



# College Station, TX

City Hall  
1101 Texas Ave  
College Station, TX 77840

## Meeting Agenda - Final

### City Council Regular

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**Thursday, February 26, 2015**

**7:00 PM**

**City Hall Council Chambers**

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

#### Presentation:

- Recognition of Cub Scout Pack 802 on the occasion of their 78th birthday.

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. [15-0097](#) Presentation, possible action, and discussion of minutes for:

- February 12, 2015 Workshop
- February 12, 2015 Regular Council Meeting

#### **Sponsors:**

Mashburn

#### **Attachments:**

[WKSHPO21215 DRAFT Minutes.docx](#)

[RM021215 DRAFT Minutes.docx](#)

- 2b. [14-857](#) Presentation, possible action, and discussion regarding approval of a Resolution that will authorize the City Attorney to condemn easements needed for the Bee Creek Sanitary Sewer Phase II project.

#### **Sponsors:**

Harmon and Coleman

**Attachments:** [Resolution - Condemnation for Bee Creek Parallel Trunk Line Ph II 11-24-2014.](#)  
[Bee Creek Map.pdf](#)

- 2c. [14-920](#) Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 11 "Utilities", Section 11-7 "Municipal Drainage Utility System", Part C "Rates", of the Code of Ordinances of the City of College Station, Texas, as set out below; providing a severability clause; declaring a penalty; and providing an effective date.

**Sponsors:** Harmon

**Attachments:** [2008 resolution no. 11-24-08-01- RA#1.pdf](#)  
[Current Sec. 11-7 - Drainage Fee Ordinance.pdf](#)  
[Ordinance Ch 11-7 Changes 02-26-2015.docx](#)

- 2d. [14-921](#) Presentation, possible action and discussion regarding the approval of a Joint Use Agreement for Right-of-Way and Utility Easements between the City of College Station and Wellborn Special Utility District regarding the section of Barron Road from Victoria Avenue to FM 2154.

**Sponsors:** Harmon

**Attachments:** [Wellborn Water Joint Use Agreement Map.pdf](#)  
[Joint Use Agreement.pdf](#)

- 2e. [15-0058](#) Presentation, possible action, and discussion regarding the College Station ISD Natatorium Use FY14 financial true-up, in the amount of \$61,739.92 to be paid from the City of College Station to the College Station ISD for the FY14 use of the CSISD Natatorium.

**Sponsors:** Schmitz

**Attachments:** [CSISD Natatorium FY14 true-up.pdf](#)  
[2009 CSISD ILA Fully Executed.pdf](#)

- 2f. [15-0061](#) Presentation, possible action, and discussion regarding the Fun for All Playground donor recognition and naming rights.

**Sponsors:** Schmitz

**Attachments:** [NAMING OF CITY FACILITIES AND SUB-FACILITIES APPROVED.docx](#)  
[Fun For All Donor Recog. & Naming Rts.docx](#)

- 2g. [15-0064](#) Presentation, possible action, and discussion regarding ratification of a cost increase (from \$74,166 to \$131,157.83) to the purchase order with Alfa Laval, Inc. to overhaul the centrifuge at the Carters Creek wastewater treatment plant, and approval of a cost increase (from \$23,000 to \$67,000) for rental of a belt press unit.

**Sponsors:** Coleman

**Attachments:** [Quote.pdf](#)

- 2h. [15-0066](#) Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersection at the intersection of Victoria Avenue and Eagle Avenue.

**Sponsors:** Harmon

**Attachments:** [4-Way Stop Sign Ord Map - Victoria @ Eagle.pdf](#)  
[4-Way Stop Sign Ord - Victoria @ Eagle.docx](#)

- 2i. [15-0074](#) Presentation, possible action and discussion regarding the annual traffic contact report required annually by Senate Bill 1074, of the Texas 77th legislative session.

**Sponsors:** McCollum

**Attachments:** [Cover Letter.docx](#)  
[Summary.docx](#)

- 2j. [15-0089](#) Presentation, possible action and discussion of a Resolution expressing support of proposed bracketed legislation amending Section 351 of the State of Texas Tax Code, relating to the allocation of municipal hotel occupancy tax (HOT) revenue in certain municipalities, which bracket includes the Cities of Bryan and College Station, Texas.

**Sponsors:** City Manager's Office

**Attachments:** [Resolution.docx](#)  
[02242015\\_HOT\\_Legislation.pdf](#)  
[HOT Tax Legislation](#)

- 2k. [15-0067](#) Presentation, possible action and discussion regarding a Traffic System Signal Integration Services Agreement with Iteris Inc. to purchase services, equipment and maintenance of hardware and software associated with the first year of the implementation plan. The total cost of this agreement is not to exceed \$971,262.

**Sponsors:** Rother

**Attachments:** [Iteris Contract.pdf](#)

- 2l. [15-0098](#) Presentation, possible action, and discussion regarding a Resolution changing the name of Raintree Park to Art and Myra Bright Park.

**Sponsors:** Schmitz

**Attachments:**      [NAMING OF CITY FACILITIES AND SUB-FACILITIES APPROVED.docx](#)  
[Art and Myra Bright Park FINAL.docx](#)  
[Raintree ReNaming Resolution.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. [15-0065](#)      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 to SC Suburban Commercial for approximately 1.06 acres and NAP Natural Areas Protected for approximately 1.62 acres for the property being a portion of a called 2.68 acre tract in the Robert Stevenson Survey, Abstract No. 54 as described by a deed to Hai T. Le recorded in Volume 12249, Page 127 of the Official Public Record of Brazos County, Texas. Case #14-00900239 (M.Bombek)

**Sponsors:**      Bombek

**Attachments:**      [Background](#)  
[Sam and Aerial](#)  
[Ordinance.docx](#)

2. 15-0071 Public hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Thoroughfare Plan and Bicycle, Pedestrian, and Greenways Master Plan to remove the extension of Cain Road west of Holleman Drive South, through the property located at 3180 A Cain Road

**Sponsors:** Singh

**Attachments:** [Background Information](#)

[Map](#)

[Application](#)

[Ordinance.docx](#)

3. 15-0077 Public hearing, presentation, possible action, and discussion regarding an ordinance amending Article 2, "Development Review Bodies" and Section 12-8.5.D, "Waiver from Lot Size" of Chapter 12, "Unified Development Ordinance" of the College Station Code of Ordinances regarding review authority for Municipal Utility Districts and the minimum lot size in the Extraterritorial Jurisdiction.

**Sponsors:** Simms

**Attachments:** [Redline Version](#)

[Ordinance](#)

#### 4. 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

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on February 20, 2015 at 5:00 p.m.

  
\_\_\_\_\_  
City Secretary

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](http://www.cstx.gov). Council meetings are broadcast live on Cable Access Channel 19.



## Legislation Details (With Text)

**File #:** 15-0097      **Version:** 1      **Name:** Minutes  
**Type:** Minutes      **Status:** Consent Agenda  
**File created:** 2/13/2015      **In control:** City Council Regular  
**On agenda:** 2/26/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion of minutes for:  
· February 12, 2015 Workshop  
· February 12, 2015 Regular Council Meeting  
**Sponsors:** Sherry Mashburn  
**Indexes:**  
**Code sections:**  
**Attachments:** [WKSHP021215 DRAFT Minutes.pdf](#)  
[RM021215 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:  
· February 12, 2015 Workshop  
· February 12, 2015 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  
FEBRUARY 12, 2015

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

Kelly Templin, City Manager  
Chuck Gilman, Deputy City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary  
Tanya McNutt, Deputy City Secretary

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

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:30 p.m. on Thursday, February 12, 2015 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 §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:30 p.m. on Thursday, February 12, 2015 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:

- 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 272<sup>nd</sup> 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 361<sup>st</sup> Judicial District Court, Brazos County, Texas
- Margaret L. Cannon v. Deputy Melvin Bowser, Officer Bobby Williams, Officer Tristan Lopez, Mr. Mike Formicella, Ms. Connie Spence, Cause No. 13 002189 CV 272, In the 272<sup>nd</sup> District Court of Brazos County, Texas
- Bobby Trant v. BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District
- Robyn Taylor, et al vs. Boomfit, Carlos Lima and Alicia Lima and Lincoln Recreational Center, Cause No. 13 003118 CV 85, In the 85th District Court of Brazos County, Texas
- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272<sup>nd</sup> District Court of Brazos County, Texas

B. Deliberation on offers of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the city; to wit:

- Economic incentives for a proposed development located in the College Station Medical District

The Executive Session adjourned at 5:30 p.m.

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

No action was required from Executive Session.

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

Items 2d and 2e were pulled for clarification.

*(2d):* David Schmidt, Director of Parks and Recreation, explained the Agreement for Services with the Brazos Valley Softball Umpires Association.

*(2e):* David Schmidt, Director of Parks and Recreation, clarified why the bids were rejected. The cost for the new equipment will be less than the lowest bid.

### **5. Presentation, possible action and discussion on a proposal from the Brazos Central Appraisal District for the acquisition of land and construction of a building for the Appraisal District.**

Jeff Kersten, Assistant City Manager, introduced Mark Price, Chief Appraiser; Bill Lero, Chairman of the Board of Directors, and Ron Kaiser, Council appointee to the Board.

Ron Kaiser, College Station board appointee, introduced Bill Lero.

Bill Lero, Chairman of the Board of Directors, noted they are funded by the five entities. They are looking at building a new facility and began the process ten years ago. Numerous studies and site studies have been done. Their goals include: the location must be accessible; must be close to the tax office for citizen convenience; they've been renting for 25 years, and it is time to build up equity for the entities. They have tried to be conservative in their plans. The current needs that need to be addressed include: more restrooms; public space; and the IT infrastructure is antiquated. They anticipate that the Appraisal Review Board will grow to two panels and meeting space is needed. The proposed fiscal impact to College Station would increase \$10,000-\$11,000 per year. The proposal must be approved by three fourths of the taxing units in order to move forward. The Board is removing their item from the agenda tonight, and they are going to do more work on the proposal.

**6. Presentation from The Research Valley Partnership to provide an update on the evolving economic development relationship with government and industry representatives from Belgium. Following the presentation, the City Council will view a special KBTX-TV documentary that recaps the recent economic development mission trip to Belgium and the grand opening of the Texas Aggies Go to War exhibit in Bastogne.**

John Clark and Todd McDaniel, with the Research Valley Partnership, presented a guided tour of the Belgium Economic Mission. The Council viewed a special KBTX-TV documentary recapping the recent economic development mission trip to Belgium and the grand opening of the Texas Aggies Go to War exhibit in Bastogne.

**7. Council Calendar**

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 Mooney asked that Safety City be added to a future city.

Councilmember Schultz asked that the Arts Council and CVB provide the Council with their vision after the trip to Bastogne. Councilmember Aldrich asked that the Aggies Go To War taskforce join in and be presented when there is more substance. He also recommended that the Sister Cities organization and the City of Bryan be included.

Councilmember V=Brick asked to have an update on mass transit.

**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.**

Mayor Berry reported on the Twin City Endowment Fund and the Council of Governments.

Councilmember Aldrich reported on his meeting with Chris Dyer with the Arts Council.

Councilmember Brick reported on the Bicycle, Pedestrian and Greenway Committee.

Councilmember Mooney reported on the CVB.

Councilmember Schultz reported on the Austin trip with the Chamber of Commerce.

## **10. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:26 p.m. on Thursday, February 12, 2015.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
FEBRUARY 12, 2015

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

Blanche Brick  
Steve Aldrich  
Karl Mooney  
John Nichols  
Julie Schultz  
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 7:34 p.m. on Thursday, February 12, 2015 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.**

Tanya McNutt was recognized for achieving her certification from the Texas Municipal Clerks Certification Program. Her mother, Linda Smart, presented her with the Texas Municipal Clerks pin, and flowers were presented by her daughter, Morgan. Mayor Berry presented Tanya with a framed letter.

**Citizen Comments**

Ben Roper, 5449 Prairie Dawn Ct, came before Council to honor the service and sacrifice of Captain Shawn Patrick Simms.

## CONSENT AGENDA

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

- January 22, 2015 Workshop
- January 22, 2015 Regular Council Meeting

**2b. Presentation, possible action, and discussion on the purchase of 30,000 rounds of 5.56 mm 56 grain TSX ammunition (\$32,370) and 80,000 rounds of Ruag .223 55 grain FMJ ammunition (\$32,000) from Black Hills Ammunition Company (Rapid City, SD) for a total amount of \$64,370.**

**2c. Presentation, possible action, and discussion on the purchase of training, simmunition, and on duty ammunition from G.T. Distributors (Austin, TX) for a total amount of \$71,728.22.**

**2d. Presentation, possible action, and discussion regarding the second renewal of an Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City athletic leagues, programs and tournaments in an amount not to exceed \$190,000 per year.**

**2e. Presentation, possible action, and discussion on rejecting all bids for swing set repair and site work at Bee Creek and Thomas Park (Bid #14-068).**

**2f. Presentation, possible action, and discussion regarding the approval of separate contracts with Milsoft Utility Solutions and with Partner Software, in the amounts of \$132,450 and \$26,000 respectively, for the purchase and installation of a Geographic Information System and a Design and Project Management System.**

**2g. Presentation, possible action and discussion regarding the award of a three year contract (contract no. 15-063; bid no. 15-014) for Electric System Right-of-Way Clearing and Tree Trimming to All Around Tree Service, Inc. in the amount of \$1,279,137.58.**

**2h. Presentation, possible action, and discussion on approving an annual price agreement for the purchase of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance (PSA) contract for the amount of \$80,000.**

**2i. Presentation, possible action and discussion on Resolution 02-12-15-2i, revising the City's Investment Policy that was approved by Resolution 10-20-14-2e to include a section allowing the use of certain investments related to the City's Municipal Utility.**

**2j. Presentation, possible action, and discussion on a resolution by the City of College Station approving the purchase of property and construction of a new office building by the Brazos Central Appraisal District.**

Item 2j was pulled from the Consent Agenda and was not considered.

**MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda, less item 2j. The motion carried unanimously.

## **REGULAR AGENDA**

### **1. Public Hearing, presentation, possible action, and discussion approving Ordinance 2015-3633, vacating and abandoning a 4324 square foot public utility easement, which is located on the common property line of Lots 13 & 14 of Block 3 of the Williams Creek Subdivision Phase 3 according to the plat recorded in Volume 7249, Page 292 of the Deed Records of Brazos County, Texas.**

Carol Cotter, Assistant City Engineer, reported that the public utility easement abandonment will accommodate future development of tract. She noted there are no public or private utilities in the subject portion of the easement to be abandoned.

At approximately 7:50 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:50 p.m.

**MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3633, vacating and abandoning a 4324 square foot public utility easement, which is located on the common property line of Lots 13 & 14 of Block 3 of the Williams Creek Subdivision Phase 3 according to the plat recorded in Volume 7249, Page 292 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

### **2. Public Hearing, presentation, possible action, and discussion approving Ordinance 2015-3634, vacating and abandoning a 2110 square foot public utility easement, which is located on the common property line of Lots 2R-A & 3R-A of Block 5 of the Greens Prairie Center Phase 2A according to the plat recorded in Volume 11660, Page 140 of the Deed Records of Brazos County, Texas.**

Carol Cotter Assistant City Engineer, reported that the public utility easement abandonment will accommodate future development of tract. She noted there are no public or private utilities in the subject portion of the easement to be abandoned.

At approximately 7:52 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:52 p.m.

**MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3634, vacating and abandoning a 2110 square foot public utility easement, which is located on the common property line of Lots 2R-A & 3R-A of Block 5 of the Greens Prairie Center Phase 2A according to the plat recorded in Volume 11660, Page 140 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

**3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3635, 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 amending the PDD Planned Development District for approximately 30 acres for the property situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, being 3.508-acre and 4.911-acre portions 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 Records of Brazos County, Texas, a 8.651-acre portion 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 Records of Brazos County, Texas, and a 12.939-acre tract being portions 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 Records of Brazos County, Texas and 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 Records of Brazos County, Texas, generally located at the northeast, northwest, southeast and southwest corners of The Barracks II Subdivision between Old Wellborn Road and Holleman Drive South by amending the concept plan and uses for said district.**

Councilmember Schultz recused herself from this item.

Jason Schubert, Planning and Development, reported that this rezoning request is for approximately 30 acres of the existing PDD Planned Development District to revise the Concept Plan and associated uses by adding more townhouse areas. The rezoning request consists of four separate tracts of 3.508 acres, 4.911 acres, 8.651 acres, and 12.939 acres in the northeast, northwest, southeast and southwest corners of the development.

The Planning and Zoning Commission considered this item at their January 15, 2015 meeting and unanimously recommended approval. Staff also recommends approval.

At approximately 8:09 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:09 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, with Councilmember Schultz recusing herself, to adopt Ordinance 2015-3635, 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 amending the PDD Planned Development District for approximately 30 acres for the property situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, being 3.508-acre and 4.911-acre portions 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 Records of Brazos County, Texas, a 8.651-acre portion 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 Records of Brazos County, Texas, and a 12.939-acre tract being portions 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 Records of Brazos County, Texas and 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 Records of Brazos

County, Texas, generally located at the northeast, northwest, southeast and southwest corners of The Barracks II Subdivision between Old Wellborn Road and Holleman Drive South by amending the concept plan and uses for said district. The motion carried unanimously.

**4. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:10 p.m. on Thursday, February 12, 2014.

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Nancy Berry, Mayor

ATTEST:

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Sherry Mashburn, City Secretary



## Legislation Details (With Text)

<b>File #:</b>	14-857	<b>Version:</b>	1	<b>Name:</b>	Bee Creek Sanitary Sewer Phase II Project - Condemnation Resolution
<b>Type:</b>	Resolution	<b>Status:</b>			Consent Agenda
<b>File created:</b>	11/17/2014	<b>In control:</b>			City Council Regular
<b>On agenda:</b>	2/26/2015	<b>Final action:</b>			
<b>Title:</b>	Presentation, possible action, and discussion regarding approval of a Resolution that will authorize the City Attorney to condemn easements needed for the Bee Creek Sanitary Sewer Phase II project.				
<b>Sponsors:</b>	Donald Harmon, David Coleman				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Resolution - Condemnation for Bee Creek Parallel Trunk Line Ph II 11-24-2014.pdf</a> <a href="#">Bee Creek Map.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a Resolution that will authorize the City Attorney to condemn easements needed for the Bee Creek Sanitary Sewer Phase II project.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the Resolution which will authorize the City Attorney to acquire the easements through condemnation.

Summary: On February 14, 2013 and May 9, 2013, Council authorized staff to negotiate for the purchase of easements needed to install a gravity sewer line. The existing Bee Creek Trunk Line serves areas along FM 2818, from Carters Creek Wastewater Treatment Plant to areas just north of FM 2154, near Cain Road. Much of the existing trunk line was installed in 1973 and does not have sufficient capacity to convey additional flow. Installation of a new gravity sewer line will increase the system capacity to meet the anticipated demand in these areas.

Staff has negotiated in good faith for the purchase of the last easements needed for the project. The required property includes a ten foot (10') wide permanent public utility easement and twenty foot (20') wide temporary construction easement adjacent to an existing easement in which the existing sewer line is located. The easements extend through the western portion of a 35.3656 acre tract owned by Mary M. Wolters, Individually and as Trustee of the Wolters Family Trust. To date, the City and landowners have been unable to finalize an agreement for the purchase.

Budget & Financial Summary: Funds in the amount of \$14,293,611 are budgeted for this project in the Wastewater Capital Improvement Projects Fund. A total of \$4,184,982 has been expended or committed to date.

**Attachments:**

1. Project Map
2. Resolution with Exhibits

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE BY CONDEMNATION AN EXCLUSIVE, PERMANENT WASTEWATER UTILITY SYSTEM EASEMENT BEING ALL OF THAT CERTAIN 0.236 ACRE TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING PART OF THAT 37 ACRE TRACT CONVEYED TO FREDDIE A. WOLTERS BY DEED RECORDED IN VOLUME 207, PAGE 1 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, BEING A STRIP OF LAND 10 FEET IN WIDTH CONTIGUOUS WITH THE SOUTHEAST LINES OF THE EXISTING 20 FT. SEWER EASEMENT RECORDED IN VOLUME 320, PAGE 553 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS; AND AN EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT BEING ALL OF THAT CERTAIN 0.483 ACRE TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING PART OF THAT 37 ACRE TRACT CONVEYED TO FREDDIE A. WOLTERS BY DEED RECORDED IN VOLUME 207, PAGE 1 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, BEING A STRIP OF LAND 20 FEET IN WIDTH LOCATED 20 FEET SOUTHEAST OF THE SOUTHEAST LINES OF THE EXISTING 20 FT. SEWER EASEMENT RECORDED IN VOLUME 320, PAGE 553 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS; (2) A DECLARATION THAT A PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SAID EASEMENTS BY CONDEMNATION IN ORDER TO ACCOMPLISH AN AUTHORIZED AND DECLARED PUBLIC USE AND PURPOSE; (3) THE RATIFICATION OF ALL PRIOR CITY ACTS AND RESOLUTIONS; AND (4) THE ESTABLISHMENT OF AN EFFECTIVE DATE AND COMPLIANCE WITH THE OPEN MEETING STATUTES.

**WHEREAS**, the City of College Station, Texas (“City”) is a home rule municipality which is duly incorporated and chartered under the constitution and laws of Texas; and

**WHEREAS**, the City owns, operates, constructs, repairs, and maintains a municipal wastewater utility system (“system”) as a public service, in order to provide wastewater service to the public and the City, now and in the future; and

**WHEREAS**, the City’s ownership, operation, construction, repair, and maintenance of the system is a benefit to the public, because the system currently provides, and will provide in the future, improved wastewater services to the public and the City. Therefore, the system, including the City’s ownership, operation, construction, repair, maintenance and protection of the system, now and in the future, are hereby declared to be worthwhile public uses and purposes; and

**WHEREAS**, the City is engaged in the following project regarding the improvement and expansion of the system: Bee Creek Parallel Trunk Line Project – Phase II, (the “project”). The project will benefit the public and the City because its completion and operation will enhance

and improve wastewater services available to the community at large. Therefore, the project, which includes the acquisition of the easements herein described, is hereby declared to be a worthwhile public use and purpose; and

**WHEREAS**, the City determines that the best interests and needs of the public, including the health, safety, and welfare of the public, require that the system should be improved, expanded and protected through the City's acquisition, by a condemnation proceeding, of the following easements for the project: an exclusive, permanent wastewater utility system easement and right of way ("permanent public utility easement") on, in, over, along, under, across, and through a certain tract or parcel of land, being and situated in College Station, Brazos County, Texas, containing all of that certain 0.236 acre tract or parcel of land lying and being situated in the Morgan Rector League, Abstract No. 46, in College Station, Brazos County, Texas, being part of that 37 acre tract conveyed to Freddie A. Wolters by deed recorded in Volume 207, Page 1 of the Deed Records of Brazos County, Texas, being a strip of land 10 feet in width contiguous with the southeast lines of the existing 20 ft. Sewer Easement recorded in Volume 320, Page 553 of the Deed Records of Brazos County, Texas; and an exclusive temporary construction easement and right of way ("temporary construction easement") on, in, over, along, under, across, and through a certain 0.483 acre tract or parcel of land lying and being situated in the Morgan Rector League, Abstract No. 46, in College Station, Brazos County, Texas, being part of that 37 acre tract conveyed to Freddie A. Wolters by deed recorded in Volume 207, Page 1 of the Deed Records of Brazos County, Texas, being a strip of land 20 feet in width located 20 feet southeast of the southeast lines of the existing 20 ft. Sewer Easement recorded in Volume 320, Page 553 of the Deed Records of Brazos County, Texas, and for the payment of reasonable, adequate, and just compensation by the City to the owner or owners thereof, as required by law, said property being more particularly described by metes and bounds and survey plat in Exhibits A and B, respectively, which are attached hereto and incorporated by reference for system facilities, wastewater lines, wastewater pipelines, valves, fiber optic cables, infrastructure, improvements and related appurtenances; and

**WHEREAS**, pursuant to the authority stated herein, the City intends and seeks to acquire the permanent public utility easement regarding the subject property for the following, declared public uses and purposes regarding the project:

- (a) the construction, installation, inspection, placement and removal of wastewater lines, wastewater pipelines, valves, fiber optic cables, infrastructure, facilities, improvements and related appurtenances by the City, on, in, over, above, along, under, across, and through said property, in order to improve, expand, and maintain the system and the transmission and disposal of wastewater within the system, now and in the future, for the benefit of the public and the City, as described herein; and
- (b) the permanent ownership, operation, construction, repair, inspection placement, removal, and maintenance of the system and the location of said permanent public utility easement on the subject property, including all wastewater lines, wastewater pipelines, valves, fiber optic cables, infrastructure, facilities, improvements and/or related appurtenances placed on, in, over, above, along, under, across, and through said property, in order to improve, expand, and maintain the system and the

transmission and disposal of wastewater within the system, now and in the future, for the benefit of the public and the City, as described herein; and

**WHEREAS**, pursuant to the authority stated herein, the City intends and seeks to acquire the temporary construction easement regarding the subject property for the following declared public uses and purposes regarding the project;

- (a) the temporary purpose and use to facilitate the construction of various improvements and utilities in connection with the project; and

**WHEREAS**, on February 14, 2013, the City Council by Resolution No. 02-14-13-2e as amended by Resolution No. 05-19-13-2b authorized the City Manager and his designee to take those steps necessary to acquire the permanent public utility easement and temporary construction easement; and

**WHEREAS**, the City, through a condemnation proceeding, may exercise the power of eminent domain to acquire property, inside or outside the municipality, in order to efficiently carry out the ownership, operation, construction, repair, maintenance and protection of its system pursuant to the following, non-exclusive authority, the contents of which are incorporated by reference: Chapters 251 and 552 of the Texas Local Government Code; Chapter 21 of the Texas Property Code; and articles I and II of the City Charter; and

**WHEREAS**, pursuant to the project, a public necessity exists for the City to acquire by condemnation proceeding the permanent public utility easement for the public uses and purposes described herein, and

**WHEREAS**, pursuant to the project, the City's acquisition of the permanent public utility easement and temporary construction by a condemnation proceeding is necessary to accomplish, achieve, and advance the public uses and purposes described herein; and

**WHEREAS**, upon acquisition of the permanent public utility easement and temporary construction easement, the City shall allow the owner of the underlying property to use all or any part of the easements acquired for any purpose that does not damage, destroy, injure, or interfere with the City's efficient, safe, or convenient use of the easements acquired, as described herein, including the specific use limitations of said owner as described herein;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of College Station, Texas:

1. Singular nouns and pronouns shall include the plural, and the masculine gender shall include the feminine gender, where necessary for a correct meaning of this resolution.
2. All prior resolutions or orders regarding the project, the permanent public utility easement and temporary construction easement, are hereby supplemented and incorporated by reference.

3. All prior acts of the City, including the acts of its elected officials, officers, employees, agents, or attorneys, regarding the project, the permanent public utility easement and temporary construction easement, are hereby authorized, ratified, approved, confirmed, and validated.
4. All statements made in the caption, preamble, preliminary recitals, and the documents attached to this resolution are true, correct, and incorporated by reference.
5. The best interests and needs of the public, including the health, safety, and welfare of the public, pursuant to the project, require that the system be improved and expanded by the City's acquisition of the permanent public utility easement and temporary construction easement as described herein.
6. The permanent public utility easement pursuant to the project and as described herein, is sought and shall be acquired by the City for the following public uses and purposes:
  - a. the construction, installation, inspection, placement and removal of wastewater lines, wastewater pipelines, valves, fiber optic cables, and related utility infrastructure, facilities, improvements and related appurtenances by the City, on, in, over, above, along, under, across, and through said property, including but not limited to wastewater transmission lines, connecting wastewater pipelines, access facilities, attachment structures and equipment, and communication lines specifically related thereto, in order to improve, expand, and maintain the system and the transmission and disposal of wastewater within the system, now and in the future, for the benefit of the public and the City; and
  - b. the permanent ownership, operation, construction, repair, inspection, placement, removal, and maintenance of the system at the location of said permanent public utility easement, including all utility infrastructure, facilities, improvements or appurtenances place on, in, over, above, along, under, across, and through said property, as described herein, in order to improve, expand, and maintain the system and the transmission and disposal of wastewater within the system, now and in the future, of the benefit of the public and the City.
7. The temporary construction easement pursuant to the project and as described herein: is sought and shall be acquired by the City or the following public uses and purposes;

- a. The temporary purpose and use to facilitate the construction of various improvements and utilities in connection with the project.
8. All public uses and purposes described in this resolution are hereby declared to be worthwhile, convenient, and necessary to justify and support the acquisition of the permanent public utility easement and the temporary construction easement by the City through a condemnation proceeding.
9. Regarding the permanent public utility easement and temporary construction easement described in this resolution, and pursuant to the project, the City hereby declares the following:
  - a. The City made a bona fide, good faith offer to purchase said easements from the owners of the subject property. Said offers were rejected or not accepted by the owners. Thus, the City and said owners are unable to agree on the issue of damages or compensation. Therefore, a public necessity and convenience exists for the City to acquire said easements through a condemnation proceeding for the public uses and purposes stated in this resolution.
  - b. The City's acquisition of said easements through a condemnation proceeding is necessary and convenient to accomplish, achieve, and advance the public uses and purposes stated in this resolution.
10. Pursuant to the project, the City's elected officials, officers, employees, agents, representatives, and attorneys are hereby authorized to engage in the following conduct regarding the permanent public utility easement and temporary construction easement:
  - a. Said representatives shall have the authority to lay-out or map the exact location of the easements needed.
  - b. Said representatives shall have the authority, with the consent of the property owner or through a court order, to enter upon the subject property for the purpose of: surveying and establishing title; determining reasonable, adequate, and just compensation; conducting tests; or negotiating with the owner for the purchase of the required property interests.
  - c. Said representatives shall have the authority, after determining reasonable, adequate, and just compensation for said easements, to negotiate with the property owner for the purpose of acquiring for the City the required property interests by purchase.

- d. Said representatives shall have the authority to initiate and complete condemnation proceedings against said owner, in order to acquire through condemnation all required property interests and title to the easements described herein.
  - e. Said representatives shall have the authority to initiate and complete all other actions deemed necessary and appropriate to effect the accomplishment of the public uses and purposes described herein.
11. Upon acquisition of the permanent public utility easement and temporary construction easement, the City shall allow the owner of the underlying property to use all or any part of the easements acquired for any purpose that does not damage, destroy, injure, or interfere with the City's efficient, safe, or convenient use of the easements acquired, however; (a) said owner shall not be allowed to lay-out, dedicate, construct, maintain, or use any house, structure, or reservoir, or to permit same to be accomplished, on, over, under, through or within said easement except as provided herein; but (b) said owner shall be allowed to lay-out, dedicate, construct, maintain, or use roads, streets, alleys, and driveways, on, over, or within said easements, provided that said use does not change the grade over the land of said easements without the prior written consent of the City.
  11. This resolution and order shall take effect immediately from and after its passage.
  12. This resolution was considered and passed at a meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

APPROVED:

\_\_\_\_\_  
SHERRY MASHBURN, City Secretary

\_\_\_\_\_  
NANCY BERRY, Mayor

APPROVED:

\_\_\_\_\_  
City Attorney



**EXHIBIT A  
PROPERTY DESCRIPTION**

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
Post Office Box 11979  
College Station, TX 77842-1979  
(979) 693-2777

Proposed 10' Easement  
Wolters Tract  
Morgan Rector League A-46  
College Station, Texas  
19 March 2013

All of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, being part of that 37 acre tract conveyed to Freddie A. Wolters by deed recorded in volume 207, page 1 of the Deed Records of Brazos County, Texas, being a strip of land 10 feet in width contiguous with the southeast lines of the existing 20 ft. Sewer Easement recorded in volume 320, page 553 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a point in the common line of the said 37 acre tract and that 14.392 acre tract conveyed to the City of College Station by deed recorded in volume 8325, page 125 of the Official Public Records of Brazos County, Texas, from where the City of College Station GPS control monument no. 128 bears S 86° 21' 08" W - 3906.2 feet, a 1/2" iron rod with an orange plastic cap stamped "HP MAYO RP1.S 5045" set at the east corner of the said 14.392 acre tract in 2007 bears S 47° 55' 41" E - 803.68 feet, and the west corner of the 37 acre tract, at a 26" oak tree, bears N 47° 55' 41" W - 526.64 feet.

Thence N 47° 55' 41" W - 11.03 feet, along the common line of said 37 acre and 14.392 acre tract to its intersection with the southeast line of said existing 20 ft. Sewer Easement;

Thence N 17° 04' 43" E - 811.59 feet, through the said 37 acre tract, along the southeast line of the said existing easement, to an angle point;

Thence N 15° 22' 17" W - 207.55 feet, continuing through the 37 acre tract and along the existing easement line, to a corner of this easement tract in the northwest line of the 37 acre tract, also being the southeast line of that 6.97 acre tract conveyed to the City of College Station by deed recorded in volume 169, page 552 of the Deed Records of Brazos County, Texas, from where a 5/8" iron rod found in concrete bears S 42° 08' 10" W - 130.86 feet;

Thence N 42° 08' 10" E - 11.86 feet, along the common line of the said 37 acre and 6.97 acre tracts, to the most northerly corner of this easement tract;

Thence S 15° 22' 17" E - 216.83 feet, through the 37 acre tract 10.00 feet southeast and parallel to the southeast line of the said existing 20 ft. Sewer Easement, to an angle point;

Thence S 17° 04' 43" W -- 819.16 feet, continuing through the 37 acre tract and 10.00 feet southeast of the existing easement, to the Point of Beginning and containing 0.236 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (CORS) datum, based on City of College Station GPS monuments no. 1 and no. 128 (N 66° 15' 48" E).

See survey plats dated March 2013.





**EXHIBIT B  
PROPERTY DESCRIPTION**

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
Post Office Box 11979  
College Station, TX 77842-1979  
(979) 693-2777

Proposed 20' Temporary Easement  
Walters Tract  
Morgan Rector league A-46  
College Station, Texas  
19 March 2013

All of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, being part of that 37 acre tract conveyed to Freddie A. Walters by deed recorded in volume 207, page 1 of the Deed Records of Brazos County, Texas, being a strip of land 20 feet in width located 20 feet southeast of the southeast lines of the existing 20 ft. Sewer Easement recorded in volume 320, page 553 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the most southerly corner of a 10 ft. permanent easement, also surveyed on this date, in the common line of the said 37 acre tract and that 14.392 acre tract conveyed to the City of College Station by deed recorded in volume 8325, page 125 of the Official Public Records of Brazos County, Texas, from where the City of College Station GPS control monument no. 128 bears S 86° 21' 08" W - 3906.2 feet, a 1/2" iron rod with an orange plastic cap stamped "HP MAYO RPLS 5045" set at the east corner of the said 14.392 acre tract in 2007 bears S 47° 55' 41" E - 803.68 feet, and the west corner of the 37 acre tract, at a 26° oak tree, bears N 47° 55' 41" W - 526.64 feet.

Thence S 47° 55' 41" E - 22.07 feet, along the common line of said 37 acre and 14.392 acre tract to the most southerly corner of this easement tract;

Thence N 17° 04' 43" E - 834.30 feet, through the said 37 acre tract, 30.00 feet southeast and parallel to the southeast lines of the said existing 20 ft. Sewer Easement, to an angle point;

Thence N 15° 22' 17" W - 235.38 feet, continuing through the 37 acre tract and 30.00 feet southeast of the existing easement, to the most northerly corner of this easement tract in the northwest line of the 37 acre tract, also being the southeast line of that 6.97 acre tract conveyed to the City of College Station by deed recorded in volume 169, page 552 of the Deed Records of Brazos County, Texas;

Thence S 42° 08' 10" W - 23.71 feet, along the common line of the said 37 acre and 6.97 acre tracts, to the most northerly corner of the said 10 ft. permanent easement;

Thence S 15° 22' 17" E - 216.83 feet, through the 37 acre tract, along the southeast line of the said 10 ft. permanent easement and 10.00 feet southeast and parallel to the southeast line of the said existing 20 ft. Sewer Easement, to an angle point;

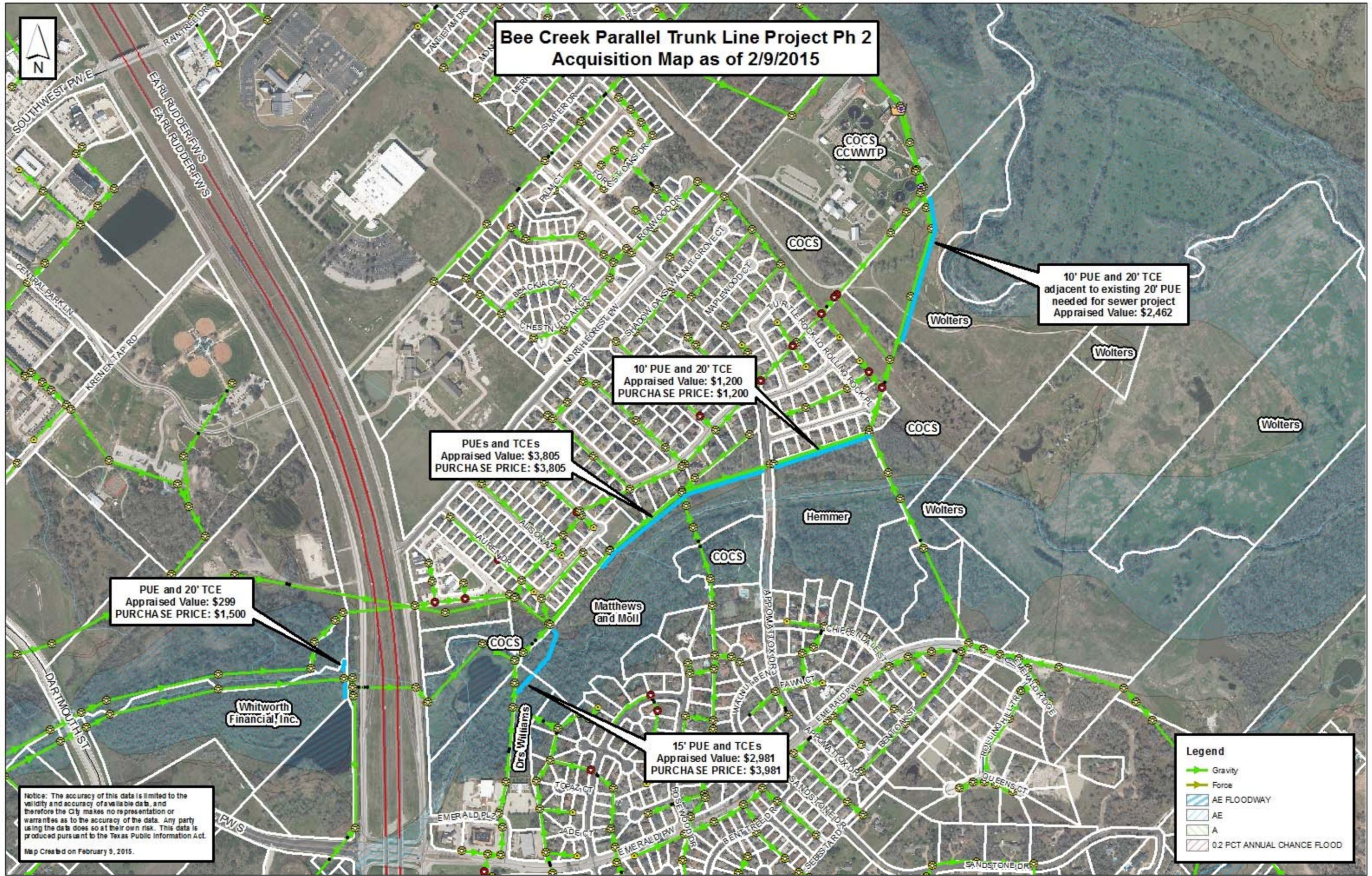
Thence S 17° 04' 43" W 819.16 feet, continuing through the 37 acre tract and 10.00 feet southeast of the existing easement, to the Point of Beginning and containing 0.483 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (CORS) datum, based on City of College Station GPS monuments no. 1 and no. 128 (N 66° 15' 48" E).

See survey plats dated March 2013.



# Bee Creek Parallel Trunk Line Project Ph 2 Acquisition Map as of 2/9/2015



10' PUE and 20' TCE  
adjacent to existing 20' PUE  
needed for sewer project  
Appraised Value: \$2,462

10' PUE and 20' TCE  
Appraised Value: \$1,200  
PURCHASE PRICE: \$1,200

PUEs and TCEs  
Appraised Value: \$3,805  
PURCHASE PRICE: \$3,805

PUE and 20' TCE  
Appraised Value: \$299  
PURCHASE PRICE: \$1,500

15' PUE and TCEs  
Appraised Value: \$2,981  
PURCHASE PRICE: \$3,981

**Legend**

- Gravity
- Force
- AE FLOODWAY
- AE
- A
- 0.2 PCT ANNUAL CHANCE FLOOD

Notice: The accuracy of this data is limited to the validity and accuracy of available data, and therefore the City makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act.  
Map Created on February 9, 2015.



Legislation Details (With Text)

<b>File #:</b>	14-920	<b>Version:</b>	1	<b>Name:</b>	Drainage Fee Ordinance Codification
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	12/31/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	2/26/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 11 "Utilities", Section 11-7 "Municipal Drainage Utility System", Part C "Rates", of the Code of Ordinances of the City of College Station, Texas, as set out below; providing a severability clause; declaring a penalty; and providing an effective date.				
<b>Sponsors:</b>	Donald Harmon				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2008 resolution no. 11-24-08-01- RA#1.pdf</a> <a href="#">Current Sec. 11-7 - Drainage Fee Ordinance.pdf</a> <a href="#">Ordinance Ch 11-7 Changes 02-26-2015.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 11 "Utilities", Section 11-7 "Municipal Drainage Utility System", Part C "Rates", of the Code of Ordinances of the City of College Station, Texas, as set out below; providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: Municipal drainage utility rates have previously been set and amended by Council Resolution. Current drainage rates were set by a 2008 Council Resolution at \$5.00/mo. for residences, \$2.25/mo. for apartments, and \$2.35/1,000 sq.ft./mo. for commercial. This agenda item codifies the 2008 Council Resolution into an Ordinance, keeping the same existing 2008 drainage rates. Codification of the current rates into an Ordinance provides better public notice and easier public access through the MuniCode website for retrieving updated utility rates and associated information.

Utilities will continue collecting the same existing drainage rates as established in 2008. It is recommended that the existing City Ordinance provision in Section 11-7(C) be updated to reflect the current rates previously established by the 2008 Council Resolution and that any future rate adjustments be handled by City Ordinance to insure uniformity.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: N/A

Attachments:

1. 2008 resolution no. 11-24-08-RA#1
2. Current Sec. 11-7 - Drainage Fee Ordinance
3. Ordinance Ch. 11-7 Changes 02-26-2015

RESOLUTION NO. 11-24-08-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE SCHEDULE OF DRAINAGE CHARGES FOR THE CITY OF COLLEGE STATION, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM AGAINST ALL REAL PROPERTY WITHIN THE CITY OF COLLEGE STATION, TEXAS, SUBJECT TO THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE CH. 402.041, ET SEQ., SUBCHAPTER C; AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of College Station, Texas, adopted Ordinance No. 2187 on the 27<sup>th</sup> day of June, 1996 establishing a municipal drainage utility system to protect the public health and safety from the loss of life and property caused by surface water overflows and surface water stagnation; and

WHEREAS, the City Council of the City of College Station, Texas, will periodically review and establish by resolution a schedule of drainage charges against all real property in the city subject to charges pursuant to Tex. Local Gov't. Code Ch. 402, subchapter C.; and

WHEREAS, in accordance with Section 402.041 et seq of the Texas Local Government Code, published notice and public hearings were duly held where input from any and all interested persons had an opportunity and did so speak regarding this matter; and

WHEREAS, the City Council of the City of College Station, Texas, finds that the schedule of charges set forth hereinbelow, and the rates set upon which such schedule of charges was calculated, are equitable for similar real property in all areas of the City of College Station, Texas; now, therefore,

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

PART 1: That the basic drainage charges to be levied on a monthly basis are as follows:

- |    |                                |        |
|----|--------------------------------|--------|
| A. | Single Family Residential Rate | \$5.00 |
| B. | Multi-Family Residential Rate  | \$2.25 |

PART 2: That all other lots, tracts and parcels of land within the City of College Station, Texas, shall be considered and charged on the basis of the commercial use in accordance with the following schedule of drainage charges which are hereby levied against all such remaining lots, tracts or parcels of land within the City of College Station, Texas:

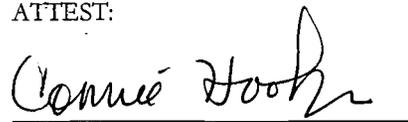
- |    |            |                          |
|----|------------|--------------------------|
| A. | Land Use   | Square footage           |
|    | Commercial | \$2.35/1000 sq.ft./month |

PART 3: That the City Council hereby agrees these rates shall be effective on December 1, 2008.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 24th day of November, A.D. 2008.

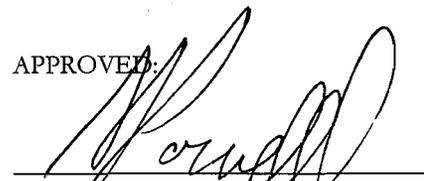
ATTEST:

  
\_\_\_\_\_  
City Secretary

APPROVED:

  
\_\_\_\_\_  
MAYOR

APPROVED:

  
\_\_\_\_\_  
City Attorney

## Sec. 11-7. Municipal drainage utility system.

### A. Classification of real property.

The real property benefiting from the ordinance shall be classified as follows:

- (1) Commercial; and
- (2) Residential.

### B. Exemptions.

Any person owning real property in the jurisdictional limits of the City of College Station, Texas shall be exempt from the Municipal Drainage Utility System when one (1) of the following conditions exists:

- (1) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;
- (2) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the City for maintenance;
- (3) A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the City; and
- (4) The following governmental entities:
  - Texas A&M University
  - College Station Independent School District
  - City of Bryan

### C. Rates.

All charges shall be made in accordance with the classification of properties by the following categories:

- (1) Residential service shall be charged on the basis of a set fee per residential unit.
  - (a) Each single-family detached residential unit and each duplex residential unit \$3.50 per month.
  - (b) Each residential unit with two (2) or more attached residential units and all residential units in a complex identified as a multi-family apartment complex \$1.57 per month.
- (2) All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the following schedule of drainage charges which are hereby levied against all such remaining lots, tract or parcels of land within the City unless covered by exemptions listed herein.

Commercial service shall be calculated on the basis of building square footage.  
\$1.65/1,000 sq. ft. per month

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 11 “UTILITIES”, SECTION 11-7 “MUNICIPAL DRAINAGE UTILITY SYSTEM”, PART C “RATES”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT 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 the Code of Ordinances of the City of College Station, Texas **CHAPTER 11 “UTILITIES”, SECTION 11-7 “MUNICIPAL DRAINAGE UTILITY SYSTEM”, PART C “RATES”**, 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 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 Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

**PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Secretary**

**APPROVED:**

\_\_\_\_\_  
**City Attorney**

**EXHIBIT "A"**

That the Code of Ordinances of the City of College Station, Texas **CHAPTER 11 "UTILITIES", SECTION 11-7 "MUNICIPAL DRAINAGE UTILITY SYSTEM", PART C "RATES"**, be amended to read as follows:

**C. Rates.**

All charges shall be made in accordance with the classification of properties by the following categories:

- (1) Residential service shall be charged on the basis of a set fee per residential unit.
  - (a) Each single-family detached residential unit and each duplex residential unit \$5.00 per month.
  - (b) Each residential unit with two (2) or more attached residential units and all residential units in a complex identified as a multi-family apartment complex \$2.25 per month.
- (2) All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the following schedule of drainage charges which are hereby levied against all such remaining lots, tract or parcels of land within the City unless covered by exemptions listed herein. Commercial service shall be calculated on the basis of building square footage. \$2.35/1,000 sq. ft. per month.



## Legislation Details (With Text)

<b>File #:</b>	14-921	<b>Version:</b>	1	<b>Name:</b>	Joint Use Agreement With Wellborn Special Utility District
<b>Type:</b>	Agreement	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	12/31/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	2/26/2015	<b>Final action:</b>			
<b>Title:</b>	Presentation, possible action and discussion regarding the approval of a Joint Use Agreement for Right-of-Way and Utility Easements between the City of College Station and Wellborn Special Utility District regarding the section of Barron Road from Victoria Avenue to FM 2154.				
<b>Sponsors:</b>	Donald Harmon				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Wellborn Water Joint Use Agreement Map.pdf</a> <a href="#">Joint Use Agreement.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding the approval of a Joint Use Agreement for Right-of-Way and Utility Easements between the City of College Station and Wellborn Special Utility District regarding the section of Barron Road from Victoria Avenue to FM 2154.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends Council approve the agreement and authorize the Mayor to sign the Joint Use Agreement.

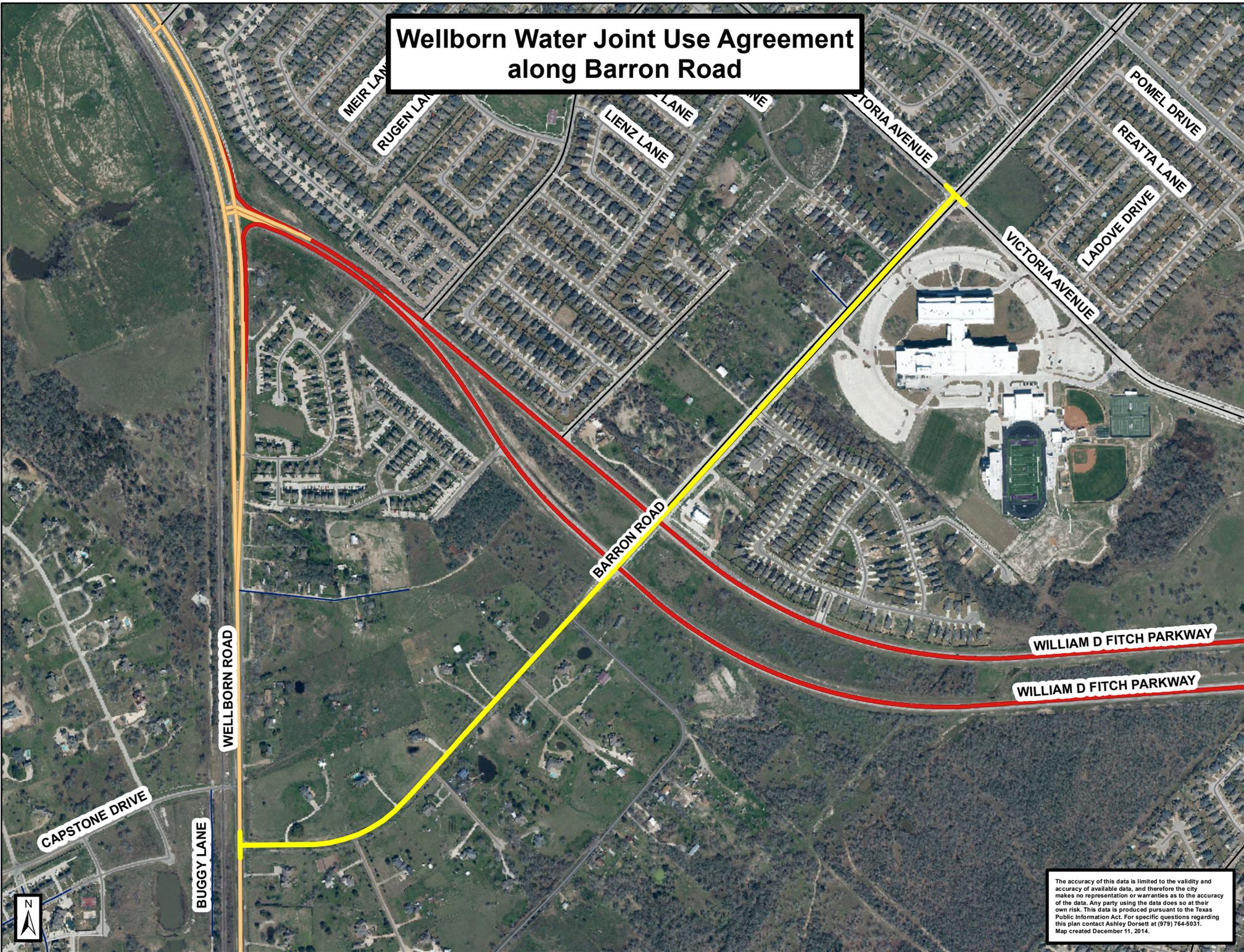
Summary: Wellborn Special Utility District has served customers to the south of College Station for many years and maintains several water line easements located along Barron Road that were in place long before the neighborhood was annexed. In order to avoid possible utility conflicts in the future, City staff contacted Wellborn in April, 2010 and asked that it release its easements along Barron Road. Since Wellborn continues to operate in the vicinity and wants to maintain the integrity of its system, it declined to release its easements, but did agree to enter into a Joint Use Agreement.

Budget & Financial Summary: N/A

### Attachments:

1. Map
2. Joint Use Agreement for Right-of-Way and Utility Easements

# Wellborn Water Joint Use Agreement along Barron Road



The accuracy of this data is limited to the validity and accuracy of available data, and therefore the city makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act. For specific questions regarding this plan contact Ashley Dorsett at (979) 764-5031. Map created December 11, 2014.

## **JOINT USE AGREEMENT FOR RIGHT-OF-WAY AND UTILITY EASEMENTS**

### **Parties to this Agreement**

**"CITY"**: CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, with its mailing address being:

c/o City Attorney's Office  
P.O. Box 9960  
College Station, Brazos County, Texas 77842

**"WELLBORN"**: WELLBORN SPECIAL UTILITY DISTRICT, f/k/a WELLBORN WATER SUPPLY CORPORATION, with its mailing address being:

P.O. Box 250  
Wellborn, Brazos County, Texas 77881

### **Recitals**

**WHEREAS**, CITY is the present owner of street rights-of-way and public utility easements and proposes to make certain roadway, pedestrian and public utility improvements along the Barron Road corridor, from FM 2154 to SH 6 in College Station, Brazos County, Texas; and

**WHEREAS**, WELLBORN is the present owner of water line easements within the Barron Road corridor, from FM 2154 to Victoria Avenue, and desires to maintain its ability to install water pipeline facilities along said corridor being generally depicted by Exhibit "A", which is attached hereto and incorporated herein for all purposes (herein "SHARED RIGHT OF WAY"); and

**WHEREAS**, CITY and WELLBORN wish to share joint use of SHARED RIGHT OF WAY under the specific terms and conditions described herein and both parties wish to retain their respective property rights in SHARED RIGHT OF WAY and in no way does either party intend to change, modify, alter or extinguish any property rights vested in either party.

### **Terms and Conditions**

**NOW THEREFORE**, by signing herewith and in consideration of the covenants and acknowledgements contained herein, the parties mutually agree as follows:

Nothing in this document shall serve to modify, alter, or extinguish any property rights and property interest vested in either party; and

This agreement affects and pertains only to those properties where both WELLBORN and CITY possess a property interest on the same lands along the SHARED RIGHT OF WAY; and

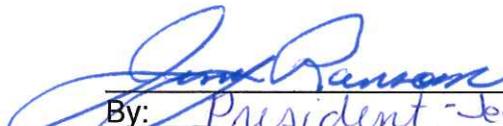
It is further agreed that both parties will occupy the SHARED RIGHT OF WAY under the following additional terms and conditions:

1. **Use of Street Right of Way:** WELLBORN may not install its water pipeline facilities inside the street right-of-way lines except to cross the street right-of-way. WELLBORN may only cross said street rights-of-way at a ninety (90) degree angle to the right-of-way lines.
2. **Use of Public Utility Easements:** Each party shall cooperate to locate, install and maintain its utility within public utility easements in an effort to avoid disturbing the other party's facility. In instances when the installation, removal, relocation or adjustment of a new facility requires the adjustment of an existing facility, the party installing the new facility shall be responsible for all costs associated with the adjustment of the existing facility, including, but not limited to engineering, construction, surveying and easement acquisition.
3. **Utility Permits:** Before installation, removal, relocation or adjustment of its facilities, WELLBORN shall submit an application for permitting to CITY in accordance with then-current CITY requirements so as to inform CITY of proposed utility construction. However, CITY shall have no authority to delay or deny said application unless part or parts of said plans could endanger the public safety or the integrity of existing City facilities.
4. **Construction Methods:** When crossing CITY streets with its pipelines, WELLBORN shall employ the use of trenchless construction methods.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

WELLBORN SPECIAL UTILITY DISTRICT

CITY OF COLLEGE STATION, TEXAS

  
By: President - Jerry Ransom  
Title: President  
Date: August 11, 2014

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED:

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

+++++

THE STATE OF TEXAS

ACKNOWLEDGEMENT

COUNTY OF BRAZOS

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ as \_\_\_\_\_ of the CITY of COLLEGE STATION, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
STATE OF TEXAS

+++++

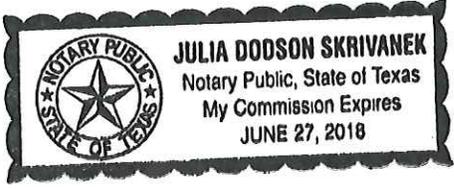
THE STATE OF TEXAS

ACKNOWLEDGEMENT

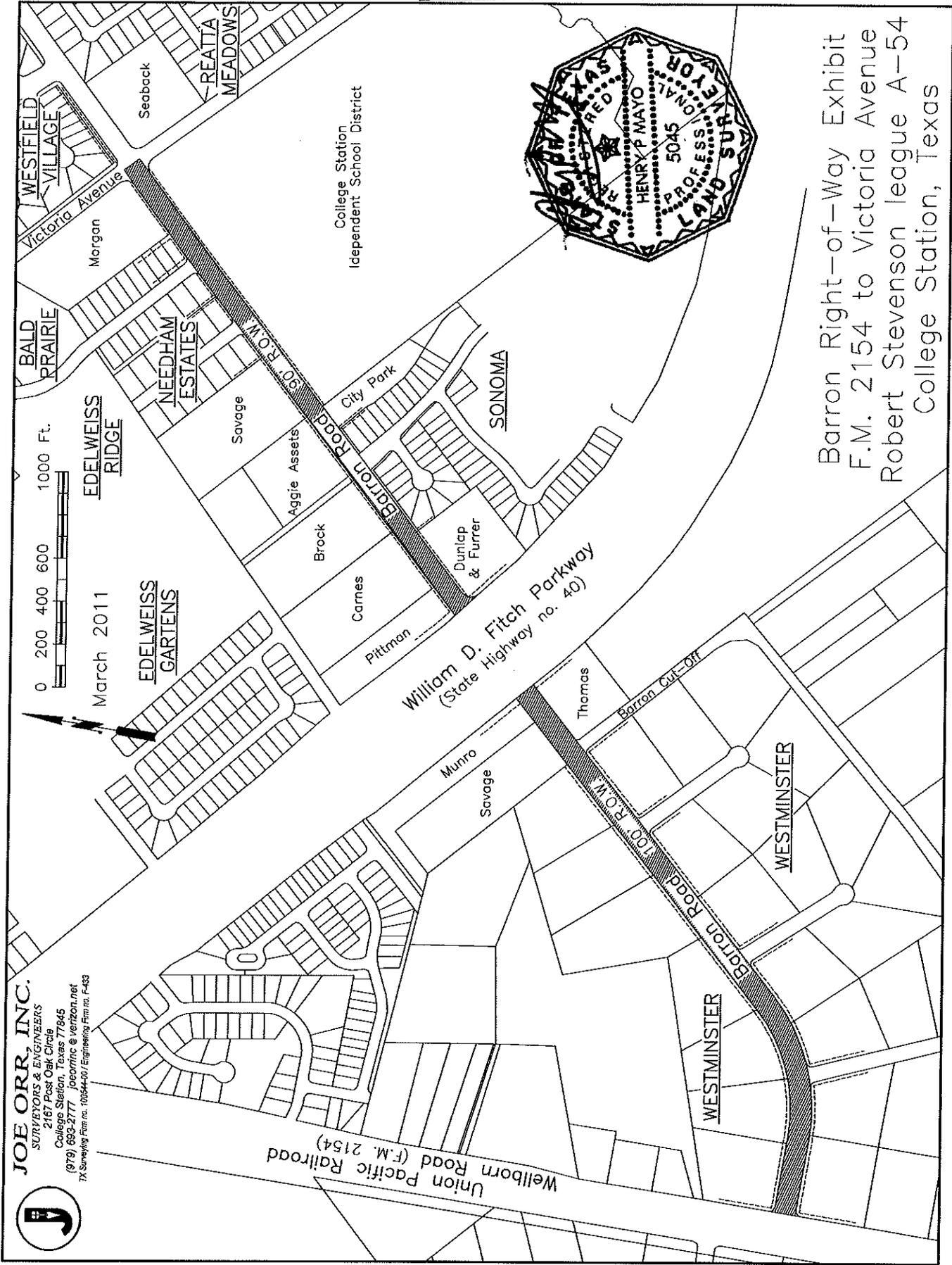
COUNTY OF BRAZOS

This instrument was acknowledged before me on the 11<sup>th</sup> day of August, 2014, by Jerry Ransom as President of Wellborn Special Utility District, a Texas Utility District, on behalf of said District.

*Julia Dodson Skrivanek*  
NOTARY PUBLIC in and for the  
STATE OF TEXAS



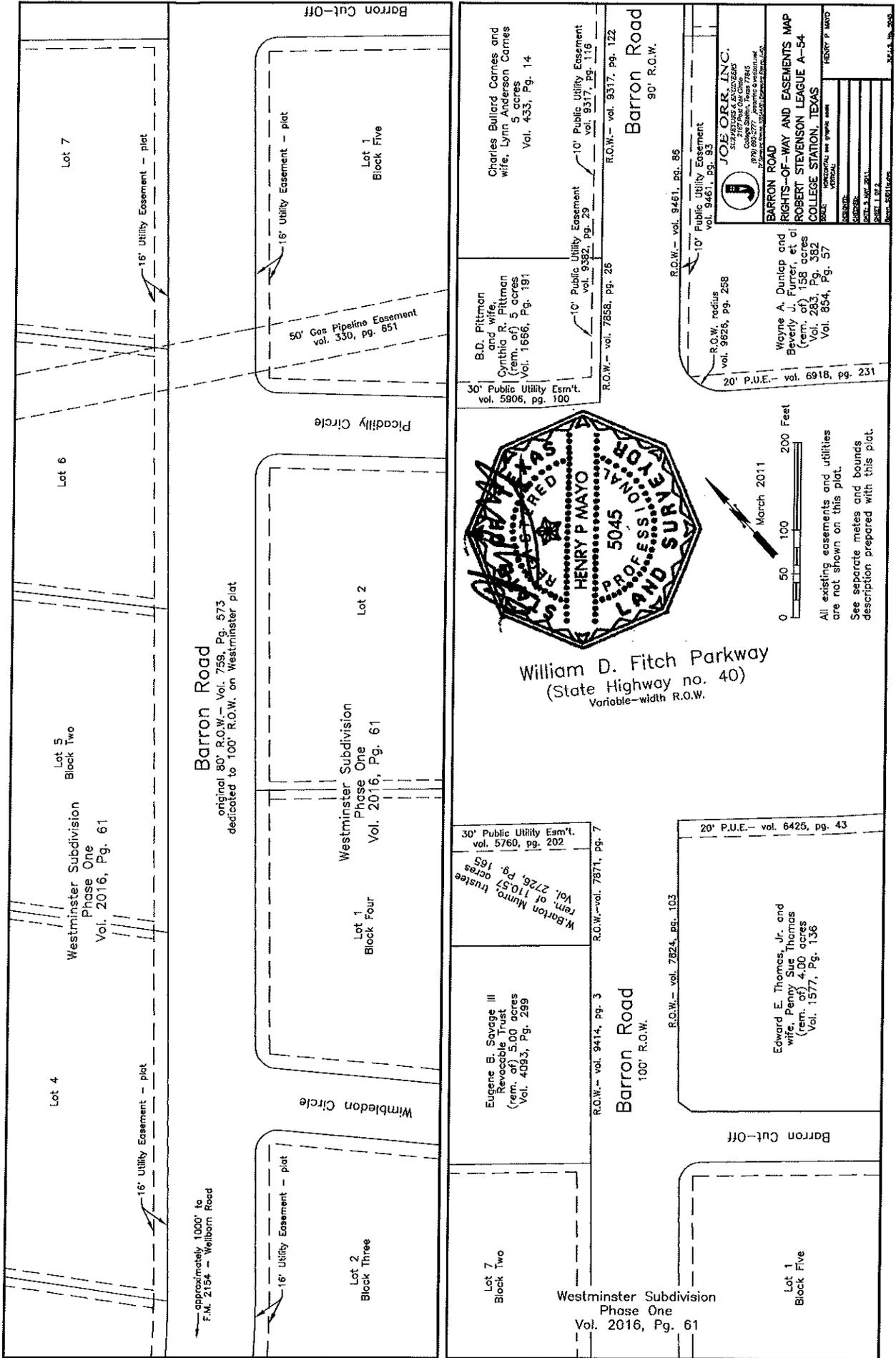
# EXHIBIT "A"



Barron Right-of-Way Exhibit  
 F.M. 2154 to Victoria Avenue  
 Robert Stevenson league A-54  
 College Station, Texas

**JOE ORR, INC.**  
 SURVEYORS & ENGINEERS  
 2167 Post Oak Circle  
 College Station, Texas 77845  
 (979) 692-2777 jorrc@verizon.net  
 TX Surveying Firm no. 10084-001 Engineering Firm no. F-493









## Legislation Details (With Text)

<b>File #:</b>	15-0058	<b>Version:</b>	1	<b>Name:</b>	College Station ISD Natatorium Use FY14 Financial True-Up
<b>Type:</b>	Presentation	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	2/6/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	2/26/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding the College Station ISD Natatorium Use FY14 financial true-up, in the amount of \$61,739.92 to be paid from the City of College Station to the College Station ISD for the FY14 use of the CSISD Natatorium.				
<b>Sponsors:</b>	David Schmitz				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">CSISD Natatorium FY14 true-up.pdf</a> <a href="#">2009 CSISD ILA Fully Executed.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the College Station ISD Natatorium Use FY14 financial true-up, in the amount of \$61,739.92 to be paid from the City of College Station to the College Station ISD for the FY14 use of the CSISD Natatorium.

**Relationship to Strategic Goal:** 1. Providing Core Services and Infrastructure  
2. Neighborhood Integrity

**Recommendation(s):** Staff recommends approval.

**Summary:** COCS and CSISD agreed to share the operating costs of the Natatorium through an Inter Local Agreement. Each year, both CSISD and COCS submit their expenses and revenues related to the operation of the Natatorium in the prior fiscal year.

CSISD incurs expense related to maintenance, utility costs and a reimbursement for lifeguard salaries for lifeguard time spent on CSISD swim team practice. COCS processes revenues for COCS programs run through the Natatorium, and incurs expenses related to lifeguard and administrative salaries, and some maintenance costs.

After receiving figures from both entities, COCS prepares a true-up of these expenses and revenues in order to determine the net cost of operations for the Natatorium. COCS calculates the percentage of usage of the Natatorium by both entities. The entity is then responsible for the dollar amount generated by applying the entity's percentage of use to the net cost.

Typically, CSISD overpays their portion of the net cost, and COCS reimburses the school district through the true-up. The payment has never gone to Council before, as the payment was under the

\$50,000 threshold. However, due to several circumstances, the payment for the FY2014 is \$61,739.92. The increase is due to an increase of expenses incurred by CSISD - as well as increased revenue received by COCS that needs to be shared with CSISD.

CSISD explained that the increase in utilities was due to the colder winter in FY14 versus the winter in FY13. Overall, utilities increased by \$12,881.00 from last fiscal year.

Maintenance and supplies also increased in FY14. Maintenance increased by \$1,344.98, and Supplies increased by \$11,400.74. Per CSISD, the bulk of those increases was due to the purchase of two portable lifeguard stands which were purchased for \$6,513.50 (a one-time expenditure) and the purchase of a plumbing press gun for \$3,198.61, totaling \$9,712.11.

Furthermore, the Aquatics revenue received by COCS for Natatorium programs was \$18,289.77, an increase of \$17,958.24 from FY13. Since COCS shares revenue with CSISD, the payout for FY14 was increased substantially to account for the increase in revenue received by CSISD.

The total payout to CSISD for FY2014 is \$61,739.92, an increase of \$23,949.09 over last fiscal year. \$30,360.00 was budgeted in account 013-5382-734.41-90 for this payout.

**Budget & Financial Summary:** Funds to be paid from the Recreation Fund portion of the FY15 College Station Parks and Recreation Department operating budget.

**Attachments:**

1. Natatorium Use and Budget Calculations for FY14.
2. City of College Station - College Station ISD Inter Local Agreement

**RECONCILIATION OF COSTS AND REVENUES ASSOCIATED WITH NATATORIUM FOR FISCAL YEAR 2014**

	FY14 CSISD	FY14 COCS	FY14 TOTAL	NOTES
REVENUES - BASIC OPERATIONS	-	-	-	
COST OF BASIC OPERATIONS OF NATATORIUM				
Maintenance & Repair	8,500.51		8,500.51	
Supplies	17,062.98		17,062.98	
Utilities - Water	5,304.00		5,304.00	
Utilities - Electricity	23,454.00		23,454.00	
Utilities - Natural Gas	21,861.00		21,861.00	
Facility Manager (Vera Vowell - 2 hrs/week) (S&B \$90,507.53 per year / 2080 hrs * 2 hrs * 52 weeks)		4,523.87	4,523.87	
REVENUES - PROGRAMS				
Aquatics revenue - Natatorium (013-0000-441.47-34)		(18,289.77)	(18,289.77)	
CSISD Reimb for life guards for swim team (013-0000-482.47-34)	9,957.45	(9,957.45)	-	
Swim Instructions - Stroke Clinic - Natatorium (013-0000-441.47-39)		(6,180.00)	(6,180.00)	
Tsunami (Swim Team Registration Fees 013-0000-441.47-38)		(29,923.00)	(29,923.00)	
COST OF PROGRAMS OFFERED AT NATATORIUM				
Lifeguards (Temp/Seasonal emps of COCS) From Vera				
General Public (incl Tsunamis and Water Aerobics)		10,627.75	10,627.75	
CSISD		9,957.45	9,957.45	
Ag Swim Team		17,720.36	17,720.36	
Maintenance		5,534.97	5,534.97	
Daniel Tice - 1 hr/week (S&B \$64,426.07 per year / 2080 hrs * 1 hrs * 52 weeks)		1,610.65	1,610.65	
<b>NET COSTS (COST - REVENUE)</b>	<b>86,139.94</b>	<b>(14,375.17)</b>	<b>71,764.77</b>	

**COST DISTRIBUTION BASED ON PERCENTAGE OF USAGE:**

	CSISD	COCS	Ag Swim Team	Total
Percentage of usage:	34.0%	66.0%	0%	100%
Total Net Cost (calculated above)	71,764.77	71,764.77	71,764.77	71,764.77
Apply Percentage to Total Net Cost	24,400.02	47,364.75	-	71,764.77
Adjust by Net Cost Already Incurred	86,139.94	(14,375.17)	-	71,764.77
True-up by Entity	(61,739.92)	61,739.92	-	-
Recap:				
COCS owes CSISD:	61,739.92			
Ag Swim Team owes CSISD:	-			
	<b>61,739.92</b>			

# ROUTING SHEET

## CONTRACTS & OTHER AGREEMENTS

(These Documents Require Council Approval)

**For Office Use Only:**  
 \_\_\_ Originals sent to Fiscal on \_\_\_  
 \_\_\_ Copies sent to Legal on \_\_\_  
 Scanned into Laserfiche on \_\_\_

Contract No.: 09-321 Project No.: \_\_\_\_\_

Project Name: CSISD ILA Joint Use of Facilities

Name of Contractor: College Station Independent School District

Contract Description: Interlocal Agreement for the joint use of facilities for Parks and Recreation Department Recreation Programs between College Station Independent School District and the City of College Station.

CRC Approval Date (if required): \_\_\_\_\_

Council Approval Date (if required): July 9, 2009 Department Representative/Extension  
MARCO A. CISNEROS X-3413

Agenda Item No.: RA #4

Finance Review Required: Insurance Certificates: N/A Performance Bond: NA Payment Bond: NA  
 (person reviewing, please initial if approved)

Comments: 4 copies to create. 2 for CSISD  
 2 for COCS  
 2nd SET PROCESSED THROUGH FOR SIGNATURES

6 Comie Hook

CITY SECRETARY

9-25-09  
DATE

5 Bruce

MAYOR

9-24-09  
DATE

4 Al Duly

CITY MANAGER

9-23-09  
DATE

3 [Signature]

LEGAL DEPARTMENT

9-23-09  
DATE

2 [Signature]

CHIEF FINANCIAL OFFICER

9-23-09  
DATE

1 [Signature]

DEPARTMENT DIRECTOR/  
ADMINISTERING CONTRACT DIRECTOR

9/23/09  
DATE

**INTERLOCAL AGREEMENT FOR JOINT USE OF FACILITIES  
FOR PARKS AND RECREATION DEPARTMENT RECREATION PROGRAMS  
BETWEEN COLLEGE STATION INDEPENDENT SCHOOL DISTRICT  
AND  
THE CITY OF COLLEGE STATION, TEXAS**

**THIS AGREEMENT** is made and entered into by and between COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "**CSISD**"), and the CITY OF COLLEGE STATION, TEXAS (hereinafter referred to as the "**City**"), a Texas Home Rule Municipal Corporation. (CSISD and the City may be referred to hereinafter either individually as the "**Party**" or "**Agency**" or collectively as the "**Parties**" or the "**Agencies**".)

**WHEREAS**, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, (the "**Act**"), authorizes all local governments to contract with each other to provide a governmental function or service that each Party to the contract is authorized to perform individually and in which the contracting Parties are mutually interested, such as administrative functions, planning, parks and recreation and engineering; and

**WHEREAS**, the City is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER; and

**WHEREAS**, CSISD is an independent school district and is authorized to enter into this Agreement pursuant to the approval of its board of trustees; and

**WHEREAS**, the City and CSISD represent that each is independently authorized to perform the functions contemplated by this Agreement; and

**WHEREAS**, the governing bodies of the City and CSISD are mutually interested in providing high quality programs for education and recreation activities (herein referred to as "**Programs**") for the citizens of College Station in a cost-effective manner; and

**WHEREAS**, full cooperation between the City and CSISD is necessary to achieve the best services for the citizens of College Station in a cost effective manner; and

**WHEREAS**, the authority to administer this Agreement may be delegated by the City and CSISD to the City Manager and the Superintendent or their designees;

**NOW THEREFORE**, the City and CSISD herein enter into this Agreement pursuant to the above-named Act to authorize their representatives to cooperate by allowing the joint use of areas and facilities (herein referred to collectively as "**Facilities**") under the following terms and conditions:

**A. Obligations of Each Agency for Use of Facilities.**

1. CSISD will identify school Facilities which are suitable for the Programs, and subject to the joint agreement of the Parties, make those Facilities available to the City for community Programs.
2. The City will identify Facilities which are suitable for the Programs, and subject to the joint agreement of the Parties, make those Facilities available to CSISD for community Programs.

3. All established Facility rules and regulations will apply to users from both Agencies. Subject to any specific cost-sharing provisions set forth in this Agreement, additional costs for personnel, equipment or supplies that may be required for a Program will be arranged in advance by the Agency using the Facility for such Program by contacting the Facility manager of the Agency which owns such Facility. Costs associated with the Program will be the responsibility of the Agency using the Facility for the Program.
4. Each Agency shall be responsible for the maintenance, utilities and reasonable janitorial services for their own Facilities regardless of which Agency uses the Facility except as otherwise provided herein. The Agency using the Facility shall be responsible for reasonable care and protection of the Facility and equipment provided for its Programs as well as for any damages that may occur as a result of these Programs, except for normal wear and tear.
5. Each Agency will submit to the other Agency no later than December 1 of each year, a schedule of proposed dates for the use of the Facilities for the next following calendar year. Each Agency will have first priority for use of their respective Facilities. The second priority for use will be granted to the other Agency. All other groups will have subsequent priority; provided however, that an Agency may cancel the use of its Facilities upon written notice to the other Agency no later than six (6) months prior to the beginning of the school semester for which the cancellation is contemplated.
6. Both Agencies shall cooperate to make information about their respective Programs and Facilities available to the citizens of the community.
7. Each Agency agrees to pay for the services and functions to which they are obligated under this Agreement from current revenues.

**B. Potential Joint Acquisition of Property and Development of Facilities.**

1. Both Agencies agree that with respect to future land acquisitions for parks or school sites each Agency will make a reasonable effort to jointly discuss community needs to foster potential cooperative school/city developments. Final determination for a particular site rests with the purchasing Agency.

**C. Obligations for Joint Operation of Specific Facilities and Programs.**

1. Both Agencies agree that joint operation of the Kids Klub after school care program is a mutual benefit to the citizens of College Station. Specific operational information and details are contained in the operational guidelines attached to this agreement as **EXHIBIT "A"**. **EXHIBIT "A"** is incorporated herein by reference.
2. Both Agencies agree that the joint operation of the CSISD Natatorium is of mutual benefit to the citizens of College Station. Specific operational information and details are contained in the operational guidelines attached to this agreement as **EXHIBIT "B"**. **EXHIBIT "B"** is incorporated herein by reference.
3. Both Agencies agree that the joint operation of the XTRA Education (community education) program is a mutual benefit to the citizens of College Station. Specific operational information and details are contained in the operational guidelines attached to this agreement as **EXHIBIT "C"**. **EXHIBIT "C"** is incorporated herein by reference.

**D. Terms of Agreement.**

1. The term of this Agreement shall be one (1) year commencing on the date upon which the Agreement is approved by both parties. Thereafter, this agreement shall be automatically renewed for successive one year terms up to a maximum of an additional nine (9) years unless terminated earlier by either Party giving the other 60 days advance written notice.
2. This Agreement may be terminated at any time and for any reason without liability by either Party upon written notice as provided herein not later than six (6) months prior to the beginning of a school semester, and subject to the limitations herein.

**E. Hold Harmless**

The City and CSISD each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the work done under this Agreement.

The Parties understand and agree that each Party is a "Governmental Unit" as that term is defined in Section 101.001(3) of the Texas Civil Practice Code. The Parties further understand and agree that they are entitled to the, rights, protections and limitations which Title 5 of the Texas Civil Practice and Remedies Code provides for Governmental Units, including the protections and limitations afforded under Chapter 101 of the Texas Civil Practice and Remedies Code. The Parties agree to indemnify and hold the other Party and its officers, trustees, directors, employees, and agents harmless from claims, demands, causes of action, suits, damages, costs, and attorney fees, in favor of any third party, subject to the following: (a) the Party's obligation to indemnify extends only to those claims, demands, suits, causes of action, damages, costs, or attorney fees, which arise out of or are connected with their own acts or negligence; and (b) the Party's obligation to indemnify is subject to Title 5 of the Texas Civil Practice and Remedies Code. Notwithstanding anything which may be construed to the contrary herein, the Party's liability to indemnify will only exist to the extent and to the limits that it would itself otherwise be exposed to liability under Title 5 of the Texas Civil Practice and Remedies Code.

**F. 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.

**G. Written Notice**

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

**College Station Independent School District**  
1812 Welsh  
College Station, Texas 77840  
Attn: Superintendent of Schools

**City of College Station**  
P. O. Box 9960  
College Station, Texas 77842-9960  
Attn: City Manager

**H. Entire Agreement**

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

**I. Amendment**

No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of each Party.

**J. Texas Law**

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

**K. Place of Performance**

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**L. 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 organizations.

**M. Waiver**

Failure of either Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

**N. Agreement Read**

P:\GROUP\AGEN-CAL\For Legal Review\In Review\07-09-2009\RA #4 - CSISD ILA Joint Use Revisions\1 - CSISD CS Interlocal Agreement 7.1 7-01-2009.docx

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

**O. Assignment**

This Agreement and the rights and obligations contained herein may not be assigned by either Party without the prior written approval of the other Party.

**P. 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.

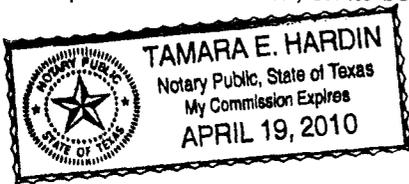
EXECUTED on this the 30<sup>th</sup> day of September, 2009.

**COLLEGE STATION INDEPENDENT SCHOOL DISTRICT**

By: *Charlotte Slack*  
Charlotte Slack, Board President  
College Station Independent School District

STATE OF TEXAS                    §  
   §        **ACKNOWLEDGMENT**  
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 30<sup>th</sup> day of September 2009, by **Charlotte Slack**, in his capacity as **Board President of College Station Independent School District**, a political subdivision, on its behalf.



*Tamara E. Hardin*  
Notary Public in and for the State of Texas  
My Commission expires on: 4/19/2010

**CITY OF COLLEGE STATION**

By: *[Signature]*  
Mayor  
City of College Station

Attest: *Connie Hook*

City Secretary

APPROVED:

[Signature]  
City Manager

9-23-09  
Date

[Signature]  
City Attorney

9-23-09  
Date

[Signature]  
Finance and Strategic Planning Director

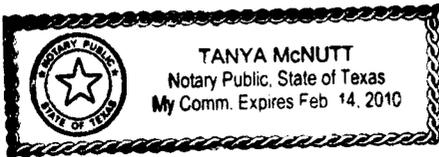
9-23-09  
Date

STATE OF TEXAS  
COUNTY OF BRAZOS §

§  
§

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 24<sup>th</sup> day of September, 2009, by Ben White, in his capacity as **Mayor** of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.



[Signature]  
Notary Public in and for the State of Texas

My Commission expires on: 2-14-10

**EXHIBIT "A"**  
**OPERATION OF KIDS KLUB**  
**AFTER SCHOOL CARE PROGRAM**

**AGENCY OBLIGATIONS**

The CSISD Superintendent and the City Manager, or their respective designees, shall each appoint a representative from their Agency to serve as a director of Kids Klub. The two directors shall be empowered to carry on the business of the Kids Klub program with the approval of their respective supervisors. Subject to the following specific provisions, the general obligations of the Parties shall be as follows:

Financial administration, participant registration, and provision of **Facilities** are the responsibility of **CSISD**.

Daily operation, staff training, supervision, and curriculum development are the responsibility of the **City**.

**A. Obligations of the City.**

1. Interview, hire, train, evaluate, and when needed, dismiss staff.
2. Conduct a background check on all potential City staff employees.
3. Plan, carry out, and evaluate the program.
4. Provide **CSISD** with correct staff attendance records in a timely manner as required by the payroll calendar.
5. Order supplies and materials deemed appropriate to conduct the program.
6. Provide **CSISD** with an accident report within twenty-four (24) hours for all accidents to staff or students that require medical assistance to the Superintendent of School or his designee.
7. Produce an annual program evaluation by December 1st for the previous fiscal year. This evaluation should detail both fiscal and programmatic functions and be submitted to the City Manager and Superintendent of Schools.
8. Develop a proposed annual budget in collaboration with the CSISD Director of Career and Technology Education and Community Education. This budget shall be developed no later than April 1st of each year. Budgets will be based on projected enrollment.
9. Handle all external public relations, including parent handbooks, enrichment flyers, and parent concerns regarding program operations.
10. Develop appropriate enrichment registration forms and materials for all activities of Kids Klub.

**B. Obligations of CSISD.**

1. Collect and account for all monies according to the accounting principles set forth in the ***Texas Education Agency's Financial Accounting Resource Guide***.

2. Provide the facilities for the program. Fees associated in building use shall be waived. Utility costs will be paid as set forth in the agreed budget.
3. Pay all bills generated by the activities of the program as verified by both Parties.
4. Pay all salaries of the employees of the program, except for the City Program Director and other city staff. Timesheets and other documents will be maintained for auditing purposes. **CSISD** is to reimburse the City \$20,000 toward the cost of the City Kids Klub Program expenses.
5. Conduct a background check on all potential staff employees.
6. Provide daily snacks for students and staff through the CSISD Food Service Department based on information received from the City Program Director.
7. Develop a proposed annual budget with the City Program Director. This proposed budget shall be developed no later than April 1st of each year. Budgets will be based on projected enrollments. The final approved budget must be reviewed and approved by both the City and CSISD.
8. Provide to the **City** monthly financial statements. In addition, an annual financial report shall be prepared by December 1st of each year.
9. Purchase and administer an accident insurance policy for staff and students in the program.
10. Communicate in a timely manner with the CSISD Food Service Department, all necessary information concerning the Snack Program.
11. Handle all customer concerns regarding individual financial accounts.

**C. General Provisions.**

1. The Fiscal Year shall coincide with that of **CSISD**, which is September 1 - August 31.
2. After all outstanding obligations have been paid in full, a final accounting of all program expenses and revenues shall be completed. At that time:
  - a. \$10,000.00 shall be allowed to remain as a fund balance, with an additional \$10,000.00 being added to the fund balance each year.
  - b. The fund balance shall be allowed to rise to a target level of \$40,000.00. If this target level is exceeded, two alternatives are available for use of the excess, which are as follows:
    - i. The excess funds will be distributed equally between **CSISD** and the **City**; or
    - ii. The excess funds will be used to enhance the program, upon the mutual agreement of both Agencies.
3. No **CSISD** or other school district funds may be used to cover program deficits beyond the existing fund balance in the Kids Klub Proprietary Fund. In turn, nothing herein shall obligate City to incur costs beyond what is expressly budgeted and approved, including no obligation to incur costs beyond the existing fund balance in the Kids Klub Proprietary Fund.

4. Should it become necessary on the part of either Agency to withdraw from the cooperative program or abandon the program altogether, an accounting of the net worth of the program shall be made. This accounting shall include assets and liabilities, but exclude non-monetary assets. If only one Party withdraws, non-monetary assets of the program shall become sole property of the other Agency.
5. If both Agencies withdraw, an equitable (equal) disposition of non-monetary assets will be proposed which must be acceptable to both Agencies and which must be approved by the governing body of each Agency.
6. Neither Party may withdraw during a program year unless both Agencies withdraw.
7. Should **CSISD** withdraw from the program beginning with the first day of the following Fiscal Year, **CSISD** reserves the right to totally withdraw all support, including the provision of facilities or **CSISD** reserves the right to adjust building use fees.
8. As a part of each annual budget, a figure shall be established by the CSISD Business Office which shall reflect the annual utility and custodial costs applicable to the program. This cost shall be paid to **CSISD** in ten (10) monthly installments. The assessment may be revised during a fiscal year only if the building usage requirements of the program change. Failure to properly manage utilities at the campuses may result in the re-negotiating of the utility fee (i.e. running air conditioners with doors open, leaving lights on, etc.).
9. Upon mutual agreement of the Parties, **CSISD** can designate a clerk to handle daily operations of the Financial Director; salary to be paid from the Kids Klub budget.
10. Upon mutual agreement of the Parties, the **City** can designate a program assistant to handle daily operations of the Program Director; salary to be paid from the Kids Klub budget.

**EXHIBIT "B"**  
**OPERATION OF THE NATATORIUM FACILITY**

**AGENCY OBLIGATIONS**

The CSISD Superintendent and the City Manager, or their respective designees, shall each appoint a representative from their Agency to serve as a director of the natatorium. The two directors shall be empowered to carry on the business of the facility with the approval of their respective supervisors. Subject to the following specific provisions, the general obligations of the Parties shall be as follows:

Financial administration, participant registration, and provision of **Facilities** are the responsibility of **CSISD**.

Daily operation, staff training, supervision, and curriculum development are the responsibility of the **City**.

**A. Obligations of the City.**

1. Interview, hire, train, evaluate and, when needed, dismiss staff.
2. Conduct a background check on all potential staff employees.
3. Plan, carry out, and evaluate the program.
4. Order supplies and materials deemed appropriate to operate the facility.
5. Provide **CSISD** with an accident report within twenty-four (24) hours for all accidents to staff or pool users that require medical assistance to the Superintendent of School or his designee.
6. Produce an annual program evaluation by December 1<sup>st</sup> for the previous fiscal year. This evaluation should detail both fiscal and programmatic functions and be submitted to the City Manager and Superintendent of Schools.
7. Develop a proposed annual budget in collaboration with **CSISD** and the City Program Director. This budget shall be developed no later than April 1<sup>st</sup> of each year. Budgets will be based on projected participation.
8. Handle all external public relations, including flyers and notices regarding facility operations.
9. Collect and account for all monies in accordance with the **City** and its Parks and Recreation Department's fiscal policies.

**B. Obligations of CSISD.**

1. Proprietary Fund to be established.
  - a. A Proprietary Fund (similar to Kids Klub) to be established that would account for all financial transactions involving the natatorium with all revenues including, but not limited to:
    - i. User fees
    - ii. Facility rentals
    - iii. Any other revenues attributable to the operations of the natatorium or use of the facility

- b. All expenses including, but not limited to:
  - i. Salaries of full-time employees devoted to operations of natatorium
  - ii. Salaries of part-time employees devoted to operations of natatorium
  - iii. Pro-rated salaries of any full or part time employees devoted partially to operations of natatorium
  - iv. Compensation of City Lifeguards
  - v. Chemicals
  - vi. Supplies
  - vii. Utilities (pro-rated based on square footage of building, or at the option of **CSISD**, separate meter(s) for natatorium utility consumption, if feasible)
  - viii. Maintenance and repairs to include materials and labor
  - ix. Insurance
  - x. Any other expense directly attributable or partially allocable to the operations of the natatorium
  
- c. Sharing of Profit or Loss
  - i. The net income or loss from the Proprietary Fund to be shared between **CSISD** and **City** based on the ratio of hours used by each respective entity to the total hours the facility is open. Record of hours used to be maintained by the manager of the facility. Report of hours used to be provided to **CSISD** and **City** on a monthly basis.
  
- d. Fiscal Year
  - i. Fiscal year of Proprietary Fund to be from September 1 to August 31.
  - ii. Annual Settle Up
  - iii. Settle up to be within 90 days of the end of the fiscal year on an annual basis.
  
- e. Develop a proposed annual budget with the City Program Director and **CSISD**. This proposed budget shall be developed no later than April 1<sup>st</sup> of each year. Budgets will be based on projected participation.

**C. General Provisions.**

1. The Fiscal Year shall coincide with that of **CSISD**, which is September 1 – August 31.
2. The **City** can designate an “Acting Program Director” to handle the daily operations of the Facility Director.

**EXHIBIT "C"**  
**OPERATION OF THE XTRA EDUCATION PROGRAM**

**AGENCY OBLIGATIONS**

The CSISD Superintendent and the City Manager, or their respective designees, shall each appoint a representative from their Agency to serve as a director. The two directors shall be empowered to carry on the business of the program with the approval of their respective supervisors.

Subject to the specific provisions of the operational guidelines, the following general provisions shall apply:

The financial administration, curriculum development, instructor recruitment, and daily operation of the program shall be the responsibility of the **City**.

**CSISD** shall be responsible for the use of **Facilities** and for joint marketing of the program.

**A. Obligations of the City.**

1. Interview, hire, train, evaluate and, when needed, dismiss staff and instructors.
2. Conduct a background check on all potential staff employees and instructors.
3. Plan, carry out, and evaluate the program.
4. Order supplies and materials deemed appropriate to conduct the program.
5. Provide **CSISD** with an accident report within twenty-four (24) hours for all accidents to staff, instructors or participants that require medical assistance to the Superintendent of School or his designee.
6. Produce an annual program evaluation by December 1<sup>st</sup> for the previous fiscal year. This evaluation should detail both fiscal and programmatic functions and be submitted to the City Manager and Superintendent of Schools.
7. Handle all external public relations, including flyers, brochures, and notices regarding program operations.
8. Collect and account for all monies in accordance with the **City** and its Parks and Recreation Department's fiscal policies.

**B. Obligations of CSISD.**

1. Utility and janitorial costs are the responsibility of **CSISD**.
2. Normal wear and tear repairs to the **Facilities** are the responsibility of **CSISD**.

**C. General Provisions.**

1. The Fiscal Year shall coincide with that of the **City**, which is October 1 – September 30.
2. The **City** can designate an "Acting Program Director" to handle the daily operations of the Facility Director.



## Legislation Details (With Text)

<b>File #:</b>	15-0061	<b>Version:</b>	1	<b>Name:</b>	Fun for All Playground – Donor Recognition and Naming Rights
<b>Type:</b>	Presentation	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	2/6/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	2/26/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding the Fun for All Playground donor recognition and naming rights.				
<b>Sponsors:</b>	David Schmitz				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">NAMING OF CITY FACILITIES AND SUB-FACILITIES APPROVED.pdf</a> <a href="#">Fun For All Donor Recog. &amp; Naming Rts.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the Fun for All Playground donor recognition and naming rights.

### Relationship to Strategic Goal:

1. Providing Core Services and Infrastructure
2. Neighborhood Integrity

**Recommendation(s):** Staff recommends approval. Parks and Recreation Advisory Board recommends approval.

**Summary:** The Fun for All Playground is a joint effort of the College Station Rotary Club, the College Station Noon Lions Club, the Kiwanis Club, and the City of College Station. The groups have joined forces positively to achieve a regional facility that will serve all the children of this area, regardless of abilities.

The Clubs have organized task forces from their members and the community to begin the upcoming efforts in Publicity, Grants, and Fund-Raising. The service clubs are pursuing possible grants or non-profit organization funding, and involve the community in actual building of the facility.

As part of the fundraising, the levels and guidelines for the donor recognition and naming rights has been created. The playground is classed as a park sub-facility. In keeping with the current City Naming Policy, the proposed donor recognition and naming rights levels and guidelines need final approval from the City Council.

This project was on the Parks and Recreation Advisory Board agenda on February 10<sup>th</sup> and received unanimous approval.

**Budget & Financial Summary:** NA

**Attachments:**

1. City of College Station Naming of City Facilities and Sub-Facilities Policy
2. Fun For All Donor Recog. & Naming Rts

# CITY OF COLLEGE STATION

## NAMING OF CITY FACILITIES AND SUB-FACILITIES

*Approved May 24, 2012*

### **PURPOSE**

To establish uniform procedures and criteria for the naming of City-owned facilities and sub-facilities located in the City of College Station.

### **DEFINITIONS**

**Facility:** Major City-owned buildings, parks and trails built for permanent use.

**Sub-Facility:** Minor City-owned structures within a Major Facility, including but not limited to: swimming pools, pavilions, tennis courts, large water features, trail sections or meeting rooms.

### **POLICY**

The City Council shall have the authority to name City-owned facilities and sub-facilities according to the procedures and criteria established below.

#### **General Naming Criteria and Guidelines.**

In order to be considered a qualifying name, the proposed name for a facility or sub-facility must satisfy one of the following criteria:

- A. Be descriptive of a geographic location or a significant natural feature in or near the facility, or an adjoining subdivision, street, or school.
- B. Commemorate historical events, groups or individuals that remain of continued importance to the City, region, State, and/or Nation.
- C. Commemorate individuals who are deceased and have a history of exceptional community service or contributions to the facility's best interests and purposes, such as:
  - a. Involvement in a leadership role in civic organizations that are devoted to community improvement;
  - b. Assistance to the underprivileged, as well as people with physical or intellectual disabilities;
  - c. Active promotion of effective programs for youth or senior citizens within the community;
  - d. Active promotion of and organizing community events and activities that have enriched the quality of life within the community;
  - e. Active promotion of and directed efforts to improve the aesthetic appearance and environmental quality of the community; or

- f. Leading efforts to collect, promote and retain the historical heritage of the community.
- D. Commemorate individuals who made significant contributions to the City's acquisition or development of the facility.
  - a. If a facility is named to commemorate or honor an individual or group, the relative importance of the facility to be named after the individual or group should match the respective stature, characteristics and contributions. The following circumstances may be considered in naming of a facility after a donor, benefactor or group:
    - i. Land for the majority of the facility was deeded to the City;
    - ii. Contribution of a minimum of 50% of the capital construction costs associated with developing the facility; or
    - iii. Provision of an endowment for at least 50% of a facility's estimated useful life for the continued maintenance and/or programming of the facility.
  - b. The City Council may alter these guidelines if deemed necessary.
  - c. The City reserves the right to utilize criminal background checks as part of the vetting process in order to ascertain an honoree's good character.
- E. Recognize organizations involved in a public-private partnership with the City that have made significant financial or capital contributions to the acquisition or development of the facility. This includes any Naming Rights Agreement approved by City Council.
- F. Have historical, cultural, or social significance for future generations.
- G. Research indicates that the area around the facility, or the facility itself, has been commonly named in an unofficial capacity by residents.

**Restrictions on the Naming of Public Facilities and Sub-Facilities.**

- A. No duplication of other facility's or sub-facility's names To minimize confusion, facilities will not be subdivided beyond the level of sub-facilities for the purpose of naming unless there are readily identifiable physical divisions such as roads or waterways.
- B. Facility names that might be considered discriminatory or derogatory will not be considered.
- C. Facility names will not advocate for or promote a current political figure, political affiliation, ideology or religion.

## **PROCEDURE**

### **Guidelines for Naming Process**

#### ***Naming of Major Facilities***

- A. A permanent name for the facility should be finalized no later than the 50% completion mark in the construction or acquisition process.
  - a. Prior to the permanent naming of a facility, the location shall be referred to by its address or location designation until the facility is given an official name.
- B. The City will utilize a Council Facilities Task Force to facilitate the naming of facilities.
- C. The Council Facilities Task Force will proceed with the naming of a facility according to the following:
  - a. The facility naming process is initiated with the approval of the design, construction or acquisition of a facility.
  - b. The City Council may choose from a variety of sources for name recommendations (i.e. Council member, staff or donor recommendations, historical review of the site, recommendations from the Parks and Recreation Advisory Board, recommendations from previous owners, etc.). Names may be suggested by citizens and/or community groups by submission to the Mayor, City Council or City Manager.
  - c. Names may be submitted by the departmental owner of the facility, executive management, the Mayor or members of the City Council.
  - d. All names for City facilities will be approved by a majority City Council vote regardless of the source of the name's recommendation.

#### ***Naming of Sub-Facilities***

- A. All requests for the naming or renaming of a sub-facility shall be made in writing to the Director of Parks and Recreation for parks sub-facilities or to the City Manager for all other sub-facilities. Written requests should at a minimum contain the following:
  - a. The proposed name;
  - b. Reasons for the proposed name;
  - c. Written documentation indicating community support for the proposed name (if applicable);
  - d. If proposing to name a facility within a park, include a description/map showing the location of the facility; and
  - e. If proposing to name a facility after an individual, group, donor or benefactor, include documentation of that person or group's significance and good reputation in the City's, State's, or Nation's history. Please refer to the commemorative naming conditions for an individual found in this policy.
- B. Upon receipt, the Director of Parks and Recreation or the City Manager will:

- a. Review the proposed request for its adherence to the policies of the City of College Station and
  - b. Ensure that supporting information has been authenticated, particularly when an individual's name is proposed as the facility's or sub-facility's name.
- C. When deemed appropriate, the City Manager will recommend the Facilities Task Force review sub-facility renaming suggestions.
- D. The Facilities Task Force will review the sub-facility naming request at a Facilities Task Force meeting and make a recommendation to the City Council. In all cases, the City Council will have the final authority in accepting or rejecting the naming proposal by majority.

**Guidelines for Re-Naming Process.**

- A. The renaming of facilities or sub-facilities is discouraged. It is recommended that efforts to change a name be subject to a critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.
  - a. Parks or other facilities named by deed restriction shall not be considered for renaming.
  - b. Parks and facilities named after individuals shall not be renamed unless it is determined that the individual's personal character is or was such that the continued use of the name for a facility would not be in the best interest of the City or community. Exceptions may be considered in cases of changes in use of facilities or for facility demolitions.
- B. If it is decided by the City Manager that it is in the best interest of the City to rename a major or sub-facility, it may be renamed in accordance with the criteria and guidelines outlined in the procedures of this policy.

**Plaques, Markers and Memorials.**

- A. Plaques, markers and memorials may be incorporated into a facility or sub-facility during the design phase of the project. Plaques, markers, and memorials that are incorporated into the design of a facility will be subject to the same oversight and controls as applicable to the rest of the project.
- B. Plaques, markers, and memorials added to a facility or sub-facility after its completion and opening will be designed and installed according to the City's Dedication Plaque Policy.

# Fun for All Playground

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## Donor Recognition and Naming Rights at Fun for All Playground

The Fun for All Playground Fundraising Committee respectfully submits the following donor recognition and naming rights for approval by the Steering Committee and to be approved by the City of College Station at its February 2015 City Council meeting.

The Fun for All Playground is expected to have a Welcome and Donor Plaza to serve as the main entry for all patrons of the park. Any donor who donates \$250,000 or more, we recommend the naming rights be available (on a first come first serve basis), for the Welcome and Donor Plaza. For any donor who donates a minimum of \$100,000, we recommend they have naming rights available for any one of the 15 zones within the park. We also recommend these 15 zones be made available on a first come first serve basis, to ensure fairness among donors for naming rights within the park. All other donors will be recognized within the Welcome and Donor Plaza, with special recognition specific to their level of support.

**\$250,000+ | Welcome and Donor plaza naming rights available**

**\$100,000 | Donor recognition with naming rights available at one of 15 zones**

**\$75,000-\$99,999 | Platinum Donor**

**\$50,000-\$74,999 | Gold Donor**

**\$25,000-\$49,999 | Silver Donor**

**\$10,000 - \$ 24,999 | Bronze Donor**

**\$1,000 - \$9,999 | Park Fellow**

**\$1,000 | Donor Recognition in the Welcome and Donor Plaza**

**\$1-\$999 | Recognition of donations to be grouped in the Welcome and Donor plaza by Citizens of Bryan/College Station, Brazos Valley and State of Texas.**

All donors will be recognized appropriately in all media, marketing, websites and donation literature. All donors will receive invitations to all events held for park fundraising, community engagement and construction. The Fundraising Committee aims to work with all donors to ensure accurate recognition of their donations.

Respectfully submitted,

Caleb W. Holt, Co-Chair  
Fundraising Committee

Fun for All Playground PO Box 9745 College Station, TX 77842 [funforallplayground@gmail.com](mailto:funforallplayground@gmail.com)





## Legislation Details (With Text)

<b>File #:</b>	15-0064	<b>Version:</b>	1	<b>Name:</b>	Carter Creek WWTP Centrifuge
<b>Type:</b>	Presentation	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	2/6/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	2/26/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding ratification of a cost increase (from \$74,166 to \$131,157.83) to the purchase order with Alfa Laval, Inc. to overhaul the centrifuge at the Carters Creek wastewater treatment plant, and approval of a cost increase (from \$23,000 to \$67,000) for rental of a belt press unit.				
<b>Sponsors:</b>	David Coleman				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Quote.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding ratification of a cost increase (from \$74,166 to \$131,157.83) to the purchase order with Alfa Laval, Inc. to overhaul the centrifuge at the Carters Creek wastewater treatment plant, and approval of a cost increase (from \$23,000 to \$67,000) for rental of a belt press unit.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

**Recommendation:** Staff recommends approval.

**Summary:** On August 14, 2014 City Council approved a purchase order in the amount of \$74,166 to repair the centrifuge at the Carters Creek Wastewater Treatment Plant. The centrifuge is the equipment that removes waste solids from the sludge, which is vital to the efficient operation of the plant.

City staff removed the centrifuge from the housing and delivered it to Alfa Laval, the original equipment manufacturer, in Houston. They disassembled the centrifuge and determined the full extent of required maintenance. Typical wear parts that we expected to need replacing were included in the original PO, but until the machine is removed from the housing and disassembled, there is no way to know everything that needs to be replaced. In this case, additional parts are required in both the housing and the centrifuge. In the housing, new lid seals and suspension pieces will be provided by Alfa Laval and installed by City staff. In the centrifuge, Alfa Laval will install a new gear box (which has been in service since 1985), new carbide injection nozzles (most of which are original), and 15 more tiles than were anticipated in the original PO. These items have been quoted at \$56,991.83 which would make the total PO amount \$131,157.83. These costs are reasonable and within industry standards.

The additional repairs required to the housing and centrifuge have also extended the length of time we must rent the portable belt press unit, to handle solids while the centrifuge is out of service. Purchase order 140987 will now exceed \$50,000 and require City Council approval, for a maximum final cost of \$67,000.

Staff proceeded with these cost increases to avoid an additional four week delay and even more additional costs for belt press rental. Staff therefore recommends ratification of the Alfa Laval purchase order, and approval of the belt press rental, since these are fair prices for a required equipment maintenance evolution.

**Budget & Financial Summary:** Budget for this item is available in the Wastewater Operations budget. Contingency in the amount of \$50,000 is budgeted in the Wastewater Operations Budget and this will be transferred to offset a portion of the unanticipated cost.

Reviewed and Approved by Legal: Not required.

Attachment: Quote

2/4/2015



To: Doug Wallace  
Company name: City of College Station

Discovery Quote Based Upon  
Inspection

**ROTATING ASSEMBLY SCOPE OF ANTICIPATED WORK:**

\*\*\*\*\* Notes Discovery work & additional Charges

KIT,PM75000 R/A PR405  
Bearing Grease (Zeniplex)  
Assemble Conveyor  
Balance Conveyor  
Assemble Bowl Assembly (including Pillow Blocks)  
Balance Rotating Assembly  
Test Run Rotating Assembly  
Paint P/B, Gear Box, Flange & Pulley  
Prep for Shipment  
Conveyor Replace 25 tile assemblies  
\*\*\*\*\*Conveyor- Replace Additional 15 Tile Assemblies- 40 total to be replaced  
Tension Bar-Grind Seal dia., chrome & grind as needed  
Tension Bar- Chrome & grind conv. Bearing dia., Bevel Pulley diameter  
\*\*\*\*\* Tension Bar- laser weld & grind outboard pilot for tension bar nut  
\*\*\*\*\*Feed Nozzle -Repair nozzle bodies by welding & grind  
\*\*\*\*\* Feed Nozzle- Replace Nozzle Cylindrical Carbides (straight thru nozzles PD9963-2)  
\*\*\*\*\*Feed Nozzle-Weight correct nozzles  
\*\*\*\*\* DISCOVERY NOT REQUIRED DEDUCTED- Repair Accelerator - welding repair pilot  
Repair Accelerator (HVOF hardcoating)  
Repair Feed Zone Liner (Welding wear & Pilots)  
Repair Feed Zone Liner (HVOF Entire I.D., angle & bore of 4 nozzle ports)  
\*\*\*\*\* Gearbox Adaptor- Deburr & polish  
\*\*\*\*\*Pulley - Outboard pilot diameter oversize- Laser weld & grind-Check length  
\*\*\*\*\*Pulley- Slight wear to grooves- Customer should replace belts & check tension  
\*\*\*\*\*Pulley- Slight damage throughout-Deburr & polish as needed  
\*\*\*\*\*Pulley Seal Holder-Slight damage deburr & polish  
Rear Hub- Repair wear at sm. Hub flange & restore Small Hub Bowl Pilot Diameter  
\*\*\*\*\*Rear Hub- Chrome & grind Casing Seal diameter  
\*\*\*\*\*Rear Hub- Hardsurface Flange O.D. & face to prevent wear  
\*\*\*\*\*Rear Hub- Polish inboard pilot for pulley.  
\*\*\*\*\*Rear Hub Stamped for special .220" spacer-re-install .220" spacer  
Front Hub- /Pblock bearing diameter undersize, Chrome & Grind  
Front Hub- Weld & grind worn plate dam ports  
Front Hub- Deburr & polish as needed

This proposal is subject to the terms and conditions stated in the attached Alfa Laval Standard Terms and Conditions of Sale.

1/26/2015



Extension-Weld repair of all lugs below pilot for rear hub & Weld/machine pilot

Extension- Grooves in I.D., one deep enough for filler, fill one groove-Chesterton

\*\*\*\*\*Extension- Replace 1 Wear Sleeve

\*\*\*\*\* Extension- Hardsurface O.D. & lugs

Bowl Shell-Replace 1 Caulk Strip - Check all welds & retack as needed

\*\*\*\*\*Bowl Shell- Polish near large hub pilot diameter

Plate Dam Retainers- Weld & grind wear

\*\*\*\*\*Front Conv. Hub- Polish bearing fit & rest of part as needed

Old Style Wear ring with moderate wear -HVOF Wear Ring

\*\*\*\*\* Front Conveyor Seal Holder- Chrome & Grind ,deburr & polish as needed

Rear Conv.Seal Holder- Chrome & grind seal bore, deburr & polish as needed

Repair Front Conveyor Bearing Hub Sleeve

\*\*\*\*\*Repair Bowl Hub Seal Holders-Major(apply devcon & machine 1 holder)

\*\*\*\*\*Flingers- Deburr & polish

\*\*\*\*\* Rear Pillow Block- Slight damage bore- Deburr & polish bore

\*\*\*\*\*NOT NEEDED DEDUCTED-Bowl Shell -Weld/machine bowl pilot

\*\*\*\*\*Bowl Hub Seal Clamps- Deburr & polish

\*\*\*\*\*Seal Rings- Deburr & polish

\*\*\*\*\*P/block cover sm. end inboard- Replace PF1995-1 with used but good cover at 70% of cost of new due to Labyrinth damage- Polish other covers

**Quoted Rotating Assembly parts prior to Inspection**

<u>Part#</u>	<u>Description</u>	<u>Qty</u>
<u>99159472</u>	KIT,PM75000 R/A PR405	1
<u>6124004282</u>	TILE, STD, LARGE	25
<u>PE87841</u>	BUSHING, SPLINE	1
<u>PD434951</u>	GASKET	1
<u>PD95261</u>	CAP SPLINE BUSHING	1
<u>1BGA79A</u>	SCREW	6
<u>PE74521</u>	SHAFT, SPLINE	1

## Discovery Rotating Assembly Parts Revealed During Inspection

Part#	Description	Qty
<u>1BHA63A</u>	CAP SCREW	8
<u>12AA132</u>	SPRING	1
<u>PD385481</u>	WASHER	1
<u>1ZA34A</u>	SCREW	1
<u>7BC2</u>	STABILIZING MEMBER,	2
<u>PD145171</u>	NUT	1
<u>7BC8</u>	STABILIZING MEMBER,	2
<u>1BHA63A</u>	CAP SCREW	12
<u>PC180802</u>	SEAL	2
<u>1BGA56B</u>	SCREW	36
<u>1BGA38A</u>	SCREW	6
<u>7BC1</u>	STABILIZING MEMBER,	1
<u>8HB74D</u>	RETAINING RING	1
<u>PC143121</u>	WEAR SLEEVE	1
<u>1BHA41B</u>	SCREW	4
<u>6124004282</u>	TILE, STD, LARGE	15
<u>PC137672</u>	FEED NOZZLE INSERT	3
<u>PF1995-1</u>	USED P/BLOCK COVER (SM. END INBOARD)	1

## Parts ordered previously through parts department

<u>7CC2530</u>	GASKET	1
<u>10AAG18</u>	PIN	2
<u>30HA97</u>	ISOLATOR	4
<u>30HA53</u>	ISOLATOR	2
<u>PC153261</u>	WOOD BUMPER	1
<u>PC140061</u>	SHAFT	1
<u>8EP1AB</u>	BUSHING	1
<u>8EP1AB</u>	BUSHING	1
<u>8AA129</u>	COUPLING	1

### GEARBOX SCOPE OF ANTICIPATED WORK:

\*\*\*\* Notes Discovery Work & additional charges

Gear Box Standard Repair DCI (dimensional)

Assemble & Test Gear Box

Gear Box Oil - synthetic

Minor Service Kit

Paint Gearbox

Gear Box Standard Repair DCI (dimensional)

\*\*\*\*Front Cover-deburr & polish as needed

\*\*\*\*Rear Cover-Chrome bearing bore, deburr & polish as needed

This proposal is subject to the terms and conditions stated in the attached Alfa Laval Standard Terms and Conditions of Sale.

\*\*\*\*Housing- Deburr & polish as needed  
 \*\*\*\*1st stage carrier-Add spacer to bearing diam (knob)  
 \*\*\*\*2nd Stage Carrier Assy.- Grind seal diameter, chrome & grind if needed  
 \*\*\*\*2nd Stage Carrier Assy.- Slight damage to spline but acceptable- Deburr part as needed  
 \*\*\*\*Front Cap- Machine to remove damage in wavy spring area, deburr & polish as needed  
 \*\*\*\*1st stage carrier-Confirm pins are all the way in cover, deburr & polish as needed  
 \*\*\*\*1st stage gears- Deburr & polish bores  
 \*\*\*\*1st stage shafts- Deburr & polish  
 \*\*\*\*2nd stage gears- Deburr & polish spacer area & I.D.  
 \*\*\*\*2nd stage shafts- Polish  
 Assemble & Test Gear Box  
 Gear Box Oil - synthetic  
 Minor Service Kit  
 Paint Gearbox WEAR SCREW THRUST WASHER THRUST WASHER

**Quoted Gearbox parts prior to Inspection**

<u>Part#</u>	<u>Description</u>	<u>Qty</u>
<u>99156137</u>	KIT, GEARBOX	1
<u>PC92161</u>	RETAINER, SPRING	1
<u>9CH35B</u>	OIL, 5 GALLONS	1

**Discovery Gearbox Parts Revealed During Inspection**

<u>Part#</u>	<u>Description</u>	<u>Qty</u>
<u>PC141131</u>	THRUST WASHER	3
<u>PC141141</u>	THRUST WASHER	3
<u>3KA92</u>	WEAR SCREW	2

**AUTHORIZATION TO REPAIR**

PM75000 Rotating Assy; with Gearbox S/N 84-PM75000-149 Gearbox SN 84-P180/95-149  
 A/L ref.: RH372068 & 0005004515

The total charge for parts, labor and expenses associated with this repair is:

Rotating Assy Quoted Repairs Per PO141031	\$74,166.00
Freight Per PO 141031	\$550.00
Total Quoted Repairs Prior to DCI per PO 141031	\$74,716.00
Additional Discovery R/A Repairs	\$30,795.00
Estimated Overhaul of Gearbox	\$10,894.00
Additional Discovery Gearbox Repairs	\$6,930.00
<b>Total Required Repair</b>	<b>\$123,335.00</b>
Total Parts ordered through parts dept.	\$7,409.28
Freight Parts ordered through parts dept	\$413.55

} Total  
 \$ 131,157.83

This repair has an estimated completion time of 8 weeks, after receipt of order.

Validity: 30  
 Payment Terms: NET 60 Days  
 Warranty:  
 Terms and conditions attached.

Please execute the work authorization below and fax it to the number shown below. The equipment not approved for repair is subject to a service charge to cover the cost of disassembly, cleaning, inspection, quoting and repackaging. On occasion, more extensive damage is revealed during the course of the repair, in which case you will be contacted and advised of the possible impact to delivery and pricing.

**WORK AUTHORIZATION:**

Signing below is an authorization to proceed with the work described in the accompanying quotation.

Authorized Signature:                     *Tommy Cegielski*                    

Date:                     4 February 2015                    

Purchase order or Work order #:                     10141031                    

-> Fax to the attention of Tom Cegielski at 1 804-545-2050 or email [tommy.cegielski@alfalaval.com](mailto:tommy.cegielski@alfalaval.com)



## Legislation Details (With Text)

<b>File #:</b>	15-0066	<b>Version:</b>	1	<b>Name:</b>	All-Way Stop at Victoria Avenue and Eagle Avenue
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	2/8/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	2/26/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersection at the intersection of Victoria Avenue and Eagle Avenue.				
<b>Sponsors:</b>	Donald Harmon				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">4-Way Stop Sign Ord Map - Victoria @ Eagle.pdf</a> <a href="#">4-Way Stop Sign Ord - Victoria @ Eagle.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersection at the intersection of Victoria Avenue and Eagle Avenue.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: To improve safety and mobility for automobiles, schoolchildren, pedestrians, and bicycles, an all-way stop is warranted at the intersection of Victoria Avenue and Eagle Avenue. An all-way stop at this intersection would provide a controlled crossing for parents on the west side of Victoria Avenue that wish to drive or walk their children to schools on the east side of Victoria. This change would have limited impact on vehicle mobility along Victoria Avenue.

In the fall of 2014, citizens and parents in the area asked the City of College Station to consider an all-way stop at this intersection. Using data collected in March of 2014, an evaluation of mobility at this intersection indicates that an all-way stop would improve mobility for citizens living on the east side of Victoria wishing to travel to CSISD schools and city parks on the west side of Victoria. Based upon traffic data, automobile level of service in the AM peak period is Level of Service E for vehicles traveling eastbound in the morning on Eagle Avenue and Level of Service D for vehicles traveling Westbound in the morning Eagle Avenue. As an all-way stop intersection, all approaches are expected to operate at Level of Service C or better.

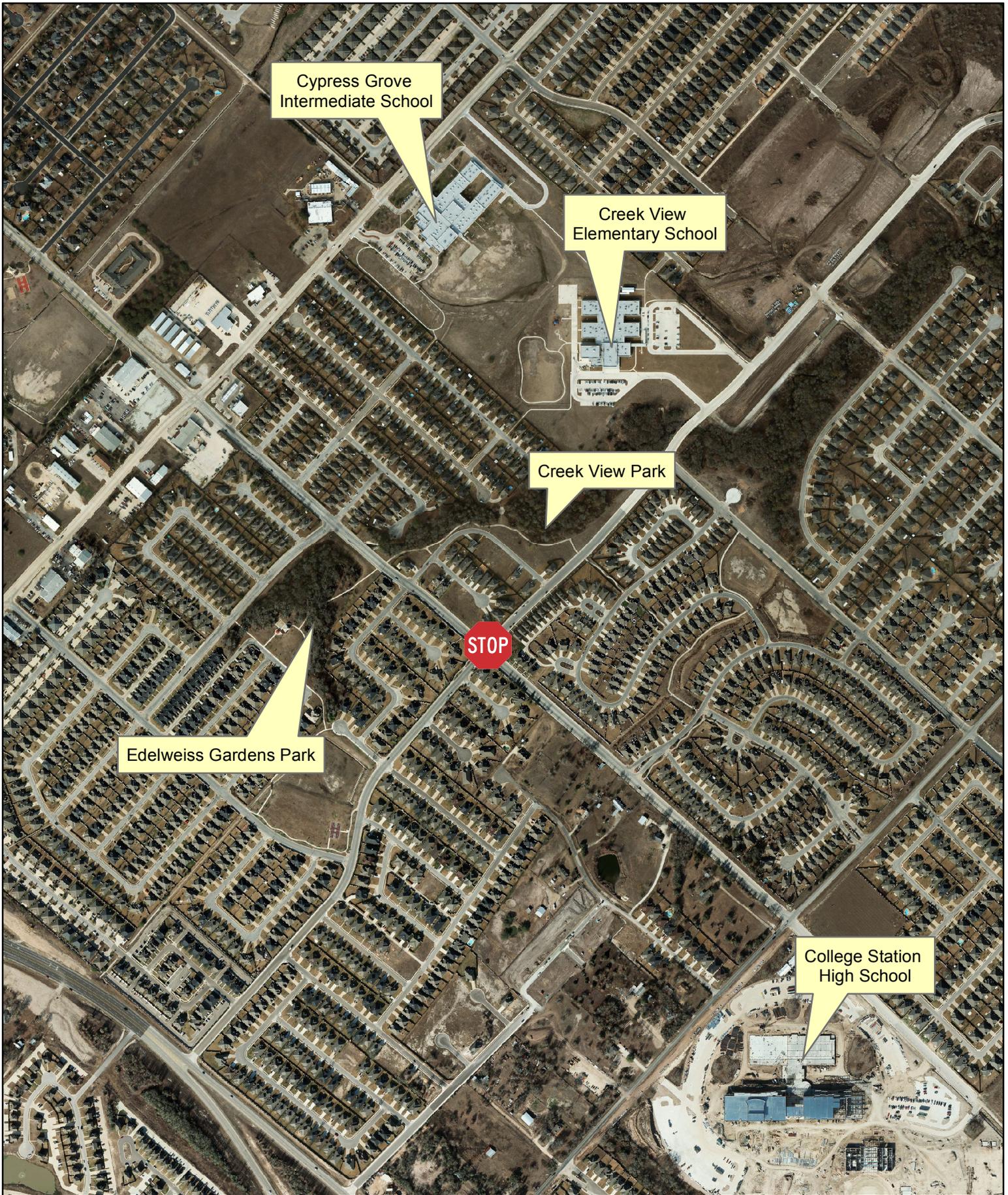
This ordinance allows for the implementation and enforcement of an all-way stop at this intersection to improve safety and

mobility for residents wishing to travel to CSISD schools and parks located in the area.

Budget & Financial Summary: The installation of the Stop signs and Stop Bars is covered in the traffic operations budget.

Attachments:

1. Ordinance
2. Location Map



# All-way Stop Controlled Intersection

Eagle Avenue at Victoria Avenue



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 2 “TRAFFIC CONTROL DEVICES”, C “FOUR-WAY STOP INTERSECTIONS”, TRAFFIC SCHEDULE II – “FOUR-WAY STOP INTERSECTIONS”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT 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 amending Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, C “Four-Way Stop Intersections”, Traffic Schedule II – “Four-Way Stop Intersections”, 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 guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) or more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Secretary**

**APPROVED:**

\_\_\_\_\_  
**City Attorney**

**EXHIBIT “A”**

That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, C “Four-Way Stop Intersections”, Traffic Schedule II – “Four-Way Stop Intersections” is amended to include the following:

Victoria Avenue at Eagle Avenue



Legislation Details (With Text)

**File #:** 15-0074      **Version:** 1      **Name:** 2014 Police Department Traffic Contact Report  
**Type:** Report      **Status:** Consent Agenda  
**File created:** 2/10/2015      **In control:** City Council Regular  
**On agenda:** 2/26/2015      **Final action:**  
**Title:** Presentation, possible action and discussion regarding the annual traffic contact report required annually by Senate Bill 1074, of the Texas 77th legislative session.  
**Sponsors:** Scott McCollum  
**Indexes:**  
**Code sections:**  
**Attachments:** [Cover Letter.pdf](#)  
[Summary.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding the annual traffic contact report required annually by Senate Bill 1074, of the Texas 77<sup>th</sup> legislative session.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):

This item is presented according to statutory requirements. Staff requests Council's acceptance of this report.

Summary:

Each year, in an effort to remain transparent to our community, the Police Department employs an independent consultant to analyze traffic stop data and develop this report. The report indicates that the department is in compliance with state law and continues to employ best practice strategies. Since January 1, 2002, the College Station Police Department, in accordance with the Texas Racial Profiling Law (SB No. 1074), has been required to implement and maintain policy and procedures to satisfy the requirements of the law. This report indicates that we are in compliance with the law.

Budget & Financial Summary: N/A

Attachments:

1. Cover letter to City Council- Dr. Alex del Carmen
  2. Summary of Analysis- Dr. Alex del Carmen
- A full copy of 2014 Annual Traffic Contact Report can be viewed in the City Secretary's Office.

February 9, 2015

College Station City Council  
College Station, Texas 77842

Dear Distinguished Members of the City Council,

In 2001, the Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. Since, then College Station Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements are now in place. These most recent requirements have been incorporated by the College Station Police Department and are also being addressed in this report.

In this report, you will find three sections that contain information on traffic and motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the College Station Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents in addition to the Texas Senate Bill (SB1074); which later became the Texas Racial Profiling Law. In addition, you will find the Texas HB 3389, which, in 2009, introduced new requirements relevant to racial profiling. Also, in this section, a list of requirements relevant to the Racial Profiling Law as established by TCOLE (Texas Commission on Law Enforcement) is included. In addition, you will find, in sections 2 and 3 documentation, which demonstrates compliance by the College Station Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the implementation of an institutional policy banning racial profiling, the incorporation of a racial profiling complaint process and the training administered to all law enforcement personnel.

The last section of this report provides statistical data relevant to contacts, made during the course of motor vehicle stops, between 1/1/14 and 12/31/14. In addition, this section contains the TCOLE Tier 1 form, which is required to be submitted to this particular organization by March 1<sup>st</sup> of each year. The data in this report has been analyzed and compared to data derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

The findings in this report serve as evidence of the College Station Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.  
Del Carmen Consulting, LLC

## **(III) Summary**

# Checklist

## Checklist

The following requirements were met by the College Station Police Department in accordance with The Texas Racial Profiling Law:

- Clearly defined act or actions that constitute racial profiling
- Statement indicating prohibition of any peace officer employed by the College Station Police Department from engaging in racial profiling
- Implement a process by which an individual may file a complaint regarding racial profiling violations
- Provide public education related to the complaint process
- Implement disciplinary guidelines for officer found in violation of the Texas Racial Profiling Law
- Collect data (Tier 1) that includes information on
  - a) Race and ethnicity of individual detained
  - b) Whether a search was conducted
  - c) If there was a search, whether it was a consent search or a probable cause search
  - d) Whether a custody arrest took place
- Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- Produce an annual report on police contacts (Tier 1) and present this to local governing body and TCOLE by March 1, 2015.
- Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

# Contact Information

## Contact Information

For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting, LLC

817.681.7840

[www.texasracialprofiling.com](http://www.texasracialprofiling.com)

[www.delcarmenconsulting.com](http://www.delcarmenconsulting.com)

Disclaimer: The author of this report, Alejandro del Carmen/del Carmen Consulting, LLC, is not liable for any omissions or errors committed in the acquisition, analysis, or creation of this report. Further, Dr. del Carmen/del Carmen Consulting is not responsible for the inappropriate use and distribution of information contained in this report. Further, no liability shall be incurred as a result of any harm that may be caused to individuals and/or organizations as a result of the information contained in this report.



## Legislation Details (With Text)

**File #:** 15-0089      **Version:** 1      **Name:** HOT Tax Legislation  
**Type:** Resolution      **Status:** Consent Agenda  
**File created:** 2/12/2015      **In control:** City Council Regular  
**On agenda:** 2/26/2015      **Final action:**

**Title:** Presentation, possible action and discussion of a Resolution expressing support of proposed bracketed legislation amending Section 351 of the State of Texas Tax Code, relating to the allocation of municipal hotel occupancy tax (HOT) revenue in certain municipalities, which bracket includes the Cities of Bryan and College Station, Texas.

**Sponsors:** City Manager's Office

**Indexes:**

**Code sections:**

**Attachments:** [Resolution.pdf](#)  
[02242015\\_HOT\\_Legislation.pdf](#)  
[HOT Tax Legislation](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion of a Resolution expressing support of proposed bracketed legislation amending Section 351 of the State of Texas Tax Code, relating to the allocation of municipal hotel occupancy tax (HOT) revenue in certain municipalities, which bracket includes the Cities of Bryan and College Station, Texas.

### Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Diverse Growing Economy

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

**Summary:** The proposed bracketed legislation allows expanded utilization of hotel occupancy tax funds relative to the construction and operations of city-owned parks and recreational facilities. The City of Bryan initiated this legislation in partnership with the Texas Hotel & Lodging Association. A goal of the proposed bracketed legislation is to grow the number and size of tournaments attracted to the community. In doing so, the number of visitors to the community is increased, which should result in increased HOT tax revenue and sales tax revenue. Consequently, local hotels and retail businesses may benefit from additional visitors to the community. If this proposed legislation is approved, the Cities of Bryan and College Station will be provided another funding source for parks projects (e.g., athletic facilities and fields) that can be used for tournaments and other activities/events that attract overnight visitors. The proposed legislation also provides for the use of HOT revenue funds to be used for the operation of such facilities/fields when used for tournaments that attract overnight visitors.

The proposed bracketed legislation highlights include:

- **Section 1** (amends Section 351.101(a)):
  - o This bill applies to Bryan and College Station.
  - o Bryan and College Station may use HOT funds for the construction, operational costs, or expansion of a sporting related facility/fields owned by the municipality-but only if the majority of the events at the facility/fields will be directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.
  
- **Section 2** (amends Section 351.1076):
  - o Bryan and College Station may not use HOT revenue to acquire the land for the sports facility/fields.
  - o If Bryan or College Station use HOT revenue under this new authority, for the 5 years following the expenditure, city must annually determine and prepare a report on:
    1. The events held at the facility/fields,
    2. The number of hotel room nights attributable to events at the facility/fields, and
    3. The amount of hotel revenue generated by events at the facility/fields.
  - o Operational expenses of the facility/fields can only be paid with hotel tax if the costs are directly related to a sporting event in which the majority of the participants are tourists who substantially increase economic activity at area hotels.
  - o Prohibits spending HOT funds on the facility/fields in excess of the hotel revenue attributable to the expenditure. If this is violated, the city must repay the HOT fund from General Fund revenue.
  
- **Section 3:** provides an effective date

The existing State statute and the proposed bracketed legislation include reporting requirements. In particular, Section 351.108 of the existing Tax Code addresses "Records" and the proposed legislation requires the preparation of an annual report on the events held at the facility/fields, the number of hotel room nights attributable to the event, and the amount of hotel revenue attributable to the event. City staff is working with CVB staff and College Station staff to be prepared to meet these requirements, if needed, in the future. Presently, City of Bryan Finance Department staff is familiar with and abides by reporting requirements that pertain to existing HOT revenue funds use.

A comparison between current legislation and proposed legislation: Current legislation allows for the use of HOT revenue funds for the "enhancement and upgrading of existing sports facilities or fields" (Section 351.101(a)(7); the key word being existing). The proposed legislation provides for similar facilities/fields but for such to be constructed on property that is not in the City's existing inventory as a sports facility or field; this version provides flexibility to construct new facilities/fields on currently non-existing sports/parks complexes.

If approved, the intent is to have the bracketed legislation introduced during the 2015 State legislation session. Ideally, the bracketed legislation is approved at the State level and effective September 1, 2015. Depending on future parks projects and facility/fields needs and based on direction from the City Council, the City could pursue using HOT revenue funds for the development of certain new facility/fields. According to Texas legislative policy, bills (i.e., legislation) may be introduced for the

first sixty (60) days of the legislative session. The 2015 Texas legislature convened on January 13, 2015.

**Budget & Financial Summary:**

The objectives of the proposed legislation include: The proposed legislation provides that HOT revenue funds can be used as a funding source for the construction of new parks projects (e.g., athletic facilities and fields) used for tournaments that result in overnight stays. Additionally, the proposed legislation allows for the use of HOT funds for operations of events at these new facilities/fields that result in overnight stays. The proposed legislation does not allow for the use of HOT funds for general maintenance of facilities/fields.

**Attachments:**

Resolution  
Bracketed Legislation  
Texas Tax Code, Title 3 - Local Taxation

RESOLUTION NO \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS, TO SUPPORT THE INTRODUCTION AND PASSAGE OF PROPOSED BRACKETED LEGISLATION THAT WILL AMEND CHAPTER 351, SECTION 351.101(A), TAX CODE, BY ADDING SUBSECTION (13), AND CHAPTER 351, SECTION 351.1076 BY ADDING NEW SUBSECTION (B) AND RENUMBERING CURRENT SUBSECTIONS, IN ORDER TO ALLOW EXPANDED UTILIZATION OF HOTEL OCCUPANCY TAX REVENUE FOR THE CONSTRUCTION, OPERATION, OR EXPANSION OF SPORTING RELATED FACILITIES OR FIELDS OWNED BY THE CITY FOR THE PURPOSE OF PROMOTING TOURISM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City of College Station, Texas is a Home Rule City, duly organized and functioning under the laws of the State of Texas; and

**WHEREAS**, the City of College Station, as authorized by Chapter 351 of the Texas Tax Code, levies a local hotel/motel occupancy tax (HOT) to promote tourism within the city; and

**WHEREAS**, the proceeds of this tax are used to promote a number of local events that bring overnight travelers to the City; and

**WHEREAS**, the College Station City Council would like to provide more help in the improvement of the City's sporting related facilities and fields to attract regional tournaments that bring overnight travelers to the City and increase the impact of municipal hotel occupancy tax funds for both the community at large and the hotel and lodging community; and

**WHEREAS**, the City of College Station has worked in concert with the City of Bryan and the state and local hotel and lodging associations to draft proposed legislative language; and

**WHEREAS**, it is the desire of this City Council that a copy of this resolution with appropriate names affixed and draft legislation attached be presented to the City's state representative and state senator;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRYAN, TEXAS:**

Section 1.

That the Governor and members of the 84<sup>th</sup> Legislature of Texas seek passage of proposed legislative language maximizing the use and impact of revenue from the municipal hotel occupancy tax in the cities of Bryan and College Station

Section 2.

This Resolution shall be immediately effective upon its passage and adoption.

Approved and adopted this 26<sup>th</sup> day of February, 2015.

ATTEST:

CITY OF BRYAN

---

Sherry Mashburn, City Secretary

---

Nancy Berry, Mayor

APPROVED AS TO FORM:

---

Carla Robinson, City Attorney

By: \_\_\_\_\_

\_\_\_\_\_.B. No. \_\_\_\_\_

A BILL TO BE ENTITLED

AN ACT

relating to allocation of revenue from the municipal hotel occupancy tax for a sporting related facility or fields for certain municipalities.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 351.101(a), Tax Code, is amended by adding Subsection (13) to read as follows:

(13) subject to Section 351.1076, for a municipality described in Subsection 351.101(a)(7)(B)(ii), for the construction, operations, or expansion of a sporting related facility or fields owned by the municipality, if the majority of the events at the facility or fields will be directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality.

SECTION 2. Section 351.1076, Tax Code, is amended to read as follows:

Sec. 351.1076. ALLOCATION OF REVENUE: CERTAIN MUNICIPALITIES.

\_\_\_\_\_.B. No. \_\_\_\_\_

(a) A municipality that spends municipal hotel occupancy tax revenue for the enhancement and upgrading of existing sports facilities or fields as authorized by Section 351.101(a)(7):

(1) shall determine the amount of municipal hotel occupancy tax revenue generated for the municipality by hotel activity attributable to the sports events and tournaments held on the enhanced or upgraded facilities or fields for five years after the date the enhancements and upgrades are completed; and

(2) may not spend hotel occupancy tax revenue for the enhancement and upgrading of the facilities or fields in a total amount that exceeds the amount of area hotel revenue attributable to the enhancements and upgrades.

(b) A municipality that spends municipal hotel occupancy tax revenue as authorized by Section 351.101(a)(13):

(1) may not use municipal hotel occupancy tax revenue for the acquisition of land for the sports facility or fields;

(2) shall annually determine and prepare a report on the events held at the facility or fields, the number of hotel room nights attributable to events held at the facility or fields, and the amount of hotel revenue attributable to the sports events and tournaments held on the enhanced or upgraded facilities or fields for five years after the date the construction, enhancements, upgrades, or operational

expenditures are completed; and

(2) may only spend hotel occupancy tax revenue for operational expenses of the facility or fields if the costs are directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

(c) ~~(b)~~ The municipality shall reimburse from the municipality's general fund any expenditure made under Subsections 351.101(a)(7) or 351.101(a)(13) in excess of the amount of area hotel revenue attributable to the enhancements, and upgrades, construction under Subsection 351.101(a)(13), or operational expenses under Subsection 351.101(a)(13), to the municipality's hotel occupancy tax revenue fund.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2015.

## TAX CODE

## TITLE 3. LOCAL TAXATION

## SUBTITLE D. LOCAL HOTEL OCCUPANCY TAXES

## CHAPTER 351. MUNICIPAL HOTEL OCCUPANCY TAXES

## SUBCHAPTER A. IMPOSITION AND COLLECTION OF TAX

Sec. 351.001. DEFINITIONS. In this chapter:

(1) "Municipality" includes any incorporated city, town, or village.

(2) "Convention center facilities" or "convention center complex" means facilities that are primarily used to host conventions and meetings. The term means civic centers, civic center buildings, auditoriums, exhibition halls, and coliseums that are owned by the municipality or other governmental entity or that are managed in whole or part by the municipality. In a municipality with a population of 1.5 million or more, "convention center facilities" or "convention center complex" means civic centers, civic center buildings, auditoriums, exhibition halls, and coliseums that are owned by the municipality or other governmental entity or that are managed in part by the municipality, hotels owned by the municipality or a nonprofit municipally sponsored local government corporation created under Chapter 431, Transportation Code, within 1,000 feet of a convention center owned by the municipality, or a historic hotel owned by the municipality or a nonprofit municipally sponsored local government corporation created under Chapter 431, Transportation Code, within one mile of a convention center owned by the municipality. The term includes parking areas or facilities that are for the parking or storage of conveyances and that are located at or in the vicinity of other convention center facilities. The term also includes a hotel owned by or located on land that is owned by an eligible central municipality or by a nonprofit corporation acting on behalf of an eligible central municipality and that is located within 1,000 feet of a convention center facility owned by the municipality. The term also includes a hotel proposed to be constructed, remodeled, or rehabilitated by a municipality or a nonprofit municipally sponsored

local government corporation created under Chapter 431, Transportation Code, that is within 3,000 feet of the property line of a convention center owned by a municipality having a population of more than 500,000 and that borders the United Mexican States.

(3) "Eligible coastal municipality" means a home-rule municipality that borders on the Gulf of Mexico and has a population of less than 80,000.

(4) "Hotel" has the meaning assigned by Section 156.001.

(5) "Tourism" means the guidance or management of tourists.

(6) "Tourist" means an individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture.

(7) "Eligible central municipality" means:

(A) a municipality with a population of more than 140,000 but less than 1.5 million that is located in a county with a population of one million or more and that has adopted a capital improvement plan for the expansion of an existing convention center facility; or

(B) a municipality with a population of 250,000 or more that:

(i) is located wholly or partly on a barrier island that borders the Gulf of Mexico;

(ii) is located in a county with a population of 300,000 or more; and

(iii) has adopted a capital improvement plan to expand an existing convention center facility.

(8) "Visitor information center" or "tourism information center" means a building or a portion of a building used to distribute or disseminate information to tourists.

(9) "Revenue" includes any interest derived from the revenue.

(10) "Revenue" includes any interest derived from the revenue.

(11) "Eligible barrier island coastal municipality" means a municipality:

(A) that borders on the Gulf of Mexico;

(B) that is located wholly on a barrier island; and

(C) the boundaries of which are within 30 miles of

the United Mexican States.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.  
Amended by Acts 1989, 71st Leg., ch. 1110, Sec. 1, eff. Oct. 1, 1989;  
Acts 1993, 73rd Leg., ch. 231, Sec. 1, eff. Aug. 30, 1993; Acts 1993,  
73rd Leg., ch. 620, Sec. 1, eff. Aug. 30, 1993; Acts 1993, 73rd Leg.,  
ch. 680, Sec. 1, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 76,  
Sec. 17.01(51), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 454,  
Sec. 5, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 165, Sec.  
30.273, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 495, Sec. 1,  
eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1004, Sec. 1, eff.  
Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1467, Sec. 2.71, eff. Oct.  
1, 1999; Acts 2001, 77th Leg., ch. 1308, Sec. 1, eff. June 16, 2001.  
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 264 (H.B. [2032](#)), Sec. 3, eff.  
May 30, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1220 (S.B. [1247](#)), Sec. 1, eff.  
September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1271 (H.B. [1324](#)), Sec. 1, eff.  
June 19, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 179 (S.B. [977](#)), Sec. 3, eff. May  
28, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 490 (S.B. [1719](#)), Sec. 4, eff.  
June 14, 2013.

Sec. 351.002. TAX AUTHORIZED. (a) A municipality by ordinance may impose a tax on a person who, under a lease, concession, permit, right of access, license, contract, or agreement, pays for the use or possession or for the right to the use or possession of a room that is in a hotel, costs \$2 or more each day, and is ordinarily used for sleeping.

(b) The price of a room in a hotel does not include the cost of food served by the hotel and the cost of personal services performed by the hotel for the person except for those services related to cleaning and readying the room for use or possession.

(c) The tax does not apply to a person who is a permanent resident under Section [156.101](#) of this code.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1991, 72nd Leg., ch. 328, Sec. 5, eff. Aug. 26, 1991.

Sec. 351.0025. EXTRATERRITORIAL JURISDICTION. (a) A municipality with a population of less than 35,000 by ordinance may impose the tax authorized under Section 351.002 in the municipality's extraterritorial jurisdiction.

(b) The municipality may not impose a tax under this section if as a result of the adoption the combined rate of state, county, and municipal hotel occupancy taxes in the extraterritorial jurisdiction exceeds 15 percent of the price paid for a room in a hotel.

Added by Acts 1991, 72nd Leg., ch. 328, Sec. 3, eff. Aug. 26, 1991.

Amended by Acts 1993, 73rd Leg., ch. 680, Sec. 2, eff. Sept. 1, 1993.

Sec. 351.003. TAX RATES. (a) Except as provided by this section, the tax authorized by this chapter may be imposed at any rate not to exceed seven percent of the price paid for a room in a hotel.

(b) The rate in an eligible central municipality may not exceed nine percent of the price paid for a room. This subsection does not apply to a municipality to which Section 351.106 applies or to an eligible central municipality with a population of less than 440,000.

(c) The rate in a municipality that borders on the Gulf of Mexico and has a population of more than 250,000 or in a municipality with a population of less than 5,000 adjacent to a home-rule city with a population of less than 80,000 may not exceed nine percent of the price paid for a room.

(d) The rate in an eligible barrier island coastal municipality may not exceed 8-1/2 percent of the price paid for a room.

(e) The rate in a municipality that has a population of more than 95,000 and is in a county that borders Lake Palestine and has a population of more than 200,000 may not exceed nine percent of the price paid for a room. The municipality shall allocate for the construction, expansion, maintenance, or operation of convention center facilities all revenue received by the municipality that is derived from the application of the tax at a rate of more than seven percent of the price paid for a room in a hotel.

(f) The rate in a municipality that has a population of at least 80,000 and is partly located in a county that borders the State

of Louisiana and has a population of at least 60,000 may not exceed nine percent of the price paid for a room. The municipality shall allocate for the construction, expansion, maintenance, or operation of convention center facilities all revenue received by the municipality that is derived from the application of the tax at a rate of more than seven percent of the price paid for a room in a hotel.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.  
Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.23(a), eff. Aug. 28, 1989; Acts 1993, 73rd Leg., ch. 620, Sec. 2, eff. Aug. 30, 1993; Acts 1999, 76th Leg., ch. 825, Sec. 1, eff. June 18, 1999; Acts 2001, 77th Leg., ch. 1308, Sec. 2, eff. June 16, 2001; Acts 2003, 78th Leg., ch. 247, Sec. 2, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 382, Sec. 1, 3, eff. June 18, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1220 (S.B. 1247), Sec. 2, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1271 (H.B. 1324), Sec. 2, eff. June 19, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 751 (H.B. 1315), Sec. 2, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 888 (S.B. 349), Sec. 1, eff. June 17, 2011.

Sec. 351.004. TAX COLLECTION. (a) The municipality may bring suit against a person who is required to collect the tax imposed by this chapter and pay the collections over to the municipality, and who has failed to file a tax report or pay the tax when due, to collect the tax not paid or to enjoin the person from operating a hotel in the municipality until the tax is paid or the report filed, as applicable, as provided by the court's order. In addition to the amount of any tax owed under this chapter, the person is liable to the municipality for:

- (1) the municipality's reasonable attorney's fees;
- (2) the costs of an audit conducted under Subsection (a-1)

(1), as determined by the municipality using a reasonable rate, but only if:

- (A) the tax has been delinquent for at least two

complete municipal fiscal quarters at the time the audit is conducted; and

(B) the municipality has not received a disbursement from the comptroller as provided by Section 156.2513 related to the person's concurrent state tax delinquency described by Section 351.008;

(3) a penalty equal to 15 percent of the total amount of the tax owed if the tax has been delinquent for at least one complete municipal fiscal quarter; and

(4) interest under Section 351.0042.

(a-1) If a person required to file a tax report under this chapter does not file the report as required by the municipality, the municipality may determine the amount of tax due under this chapter by:

(1) conducting an audit of each hotel in relation to which the person did not file the report as required by the municipality; or

(2) using the tax report filed for the appropriate reporting period under Section 156.151 in relation to that hotel.

(a-2) If the person did not file a tax report under Section 156.151 for that reporting period in relation to that hotel, the municipality may estimate the amount of tax due by using the tax reports in relation to that hotel filed during the previous calendar year under this chapter or Section 156.151. An estimate made under this subsection is prima facie evidence of the amount of tax due for that period in relation to that hotel.

(a-3) The authority to conduct an audit under this section is in addition to any other audit authority provided by statute, charter, or ordinance. A municipality may directly perform an audit authorized by this section or contract with another person to perform the audit on an hourly rate or fixed-fee basis. A municipality shall provide at least 30 days' written notice to a person who is required to collect the tax imposed by this chapter with respect to a hotel before conducting an audit of the hotel under this section.

(b) Except as provided by Subsection (b-1), a municipality must bring suit under this section not later than the fourth anniversary of the date the tax becomes due.

(b-1) The limitation provided by Subsection (b) does not apply and a municipality may bring suit under this section at any time if:

(1) with intent to evade the tax, the person files a false or fraudulent report with the municipality; or

(2) the person has not filed a report for the tax with the municipality.

(c) A municipality by ordinance may authorize misdemeanor punishment for a violation of an ordinance adopted under this chapter.

(d) The remedies provided by this section are in addition to other available remedies.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1989, 71st Leg., ch. 1110, Sec. 2, eff. Oct. 1, 1989;

Acts 1993, 73rd Leg., ch. 259, Sec. 1.

Amended by:

Acts 2005, 79th Leg., Ch. 488 (H.B. 352), Sec. 1, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 1152 (H.B. 2048), Sec. 2, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 944 (H.B. 1724), Sec. 1, eff. September 1, 2013.

Sec. 351.0041. COLLECTION PROCEDURES ON PURCHASE OF HOTEL.

(a) If a person who is liable for the payment of a tax under this chapter is the owner of a hotel and sells the hotel, the successor to the seller or the seller's assignee shall withhold an amount of the purchase price sufficient to pay the amount due until the seller provides a receipt by a person designated by the municipality to provide the receipt showing that the amount has been paid or a certificate showing that no tax is due.

(b) The purchaser of a hotel who fails to withhold an amount of the purchase price as required by this section is liable for the amount required to be withheld to the extent of the value of the purchase price.

(c) The purchaser of a hotel may request that the person designated by the municipality to provide a receipt under Subsection (a) issue a certificate stating that no tax is due or issue a statement of the amount required to be paid before a certificate may be issued. The person designated by the municipality shall issue the certificate or statement not later than the 60th day after the date that the person receives the request.

(d) If the person designated by the municipality to provide a

receipt under Subsection (a) fails to issue the certificate or statement within the period provided by Subsection (c), the purchaser is released from the obligation to withhold the purchase price or pay the amount due.

Added by Acts 1991, 72nd Leg., ch. 328, Sec. 1, eff. Aug. 26, 1991.

Sec. 351.0042. INTEREST ON DELINQUENT TAX. (a) A person who fails to pay a tax due under this chapter is liable to the municipality for interest on the unpaid amount at the greater of the rate provided by Section [111.060](#)(b) or the rate imposed by the municipality on January 1, 2013.

(b) Interest under this section accrues from the first day after the date due until the tax is paid.

Added by Acts 2013, 83rd Leg., R.S., Ch. 944 (H.B. [1724](#)), Sec. 2, eff. September 1, 2013.

Sec. 351.005. REIMBURSEMENT FOR TAX COLLECTION EXPENSES. (a) A municipality may permit a person who is required to collect and pay over to the municipality the tax authorized by this chapter not more than one percent of the amount collected and required to be reported as reimbursement to the person for the costs in collecting the tax.

(b) The municipality may provide that the reimbursement provided by this section be forfeited because of a failure to pay the tax or to file a report as required by the municipality.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Sec. 351.006. EXEMPTION. (a) A United States governmental entity described in Section [156.103](#)(a) is exempt from the payment of tax authorized by this chapter.

(b) A state governmental entity described in Section [156.103](#)(b) shall pay the tax imposed by this chapter but is entitled to a refund of the tax paid.

(c) A person who is described by Section [156.103](#)(d) is exempt from the payment of the tax authorized by this chapter.

(d) A person who is described by Section [156.103](#)(c) shall pay the tax imposed by this chapter but the state governmental entity with

whom the person is associated is entitled to a refund of the tax paid.

(e) To receive a refund of tax paid under this chapter, the governmental entity entitled to the refund must file a refund claim on a form provided by the municipality and containing the information required by the municipality. The comptroller by rule shall prescribe the form that must be used and the information that must be provided.

(f) A governmental entity may file a refund claim with the municipality under this chapter only for each calendar quarter for all reimbursements accrued during that quarter. The municipality may adopt an ordinance to enforce this section.

(g) The right to use or possess a room in a hotel is exempt from taxation under this chapter if the person required to collect the tax receives, in good faith from a guest, an exemption certificate stating qualification for an exemption provided in Subsection (c). The exemption must be supported by the documentation required under rules adopted by the comptroller and the municipality.

Added by Acts 1989, 71st Leg., ch. 504, Sec. 2, eff. Sept. 1, 1989.  
Amended by Acts 1995, 74th Leg., ch. 454, Sec. 6, eff. Sept. 1, 1995;  
Acts 1999, 76th Leg., ch. 1467, Sec. 2.72, eff. Oct. 1, 1999; Acts  
2003, 78th Leg., ch. 209, Sec. 87, eff. Oct. 1, 2003.

Sec. 351.007. PREEXISTING CONTRACTS. If a municipality increases the rate of the tax authorized by this chapter, the increased tax rate does not apply to the tax imposed on the use or possession of a room under a contract executed before October 1, 1989, that provides for the payment of the tax at the rate in effect when the contract was executed, unless the contract is subject to change or modification by reason of the tax rate increase. The tax rate applicable to the use or possession of a room under the contract is the rate in effect when the contract was executed.

Added by Acts 1989, 71st Leg., ch. 1110, Sec. 3, eff. Oct. 1, 1989.

Sec. 351.008. CONCURRENT STATE TAX DELINQUENCY. (a) If, as a result of an audit conducted under Section [351.004](#), a municipality obtains documentation or other information showing a failure to

collect or pay when due both the tax imposed by this chapter and the tax imposed by Chapter 156 on a person who pays for the right to occupy a room or space in a hotel, the municipality shall notify and submit the relevant information to the comptroller.

(b) The comptroller shall review the information submitted by a municipality under Subsection (a) and determine whether to proceed with collection and enforcement efforts. If the information results in the collection of a delinquent tax under Chapter 156 and the assessment has become administratively final, the comptroller shall distribute a percentage of the amount collected to the municipality as provided by Section 156.2513 to defray the cost of the municipal audit.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1152 (H.B. 2048), Sec. 3, eff. September 1, 2011.

#### SUBCHAPTER B. USE AND ALLOCATION OF REVENUE

##### Sec. 351.101. USE OF TAX REVENUE.

(a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional

programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

(A) at or in the immediate vicinity of convention center facilities or visitor information centers; or

(B) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

(6) for a municipality located in a county with a population of one million or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity;

(7) subject to Section 351.1076, the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for baseball, softball, soccer, and flag football, if:

(A) the municipality owns the facilities or fields;

(B) the municipality:

(i) has a population of 80,000 or more and is located in a county that has a population of 350,000 or less;

(ii) has a population of at least 75,000 but not more than 95,000 and is located in a county that has a population of less than 200,000 but more than 160,000;

(iii) has a population of at least 36,000 but not more than 39,000 and is located in a county that has a population of 100,000 or less that is not adjacent to a county with a population of more than two million;

(iv) has a population of at least 13,000 but less than 39,000 and is located in a county that has a population of at least 200,000;

(v) has a population of at least 70,000 but less than 90,000 and no part of which is located in a county with a population greater than 150,000;

(vi) is located in a county that:

(a) is adjacent to the Texas-Mexico border;

(b) has a population of at least 500,000;

and

(c) does not have a municipality with a population greater than 500,000;

(vii) has a population of at least 25,000 but not more than 26,000 and is located in a county that has a population of 90,000 or less; or

Text of subparagraph as added by Acts 2013, 83rd Leg., R.S., Ch. 541,  
Sec. 1

(viii) has a population of at least 7,500 and is located in a county that borders the Pecos River and that has a population of not more than 15,000;

Text of subparagraph as added by Acts 2013, 83rd Leg., R.S., Ch. 546,  
Sec. 1

(viii) is located in a county that has a population of not more than 300,000 and in which a component university of the University of Houston System is located; and

(C) the sports facilities and fields have been used, in the preceding calendar year, a combined total of more than 10 times for district, state, regional, or national sports tournaments;

(8) for a municipality with a population of at least 70,000 but less than 90,000, no part of which is located in a county with a population greater than 150,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility;

(9) signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality;

(10) the construction of a recreational venue in the immediate vicinity of area hotels, if:

(A) the municipality:

(i) is a general-law municipality;

(ii) has a population of not more than 900; and

(iii) does not impose an ad valorem tax;

(B) not more than \$100,000 of municipal hotel occupancy tax revenue is used for the construction of the recreational venue;

(C) a majority of the hotels in the municipality request the municipality to construct the recreational venue;

(D) the recreational venue will be used primarily by hotel guests; and

(E) the municipality will pay for maintenance of the

recreational venue from the municipality's general fund;

(11) the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility, if the municipality:

(A) has a population of at least 90,000 but less than 120,000; and

(B) is located in two counties, at least one of which contains the headwaters of the San Gabriel River; and

(12) for a municipality with a population of more than 175,000 but less than 225,000 that is located in two counties, each of which has a population of less than 200,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility and related infrastructure or a venue, as defined by Section 334.001(4), Local Government Code, that is related to the promotion of tourism.

(b) Revenue derived from the tax authorized by this chapter shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry as permitted by Subsection (a). That revenue may not be used for the general revenue purposes or general governmental operations of a municipality.

(c) The governing body of a municipality by contract may delegate to a person, including another governmental entity or a private organization, the management or supervision of programs and activities funded with revenue from the tax authorized by this chapter. The governing body in writing shall approve in advance the annual budget of the person to which it delegates those functions and shall require the person to make periodic reports to the governing body at least quarterly listing the expenditures made by the person with revenue from the tax authorized by this chapter. The person must maintain revenue provided from the tax authorized by this chapter in a separate account established for that purpose and may not commingle that revenue with any other money. The municipality may not delegate to any person the management or supervision of its convention and visitors programs and activities funded with revenue from the tax authorized by this chapter other than by contract as provided by this subsection. The approval by the governing body of the municipality of the annual budget of the person to whom the governing body delegates

those functions creates a fiduciary duty in the person with respect to the revenue provided by the tax authorized by this chapter.

(d) A person with whom a municipality contracts under this section to conduct an activity authorized by this section shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the person and, on request of the governing body of the municipality or other person, shall make the records available for inspection and review to the governing body or other person.

(e) Hotel occupancy tax revenue spent for a purpose authorized by this section may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures authorized under Section 351.101 (a). If a municipal or other public or private entity that conducts an activity authorized under this section conducts other activities that are not authorized under this section, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

(f) Municipal hotel occupancy tax revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

(g) Nothing in this section shall prohibit any private entity, person, or organization from making subgrants by contract to any other person, entity, or private organization for expenditures under Section 351.101(a)(4). A subgrantee shall:

(1) at least annually make periodic reports to the governing body of its expenditures from the tax authorized by this chapter; and

(2) make records of these expenditures available for review to the governing body or other person.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.24(a), eff. Aug. 28,

1989; Acts 1989, 71st Leg., ch. 1110, Sec. 4, eff. Oct. 1, 1989;

Acts 1993, 73rd Leg., ch. 680, Sec. 3, eff. Sept. 1, 1993; Acts 1995,

74th Leg., ch. 1027, Sec. 1, eff. Aug. 28, 1995; Acts 2001, 77th Leg., ch. 755, Sec. 1, eff. June 13, 2001; Acts 2001, 77th Leg., ch. 1308, Sec. 3, eff. June 16, 2001; Acts 2003, 78th Leg., ch. 209, Sec. 90, eff. Oct. 1, 2003; Acts 2003, 78th Leg., ch. 303, Sec. 1, eff. June 18, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 1247 (H.B. [1734](#)), Sec. 1, eff. June 18, 2005.

Acts 2007, 80th Leg., R.S., Ch. 1144 (S.B. [765](#)), Sec. 1, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 402 (H.B. [1789](#)), Sec. 1, eff. June 19, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1220 (S.B. [1247](#)), Sec. 3(a), eff. June 19, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1322 (H.B. [3098](#)), Sec. 1, eff. June 19, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 91 (S.B. [1303](#)), Sec. 23.004, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 247 (H.B. [970](#)), Sec. 1, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 764 (H.B. [1690](#)), Sec. 1, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. [2702](#)), Sec. 120, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. [1093](#)), Sec. 19.012, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 541 (S.B. [551](#)), Sec. 1, eff. June 14, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 546 (S.B. [585](#)), Sec. 1, eff. June 14, 2013.

Sec. 351.1015. CERTAIN QUALIFIED PROJECTS. (a) In this section:

(1) "Base year amount" means the amount of hotel-associated revenue collected in a project financing zone during the calendar year in which a municipality designates the zone.

(2) "Hotel-associated revenue" means the sum of:

(A) state tax revenue collected in a project

financing zone from all hotels located in the zone that would be available to the owners of qualified hotel projects under Section 151.429(h) if the hotels were qualified hotel projects, excluding the amount of that revenue received by a municipality under Section 351.102(c) for a hotel project described by Section 351.102(b) and located in the zone that exists on the date the municipality designates the zone; and

(B) tax revenue collected from all permittees under Chapter 183 at hotels located in the zone, excluding revenue disbursed by the comptroller under Section 183.051(b).

(3) "Incremental hotel-associated revenue" means the amount in any calendar year by which hotel-associated revenue, including hotel-associated revenue from hotels built in the project financing zone after the year in which a municipality designates the zone, exceeds the base year amount.

(4) "Project financing zone" means an area within a municipality:

(A) that the municipality by ordinance or by agreement under Chapter 380, Local Government Code, designates as a project financing zone;

(B) the boundaries of which are within a three-mile radius of the center of a qualified project;

(C) the designation of which specifies the longitude and latitude of the center of the qualified project; and

(D) the designation of which expires not later than the 30th anniversary of the date of designation.

(5) "Qualified project" means:

(A) a convention center facility; or

(B) a multipurpose arena or venue that includes a livestock facility and is located within or adjacent to a recognized cultural district, and any related infrastructure, that is:

(i) located on land owned by a municipality or by the owner of the venue;

(ii) partially financed by private contributions that equal not less than 40 percent of the project costs; and

(iii) related to the promotion of tourism and the convention and hotel industry.

(6) "Venue" and "related infrastructure" have the meanings

assigned by Section 334.001, Local Government Code.

(b) This section applies only to a qualified project located in a municipality with a population of at least 650,000 but less than 750,000 according to the most recent federal decennial census.

(c) In addition to the uses provided by Section 351.101, revenue from the municipal hotel occupancy tax may be used to fund a qualified project.

(d) A municipality may pledge the revenue derived from the tax imposed under this chapter from a hotel located in the project financing zone for the payment of bonds or other obligations issued or incurred to acquire, lease, construct, improve, enlarge, and equip the qualified project.

(e) A municipality may pledge for the payment of bonds or other obligations described by Subsection (d) the local revenue from eligible tax proceeds as defined by Section 2303.5055(e), Government Code, from hotels located in a project financing zone that would be available to the owners of qualified hotel projects under that section if the hotels were qualified hotel projects, excluding any amount received by the municipality for a hotel project described by Section 351.102(b) and located in the zone that exists on the date the municipality designates the zone.

(f) A municipality shall notify the comptroller of the municipality's designation of a project financing zone not later than the 30th day after the date the municipality designates the zone. Notwithstanding other law, the municipality is entitled to receive the incremental hotel-associated revenue from the project financing zone for the period beginning on the first day of the year after the year in which the municipality designates the zone and ending on the last day of the month during which the designation expires. The municipality may pledge the revenue for the payment of bonds or other obligations described by Subsection (d).

(g) The comptroller shall deposit incremental hotel-associated revenue collected by or forwarded to the comptroller in a separate suspense account to be held in trust for the municipality that is entitled to receive the revenue. The suspense account is outside the state treasury, and the comptroller may make a payment authorized by this section from the account without the necessity of an appropriation. The comptroller shall begin making payments from the

suspense account to the municipality for which the money is held on the date the qualified project in the project financing zone is commenced. If the qualified project is not commenced by the fifth anniversary of the first deposit to the account, the comptroller shall transfer the money in the account to the general revenue fund and cease making deposits to the account.

(h) The comptroller may estimate the amount of incremental hotel-associated revenue that will be deposited to a suspense account under Subsection (g) during each calendar year. The comptroller may make deposits to the account and the municipality may request disbursements from the account on a monthly basis based on the estimate. At the end of each calendar year, the comptroller shall adjust the deposits and disbursements to reflect the amount of revenue actually deposited to the account during the calendar year.

(i) A municipality shall notify the comptroller if the qualified project in the project financing zone is abandoned. If the qualified project is abandoned, the comptroller shall transfer to the general revenue fund the amount of money in the suspense account that exceeds the amount required for the payment of bonds or other obligations described by Subsection (d).

Added by Acts 2013, 83rd Leg., R.S., Ch. 127 (S.B. 748), Sec. 1, eff. September 1, 2013.

Sec. 351.102. PLEDGE FOR BONDS. (a) Subject to the limitations provided by this subchapter, a municipality may pledge the revenue derived from the tax imposed under this chapter for the payment of bonds that are issued under Section 1504.002(a), Government Code, for one or more of the purposes provided by Section 351.101 or, in the case of a municipality of 1,500,000 or more or a municipality having a population of more than 500,000 and that borders the United Mexican States, for the payment of principal of or interest on bonds or other obligations of a municipally sponsored local government corporation created under Chapter 431, Transportation Code, that were issued to pay the cost of the acquisition and construction of a convention center hotel or the cost of acquisition, remodeling, or rehabilitation of a historic hotel structure; provided, however, such pledge may only be that portion of the tax collected at such hotel.

(b) An eligible central municipality or a municipality with a population of 173,000 or more that is located within two counties may pledge the revenue derived from the tax imposed under this chapter from a hotel project that is owned by or located on land owned by the municipality or, in an eligible central municipality, by a nonprofit corporation acting on behalf of an eligible central municipality, and that is located within 1,000 feet of a convention center facility owned by the municipality for the payment of bonds or other obligations issued or incurred to acquire, lease, construct, and equip the hotel and any facilities ancillary to the hotel, including convention center entertainment-related facilities, restaurants, shops, and parking facilities within 1,000 feet of the hotel or convention center facility. For bonds or other obligations issued under this subsection, an eligible central municipality or a municipality with a population of 173,000 or more that is located within two counties may only pledge revenue or other assets of the hotel project benefiting from those bonds or other obligations.

(b-1) A municipality with a population of 173,000 or more that is located within two counties and is not an eligible central municipality may not pledge revenue under Subsection (b) in relation to a particular hotel project after the earlier of:

- (1) the 20th anniversary of the date the municipality first pledged the revenue to the hotel project; or
- (2) the date the revenue pledged to the hotel project equals 40 percent of the hotel project's total construction cost.

(c) A municipality to which Subsection (b) applies is entitled to receive all funds from a project described by this section that an owner of a project may receive under Section 151.429(h) of this code, or Section 2303.5055, Government Code, and may pledge the funds for the payment of obligations issued under this section.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1993, 73rd Leg., ch. 231, Sec. 3, eff. Aug. 30, 1993; Acts 1997, 75th Leg., ch. 165, Sec. 30.274, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1004, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1308, Sec. 4, eff. June 16, 2001; Acts 2001, 77th Leg., ch. 1420, Sec. 8.365, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 209, Sec. 91, eff. Oct. 1, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 519 (S.B. 1207), Sec. 1, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1087 (H.B. 4781), Sec. 3, eff. June 19, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1220 (S.B. 1247), Sec. 4, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 490 (S.B. 1719), Sec. 5, eff. June 14, 2013.

Sec. 351.103. ALLOCATION OF REVENUE: GENERAL RULE. (a) At least 50 percent of the hotel occupancy tax revenue collected by a municipality with a population of 200,000 or greater must be allocated for the purposes provided by Section 351.101(a)(3). For municipalities with a population of less than 200,000, allocations for the purposes provided by Section 351.101(a)(3) are as follows:

(1) if the tax rate in a municipality is not more than three percent of the cost paid for a room, not less than the amount of revenue received by the municipality from the tax at a rate of one-half of one percent of the cost of the room; or

(2) if the tax in a municipality exceeds three percent of the cost of a room, not less than the amount of revenue received by the municipality from the tax at a rate of one percent of the cost of a room. This subsection does not apply to a municipality, regardless of population, that before October 1, 1989, adopted an ordinance providing for the allocation of an amount in excess of 50 percent of the hotel occupancy tax revenue collected by the municipality for one or more specific purposes provided by Section 351.101(a)(1) until the ordinance is repealed or expires or until the revenue is no longer used for those specific purposes in an amount in excess of 50 percent of the tax revenue.

(b) Subsection (a) does not apply to a municipality in a fiscal year of the municipality if the total amount of hotel occupancy tax collected by the municipality in the most recent calendar year that ends at least 90 days before the date the fiscal year begins exceeds \$2 million. A municipality excepted from the application of Subsection (a) by this subsection shall allocate hotel occupancy tax revenue by ordinance, consistent with the other limitations of this section. The portion of the tax revenue allocated by a municipality

with a population of more than 1.6 million for the purposes provided by Section 351.101(a)(3) may not be less than 23 percent, except that the allocation is subject to and may not impair the authority of the municipality to:

(1) pledge all or any portion of that tax revenue to the payment of bonds as provided by Section 351.102(a) or bonds issued to refund bonds secured by that pledge; or

(2) spend all or any portion of that tax revenue for the payment of operation and maintenance expenses of convention center facilities.

(c) Not more than 15 percent of the hotel occupancy tax revenue collected by a municipality, other than a municipality having a population of more than 1.6 million, or the amount of tax received by the municipality at the rate of one percent of the cost of a room, whichever is greater, may be used for the purposes provided by Section 351.101(a)(4). Not more than 19.30 percent of the hotel occupancy tax revenue collected by a municipality having a population of more than 1.6 million, or the amount of tax received by the municipality at the rate of one percent of the cost of a room, whichever is greater, may be used for the purposes provided by Section 351.101(a)(4). Not more than 15 percent of the hotel occupancy tax revenue collected by a municipality having a population of more than 125,000 may be used for the purposes provided by Section 351.101(a)(5).

(d) A municipality that does not allocate any hotel occupancy tax revenue for the purposes provided by Section 351.101(a)(1) may allocate not more than 50 percent of the hotel occupancy tax revenue collected by the municipality for the purposes provided by Section 351.101(a)(5). A municipality that before October 1, 1989, adopts an ordinance providing for the allocation of an amount in excess of 50 percent of the hotel occupancy tax revenue collected by the municipality for one or more specific purposes provided by Section 351.101(a)(5) may allocate the tax revenue as provided by that ordinance until the ordinance is repealed or expires or until the revenue is no longer used for those specific purposes.

(e) A municipality may use hotel occupancy tax revenue collected by the municipality for a purpose provided by Section 351.101(a)(1) only if the municipality complies with the applicable provisions of this section.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.  
Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.24(b), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1110, Sec. 6, eff. Oct. 1, 1989; Acts 1993, 73rd Leg., ch. 153, Sec. 1, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 680, Sec. 5, eff. Sept. 1, 1993; Acts 2001, 77th Leg., ch. 1308, Sec. 5, eff. June 16, 2001.

Sec. 351.1035. ALLOCATION OF REVENUE: CERTAIN MUNICIPALITIES IN BORDER COUNTIES. (a) This section applies only to a municipality that is the largest municipality in a county described by Section [352.002](#) (a) (14).

(b) At least 50 percent of the hotel occupancy tax revenue collected by a municipality described by Subsection (a) must be allocated for the purposes provided by Section [351.101](#) (a) (3).

(c) Not more than 15 percent of the hotel occupancy tax revenue collected by a municipality described by Subsection (a) may be used for the purposes provided by Section [351.101](#) (a) (4).

(d) Not more than 15 percent of the hotel occupancy tax revenue collected by a municipality described by Subsection (a) may be used for the purposes provided by Section [351.101](#) (a) (5).

Added by Acts 2003, 78th Leg., ch. 303, Sec. 2, eff. June 18, 2003.

Sec. 351.104. ALLOCATION OF REVENUE: CERTAIN MUNICIPALITIES BORDERING BAYS. (a) This section applies only to a home-rule municipality that borders a bay, that has a population of less than 80,000, and that is not an eligible coastal municipality.

(b) In this section:

(1) "Adjacent public land" means land that:

(A) is owned by this state or a local governmental entity; and

(B) is located adjacent to a bay that is bordered by a municipality to which this section applies.

(2) "Clean and maintain" means the collection and removal of litter and debris and the supervision and elimination of sanitary and safety conditions that would pose a threat to personal health or safety if not removed or otherwise corrected.

(c) Notwithstanding any other provision of this chapter and

subject to Subsections (d) and (e), a municipality to which this section applies may use not more than 10 percent of the revenue derived from the tax imposed under this chapter:

(1) for a purpose described by Section 351.105(a)(1) or (2);

(2) to clean and maintain adjacent public land; or

(3) to mitigate coastal erosion on adjacent public land.

(d) A municipality to which this section applies may not reduce the amount of revenue that it uses for a purpose described by Section 351.101(a)(3) to an amount that is less than the average amount of revenue used by the municipality for that purpose during the 36-month period that precedes the municipality's use of revenue under Subsection (c).

(e) A municipality that uses revenue from the tax imposed under this chapter for a purpose provided by this section must spend the same amount of revenue for the same purpose from a source other than that tax.

Acts 2003, 78th Leg., ch. 699, Sec. 1, eff. Sept. 1, 2003.

Sec. 351.105. ALLOCATION OF REVENUE: ELIGIBLE COASTAL MUNICIPALITIES. (a) An eligible coastal municipality that levies and collects an occupancy tax authorized by this chapter at a rate of seven percent shall pledge a portion of the revenue equal to at least one percent of the cost of a room to either or both of the following purposes:

(1) the payment of the bonds that the municipality or a park board of trustees may issue under Section 1504.002(a), Government Code, or under Chapter 306, Local Government Code, in order to provide all or part of the funds for the establishment, acquisition, purchase, construction, improvement, enlargement, equipment, or repair of public improvements, including parks, civic centers, civic center buildings, auditoriums, exhibition halls, coliseums, marinas, cruise ship terminal facilities, hotels, motels, parking facilities, golf courses, trolley or trolley transportation systems, and other facilities as may be considered advisable in connection with these facilities that serve the purpose of attracting visitors and tourists to the municipality; or

(2) the maintenance, improvement, or operation of the parks, civic centers, civic center buildings, auditoriums, exhibition halls, coliseums, marinas, cruise ship terminal facilities, hotels, motels, parking facilities, golf courses, trolley or trolley transportation systems, and other facilities as may be considered advisable in connection with these facilities that serve the purpose of attracting visitors and tourists to the municipality.

(b) If the tax authorized by this chapter is imposed by an eligible coastal municipality at a rate of four or more percent of the cost of a room, no lesser amount than the amount of revenue derived from the application of the tax at a rate of three percent of the cost of a room shall be used for the purpose provided by Section [351.101](#)(a)(3).

(c) If the tax authorized by this chapter is imposed by an eligible coastal municipality at a rate of five or more percent of the cost of a room, no lesser amount than the amount of revenue derived from the application of the tax at a rate of one percent shall be used for beach patrol, lifeguard services, marine water safety, and park law enforcement.

(d) If the tax authorized by this chapter is imposed by an eligible coastal municipality at a rate of six or more percent, no lesser amount than the amount of revenue derived from the application of the tax at a rate of one percent of the cost of a room shall be used as matching funds for state funds available to clean and maintain public beaches and for other public beach-cleaning funds.

(e) Money received under Section [156.2511](#) and used to clean and maintain beaches is included in determining whether the municipality has met the funding obligation prescribed by Subsections (c) and (d), and the municipality may credit that money against the funding requirements prescribed by Subsections (c) and (d).

(f) An eligible coastal municipality and a park board of trustees created by the municipality may:

(1) contract for the park board to use the tax authorized by this chapter as provided by this section; and

(2) without further authorization, use the tax authorized by this chapter as provided by this section, including for the purpose of issuing bonds or entering into other agreements.

(g) The following statutes prevail over any conflicting

provision in the charter of an eligible coastal municipality:

- (1) this section;
- (2) Chapter 306, Local Government Code; and
- (3) Subchapter A, Chapter 1504, Government Code.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1993, 73rd Leg., ch. 680, Sec. 6, eff. Sept. 1, 1993;

Acts 1995, 74th Leg., ch. 76, Sec. 15.02, eff. Sept. 1, 1995; Acts

1995, 74th Leg., ch. 454, Sec. 7, eff. Sept. 1, 1995; Acts 1999, 76th

Leg., ch. 298, Sec. 1, eff. May 29, 1999; Acts 2001, 77th Leg., ch.

1420, Sec. 8.367, eff. Sept. 1, 2001.

Sec. 351.1055. ALLOCATION OF REVENUE: CERTAIN MUNICIPALITIES.

(a) In this section:

(1) "Clean and maintain" has the meaning assigned by Section [61.063](#), Natural Resources Code.

(2) "Public beach" has the meaning assigned by Section [61.001](#), Natural Resources Code.

(3) "Beach security" means beach patrol, lifeguard services, marine water safety, and park law enforcement.

(4) "Erosion response project" has the meaning assigned by Section [33.601](#), Natural Resources Code.

(b) Notwithstanding any other provision of this chapter, a home-rule municipality that borders on the Gulf of Mexico and has a population of more than 250,000 may use all or any portion of the revenue derived from the municipal hotel occupancy tax from hotels in an area previously subject to a county hotel occupancy tax and located on an island bordering the Gulf of Mexico to clean and maintain public beaches in the municipality.

(c) Notwithstanding any other provision of this chapter, a municipality that has a population of less than 5,000 adjacent to a home-rule city with a population of less than 80,000 may use all or any portion of the revenue heretofore or hereafter derived from the municipal hotel tax:

- (1) to clean and maintain the beaches in the municipality;
- (2) to provide beach security within the municipality;
- (3) for any of the purposes permitted or allowed by

Section [1504.001](#), Government Code;

(4) for any purpose allowed by Section 351.105; or

(5) to pay the principal of or interest on bonds or notes issued for any of these purposes.

(d) Notwithstanding any other provision of this chapter and except as provided by Subsection (e), an eligible barrier island coastal municipality shall use at least the amount of revenue derived from the application of the tax at a rate of seven percent of the cost of a room for the purposes authorized under Sections 351.101(a)(1) and (3).

(e) An eligible barrier island coastal municipality that imposes the tax at a rate equal to or greater than 7-1/2 percent of the price paid for a room shall use at least the amount of revenue derived from the application of the tax at a rate of one-half of one percent of the cost of a room for erosion response projects.

Added by Acts 1999, 76th Leg., ch. 1359, Sec. 3, eff. Sept. 1, 1999.  
Amended by Acts 2003, 78th Leg., ch. 117, Sec. 1, eff. July 1, 2003;  
Acts 2003, 78th Leg., ch. 247, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1271 (H.B. 1324), Sec. 3, eff. June 19, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1271 (H.B. 1324), Sec. 4, eff. June 19, 2009.

Sec. 351.106. ALLOCATION OF REVENUE: POPULOUS MUNICIPALITIES WITH COUNCIL-MANAGER GOVERNMENT. (a) A municipality that has a population of 1.18 million or more, is located predominantly in a county that has a total area of less than 1,000 square miles, and that has adopted a council-manager form of government shall use the amount of revenue from the tax that is derived from the application of the tax at a rate of more than four percent of the cost of a room as follows:

(1) no more than 55 percent to:

(A) constructing, improving, enlarging, equipping, and repairing the municipality's convention center complex; or

(B) pledging payment of revenue bonds and revenue refunding bonds issued under Subchapter A, Chapter 1504, Government Code, for the municipality's convention center complex; and

(2) at least 45 percent for the purposes provided by Section 351.101(a)(3).

(b) Revenue received by a municipality described by Subsection (a) from the application of the tax at a rate of four percent or less may be used as provided by Section 351.101.

(c) A municipality to which this section applies:

(1) is entitled to receive in the same manner all funds and revenue that a municipality to which Section 351.1015 applies may receive under that section; and

(2) may pledge the funds and revenue for the payment of obligations incurred for the construction of qualified projects authorized under that section.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.  
Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.23(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 597, Sec. 108, eff. Sept. 1, 1991; Acts 2001, 77th Leg., ch. 669, Sec. 123, 124, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1420, Sec. 8.368, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. 2702), Sec. 121, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 1330 (S.B. 660), Sec. 2, eff. June 14, 2013.

Sec. 351.1065. ALLOCATION OF REVENUE: ELIGIBLE CENTRAL MUNICIPALITY. (a) An eligible central municipality shall use the amount of revenue from the tax that is derived from the application of the tax at a rate of more than seven percent of the cost of a room only for:

(1) the construction of an expansion of an existing convention center facility;

(2) a qualified project to which Section 351.1015 applies; and

(3) pledging payment of revenue bonds and revenue refunding bonds issued under Subchapter A, Chapter 1504, Government Code, for the construction or qualified project.

(b) Any interest income derived from the application of the tax at a rate of more than seven percent of the cost of a room may be used

only for the purposes provided by this section.

(c) An eligible central municipality expending tax revenue under this section shall attempt to include minority-owned businesses in the issuance of at least 32 percent of the total dollar value of the bonds issued, and in at least 32 percent of the total fees paid by the issuer, in connection with the construction.

Added by Acts 1993, 73rd Leg., ch. 620, Sec. 3, eff. Aug. 30, 1993.

Amended by Acts 2001, 77th Leg., ch. 1420, Sec. 8.369, eff. Sept. 1, 2001.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 127 (S.B. 748), Sec. 2, eff. September 1, 2013.

Sec. 351.1066. ALLOCATION OF REVENUE: CERTAIN MUNICIPALITIES.

(a) This section applies only to:

(1) a municipality with a population of at least 3,500 but less than 5,500 that is the county seat of a county with a population of less than 50,000 that borders a county with a population of more than 1.6 million; and

(2) a municipality with a population of at least 2,900 but less than 3,500 that is the county seat of a county with a population of less than 22,000 that is bordered by the Trinity River and includes a state park and a portion of a wildlife management area.

(b) Notwithstanding any other provision of this chapter, a municipality to which this section applies may use all or any portion of the revenue derived from the municipal hotel occupancy tax for:

(1) a business recruitment project to substantially enhance hotel activity and encourage tourism; and

(2) the construction, enlarging, equipping, improvement, maintenance, repairing, and operation of a recreational facility to substantially enhance hotel activity and encourage tourism.

Added by Acts 2011, 82nd Leg., R.S., Ch. 751 (H.B. 1315), Sec. 1, eff. June 17, 2011.

Sec. 351.1067. ALLOCATION OF REVENUE; CERTAIN MUNICIPALITIES.

(a) This section applies only to a municipality that has a population

of at least 190,000, no part of which is located in a county with a population of at least 150,000.

(b) Notwithstanding any other provision of this chapter, a municipality to which this section applies may use revenue from the municipal hotel occupancy tax to conduct an audit of a person in the municipality required to collect the tax authorized by this chapter, provided that the municipality use the revenue to audit not more than one-third of the total number of those persons in any fiscal year.

Added by Acts 2013, 83rd Leg., R.S., Ch. 939 (H.B. 1662), Sec. 1, eff. June 14, 2013.

Added by Acts 2013, 83rd Leg., R.S., Ch. 944 (H.B. 1724), Sec. 3, eff. September 1, 2013.

Sec. 351.107. ALLOCATION OF REVENUE; CERTAIN LARGE COASTAL MUNICIPALITIES. (a) This section applies only to a municipality that borders on the Gulf of Mexico and has a population of more than 250,000.

(b) A municipality to which this section applies shall separately account for all revenue derived from the application of the tax imposed by this chapter at a rate of more than seven percent of the cost of a room.

(c) Subject to Subsection (e), revenue described by Subsection (b) may be used only for:

(1) acquiring land for a municipally owned convention center;

(2) constructing, improving, enlarging, equipping, repairing, operating, and maintaining a municipally owned convention center; and

(3) paying bonds used to finance activities described by Subdivision (1) or (2).

(d) For the purpose of the allocation of revenue under Section 351.103, revenue described by Subsection (b) is not counted.

(e) Notwithstanding any other provision of this chapter, a municipality to which this section applies may use all or any portion of the revenue derived from the municipal hotel occupancy tax from hotels in an area previously subject to a county hotel occupancy tax and located on an island bordering the Gulf of Mexico to clean and

maintain public beaches in the municipality.

(f) In this section:

(1) "Clean and maintain" has the meaning assigned by Section [61.063](#), Natural Resources Code.

(2) "Public beach" has the meaning assigned by Section [61.001](#), Natural Resources Code.

Added by Acts 1999, 76th Leg., ch. 825, Sec. 2, eff. June 18, 1999.  
Amended by Acts 2003, 78th Leg., ch. 117, Sec. 2, eff. July 1, 2003.

Sec. 351.1076. ALLOCATION OF REVENUE: CERTAIN MUNICIPALITIES.

(a) A municipality that spends municipal hotel occupancy tax revenue for the enhancement and upgrading of existing sports facilities or fields as authorized by Section [351.101](#)(a)(7):

(1) shall determine the amount of municipal hotel occupancy tax revenue generated for the municipality by hotel activity attributable to the sports events and tournaments held on the enhanced or upgraded facilities or fields for five years after the date the enhancements and upgrades are completed; and

(2) may not spend hotel occupancy tax revenue for the enhancement and upgrading of the facilities or fields in a total amount that exceeds the amount of area hotel revenue attributable to the enhancements and upgrades.

(b) The municipality shall reimburse from the municipality's general fund any expenditure in excess of the amount of area hotel revenue attributable to the enhancements and upgrades to the municipality's hotel occupancy tax revenue fund.

Added by Acts 2005, 79th Leg., Ch. 1247 (H.B. [1734](#)), Sec. 2, eff. June 18, 2005.

For expiration of this section, see Subsection (g).

Sec. 351.1077. ALLOCATION OF REVENUE FOR THE ARTS FOR CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality that:

(1) has a population of more than 190,000;

(2) is located in a county in which another municipality that has a population of more than one million is predominately located; and

(3) issued bonds before January 1, 2007, for the construction of a municipal arts center payable from and secured by revenue from the tax imposed under this chapter.

(b) Notwithstanding any other provision of this chapter, a municipality to which this section applies may use an amount that is less than or equal to 15 percent of the hotel occupancy tax revenue collected by the municipality for the purposes provided by Section [351.101\(a\)\(4\)](#).

(c) Notwithstanding any other provision of this chapter, a municipality to which this section applies may use an amount that is less than or equal to an additional \$1.6 million in hotel occupancy tax revenue collected by the municipality for the purposes provided by Section [351.101\(a\)\(4\)](#). The \$1.6 million is in addition to the 15 percent amount allowed by Subsection (b).

(d) A municipality to which this section applies may not reduce the amount of revenue that an arts center that receives funds under Subsection (b) spends for a purpose described by Section [351.101\(a\)\(3\)](#) to an amount that is less than the amount of revenue spent by the arts center for those purposes during the fiscal year of the arts center preceding the effective date of this section. If the municipality reduces the funding of the arts center under Subsection (b), the art center's required funding amount for purposes described by Section [351.101\(a\)\(3\)](#) is also reduced by a proportional amount.

(e) An arts center that receives funds under Subsection (b) shall include a website address that contains a link to area hotels and lodging options in the municipality on all materials produced for the purposes of Section [351.101\(a\)\(3\)](#).

(f) A municipality that spends more than 15 percent of the hotel occupancy tax revenue collected by the municipality in a fiscal year for a purpose described by Section [351.101\(a\)\(4\)](#) may not in that fiscal year reduce the percentage of hotel occupancy tax revenue that the municipality spends for a purpose described by Section [351.101\(a\)\(3\)](#) to a percentage that is less than the percentage of hotel occupancy tax revenue spent by the municipality for that purpose during the municipality's 2011-2012 fiscal year.

(g) This section expires September 1, 2026.

Added by Acts 2007, 80th Leg., R.S., Ch. 14 (S.B. [462](#)), Sec. 1, eff. April 25, 2007.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1097 (H.B. 3643), Sec. 1, eff. September 1, 2013.

Sec. 351.108. RECORDS. (a) A municipality shall maintain a record that accurately identifies the receipt and expenditure of all revenue derived from the tax imposed under this chapter.

(b) A municipality or entity that spends revenue derived from the tax imposed under this chapter shall, before making an expenditure, specify in a list each scheduled activity, program, or event that:

(1) is directly funded by the tax or has its administrative costs funded in whole or in part by the tax; and

(2) is directly enhancing and promoting tourism and the convention and hotel industry.

(c) If a municipality delegates to another entity the management or supervision of an activity or event funded by the tax imposed under this chapter, each entity that is ultimately funded by the tax shall, before making an expenditure, specify in a list each scheduled activity, program, or event that:

(1) is directly funded by the tax or has its administrative costs funded in whole or in part by the tax; and

(2) is directly enhancing and promoting tourism and the convention and hotel industry.

(d) The list required in Subsections (b) and (c) should be provided to the office of the city secretary or to the city secretary's designee.

(e) Subsections (b) and (c) do not prevent a municipality or funded entity from subsequently adding an activity, program, or event to the list required by those subsections if the activity, program, or event is directly enhancing and promoting tourism and the convention and hotel industry.

(f) This section does not prevent a municipality or entity receiving revenue from the tax imposed under this chapter from setting aside tax revenue in a designated reserve fund for use in supporting planned activities, future events, and facility improvements that are directly enhancing and promoting tourism and the convention and hotel industry.

(g) Subsections (b) and (c) do not apply if the funded entity already provides written information to the municipality that indicates which scheduled activities, programs, or events offered by the entity are directly enhancing and promoting tourism and the convention and hotel industry.

(h) Subsections (b) and (c) do not affect the level of local hotel occupancy tax funding that was approved at an election held pursuant to the initiative and referendum provisions of a city charter, and do not prohibit the use of local hotel occupancy tax for the encouragement, promotion, improvement, and application of the arts or for historical restoration and preservation as otherwise provided by this chapter.

Added by Acts 1999, 76th Leg., ch. 495, Sec. 2, eff. Sept. 1, 1999;  
Acts 1999, 76th Leg., ch. 1467, Sec. 2.73, eff. Oct. 1, 1999.

Renumbered from Sec. 351.107 and amended by Acts 2001, 77th Leg., ch. 636, Sec. 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1420, Sec. 21.001(101), eff. Sept. 1, 2001.

Sec. 351.110. ALLOCATION OF REVENUE FOR CERTAIN TRANSPORTATION SYSTEMS. (a) Notwithstanding any other provision of this chapter, a municipality may use the revenue derived from the tax imposed under this chapter for a transportation system to transport tourists from hotels in and near the municipality to:

- (1) the commercial center of the municipality;
- (2) a convention center in the municipality;
- (3) other hotels in or near the municipality; and
- (4) tourist attractions in or near the municipality.

(b) The transportation system that transports tourists as described by Subsection (a) may be:

- (1) owned and operated by the municipality; or
- (2) privately owned and operated but partially financed by the municipality.

(c) This section does not authorize the use of revenue derived from the tax imposed under this chapter for a transportation system that serves the general public other than for a system that transports tourists as described by Subsection (a).

Added by Acts 2007, 80th Leg., R.S., Ch. 1231 (H.B. 2438), Sec. 1,

eff. June 15, 2007.



## Legislation Details (With Text)

**File #:** 15-0067      **Version:** 1      **Name:** ITS Master Plan Implementation - Year 1  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 2/8/2015      **In control:** City Council Regular  
**On agenda:** 2/26/2015      **Final action:**

**Title:** Presentation, possible action and discussion regarding a Traffic System Signal Integration Services Agreement with Iteris Inc. to purchase services, equipment and maintenance of hardware and software associated with the first year of the implementation plan. The total cost of this agreement is not too exceed \$971,262.

**Sponsors:** Troy Rother

**Indexes:**

**Code sections:**

**Attachments:** [Iteris Contract.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding a Traffic System Signal Integration Services Agreement with Iteris Inc. to purchase services, equipment and maintenance of hardware and software associated with the first year of the implementation plan. The total cost of this agreement is not too exceed \$971,262.

### Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

**Recommendation(s):** Staff recommends approving the contract.

**Summary:** The ITS Master Plan implementation is a 3-5 year multi-phase project. The first year includes controllers for all of the existing signalized intersections (the purchase of these controllers was approved during the January 22, 2014 City Council Meeting), switches, cameras, a server, generator and the construction of a Traffic Management Center. The purchase of this equipment is to replace the currently deployed signal equipment that is at the end of its useful life, as well as to add new equipment to the system that will allow communication to and monitoring of the equipment from a central location.

**Budget & Financial Summary:** A budget of \$4,575,000 is included for this project in the Streets Capital Improvement Projects Fund. It is anticipated that this project will be completed in phases and the planned funding is structured to reflect the project phasing. Certificates of Obligation in the amount of \$4,500,000 are budgeted to be issued for this project. An additional \$75,000 is budgeted to be transferred from the General Fund for the items that are not expected to be debt eligible. The debt for the project has not yet been issued, but will be issued in the future to coincide with project phasing. Only the amount needed will be issued.

### Attachments:

1. Contract

**TRAFFIC SIGNAL SYSTEM  
INTEGRATION SERVICES AGREEMENT BETWEEN  
THE CITY OF COLLEGE STATION AND ITERIS, INC.**

This Agreement (the "Agreement") is made by and between the City of College Station, a Texas Municipal Home-rule Corporation (the "City") and Iteris, Inc., a Delaware corporation, ("Iteris" or "Contractor"). The City and Iteris may also be identified in this Agreement individually as a "Party" or collectively as "Parties".

1. **Scope of Services.** Iteris shall provide all services as described in Exhibits A, B, and C, which are attached hereto and incorporated into this Agreement by this reference (the "Services").

a. **Integration Services.** Iteris shall provide Integration Services as described in Exhibit A, Integration Services Scope of Work.

b. **Third Party Software Licenses, Products and Warranties.** Iteris shall provide all third party software licenses, products and warranties as described in Exhibit B Third Party Licenses, Products & Warranties.

c. **First Year Tactics Maintenance and Support.** Iteris shall provide all Tactics maintenance and support as described in Exhibit C Tactics Maintenance and Support for the first 12 months following City acceptance of the Tactics Final Test.

d. **Annual Tactics Maintenance and Support.** Iteris shall provide all maintenance and support as described in Exhibit C Tactics Maintenance and Support for subsequent 12-month periods when the City exercises its right to maintenance as described in Exhibit C.

2. **Compensation**

a. City agrees to pay, and Iteris agrees to accept as total payment for its Services as set forth in Section 1, items a, b, and c above in an amount not to exceed \$971,262.00 (the "Agreement Amount") during the term of this Agreement. The amount shall be paid in accordance with Exhibit D, Payment Terms. Iteris shall not take any action causing the amount the City would be obligated to pay to Iteris to exceed the Agreement Amount. Notwithstanding any other provisions of this Agreement, the City shall not be obligated to pay to Iteris any amount in excess of the Agreement Amount, provided however, that this sum may be increased or decreased from time to time by the City in a written amendment to this Agreement.

b. The City may, in writing to Iteris, exercise the right to maintenance and support one (1) year following acceptance of the Tactics system final test by the

City, the City will begin paying for annual Tactics maintenance and support described in Exhibit C, Tactics Maintenance and Support. Annual Tactics Maintenance and Support may be invoiced in a single invoice upon commencement of the maintenance and support period.

**c.** Iteris shall submit invoices to City for Services completed during each invoicing period, which is a fiscal month. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures and the Texas Prompt Payment Act.

**d.** In the event of a disputed or contested invoice, only the contested portion will be withheld from payment. City will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

**e.** After City has been invoiced and given a written thirty (30) days' notice of failure to pay, if the City continues failing to pay any amount due and undisputed, Iteris then may, in addition to any other rights it may have at law or under this Agreement, suspend further Services until such failure to pay is remedied.

**3. Term.** Time is of the essence of this Agreement.

**a.** The Services are to commence upon Iteris' receipt of a Notice to Proceed from the City, following the execution of this Agreement by the City (the "Effective Date"). Integration Services as described in Section 1, item a. shall be completed no later than seven (7) months from such notice. The schedule for performance of the Integration Services tasks is shown in the Exhibit A Scope of Work. The Tactics Warranty Services in Exhibit B and First Year Tactics Maintenance and Support in Exhibit C shall begin upon completion and City acceptance of the final test and shall continue for twelve (12) months thereafter. Together the nineteen month period for completion of Integration Services and the First Year Tactics Maintenance and Support constitute the initial Term of this Agreement. This schedule and Term may be amended in writing if mutually agreed by the City and Iteris.

**b.** Annual Tactics Maintenance and Support shall begin when the City exercises its right to maintenance and support as described in Exhibit C.

**4. Modifications and Changes.** This Agreement may not be altered, changed, or modified in any manner except upon the mutual written agreement of both Parties.

**5. Termination**

**a. Termination for Cause.** The City may by written notice to Iteris, without prejudice to any other rights or remedies provided under this Agreement by law or in equity, terminate this Agreement for cause in whole or in part in any of the following circumstances:

(1) If Iteris has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or

(2) If Iteris fails to materially perform the Services or make any delivery in accordance with the performance requirements or delivery schedules specified herein or any extension thereof; or

(3) If Iteris (a) fails to observe or comply with any material provisions, terms, or conditions of this Agreement, or (b) fails to make progress so as to endanger performance of this Agreement in accordance with its terms.

(4) In case of termination under (2), (3)(a) or (3)(b) above, Iteris shall have fifteen (15) days from date of delivery of notice to remedy the failure or provide a plan for remedy acceptable to the City. If, after termination for cause, the City determines for any reason that Iteris was not in default or that the failure was excusable, the rights and obligations of the Parties will be the same as if the notice of termination had been issued pursuant to termination for convenience.

**b. Termination for Convenience.**

(1) City may, at any time during the course of this Agreement, terminate for convenience Services under this Agreement whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to Iteris of a notice of termination specifying the extent to which performance of Services under the Agreement is terminated, and the date upon which the termination becomes effective.

(2) After receipt of a notice of termination, and except as otherwise directed by City, Iteris shall comply with all of the following requirements:

i. Stop Services under the Agreement on the date and to the extent specified in the notice of termination.

ii. Place no further orders or subcontracts for equipment, materials, services, or facilities except as necessary to complete

the portion of the Services under the Agreement that are not terminated.

- iii. Terminate, to the extent possible and practical, all orders and subcontracts that relate to the performance of Services terminated by the notice of termination.
- iv. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.
- v. Transfer title to the City, and deliver in the manner, at the times, and to the extent, if any, directed by the City, work in process, completed work, equipment, software, documentation, supplies, and other material produced as a part of, or acquired in connection with the performance of Services terminated by the notice of termination.
- vi. Complete performance of such part of the Services not terminated by the notice of termination.
- vii. Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of Iteris and in which the City has or may acquire an interest.

(3) Subject to the previous provisions, Iteris and the City shall agree upon the whole or any part of the amount or amounts to be paid to Iteris because of the total or partial termination of Services under this section. Completed Services shall be paid at the prices set forth in Exhibit B. Partially completed Services may include a reasonable allowance for profit on work completed. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement Amount as reduced by the amount of payments otherwise made and as further reduced by the portion of the Services not terminated. Iteris shall have no right to recover lost profits on unperformed Work. The Agreement shall be amended accordingly, and Iteris shall be paid the agreed amount.

## 6. Standard of Care/Warranty

a. All Services under this Agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by others performing the same or similar services under similar circumstances. Iteris represents that it has all rights necessary to fulfill the requirements of this Agreement and that Iteris, employees, and subcontractors are fully qualified to

perform hereunder.

**b. Iteris Products Limited Warranty.** Unless otherwise specified in writing by an authorized Iteris representative, products marked as manufactured by or for Iteris or marked with a Iteris brand or trademark are warranted, at the time of shipment to City, to conform to Iteris' published specifications and to be free from defects in material and workmanship. The occurrence of any of the following terminates Iteris' Limited Warranty: (i) a product fails as the result, in whole or in part, of modification or repair of the product not conducted in conformity with Iteris' approved procedures; (ii) a product fails as the result, in whole or in part, of improper or insufficient maintenance; (iii) a product is damaged due to, in whole or in part, electrical power surge, lightning strike, accident, negligence, improper storage, incorrect installation, incorrect operation, unusual deterioration due to physical environments in excess of limits set forth in product manuals, or any other type of abuse or misuse; or (iv) the removal of serial numbers, or the removal, mutilation or defacement of any part of a product. As a condition to making any claim under this Limited Warranty, City must request a Return Material Authorization ("RMA") before the Limited Warranty terminates or expires. Provided that the Limited Warranty has not terminated or expired, Iteris shall issue the RMA and City shall have the right to return the non-conforming product, transportation prepaid, to Iteris for repair or, solely at Iteris' option, replacement with new or reconditioned materials. Except for repair or replacement, Iteris shall be under no other liability to the City. This is a Limited Warranty only and, unless otherwise specified in writing by Iteris, shall expire thirty-six (36) months after the date of shipment of each unit of product to the City. Repaired or replaced Products have a Limited Warranty for the greater of ninety (90) days from the time of shipment or the remainder of the original warranty period.

**c. Non-Iteris Products.** Hardware or software Products marked as manufactured or produced by others or marked with a brand or trademark of a party other than Iteris are warranted by the manufacturer or producer to the City in accordance with the warranty documentation provided by the manufacturer or producer.

**d. NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT, SHALL BE APPLICABLE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL ITERIS HAVE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF THE PRODUCTS, OR AN INABILITY TO USE PRODUCTS EITHER**

SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE, EQUIPMENT OR MATERIALS, OR FROM ANY OTHER CAUSE.

7. **Ownership and Reuse of Documents**

a. **City Documents.** All drawings, specifications, test reports and other materials or work products prepared or furnished by City to Iteris under this Agreement (“City Documents”) shall remain City’s property. City shall make available to Iteris copies of these City Documents as necessary for Iteris to perform its obligations under this Agreement.

b. **Project Documents.** Except to the extent that such items are derivatives or adaptations of Commercial Material as defined below, Iteris agrees title to all material originated or prepared by Iteris pursuant to this Agreement, including drawings, designs, specifications, reports, test plans, test procedures, reports, computer programs, websites, and other documents or records (“Project Documents”) shall be deemed to be “works made for hire” and shall be the sole property of the City. To the extent that title to any Project Documents may not, by operation of law, vest in City, or such Project Documents may not be considered “works made for hire,” Iteris hereby assigns all right, title and interest therein, including, without limitation, all copyrights, to Iteris.

c. **Commercial Material.** Software and other materials developed or acquired independently of this Agreement, pre-existing materials, or software or other materials acquired or procured on a commercial basis from Iteris or its suppliers and any adaptations or derivatives thereof (“Commercial Material”) shall be owned and licensed to the City as set forth in ownership and licensing provisions for such Commercial Material.

8. **Indemnification**

a. **Indemnification.** Iteris shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys’ fees, for injury to or death of any person or for damage to any property to the extent caused by or arising out of the work done by Iteris 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 except for the items the City is solely responsible for in the Scope of Services, any other party indemnified hereunder, Iteris, or any third party.

**b. Legal Limitations.** It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 8 item a, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

**9. Release.** Iteris assumes full responsibility for the work to be performed hereunder and hereby according to the Scope of Services releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property or that is caused by, alleged to be caused by, arising out of, or in connection with Iteris' 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, Iteris, or any third party.

**10. Infringement.** Iteris shall indemnify and hold harmless City and its customers from loss, damage or liability for infringement of a United States (U.S.) patent or U.S. copyright ("Intellectual Property") arising out of the sale or use of Iteris Products or Services delivered to City hereunder (the "Indemnity"); provided that City notifies Iteris in writing within ten (10) days of City's first notice of an infringement claim, threat or suit ("Infringement Claim") and fully cooperates with Iteris in the defense of such Infringement Claim and the avoidance of infringement by, including but not limited to, providing Iteris any requested authority, information, and assistance necessary. Iteris shall be entitled, at its election, to assume the defense of any Infringement Claim. The foregoing Indemnity shall not apply when normally non-infringing Iteris Products or Services are rendered infringing by (i) City's or its contractor's alteration of Iteris Products or Services or the operation thereof, (ii) use of Iteris Products or Services in combination with other equipment or software, or (iii) Iteris' modification of its products in compliance with the City's specifications or instructions. Iteris shall have the right to resolve any Infringement Claim in the manner it deems appropriate, including, but not limited to, (i) obtaining a license from the owner of the alleged infringed intellectual property or (ii) modifying or replacing the alleged infringing Product with non-infringing Product. The foregoing Indemnity shall not extend to claims based on infringement of intellectual property outside the United States of America. Iteris' sole obligation and liability to City and its customers with respect to indemnification of intellectual property claims shall be as set forth in this paragraph and specifically excludes indemnification for products not manufactured by or for Iteris.

11. **Insurance.** Iteris shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Iteris, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Exhibit “C”.

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

13. **Conflict of Interest.** Iteris covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

14. **City Employees and Officials.** Iteris shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable conflict of interest provisions of the Texas Government Code.

15. **Force Majeure.** If the performance of this Agreement, or any other obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment, or software from suppliers; war or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided, however, that the Party so affected shall take all reasonable steps to avoid or remove such causes of non-performance and shall resume performance with dispatch whenever such causes are removed.

16. **General Provisions.**

a. **Notices.** Any official notices shall be in writing and delivered by hand, by facsimile, by nationally recognized private courier or by United States mail. Notices delivered by mail shall be deemed given two (2) business days after being deposited in the United States mail; postage prepaid, registered or certified mail, return receipt requested. Notices delivered by hand, by facsimile or by private carrier shall be deemed given on the first business day following receipt. All notices shall be delivered at the addresses set forth below unless changed by prior written notice.

**City:**  
City of College Station  
Attn: Troy Rother  
P.O. Box 9960  
College Station, TX 77842  
Fax: 979-764-3489

**Iteris:**  
Iteris, Inc.  
Attn: Vice President Contracts  
1700 Carnegie Avenue Ste 100  
Santa Ana, CA 92705  
Fax: 949-270-9401

b. **Jurisdiction – Venue.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the laws of the State of Texas. Both parties further agree that Brazos County, Texas, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

c. **Compliance With Laws.** Iteris shall in the performance of this Agreement comply with all applicable local, state, and federal laws, regulations, standards, codes and ordinances in force during the term of this Agreement. Iteris shall obtain and pay for all permits and licenses and provide such notices required by law that are associated with Iteris' performance under this Agreement.

d. **Discrimination.** Iteris shall not discriminate because of race, color, creed, religion, sex, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Iteris affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

e. **Immigration.** Iteris shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification. Iteris will not knowingly obtain the labor or services of an undocumented worker.

**f. Assignment.** Neither the City nor Iteris will assign or transfer its interest in this Agreement without the written consent of the other, which consent shall not be unreasonably withheld.

**g. Rights and Remedies.** All rights and remedies conferred by this Agreement, by any other instrument, or by law are cumulative and may be exercised singly or concurrently. If any provision of this Agreement is held invalid by any law or regulation of any government or by any court, such invalidity shall not affect the enforceability of any other provisions. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision or any other provision.

**h. Headings.** The headings of the sections in this Agreement are included for convenience only and are not to be used in construing or interpreting the provisions hereof.

**i. Entire Agreement/Binding.** City and Iteris agree that this Agreement and the exhibits and attachments cited herein constitute the complete and entire understanding between the Parties on this subject matter and supersede all prior agreements, proposals, representations, statements, or understandings whether written or oral. City and Iteris each binds itself, its officers, employees, successors and assigns to this Agreement.

**Signature Page Follows**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by and through their authorized representatives. The “Effective Date” of this Agreement shall be date of signature for last Party signing below.

**ITERIS, INC.**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO

Date: \_\_\_\_\_

**Exhibit A**  
**SCOPE OF WORK**

**City of College Station**  
**Traffic Signal System Upgrade Project**

**1. Project Background**

The City recently completed an Intelligent Transportation Systems (ITS) Master Plan that was adopted by the City Council. The City will be implementing recommendations from in the ITS Master Plan over a five-year period. The recommendations focus primarily on upgrading the central traffic signal software, upgrading all of the signal controllers to take advantage of the advanced capabilities that improve traffic operations, and upgrading the communication network from serial to IP/Ethernet to take advantage of the field and central system capabilities. The five-year plan includes field equipment upgrades, the central traffic signal system (ATMS) upgrade, traffic management center improvements and integration/support services to complete the upgrade, as highlighted by the project elements detailed below.

- a. Central Traffic Signal Software:** The City currently uses Actra, which is a software system that is more than 15 years old and has reached its end of life. The current, upgraded version of Actra is Tactics 3.0. The City system will be upgraded to Tactics 3.0 that includes the software system and database, map graphics and migration of the existing traffic signal timing. This upgrade will be implemented in Year 1.
- b. Traffic Signal System Communications Network:** The City's traffic signal system is supported by City-owned fiber optic cable that supports communications to approximately 57 of the City's 77 signalized intersections. The fiber optic cable is shared with City IT and the Traffic signal system has access to one fiber bundle. Currently, the City uses serial communications protocol, which also has exceeded its end of life; the current standard is Ethernet. Upgrading the traffic signal system to Ethernet will require an update to the City's communication network in terms of equipment and fiber assignments, and also upgrading to an Ethernet IP addressing schema for the Traffic network. As a cost savings and time savings measure, the communications system upgrade will also include 17 Ethernet radios to establish communications with signalized intersections that currently do not have fiber optic cable to achieve high-bandwidth Ethernet communications. This upgrade will be implemented in Year 1.
- c. Traffic Signal Controller:** The City currently uses a combination of M20, M40 and M52 traffic signal controllers. The M20s and M40s do not support Ethernet based communications and have exceeded end of life. The M52s do support Ethernet based communications but are not equipped with the current industry standard Linux board that increases functionality and improves equipment reliability. All 77 existing controllers will be upgraded to M52Ls (M52 with Linux board) plus 3 spare controllers. This upgrade will be implemented in Year 1.

**Exhibit A**  
**SCOPE OF WORK**

- d. Conflict Monitor:** The City's existing conflict monitors have exceeded end of life and require upgrades to new Malfunction Management Units (MMUs) that support advanced traffic signal timing operations such as Flashing Yellow that both improves traffic management and safety. This upgrade will be implemented in Year 1.
- e. Traffic Signal Cabinet:** The City's existing traffic signal controller cabinets, NEMA TS-1, represent an older type of cabinet, and should be upgraded to newer NEMA TS2 Type I cabinets on an as-needed basis due to age or integrity of the cabinet. Some of the existing cabinets have been in service for 20 years or more, and the priority is to replace these cabinets first. 10 new cabinets will be implemented in Year 1.
- f. Traffic Signal Detection:** Upgrading the communications network will allow the City to begin transmitting video and data from the existing video detection systems. This requires upgrading the video detection to Ethernet. The City's existing Edge2 units require an upgrade with EdgeConnects only for the transmission of IP video and data to the signal shop TMC. Select existing locations will also receive upgraded cameras. 48 EdgeConnects and 23 WDR cameras will be implemented in Year 1.
- g. IP CCTV Cameras:** The upgrade of the traffic signal system will include IP CCTV cameras at key locations to provide real time video monitoring of traffic operations, as recommended in the ITS Master Plan. The CCTV cameras will be Ethernet-based (IP video). 25 new CCTV cameras will be implemented in Year 1. At the TMC, implementation will include a DVR to allow the City to record intersections when needed for study purposes.
- h. Travel Time System:** The upgrade of the traffic signal system will include a real-time travel time system consisting of Bluetooth or Wi-Fi sensors along key corridors, as recommended in the ITS Master Plan. The Travel-Time System will measure traffic congestion, link speeds, and determine travel times. The system will also provide alarms for congestion and incident detection. 22 new sensors will be implemented in Year 1.
- i. Municipal Court System Management Center:** The upgraded traffic signal system will include a Traffic Management Center (TMC) located on the second floor of the Municipal Court building located on Krenk Tap Road. The TMC will consist of workstations that operate the traffic signal system, consoles for the Traffic Engineering staff to interface with the traffic signal system, and a video wall that will allow the Traffic Engineering staff to make the most effective use of the traffic signal system. This TMC will be designed and implemented in Year 1.
- j. Signal Shop Tactics Workstation:** The upgraded traffic signal system to Tactics and Ethernet communications requires the implementation of a new Tactics workstation (PC) at the Signal Shop (Remote Tactics Workstation). The Remote Tactics Workstation will provide the signal technicians with access to

**Exhibit A**  
**SCOPE OF WORK**

the traffic signal system for real time monitoring and troubleshooting from the signal shop prior to making field trips. The Remote Tactics Workstation will be implemented in Year 1.

- k. Remote (Signal Shop) TMC:** The upgraded traffic signal system will support the upgrade to a remote traffic management center (TMC) residing at the Signal Shop. The remote TMC will provide the signal technicians with full access to the traffic signal system for real time monitoring and troubleshooting from the signal shop prior to making field trips. The design only of the Signal Shop TMC will be completed in Year 1.

**2. Year 1 Summary of Budget**

As noted, the upgrades above are planned to be implemented over a five-year period, and may ultimately include more items than noted. The Scope of Work in the next section summarizes the activities to be implemented in Year 1 to complete the City of College Station traffic signal system upgrade. The City has established a budget of approximately \$1.5M for Year 1. The Year 1 budget includes funding for both the signal system upgrades and the City’s staff time associated with the Project, including funding for some IT upgrades to the shared fiber optic network. Based on information provided by the City, the approximate project budget required by the City is noted below.

1	Cabinets without MMUs	\$91,130
2	Controllers (80)	\$200,000
3	City staff time – Traffic Administration:	\$5,000
4	City staff time – Traffic Engineering	\$31,404
5	City equipment – Firewall	\$5,000
6	City equipment – Remote TMC Workstation and Equipment	\$5,000
7	City staff time – IT – Network	\$3,000
8	City staff time – IT – Communication	\$800
9	City equipment – Server	\$10,000
10	City equipment – Municipal Bldg generator	\$75,000
11	City Consultant – Architect for Signal Shop Upgrades Plans	\$20,000
12	City equipment – TMC PCs and TMC console	\$15,000
13	City Contractor – Construction of Municipal Bldg TMC	\$50,000
14	City Consultant – Architect for Court Building TMC	\$20,000
	<b>Total</b>	<b>\$531,334</b>

**Exhibit A**  
**SCOPE OF WORK**

Based on the approximate total budget and the City's required funds noted above, the remaining budget for Year 1 scope is \$971,262.

**3. Iteris' Year 1 Scope of Work**

Iteris has been selected by the City to be its contractor for Year 1. Iteris' scope to match the Year 1 budget in Section 2 is provided in detail below. Pricing detail is provided Exhibit B. For the avoidance of doubt, nothing in this Agreement shall be construed as a commitment by the City to continue this contract or enter into any new contract with Iteris in subsequent years of the 5-year plan.

**Task 1: Project Management/Project Administration**

This task includes all project management activities related to the completion of the City of College Station Traffic Signal System Upgrade Project.

**Task 1.1 – Project Management**

This task will consist of the overall management of the project by the assigned project manager and support personnel of Iteris. This task includes the development of monthly progress reports, billing statements, task staffing plans, quality assurance of document deliverables, maintaining project schedule, maintaining project budget, coordinating overall activities of the Project Team, and being the main client point of contact for all project related discussions.

**Task 1.2 – Progress Reporting**

Throughout the duration of this project, Iteris shall develop monthly progress reports to accompany the invoice. The progress reports shall summarize the progress of each task/sub-task, identify the activities to be accomplished during the next progress period, identify any issues/concerns that could prohibit the accomplishment of future activities. Iteris shall also schedule and conduct recurring project progress report meetings with the Project Team to report project progress, provide opportunity to discuss issues, submit deliverables, receive feedback on submitted items reviewed, and discuss upcoming activities. A summary of "To-Do" items; responsibility, and status of those items will be provided at each meeting. These meetings may be scheduled as teleconferences / web conferences or face to face meetings. Meeting minutes will be produced by Iteris. A kick-off meeting will be held in month 1 of the contract in College Station with City staff, other stakeholders and Iteris staff.

**Task 1.3 – Project ftp Site**

Iteris will create and maintain the City of College Station Traffic Signal System

## **Exhibit A SCOPE OF WORK**

Upgrade project ftp site for use by all members of the Project Team. This site will enable deliverables to be shared amongst the project team as needed and provide contact information for Project Team members.

### **Assumptions:**

The project ftp site will be hosted by Iteris. It will be password protected.

### **Deliverables (some deliverables may be combined):**

1. Monthly Progress Reports
2. Progress Meeting Minutes
3. Updated Project Management Plan (PMP)
4. Project Schedule (including monthly updates)
5. Project ftp site.

### **Task 2: Traffic Signal System Upgrade Plan**

Iteris staff shall develop a detailed plan to systematically map the activities required to upgrade the traffic signal system that minimizes the disruption of the daily traffic signal operations.

#### **Task 2.1 – Field Infrastructure Analysis**

1. Iteris will inventory, verify and validate the equipment in each traffic signal cabinet based upon the equipment list detailed in this scope. Currently, the IT fiber terminates on the fiber patch panel in the traffic signal controller cabinet. Iteris will work with the City IT Department to verify the communications in each cabinet. Iteris will provide an updated listing of existing equipment and communications at each cabinet. Iteris will utilize this information to develop the communication design.

#### **Task 2.2 – Develop Communication Design**

1. Iteris will take the information obtained from the field inventory and baseline the current field communications network.
2. Iteris will identify the requirements necessary to design and implement the communications to support the upgraded system.
3. Iteris will develop the communication design based upon the requirements and coordinate with IT.

**Exhibit A**  
**SCOPE OF WORK**

**Task 2.3 – Identify Field Equipment Needs**

1. Iteris will take the information obtained from the field infrastructure analysis, system requirements and communication design, and document the specific equipment to be implemented at each location to implement the upgraded traffic signal system and communication network as noted below.
  - a. Traffic Signal System upgrades in the Year 1 field equipment / intersections
  - b. Traffic signal system upgrades for communication from TMC to the Year 1 field equipment / intersections

**Task 2.4 – Develop Field Network IP Address Schema**

1. Iteris will identify the IP addressing scheme based on existing, planned and future traffic management devices. Iteris will analyze and provide recommendations to logically subnet the field network to minimize communication collisions, minimize conflicts between data and equalize the bandwidth availability of the network. Iteris will coordinate with IT.
2. The network design will detail the Ethernet communications network for the following project elements:
  - a. TMC (Municipal Building) to the Year 1 Field Equipment, which will be implemented as part of the Year 1 scope of work
  - b. TMC to the Remote Tactics Workstation located at the Signal Shop, which will be implemented as part of the Year 1 scope of work
  - c. TMC to City Police for sharing and data collection of the traffic video (not to be implemented as part of the Year 1 scope of work)
  - d. TMC to remote TMC (Signal Shop) for traffic signal system operations (not to be implemented as part of the Year 1 scope of work)

**Task 2.5 – Develop Traffic Signal System Upgrade Document**

1. The City of College Station Traffic Signal System Upgrade Document will be a compilation of previously submitted documents developed under this task.

**Assumptions:**

1. City IT will provide details on the communications network, fiber assignments, hub locations, etc.

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**SCOPE OF WORK**

**Deliverables (some deliverables may be combined):**

1. Field Inventory/Verification Spreadsheet
2. System Requirements
3. Communication Design
4. Field Equipment List
5. Field Network IP Address Schema
6. Draft Traffic Signal System Upgrade Plan
7. Final Traffic Signal System Upgrade Plan

**Task 3: Equipment and Software Procurement and Delivery**

Iteris shall furnish field equipment as detailed in this Scope of Work to upgrade the field communication network to an Internet Protocol (IP) Ethernet based system and equipment and software for the municipal building TMC and Signal Shop workstations. Below is a summary listing of the equipment and software to be procured. A detailed listing of equipment and software by location is provided in table 1 at the end of this Exhibit and with unit prices in Exhibit B. If adjustments in quantities are required to complete the Year 1 scope, the unit pricing in Exhibit B will be used to determine price increases or decreases (if any) that may be incorporated into this Agreement by written amendment.

1. MMUs: 74 units
2. Hardened Ethernet Edge switches: 79 Edge switches with 16 TX ports and 2 LX SFPs, by Comnet, and fiber jumpers
3. Ethernet radios: 17 Pegasus radios
4. IP CCTV cameras: 25 CCTV cameras with brackets, CAT6 cable and hardened POE injectors
5. Travel time system: 22 Velocity units (locations to be determined in Task 2)
6. EdgeConnects: 48 EdgeConnects
7. WDR Cameras: 23 new WDR cameras at 6 existing Video Detection installations
8. Tactics: Tactics 3.0 traffic signal system software
9. Video management software: Cisco video management software
10. TMC Video Wall: Planar MX55HDS with Clarity Matrix G2 processor and mounting hardware, and VCS
11. Iteris' VantageView video detection system central operations software

## **Exhibit A SCOPE OF WORK**

### **Assumptions:**

1. Iteris furnished equipment is itemized in Table 1 and with unit prices in Exhibit B
2. Iteris will provide the Ethernet cables for the connection of equipment in the cabinets
3. Delivery of equipment will be to a City-designated destination, which may be either to a City of College Station site or to Iteris' Austin warehouse
4. Equipment acceptance occurs upon delivery to the City-designated destination and will be documented by a delivery notice

### **Deliverables:**

1. Equipment and Software
2. Delivery Notices

### **Task 4: Field Equipment Installation and Verification**

The traffic signal system field equipment will be installed by a combination of City forces with Iteris oversight, or by Iteris forces, as noted herein. Iteris staff shall also configure the equipment to match the IP network designed in Task 2, and will assist City with oversight of installed equipment as noted herein. Equipment will be configured and validated prior to installation in the field and, upon installation, operation will be verified. This approach will significantly reduce the field implementation time. Iteris will also integrate existing equipment identified to remain in the cabinet on site, based on the final Traffic Signal System Upgrade Plan.

Below is a summary listing of the field equipment to be configured and installed. Refer to Table 1 for a detailed listing of equipment locations.

1. Traffic signal controllers: 77 M52L controllers furnished, configured and installed by City staff, with IP addressing provided by Iteris
2. MMUs: 77 units installed by City staff, with Iteris oversight
3. NEMA TS2-1 controller cabinets: 10 to be furnished, configured and installed by City with Iteris oversight
4. Hardened Ethernet Edge switches: 79 Edge switches with 16 TX ports and 2 LX SFPs, by Comnet, and fiber jumpers, to be configured and installed by Iteris
5. Ethernet radios: 17 Pegasus radios configured by Iteris and installed by City staff with Iteris oversight
6. IP CCTV cameras: 25 CCTV cameras with brackets, CAT6 cable and hardened POE injectors (locations for Year 1 to be determined in Task 2) configured by

**Exhibit A**  
**SCOPE OF WORK**

Iteris and installed by City staff with Iteris oversight; vendor to be determined in Task 2 based on requirements of Cisco Video Management Software

7. EdgeConnects: 48 EdgeConnects at existing Edge2 locations configured by Iteris and installed by City staff with Iteris oversight
8. WDR Cameras: new WDR cameras (quantity 4 each) installed by City staff with Iteris oversight at 6 existing Video Detection installations (23 WDR cameras total)
9. Travel time system: 22 Velocity units (at locations identified to be determined in Task 2) configured and installed by Iteris

**Assumptions:**

1. Iteris furnished equipment is itemized by location in Table 1 and with unit prices in Exhibit B
2. Installation of noted equipment will be done by City forces under on-site oversight of Iteris as needed
3. City staff will install timing plans and database, and configure new controllers
4. Iteris will provide the Ethernet cables for the connection of equipment in the cabinets.
5. Fiber optic cable terminations will be done by City forces under on-site oversight of Iteris
6. The City (IT) will provide Hub switches. City-provided hub switches will be compatible with Iteris provided equipment
7. Field equipment installation and verification acceptance occurs upon submittal of the installation verification notices

**Deliverables:**

1. Field Equipment Installation & Verification Completion Notices

**Task 5: Municipal Building Traffic Management Center (TMC) Design & Installation**

Iteris shall complete the design of the TMC (City TMC) to be located in the Municipal Building. The area allocated for the City TMC area is approximately 20 feet by 16 feet. There is also the possibility to implement a conference room adjacent to the new TMC, by the City. Iteris shall furnish and install video wall, with other equipment and computer equipment being furnished, configured and installed by the City with Iteris oversight as needed. Iteris shall also install the latest version of Tactics to replace the City's current ACTRA central software, on City-furnished PC and server

## **Exhibit A**

### **SCOPE OF WORK**

equipment. The City TMC design and implementation will occur in Year 1.

#### **Task 5.1 –TMC Design**

The City of College Station plans a City TMC and adjacent conference room in the Municipal Courts Building to allow City traffic engineering staff to monitor and make timing plan changes. The TMC shall consist of a two-person workstation area, traffic management work stations with two computer monitors per workstation and a 4x2 video wall Planar (MX55HDS with Clarity Matrix G2 processor and mounting hardware furnished as part of Task 3). The TMC will also include a video recording solution (DVR) to allow recording and storing PTZ or stationary video images for traffic study purposes, but not for video archiving. Iteris shall develop a layout and supporting details to install and integrate the TMC workstations to the field network. These drawings shall be architectural and schematic in nature, not at a construction letting level. The City will procure the services of an Architectural/Engineering firm to prepare the construction level drawings for the TMC upgrades. Iteris will provide technical input and review of the construction level drawings.

Iteris, working with the City Information Technology (IT) Department, will develop the communication plan meeting all of the City's IT requirements. Iteris and City staff will review the location where the TMC equipment and software will reside.

#### **Task 5.2 –TMC Construction**

Based on the TMC layout, City forces will construct the building improvements to the TMC area including walls, flooring, networking, lighting/electrical, and HVAC. The City will be responsible for all architectural drawings and building permits for the TMC. Iteris will assist the City with review and coordination of the architectural design and construction.

#### **Task 5.3 –TMC Installation/Integration**

Iteris will install the video wall equipment and software at the TMC to allow the TMC software and systems to be viewed and controlled on the TMC video wall.

#### **Task 5.4 – Remote Video Sharing**

Iteris will configure the Cisco video management software to monitor and video from the City TMC and to allow the City to share video via the BVCNet. Iteris is not responsible for any upgrades to the BVCNet software, which is maintained by others for use by the City.

## **Exhibit A**

### **SCOPE OF WORK**

At a future time, the City plans to implement a remote Police Department workstation (PD Workstation) for the sharing of video data from the City TMC. Iteris' integration of the TMC will be completed to allow for this future feature to be completed by the City. Iteris will assist City IT to determine the requirements to implement the PD Workstation, but the implementation of the PD Workstation is not including in Iteris' Year 1 scope.

#### **Task 5.5 – Traffic Signal System Upgrades Installation and Integration**

The City of College Station currently uses the Actra central software to monitor and communicate with each signalized intersection. The City's current version of Actra is not supported by the vendor. Therefore, Iteris will upgrade the City's Actra software with Tactics 3.0. Iteris staff will prepare the Tactics system and database with the information and configuration parameters necessary to communicate with the field devices.

Iteris will work with the City Traffic and IT staff in providing the appropriate region and intersection graphics to be integrated into Tactics. Iteris staff will install Tactics on the workstations, will configure Tactics and integrate with the field devices. The City is migrating to a virtual server environment. Iteris staff will work with the City installing Tactics on a virtual server environment. Iteris will work with City IT in determining the appropriate server storage requirements.

The Tactics installation and integration will include a remote Tactics workstation implemented at the City's Signal Shop. Currently, the Signal Shop operated a PC that supports Actra and serial communications, which will be replaced with Tactics and Ethernet communications. City IT will provide the PC and other computer equipment to support the upgrade to the remote Tactics workstation. The remote Tactics workstation will be a remote workstation on the City's network with access to the Tactics server.

Iteris will also integrate the other traffic signal system upgrades implemented as part of the Year 1 scope including the Travel Time System, the video detection system, the video wall, video management software, remote TMC workstation, and communications network, to achieve the Traffic Signal System requirements as detailed in the Task 2 report.

The TMC equipment is detailed below.

1. Servers will be furnished by City.
2. Two workstations each with dual monitors will be furnished by City.
3. One workstation at the Signal Shop will be furnished by the City
4. City TMC furniture, including the TMC console, will be furnished by the

## **Exhibit A SCOPE OF WORK**

City

5. Iteris will configure and install a Planar 4 by 2 (8 monitors total) 55-inch monitor LED video wall with VCS

### **Assumptions:**

1. The City shall be responsible for all architectural and civil design aspects of the City TMC
2. The City will provide region and intersection maps
3. The City will provide all equipment not identified in Table 1 as being provided by Iteris and that is necessary to install and integrate a fully functioning system, including rack space for TMC computer equipment
4. The City will provide a suitable location to install all Tactics servers and workstations
5. The City will provide access to the local area network (LAN) infrastructure to access the City's network

### **Deliverables (some deliverables may be combined):**

1. Site Readiness Review Completion Notice
2. Equipment Installation/Integration Completion Notices
3. Tactics Installation/Integration Completion Notices

### **Task 6: Signal Shop TMC Design**

Iteris shall complete the design of the remote TMC to be located in the signal shop. The area allocated for the TMC area is approximately 25 feet by 33 feet and will accommodate an office space (15 feet by 20 feet) a bathroom (9 feet by 9 feet) and the TMC area (16 feet by 18 feet).

#### **Task 6.1 – Remote TMC Design**

The City of College Station desires a remote TMC in the traffic signal shop to allow the signal technicians to monitor and make timing plan changes from their office. The remote TMC shall consist of a two-person traffic management work station area, two workstation PCs each with two computer monitors per workstation, to be furnished and installed by the City with Iteris oversight.

Iteris shall develop a layout and supporting details to install and integrate the remote TMC to the field network. These drawings shall be architectural and schematic in nature, but not at a construction letting level. The City will procure the services of an Architectural/Engineering firm to prepare the

**Exhibit A**  
**SCOPE OF WORK**

construction level drawings for the Signal Shop upgrades, including the TMC. Iteris will provide technical input and review of the construction level drawings.

Iteris, working with the City Information Technology (IT) Department, will develop the communication plan meeting all of the City's IT requirements. Iteris and City staff will review the location where the Remote TMC equipment and software will reside.

**Deliverables:**

1. Remote TMC Design Plans

**Task 7: System Verification**

Iteris shall develop system verification test plans and perform verification testing to complete the fully functioning integrated traffic signal system.

**Task 7.1 – Develop Verification Test Plans**

Iteris staff will develop the Verification Test Plan to test the installation of the Signal System upgrades in the field and TMC against the requirements. The Verification Test Plan will be based upon the system and functional requirements for the software and equipment installed.

**Task 7.2 – System Test**

Iteris staff will conduct a system test of the Signal System upgrades. The system test procedures will follow the approved test plan approved in Task 7.1.

**Task 7.3 – Final Test**

Upon completion of the System Test in Task 7.2, the system will enter into a 30-day operational test period. During this period, Iteris will monitor the system remotely and identify/address all anomalies. City of College Station staff will also log all system anomalies. Final testing will be conducted jointly between City of College Station traffic staff and Iteris staff. The test procedures will involve the following steps.

1. Iteris and City staff will execute the test plan on the delivered system
2. Iteris staff will develop a punch list of any outstanding items
3. The city will review and approve the punch list
4. Iteris will provide any required software fixes and/or configuration changes
5. Iteris and City staff will perform testing on the punch list items

**Exhibit A**  
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6. The City will sign off and accept the system

**Deliverables (some deliverables may be combined):**

1. Verification Test Plans
2. System Testing Report
3. 30-day Operational Test Completion Notice
4. Final Testing Punch List

**Task 8: Training**

Iteris shall provide one 2-day on-site, hands-on training class with full set of training materials. The training will focus on operations and administrative functions.

The training effort will allow the system users to become knowledgeable on the Tactics central control software, the IP CCTV camera system, the video detection system, the travel time system, and the video wall. The system operators will also learn the basics required for supporting and expanding the system.

The training will be conducted over a two-day period. An outline of the training will be developed and presented to the City for review, comment and approval prior to conducting the first training session.

During training, questions are encouraged and will be answered as they arise. In addition, time at the end of the training session will be provided for additional questions/discussion, and review of the covered material. The course will have hands on and problem solving activities.

The training session will consist of making the system operators proficient in the Iteris installed systems and equipment. The overall emphasis will be oriented towards a workstation environment on how to command and control field devices. This will also include remote access training (i.e. accessing the system from a laptop or remote computer if one has proper clearance).

**Assumptions:**

1. Training shall utilize previously developed training materials
2. The City shall provide the use of a suitable training facility with instructor and student workstations and presentation equipment

**Deliverables (some deliverables may be combined):**

1. Training course outline and materials

**Exhibit A**  
**SCOPE OF WORK**

2. Two-day Operator training
3. System Administrator training

## Exhibit A SCOPE OF WORK

**Figure 1 – Schedule**

		March	April	May	June	July	August	September
Task 1	Project Management							
Task 2	Traffic Signal System Upgrade Plan							
Task 3	Field Equipment							
	Finalize Field Hardware Details							
	Hardware Procuremnt							
Task 4	Field Equipment Installation & Verification							
	Field Hardware Delivery							
	Field Hardware Configuration							
	Field Hardware Installation							
Task 5	City TMC							
	Design							
	Hardware Procuremnt							
	Installation by City							
	Installation by Iteris							
	System Installation and Inegration							
Task 5	Remote TMC Design							
Task 7	System Verification							
	Develop Test Plan							
	System Testing							
	Final Testing							
Task 8	Training							

**Exhibit A  
SCOPE OF WORK**

**Table 1 – Iteris Furnished Equipment and Software by Location**

Field Equipment								
		MMU	COMMUNICATION		CCTV	TRAVEL TIME	DETECTION	
INTERSECTION		MMU	Fiber Ethernet Switch	Wireless Radio	IP CCTV w/ mount bracket (Locations TBD)	Bluetooth/ Wifi (Locations TBD)	Edge Connect	VIVIDIS Upgrade (WDR Cameras)
1	University & Copperfield	1	1	1			1	
2	University & Glenhaven	1	1				1	
3	University & Forest	1	1				1	
4	University & Springloop	1	1				1	
5	Tarrow & Springloop	1	1				1	
6	University & E. Tarrow	1	1				1	
7	University & Tarrow	1	1				1	
8	University & Texas		1					
9	University & Polo	1	1				1	
10	University & 308	1	1					
11	University & Spence	1	1				1	
12	University & Nagle	1	1					
13	University & Asbury	1	1				1	
14	University & Houston	1	1				1	
15	University & Boyett	1	1				1	
16	University & Wellborn	1	1				1	
17	University & Agronomy	1	1	1			1	
18	University & Vet School	1	1				1	
19	University & Discovery	1	1	1			1	
	Quantity	18	19	3	0	0	16	0
20	Harvey Mitchell & F&B	1	1	1			1	
21	Harvey Mitchell & George Bush	1	1				1	
22	Wellborn & George Bush	1	1				1	
23	Wellborn & Joe Routt	1	1				1	
24	Wellborn & Old Main	1	1				1	
	Quantity	5	5	1	0	0	5	0
25	George Bush & Jones Butler	1	1	1				
26	George Bush & Olsen	1	1	1				
27	George Bush & Houston	1	1	1			1	
28	George Bush & Dexter	1	1	1			1	
29	George Bush & Timber	1	1	1				

**Exhibit A  
SCOPE OF WORK**

Field Equipment								
		MMU	COMMUNICATION		CCTV	TRAVEL TIME	DETECTION	
INTERSECTION		MMU	Fiber Ethernet Switch	Wireless Radio	IP CCTV w/ mount bracket (Locations TBD)	Bluetooth/Wifi (Locations TBD)	Edge Connect	VIVIDS Upgrade (WDR Cameras)
30	George Bush & Anderson	1	1	1				
31	George Bush & Dominik	1	1				1	
	Quantity	7	7	6	0	0	3	0
32	Harvey & George Bush	1	1					
33	Harvey & Dartmouth	1	1					
34	Harvey & Munson	1	1					
35	Harvey & Post Oak Mall West	1	1					
36	Harvey & Post Oak Mall	1	1					
37	Harvey & Copperfield	1	1					
	Quantity	6	6	0	0	0	0	0
38	Holleman & Dartmouth	1	1				1	
39	Holleman & George Bush	1	1				1	
40	Holleman & Anderson	1	1					
41	Holleman & Glade	1	1				1	
42	Holleman & Welsh	1	1				1	
43	Holleman & Wellborn	1	1				1	
	Quantity	6	6	0	0	0	5	0
44	Southwest & Wellborn	1	1					
45	Southwest & Welsh	1	1					
46	Southwest & Southwood	1	1					
47	Southwest & Glade	1	1					
48	Southwest & Anderson	1	1					
49	Southwest & Dartmouth	1	1					
	Quantity	6	6	0	0	0	0	0
50	Harvey Mitchell & Longmire		1	1			1	
51	Harvey Mitchell & Southwood		1	1				
52	Harvey Mitchell & Rio Grande	1	1	1				
53	Harvey Mitchell & Welsh	1	1	1			1	
54	Harvey Mitchell & Wellborn N.	1	1				1	
55	Harvey Mitchell & Wellborn S.	1	1				1	
56	Harvey Mitchell & Holleman	1	1				1	

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Field Equipment								
		MMU	COMMUNICATION		CCTV	TRAVEL TIME	DETECTION	
INTERSECTION		MMU	Fiber Ethernet Switch	Wireless Radio	IP CCTV w/ mount bracket (Locations TBD)	Bluetooth/Wifi (Locations TBD)	Edge Connect	VIVIDS Upgrade (WDR Cameras)
57	Harvey Mitchell & Luther	1	1				1	
	Quantity	6	8	4	0	0	6	0
58	Rock Prairie & Wellborn	1	1				1	
59	Rock Prairie & Victoria/Welsh	1	1				1	
60	Rock Prairie & Rio Grande	1	1				1	
61	Rock Prairie & Longmire	1	1				1	
	Quantity	4	4	0	0	0	4	0
62	Barron Rd. & Victoria Ave.	1	1					
63	Barron Rd. & William D. Fitch	1	1					
64	William D. Fitch & Arrington	1	1	1				
65	William D. Fitch & Lakeway	1	1	1				
66	Longmire & Decon	1	1				1	
	Quantity	5	5	2	0	0	1	0
67	Texas & Decon	1	1	1				
68	Texas & Harvey Mitchell	1	1				1	4
69	Texas & Krenek Tap	1	1				1	
70	Texas & Southwest	1	1				1	4
71	Texas & Brentwood	1	1				1	4
72	Texas & Manuel	1	1				1	4
73	Texas & Holleman	1	1				1	4
74	Texas & Harvey	1	1				1	3
75	Texas & George Bush	1	1				1	
76	Texas & Walton	1	1					
77	Texas & Lonestar	1	1					
	Quantity	11	11	1	0	0	8	23
78	Misc. Intersections		2					
	<b>Total Field Equipment Quantity</b>	<b>74</b>	<b>79</b>	<b>17</b>	<b>25</b>	<b>22</b>	<b>48</b>	<b>23</b>
TMC Equipment & Software								
Location		Tactics 3.0 Software	Planar Video Wall	Cisco Video Management System	Vantage View Software			
	TMC	1	1	1	1			
	Quantity	1	1	1	1	0	0	0

**Exhibit B**  
**THIRD PARTY LICENSES, PRODUCTS AND WARRANTIES**

**1. Tactics 3.0 Software License and Warranty.**

- a.** The Software License and Warranty for the Tactics 3.0 software is set forth in the Siemens Industry, Inc. Software License/Warranty Addendum dated March 1, 2010 (Rev.1) as provided on the following page.
- b.** Iteris hereby transfers the Software License and Warranty for the Tactics 3.0 software to the City in accordance with the provisions of Section 1 (b) of the Software License and Warranty.
- c.** As specified in the Software License and Warranty, Iteris is the “Buyer” and City is the “Siemens-authorized transferee”.
- d.** During the 12-month period following City acceptance of the Final Test, Iteris shall provide warranty administration and the first contact support for any license or warranty services. Siemens will provide warranty services to City as a supplier to Iteris.

**Exhibit B**  
**THIRD PARTY LICENSES, PRODUCTS AND WARRANTIES**

**Siemens Industry, Inc.**  
**Software License/Warranty Addendum**  
**March 1, 2010 (Rev. 1)**

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March 1, 2010 (Rev. 1) / Legal

**Exhibit B**  
**THIRD PARTY LICENSES, PRODUCTS AND WARRANTIES**

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**Exhibit B**  
**THIRD PARTY LICENSES, PRODUCTS AND WARRANTIES**

- 3. Planar Systems, Inc. Large Format and Video Wall LCD Products Standard Limited Warranty**
  - a. The Planar Standard Limited Warranty dated June 1, 2014 is set forth in the following five pages.
  - b. Iteris is an authorized distributor for Planar.
  - c. During first 12-months following installation, Iteris shall provide warranty administration and the first contact support for any warranty services. Planar will provide warranty services to City as a supplier to Iteris.



# Planar Systems, Inc. (“Planar”)

## Large Format and Video Wall LCD Products

### Standard Limited Warranty

Congratulations on your purchase of a Planar Large Format or Video Wall LCD! With proper installation, setup and care, you should enjoy many years of unparalleled image quality, reliability, and performance.

This Standard Limited Warranty is provided free of charge by Planar with the purchase of a covered Planar product: Clarity™ Matrix, Planar® Mosaic™, Planar® EP-Series™, Planar® LookThru™, Planar® WeatherBright™, Planar® UltraRes™ Series, and Planar® UltraLux™ Series. The following terms and conditions of the Planar Standard Limited Warranty represent a contract between us, Planar, and you, the customer who has purchased a Planar large format or video wall LCD product from Planar or a Planar distributor or dealer. This Standard Limited Warranty applies to purchases of covered Planar products occurring on or after the effective date noted below. Planar reserves the right to change the terms of this warranty. Such changes shall apply to purchases of covered Planar products that occur on or after the effective date of the revised warranty.

#### **Features:**

- 3-year protection from defects in material and workmanship
- Advanced shipment of replacement part or product
- Access to 24x7 emergency phone support

#### **Warranty Coverage**

Planar warrants its products to be free from defects in material and workmanship during the warranty period provided below. If, in Planar’s determination, a product proves to be defective in material or workmanship during the warranty period, Planar will replace the defective part with a similar new or like new part. If the issue is deemed a manufacturing defect with the LCD, Planar will replace the product with a similar new or like new product. If replacement of the part or product is determined by Planar to not be commercially feasible, Planar will refund a prorata share of the purchase price (calculated based on the remainder of the warranty period and the then-current MSRP<sup>1</sup> of a similar product).

#### **Length of Warranty**

All large format and video wall LCDs are warranted for three (3) years from the date of shipment from Planar. All accessories, field replaceable units (FRUs), and Planar® Indisys™ integrated components which include, but are not limited to cables, remotes, power supplies, and controller boards purchased at the time of the initial product purchase are warranted for three (3) years from the date of shipment from Planar.

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<sup>1</sup> MSRP is defined as the most recent product price listed on Planar’s price list.

All accessories, field replaceable units (FRUs), and Indisys integrated components which include, but are not limited to cables, remotes, power supplies, and controller boards, purchased after the initial product purchase are warranted for ninety (90) days from the date of shipment from Planar.

## **Eligibility**

This Standard Limited Warranty covers product purchased from Planar or a Planar dealer or distributor and is valid only for the first customer who purchased the covered product. The Planar dealer or distributor may contact Planar Technical Support on your behalf in the event of a product defect. This warranty is not transferable. You may be required to provide evidence of proof of purchase.

## **Replacement Guidelines**

Planar's LCD products are designed to be easily serviceable by the customer. The majority of parts in each LCD are built as modules that can be replaced quickly; these modules are called Field Replaceable Units (FRUs). It is often easier and more cost effective for customers to replace modules than to send the entire display back to Planar's factory for repair. If the issue is deemed a manufacturing defect with the LCD panel, Planar will issue a replacement for a similar new or like new product. In the event of a product defect, please follow the warranty replacement procedure below:

1. Contact Planar Technical Support via email or phone. Email addresses are: (U.S) [ts@planar.com](mailto:ts@planar.com) OR (France) [emeats@planar.com](mailto:emeats@planar.com) . Technical support phone hotlines are: (U.S) 1-866-752-6271 or (France) +33 5 63 78 38 10
2. Provide the serial number, product model number, purchase date, description of the problem, and troubleshooting steps already attempted.
3. Planar Technical Support staff will attempt to correct any minor issues that might be causing the problem. If Planar is unable to resolve the problem through troubleshooting, a return material authorization (RMA) number will be issued for the defective part or product if it is determined that the claim was made within the coverage period of the Standard Limited Warranty and a replacement will be sent to the customer.
4. Planar will ship the replacement part or product via ground shipping (or the least expensive shipping method). Customer is responsible for excess charges for any other method of shipping that may be requested.
5. Upon receipt of the replacement part or product, customer should inspect the packaging and materials for shipping damage. Report all damage immediately to the carrier and/or Planar Service Representative.
6. Customer will have thirty (30) calendar days from the date of receipt of the Advance Replacement part or product to return the defective part or product to the Planar authorized return facility or Planar will invoice customer and customer shall pay Planar within thirty (30) calendar days from invoice date for the current market price of the Advance Replacement part or product. Planar reserves the right to refuse warranty service for a past due account. Customer shall:
  - a. Return the defective part or product in the box in which the Advance Replacement part or product was shipped. LCDs must be shipped on a pallet in a vertical position.
  - b. Return only the defective part or product. Planar will not be responsible for returning or

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<sup>1</sup> MSRP is defined as the most recent product price listed on Planar's price list.

- replacing any accessories (as mentioned in the Length of Warranty section) that are returned to Planar with the defective product.
- c. Return the part to the repair location specified by the Planar Service Representative. Clearly mark the RMA number on the shipping box. Verify that the RMA number on the shipping box matches the RMA number for the defective part being returned.
  - d. Customer is responsible for all return shipping charges, which include but are not limited to freight charges, taxes, duties, and insurance.

## **Warranty Exclusions**

This Standard Limited Warranty does not include or is limited by the following:

1. Products not purchased from Planar or an authorized Planar distributor or dealer.
2. Shipment delivery time and availability may vary based on origin and destination and Planar is unable to deliver to PO Box and FPO Box addresses.
3. Rental costs incurred by the customer in the event of product defect or failure.
4. Any product on which the serial number has been defaced, modified or removed.
5. Labor and/or travel costs for repairs, adjustments to display settings, installation services, or other labor costs incurred by customer in the event of product defect or failure.
6. Damage, deterioration, or malfunction resulting from:
  - A. Accident, abuse, misuse, neglect, improper ventilation, fire, explosion, water, lightning, or other acts of nature, smoke exposure (cigarette or otherwise), unauthorized product modification (including use of an unauthorized mount), or failure to follow instructions supplied with the product.
  - B. Any labor associated with repair, or attempted repair, by anyone other than Planar.
  - C. Any damage to the product due to shipment.
  - D. Any damage during the removal or installation of the product.
  - E. Causes external to the product, such as electric power fluctuations or failure.
  - F. Use of supplies or parts not meeting Planar's specifications.
  - G. Normal wear and tear.
  - H. Customer caused defects, including but not limited to: cracked LCD, scratched LCD, blemished LCD (dark spot larger than 1/16 inch), or scratched/defaced/altered plastics.
  - I. Any damage or dissatisfaction associated with latent images, "burn-in," or any other damage determined by Planar to be the result of customer use patterns.
  - J. Failure to follow maintenance procedures as outlined in the product's User Guide where a schedule is specified for regular maintenance of the product.
  - K. Any other cause, which does not relate to a product defect in material or workmanship.
  - L. Operating the display outside the suggested normal usage conditions stated in the User Guide.
  - M. Temporary Image Retention as a result of displaying a static image for long periods of time.
  - N. Cosmetic sagging, non-uniformity, image retention, shortened lifespan, and/or degraded optical performance as a result of using the display in an orientation different from the recommendations outlined in the product's User manual.
7. Any costs for on-site removal, installation, set-up, or other labor services.

## **Miscellaneous Return Issues**

1. Planar will not accept returned product unless the RMA number that has been previously issued by Planar is shown on the outside of the box.

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<sup>1</sup> MSRP is defined as the most recent product price listed on Planar's price list.

2. If the defective product is returned and determined to be excluded from warranty per any of the exclusions noted above, Planar reserves the right to charge the customer an amount not to exceed the Manufacturer's Standard Retail Price (MSRP<sup>1</sup>).
3. If product is returned and is deemed to be a No Fault Found (NFF) unit, Planar reserves the right to invoice the customer for cost incurred by Planar.
4. It is the responsibility of the customer to properly package the defective product and ship it to the address provided by the Customer Service representative with the RMA number prominently displayed. If the defective Product is not properly packaged by customer and is damaged in transit during its return to Planar, depending on method used, the customer may be charged for either the repair costs, if repairable, or the MSRP of a replacement product.
5. Replacement parts or product will assume the remainder of the original product's warranty or ninety (90) days, whichever is longer.
6. The customer agrees that they will retain the replacement part or product delivered by Planar and that the customer's returned defective part or product shall become the property of Planar.

For additional information or the name of the nearest Planar service center, contact your Planar distributor or call Planar at 1-866-752-6271 or at +33 5 63 78 38 10 or email us at [ts@Planar.com](mailto:ts@Planar.com) or [emeats@planar.com](mailto:emeats@planar.com).

## **Expanded Product Service Plans and Professional Service Options**

Planar offers expanded product service plans and professional service options for purchase by customer. Contact Planar for information at +33 5 63 78 38 10 or 1-866-752-6271 or email us at [emeats@planar.com](mailto:emeats@planar.com) or [ts@Planar.com](mailto:ts@Planar.com).

## **Exclusion of Implied Warranties**

PLANAR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY PROVIDED IN THE DOCUMENT. PLANAR EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Exclusion of Damages**

PLANAR'S MAXIMUM AGGREGATE LIABILITY IS LIMITED TO THE COST OF ONE OF THE FOLLOWING REMEDIES: (1) REPLACEMENT WITH A SIMILAR NEW OR LIKE NEW PRODUCT; OR (2) REFUND OF THE LESSER OF A PRO RATA SHARE OF THE CURRENT MSRP AS DETERMINED BY THE REMAINDER OF THE WARRANTY PERIOD IF REPLACEMENT OF THE PRODUCT IS NOT COMMERCIALY FEASIBLE. THE REMEDY CHOSEN WILL BE IN GOOD FAITH AND AT THE DISCRETION OF PLANAR.

PLANAR WILL NOT BE LIABLE FOR DAMAGE TO OTHER PROPERTY OR DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL OR FINANCIAL LOSS, EVEN IF PLANAR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.

PLANAR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ANY OTHER TYPE OF DAMAGES, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT,

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<sup>1</sup> MSRP is defined as the most recent product price listed on Planar's price list.



PRODUCT LIABILITY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

PLANAR WILL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST YOU BY ANY OTHER PARTY.

**Effect of Local Law**

This warranty gives you specific legal rights, and you may have other rights, which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

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<sup>1</sup> MSRP is defined as the most recent product price listed on Planar's price list.

**Exhibit C**  
**TACTICS MAINTENANCE AND SUPPORT**

**1. Tactics Maintenance and Support.**

- a. Tactics 3.0 maintenance and support will be provided under the Siemens Pro Support Plan, which includes both Basic Support and Pro Support as described in Sections 2 and 3 below.
- b. During the initial 12-month period following City acceptance of the Final Test and any subsequently authorized Annual Maintenance and Support period, Iteris shall provide the first contact support for any maintenance and support services. Siemens will provide maintenance and support services to City as a supplier to Iteris.
- c. Tactics Maintenance and Support fees for the initial 12-month period following City acceptance of the final test are included in the Agreement Amount as set forth in Section 2 item a. of this Agreement.
- d. Tactics Maintenance and Support Fees are \$11,000.00 for any Annual Tactics Maintenance and Support period authorized in years 2 through 4 following the initial 12-month period.

**2. Basic Support**

The **Basic Support Plan** provides the City with unlimited telephone, email priority, and remote access support for one year. City is allowed unlimited email and telephone support from the Siemens ITS Technical Support Center as outlined below:

- a. Telephone Support – available Monday through Friday during normal business hours. The Technical Support Desk telephone number is (877) 420-2070.
- b. Email Support – email support is available 24 hours per day, seven days per week. The Technical Support Center email address is STSSupport.mobility@siemens.com.
- c. Public Webinars – Siemens hosts Public Informational Webinars which the City will be invited to attend at no charge. Obtain the latest feature overview and information about product development and services offered by Siemens.

**3. Pro Support Plan – Includes Basic Support AND**

- a. Database Optimization – Maximize storage, improve performance, reduce unexpected downtime, and reduce software compatibility issues.
- b. Annual Health Check – Onsite visit by a Siemens technician for a complete system check to improve overall system performance, reduce unexpected downtime and reduce software compatibility issues.
- c. Remote Access Support – Remote access support is available Monday through Friday normal business hours.

Remote access is a connection from the Siemens Technical Support Center to

**Exhibit C**  
**TACTICS MAINTENANCE AND SUPPORT**

the customer's system workstation/server through a secure virtual connection. The City has a visible view of operator functions during the connection. This support is provided with the acceptance that it is the customer's responsibility to provide a secure connection accessible to Siemens Technical Support Center.

d. Software Updates – Unlimited software updates will be provided during the year, if new releases are available. The updates will come as a CD only and do not include additional support for installation of the updates. The updates will be available to the service plan holder for the term of the service plan. The update will be subject to the current license agreement and the number of licensed users. The one year time frame is calculated from date of execution of the current service contract. Updates are not provided for software products other than the original purchased package and do not cover features not listed in the original sales order.

e. Product Training Classes – 1 Day training class in Austin, Texas on Tactics on how to use new features and functionality for up to 10 people.

**Exhibit D**  
**Payment Terms**

1. **Agreement Amount**

Iteris shall not take any action whatsoever that could cause the amount for which the City would be obligated to pay to Iteris to exceed the Agreement Amount set forth in Section 2 of the Agreement. Notwithstanding any other provisions of this Agreement, the City shall not be obligated to pay to Iteris any amount in excess of the aforementioned sum, provided however, that this sum may be increased from time to time by The City in writing.

2. **Compensation – Firm Fixed Price (Ffp) – Services And Fixed Unit Prices – Hardware/Software**

a. As total compensation for Scope of Work to be performed by Iteris as specified in this Agreement, the City shall pay Iteris the fixed price amount specified in 2b below for each of Tasks 1, 2, 4, 5, 6, 7 and 8 and the fixed unit price specified in 2c below for each unit of equipment delivered under Task 3. Such fixed price amounts and fixed unit prices shall be inclusive of all Iteris' cost (i.e., labor, overhead, material, travel, subsistence, other costs, expenses, etc.) and profit or fee. The City shall not have any liability for any other costs or expenses incurred by Iteris in performance of Work.

b. Task 1, 2, 4, 5, 6, 7 and 8 Prices

<b><u>Description</u></b>	<b><u>Price</u></b>
Task 1 - Project Management	\$22,792.00
Task 2 - Traffic Signal System Upgrade Plan	\$85,846.00
Task 4 - Field Equipment Installation & Verification	\$38,926.00
Task 5 - Court Building TMC	\$105,893.00
Task 6 – Signal Shop Remote TMC	\$11,360.00
Task 7 – System Test	\$28,579.00
Task 8 – Training	<u>\$23,386.00</u>
Subtotal	\$316,782.00

**Exhibit D**  
**Payment Terms**

c. Task 3 Quantity, Unit Prices, and Extended Amounts

<u>Description</u>	<u>Qty</u>	<u>Fixed</u> <u>Unit Price</u>	<u>Ext. Amount</u>
<b>Field Equipment</b>			
Malfunction Management Unit	74	\$ 742.00	\$ 54,908.00
Fiber Ethernet Switch	79	\$ 1,298.00	\$ 102,542.00
Wireless Radio	17	\$ 1,873.00	\$ 31,841.00
IP CCTV with mounting hardware	25	\$ 4,242.00	\$ 106,050.00
Iteris Vantage Velocity Bluetooth/Wireless	22	\$ 1,818.00	\$ 39,996.00
Iteris Vantage EdgeConnect	48	\$ 2,323.00	\$ 111,504.00
Vivids Upgrades (WDR Cameras)	23	\$ 960.00	\$ 22,080.00
Subtotal Field Equipment			\$ 468,921.00
<b>TMC Equipment and Software</b>			
Siemens Tactics 3.0 Software & License	1	\$ 57,500.00	\$ 57,500.00
Planar Video Wall	1	\$ 98,059.00	\$ 98,059.00
Cisco Video Management System	1	\$ 25,000.00	\$ 25,000.00
Iteris VantageView Software & License	1	\$ 5,000.00	\$ 5,000.00
Subtotal TMC Equipment & Software			\$ 185,559.00
Total Equipment and Software			\$ 654,480.00

d. Total Amount Items (2b) and (2c) \$971,262.00

3. **Invoices**

a. Services. Iteris may invoice services for Tasks 1, 2, 4, 5, 6, 7 and 8 based upon the percentage of completion claimed for each task as reported in the monthly progress report. Each invoice shall provide a detailed listing of each Task and the percentage of completion claimed, the total billable amount based upon percentage of completion, the amount previously billed, and the net current billable amount.

b. Equipment and Software. Iteris may invoice equipment and software for Task 3 at the fixed unit price for each unit delivered during the month to the City-designated location as documented by delivery notice.

**Exhibit E**  
**Insurance Requirements**

1. The Contractor agrees to maintain, at the Contractor's sole expense throughout the term of the Contract, the following insurance as required in this Contract:

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

2. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the insurance coverage requirements. All Certificates of Insurance, issued by the carrier or the carrier's agent on the most current State of Texas Department of Insurance-approved forms, shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit F, and approved by the City *before* work commences.

**3. Commercial General Liability Insurance:**

- a. Coverage shall be written by a carrier licensed and authorized to do business in Texas, and 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 with a \$2,000,000 annual aggregate limit.
- c. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for City's review and acceptance.
- d. The coverage shall include but not be limited to: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground (XCU) coverage.
- e. The policy shall be endorsed to list the City as Additional Insured, to waive rights of subrogation in favor of the City, and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.
- f. The policy shall be endorsed to show the policy shall not be canceled, non-renewed, or reduced in limits of liability except after thirty (30) days'

**Exhibit E**  
**Insurance Requirements**

written notice has been provided to the City.

**4. Business Automobile Liability Insurance:**

- a. Coverage shall be written by a carrier licensed and authorized to do business in Texas, and rated A: VIII or better in accordance with the current A. M. Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- c. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- d. The coverage shall include any autos, owned autos, leased or rented autos, hired and non-owned autos.

**5. Workers' Compensation Insurance**

The Workers' Compensation Insurance shall include the following terms:

- a. Employer's Liability limits of \$1,000,000 for each accident/disease/employee is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- c. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All Other States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

**6. Professional Liability Insurance:**

- a. Coverage shall be written by a carrier licensed and authorized to do business in Texas, and 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, availability of a 24-month extended reporting period shall be required.

**Exhibit F**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/10/2015

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

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

<b>PRODUCER</b> Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	<b>CONTACT NAME:</b> Corinne Ford	
	<b>PHONE (A/C, No., Ext):</b> 415-391-2141	<b>FAX (A/C, No):</b> 415-989-9923
<b>E-MAIL ADDRESS:</b> cford@wsandco.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Berkley National Insurance Company		38911
<b>INSURER B:</b> Illinois Union Insurance Company		27960
<b>INSURER C:</b> Zurich American Insurance Company		16535
<b>INSURER D:</b> American Guarantee and Liability In		26247
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** ITERINC-01  
 Iteris, Inc.  
 1700 Carnegie Avenue, Suite 100  
 Santa Ana CA 92705-5551

**COVERAGES** **CERTIFICATE NUMBER:** 104229632 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded. None <input checked="" type="checkbox"/> BI Ded. None GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	CP05532880	4/1/2014	4/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CP05532880	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Owned/Hired Comp/Coll \$Ded's \$500
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			AUC5532881	4/1/2014	4/1/2015	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	TWC700100812	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Clamis Made Form Retro-Date 01/01/1991			G21656045011	4/1/2014	4/1/2015	Limit \$5,000,000/ Deductible \$50,000 Agg \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Traffic Signal System Integration Services  
 City of College Station, its officials, agents, employees and volunteers are included as Additional Insured, coverage is considered Primary and Non-Contributory and Notice of Cancellation applies with respect General Liability and Auto Liability per forms attached.  
 Waiver of Subrogation applies with respects General Liability, Auto Liability and Workers' Compensation per forms attached.

### CERTIFICATE HOLDER

### CANCELLATION

College Station, City of Ms. Cheryl Turney, Asst. Director of Fiscal Servic 1101 Texas Avenue College Station TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

RE: Traffic Signal System Integration Services

City of College Station, its officials, agents, employees and volunteers are included as Additional Insured, coverage is considered Primary and Non-Contributory and Notice of Cancellation applies with respect General Liability and Auto Liability per forms attached.

Waiver of Subrogation applies with respects General Liability, Auto Liability and Workers' Compensation per forms attached.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ZURICH

# Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem
CPO5532880	04/01/2014	04/01/2015	04/01/2014	0329598	N/A	N/A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

### SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of College Station PO Box 9960 1101 Texas Avenue College Station, TX 77842	30

All other terms and conditions of this policy remain unchanged.



ZURICH

# Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO5532880	04/01/2014	04/01/2015	04/01/2014	0329598	N/A	N/A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Automobile Coverage Part**

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

**SCHEDULE**

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of College Station PO Box 9960 1101 Texas Avenue College Station, TX 77842	30

All other terms and conditions of this policy remain unchanged.

Policy No.	Eff. Date of Pol	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem
CPO5532880	04/01/2014	04/01/2015	04/01/2014	0329598	N/A	N/A

<b>19</b>	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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#### B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage

#### C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto"
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

#### SECTION II – LIABILITY COVERAGE

##### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident"

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements

##### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

**2. Coverage Extensions**

**a. Supplementary Payments**

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

**b. Out-of-state Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

**B. Exclusions**

This insurance does not apply to any of the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

**2. Contractual**

Liability assumed under any contract or agreement

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

**3. Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

### Schedule

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Operations -

Premium - 2% of the total premium - subject to a minimum annual premium of \$250.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	Policy No.	Endorsement No.
	TWC700100812	
Insured		Premium
Iteris, Inc.		
Insurance Company:	Countersigned by	_____
Berkley National Insurance Company		

Policy No.	Eff. Date of Pol	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem
CPO5532880	04/01/2014	04/01/2015	04/01/2014	0329598	N/A	N/A

## General Liability Supplemental Coverage Endorsement Technology



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

#### A. Broadened Named Insured

1. The following is added to **Section II – Who Is An Insured**:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

#### B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

### C. Insured Status – Employees

Paragraph 2.a.(1) of Section II **Who Is An Insured** is replaced by the following

2. Each of the following is also an insured

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed

### D. Additional Insureds – Lessees of Premises

Section II – **Who Is An Insured** is amended to include as an insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply:

- (1) To liability arising out of such person's or organization's sole negligence; or
- (2) After the person or organization ceases to lease or rent premises from you

**E. Additional Insured – Vendors**

The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

**Section II - Who Is An Insured** is amended to include as an insured any person or organization (referred to below as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional provisions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Subparagraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

**F. Additional Insured – Managers, Lessors or Governmental Entity**

**Section II – Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and

resulting directly from:

- a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
- b. Ownership, maintenance, occupancy or use of premises by you; or
- c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization:
  - (1) For "bodily injury", "property damage" or "personal and advertising injury" arising out of its sole negligence;
  - (2) Included as an insured under Paragraph 3. of Section II – Who Is An Insured;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
  - (1) Owners or other interests from whom land has been leased by you; or
  - (2) Managers or lessors of premises, if:
    - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
    - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
    - (c) The premises are excluded under this Coverage Part

**G. Damage to Premises Rented or Occupied by You**

1. The last paragraph under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner

#### H. Broadened Contractual Liability

Definition 9. in Section V – Definitions is replaced by the following

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities

#### I. Definition – Specific Perils

The following definition is added to Section V – Definitions:

"Specific perils" mean:

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;

The following paragraphs are added to Paragraph 2., **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

**X. Other Insurance Condition**

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions** are replaced by the following:

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. This insurance is primary insurance as respects our coverage to the additional insured person or organization where the written contract or written agreement requires that this insurance be primary and non contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured. Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

**b. Excess Insurance**

(1) This insurance is excess over

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis.

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others at a jobsite; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Y. Unintentional Failure to Disclose All Hazards**

Paragraph 6. Representations of Section IV – Commercial General Liability Conditions is replaced by the following

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

**Z. Waiver of Right of Subrogation**

Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions is replaced by the following:

**8. Transfer Of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part.

The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**AA. Liberalization Condition**

The following condition is added to **Section IV – Commercial General Liability Conditions**:

**Liberalization Clause**

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem
CPO5532880	04/01/2014	04/01/2015	04/01/2014	0329598	N/A	N/A

## SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### 3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

#### 4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

## B. General Conditions

### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

### 2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

### 3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

### 5. Other Insurance

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract"

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

### 6. Premium Audit

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

### 7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
  - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.



Legislation Details (With Text)

<b>File #:</b>	15-0098	<b>Version:</b>	1	<b>Name:</b>	Re-Naming of Raintree Park to Art and Myra Bright Park
<b>Type:</b>	Resolution	<b>Status:</b>			Consent Agenda
<b>File created:</b>	2/18/2015	<b>In control:</b>			City Council Workshop
<b>On agenda:</b>	2/26/2015	<b>Final action:</b>			
<b>Title:</b>	Presentation, possible action, and discussion regarding a Resolution changing the name of Raintree Park to Art and Myra Bright Park.				
<b>Sponsors:</b>	David Schmitz				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">NAMING OF CITY FACILITIES AND SUB-FACILITIES APPROVED.pdf</a> <a href="#">Art and Myra Bright Park FINAL.pdf</a> <a href="#">Raintree ReNaming Resolution.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a Resolution changing the name of Raintree Park to Art and Myra Bright Park.

**Recommendation(s):** Staff recommends approval.

**Summary:** The request for re-naming of Raintree Park to Art and Myra Bright Park comes from Henry Wittner, who represents the Raintree neighborhood where Raintree Park is located. The Brights were long-time residents of College Station and particularly, the Raintree neighborhood, having built the first home in the Raintree subdivision. During that time, they were instrumental in donating of their time and resources to several community organizations. Art Bright was an A&M graduate, whose accomplishments included teaching math, coaching and serving as principal at A&M Consolidated High School; work as the Energy Manager at CSISD upon his retirement from teaching; volunteer work with children and being the superintendent on approximately 25 Habitat of Humanity homes. His wife, Myra Bright, worked for twenty years at the Texas Transportation Institute, retiring as the Assistant Director of Fiscal Affairs. She has played organ for the Faith Church in College Station for over 40 years, also volunteering with her husband in constructing Habitat for Humanity homes in the City and has devoted countless hours to residents of the Hudson Creek Alzheimer's Care Unit.

The City Naming of Facilities and Sub-Facilities Policy sets forth the guidelines for naming and changing of names for Park facilities. The Brights meet those guidelines under Sections B and C (Art Bright having died January 4, 2015).

**Budget & Financial Summary:** NA

**Attachments:**

- 1) College Station guidelines for the City Facilities Naming Policy
- 2) Raintree Park re-naming request
- 3) Resolution

# CITY OF COLLEGE STATION

## NAMING OF CITY FACILITIES AND SUB-FACILITIES

*Approved May 24, 2012*

### **PURPOSE**

To establish uniform procedures and criteria for the naming of City-owned facilities and sub-facilities located in the City of College Station.

### **DEFINITIONS**

**Facility:** Major City-owned buildings, parks and trails built for permanent use.

**Sub-Facility:** Minor City-owned structures within a Major Facility, including but not limited to: swimming pools, pavilions, tennis courts, large water features, trail sections or meeting rooms.

### **POLICY**

The City Council shall have the authority to name City-owned facilities and sub-facilities according to the procedures and criteria established below.

#### **General Naming Criteria and Guidelines.**

In order to be considered a qualifying name, the proposed name for a facility or sub-facility must satisfy one of the following criteria:

- A. Be descriptive of a geographic location or a significant natural feature in or near the facility, or an adjoining subdivision, street, or school.
- B. Commemorate historical events, groups or individuals that remain of continued importance to the City, region, State, and/or Nation.
- C. Commemorate individuals who are deceased and have a history of exceptional community service or contributions to the facility's best interests and purposes, such as:
  - a. Involvement in a leadership role in civic organizations that are devoted to community improvement;
  - b. Assistance to the underprivileged, as well as people with physical or intellectual disabilities;
  - c. Active promotion of effective programs for youth or senior citizens within the community;
  - d. Active promotion of and organizing community events and activities that have enriched the quality of life within the community;
  - e. Active promotion of and directed efforts to improve the aesthetic appearance and environmental quality of the community; or

- f. Leading efforts to collect, promote and retain the historical heritage of the community.
- D. Commemorate individuals who made significant contributions to the City's acquisition or development of the facility.
  - a. If a facility is named to commemorate or honor an individual or group, the relative importance of the facility to be named after the individual or group should match the respective stature, characteristics and contributions. The following circumstances may be considered in naming of a facility after a donor, benefactor or group:
    - i. Land for the majority of the facility was deeded to the City;
    - ii. Contribution of a minimum of 50% of the capital construction costs associated with developing the facility; or
    - iii. Provision of an endowment for at least 50% of a facility's estimated useful life for the continued maintenance and/or programming of the facility.
  - b. The City Council may alter these guidelines if deemed necessary.
  - c. The City reserves the right to utilize criminal background checks as part of the vetting process in order to ascertain an honoree's good character.
- E. Recognize organizations involved in a public-private partnership with the City that have made significant financial or capital contributions to the acquisition or development of the facility. This includes any Naming Rights Agreement approved by City Council.
- F. Have historical, cultural, or social significance for future generations.
- G. Research indicates that the area around the facility, or the facility itself, has been commonly named in an unofficial capacity by residents.

**Restrictions on the Naming of Public Facilities and Sub-Facilities.**

- A. No duplication of other facility's or sub-facility's names To minimize confusion, facilities will not be subdivided beyond the level of sub-facilities for the purpose of naming unless there are readily identifiable physical divisions such as roads or waterways.
- B. Facility names that might be considered discriminatory or derogatory will not be considered.
- C. Facility names will not advocate for or promote a current political figure, political affiliation, ideology or religion.

## **PROCEDURE**

### **Guidelines for Naming Process**

#### ***Naming of Major Facilities***

- A. A permanent name for the facility should be finalized no later than the 50% completion mark in the construction or acquisition process.
  - a. Prior to the permanent naming of a facility, the location shall be referred to by its address or location designation until the facility is given an official name.
- B. The City will utilize a Council Facilities Task Force to facilitate the naming of facilities.
- C. The Council Facilities Task Force will proceed with the naming of a facility according to the following:
  - a. The facility naming process is initiated with the approval of the design, construction or acquisition of a facility.
  - b. The City Council may choose from a variety of sources for name recommendations (i.e. Council member, staff or donor recommendations, historical review of the site, recommendations from the Parks and Recreation Advisory Board, recommendations from previous owners, etc.). Names may be suggested by citizens and/or community groups by submission to the Mayor, City Council or City Manager.
  - c. Names may be submitted by the departmental owner of the facility, executive management, the Mayor or members of the City Council.
  - d. All names for City facilities will be approved by a majority City Council vote regardless of the source of the name's recommendation.

#### ***Naming of Sub-Facilities***

- A. All requests for the naming or renaming of a sub-facility shall be made in writing to the Director of Parks and Recreation for parks sub-facilities or to the City Manager for all other sub-facilities. Written requests should at a minimum contain the following:
  - a. The proposed name;
  - b. Reasons for the proposed name;
  - c. Written documentation indicating community support for the proposed name (if applicable);
  - d. If proposing to name a facility within a park, include a description/map showing the location of the facility; and
  - e. If proposing to name a facility after an individual, group, donor or benefactor, include documentation of that person or group's significance and good reputation in the City's, State's, or Nation's history. Please refer to the commemorative naming conditions for an individual found in this policy.
- B. Upon receipt, the Director of Parks and Recreation or the City Manager will:

- a. Review the proposed request for its adherence to the policies of the City of College Station and
  - b. Ensure that supporting information has been authenticated, particularly when an individual's name is proposed as the facility's or sub-facility's name.
- C. When deemed appropriate, the City Manager will recommend the Facilities Task Force review sub-facility renaming suggestions.
- D. The Facilities Task Force will review the sub-facility naming request at a Facilities Task Force meeting and make a recommendation to the City Council. In all cases, the City Council will have the final authority in accepting or rejecting the naming proposal by majority.

**Guidelines for Re-Naming Process.**

- A. The renaming of facilities or sub-facilities is discouraged. It is recommended that efforts to change a name be subject to a critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.
  - a. Parks or other facilities named by deed restriction shall not be considered for renaming.
  - b. Parks and facilities named after individuals shall not be renamed unless it is determined that the individual's personal character is or was such that the continued use of the name for a facility would not be in the best interest of the City or community. Exceptions may be considered in cases of changes in use of facilities or for facility demolitions.
- B. If it is decided by the City Manager that it is in the best interest of the City to rename a major or sub-facility, it may be renamed in accordance with the criteria and guidelines outlined in the procedures of this policy.

**Plaques, Markers and Memorials.**

- A. Plaques, markers and memorials may be incorporated into a facility or sub-facility during the design phase of the project. Plaques, markers, and memorials that are incorporated into the design of a facility will be subject to the same oversight and controls as applicable to the rest of the project.
- B. Plaques, markers, and memorials added to a facility or sub-facility after its completion and opening will be designed and installed according to the City's Dedication Plaque Policy.

## Art & Myra Bright Park Rename Request

For more than fifty six (56) years Art and Myra Bright have contributed a considerable amount of time in their professional life as well as volunteers making College Station a better place to live. Art and Myra's relationship was built on making each other whole. It is our belief that both have met or exceeded the standards set forth in the city facility/sub facility ordinance to rename Raintree Park after Art and Myra.

Art and Myra built the first house in Raintree in 1978.

### Art Background:

#### A. A&M Consolidated High School:

1. Taught Math
2. Coached football
3. Coached basketball (Men and Women's)
4. Coached track
5. Coached the Math UIL team winning one State Championship
6. Developed the first calculus curriculum for state approval
7. Served as Principal for four years
8. Received Lions Club Teacher of the year award 1962-1963 (see certificate)
9. Served as Energy Director w/Myra for 18 years after retiring from teaching

B. Twin City Mission Board of Directors (1985-1859) serving in various capacities. See Ron Crozier letter

C. Habitat for Humanity Volunteer (see Jim Davis letter)

1. Paint supervisor for 10 years
2. Construction coordinator/permitting for 5 years

D. Served as Player Representative for CS Little League in 1961 even though he had no sons

### Myra's background:

A. Went back to school at age 34 to complete her degree at Sam Houston State.

B. Started work at Texas Transportation Institute and retired as the Assistant Director of Fiscal Affairs after 20 years.

C. Worked with Art handling the computer work necessary for CSISD Energy Program.

D. Volunteered with Art at Habitat for Humanity as it was a family affair.

E. Played the organ for the Faith Church for forty years and briefly for the Christ United Methodist Church. While a member of Christ United she continued to play for Faith Church.

F. Played music for the Hudson Creek Alzheimer's Care Unit and provided other support to families. (See Hudson Creek letter).

**From:** Jim Davis [property@habitatbcs.org]  
**Sent:** Friday, January 30, 2015 11:10 AM  
**To:** gambol12@suddenlink.net

**Cc:** jim.louise@suddenlink.net  
**Subject:** Service of Art Bright to B/CS Habitat for Humanity

Art Bright was working as a volunteer before I began work on a fulltime basis. He was recognized as the man to go to when there was a question. We knew that he would know what to do or could guide us to someone who did have the expertise needed. In addition for at least 10 years he was the number one painter and paint supervisor. He would work at any painting opportunity for as long as it took to do a quality job. In addition Art was always willing to help with any job in his neighborhood and would actively recruit help. For the first five years of my employment Art took care of all the permitting process for B/CS Habitat. When he told us he could no longer do this work his replacement took a long time to fill the position. We really missed him

**James T. Davis, Ph.D, Property Director timebasis .**  
B/CS Habitat for Humanity  
P: (979) 823-7200 | F: (979) 775-7412 | C: (979) 229-4242

Neil Sperry, from his Face Book that reached 43,024 people:

Art's wife of 61 years asked three of us from the class of '62 to speak. We were one of his very first classes, and we had a continuing friendship with him for all of those years. He came to all of our reunions, although three of us had to take the reunion to him three years ago, as Alzheimers was taking its awful toll on his brilliant mind.

I told the hundreds gathered Monday that Art Bright was one of three teachers who had maximum impact on my life. My wife will concur that I've spoken of him fondly almost since the day that she and I met. 25 years ago, I took our math-passionate son from McKinney to College Station to meet him. And Art's wake grew and grew.

The pastor compared Art's work at home, in his church, in school and in the community to the wake of a boat on a still lake. The more time passes, the wider the wake and the bigger the area it will eventually influence. I am a part of that wake.

**Art Bright's wake of influence, as his love of his wife, will go on until the last digit of Pi.**

Email to Myra:  
Hi, Myra,

I can only speak for myself, but I would have driven 2,000 miles for the opportunity you gave me. Your husband was a rock star in my band of educators.

I have a pretty active Face Book page of fellow gardeners. I've been lucky to have almost 33,000 join that community, and more than half of them have already seen the post I put up just four hours ago! A bunch of Art's former students have chimed in, and I'm sure more will follow as people get home this evening.

Here is a link to it that should remain intact permanently. [https://www.facebook.com/permalink.php?story\\_fbid=10155121267850427&id=431323175426](https://www.facebook.com/permalink.php?story_fbid=10155121267850427&id=431323175426) I though you might enjoy seeing it.

- Dan Hogan: Wonderful testimony about a great man! I had Art for algebra in '72-73 and admired his dedication.

Clayton Hall: Thank you for those beautiful words on behalf of a great guy. I loved him too but hated that he checked and graded homework every single day! Lillian Bond Dann: As always Neil your words are of great feeling and so well said. What an honor to be called upon to speak at his funeral. Wish I could have been there. No doubt you made his wife proud

[Neil Sperry](#) Larry Randolph has the perfect recreation of Mr. Bright walking, snapping his fingers and clapping, all in stride. I had completely forgotten about that. Larry needs to bring it to our next reunion. Tom Taylor did a masterful job. What a wonderful opportunity just to be asked. Be well, classmate!

- Cynde Sikes Flanagan: I attended the service and was so very thankful that I could. He was a wonderful teacher that would not give up on getting me thru Algebra. I left the service knowing that he was loved and admired by many.
- Lisa Sutphen: So sorry I missed a great tribute to a great man. I too was a student of his in the 70's. I loved his algebra classes! But I loved more the leader and mentor that he was! His wage is wide and still spreads to this day. RIP mr Bright! You are remembered and loved!
- Martie Lambert Russell: Well said! What a positive influence to so many! He was such a kind, caring, & intense coach & teacher. He always went over & beyond to help anyone in need! Stayed after school to help us with homework, taught us Quadratic equations while riding on the bus to BB games, came to your home to talk with you & your folks when you were in trouble...Truly, deeply cared about us all! My absolute favorite teacher! He is a part of all of us that had the good fortune to know him! Godspeed Coach Bright!

Henry...after a little research, I can tell you that Art served on our Board of Directors from 1985 through 1989...during that time he held various positions on the board...hope this helps. Ron

Ron Crozier

Director of Community Relations

(979) 822-7511

[crozierr@twincitymission.org](mailto:crozierr@twincitymission.org)

# A Bright idea for energy saving

Art and Myra Bright work on conserving energy at CS schools

By Kelli Levey  
Eagle staff writer

By night, Art and Myra Bright prowls around College Station schools gathering data for their "energy snoopers reports." On these late-night missions, the pair check to see if lights other than security lights are on, air conditioners are running or sprinkler systems are functioning improperly.

By day, Art spends about half of his working hours tracking energy consumption throughout the district, and half painting the district's buildings. Myra uses a computer to track the district's energy consumption since the 1984-85 school year.

As far as the school district knows, the Brights are the only husband-and-wife energy management team in the state.

The couple began working in May in the district's newly formed position of part-time energy manager. Their job is to establish, implement and monitor a comprehensive energy management plan for the district. When the two applied for the job as a team, no one in the district could think of a reason why a couple could not qualify for the job.

Since they started work, Art has visited all the schools, located all water, gas and electricity meters and identified the respective areas served by each meter so he can check each meter's usage and billing. One of his responsibilities is to look for errors in billing or any indications that there may be water or gas leaks.

Sometimes information about energy usage is incorrect, such as when computerized timers indicate air conditioners are off when they are on.

"The computer says they aren't running," he said, "but my ears



Eagle photo by Dave McDermand

Myra and Art Bright are the only husband-wife energy management team for a school district in the state.

and my eyes and my hands on it when they're so hot I can hardly touch them tell me they're on."

Myra is creating a history of water, electric and gas costs and consumption so district administrators will be able to better calculate utility consumption.

The Brights had planned to travel in their new Chevy Suburban and 20-foot camper, but a death in the family interrupted those plans when they took her mother in. Art said the two took on the job because they — especially Myra — were getting restless after their retirement.

"She was getting antsy," he said. "I was never without something to do — I paint, woodwork and so forth."

The Brights' previous work experience helped to prepare them for their new duties. Art said presenters at training meetings tell school administrators they can hire either someone familiar with heating, cooling, lighting and sprinkler systems or a teacher who knows the human relations aspects of the job, the school facilities and the staff.

Art — who taught math in the district for 30 years, was a principal for four years and worked summers since 1972 as a painter in the maintenance department — falls into the latter category.

"A lot of the big districts hire an engineer who isn't always familiar with the teaching profession," he said. "All my life I've been associated with schools. This is still associated with schools, but it's the physical side of it."

Myra began working at Texas A&M University in 1956, leaving as assistant agency director of the Texas Transportation Institute, where she managed the department's fiscal affairs for 20 years.

"I wouldn't say I was real swift on the computer but I do know spreadsheets and word processing, which they needed for this job," she said.

Art said he was glad she had cultivated those skills.

"Even though I taught math in high school, we didn't work on computers," he said. "Why would I take the time to learn the computer when my wife knows how to use them?"

David Neal, assistant superin-

## SNAPSHOT

Names: Myra and Art Bright

Occupation: Energy managers for the College Station school district.

Last movie seen in theater: "Love Story" (There's too much violence and dirty language in movies nowadays.)

Spare-time activities: Myra does woodworking projects; she volunteers as organist and choir director at United Church of Christ here 30th year. Both "just as soon take off and stay gone" traveling in their Chevy Suburban and 20-foot travel trailer.

His favorite saying: "Better Texan than you because I'm here by choice. All you did was be here."

dence that energy conservation has been a priority in the district.

"The district is obviously behind where it should be regarding energy conservation," Neal said.

Once the energy policy guidelines are developed and proved by the school board, he will conduct staff development sessions on implementation. He said his goal is to reduce energy consumption by 15 to 20 percent from its current \$1.5 million per square foot. He said conservation could be reduced 15 to 20 percent by making people more aware of how much energy they use and what areas.

"The point is not to reduce energy at all," he said. "The point is to maintain human comfort while using as much energy as possible."

The Brights don't think they are tired of one another, though they spend almost every hour together.

"I've always felt she was capable in her work, and I'm honored to be able to finish a job by her side," he said.

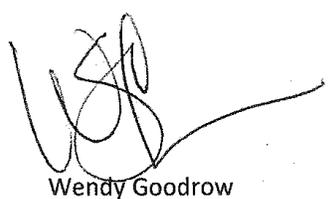
February 13, 2015

To Whom It May Concern:

The team at Hudson Creek Alzheimer's Special Care Center is happy to support the recommendation that Raintree Park be re-named to honor Mr. Arthur Bright. Not only was Mr. Bright an amazing family man and talented individual, but naming the park after Mr. Bright will continue to bring awareness to Alzheimer's disease and encourage the community to get involved in the fight to cure Alzheimer's.

We would also like to mention all of the time and dedication that Arthur's wife, Myra, has given to the community, church, and to Hudson Creek not only in support of Arthur, but also in support of other families and friends made through this journey. Any positive memory that could help represent this for the Bright family would be greatly appreciated and deserved.

Please feel free to contact me with any questions. Thank you for your time and energy in considering the request to rename Raintree Park in honor of Mr. Bright.



Wendy Goodrow

Administrator

Hudson Creek Alzheimer's Special Care Center

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS,  
APPROVING THE RE-NAMING OF RAINTREE PARK TO ART AND MYRA  
BRIGHT PARK**

**WHEREAS**, the re-naming of Parks is allowed under guidelines of the City’s Naming of City Facilities and Sub-Facilities Policy, as approved May 14, 2012 (“Policy”); and

**WHEREAS**, the re-naming of Raintree Park to Art and Myra Bright Park meets the Policy requirements under section C, “Commemorate individuals who are deceased and have a history of exceptional community service or contributions to the facility’s best interests and purposes,” as well as Section B, “Commemorate historical events, groups or individuals that remain of continued importance to the City, region, State, and/or Nation.” NOW, THEREFORE,

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

**PART 1:** That the City Council hereby approves the re-naming of Raintree Park to Art and Myra Bright Park; and

**PART 2:** That the Park re-naming shall take effect upon approval of this Resolution.

**ADOPTED** this \_\_\_\_\_ day of February, 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

**APPROVED:**

\_\_\_\_\_  
City Attorney



## Legislation Details (With Text)

<b>File #:</b>	15-0065	<b>Version:</b>	1	<b>Name:</b>	1834 Graham Road Rezoning
<b>Type:</b>	Rezoning	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	2/6/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	2/26/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	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 to SC Suburban Commercial for approximately 1.06 acres and NAP Natural Areas Protected for approximately 1.62 acres for the property being a portion of a called 2.68 acre tract in the Robert Stevenson Survey, Abstract No. 54 as described by a deed to Hai T. Le recorded in Volume 12249, Page 127 of the Official Public Record of Brazos County, Texas. Case #14-00900239 (M.Bombek)				
<b>Sponsors:</b>	Mark Bombek				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Background</a> <a href="#">Sam and Aerial Ordinance.pdf</a>				

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 to SC Suburban Commercial for approximately 1.06 acres and NAP Natural Areas Protected for approximately 1.62 acres for the property being a portion of a called 2.68 acre tract in the Robert Stevenson Survey, Abstract No. 54 as described by a deed to Hai T. Le recorded in Volume 12249, Page 127 of the Official Public Record of Brazos County, Texas. Case #14-00900239 (M.Bombek)

### Relationship to Strategic Goals:

- Diverse Growing Economy

### Recommendation(s):

The Planning and Zoning Commission considered this item on February 5, 2015. The vote was unanimous to recommend approval of the rezoning request. The Commission's recommendation will be presented to City Council with this item. Staff recommends approval with the condition that the impacts of any floodplain alterations be contained within the subject property.

### Summary:

This request is to rezone the subject property from R Rural to SC Suburban Commercial and NAP Natural Areas Protected.

The Unified Development Ordinance provides the following review criteria for zoning map amendments:

### REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject parcel is designated on the Comprehensive Plan

Future Land Use and Character Map as Suburban Commercial and Natural Areas Reserved. The requested rezoning of SC Suburban Commercial and NAP Natural Areas Protected is consistent with the Comprehensive Plan Future Land Use and Character Map.

**2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The rezoning request to SC Suburban Commercial for the portion of the property closest to the intersection of Graham Road and Longmire Drive and NAP Natural Areas Protected being the creek immediately adjacent to the Bridle Gate single-family residential subdivision, is compatible with existing zoning of the surrounding properties.

**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 SC Suburban Commercial zoning would allow light commercial development to have a presence along Graham Road and Longmire Drive to act as a transition from the surrounding GC General Commercial land uses into the GS General Suburban land uses.

**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 designation on this property would allow for a limited amount of agricultural use, but could allow alteration of the creek which is proposed as NAR Natural Areas Reserved on the Comprehensive Plan Future Land Use and Character Map, and is unstudied floodplain.

**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 that the R Rural designation on this property is unsuitable as the property is too small for any significant agricultural related uses. There is more demand in the area for light commercial use.

**6. Availability of water, wastewater, storm water, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 12-inch water line available to serve the property, as well as an 18-inch sanitary sewer main. Existing infrastructure with proposed modifications appear to be adequate for the proposed use. A portion of the property is undesignated floodplain; however, this area will be reserved from development with the requested NAP Natural Areas Protected zoning. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The Thoroughfare Plan identifies Graham Road and Longmire Drive as existing two-lane major collectors. The amount of traffic produced by this development is minimal and should not have a detrimental impact on surround roadways.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial and Small Area Map (SAM)
3. Ordinance

**BACKGROUND**

**NOTIFICATIONS**

Advertised Commission Hearing Date: February 5, 2015

Advertised Council Hearing Date: February 26, 2015

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:

Bridle Gate Estates Homeowner's Association

Property owner notices mailed: 16

Contacts in support: None at the time of this report.

Contacts in opposition: None at the time of this report.

Inquiry contacts: Two at the time of this report.

**ADJACENT LAND USES**

<b>Direction</b>	<b>Comprehensive Plan</b>	<b>Zoning</b>	<b>Land Use</b>
<b>North</b> (across Graham Road)	Suburban Commercial	GC General Commercial	Vacant
<b>South</b>	General Suburban	GS General Suburban	Single-family Residences
<b>East</b>	Suburban Commercial	GC General Commercial	Hotel (under construction)
<b>West</b> (across Longmire Drive)	Suburban Commercial and Natural Areas Reserved	R Rural	Vacant

**DEVELOPMENT HISTORY**

**Annexation:** 1993

**Zoning:** A-O Agricultural Open (upon annexation), A-O Agricultural Open renamed to R Rural (2013)

**Final Plat:** Unplatted

**Site development:** Vacant

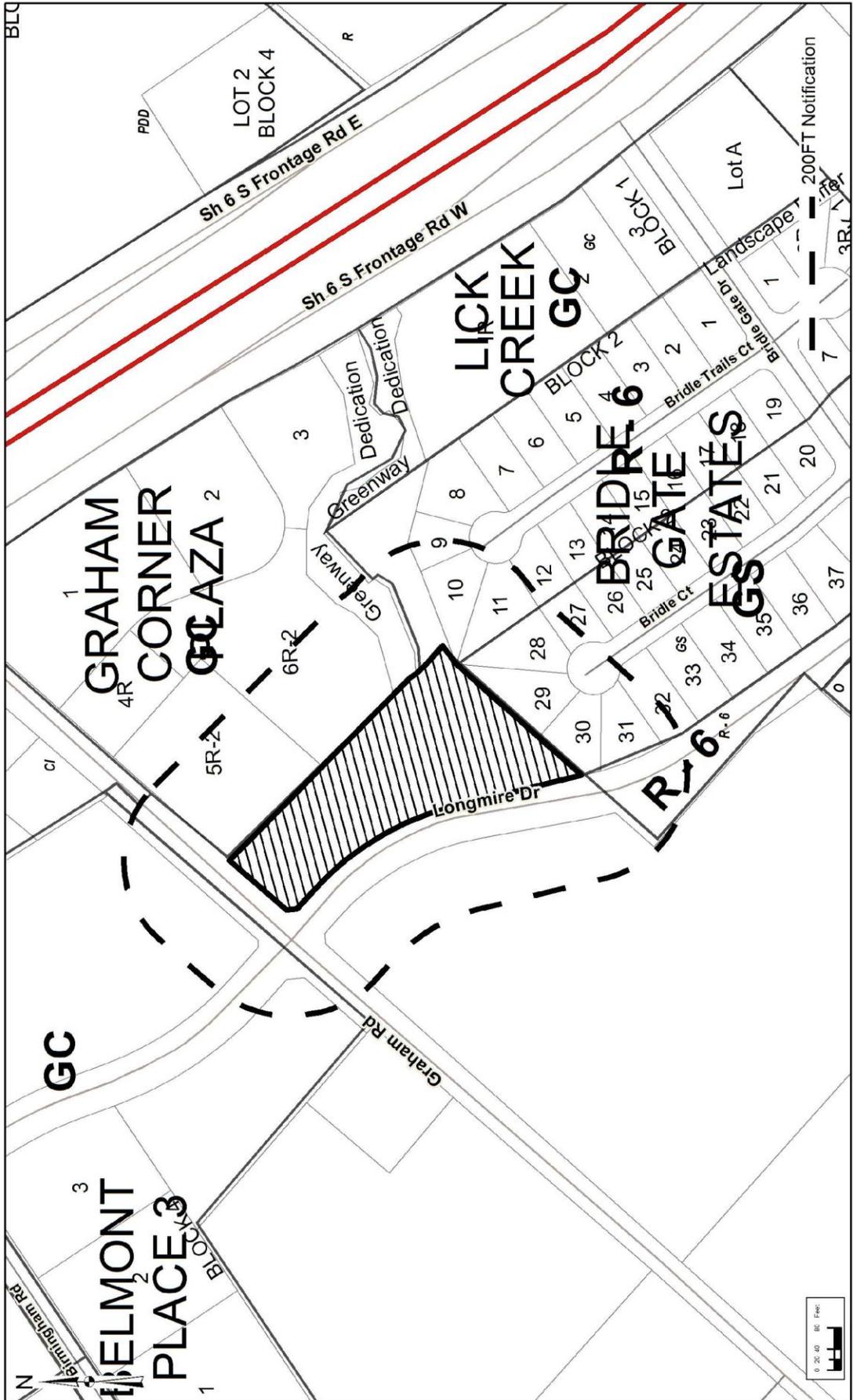


REZONING  
Case: 14-239

LONGMIRE RD & GRAHAM RD

DEVELOPMENT REVIEW





Zoning Districts	R-4	Multi-Family	BPI	BPD	PDD	Planned Development District
R	Rural	High Density Multi-Family	NAP	Business Park Industrial	WPC	Wolf Pen Creek Dev. Corridor
E	R-6	Manufactured Home Park	C-3	Natural Areas Protected	NG-1	Core Northgate
RS	MHP	Office	M-1	Light Commercial	NG-2	Transitional Northgate
GS	O	Suburban Commercial	M-2	Light Industrial	NG-3	Residential Northgate
R-1B	SC	General Commercial	C-U	Heavy Industrial	OV	Corridor Overlay
D	GC	Commercial-Industrial	R & D	College and University	RDD	Redevelopment District
R-1B	CI	Commercial-Industrial	P-MUD	Research and Development	KO	Krenek Tap Overlay
T	BP	Business Park		Planned Mixed-Use Development		

LONGMIRE RD & GRAHAM RD	Case: 14-239
DEVELOPMENT REVIEW	REZONING

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 FROM R RURAL TO 1.06 ACRES OF SC SUBURBAN COMMERCIAL AND 1.82 ACRES OF NAP NATURAL AREAS PROTECTED FOR THE PROPERTY BEING IN THE ROBERT STEVENSON SURVEY, ABSTRACT NO. 54 AS DESCRIBED BY A DEED TO HAI T. LE RECORDED IN VOLUME 12249, PAGE 127 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, GENERALLY LOCATED AT 1834 GRAHAM ROAD; 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 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 26<sup>th</sup> day of February, 2015

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:

The following property, as described by metes and bounds, is rezoned from R Rural to SC Suburban Commercial and NAP Natural Areas Protected with the condition that the impacts of any floodplain alterations be contained within the subject property.

Suburban Commercial  
1.06 Acres  
Robert Stevenson Survey, A-54  
College Station, Brazos County, Texas

Field notes of a 1.06 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the 2.682 acre tract described in the deed from R. B. Tolson, Myrtle L. Tolson, and M. Charles Gandy, to Hai T. Le, recorded in Volume 12249, Page 127, of the Official Records of Brazos County, Texas, and said 1.06 acre tract being more particularly described as follows:

**BEGINNING** at a ½" iron rod found at an 8" creosote post fence corner marking the common corner between the beforementioned 2.682 acre tract and Lot 5R-2, Block One, 1.727 acres, according to the plat of Graham Corner Plaza, recorded in Volume 11558, Page 176, of the Official Records of Brazos County, Texas, and in the southeast right-of-way line of Graham Road;

THENCE S 45° 20' 36" E along the common line between the beforementioned 2.682 acre tract, and the following two tracts: the beforementioned Lot 5R-2, and Lot 6R-1, Block One, 2.613 acres, according to the plat of Graham Corner Plaza, recorded in Volume 11752, Page 293, of the Official Records of Brazos County, Texas, adjacent to a fence, at a distance of 250.30 feet, pass a ½" iron rod and cap found marking the common corner between the said Lot 5R-2 and Lot 6R-1, continue on, for a total distance of 360.58 feet to a ½" iron rod and cap set;

THENCE S 77° 02' 31" W for a distance of 198.14 feet to a ½" iron rod and cap set in the common line between the beforementioned 2.682 acre tract and Longmire Drive – 70' wide right-of-way, same being a curve, concave to the west, having a radius of 536.41 feet;

THENCE along the northeast right-of-way line of the beforementioned Longmire Drive, as follows:

Northwesterly along said curve, for an arc distance of 183.27 feet to a ½" iron rod and cap found at the end of this curve, the chord bears N 38° 47' 44" W - 182.38 feet,  
N 48° 35' 00" W for a distance of 39.84 feet to a ½" iron rod and cap found;

THENCE N 03° 24' 30" W along the transition line from Longmire Drive to Graham Road for a distance of 35.25 feet to a ½" iron rod and cap found in the southeast right-of-way line of Graham Road;

THENCE N 41° 20' 00" E along the southeast right-of-way line of Graham Road, for a distance of 125.43 feet to the **PLACE OF BEGINNING**, containing 1.06 acres of land, more or less.



Surveyed: October, 2014

By:

*S. M. Kling*  
S. M. Kling  
R.P.L.S. No. 2003

Natural Area Protected  
 1.62 Acres  
 Robert Stevenson Survey, A-54  
 College Station, Brazos County, Texas

Field notes of a 1.62 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the 2.682 acre tract described in the deed from R. B. Tolson, Myrtle L. Tolson, and M. Charles Gandy, to Hai T. Le, recorded in Volume 12249, Page 127, of the Official Records of Brazos County, Texas, and said 1.62 acre tract being more particularly described as follows:

**BEGINNING** at a ½" iron rod found marking the east corner of the beforementioned 2.682 acre tract, same being an ell corner of the Greenway – Bridle Gate Estates, Phase One, according to the plat recorded in Volume 3744, Page 49, of the Official Records of Brazos County, Texas;

THENCE S 41° 38' 09" W along the common line between the beforementioned 2.682 acre tract, and the following two parcels: the beforementioned Greenway – Bridle Gate Estates, and Lots 29 and 30, Block 2, Bridle Gate Estates, Phase Two, according to the plat recorded in Volume 6130, Page 67, of the Official Records of Brazos County, Texas, at a distance of 43.51 feet, pass the common corner between Lots 10 and 11, Block 2, Bridle Gate Estates, Phase One, and Lots 28 and 29, Bridle Gate Estates, Phase Two, continue on, for a total distance of 360.04 feet to a ½" iron rod and cap found at a wood post fence corner marking the common corner between the beforementioned Lot 30, Block 2, Bridle Gate Estates, Phase Two and the beforementioned 2.682 acre tract, and in the east right-of-way line of Longmire Drive – 70' wide right-of-way;

THENCE along the east right-of-way line of the beforementioned Longmire Drive, as follows:

- N 10° 18' 33" W for a distance of 208.95 feet to a ½" iron rod and cap found marking the beginning of a curve concave to the southeast, having a radius of 536.41 feet,
- Northwesterly along said curve, for an arc distance of 175.06 feet to a ½" iron rod and cap set at the end of this curve, the chord bears N 19° 39' 31" W – 174.28 feet;

THENCE N 77° 02' 31" E for a distance of 198.14 feet to a ½" iron rod and cap set in the common line between the beforementioned 2.682 acre tract and Lot 6R-1, Block One, 2.613 acres, according to the plat of Graham Corner Plaza, recorded in Volume 11752, Page 293, of the Official Records of Brazos County, Texas;

THENCE along the common line between the beforementioned 2.682 acre tract and the following three tracts: the beforementioned Lot 6R-1, Block One, the 1.093 acre – Greenway Dedication, according to the plat of Graham Corner Plaza, recorded in Volume 5878, Page 129, of the Official Records of Brazos County, Texas, and the beforementioned Greenway – Bridle Gate Estates Phase One, adjacent to a fence, as follows:

- S 45° 20' 36" E at a distance of 82.19 feet, pass a 5/8" iron rod and cap found marking the common corner between the beforementioned Lot 6R-1 and the beforementioned 1.093 acre – Greenway Dedication, continue on, for a total distance of 121.64 feet to a ½" iron rod and cap set,
- S 36° 45' 56" E at a distance of 17.53 feet, pass a ½" iron rod and cap set at the common corner between the beforementioned 1.093 acre – Greenway Dedication, and the Greenway – Bridle Gate Estates, Phase One, continue on for a total distance of 36.30 feet to a ½" iron rod and cap set,
- S 48° 02' 15" E for a distance of 45.57 feet to the **PLACE OF BEGINNING**, containing 1.62 acres of land, more or less.



Surveyed: October, 2014

By: *S.M.K.*  
 S. M. Kling  
 R.P.L.S. No. 2003







Legislation Details (With Text)

**File #:** 15-0071      **Version:** 1      **Name:** Comprehensive Plan Amendment- Cain Road Extension

**Type:** Comprehensive Plan      **Status:** Agenda Ready

**File created:** 2/9/2015      **In control:** City Council Regular

**On agenda:** 2/26/2015      **Final action:**

**Title:** Public hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Thoroughfare Plan and Bicycle, Pedestrian, and Greenways Master Plan to remove the extension of Cain Road west of Holleman Drive South, through the property located at 3180 A Cain Road

**Sponsors:** Danielle Singh

**Indexes:**

**Code sections:**

**Attachments:** [Background Information](#)  
[Map](#)  
[Application](#)  
[Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Public hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Thoroughfare Plan and Bicycle, Pedestrian, and Greenways Master Plan to remove the extension of Cain Road west of Holleman Drive South, through the property located at 3180 A Cain Road

**Relationship to Strategic Goals:** Diverse Growing Economy

**Recommendation(s):** The Planning and Zoning Commission considered this item at their February 5, 2015 meeting and voted 7-0 to recommend approval of the Comprehensive Plan Amendment. The Bicycle, Pedestrian and Greenways Advisory Board considered this item at their February 2, 2015 and voted 5-0 to recommend approval with noted concern for the loss of connectivity in the area. Staff recommends approval.

**Summary:** This request is to remove the extension of Cain Road west of Holleman Drive South from the Thoroughfare Plan and the Bicycle, Pedestrian, and Greenways Master Plan.

The Unified Development Ordinance provides the following review criteria for Comprehensive Plan Amendments:

**REVIEW CRITERIA**

- 1. Changed or changing conditions in the subject area or the City:** A portion of the adjacent Mission Ranch development was originally Master Planned in the ETJ prior to the development of the current Thoroughfare Plan. The Mission Ranch development is therefore vested to the prior Thoroughfare Plan which did not require the Cain Road extension. The extension of Cain Road was not shown with the

recently approved preliminary plan for Mission Ranch and no street access is planned from Mission Ranch to the multi-family tract. Therefore, the construction of Cain Road through the multi-family tract would result in a permanent dead-end street.

**2. Scope of the request:** The City is currently in the process of updating the Thoroughfare Plan. With this effort, alternatives for Cain Road will need to be evaluated further. For the purpose of this amendment, the extension of Cain Road is only proposed to be removed from Holleman Drive to the extension of Feather Run, through the multi-family tract.

**3. Availability of adequate information:** The construction of Cain Road through the multi-family tract would result in a permanent dead end street, therefore no additional information is needed at this time.

**4. Consistency with the goals and strategies set forth in the Plan:** This amendment is consistent with the Comprehensive Plan as the extension of Cain Road no longer presents an opportunity for connectivity. This amendment is sensitive to the surrounding land uses as it is in reaction to the adjacent vested development.

**5. Consideration of the Thoroughfare Plan and Bicycle, Pedestrian and Greenways Master Plan:** An amendment to the Bicycle, Pedestrian and Greenways Master Plan is also included in this Comprehensive Plan amendment, as bike lanes and sidewalks were designated along the extension of Cain Road. The Bicycle, Pedestrian and Greenways Advisory Board will consider this amendment at their February 2<sup>nd</sup> meeting.

**6. Compatibility with the surrounding area:** This amendment is in reaction to the characteristics of the adjacent development and is therefore compatible with the surrounding area.

**7. Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** There will be no impacts with regard to water, wastewater and drainage. Further study of impacts to the transportation network will be done with the City's effort to update the Thoroughfare Plan.

**8. Impact on the City's ability to provide, fund, and maintain services:** There will be no funding impacts to the City.

**9. Impact on environmentally sensitive and natural areas:** There will be no environmental impacts if the extension of Cain Road is removed from the Thoroughfare Plan.

**10. Contribution to the overall direction and character of the community as captured in the Plan's vision and goals:** This amendment is neutral to the overall direction of the Comprehensive Plan's vision and goals, as it is a reaction to an existing condition.

**Budget & Financial Summary:** N/A

**Reviewed and Approved by Legal:** Yes

**Attachments:**

1. Background Information
2. Map
3. Application
4. Ordinance



## BACKGROUND

## NOTIFICATIONS

Advertised Commission Hearing Date: February 5, 2015

Advertised Council Hearing Date: February 26, 2015

## ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban	R Rural	Duplex Residential
South	Restricted Suburban	RS Restricted Suburban	Vacant
East (Across Holleman Drive South)	Urban General Suburban	R Rural, PDD Planned Development District	Vacant, Single Family Residential
West	Restricted Suburban	RS Restricted Suburban	Vacant

## DEVELOPMENT HISTORY

**Annexation:** 2008

**Zoning:** A-O Agricultural Open (Upon Annexation), R-3 Townhouse (2008), R-4 Multi-Family (2012)

**Final Plat:** None

**Site development:** Multi-Family





<b>FOR OFFICE USE ONLY</b>	
CASE NO.:	<u>14-215</u>
DATE SUBMITTED:	<u>12-10-14</u>
TIME:	<u>11:33</u>
STAFF:	<u>CD</u>

## COMPREHENSIVE PLAN AMENDMENT APPLICATION

(Check all applicable)

Related to Community Character     Related to Transportation     Related to Other \_\_\_\_\_

### MINIMUM SUBMITTAL REQUIREMENTS:

- \$1,165 Comprehensive Plan Amendment Application Fee.
- Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- Two (2) copies of a fully dimensioned map on 24" X 36" paper showing (if applicable):
  - a. Land affected;
  - b. Present zoning of property and zoning classification of all abutting property;
  - c. Current Concept Map and Future Land Use and Character Map classifications and proposed classifications;
  - d. Current Concept Map and Future Land Use and Character Map classifications of all abutting property;
  - e. Current and proposed thoroughfare alignments;
  - f. Currently planned utility infrastructure and proposed utility infrastructure;
  - g. General location and address of property; and
  - h. Total acres of property.

Date of Optional Preapplication Conference \_\_\_\_\_

NAME OF PROJECT Mission Ranch Townhomes

ADDRESS 3180 A Cain Road

LEGAL DESCRIPTION (Lot, Block, Subdivision) CAD# 10377, Crawford Burnett (ICL), Tract 22.1, 10.43 acres

GENERAL LOCATION OF PROPERTY, IF NOT PLATTED:

TOTAL ACREAGE 10.43 acres

APPLICANT / PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Clint Cooper E-mail c.cooper@caldwellcos.com

Street Address 1700 Research Parkway #110

City College Station State TX Zip Code 77845

Phone Number (979) 260-7000 Fax Number (979) 260-2723

PROPERTY OWNER'S INFORMATION:

Name Greg Jasper / Jasper Construction E-mail gjasper44@gmail.com  
Street Address 10820 Deer Run  
City College Station State TX Zip Code 77845  
Phone Number (979) 224-0005 Fax Number \_\_\_\_\_

ANSWER ALL OF THE FOLLOWING:

1. What specific element of the Comprehensive Plan (for example, Land Use and Character designation, Thoroughfare Plan Context Class, or thoroughfare alignment) and at what specific location (if applicable) is requested to be amended?

*We are requesting a change of the Thoroughfare Plan.*

2. What is the amendment request?

*We are asking for the removal of Cain Road, through this property, from the Thoroughfare Plan.*

3. Explain the reason for this amendment.

*We feel that the removal of Cain Road, through the subject property, from the Thoroughfare Plan, would aid in the development of this tract.*

4. Identify the conditions that have changed to warrant this change to the existing Comprehensive Plan.

*With the Mission Ranch Preliminary Plan being approved, Cain Road will no longer be on the Thoroughfare Plan west of the subject property. Therefore, Cain Road west of Holleman is no longer needed.*

5. Explain why the existing element of the Comprehensive Plan in question is no longer appropriate.

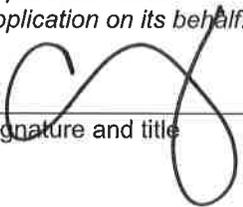
*Cain Road on the subject property would be a "road to nowhere" as there would never be an extension of it west of the subject property and there are no other connecting roadways in the area.*

6. How does the requested amendment further the goals and objectives of the Comprehensive Plan?

*The deletion of Cain Road from the Thoroughfare Plan would be consistent with the stated goals of the Comprehensive Plan to promote the economic growth of this area.*

7. What other information are you providing to support the proposed amendment (for example, transportation impact study)?

*The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true, correct, and complete. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement from the owner. If there is more than one owner, all owners must sign the application or the power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.*

 VP  
Signature and title

12.9.14  
Date

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE THOROUGHFARE PLAN AND THE BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN, FOR THE EXTENSION OF CAIN ROAD WEST OF HOLLEMAN DRIVE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

- PART 1: That the “Comprehensive Plan of the City of College Station” by amending the “Thoroughfare Plan” and “Bicycle, Pedestrian, and Greenways Master Plan”, as set out in Exhibit “A”, sections C.4.h and C.5.a, and Exhibit “B” attached hereto for the indented area 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 26<sup>th</sup> day of February, 2015.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

## A. Comprehensive Plan

The College Station Comprehensive Plan (Ordinance 3186) is hereby adopted and consists of the following:

1. Existing Conditions;
2. Introduction;
3. Community Character;
4. Neighborhood Integrity;
5. Economic Development;
6. Parks, Greenways & the Arts;
7. Transportation;
8. Municipal Services & Community Facilities;
9. Growth Management and Capacity; and
10. Implementation and Administration.

## B. Master Plans

The following Master Plans are hereby adopted and made a part of the College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. East College Station Transportation Study dated May 2005;
5. Parks, Recreation and Open Space Master Plan dated May 2005;
6. Park Land Dedication Neighborhood Park Zones Map dated January 2009;
7. Park Land Dedication Community Park Zones map dated April 2009;
8. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
9. Central College Station Neighborhood Plan dated June 2010;
10. Water System Master Plan dated August 2010;
11. Wastewater Master Plan dated June 2011;
12. Eastgate Neighborhood Plan dated June 2011;
13. Recreation, Park and Open Space Master Plan dated July 2011;
14. Southside Area Neighborhood Plan dated August 2012;
15. Medical District Master Plan dated October 2012;
16. Wellborn Community Plan dated April 2013;
17. Economic Development Master Plan dated September 2013; and
18. South Knoll Area Neighborhood Plan dated September 2013.

### C. Miscellaneous Amendments

The following miscellaneous amendments to the College Station Comprehensive Plan are as follows:

1. Text Amendments:
  - a. Chapter 2 “Community Character,” “Growth Areas” by amending the text regarding Growth Area IV and Growth Area V – Ordinance 3376, dated October 2011.
2. Future Land Use and Character Map Amendment:
  - a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
  - b. Richards Subdivision – Ordinance 3376, dated October 2011.
  - c. 1600 University Drive East – Ordinance 3535, dated November 14, 2013.
  - d. 2560 Earl Rudder Freeway S. – Ordinance 3541, dated December 12, 2013.
  - e. 13913 FM 2154. – Ordinance 3546, dated January 9, 2014.
  - f. 2021 Harvey Mitchell Parkway – Ordinance 3549, dated January 23, 2014.
  - g. 1201 Norton Lane – Ordinance 3555, dated February 27, 2014.
  - h. 3715 Rock Prairie Road West – Ordinance 3596, dated August 25, 2014.
3. Concept Map Amendment:
  - a. Growth Area IV – Ordinance 3376, dated October 2011.
  - b. Growth Area V – Ordinance 3376, dated October 2011.
4. Thoroughfare Map Amendment:
  - a. Raintree Drive – Ordinance 3375, dated October 2011.
  - b. Birkdale Drive – Ordinance 3375, dated October 2011.
  - c. Corsair Circle – Ordinance 3375, dated October 2011.
  - d. Deacon Drive – Ordinance 3375, dated October 2011.
  - e. Dartmouth Drive – Ordinance 3375, dated October 2011.
  - f. Farm to Market 60 – Ordinance 3375, dated October 2011.
  - g. Southwest Parkway – Ordinance 3375, dated October 2011.
  - h. Cain Road extension – through this ordinance, dated February 26, 2015.
5. Bicycle, Pedestrian and Greenways Master Plan Amendment:
  - a. Cain Road extension – through this ordinance, dated February 26, 2015

### D. General

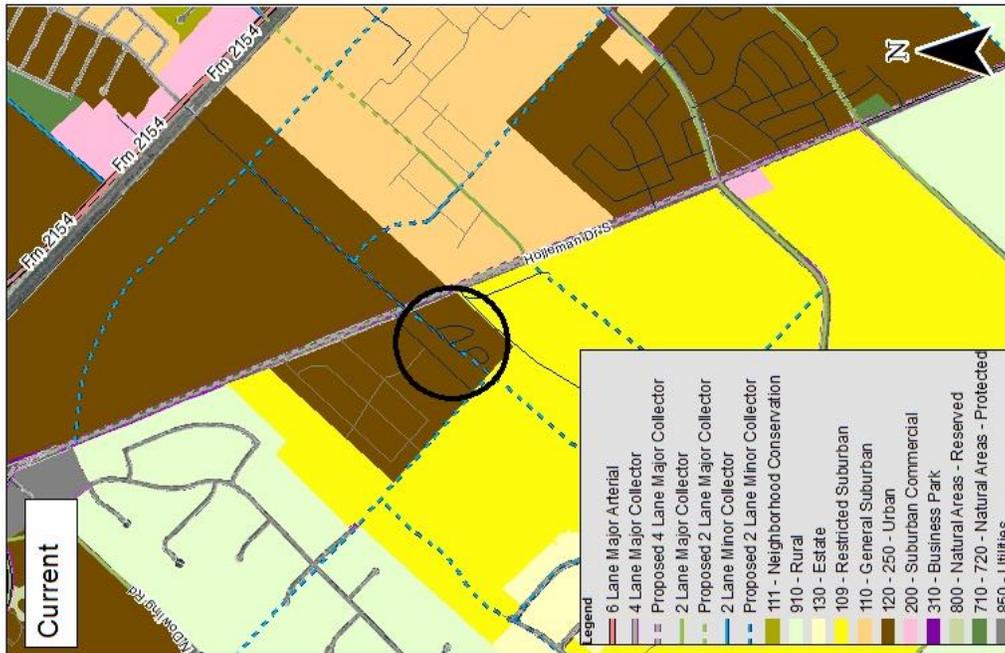
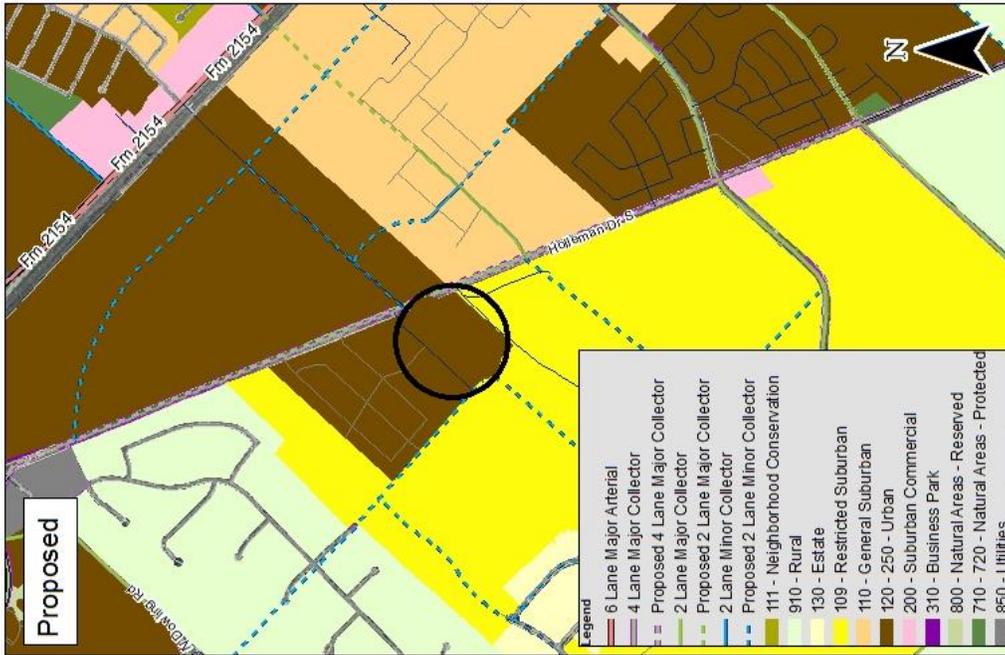
1. Conflict. All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. Purpose. The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction (“ETJ”). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including

- thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.
  4. General nature of College Station Comprehensive Plan. The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.
  5. Reference. The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

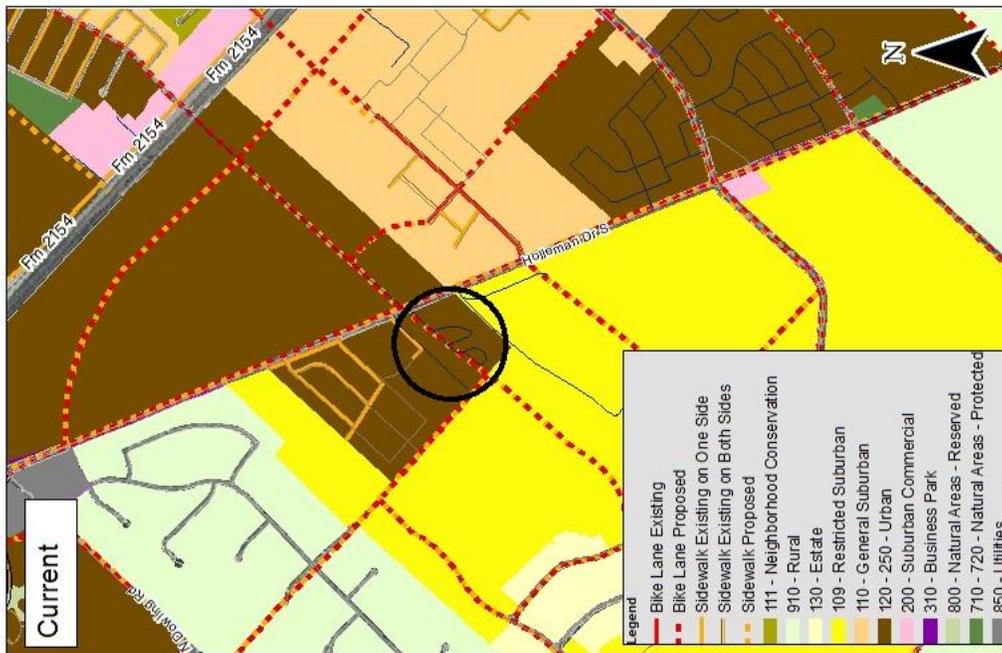
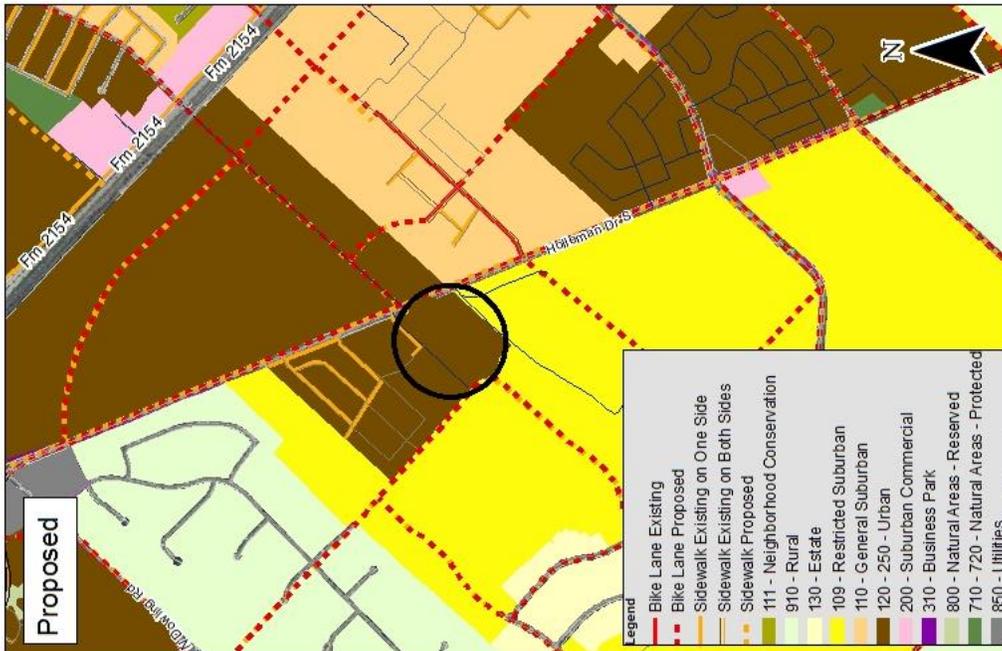
**EXHIBIT "B"**

**AMENDED AREA OF COLLEGE STATION THOROUGHFARE PLAN**

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Thoroughfare Plan and the Bicycle, Pedestrian and Greenways Master Plan to remove Cain Road from west of Holleman Drive South as shown graphically below:



**AMENDED AREA OF COLLEGE STATION BICYCLE, PEDESTRIAN, AND GREENWAYS MASTER PLAN**





## Legislation Details (With Text)

<b>File #:</b>	15-0077	<b>Version:</b>	1	<b>Name:</b>	UDO Amendments – MUD Review authority and ETJ Subdivision Regulations
<b>Type:</b>	Unified Development Ordinance	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	2/10/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	2/26/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public hearing, presentation, possible action, and discussion regarding an ordinance amending Article 2, "Development Review Bodies" and Section 12-8.5.D, "Waiver from Lot Size" of Chapter 12, "Unified Development Ordinance" of the College Station Code of Ordinances regarding review authority for Municipal Utility Districts and the minimum lot size in the Extraterritorial Jurisdiction.				
<b>Sponsors:</b>	Lance Simms				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Redline Version Ordinance</a>				

Date	Ver.	Action By	Action	Result
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Public hearing, presentation, possible action, and discussion regarding an ordinance amending Article 2, "Development Review Bodies" and Section 12-8.5.D, "Waiver from Lot Size" of Chapter 12, "Unified Development Ordinance" of the College Station Code of Ordinances regarding review authority for Municipal Utility Districts and the minimum lot size in the Extraterritorial Jurisdiction.

### Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their January 5<sup>th</sup> meeting and voted 6 -0 to recommend approval. Staff also recommends approval.

Summary: This ordinance amends the UDO to include review and approval authority for Municipal Utility Districts. More specifically, it grants the Planning and Zoning Commission the authority to review and make a recommendation to the City Council on MUD consent applications. The final decision regarding the consent to form a MUD rests with the City Council. The ordinance also removes the prohibition on granting waivers for the minimum lot size in the ETJ, provided the lots are part of a MUD approved by the City Council.

In March of 2014, the City Council approved a petition to authorize the creation of Brazos County MUD No. 1 in the ETJ. The development plan associated with the MUD proposes a variety of single-family lots sizes, all less than one acre in area. If approved, this amendment would allow the developer to request a waiver to the minimum one acre lot size requirement as part of the subdivision approval process.

Budget & Financial Summary: N/A

Attachments:

1. Redlined UDO Sections
2. Ordinance

# Unified Development Ordinance

## Article 2. Development Review Bodies

### Sec. 12-2.1. City Council.

#### A. General.

The City Council will be responsible for final action regarding the text of this UDO and the Official Zoning Map.

#### B. Powers and Duties.

As provided and established within the City of College Station Charter, the City Council has the following powers and duties regarding this UDO:

##### 1. Appointments.

The City Council shall have the responsibility of appointing and removing any member of the Planning and Zoning Commission (P&Z), Zoning Board of Adjustment (ZBA), Landmark Commission (LC), Design Review Board (DRB), and Bicycle, Pedestrian, and Greenways Advisory Board.

##### 2. Final Action.

The City Council shall hear and take final action on the following:

- a. Development agreements and oversize participation agreements for City participation in cost-sharing of infrastructure improvements;
- b. Conditional use permits;
- c. Zoning map amendments (rezoning);
- d. Concept Plans for Planned Development Districts (PDD) and Planned Mixed-Use Districts (P-MUD);
- e. Text amendments;
- f. Comprehensive Plan amendments;
- g. Impact fee land use decisions and Capital Improvement Plan (CIP) priorities;
- h. Annexations;
- i. Appeal of the P&Z's decision regarding a development exaction appeal;
- j. Appeal of the DRB's denial of a Gateway Grant;
- k. Appeal of the LC's denial of a Certificate of Appropriateness; ~~and~~
- l. Appeal of the LC's decision of a Certificate of Demolition; ~~and-~~
- m. Petitions to form a Municipal Utility District

## **Unified Development Ordinance**

### **Article 2. Development Review Bodies**

#### **Section 12-2.2**

##### **D. Powers and Duties.**

The Planning and Zoning Commