition to the preferred access and rates for the rental of the Facilities, which the CVB is to receive for its Minimum Annual Consideration, Texas A&M shall cooperate with CVB and its designees in a timely and efficient manner to facilitate the use of the Facilities, subject to the limitations set forth herein, and shall consider reasonable contractual accommodations requested by CVB consistent with industry standards, consistent with applicable Texas A&M policies and regulations regarding rental of the Facilities, and giving special consideration to the unique needs and circumstances of CVB and its designees in light of the funding provided to Texas A&M by CVB under this Agreement, so as to encourage the use of the Facilities and not discourage the same. Such cooperation is a necessary and important component of the consideration for this Agreement in order to accomplish the purpose of CVB and ensure the appropriate use of City and County Hotel Occupancy Tax Revenue to promote tourism in Brazos County. Texas A&M shall cooperate with CVB in scheduling and providing access to the Facilities, but is not responsible for marketing or otherwise promoting of the Facilities or their use by the CVB or its designees under this Agreement.

5. Minimum Annual Consideration.

5.1 The Minimum Annual Consideration shall be paid to Texas A&M as follows:

(a) Texas A&M shall submit to CVB, within 30 days of Texas A&M's receipt of the final quarterly payment from Brazos County of County Hotel Occupancy Tax Revenue for each Year, a report of the total County Hotel Occupancy Tax Revenue received by Texas A&M for the Year.

(b) If the County Hotel Occupancy Tax Revenue received by Texas A&M for a Year does not equal or exceed the Minimum Annual Consideration, Texas A&M shall notify CVB of the shortfall, and CVB shall pay Texas A&M an amount equal to the difference between the Minimum Annual Consideration and the County Hotel Occupancy Tax Revenue for the Year. CVB shall make such payment to Texas A&M within 40 days of its receipt of the notice from Texas A&M described in the immediately preceding sentence. The parties acknowledge that CVB shall make such payment from funds provided to CVB by the City of College Station using City Hotel Occupancy Tax Revenue. The parties further acknowledge that City Hotel Occupancy Tax Revenue paid to CVB and in turn to Texas A&M as provided above will be paid as consideration for securing preferred access to Facilities as set out in this Agreement.

(c) Texas A&M shall use the funds it receives under this Agreement to renovate Kyle Field and increase seating capacity significantly, and shall administer the renovation in a manner that maintains home games at Kyle Field during construction; provided that the parties acknowledge and agree that home games against the University of Arkansas will be played at Cowboys Stadium in Arlington, Texas until the expiration of the current agreement among Texas A&M, University of Arkansas and the Dallas Cowboys.

(d) Texas A&M may suspend CVB's access to the Facilities if the amounts specified in this Article 5 are not paid within 30 days of the due dates. Any suspension shall be lifted and eliminated when past due amounts are paid by CVB.

6. Recognition. Texas A&M shall acknowledge the cooperation and support of the City of College Station in a manner consistent with the recognition afforded donors to the Kyle Field renovation project who have provided similar levels of support for the project.

7. Term

7.1 This Agreement commences on the Effective Date and terminates on the 30th anniversary of the date that the System issues its first series of bonds to finance the renovation of Kyle Field, provided that the System issues such bonds no later than 24 months after the Effective Date. If System fails to issue such bonds within 24 months after the Effective Date then this Agreement will terminate on the 30th anniversary of the Effective Date.

7.2 All payment obligations accruing before the termination of this Agreement will survive the termination of this Agreement.

8. Dispute Resolution. CVB shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by CVB that cannot

be resolved in the ordinary course of business. CVB shall submit written notice of a claim of breach of contract under this chapter to the President of Texas A&M University, who shall examine CVB's claim and any counterclaim and negotiate with CVB in an effort to resolve the claim.

9. General Provisions

9.1 Each party shall excuse any breach of this Agreement by another which is proximately caused by government regulation, other regulatory authority, war, strike, act of God, or other similar circumstance normally outside the control of well-managed businesses, provided that the breaching party makes diligent efforts to expeditiously remedy the breach and such continued performance does not violate state law or a court order.

9.2 Any notices required or permitted under this Agreement, including Facility reservations, will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

- (a) Texas A&M University
Attn: President, Texas A&M University
Rudder Tower, 8th Floor
College Station, TX 77843-1181
Phone: 979-862-7777
Fax: 979-862-7778
Email: president@tamu.edu

- (b) Bryan/College Station Convention and Visitors' Bureau
Attn: Executive Director
715 University Drive
College Station, Texas 77840
Phone: 979-260-9898
Fax: 979-260-9800
Email: Shannon@bcscvb.org

9.3 The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates.

9.4 This Agreement does not create a partnership or joint venture between the parties and no party may obligate or bind the others in any manner.

9.5 Any pecuniary obligation of Texas A&M (or the System) arising hereunder is subject to the prior lien and pledge securing the obligations issued pursuant to the Revenue Financing System.

9.6 This Agreement, with the rights and privileges it creates, is assignable only with the written consent of all of the parties.

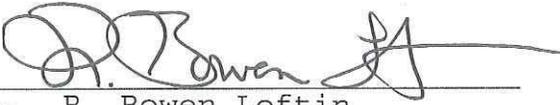
9.7 Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

9.8 This Agreement contains the entire understanding of the parties with respect to the matters contained in this Agreement, and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not change or alter this Agreement unless expressly stated in writing.

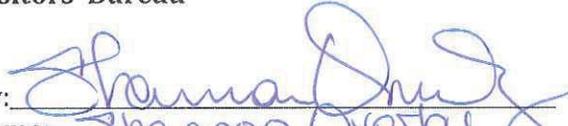
9.9 This Agreement may be signed in counterparts each one of which is considered an original but all of which constitute a single instrument.

The parties have executed this Agreement on the date(s) written below.

Texas A&M University

By: 
Name: R. Bowen Loftin
Title: President
Date: Aug. 20, 2013

Bryan/College Station Convention and Visitors' Bureau

By: 
Name: Shannon Overby
Title: President
Date: Aug 20, 2013



Legislation Details (With Text)

File #:	14-357	Version:	1	Name:	Emergency Management Plan
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	3/28/2014	In control:		In control:	City Council Regular
On agenda:	4/10/2014	Final action:		Final action:	
Title:	Presentation, possible action and discussion regarding the approval of a resolution approving the Emergency Management Plan, dated April 2014.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Basic Plan - 2014.pdf EMP Res 3-31-14.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding the approval of a resolution approving the Emergency Management Plan, dated April 2014.

This Basic Plan outlines our approach to emergency operations, and is applicable to the County and Cities. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official(s) and other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our mitigation, preparedness, response, and recovery efforts.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Sustainable City

Recommendation(s):

Staff recommends approval of the resolution.

Budget & Financial Summary:

N/A

Attachments:

Resolution

Emergency Management Plan

EMERGENCY MANAGEMENT PLAN

FOR

**BRAZOS COUNTY, TEXAS A&M
UNIVERSITY AND THE CITIES OF
BRYAN, COLLEGE STATION, KURTEN
AND WIXON VALLEY**

APRIL 2014

APPROVAL & IMPLEMENTATION

The Brazos County Interjurisdictional Emergency Management Plan

This emergency management plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

County Judge, Brazos County

Date

Mayor, City of Bryan

Date

Mayor, City of College Station

Date

Mayor, City of Kurten

Date

Mayor, City of Wixon Valley

Date

V.P for Facilities, Texas A&M University

Date

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BASIC PLAN

I. AUTHORITY

A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive. *HSPD-5*, Management of Domestic Incidents
7. Homeland Security Presidential Directive, *HSPD-3*, Homeland Security Advisory System
8. National Incident Management System
9. National Response Plan
10. National Strategy for Homeland Security, July 2002
11. Nuclear/Radiological Incident Annex of the National Response Plan

B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Executive Order of the Governor Relating to Emergency Management
7. Executive Order of the Governor Relating to the National Incident Management System
8. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
9. *The Texas Homeland Security Strategic Plan*, Parts I and II, December 15, 2003
10. *The Texas Homeland Security Strategic Plan*, Part III, February 2004

C. Local

1. College Station City Ordinance # 3180, dated May 18, 2009.
2. Bryan City Ordinance # 621, dated August 11, 1986.
3. Wixon Valley City Ordinance # 108, dated August 7, 1987.
4. Kurten City Ordinance #11, dated March 27, 2003
5. Brazos County Commissioner's Court Order dated October 8, 1984.
6. Interjurisdictional Joint Resolution # 9-25-97-6-b among the County of Brazos and the Cities of College Station, Bryan, Kurten and Wixon Valley dated August 15, 1997; and September 16, 2003.
7. Inter-local Agreements & Contracts. See the summary in Attachment 6.

II. PURPOSE

This Basic Plan outlines our approach to emergency operations, and is applicable to the County and Cities. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official(s) and other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our mitigation, preparedness, response, and recovery efforts.

III. EXPLANATION OF TERMS

A. Acronyms

AAR	After Action Report
ARC	American Red Cross
CFR	Code of Federal Regulations
DDC	Disaster District Committee
DHS	Department of Homeland Security
EMC	Emergency Management Coordinator
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency
Hazmat	Hazardous Material
HSPD-5	Homeland Security Presidential Directive 5
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
NIMS	National Incident Management System
NRF	National Response Framework
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SOGs	Standard Operating Guidelines
SOC	State Operations Center
TRRN	Texas Regional Response Network
TSA	The Salvation Army

B. Definitions

1. Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and

priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.

2. Disaster District. Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.
3. Disaster District Committee. The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.
4. Emergency Operations Center. Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.
5. Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster.
6. Emergency Situations. As used in this plan, this term is intended to describe a *range* of occurrences, from a minor incident to a catastrophic disaster. It includes the following:
 - a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:
 - 1) Involves a limited area and/or limited population.
 - 2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
 - 3) Warning and public instructions are provided in the immediate area, not community-wide.
 - 4) One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
 - 5) May require limited external assistance from other local response agencies or contractors.
 - 6) For the purposes of the NRP, incidents include the full range of occurrences that require an emergency response to protect life or property.
 - b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
 - 1) Involves a large area, significant population, or important facilities.
 - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) May require community-wide warning and public instructions.
 - 4) Requires a sizable multi-agency response operating under an incident commander.

- 5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
 - 6) The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
 - 7) For the purposes of the NRP, an emergency (as defined by the Stafford Act) is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States.”
- c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:
- 1) Involves a large area, a sizable population, and/or important facilities.
 - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) Requires community-wide warning and public instructions.
 - 4) Requires a response by all local response agencies operating under one or more incident commanders.
 - 5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
 - 6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
 - 7) For the purposes of the NRP, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.
- d. Catastrophic Incident. For the purposes of the NRP, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time, and would immediately overwhelm local and state capabilities. All catastrophic incidents are *Incidents of National Significance*.
7. Hazard Analysis. A document, published separately from this plan, that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
 8. Hazardous Material (Hazmat). A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed (Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances).

9. Incident of National Significance. An actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of federal, state, local, tribal, nongovernmental, and/or private sector entities in order to save lives and minimize damage, and provide the basis for long-term communication recovery and mitigation activities.
10. Inter-local agreements. Arrangements between governments and/or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.
11. Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
12. Standard Operating Guidelines. Approved methods for accomplishing a task or set of tasks. SOGs are typically prepared at the department or agency level.

IV. SITUATION AND ASSUMPTIONS

A. Situation

Brazos County is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of our major hazards is provided in Figure 1. More detailed information is provided in our Hazard Analysis, published separately.

Figure 1
HAZARD SUMMARY

Hazard Type:	Likelihood of Occurrence*	Estimated Impact on Public Health & Safety			Estimated Impact on Property		
		Limited	Moderate	Major	Limited	Moderate	Major
<i>Natural</i>							
Drought	LIKELY	MODERATE			MODERATE		
Earthquake	UNLIKELY	LIMITED			LIMITED		
Flash Flooding	LIKELY	MODERATE			MODERATE		
Flooding (river)	LIKELY	MODERATE			MODERATE		
Hurricane	OCCASIONAL	LIMITED			LIMITED		
Subsidence	UNLIKELY	LIMITED			LIMITED		
Tornado	LIKELY	MAJOR			MAJOR		
Wildfire	LIKELY	MODERATE			MODERATE		
Winter Storm	LIKELY	MODERATE			MODERATE		
<i>Technological</i>							
Dam Failure	OCCASIONAL	MODERATE			MODERATE		
Energy/Fuel Shortage	OCCASIONAL	MODERATE			LIMITED		
Hazmat/Oil Spill (fixed site)	OCCASIONAL	MODERATE			MODERATE		

Hazmat/Oil Spill (transport)	LIKELY	MODERATE	MODERATE
Major Structural Fire	HIGHLY LIKELY	MODERATE	MAJOR
Nuclear Facility Incident	UNLIKELY	MODERATE	MODERATE
Water System Failure	OCCASIONAL	MODERATE	MODERATE
Electrical System Failure	LIKELY	MODERATE	MODERATE
<i>Security</i>			
Civil Disorder	UNLIKELY	MODERATE	MODERATE
Enemy Military Attack	UNLIKELY	MAJOR	MAJOR
Terrorism	UNLIKELY	MAJOR	MAJOR
* Likelihood of Occurrence: Unlikely, Occasional, Likely, or Highly Likely			

B. Assumptions

1. Brazos County will continue to be exposed to and subject to the impact of the hazards described above and as well as lesser hazards and others that may develop in the future.
2. It is possible for a major disaster to occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
3. Outside assistance will be available in most emergency situations, affecting our county. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.
4. Proper mitigation actions, such as floodplain management and fire inspections and building inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

V. CONCEPT OF OPERATIONS

A. Objectives

The objectives of our emergency management program are to protect public health and safety and preserve public and private property.

B. General

1. It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community.
2. It is impossible for government to do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves

and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.

3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.
4. To achieve our objectives, we have organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.
5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, the warning annex addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.
6. Departments and agencies tasked in this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place.
7. This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.
8. We have adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows us to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.
9. This plan, in accordance with the National Response Framework (NRF), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of National Significance, as defined in HSPD-5, we will integrate all operations with all

levels of government, private sector, and nongovernmental organizations through the use of NRF coordinating structures, processes, and protocols.

C. Operational Guidance

We will employ the six components of the NIMS in all operations, which will provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details of the NIMS.

1. Initial Response. Our emergency responders are likely to be the first on the scene of an emergency situation. They will normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They will seek guidance and direction from our local officials and seek technical assistance from state and federal agencies and industry where appropriate.
2. Implementation of ICS
 - a. The first local emergency responder to arrive at the scene of an emergency situation will implement the incident command system and serve as the incident commander until relieved by a more senior or more qualified individual. The incident commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.
 - b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes more clearly and a specific impact site (or sites) identified, an incident command post may be established, and direction and control of the response transitioned to the Incident Commander.
3. Source and Use of Resources.
 - a. We will use our own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. §418.102 of the Government Code provides that the county should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, we will:
 - 1) Summon those resources available to us pursuant to inter-local agreements. See Attachment 6 to this plan, which summarizes the inter-local agreements and identifies the officials authorized to request those resources.
 - 2) Summon emergency service resources that we have contracted for. See Attachment 6.
 - 3) Request assistance from volunteer groups active in disasters.
 - 4) Request assistance from industry or individuals who have resources needed to deal with the emergency situation.

- b. When external agencies respond to an emergency situation within our jurisdiction, we expect them to conform to the guidance and direction provided by our incident commander, which will be in accordance with the NIMS.

D. Incident Command System (ICS)

1. We intend to employ ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.
2. The incident commander is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the incident commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.
3. An incident commander using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through their own department or agency.
4. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified and Area Commands.

E. ICS - EOC Interface

1. For major emergencies and disasters, the Emergency Operations Center (EOC) will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.
2. The incident commander is generally responsible for field operations, including:
 - a. Isolating the scene.
 - b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
 - c. Warning the population in the area of the incident and providing emergency instructions/information to them.
 - d. Determining and implementing protective measures (evacuation or shelter-in-place) for the population in the immediate area of the incident and for emergency responders at the scene.

- e. Implementing traffic control arrangements in and around the incident scene.
 - f. Requesting additional resources from the EOC.
3. The EOC is generally responsible for:
- a. Providing resource support for the incident command operations.
 - b. Issuing community-wide warning.
 - c. Issuing instructions and providing information to the general public.
 - d. Organizing and implementing large-scale evacuation.
 - e. Organizing and implementing shelter and mass care arrangements for evacuees.
 - f. Coordinating traffic control for large-scale evacuations.
 - g. Requesting assistance from the State and other external sources.
4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the EOC.

F. State, Federal & Other Assistance

1. State & Federal Assistance

- a. If local resources are inadequate to deal with an emergency situation, we will request assistance from the State. State assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance.
- b. Requests for state assistance should be made to the Disaster District Committee (DDC) Chairperson, who is located at the Department of Public Safety District Office in Bryan, TX. See Appendix 3 to Annex M, Resource Management, for a form that can be used to request state assistance. In essence, state emergency assistance to local governments begins at the DDC level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. A request for state assistance must be made by the chief elected official (the County Judge/Mayor(s)) and may be made by telephone, fax, or teletype. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. Use of National Guard resources requires approval of the Governor.
- c. The Disaster District staff will forward requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) in Austin for action.

2. Other Assistance

- a. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number

of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).

- b. For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide assistance to states and local governments. The *National Response Framework (NRF)* describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. The *Nuclear/Radiological Incident Annex of the NRF* addresses the federal response to major incidents involving radioactive materials.
- c. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. See Annex J, Recovery, for additional information on the assistance that may be available during disaster recovery.
- d. The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

G. Emergency Authorities

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.
2. Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the chief elected official, with a number of powers to control emergency situations. If necessary, we shall use these powers during emergency situations. These powers include:
 - a. Emergency Declaration. In the event of riot or civil disorder, the County Judge and/or Mayor(s) may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. Use of the emergency declaration is explained in Annex U, Legal.
 - b. Disaster Declaration. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the County Judge and/or Mayor(s) may by executive order or proclamation declare a local state of disaster. The County Judge and/or Mayor(s) may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted the Governor in the Texas Disaster Act on an appropriate local scale in order to cope with the disaster. These powers include:
 - 1) Suspending procedural laws and rules to facilitate a timely response.
 - 2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.

- 3) Restricting the movement of people and occupancy of premises.
- 4) Prohibiting the sale or transportation of certain substances.
- 5) Implementing price controls.

A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance. See Annex U, Legal, for further information on disaster declarations and procedures for invoking emergency powers.

- c. Authority for Evacuations. State law provides a county judge or mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

H. Actions by Phases of Emergency Management

1. This plan addresses emergency actions that are conducted during all four phases of emergency management.

- a. Mitigation

We will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Our mitigation program is outlined in Annex P, Mitigation.

- b. Preparedness

We will conduct preparedness activities to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in our emergency management program are:

- 1) Providing emergency equipment and facilities.
- 2) Emergency planning, including maintaining this plan, its annexes, and appropriate SOGs.
- 3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- 4) Conducting periodic drills and exercises to test our plans and training.

- c. Response

We will respond to emergency situations effectively and efficiently. The focus of most of this plan and its annexes is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning,

emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

d. Recovery

If a disaster occurs, we will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in Annex J, Recovery.

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. General

Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergency situations, our normal organizational arrangements are modified to facilitate emergency operations. Our governmental organization for emergencies includes an executive group, emergency services group, and a support services group. Attachment 3 depicts our emergency organization.

2. Executive Group

The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Executive Group includes the County Judge, Mayor(s), City Manager(s), and Emergency Management Coordinator(s).

3. Emergency Services

Emergency Services include the Incident Commander and those departments, agencies, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

4. Emergency Support Services

This group includes departments and agencies that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

5. Volunteer and Other Services

This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

B. Assignment of Responsibilities

1. General

For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of local officials, department and agency heads, and other personnel.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. Additional specific responsibilities can be found in the functional annexes to this Basic Plan.

3. Executive Group Responsibilities

a. The County Judge and/or Mayor(s) will:

- 1) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
- 2) Monitor the emergency response during disaster situations and provides direction where appropriate.
- 3) With the assistance of the Public Information Officer and the Joint Information Center (JIC), keep the public informed during emergency situations.
- 4) With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
- 5) Request assistance from other local governments or the State when necessary
- 6) Direct activation of the EOC.

b. The County Judge, Mayor(s), City Manager(s) and EMC(s) will:

- 1) Implement the policies and decisions of the governing body relating to emergency management.

- 2) Organize the emergency management program and identifies personnel, equipment, and facility needs.
 - 3) Assign emergency management program tasks to departments and agencies.
 - 4) Ensure that departments and agencies participate in emergency planning, training, and exercise activities.
 - 5) Coordinate the operational response of local emergency services.
 - 6) Coordinate activation of the EOC and supervise its operation.
- c. The Emergency Management Coordinator(s) will:
- 1) Serve as the staff advisor to our County Judge, Mayor(s), and City Manager(s) on emergency management matters.
 - 2) Keep the County Judge, Mayor(s), and City Manager(s), as well as our governing body apprised of our preparedness status and emergency management needs.
 - 3) Coordinate local planning and preparedness activities and the maintenance of this plan.
 - 4) Prepare and maintain a resource inventory.
 - 5) Arrange appropriate training for local emergency management personnel and emergency responders.
 - 6) Coordinate periodic emergency exercises to test our plan and training.
 - 7) Manage the EOC, develop procedures for its operation, and conduct training for those who staff it.
 - 8) Activate the EOC when required.
 - 9) Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
 - 10) Coordinate with organized volunteer groups and businesses regarding emergency operations.

4. Common Responsibilities

All emergency services and support services will:

- a. Provide personnel, equipment, and supplies to support emergency operations upon request.
- b. Develop and maintain SOGs for emergency tasks.
- c. Provide trained personnel to staff the incident command post and EOC and conduct emergency operations.
- d. Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management and the T.R.R.N. database.
- e. Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.

5. Emergency Services Responsibilities

- a. The Incident Commander will:

- 1) Manage emergency response resources and operations at the incident site command post to resolve the emergency situation.
 - 2) Determine and implement required protective actions for response personnel and the public at an incident site.
- b. Warning.
- 1) Primary responsibility for this function is assigned to the Police Chief(s) and/or County Sheriff who, with assistance from the EMC(s), will prepare and maintain Annex A (Warning) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Receive information on emergency situations.
 - b) Alert key local officials of emergency situations.
 - c) Disseminate warning information and instructions to the public through available warning systems.
 - d) Disseminate warning and instructions to special facilities such as schools and hospitals.
- c. Communications.
- 1) Primary responsibility for this function is assigned to the Police Chief(s) and/or County Sheriff who, with assistance from the EMCs, will prepare and maintain Annex B (Communications) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Identify the communications systems available within the local area and determine the connectivity of those systems, and ensure their interoperability.
 - b) Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
 - c) Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.
- d. Radiological Protection.
- 1) Primary responsibility for this function is assigned to the Fire Chief(s) who, with assistance from the EMCs, will prepare and maintain Annex D (Radiological Protection) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Maintain inventory of radiological equipment.
 - b) Ensure response forces include personnel with current training in radiological monitoring and decontamination.
 - c) Respond to radiological incidents and terrorist incidents involving radiological materials.

- d) Make notification concerning radiological incidents to state and federal authorities.
- e. Evacuation.
 - 1) Primary responsibility for this function is assigned to the Police Chief(s) and/or Sheriff who, with assistance from the EMCs, will prepare and maintain Annex E (Evacuation) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Identify areas where an evacuation has occurred, or may in the future, and determine of population at risk.
 - b) Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
 - c) Develop simplified planning procedures for ad hoc evacuations.
 - d) Determine emergency public information requirements.
 - e) Perform evacuation planning for special needs facilities (schools, hospitals, nursing homes, and other institutions) and/or review plans prepared by the facility as requested.
- f. Firefighting.
 - 1) Primary responsibility for this function is assigned to the Fire Chief(s) who, with assistance from the EMCs, will prepare and maintain Annex F (Firefighting) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Fire prevention activities.
 - b) Fire detection and control.
 - c) Hazardous material and oil spill response.
 - d) Terrorist incident response.
 - e) Evacuation support.
 - f) Post-incident reconnaissance and damage assessment.
 - g) Fire safety inspection of temporary shelters.
 - h) Prepare and maintain fire resource inventory.
- g. Law Enforcement.
 - 1) Primary responsibility for this function is assigned to the Police Chief(s) and/or Sheriff who, with assistance from the EMCs, will prepare and maintain Annex G (Law Enforcement) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Maintenance of law and order.
 - b) Traffic control.
 - c) Terrorist incident response.

- d) Provision of security for vital facilities, evacuated areas, and shelters.
- e) Access control for damaged or contaminated areas.
- f) Warning support.
- g) Post-incident reconnaissance and damage assessment.
- h) Prepare and maintain law enforcement resource inventory.

h. Health and Medical Services.

- 1) Primary responsibility for this function is assigned to the Public Health Office, who with assistance from the EMCs, will prepare and maintain Annex H (Health & Medical Services) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate health and medical care and EMS support during emergency situations.
 - b) Public health information and education.
 - c) Inspection of food and water supplies.
 - d) Develop emergency public health regulations and orders.
 - e) Coordinate collection, identification, and interment of deceased victims.

i. Direction and Control.

- 1) Primary responsibility for this function is assigned to the County Judge and/or Mayor(s) and EMCs who will prepare and maintain Annex N (Direction & Control) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Direct and control our local operating forces.
 - b) Maintain coordination with neighboring jurisdictions and the Disaster District in Bryan, Texas.
 - c) Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.
 - d) Assigns representatives, by title, to report to the EOC and develops procedures for crisis training.
 - e) Develops and identifies the duties of the staff, use of displays and message forms, and procedures for EOC activation.
 - f) Coordinates the evacuation of areas at risk.

j. Hazardous Materials & Oil Spill.

- 1) The primary responsibility for this function is assigned to the Fire Chief(s) who, with assistance from the EMCs will prepare and maintain Annex Q (Hazardous Material & Oil Spill Response) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.

- b) Establish the hazmat incident functional areas (e.g., Hot Zone, Cool Zone, Cold Zone, etc.)
- c) Determine and implement requirements for personal protective equipment for emergency responders.
- d) Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOGs.
- e) Determine areas at risk and which public protective actions, if any, should be implemented.
- f) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
- g) Determines when affected areas may be safely reentered.

k. Search & Rescue.

- 1) The primary responsibility for this function is assigned to the Fire Chief(s) who, with assistance from the EMCs, will prepare and maintain Annex R (Search and Rescue) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and conduct search and rescue activities.
 - b) Identify requirements for specialized resources to support rescue operations.
 - c) Coordinate external technical assistance and equipment support for search and rescue operations.

l. Terrorist Incident Response.

- 1) Primary responsibility for this function is assigned to the Police Chief(s) and/or Sheriff who, with assistance from the EMCs, will prepare and maintain Annex V (Terrorist Incident Response) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
 - b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
 - c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
 - d) Ensure required notification of terrorist incidents is made to state and federal authorities.

6. Support Services Responsibilities

a. Shelter and Mass Care.

- 1) Primary responsibility for this function is assigned to the EMCs who will prepare and maintain Annex C (Shelter and Mass Care) to this plan and supporting SOGs.

- 2) Emergency tasks to be performed include:
 - a) Perform emergency shelter and mass care planning.
 - b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.
- b. Public Information.
 - 1) Primary responsibility for this function is assigned to the Chief Elected Officials and City and/or Texas A&M University Public Information Officers who, with assistance from the EMCs will prepare and maintain Annex I (Public Information) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Establish a Joint Information Center (JIC)
 - b) Conduct on-going hazard awareness and public education programs.
 - c) Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
 - d) Provide information to the media and the public during emergency situations.
 - e) Arrange for media briefings.
 - f) Compiles print and photo documentation of emergency situations.
- c. Recovery.
 - 1) Primary responsibility for this function is assigned to the EMCs and/or Finance Director(s) and Tax Assessor. The EMCs will prepare and maintain Annex J (Recovery) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
 - b) Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
 - c) If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.
 - d) If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.
- d. Public Works & Engineering.
 - 1) Primary responsibility for this function is assigned to the County Engineer and/or City Public Works Director(s) who, with assistance from the EMC, will prepare

and maintain Annex K (Public Works & Engineering) to this plan and supporting SOGs.

- 2) Emergency tasks to be performed include:
 - a) Protect government facilities and vital equipment where possible.
 - b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
 - c) Direct temporary repair of vital facilities.
 - d) Restore damaged roads and bridges.
 - e) Restore waste treatment and disposal systems.
 - f) Arrange for debris removal.
 - g) General damage assessment support.
 - h) Building inspection support.
 - i) Provide specialized equipment to support emergency operations.
 - j) Support traffic control and search and rescue operations.
- e. Utilities.
- 1) Primary responsibility for this function is assigned to the Public Utilities Director(s) who, with assistance from the EMCs, will prepare and maintain Annex L (Energy and Utilities) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Prioritize restoration of utility service to vital facilities and other facilities.
 - b) Arrange for the provision of emergency power sources where required.
 - c) Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
 - d) Assess damage to, repair, and restore public utilities.
 - e) Monitor recovery activities of privately owned utilities.
- f. Resource Management.
- 1) Primary responsibility for this function is assigned to the EMCs, who will seek guidance and assistance as needed from Human Resources Directors, Finance Directors and Purchasing Officials. The EMCs will prepare and maintain Annex M (Resource Management) to this plan and supporting SOGs.
 - 2) Emergency tasks to be performed include:
 - a) Maintain an inventory of emergency resources.
 - b) During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
 - c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
 - d) Establish emergency purchasing procedures and coordinate emergency procurements.
 - e) Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.

- f) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
- g) Establish staging areas for resources, if required.
- h) During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
- i) Maintain records of emergency-related expenditures for purchases and personnel.

g. Human Services.

- 1) Primary responsibility for this function is assigned to the EMCs, who will seek guidance and assistance as needed from local volunteer groups and/or organized disaster relief agencies. EMCs will prepare and maintain Annex O (Human Services) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Identify emergency feeding sites.
 - b) Identify sources of clothing for disaster victims.
 - c) Secure emergency food supplies.
 - d) Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies (such as the American Red Cross).
 - e) Coordinate special care requirements for disaster victims such as the aged, special needs individuals, and others.
 - f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

h. Hazard Mitigation.

- 1) The primary responsibility for this function is assigned to the EMCs, who with assistance from the Hazard Mitigation Coordinator, will prepare and maintain Annex P (Hazard Mitigation) to this plan and supporting SOGs.
- 2) Emergency tasks to be performed include:
 - a) Maintain the local Hazard Analysis.
 - b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
 - c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
 - d) Coordinate and carry out post-disaster hazard mitigation program.

i. Transportation.

- 1) The primary responsibility for this function is assigned to the EMCs and Transportation Director(s)/Supervisor(s) who will prepare and maintain Annex S (Transportation) to this plan and supporting SOGs.

- 2) Emergency tasks to be performed include:
 - a) Identifies local public and private transportation resources and coordinates their use in emergencies.
 - b) Coordinates deployment of transportation equipment to support emergency operations.
 - c) Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
 - d) Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.

j. Donations Management.

- 1) The primary responsibility for this function is assigned to The Salvation Army, who, with assistance from the EMC(s), will prepare and maintain Annex T (Donations Management) to this plan and supporting SOGs. The United Way of the Brazos Valley will be tasked with soliciting and managing financial donations.

- 2) Emergency tasks to be performed include:

- a) Compile resource requirements identified by the Resource Management staff.
- b) Solicit donations to meet known needs.
- c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
- d) In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.

k. Legal.

- 1) The primary responsibility for this function is assigned to the City Attorney and/or County Attorney who, with assistance from the EMC(s), will prepare and maintain Annex U (Legal) to this plan and supporting SOGs.

- 2) Emergency tasks to be performed include:

- a) Advise local officials on emergency powers of local government and procedures for invoking those measures.
- b) Review and advise our officials on possible legal issues arising from disaster operations.
- c) Prepare and/or recommend legislation to implement the emergency powers that may be required during and emergency.
- d) Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

- I. Department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of their chief elected official(s).

7. Volunteer & Other Services

a. Volunteer Groups. The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with our local government:

1) HEART OF TEXAS Chapter of the American Red Cross, located in Waco, Texas.

Provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance (if available) to those affected by emergency situations. The Red Cross also provides feeding for emergency workers.

2) The Salvation Army.

Provides emergency assistance to include: mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated good including food clothing, and household items. Also provides referrals to government and private agencies for special services.

3) Southern Baptist Convention Disaster Relief.

Provides mobile feeding units staffed by volunteers. Active in providing disaster childcare, the agency has several mobile childcare units. Can also assist with clean-up activities, temporary repairs, reconstruction, counseling, and bilingual services.

4) ARES/RACES.

The Amateur Radio Emergency Service/Radio Amateur Civil Emergency Service provides amateur radio support for emergency operations, including communications support in the EOC.

b. Business Support.

The following businesses have agreed to provide support for emergency operations as indicated:

- 1) Sanderson Farms, Inc.
- 2) Mustang/Caterpillar Tractors
- 3) Wal-Mart Stores
- 4) Target Stores

VII. DIRECTION AND CONTROL

A. General

1. The County Judge and/or Mayor(s) is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and

recovery operations, all in compliance with the NIMS. During disasters, the CEO(s) may carry out those responsibilities from the EOC.

2. The EMC(s) will provide overall direction of the response activities of all our departments. During major emergencies and disaster, he/she will normally carry out those responsibilities from the EOC.
3. The EMC(s) will manage the EOC.
4. The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at an incident site.
5. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the incident commander. Each department and agency is responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such as common communications protocol, may be adopted to facilitate a coordinated effort.
6. If our own resources are insufficient or inappropriate to deal with an emergency situation, we may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in section V.F of this plan; see also the Request for Assistance form in Annex M, Appendix 3. External agencies are expected to conform to the general guidance and direction provided by our senior decision-makers.

B. Emergency Facilities

1. Incident Command Post. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s). As noted previously, the incident commander will be responsible for directing the emergency response and managing the resources at the incident scene.
2. Emergency Operating Center (EOC). When major emergencies and disasters have occurred or appear imminent, we will activate our EOC, which is located in Bryan, TX near the Brazos County Courthouse.
3. The following individuals are authorized to activate the EOC:
 - a. County Judge and/or Mayor(s)
 - b. City Manager(s) and/or the EMC(s)
 - c. TAMU President, TAMU Emergency Management Director and/or TAMU EMC
4. The general responsibilities of the EOC are to:
 - a. Assemble accurate information on the emergency situation and current resource data to allow local officials to make informed decisions on courses of action.

- b. Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
 - c. Provide resource support for emergency operations.
 - d. Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
 - e. Organize and activate large-scale evacuation and mass care operations.
 - f. Provide emergency information to the public.
5. Representatives of those departments and agencies assigned emergency functions in this plan will staff the EOC. EOC operations are addressed in Annex N (Direction and Control). The interface between the EOC and the incident command post is described in paragraph V.E above.
 6. Our Alternate EOC is located at 1207 Texas Avenue in College Station, TX. This facility will be used if our primary EOC becomes unusable.
 7. We have a mobile command and control vehicle, operated by the City of Bryan Fire Department, which may be used as an incident command post.

C. Line of Succession

1. The line of succession for the County Judge is:
 - a. County Judge
 - b. County Judge Pro-Tem
 - c. County Commissioners (in order of their seniority on the Commissioners' Court)
2. The line of succession for the Mayor is:
 - a. Mayor
 - b. Mayor Pro-Tem
 - c. City Council Members (in order of their seniority on the City Council)
3. The line of succession for the City Manager(s) is:
 - a. City Manager
 - b. Deputy/Assistant City Manager
 - c. Assistant City Manager (City of College Station); Public Works Director (City of Bryan)
4. The line of succession for the Texas A&M Vice-President for Facilities is:
 - a. V.P. for Facilities
 - b. Associate Executive V.P. for Operations
 - c. Associate V.P. for Risk and Compliance

5. The line of succession for the Emergency Management Coordinator is:
 - a. Emergency Management Coordinator
 - b. Deputy EMC or Assistant EMC
 - c. EMC from our interjurisdictional partners; Fire Chief or Asst. Fire Chief (City of Bryan)
6. The lines of succession for each of our department and agency heads shall be in accordance with the SOGs established by those departments and agencies.

VIII. READINESS LEVELS

- A.** Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. We use a four-tier system. Readiness Levels will be determined by the Mayors and/or County Judge or, for certain circumstances, the Emergency Management Coordinator. General actions to be taken at each readiness level are outlined in the annexes to this plan; more specific actions will be detailed in departmental or agency SOPs.
- B.** The following Readiness Levels will be used as a means of increasing our alert posture.
 1. Level 4: Normal Conditions
 - a. Emergency incidents occur and local officials are notified. One or more departments or agencies respond to handle the incident; an incident command post may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.
 - b. The normal operations of government are not affected.
 2. Level 3: Increased Readiness
 - a. Increased Readiness refers to a situation that presents a greater potential threat than “Level 4”, but poses no immediate threat to life and/or property. Increased readiness actions may be appropriate when the situations similar to the following occur:
 - 1) Tropical Weather Threat. A tropical weather system has developed that has the potential to impact the local area. Readiness actions may include regular situation monitoring, a review of plans and resource status, determining staff availability and placing personnel on-call.
 - 2) Tornado Watch indicates possibility of tornado development. Readiness actions may include increased situation monitoring and placing selected staff on alert.
 - 3) Flash Flood Watch indicates flash flooding is possible due to heavy rains occurring or expected to occur. Readiness actions may include increased situation-monitoring, reconnaissance of known trouble spots, deploying warning signs.

- 4) Wildfire Threat. During periods of extreme wildfire threat, readiness actions may include deploying additional resources to areas most at risk, arranging for standby commercial water tanker support, conducting daily aerial reconnaissance, or initiating burn bans.
 - 5) Mass Gathering. For mass gatherings with previous history of problems, readiness actions may include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.
- b. Declaration of “Level 3” will generally require the initiation of the “Increased Readiness” activities identified in each annex to this plan.
3. Level 2: High Readiness
- a. High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public. Actions could be triggered by severe weather warning information issued by the National Weather Service such as:
- 1) Tropical Weather Threat. A tropical weather system may impact the local area within 72 hours. Readiness actions may include continuous storm monitoring, identifying worst-case decision points, increasing preparedness of personnel and equipment, updating evacuation checklists, verifying evacuation route status, and providing the public information for techniques to protect homes and businesses on the evacuation routes.
 - 2) Tornado Warning. Issued when a tornado has actually been sighted in the vicinity or indicated by radar and might strike in the local area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public about the warning.
 - 3) Flash Flood Warning. Issued to alert persons that flash flooding is imminent or occurring on certain streams or designated areas, and immediate action should be taken. Readiness actions may include notifying the public about the warning, evacuating low-lying areas, opening emergency shelters to house evacuees, and continuous situation monitoring.
 - 4) Winter Storm Warning. Issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in a combination. Readiness actions may include preparing for possible power outages, putting road crews on stand-by to clear and/or sand the roads, and continuous situation monitoring.
 - 5) Mass Gathering. Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert, and continuous situation monitoring.
- b. Declaration of a “Level 2” will generally require the initiation of the “High Readiness” activities identified in each annex to this plan.

4. Level 1: Maximum Readiness

- a. Maximum Readiness refers to situation that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a “Level 2” event. Actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent.
 - 1) Tropical Weather Threat. The evacuation decision period is nearing for an approaching tropical weather system that may impact the local area. Readiness actions may include continuous situation monitoring, full activation of the EOC, recommending precautionary actions for special facilities, pre-positioning emergency personnel and equipment for emergency operations, and preparing public transportation resources for evacuation support.
 - 2) Tornado Warning. A tornado has been sited close to a populated area or is moving toward a populated area. Readiness actions may include taking immediate shelter and putting damage assessment teams on stand-by.
 - 3) Flash Flood Warning. Flooding is imminent or is occurring at specific locations. Readiness actions may include evacuations, putting rescue teams on alert, sheltering evacuees and/or others displaced by the flooding and continuous monitoring of the situation.
 - 4) Mass Gathering. Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on stand-by, all law enforcement present for duty, notify the DDC that assistance may be needed and keep them apprised of the situation, and continuous situation monitoring is required.
- b. Declaration of “Level 1” will generally require the initiation of the “Maximum Readiness” activities identified in each annex to this plan.

IX. ADMINISTRATION AND SUPPORT

A. Agreements and Contracts

1. Should our local resources prove to be inadequate during an emergency, requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts entered into during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.
2. In an effort to facilitate assistance pursuant to mutual aid agreements, our available resources are identified and are a part of the Texas Regional Response Network (TRRN).

3. The agreements and contracts pertinent to emergency management (that we are a party to) are summarized in Attachment 6.

B. Reports

1. Hazardous Materials Spill Reporting. If we are responsible for a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. See Annex Q, Hazardous Materials and Oil Spill Response, for more information. If the party responsible for a reportable spill cannot be located, the Incident Commander shall ensure that the required report(s) are made.
2. Initial Emergency Report. This short report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See Annex N, Direction and Control for the format and instructions for this report.
3. Situation Report. A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See Annex N, Direction and Control, for the format of and instructions for this report.
4. Other Reports. Several other reports covering specific functions are described in the annexes to this plan.

C. Records

1. Record Keeping for Emergency Operations

Our local governments are responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

- a. Activity Logs. The Incident Command Post and the EOC shall maintain accurate logs recording key response activities, including:
 - 1) Activation or deactivation of emergency facilities.
 - 2) Emergency notifications to other local governments and to state and federal agencies.
 - 3) Significant changes in the emergency situation.
 - 4) Major commitments of resources and/or requests for additional resources from external sources.
 - 5) Issuance of protective action recommendations to the public.
 - 6) Evacuations.
 - 7) Casualties.
 - 8) Containment or termination of the incident.
- b. Incident Costs. All department and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day

incidents to obtain an estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.

- c. Emergency or Disaster Costs. For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed records of costs for emergency operations to include:
 - 1) Personnel costs, especially overtime costs
 - 2) Equipment operations costs
 - 3) Costs for leased or rented equipment
 - 4) Costs for contract services to support emergency operations
 - 5) Costs of specialized supplies expended for emergency operations

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

2. Preservation of Records

- a. In order to continue normal government operations following an emergency situation or disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for preparation of annexes to this plan will include protection of vital records in its SOPs/SOGs.
- b. If records are damaged during an emergency situation, we will seek professional assistance to preserve and restore them.

D. Training

It will be the responsibility of each agency director/department head to ensure that agency personnel, in accordance with the NIMS, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill.

E. Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the County and/or City Attorney, who will pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

F. Post-Incident and Exercise Review

The EMCs are responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After Action Report (AAR) will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified, and an individual, department, or

agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

X. PLAN DEVELOPMENT AND MAINTENANCE

A. Plan Development

The County Judge, Mayors and TAMU V.P. for Facilities are responsible for approving and promulgating this plan.

B. Distribution of Planning Documents

1. The County Judge and Mayors, with assistance from the EMCs, shall determine the distribution of this plan and its annexes. In general, copies of plans and annexes should be distributed to those individuals, departments, agencies, and organizations tasked in this document. Copies should also be set-aside for the EOC and other emergency facilities.
2. The Basic Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the basic plan and the various annexes to it. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes our emergency management organization and basic operational concepts. In some cases, the plan may be distributed electronically or via the internet.

C. Review

The Basic Plan and its annexes shall be reviewed annually by local officials. The EMCs will establish a schedule for annual review of planning documents by those tasked in them.

D. Update

1. This plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.
2. The Basic Plan and its annexes must be revised or updated by a formal change at least **every five years**. Responsibility for revising or updating the Basic Plan is assigned to the EMCs. Responsibility for revising or updating the annexes to this plan is outlined in Section VI.B, Assignment of Responsibilities, as well as in each annex. For details on the methods of updating planning documents as well as more information on when changes should be made, refer to Chapter 3 of the Division of Emergency Management (TDEM) *Local Emergency Management Planning Guide* (TDEM-10).
3. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked in those documents.
4. §418.043(4) of the Government Code provides that TDEM shall review local emergency management plans. The process for submitting new or updated planning documents to TDEM is described in Chapter 6 of the TDEM-10. The Brazos County EMC is

responsible for submitting copies of planning documents to our TDEM District Coordinator for review. This may be done electronically.

ATTACHMENTS:

1. Distribution List
2. References
3. Organization for Emergencies
4. Functional Responsibility Matrix
5. Annex Assignments
6. Summary of Agreements & Contracts
7. National Incident Management System

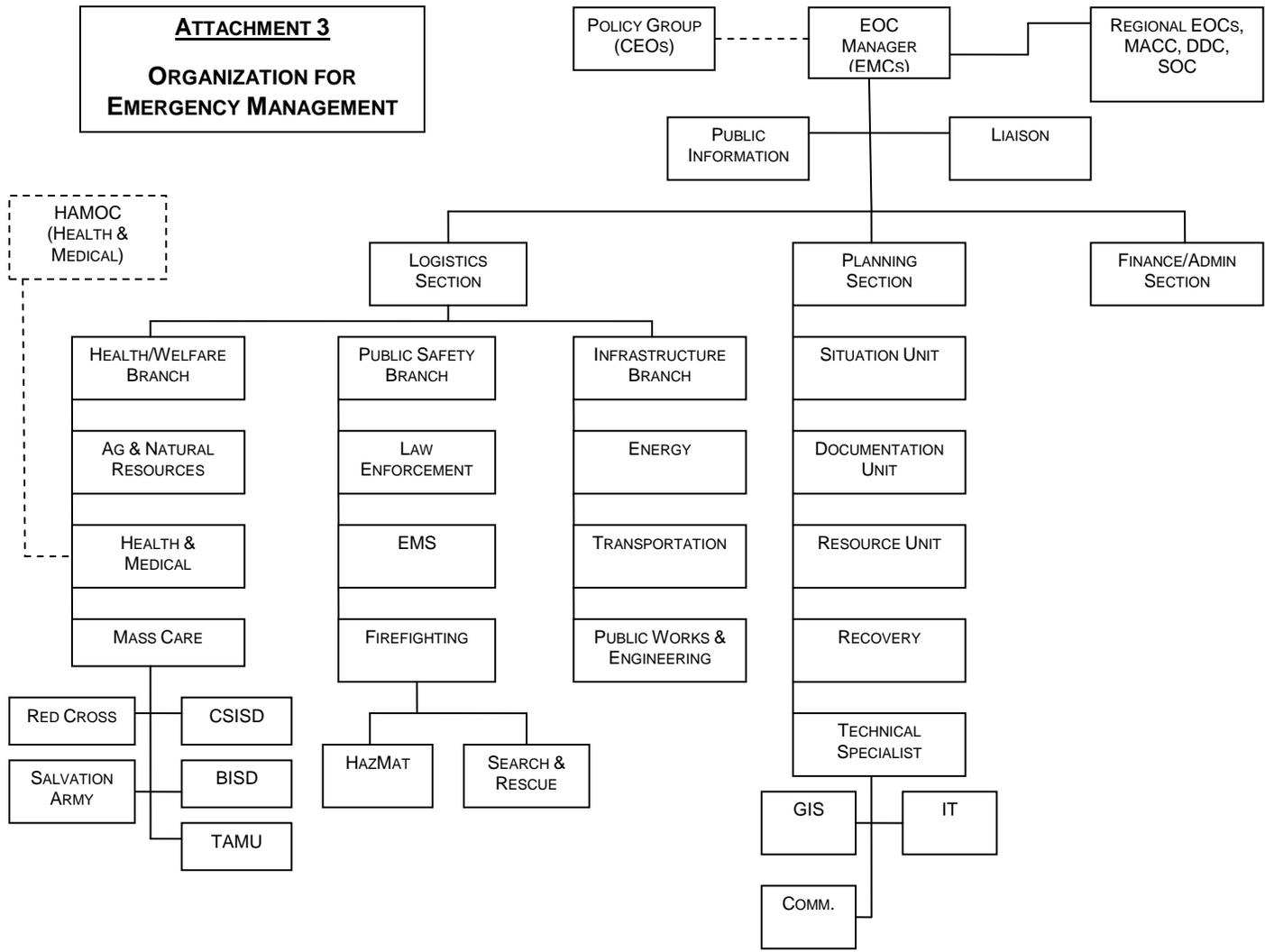
ATTACHMENT 1 DISTRIBUTION LIST (MAY BE DISTRIBUTED ELECTRONICALLY)

<u>Jurisdiction/Agency Plan</u>	<u>Basic Plan</u>	<u>Annexes</u>
EOC	1	All
County Judge/Mayors	1	All
City Managers	1	All
Each County Commissioner	1	All
EMCs	1	All
City Secretary/Asst. to the Judge	1	All
County Sheriff	1	All
Police Chiefs	1	All
Each Constable	1	All
Fire Chiefs/Fire Marshals	1	All
Community Supervision	1	C, E, O
County Health Officer	1	C, D, H, O, Q
Finance Directors/Tax Assessor	1	J, M
City Public Works Directors/County Engineer	1	E, G, J, K, L
Public Utilities Directors	1	J, K, L
Human Resources Directors	1	C, M, O, T
County/City Attorneys	1	All
Justices of the Peace	1	G, H, N
RACES Group	1	All
St Joseph's Hospital	1	C, E, S
College Station Medical Center	1	C, E, S
The Physician's Center	1	C, E, S
Scott & White	1	C, E, S
County/City Animal Control	1	E, H
ISD Transportation Directors	1	C, E, H, O
Independent School Districts	1	C, E, O, S
Brazos County L.E.P.C.	1	All
American Red Cross	1	C, E, J, O, T
The Salvation Army	1	C, E, J, O, T
Victim Relief Ministries	1	C, E, J, O, T
Brazos Valley Transit Authority	1	S
TDEM District Coordinator	1	All
D.P.S. Captain, Bryan	1	All
Brazos Valley V.O.A.D	1	C, E, J, O, T

ATTACHMENT 2 REFERENCES

1. Texas Department of Public Safety, Texas Division of Emergency Management, *Local Emergency Management Planning Guide*, TDEM-10
2. Texas Department of Public Safety, Texas Division of Emergency Management, *Disaster Recovery Manual*
3. Texas Department of Public Safety, Texas Division of Emergency Management, *Mitigation Handbook*
4. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*
5. FEMA, *State and Local Guide (SLG) 101: Guide for All-Hazard Emergency Operations Planning*
6. U. S. Department of Homeland Security, *National Response Framework*
7. 79th Texas Legislature, *House Bill 3111*

ATTACHMENT 3
ORGANIZATION FOR
EMERGENCY MANAGEMENT



**ATTACHMENT 4
EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES**

	Warning	Communications	Shelter & Mass Care	Radiological Protection	Evacuation	Firefighting	Law Enforcement	Health & Medical	Public Information	Recovery	Public Works & Engineering	Utilities	Resource Management	Direction & Control	Human Services	Hazard Mitigation	Hazmat & Oil Spill Response	Search & Rescue	Transportation	Donations Management	Legal	Terrorist Incident Response	
County Judge/Mayor	S	S	S	S	S	S	S	S	P	S	S	S	S	P	S	S	S	S	S	S	S	S	S
Asst. to Judge/City Manager									S	S			S							S			
EMC	S	C	P	C	S	C	C	C	C	P	C	C	P	C	P	P	C	C	P	S	C	C	C
Law Enforcement	P	P	S	S	P	S	P						S	S	S		S	S		S			P
Fire Service	S	S	S	P	S	P							S	S		S	P	P		S			S
Public Works		S	S	S	S		S			S	P	S	S	S		S	S	S					S
Utilities		S								S		P	S	S		S	S			S			S
Health & Medical Services			S	S	S			P					S	S	S		S	S	S	S	S		S
Human Services			S	S	S								S		S	S					S		S
Community Services			S	S	S								S	S	S						S		S
Human Resources													S								S		
Tax Assessor/Finance Dir.										S			S			S					S		
Transportation/ISD			S		S								S		S		S			S			S
City/County Attorney's Office					S								S			S					S	P	S
Search & Rescue					S									S				S					S
Salvation Army																					P		
American Red Cross			S																				

P – INDICATES PRIMARY RESPONSIBILITY
S – INDICATES SUPPORT RESPONSIBILITY
C – INDICATES COORDINATION RESPONSIBILITY

**ATTACHMENT 5
ANNEX ASSIGNMENTS**

ANNEX	ASSIGNED TO:
Annex A: Warning	Police Chiefs/County Sheriff
Annex B: Communications	Police Chiefs/County Sheriff
Annex C: Shelter & Mass Care	American Red Cross/EMCs
Annex D: Radiological Protection	Fire Chiefs
Annex E: Evacuation	Police Chiefs/County Sheriff
Annex F: Firefighting	Fire Chiefs/Fire Marshal
Annex G: Law Enforcement	Police Chiefs/County Sheriff
Annex H: Health and Medical Services	County Health Authority
Annex I: Public Information	CEOs/PIOs
Annex J: Recovery	EMCs
Annex K: Public Works & Engineering	Public Works Directors/County Engineer
Annex L: Utilities	Public Utilities Directors
Annex M: Resource Management	EMCs
Annex N: Direction & Control	CEOs/EMCs
Annex O: Human Services	EMCs
Annex P: Hazard Mitigation	EMCs
Annex Q: Haz-Mat & Oil Spill Response	Fire Chiefs
Annex R: Search & Rescue	Fire Chiefs
Annex S: Transportation	EMCs
Annex T: Donations Management	The Salvation Army
Annex U: Legal	City/County Attorneys
Annex V: Terrorist Incident Response	Police Chiefs/County Sheriff

**ATTACHMENT 6
SUMMARY OF AGREEMENTS & CONTRACTS**

Agreements

Brazos County and the cities within Brazos County have Mutual Aid Agreements in place with all jurisdictions in our 7-county region (Brazos Valley Region).

Brazos County and the cities within Brazos County are registered on the Texas Regional Response Network (T.R.R.N.) website and have our available equipment listed on the website.

*Description: **Logistical Staging Area @ B.I.S.D.***

*Summary of Provisions: **B.I.S.D. will provide Bryan Athletic Complex parking area for LSA***

*Officials Authorized to Implement: **EMCs***

*Costs: **no cost***

*Copies Held By: **Brazos County EMC***

*Description: **Wal-Mart***

*Summary of Provisions: **Will supply various items (as requested by EOC) to shelters in Brazos County***

*Officials Authorized to Implement: **EMCs, Resource Section Chief***

*Costs: **Many of the items will be donated, others at full retail***

*Copies Held: **Resource Section Chief***

*Description: **Sanderson Farms, Inc.***

*Summary of Provisions: **Ice and Water***

*Officials Authorized to Implement: **EMCs, Resource Section Chief***

*Costs: **no cost***

*Copies Held By: **Resource Section Chief***

Contracts

Brazos County has no pre-positioned contracts for emergency management activities, but has numerous vendor agreements through our Purchasing Department that will be used as needed during any disaster/event.

ATTACHMENT 7 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY

A. BACKGROUND

1. NIMS is a comprehensive, national approach to incident management that is applicable to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.
2. NIMS is a multifaceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

B. COMPONENTS

1. Command and Management. The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.
 - a. Incident Management System. A system that can be used to manage emergency incidents or non-emergency events such as celebrations.

1) FEATURES OF ICS

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

- a) Common Terminology. ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.
- b) Organizational Resources. All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be “typed” with respect to capability. This typing will minimize confusion and enhance interoperability.
- c) Manageable Span of Control. Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
- d) Organizational Facilities. Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.

- e) Use of Position Titles. All ICS positions have distinct titles.
- f) Reliance on an Incident Action Plan. The incident action plan, which may be verbal or written, is intended to provide supervisory personnel a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.
- g) Integrated Communications. Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.
- h) Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

2) UNIFIED COMMAND

- a) Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.
- b) ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions, but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

3) AREA COMMAND

- a) An Area Command is intended for situations where there are multiple incidents that are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.

- b) The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on-scene, at the separate ICPs.
-
- b. Multiagency Coordination Systems. Multiagency coordination systems may be required for incidents that require higher level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.
 - c. Public Information. The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can co-locate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS *National Incident Management System Plan*, dated March 2004.
-
2. Preparedness. Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.
 3. Resource Management. All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.
 4. Communications and Information Management. Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.
 5. Supporting Technologies. This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.
 6. Ongoing Management and Maintenance. The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE BRAZOS COUNTY INTERJURISDICTIONAL EMERGENCY MANAGEMENT PLAN (EMP) FOR BRAZOS COUNTY, TEXAS A&M UNIVERSITY AND THE CITIES OF BRYAN, COLLEGE STATION, KURTEN AND WIXON VALLEY, TEXAS.

WHEREAS, the Emergency Management Program was established by College Station Code of Ordinance #3180, dated May 18, 2009, to provide a consistent approach to the effective management of situations involving natural disasters, man-made disasters or terrorism; and

WHEREAS, the City's responsibility is to protect public health and safety and preserve property from the effects of hazardous events. The City has the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community; and

WHEREAS, the Emergency Management Plan outlines the roles and responsibilities of the City; and

WHEREAS, the City Council for the City of College Station, Texas desires to adopt the Emergency Management Plan (EMP) dated April 2014.

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

PART 1: That the City Council hereby adopts and approves the attached Emergency Management Plan (EMP) dated April 2014.

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

ADOPTED this 10th day of April, 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 14-339 **Version:** 1 **Name:** Montclair Rezoning
Type: Rezoning **Status:** Agenda Ready
File created: 3/21/2014 **In control:** City Council Regular
On agenda: 4/10/2014 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 12-4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from D Duplex to GS General Suburban for an approximate 0.535 acre tract of land in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos, County, Texas. Said tract being a portion of a called 0.967 acre tract as described by a deed to TMFIVE Properties, LLC, recorded in Volume 8742, Page 170, of the Official Public Records of Brazos County, Texas, more generally located at 805-809 Montclair Avenue.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Background Information](#)
[Aerial & SAM](#)
[Rezoning Map](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 12-4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from D Duplex to GS General Suburban for an approximate 0.535 acre tract of land in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos, County, Texas. Said tract being a portion of a called 0.967 acre tract as described by a deed to TMFIVE Properties, LLC, recorded in Volume 8742, Page 170, of the Official Public Records of Brazos County, Texas, more generally located at 805-809 Montclair Avenue.

Relationship to Strategic Goals: (Select all that apply)

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their March 20, 2014 meeting and voted 6-0 to recommend approval of the rezoning request. Staff also recommends approval of the request.

Summary: This request is to rezone the property from D Duplex to GS General Suburban. The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated Neighborhood Conservation on the Comprehensive Plan Future Land Use and Character Map and is located within the Southside Area Neighborhood Plan boundary. The proposed rezoning is in compliance with the Comprehensive Plan and the desire to designate the D Duplex properties as GS

General Suburban to match the single-family character of the area.

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood: The surrounding properties are zoned D Duplex but have single-family residential uses existing on them. The proposed rezoning is compatible with the character of the neighborhood and the desire to rezone this area to single-family residential.

3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment: The proposed rezoning to GS General Suburban is appropriate for this area given the surrounding single-family residential uses that currently exist. In addition, this request would implement the Southside Area Neighborhood Plan effort to rezone the properties in this area from D Duplex to GS General Suburban.

4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: While the current D Duplex zoning of the property allows single-family dwellings if they conform to single-family residential standards, the goal of the Comprehensive Plan is to rezone this area to GS General Suburban. The rezoning will match the character of the existing surrounding neighborhood and ensure that future development is in compliance with the Comprehensive Plan and zoning districts.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The applicant has stated the duplexes located on the properties are less marketable than single-family residences in this area.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: There is an existing 4-inch waterline along the north side of Montclair Avenue available to serve this property. There is also a 6-inch sanitary sewer line along the rear of these lots to accommodate the proposed development. Drainage is mainly to the southwest within the Bee Creek Drainage Basin. Access to the site will be available via Montclair Avenue. All public infrastructure required for the development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure appears to be adequate for the proposed use.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Rezoning Map
4. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: March 20, 2014
Advertised Council Hearing Date: April 10, 2014

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:

None

Property owner notices mailed: 15
Contacts in support: None at the time of this report.
Contacts in opposition: None at the time of this report.
Inquiry contacts: None at the time of this report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Neighborhood Conservation	D Duplex	Single-Family Residential
South (across Montclair Ave)	Natural Areas - Protected	R-6 High Density Multi-Family	City Park
East	Neighborhood Conservation	D Duplex	Single-Family Residential
West	Neighborhood Conservation	D Duplex	Single-Family Residential

DEVELOPMENT HISTORY

Annexation: July 1950
Zoning: D Duplex renamed from R-2 Duplex in 2013
Final Plat: This property is currently unplatted but is developed as two duplex building plots.
Site development: Duplex



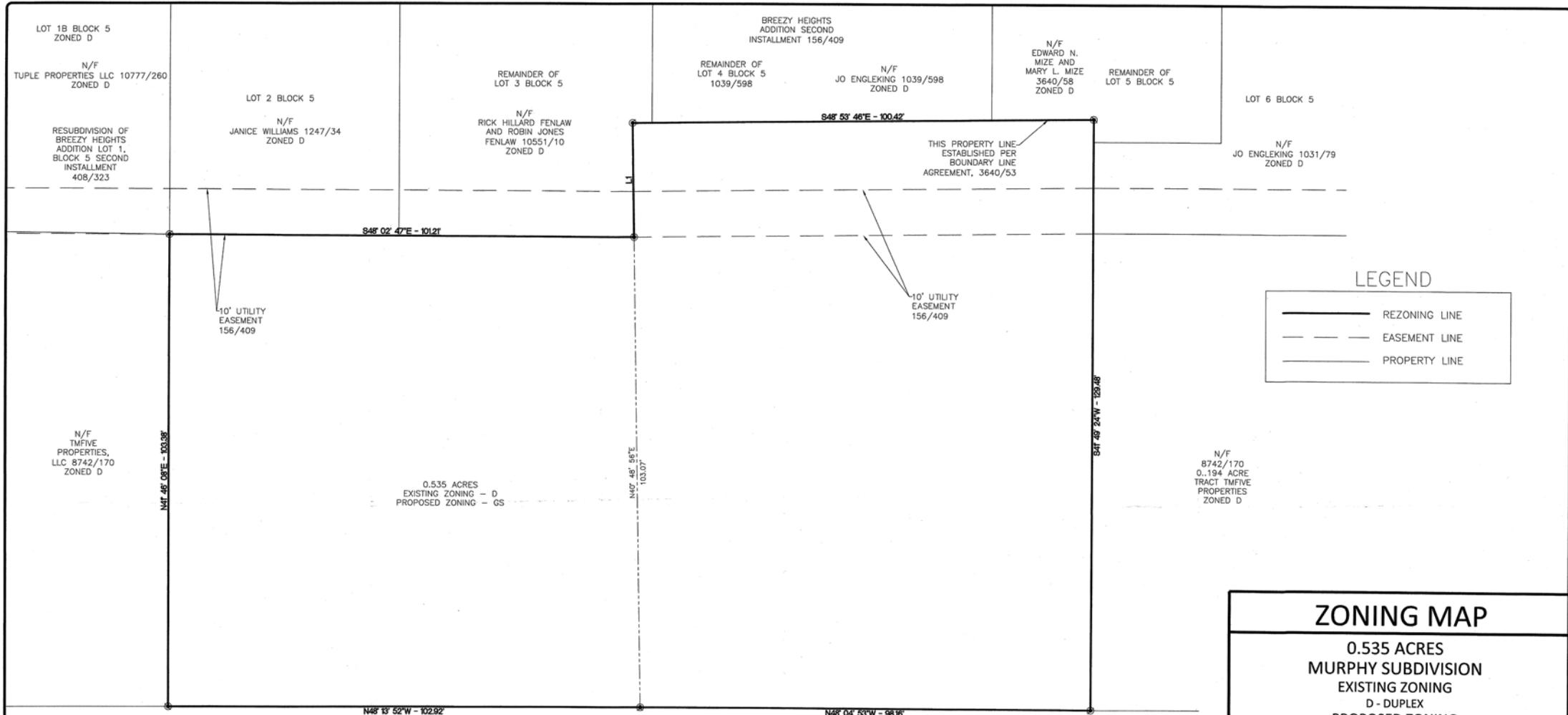
REZONING

Case: 14-036

805-809 MONTCLAIR

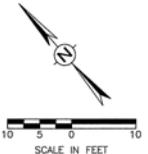
DEVELOPMENT REVIEW





LEGEND

- REZONING LINE
- EASEMENT LINE
- PROPERTY LINE



**MONTCLAIR AVENUE
50' R.O.W.**

Line Table		
Line #	Length	Direction
L1	25.00	N40° 48' 56" E

- NOTES:**
1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
 2. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAPS FOR BRAZOS COUNTY AND INCORPORATED AREAS, MAP NO. 48041C0305-E, EFFECTIVE DATE: MAY 16, 2012.



ZONING MAP

**0.535 ACRES
MURPHY SUBDIVISION
EXISTING ZONING
D - DUPLEX
PROPOSED ZONING
GS - GENERAL SUBURBAN**

ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

FEBRUARY 2014

SCALE: 1" = 10'

OWNER/DEVELOPER:
TMFIVE Properties, LLC
3091 University Dr. East, Ste. 230
College Station, Texas 77802
(979) 703-1979

SURVEYOR:
Brad Kerr, R.P.L.S. No. 4502
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195

ENGINEER:
 Schultz Engineering, LLC

2730 Longmire Drive, Suite A
College Station, Texas 77845
P.O. Box 11995, College Station, Texas 77842
(979) 764-3900 Fax: (979) 764-3910



Zoning Districts	R-4	Multi-Family	BPI	BPD	Planned Development District
R	Rural	High Density Multi-Family	NAP	WPC	Wolf Pen Creek Dev. Corridor
E	Estate	Manufactured Home Park	C-3	NG-1	Core Northgate
RS	Restricted Suburban	Office	M-1	NG-2	Transitional Northgate
GS	General Suburban	Suburban Commercial	M-2	NG-3	Residential Northgate
R-1B	Single Family Residential	General Commercial	C-U	OV	Corridor Overlay
D	Duplex	Commercial Industrial	R & D	RDD	Redevelopment District
T	Townhouse	Business Park	P-MUD	KD	Krenek Tap Overlay

DEVELOPMENT REVIEW

805-809 MONTCLAIR

REZONING

Case: 14-036

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 A 0.535 ACRE TRACT OF LAND IN THE ROBERT STEVENSON SURVEY, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 0.967 ACRE TRACT AS DESCRIBED BY A DEED TO TMFIVE PROPERTIES, LLC, RECORDED IN VOLUME 8742, PAGE 170 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; 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 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 as shown graphically in Exhibit "B", 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 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 10th day of April, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

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 D Duplex to GS General Suburban:

**METES AND BOUNDS DESCRIPTION
OF A
0.535 ACRE TRACT
ROBERT STEVENSON SURVEY, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON SURVEY, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 0.967 ACRE TRACT AS DESCRIBED BY A DEED TO TMFIVE PROPERTIES, LLC, RECORDED IN VOLUME 8742, PAGE 170 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 NORTHEAST LINE OF MONTCLAIR AVENUE MARKING THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT, FOR REFERENCE A 1/2 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF MONTCLAIR AVENUE MARKING THE SOUTH CORNER OF SAID 0.967 ACRE TRACT AND THE WEST CORNER OF A CALLED 0.17 ACRE TRACT AS DESCRIBED BY A DEED TO TMFIVE PROPERTIES, LLC RECORDED IN VOLUME 9418, PAGE 202 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, BEARS: S 48° 22' 51" E FOR A DISTANCE OF 81.10 FEET;

THENCE: N 48° 04' 53" W ALONG THE NORTHEAST LINE OF MONTCLAIR AVENUE FOR A DISTANCE OF 98.16 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE: N 48° 13' 52" W CONTINUING ALONG THE NORTHEAST LINE OF MONTCLAIR AVENUE FOR A DISTANCE OF 102.92 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 41° 46' 08" E THROUGH SAID 0.967 ACRE TRACT FOR A DISTANCE OF 103.38 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF LOT 1B, BLOCK 5, RESUBDIVISION OF BREEZY HEIGHTS ADDITION, SECOND INSTALLMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 408, PAGE 323 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND THE WEST CORNER OF LOT 2, BLOCK 5, BREEZY HEIGHTS ADDITION, SECOND INSTALLMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 156, PAGE 409 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 02' 47" E ALONG THE COMMON LINE OF SAID 0.967 ACRE TRACT AND SAID LOT 2 AND THE REMAINDER OF LOT 3, BLOCK 5, FOR A DISTANCE OF 101.21 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID REMAINDER OF LOT 3, BLOCK 5;

THENCE: N 40° 48' 56" E ALONG THE COMMON LINE OF SAID 0.967 ACRE TRACT AND SAID REMAINDER OF LOT 3, BLOCK 5, FOR A DISTANCE OF 25.00 FEET TO A 5/8 INCH IRON ROD FOUND;

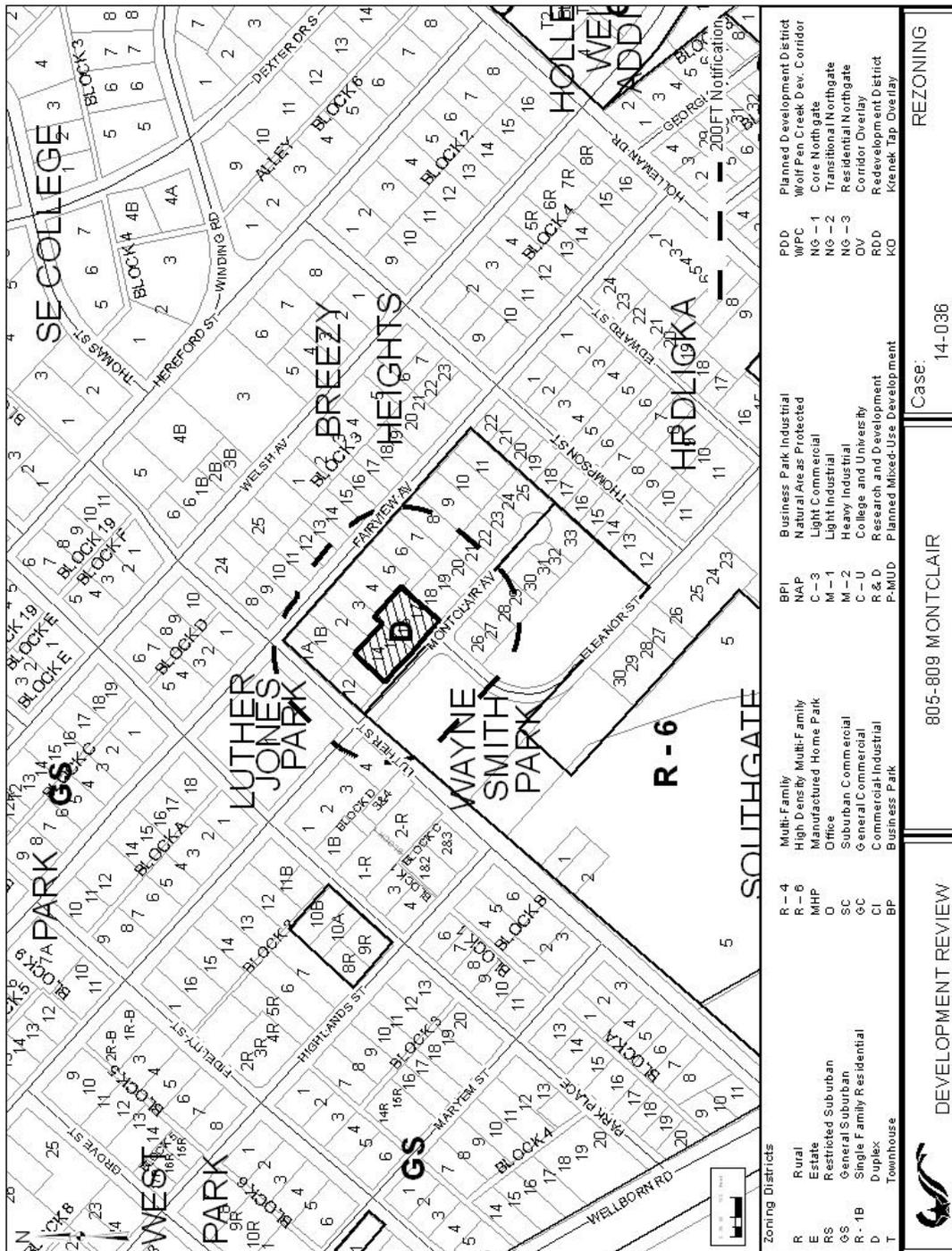
THENCE: S 48° 53' 46" E ALONG THE COMMON LINE OF SAID 0.967 ACRE TRACT AND THE REMAINDER OF LOTS 3, 4, AND 5, BLOCK 5, FOR A DISTANCE OF 100.42 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 41° 49' 24" W ALONG THE COMMON LINE OF SAID 0.967 ACRE TRACT AND SAID REMAINDER OF LOT 5, AT 25.00 FEET PASS A 1/2 INCH IRON ROD FOUND, CONTINUE ON THROUGH SAID 0.967 ACRE TRACT FOR A TOTAL DISTANCE OF 129.48 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.535 OF AN ACRE OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH, AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502



EXHIBIT "B"



Planned Development District	WOLF PEN CREEK DEV. CORRIDOR
PDD	WOLF PEN CREEK DEV. CORRIDOR
MPC	WOLF PEN CREEK DEV. CORRIDOR
NG-1	TRANSITIONAL NORTHGATE
NG-2	TRANSITIONAL NORTHGATE
NG-3	TRANSITIONAL NORTHGATE
OV	CORRIDOR OVERLAY
RDD	REDEVELOPMENT DISTRICT
KD	KIENEK TAP OVERLAY

805-809 MONTCLAIR

DEVELOPMENT REVIEW

REZONING

Case: 14-036



Legislation Details (With Text)

File #:	14-340	Version:	1	Name:	2670 Barron Road Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	3/21/2014	In control:		In control:	City Council Regular
On agenda:	4/10/2014	Final action:			

Title: Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban for an approximate 2 acre tract of land in the Robert Stevenson League, Abstract No. 54, College Station, Brazos County, Texas. Said tract being a portion of a called 2 acre tract as described in a deed to B.A. Cathey, Ltd. Recorded in Volume 9516 Page 268, of the Official Public Records of Brazos County, Texas, more generally located at 2670 Barron Road.

Sponsors:

Indexes:

Code sections:

Attachments: [Background Information.pdf](#)
[Aerial&SAM.pdf](#)
[Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban for an approximate 2 acre tract of land in the Robert Stevenson League, Abstract No. 54, College Station, Brazos County, Texas. Said tract being a portion of a called 2 acre tract as described in a deed to B.A. Cathey, Ltd. Recorded in Volume 9516 Page 268, of the Official Public Records of Brazos County, Texas, more generally located at 2670 Barron Road.

Relationship to Strategic Goals: (Select all that apply)

- Diverse Growing Economy

Recommendation(s):The Planning & Zoning Commission considered this item at their March 20, 2014 meeting and voted 6-0 recommending approval of the rezoning request. Staff also recommends approval of the request.

Summary: The request is to rezoned the property from R Rural to GS General Suburban.

The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as General Suburban on the Future Land Use and Character Map. The proposed rezoning is consistent with this designation.

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood: The proposed rezoning would allow for the development of single-family residential, which is intended for areas designated General Suburban in the Comprehensive Plan. The current zoning does not allow for further subdivision of this tract as it must be a minimum of 3 acres. The adjacent tract to the west is zoned GS General Suburban and was Preliminary Plan for Barron Crest Subdivision, which will continue into the subject property if rezoned. Adjacent properties to the north, east and west are also designated General Suburban.

3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment: The proposed rezoning for uses permitted by the district is appropriate for this area given the character of the surrounding properties and compliance with the Comprehensive Plan. The property would be allowed to subdivide into lots as small as 5,000 square feet lots for single-family homes.

4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The current R Rural zoning would not allow for further subdivision or the development of the Barron Crest Subdivision to extend into this tract. The proposed zoning would enable for this to occur and is in line with the vision of the Comprehensive Plan.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: Under the current zoning district the property is limited in density. The proposed zoning would allow for the development of single-family residential subdivision that is being sought to continue Barron Crest Subdivision on the west.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: The subject tract is located in College Station's water and wastewater service area. Currently, the property has access to water and wastewater. The tract has frontage to Hofburg Drive, which is not on the Thoroughfare Plan but is constructed as a minor collector. Any future development of the tract will be required to meet the City's minimum fire flow requirements.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: March 20, 2014
Advertised Council Hearing Dates: April 10, 2014

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:

Edelweiss Gartens HOA

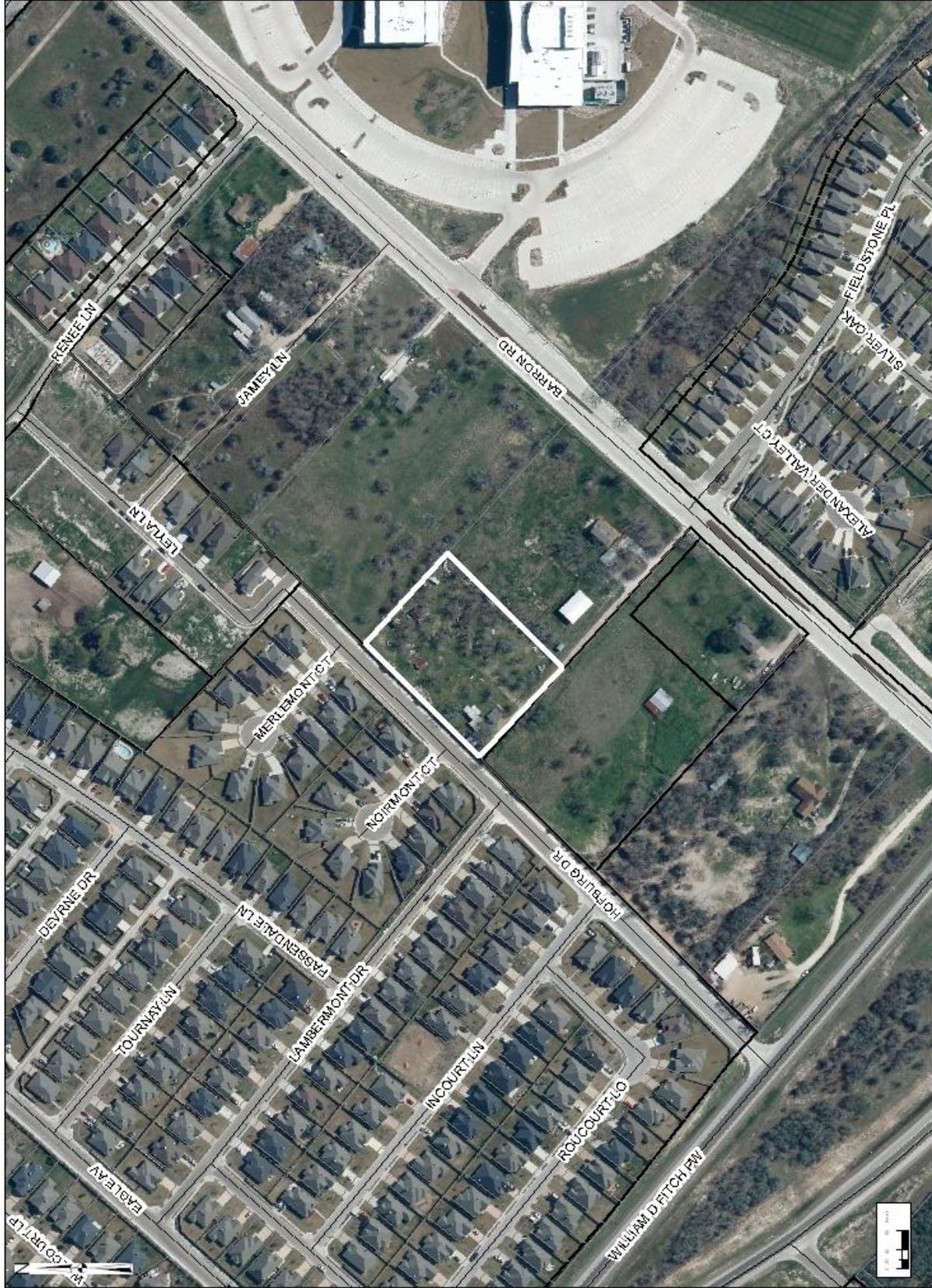
Property owner notices mailed: 18
Contacts in support: None at this time.
Contacts in opposition: None at this time.
Inquiry contacts: 2

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (Across Hofburg Drive)	General Suburban	GS General Suburban	Single-Family Residential – Edelweiss Gartens Subdivision
South	General Suburban	R Rural	School – Future Traditions Montessori School
East	General Suburban	R Rural	Vacant
West	General Suburban	GS General Suburban	Single-Family Residential – Future Barron Crest Subdivision (Unplatted)

DEVELOPMENT HISTORY

Annexation: June 1995
Zoning: A-O Agricultural Open upon annexation
A-O Agricultural Open renamed R Rural (2013)
Final Plat: This property is currently unplatted.
Site development: Manufactured Home

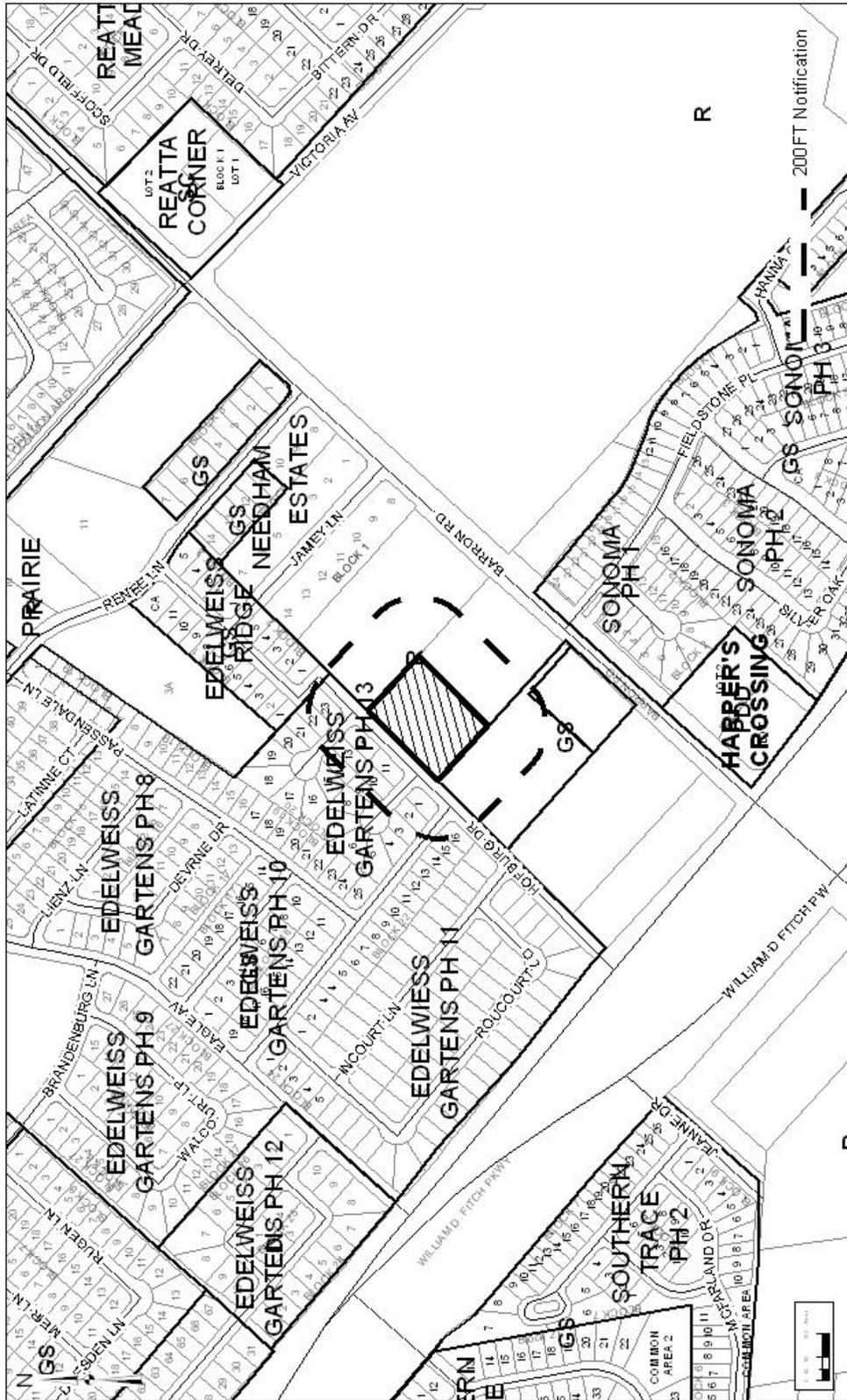


REZONING
Case: 14-028

2670 BARRON ROAD

DEVELOPMENT REVIEW





Zoning Districts	R - 4	Multi-Family	BPI	PDD	Planned Development District
R	Rural	High Density Multi-Family	NAP	WPC	Woff Pen Creek Dev. Corridor
E	Estate	Manufactured Home Park	C-3	NG-1	Core Northgate
RS	Restricted Suburban	Office	M-1	NG-2	Transitional Northgate
GS	General Suburban	Suburban Commercial	M-2	NG-3	Residential Northgate
R-1B	Single Family Residential	General Commercial	C-U	OV	Corridor Overlay
D	Duplex	Commercial Industrial	R&D	RDD	Redevelopment District
T	Townhouse	Business Park	P-MUD	KO	Krenek Tap Overlay

DEVELOPMENT REVIEW

2670 BARRON ROAD

Case: 14-028

REZONING

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; 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 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 as shown graphically in Exhibit "B", 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 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 10th day of April, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

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 R Rural to GS General Suburban:

Being all that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54 in College Station, Brazos County, Texas and being part of the called 4.931 acre tract described in a deed to B.A. Cathey, Ltd. recorded in Volume 9516, Page 268 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the north corner of the called 4.931 acre B.A. Cathey, Ltd. tract, the north corner of the called 5.00 acre Charles and Lynn Carnes tract recorded in Volume 433, Page 14 of the Brazos County Deed Records (B.C.D.R.) and being southeast line of EDELWEISS GARTENS, PHASE ELEVEN Subdivision as recorded in Volume 8730, Page 136 (O.R.B.C.);

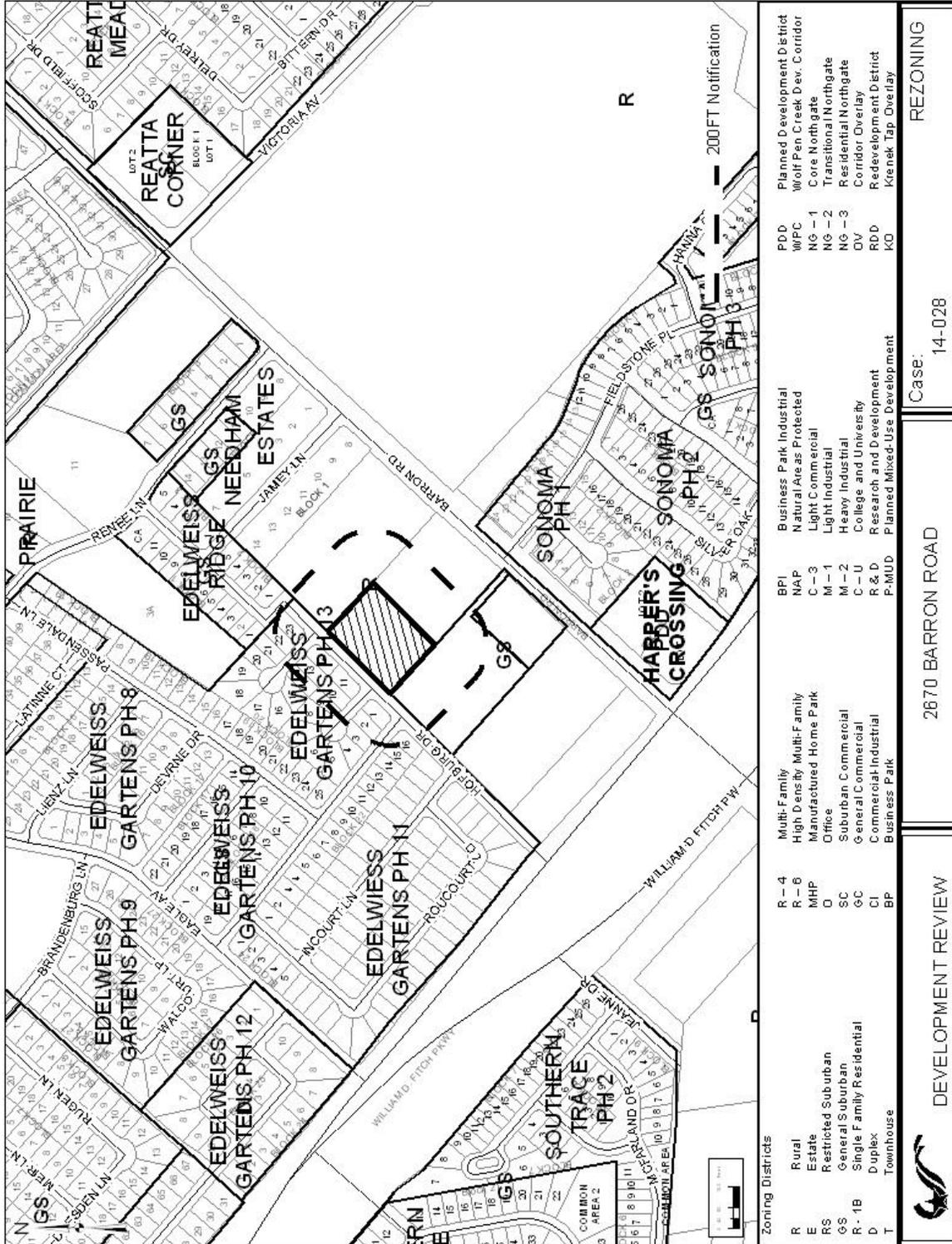
THENCE: S 48° 14' 07" E along the common line of the called 4.931 and the called 2.0 acre Joseph Alcaraz et al tract recorded in Volume 623, Page 311 (O.R.B.C.) for a distance of 256.43 feet to the south corner of the called 2.0 acre Alcaraz tract, said corner also being the west corner of the called 2.961 acre Traditions Montessori School tract recorded in Volume 11384, Page 281 (O.R.B.C.);

THENCE: N 44° 50' 46" E along the common line of the called 2.961 and the called 2.0 acre tracts for a distance of 340.14 feet to the east corner of the called 2.0 acre Alcaraz tract, said corner also being the north corner of the 2.961 acre tract and being in the southwest line of the called 4.89 acre Eugene Savage tract recorded in Volume 10481, Page 206 (O.R.B.C.);

THENCE: N 48° 09' 10" W along the common line of the called 2.0 acre and the called 4.89 acre tracts for a distance of 256.52 feet to the north corner of the called 2.0 acre Alcaraz tract, said corner also being the west corner of the called 4.89 acre Savage tract, and being in the southeast line of the Edelweiss Gartens, Phase 11 Subdivision;

THENCE: S 44° 49' 42" W along the common line of called 2.0 and the Edelweiss Gartens, Phase 11 Subdivision southeast line for a distance of 340.50 feet to the POINT OF BEGINNING and containing 2.0 acres land, more or less.

Exhibit "B"



Zoning Districts	R-4	Multi-Family	BPI	PDD
R	Rural	High Density Multi-Family	Business Park Industrial	Planned Development District
E	R-6	Manufactured Home Park	Natural Areas Protected	Wolf Pen Creek Dev. Corridor
RS	MHP	Office	C-3	NG-1
GS	O	Suburban Commercial	M-1	NG-2
R-1B	SC	General Commercial	M-2	NG-3
D	GC	Commercial Industrial	C-U	DV
T	BP	Business Park	R&D	RDD
			P-MUD	KO

Case:	REZONING
2670 BARRON ROAD	14-028



Legislation Details (With Text)

File #:	14-346	Version:	1	Name:	The Barracks II Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	3/24/2014	In control:		In control:	City Council Regular
On agenda:	4/10/2014	Final action:		Final action:	

Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural and PDD Planned Development District to PDD Planned Development District for an approximate 88.7 acres in the Crawford Burnett League, A-7, 29.175-acre tract, Volume 7583, Page 90, Crawford Burnett League A-7, 54.987-acre tract, Volume 9627, Page 73 of the Official Public Records of Brazos County, Texas, which includes Barracks II Subdivision Phase 102 and Barracks II Subdivision Phase 300 Lot 1 Block 28, and Barracks II Subdivision Phase 100 Lot 1A Block 1, generally located at 12470 Old Wellborn Road.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [Background Information.pdf](#)
 - [Aerial & Small Area Map.pdf](#)
 - [Existing Concept Plan.pdf](#)
 - [Proposed Concept Plan.pdf](#)
 - [Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural and PDD Planned Development District to PDD Planned Development District for an approximate 88.7 acres in the Crawford Burnett League, A-7, 29.175-acre tract, Volume 7583, Page 90, Crawford Burnett League A-7, 54.987-acre tract, Volume 9627, Page 73 of the Official Public Records of Brazos County, Texas, which includes Barracks II Subdivision Phase 102 and Barracks II Subdivision Phase 300 Lot 1 Block 28, and Barracks II Subdivision Phase 100 Lot 1A Block 1, generally located at 12470 Old Wellborn Road.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their March 20, 2014 meeting and voted 6-0 to recommend approval of the rezoning request. Staff also recommended approval of the request.

Summary: The proposed rezoning adds the 29-acre tract to the north to the development and amends a portion of the previously approved PDD Planned Development District zoning and concept plan. This development was initially approved in June 2011 when 108 acres was rezoned from A-O Agricultural Open to PDD Planned Development District and included a mix of single-family attached (townhome), single-family detached, and commercial uses. The original proposal included a wake board ski facility but after concerns that were expressed at the public hearings, Council approved the rezoning without the wake board facilities being included. In April 2012, a revised PDD Planned Development District rezoning

was approved that adjusted the Concept Plan and added recreation facility uses consisting of two 2-tower cable wakeboard ski systems as well as other water recreation uses. In August 2013, a revised PDD Planned Development District rezoning was approved for a portion of the development (59 of the original 108 acres) that realigned streets and alleys adjacent to the park areas, converted some proposed commercial areas along Old Wellborn Road to townhomes, and provided additional uses including a micro-brewery, rental condo units and a development sales office.

The proposed rezoning request consists of the 59 acres amended in August 2013, Commercial Tract 1 at the northeast corner of Deacon Drive West and Holleman Drive South, adds the 29-acre "Barger" tract to the north to the development, and revises some of the permitted uses and standards within the existing PDD area.

REVIEW CRITERIA

1. Consistency with the Comprehensive Plan.
2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood.
3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment.
4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment.
5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment.
6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use.

The Comprehensive Plan designates the subject area as Urban and General Suburban and is located in Growth Area 5. It states that the area near and north of Cain Road is Urban and should be used for intense land use activities including general commercial, office uses, townhomes, high-density apartments, and vertical mixed use. The areas further south of Cain Road to 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 area within the existing PDD Planned Development District allows for a mixture of single-family residences, townhomes, offices and commercial development. Residential uses are capped at a density of 8.50 units per acre and continue a similar development pattern that is immediately to the south that is developed for single-family and townhomes. These developments to the south include The Barracks, a townhome development, as well as the Williamsgate and Buena Vida subdivisions that are single-family subdivisions zoned General Suburban.

The proposed PDD Planned Development District adds the 29-acre tract to the north that will consist of multi-family, townhome, general commercial, and recreation facilities. To the north of the development is property zoned R Rural with about half of the lots developed for single-family and commercial or storage uses with the remainder still vacant. It is anticipated that these areas will develop or redevelop into uses that similar to what is proposed.

Except for the recreation facilities in the center of the development, commercial uses are primarily located on the western edge along Holleman Drive South, a future four-lane major collector, and Deacon Drive West, a major collector, and on the eastern edge of the development along Old Wellborn Road and General Parkway, a minor collector. Additional details regarding the commercial and recreational uses will be described as part of the Concept Plan.

The subject property is located within Wellborn Special Utility District water service area, the City's

sanitary sewer service area, and Bryan Texas Utilities (BTU) electric service area. The property is located in the Steeplechase Sanitary Sewer Impact Fee Area that gravity flows into the Bee Creek Trunk Line, which serves many developments along Harvey Mitchell Parkway. The City is currently in the process of a capital improvement project to install greater sanitary sewer system capacity. Preliminary analysis of this area has identified that the existing sanitary sewer capacity can support the increased sanitary sewer demand from the proposed development, however, future demands in this respective sub-basin will need to be evaluated as development occurs.

The subject property is in the Bee Creek Tributary "B" drainage basin. The subject property is not located within a FEMA regulated Special Flood Hazard Area per FEMA FIRM panel 182C. Future development of the tract will have to meet the requirements of the City Storm Water Design Guidelines. The subject property is located adjacent to Old Wellborn Road (local) to the east and Holleman Drive South (four-lane major collector) to the west. Three future thoroughfares bisect the property: Deacon Drive West (two-lane major collector), General Parkway (two-lane minor collector) and Towers Parkway (two-lane minor collector). These thoroughfares have been constructed as the development has built-out. A left-turn lane on Holleman Drive South will be installed when the intersection with Gunner Trail is constructed.

REVIEW OF CONCEPT PLAN

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, recreation facilities and commercial businesses that cater to the student population. The intent has not changed. The rezoning request adds additional land and uses to the Barracks II Development and PDD Zoning."

Base Zoning and Meritorious Modifications

The applicant proposes to utilize R-3 Townhouse, R-4 Multi-Family, R-6 High Density Multi-Family, C-3 Light Commercial, SC Suburban Commercial, and GC General Commercial as the base, underlying zoning districts as identified on the Concept Plan. The existing PDD zoning was approved with meritorious modifications that will carry over with this PDD rezoning and additions and changes are summarized below. In accordance with the purpose statement, the Concept Plan includes a mixture of residential, commercial and office, and recreational uses summarized as the following:

Residential

Townhomes are proposed within the areas of the existing PDD with the single-family previously approved and they are capped at a combined density of 8.5 units per acre. Some townhome units have access via a public alley while the majority has access in the front from the public street. The townhome blocks are arranged around series of small pocket park and open spaces. Multi-family and townhome units are proposed to be added to the PDD and they will be subject to standard R-4 Multi-family zoning requirements. Duplexes are not permitted within the PDD.

Commercial

Commercial Tract 3 in the southeast corner of the development retains its modified C-3 Light Commercial uses and standards as previously approved. Commercial Tract 1 and Commercial Tract 2 along Deacon Drive West proposes to change from the modified C-3 Light Commercial to SC Suburban Commercial requirements while permitting additional uses of fuel sales with up to 10 fueling stations, drive-thru restaurants, and retail sales and service - alcohol (liquor store). Commercial Tract 1A and Commercial Tract 4 are proposed within the area added to the PDD and are proposed to follow standard GC General Commercial requirements.

Recreation Facilities

The proposed PDD provides additional recreational opportunities by creating Recreation Facility 2 (RF-2) Mixed Use Tract 1 within the area added to the proposed PDD. The RF-2 Mixed Use Tract 1 can consist of multi-family or condo units meeting R-6 High Density Multi-Family zoning standards or GC General Commercial uses including health clubs, indoor sports facilities, outdoor sports facilities, hotel, offices, personal service shop, restaurants, and theaters. Night clubs, bars, and taverns are also permitted if a Conditional Use Permit is approved by Council.

The PDD further expands opportunities provided in the Recreation Facility tract. In addition to the uses

and requirements as provided in the existing PDD, the proposed PDD extends the evening hours of operation of the cable wake board ski facility from as late as 10 PM to as late as midnight. Operation hours of other recreational facilities hours could also be extended from as late as midnight to as late as 2 AM. The proposed PDD also permits motorized vehicles for the recreational activities instead of just being limited to rescue or maintenance purposes.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Aerial Map (SAM)
3. Existing Concept Plan
4. Proposed Concept Plan
5. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: March 20, 2014

Advertised Council Hearing Dates: April 10, 2014

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:

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

Property owner notices mailed: 119
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	R Rural	Vacant, single-family, commercial businesses
South	General Suburban – Growth Area 5	GS General Suburban; T Townhome; R Rural	Townhomes (The Barracks), single-family residences (Williamsgate and Buena Vida subdivisions), vacant
East	6-lane major arterial on Thoroughfare Plan		Old Wellborn Road, Railroad tracks and Wellborn Road.
West	General Suburban & Restricted Suburban – Growth Area 5 (across Holleman Drive S)	PDD Planned Development District; R Rural	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); PDD Planned Development District to PDD Planned Development District (2013)

Final Plat: Barracks II Phase 300; Barracks II Phases 100-104 & 200 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 or are in the process of construction (Barracks II Phases 100-104, 200, & 201).

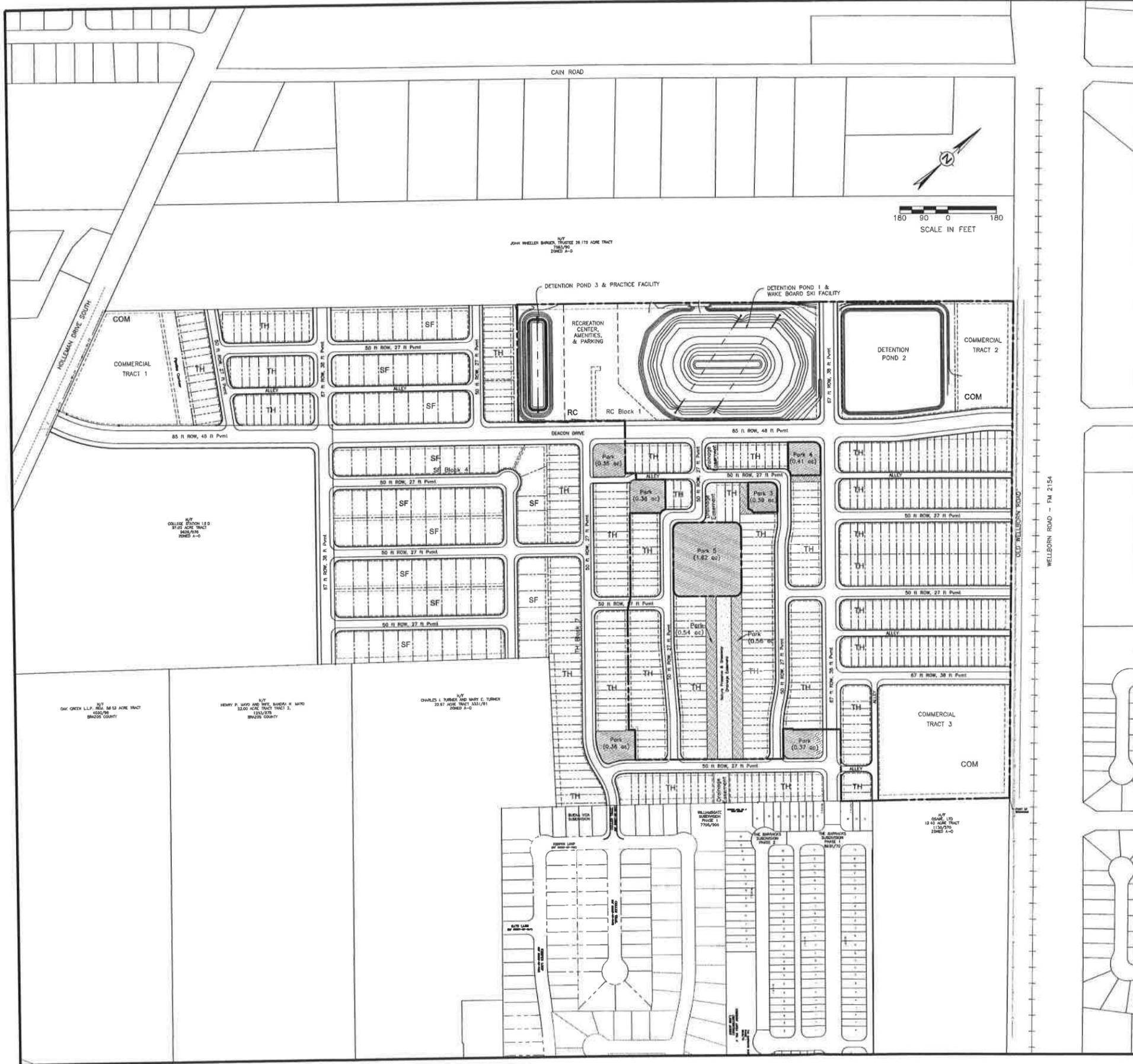


REZONING
Case: 13-241

THE BARRICKS II
12470 OLD WELLBORN RD

DEVELOPMENT REVIEW





- ### 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 make 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 from C-3 Zoning) 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 7.4.4 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 street 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.
 - Special conditions for Commercial (COM) development:
 - 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 to 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 home or business. 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.

- ### 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) 690-7250

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

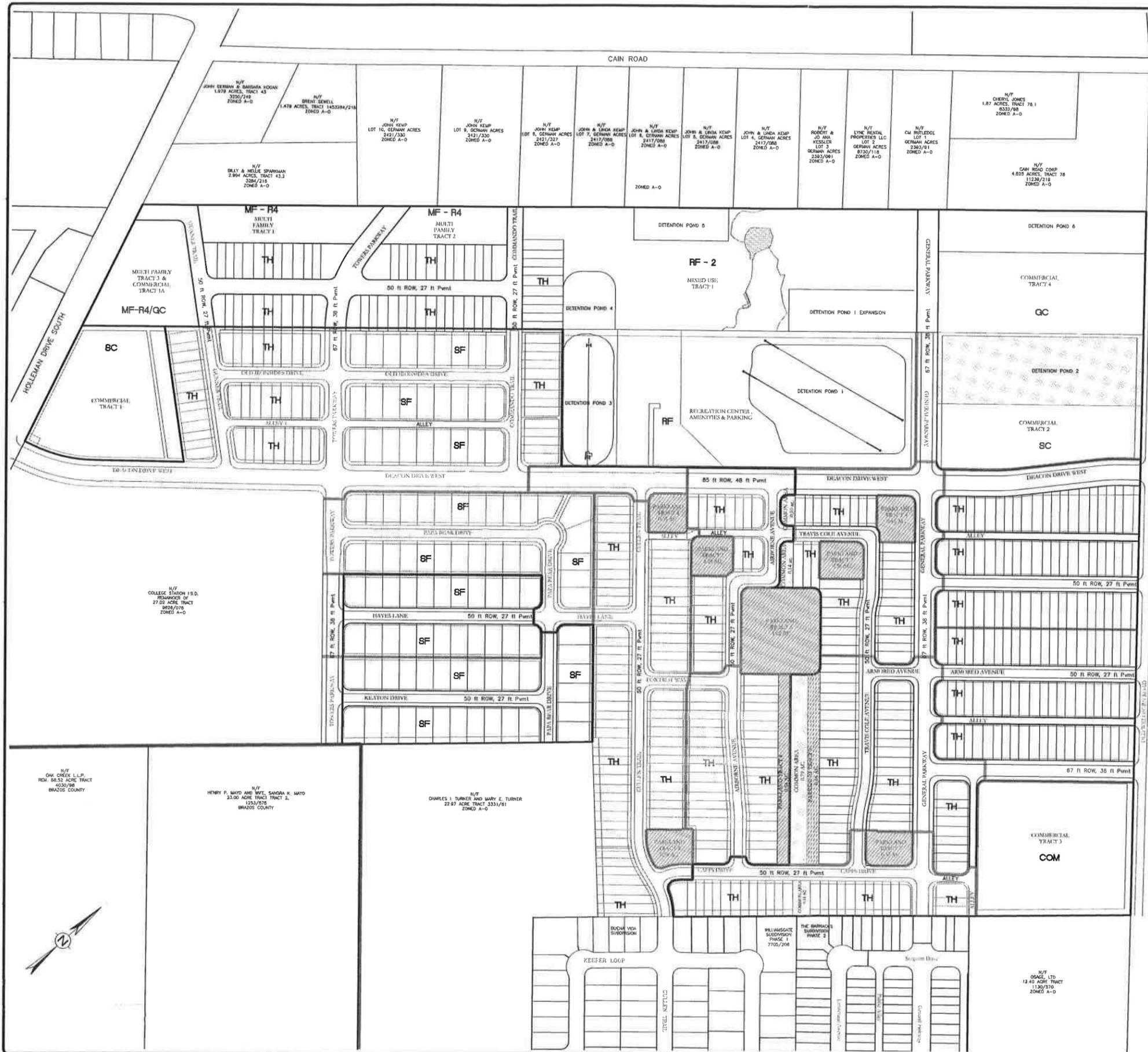
ZONING STATUS:
Current: PDD
Proposed: PDD

ENGINEER:
Schultz Engineering, LLC
TIMP, Elm St., No. 1237
2731 Lavonnie Dr., Suite A
College Station, TX 77845
(979) 764-3094

VICINITY MAP

NOT TO SCALE

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

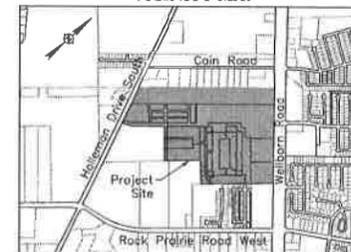


- SITE NOTES:
1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
 2. THE SITE ADDRESS IS 3100 HAUPT ROAD, COLLEGE STATION, TEXAS.
 3. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE F.E.M.E. FLOOD INSURANCE RATE MAP FOR BRAZOS COUNTY AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48041C0305 E, EFFECTIVE DATE: 05-16-2012.
 4. PARKS 3, 4 & 7 ARE NOT INCLUDED IN THIS REZONING.

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

VICINITY MAP



CONCEPT PLAN

THE BARRACKS II DEVELOPMENT
 84.857 ACRES
& COMMERCIAL TRACT 1 LOT 1A, BLOCK 1,
THE BARRACKS II SUBDIVISION PHASE 100
 3.822 ACRES
 CRAWFORD BURNETT LEAGUE, A-7
 COLLEGE STATION, BRAZOS COUNTY, TEXAS
 FEBRUARY 2014

OWNER/DEVELOPER:
 Heath Phillips Investments, LLC
 P.O. Box 262
 Wellborn, Texas 77881

ZONING STATUS:
 Current: PDD & R
 Proposed: PDD

ENGINEER:



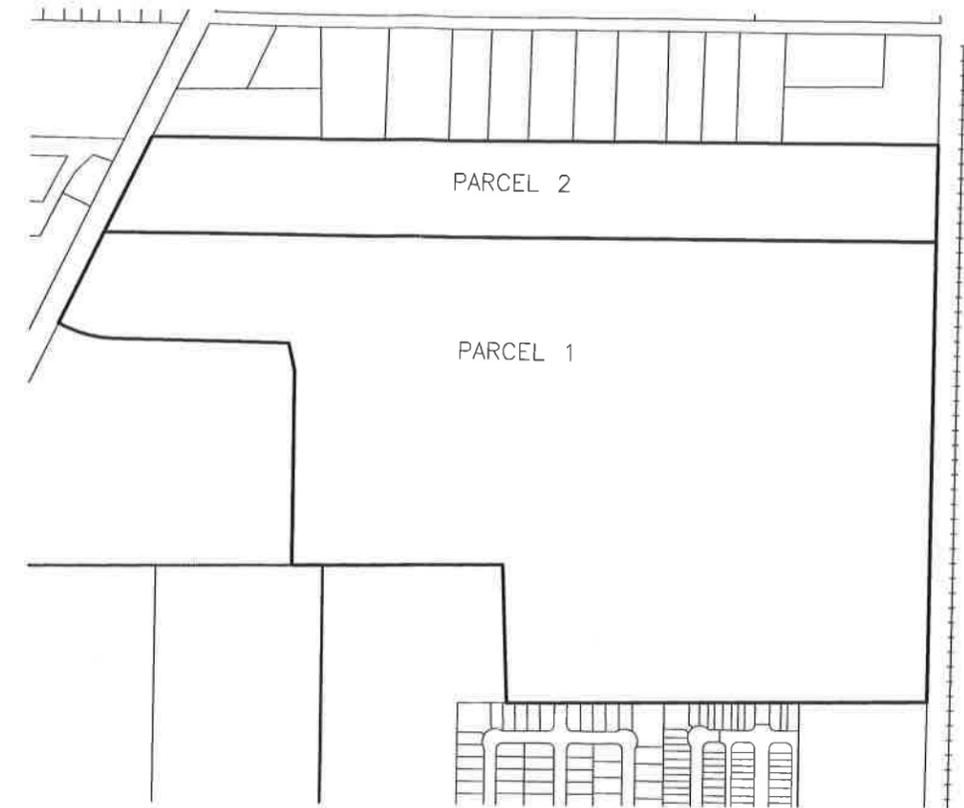
SURVEYOR:
 Brad Kerr, DPLS No. 4502
 Kern Surveying, L.L.C.
 P.O. Box 209
 College Station, TX 77845
 (979) 268-3195

THP: Tran Reg. No. 12327
 2330 Longview Dr., Suite A
 College Station, TX 77845
 (979) 764-3941

1. The land uses proposed for this property are as listed on this plan.
 - a. Townhomes (TH) meeting R-3 zoning requirements with variances as noted below.
 - b. General Commercial (GC) meeting GC zoning requirements
 - c. Commercial (COM) meeting C-3 zoning requirements with variances noted below. The following additional uses are permitted in Commercial Tract 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 areas being greater than 50% of the space (i.e. office/warehouse with overhead doors)
 - Self Storage - equipment, materials, recreational vehicles, or boats - in buildings with at least 3 enclosed sides.
 - d. Recreation Facility (RF) including commercial amusement activities, cable wake board ski facility, flyboarding, 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), upon build out of the development the model residential condos will become rental condo unit. Also, additional rental condo units for overnight accommodations on a short or long basis will be allowed in this area. The total number of rental condo units will not exceed 20 units. The units will be rental only and will be owned by the Recreation Facility Developer.
 - e. Multi-Family (MF-4) meeting R-4 zoning requirements. Duplexes are not permitted in this designation.
 - f. Suburban Commercial (SC) meeting SC zoning requirements with the addition of retail sales, convenience store with fuel sales up to 10 fueling stations and a drive through window restaurant, and retail sales and service - alcohol.
 - g. Recreation Facility 2 (RF-2) Mixed Use Tract including all uses in the Recreation Facility (RF) with additions of multi-family units or condos meeting R-6 requirements, General Commercial uses including health clubs, indoor sports facilities, outdoor sports facilities, hotel, offices, personal service shop, restaurants, and theaters. Night clubs, bars, and taverns may be permitted by Conditional Use Permit. Duplexes are not permitted in this designation.
2. General bulk or dimensional variations (meritorious modifications) are as follows:
 - a. Townhome (TH) development (variations 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
 - b. Commercial (COM) development (variations from C-3 Zoning)
 - Restaurants shall not be permitted in Commercial Tract 3.
 - The rear setback for self storage structures adjacent to a public alley or common area will be 5 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 or a concrete wall with stone veneer.
 - c. 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.
 - d. Dead-end streets in residential areas are permitted up to maximum of 100 feet in length.
3. Special conditions for Commercial (COM), Suburban Commercial (SC) or General Commercial (GC) development for Commercial Tracts 1, 1A, 2, 3, & 4:
 - a. 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 (RF) and Recreation Facility (RF-2).
 - b. Self storage units shall be allowed in Commercial Tract 3 only. The total leasable area of all self storage units shall not exceed 21,400 sf.
 - c. No openings to self storage buildings are allowed on the sides adjacent to any street right-of-way or alley that is associated with residential development.
 - d. 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 sell/rent trucks or trailers. 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.

- e. Individual commercial buildings shall not exceed 10,000 sf with the following exceptions:
 - Commercial buildings on Commercial Tract 4 are not restricted in size.

- 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 Facility (RF) & Recreation Facility 2 (RF-2).
- f. The following applies to tracts 1, 1A, 2, & 3. 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.
 - g. All commercial tracts shall provide cross access in accordance with the UDO.
 - h. Convenience stores with fuel sales in SC areas shall be limited to either Commercial Tract 1 or Commercial Tract 2.
4. Special conditions for the Recreation Facility (RF) are as follows:
 - a. Food and beverage services are permitted within the Recreation Facility. Maximum size of the restaurant shall be 5000 sf inclusive of all indoor seating, kitchen, office, and storage spaces.
 - b. Commercial amusement activities, including water recreation and associated equipment, shall be allowed within the Recreation Facility boundary shown on the Concept Plan. Motorized vehicles are allowed for recreational activities and for rescue or maintenance purposes.
 - c. Any buildings and parking areas associated with the Recreation Facility shall comply with the Non-Residential Architectural Standards in the UDO.
 - d. 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.
 - e. Drainage and access easements shall be granted to the Homeowners Association for maintenance purposes associated with the detention ponds and their related appurtenances.
 - f. 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 12:00 midnight. All other recreational amenities may be open for use between the hours of 7:00 a.m. and 2:00 a.m. The restaurant will be allowed to set its own hours of operation.
 - Lighting shall be designed in accordance with the Unified Development Ordinance. Lights 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.
 - The Recreation Facility shall have a maximum of three 2-tower cable wake board ski systems.
 5. A block length of up to 1270 feet is allowed along Deacon Drive in front of the Recreation Facility and along the north boundary of Recreation Facility 2 (RF-2). A block length of 860 feet is allowed along the east side of Commando Trail, the East and West sides of General Parkway and the west side of Old Wellborn Road. A block perimeter of 4,179 feet is required for the block created by General Parkway, Deacon Drive West, Commando Trail, and the German Acres Subdivision. A block perimeter of 2,936 feet is required for the block created by General Parkway, Deacon Drive West, Old Wellborn Road, and the Cain Road Corporation Tract.
 6. Density for the residential development portions of Parcel 1 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 pond, common areas) plus the privately owned properties inside the residential areas. Detention ponds used in conjunction with the Recreation Facility are excluded from this computation as long as commercial operations are offered at the facility. Detention pond 2 is to be used for Parcel 1 density calculations. Detention pond 2, Commercial Tract 2, & Commercial Tract 4 can be reconfigured as long as detention pond 2 is contiguous across Parcels 1 and 2.
 7. Recreation Facility (RF) and Commercial Tract 4 shall be limited to a maximum height of 50 feet. All other designations shall meet the requirements of the UDO based on the use.
 8. When there are more than 30 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.
 9. Unless otherwise noted herein, buffer areas will be provided in accordance with the UDO.
 10. Driveway access from residential lots shall not be permitted onto streets designated as minor collector or larger.
 11. 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.
 12. All stormwater requirements (including detention) shall be designed to comply with the BCS Drainage Design Guidelines. The detention pond adjacent to Commercial Tracts 2 & 4 shall also meet commercial standards including landscaping and treatment of concrete structures.
 13. 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, 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.
 14. 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 platting or site plan submittal.
 15. A left turn lane will be constructed on Holleman Drive when the Gunner Drive connection is made.



CONCEPT PLAN

THE BARRACKS II DEVELOPMENT
84.857 ACRES
& COMMERCIAL TRACT 1 LOT 1A, BLOCK 1,
THE BARRACKS II SUBDIVISION PHASE 100
3.822 ACRES
 CRAWFORD BURNETT LEAGUE, A-7
 COLLEGE STATION, BRAZOS COUNTY, TEXAS
 FEBRUARY 2014

<p>OWNER/DEVELOPER: Heath Phillips Investments, LLC P.O. Box 262 Wellborn, Texas 77881</p> <p>SURVEYOR: David Kerr, R.T.S. No. 4502 Kerr Surveying, L.L.C. P.O. Box 260 College Station, TX 77941 (979) 266-3155</p>	<p>ZONING STATUS: Current: PDD & R Proposed: PDD</p> <p>ENGINEER: Schultz Engineering, LLC</p> <p>TITLE: Final Reg. No. 12327 2730 Longshire Dr., Suite A College Station, TX 77945 (979) 761-9840</p>
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SHEET 2 OF 2

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "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; 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 12, "Unified Development Ordinance," Section 12-4.2, "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 shown in Exhibit "B", the Concept Plan Notes listed in Exhibit "C", and as shown graphically in Exhibit "D", 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 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 10th day of April, 2014.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

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

Tract 1: The following 29.869-acre tract is rezoned from R Rural to PDD Planned Development District:

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

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 29.175 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO JOHN WHEELER BARGER, TRUSTEE OF THE MABEL M. BARGER TRUST RECORDED IN VOLUME 7583, PAGE 90 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A ½ INCH IRON ROD FOUND ON THE NORTHEAST LINE OF HOLLEMAN DRIVE S. MARKING THE WEST CORNER OF THE REMAINDER OF A 108.88 ACRE TRACT OF LAND 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. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND ON AT THE INTERSECTION OF THE NORTHEAST LINE OF HOLLEMAN DRIVE S. AND THE NORTHWEST LINE OF DEACON DRIVE W. BEARS: S 22° 02' 42" E FOR A DISTANCE OF 412.84 FEET (DEED CALL AND MEASURED, 9627/73) AND THE CITY OF COLLEGE STATION GPS MONUMENT NO. 117 BEARS: S 49° 44' 44" E FOR A DISTANCE OF 3034.14 FEET;

THENCE: N 22° 02' 42" W ALONG THE NORTHEAST LINE OF HOLLEMAN DRIVE S. FOR A DISTANCE OF 433.24 FEET (DEED CALL: N 18° 00' 00" W - 440.00 FEET, 7583/90) TO A 1/2 INCH IRON ROD SET MARKING THE SOUTH CORNER OF A CALLED 1.969 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO BILLY W. SPARKMAN AND NELLIE SPARKMAN RECORDED IN VOLUME 3381, PAGE 255 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A FENCE CORNER POST FOUND MARKING THE WEST CORNER OF SAID 1.969 ACRE TRACT BEARS: N 21° 58' 34" W FOR A DISTANCE OF 220.45 FEET;

THENCE: N 42° 08' 32" E, AT 703.04 FEET PASS A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF A CALLED 1.048 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO BILLY W. SPARKMAN AND NELLIE SPARKMAN RECORDED IN VOLUME 3284, PAGE 216 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS AND THE SOUTH CORNER OF LOT 10, GERMAN ACRES ACCORDING TO THE PLAT RECORDED IN VOLUME 2393, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON ALONG THE SOUTHEAST LINE OF SAID GERMAN ACRES, AT 2114.49 FEET PASS A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOTS 3 AND 4 OF SAID

EXHIBIT "A" (continued)

GERMAN ACRES, AT 2591.93 FEET PASS A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF LOT 1 OF SAID GERMAN ACRES AND THE SOUTH CORNER OF A CALLED 3.475 ACRE TRACT OF LAND AS DESCRIBED AS TRACT 3 BY A DEED TO CIRCLE H INVESTMENTS, LLC RECORDED IN VOLUME 11239, PAGE 219 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON ALONG THE SOUTHEAST LINE OF SAID 3.475 ACRE TRACT FOR A TOTAL DISTANCE OF 3219.51 FEET (DEED CALL: N 45° 00' 00" E - 3221.00 FEET, 7583/90) TO A 1/2 INCH IRON ROD SET ON THE SOUTHWEST LINE OF OLD WELLBORN ROAD MARKING THE EAST CORNER OF SAID 3.475 ACRE TRACT. FOR REFERENCE, A SANITARY SEWER CLEAN OUT FOUND BEARS: N 80° 13' 43" W FOR A DISTANCE OF 0.81 FEET;

THENCE: S 47° 04' 17" E ALONG THE SOUTHWEST LINE OF OLD WELLBORN ROAD FOR A DISTANCE OF 395.75 FEET (DEED CALL: S 41° 45' 00" E - 395.00 FEET, 7583/90) TO A 6 INCH FENCE CORNER POST FOUND MARKING THE NORTH CORNER OF SAID REMAINDER OF 108.88 ACRE TRACT. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID 108.88 ACRE TRACT BEARS: S 47° 04' 17" E FOR A DISTANCE OF 1867.58 FEET (DEED CALL AND MEASURED, 9627/73);

THENCE: S 42° 14' 17" W ALONG THE NORTHWEST LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND 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 FOR A DISTANCE OF 3402.74 FEET (DEED CALL AND MEASURED, 9627/73)(DEED CALL: S 45° 00' 00" W - 3270.00 FEET, 7583/90) TO THE POINT OF BEGINNING CONTAINING 29.869 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND SEPTEMBER, 2013. SEE PLAT PREPARED SEPTEMBER, 2013 FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/WORK/MAB/13-647
REVISED 09-18-13



EXHIBIT “A” (continued)

Tract 2: The following property is rezoned from PDD Planned Development District to PDD Planned Development District to revise the Concept Plan and associated uses and standards:

Barracks II Subdivision Phase 100 Lot 1A, Block 1 (3.822 acres) and a 54.987-acre tract that includes Barracks II Subdivision Phase 102 and Barracks II Subdivision Phase 300 Lot 1, Block 28 as described as follows:

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

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT 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, AND ALL OF THE BARRACKS II SUBDIVISION, PHASE 102, ACCORDING TO THE PLAT RECORDED IN VOLUME 11646, PAGE 167 OF THE OFFICIAL PUBLIC RECORDS, 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, SAME BEING THE SOUTHEAST LINE OF THE BARRACKS II SUBDIVISION, PHASE 102, FOR A DISTANCE OF 429.64 FEET TO A 1/2 INCH IRON ROD FOUND MARKING AN ANGLE POINT IN SAID COMMON LINE;

THENCE: S 41° 18' 46" W CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND THE BARRACKS SUBDIVISION, PHASE 2, SAME BEING THE SOUTHEAST LINE OF THE BARRACKS II SUBDIVISION, PHASE 102, FOR A DISTANCE OF 124.14 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF THE BARRACKS SUBDIVISION, PHASE 2, AND THE NORTH CORNER OF WILLIAMSGATE SUBDIVISION, PHASE 1, ACCORDING TO THE PLAT RECORDED IN VOLUME 7705, PAGE 206 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 41° 28' 43" W ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND WILLIAMSGATE SUBDIVISION, PHASE 1, SAME BEING THE SOUTHEAST LINE OF THE BARRACKS II SUBDIVISION, PHASE 102, FOR A DISTANCE OF 396.90 FEET TO THE NORTHEAST LINE OF CULLEN TRAIL (50' R.O.W.) MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 225.00 FEET, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER 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, SAME BEING THE ORIGINAL SOUTH CORNER OF SAID 108.88 ACRE TRACT, BEARS: S 41° 30' 18" W FOR A DISTANCE OF 240.59 FEET;

THENCE: ALONG THE NORTHEAST LINE OF CULLEN TRAIL AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 28' 21" FOR AN ARC DISTANCE OF 84.32 FEET (CHORD BEARS: N 58° 26' 07" W - 83.83 FEET) TO THE END OF SAID CURVE AND THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

THENCE: ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 98° 13' 14" FOR AN ARC DISTANCE OF 42.86 FEET (CHORD BEARS: N 20° 03' 41" W - 37.80 FEET) TO THE END OF SAID CURVE ON THE SOUTHWEST LINE OF CAPP'S DRIVE (50' R.O.W.) AND THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 125.00 FEET;

THENCE: ALONG THE SOUTHEAST LINE OF CAPP'S DRIVE FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 11' 21" FOR AN ARC DISTANCE OF 28.77 FEET (CHORD BEARS: N 35° 38' 37" E - 28.71 FEET) TO THE END OF SAID CURVE;

N 42° 14' 17" E FOR A DISTANCE OF 30.55 FEET TO THE END OF THE PLATTED RIGHT-OF-WAY OF CAPP'S DRIVE;

THENCE: N 47° 45' 43" W ACROSS THE END OF CAPP'S DRIVE FOR A DISTANCE OF 50.00 FEET TO THE EAST CORNER OF PARKLAND TRACT 6, ACCORDING TO THE PLAT OF THE BARRACKS II SUBDIVISION, PHASE 100, RECORDED IN VOLUME 10570, PAGE 293 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: THROUGH SAID REMAINDER OF 108.88 ACRE TRACT FOR THE FOLLOWING CALLS:

N 42° 14' 17" E FOR A DISTANCE OF 96.75 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A

EXHIBIT "A" (continued)

RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: N 02° 45' 43" W - 35.36 FEET) TO THE END OF SAID CURVE;

N 42° 14' 17" E FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: N 87° 14' 17" E - 35.36 FEET) TO THE END OF SAID CURVE;

N 42° 14' 17" E FOR A DISTANCE OF 113.63 FEET;

N 47° 45' 43" W FOR A DISTANCE OF 613.00 FEET TO THE SOUTHEAST LINE OF PARKLAND TRACT 5 (THE BARRACKS II SUBDIVISION, PHASE 100);

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND SAID PARKLAND TRACT 5 FOR THE FOLLOWING CALLS:

N 42° 14' 17" E FOR A DISTANCE OF 70.63 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: N 02° 45' 43" W - 35.36 FEET) TO THE END OF SAID CURVE;

N 47° 45' 43" W FOR A DISTANCE OF 228.00 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: S 87° 14' 17" W - 35.36 FEET) TO THE END OF SAID CURVE;

S 42° 14' 17" W FOR A DISTANCE OF 132.00 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

THENCE: THROUGH SAID REMAINDER OF 108.88 ACRE TRACT FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 53" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: N 02° 45' 46" W - 35.35 FEET) TO THE END OF SAID CURVE;

N 47° 45' 43" W FOR A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: N 02° 45' 43" W - 35.36 FEET) TO THE END OF SAID CURVE;

N 42° 14' 17" E FOR A DISTANCE OF 17.00 FEET;

N 47° 45' 43" W FOR A DISTANCE OF 50.00 FEET;

S 42° 14' 17" W FOR A DISTANCE OF 17.00 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: S 87° 14' 17" W - 35.36 FEET) TO THE END OF SAID CURVE;

N 47° 45' 43" W FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: N 02° 45' 43" W - 35.36 FEET) TO THE END OF SAID CURVE ON THE EXTENSION OF THE SOUTHEAST LINE OF DEACON DRIVE WEST (85' R.O.W.);

N 42° 14' 17" E ALONG THE EXTENSION OF THE SOUTHEAST LINE OF DEACON DRIVE WEST FOR A DISTANCE OF 22.00 FEET;

EXHIBIT "A" (continued)

N 47° 45' 43" W FOR A DISTANCE OF 85.00 FEET TO THE EXTENSION OF THE NORTHWEST LINE OF DEACON DRIVE WEST;

S 42° 14' 17" W ALONG THE NORTHWEST LINE OF DEACON DRIVE WEST AND THE EXTENSION THEREOF FOR A DISTANCE OF 750.25 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF BLOCK 7, THE BARRACKS II SUBDIVISION, PHASE 101, 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 A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF A CALLED 29.869 ACRE TRACT AS DESCRIBED BY A DEED TO HEATH PHILLIPS INVESTMENTS, LLC, RECORDED IN VOLUME 11623, PAGE 227 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 42° 14' 17" E ALONG THE COMMON LINE OF SAID REMAINDER OF 108.88 ACRE TRACT AND SAID 29.869 ACRE TRACT FOR A DISTANCE OF 1858.55 FEET TO A FENCE CORNER POST FOUND ON THE SOUTHWEST LINE OF OLD WELLBORN ROAD MARKING THE COMMON CORNER OF SAID REMAINDER OF 108.88 ACRE TRACT AND SAID 29.869 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 56.155 ACRES OF LAND, MORE OR LESS;

SAVE AND EXCEPT THE FOLLOWING TRACTS OF LAND:

-ALL OF PARKLAND TRACT 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, CONTAINING 0.374 OF AN ACRE OF LAND;

-ALL OF PARKLAND TRACT 3, THE BARRACKS II SUBDIVISION, PHASE 100 (PLAT 10570/293) AS REVISED BY 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, AND FURTHER REVISED BY CITY OF COLLEGE STATION ORDINANCE NO. 2012-3452 DATED OCTOBER 11, 2012, CONTAINING 0.385 OF AN ACRE OF LAND;

-ALL OF PARKLAND TRACT 4, THE BARRACKS II SUBDIVISION, PHASE 100 (PLAT 10570/293) AS REVISED BY 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, AND FURTHER REVISED BY CITY OF COLLEGE STATION ORDINANCE NO. 2012-3452 DATED OCTOBER 11, 2012, CONTAINING 0.409 OF AN ACRE OF LAND;

FOR A TOTAL OF 54.987 ACRES OF LAND, MORE OR LESS. 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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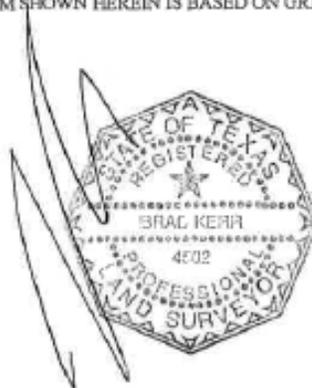


EXHIBIT "B" Concept Plan

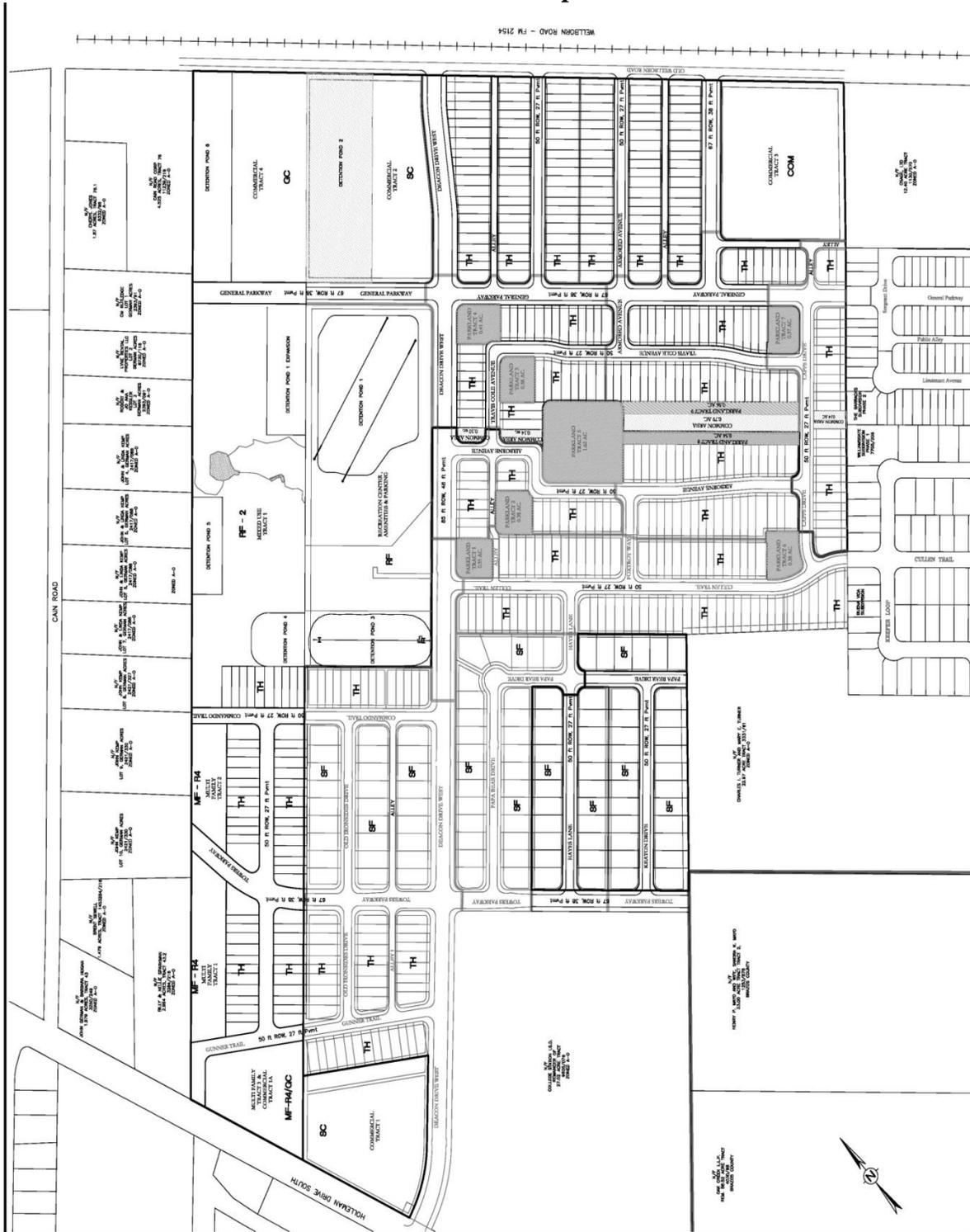


EXHIBIT “C” Concept Plan Notes

1. The land uses proposed for this property are as listed on this plan.
 - a. Townhomes (TH) meeting R-3 Townhouse zoning requirements with variances as noted below.
 - b. General Commercial (GC) meeting GC General Commercial zoning requirements
 - c. Commercial (COM) meeting C-3 Light Commercial zoning requirements with variances noted below. The following additional uses are permitted in Commercial Tract 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 areas being greater than 50% of the space (i.e. office/warehouse with overhead doors)
 - Self Storage - equipment, materials, recreational vehicles, or boats - in buildings with at least 3 enclosed sides.
 - d. Recreation Facility (RF) including commercial amusement activities, cable wake board ski facility, flyboarding, 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), upon build out of the development the model residential condos will become rental condo unit. Also, additional rental condo units for overnight accommodations on a short or long basis will be allowed in this area. The total number of rental condo units will not exceed 20 units. The units will be rental only and will be owned by the Recreation Facility Developer.
 - e. Multi-Family (MF-4) meeting R-4 Multi-Family zoning requirements. Duplexes are not permitted in this designation.
 - f. Suburban Commercial (SC) meeting SC Suburban Commercial zoning requirements with the addition of retail sales, convenience store with fuel sales up to 10 fueling stations and a drive through window restaurant, and retail sales and service - alcohol.
 - g. Recreation Facility 2 (RF-2) Mixed Use Tract including all uses in the Recreation Facility (RF) with additions of multi-family units or condos meeting R-6 High Density Multi-Family requirements, General Commercial uses including health clubs, indoor

EXHIBIT “C” Concept Plan Notes (continued)

sports facilities, outdoor sports facilities, hotel, offices, personal service shop, restaurants, and theaters. Night clubs, bars, and taverns may be permitted by Conditional Use Permit. Duplexes are not permitted in this designation.

2. General bulk or dimensional variations (meritorious modifications) are as follows:
 - a. Townhome (TH) development (variations from R-3 Townhouse 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
 - b. Commercial (COM) development (variations from C-3 Light Commercial zoning)
 - Restaurants shall not be permitted in Commercial Tract 3.
 - The rear setback for self storage structures adjacent to a public alley or common area will be 5 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 or a concrete wall with stone veneer.
 - c. Commercial Tracts 2 and 3 shall each be permitted to erect a freestanding sign in accordance with Section 12-7.5.N of the UDO. These signs may be raised to a maximum height of 20 feet.
 - d. Dead-end streets in residential areas are permitted up to maximum of 100 feet in length.
3. Special conditions for Commercial (COM), Suburban Commercial (SC) or General Commercial (GC) development for Commercial Tracts 1, 1A, 2, 3, & 4:
 - a. 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 (RF) and Recreation Facility (RF-2).
 - b. Self storage units shall be allowed in Commercial Tract 3 only. The total leasable area of all self storage units shall not exceed 21,400 sf.
 - c. No openings to self storage buildings are allowed on the sides adjacent to any street right-of-way or alley that is associated with residential development.
 - d. 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 sell/rent trucks or trailers. The office will be

EXHIBIT “C” Concept Plan Notes (continued)

- 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.
- e. Individual commercial buildings shall not exceed 10,000 sf with the following exceptions:
 - Commercial buildings on Commercial Tract 4 are not restricted in size.
 - 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 Facility (RF) & Recreation Facility 2 (RF-2).
 - f. The following applies to tracts 1, 1A, 2, & 3. 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.
 - g. All commercial tracts shall provide cross access in accordance with the UDO.
 - h. Convenience stores with fuel sales in SC areas shall be limited to either Commercial Tract 1 or Commercial Tract 2.
4. Special conditions for the Recreation Facility (RF) are as follows:
- a. Food and beverage services are permitted within the Recreation Facility. Maximum size of the restaurant shall be 5000 sf inclusive of all indoor seating, kitchen, office, and storage spaces.
 - b. Commercial amusement activities, including water recreation and associated equipment, shall be allowed within the Recreation Facility boundary shown on the Concept Plan. Motorized vehicles are allowed for recreational activities and for rescue or maintenance purposes.
 - c. Any buildings and parking areas associated with the Recreation Facility shall comply with the Non-Residential Architectural Standards in the UDO.
 - d. 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.
 - e. Drainage and access easements shall be granted to the Homeowners Association for maintenance purposes associated with the detention ponds and their related appurtenances.

EXHIBIT “C” Concept Plan Notes (continued)

- f. 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 12:00 midnight. All other recreational amenities may be open for use between the hours of 7:00 a.m. and 2:00 a.m. The restaurant will be allowed to set its own hours of operation.
 - Lighting shall be designed in accordance with the Unified Development Ordinance. Lights 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.
 - The Recreation Facility shall have a maximum of three 2-tower cable wake board ski systems.
5. A block length of up to 1,270 feet is allowed along Deacon Drive West in front of the Recreation Facility and along the north boundary of Recreation Facility 2 (RF-2). A block length of 860 feet is allowed along the east side of Commando Trail, the east and west sides of General Parkway and the west side of Old Wellborn Road. A block perimeter of 4,179 feet is required for the block created by General Parkway, Deacon Drive West, Commando Trail, and the German Acres Subdivision. A block perimeter of 2,936 feet is required for the block created by General Parkway, Deacon Drive West, Old Wellborn Road, and the Cain Road Corporation Tract.
6. Density for the residential development portions of Parcel 1 (see figure below) 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 pond, common areas) plus the privately owned properties inside the residential areas. Detention ponds used in conjunction with the Recreation Facility are excluded from this computation as long as commercial operations are offered at the facility. Detention pond 2 is to be used for Parcel 1 density calculations. Detention pond 2, Commercial Tract 2, & Commercial Tract 4 can be reconfigured as long as detention pond 2 is contiguous across Parcels 1 and 2.
7. Recreation Facility (RF) and Commercial Tract 4 shall be limited to a maximum height of 50 feet. All other designations shall meet the requirements of the UDO based on the use.
8. When there are more than 30 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.
9. Unless otherwise noted herein, buffer areas will be provided in accordance with the UDO.
10. Driveway access from residential lots shall not be permitted onto streets designated as minor collector or larger.

EXHIBIT “C” Concept Plan Notes (continued)

11. 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.
12. All stormwater requirements (including detention) shall be designed to comply with the BCS Drainage Design Guidelines. The detention pond adjacent to Commercial Tracts 2 & 4 shall also meet commercial standards including landscaping and treatment of concrete structures.
13. 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, 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.
14. 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 platting or site plan submittal.
15. A left turn lane will be constructed on Holleman Drive when the Gunner Drive connection is made.

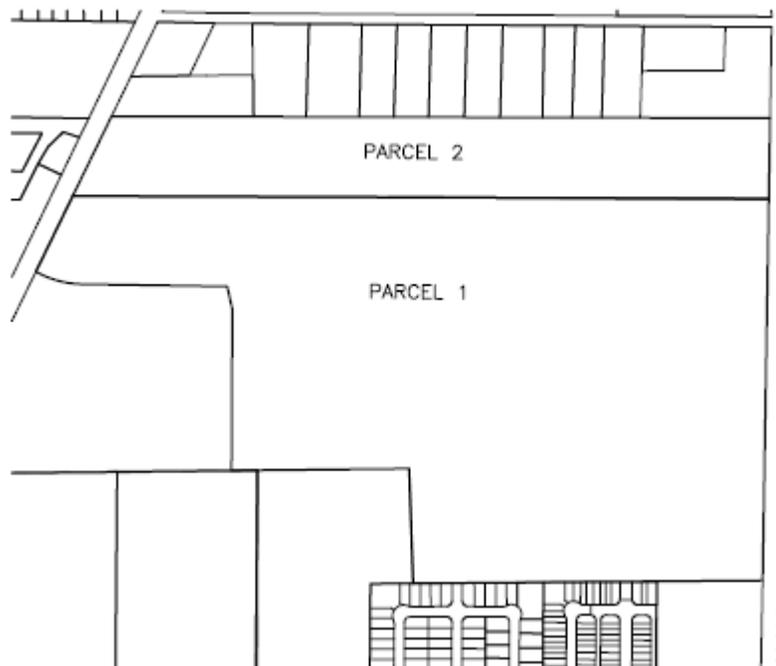


EXHIBIT "D"



REZONING
Case: 13-241
THE BARRICKS II 12470 OLD WELLBORN RD
DEVELOPMENT REVIEW



Legislation Details (With Text)

File #: 14-363 **Version:** 1 **Name:** Budget Amendment #3
Type: Ordinance **Status:** Agenda Ready
File created: 4/2/2014 **In control:** City Council Regular
On agenda: 4/10/2014 **Final action:**
Title: Public Hearing, presentation, possible action, and discussion on Budget Amendment #3 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$46,327.
Sponsors:
Indexes:
Code sections:
Attachments: [BA#3 list.pdf](#)
[FY14 Budget Amendment #3 Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion on Budget Amendment #3 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$46,327.

Agenda Caption: Public Hearing, presentation, possible action, and discussion on Budget Amendment #3 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$46,327.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #3.

Summary: The proposed budget amendment is to increase the FY14 budget appropriations by \$46,327. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. Attached is a summary with a description of the item included on the proposed budget amendment.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the item included on the proposed budget amendment. If approved, the net revised budget will be \$263,166,866.

Reviewed and Approved by Legal: Yes

Attachments:

1. Ordinance
2. Budget Amendment #3 List

Exhibit A - FY14 Budget Amendment #3 Detail Listing

The proposed budget amendment is to increase the FY14 revised net budget for the item listed below by \$46,327.

1. Convention and Visitors Bureau (CVB) Grant Program - \$46,327 (Budget Amendment)

The CVB grant program provides funding for events that promote tourism and the hotel industry in College Station. The program is funded with Hotel Tax Funds and is administered by the CVB. In the FY14 Approved Budget, \$128,000 was included for the CVB grant program. The CVB accepted applications for the program in the fall and allocated \$114,950 of these funds. Applications were also accepted in the spring and an additional \$59,377 is being recommended for allocation. This item will amend the budget for an additional \$46,327 (spring allocation less balance of original budget). These funds are available in the Hotel Tax Fund balance. If approved, an amendment to the CVB Grant Program Funding Agreement will be prepared and brought back to Council. Groups who receive funding will only receive $\frac{1}{4}$ of the funding up front and the remaining $\frac{3}{4}$ after the event has occurred and performance standards have been met and verified.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT 3) AMENDING ORDINANCE NO. 2013-3523 WHICH WILL AMEND THE BUDGET FOR THE 2013-2014 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on September 12, 2013, the City Council of the City of College Station, Texas, adopted Ordinance No. 2013-3523 approving its Budget for the 2013-2014 Fiscal Year; and

WHEREAS, on February 13, 2014, the City Council of the City of College Station, Texas, adopted Budget Amendment 1 amending the 2013-2014 Budget; and

WHEREAS, on March 27, 2014, the City Council of the City of College Station, Texas, adopted Budget Amendment 2 amending the 2013-2014 Budget; and

WHEREAS, the City Council of the City of College Station, Texas, finds it necessary to amend the 2013-2014 Budget, as amended by Budget Amendments 1 and 2; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2013-3523 is hereby amended by amending the 2013-2014 Budget adopted thereto by a net amount of \$46,327 as further detailed in Exhibit A attached hereto and incorporated herein for all purposes.

PART 2: That this Budget Amendment 3 shall be attached to and made a part of the 2013-2014 Budget.

PART 3: That except as amended hereby, Ordinance No, 2013-3523 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney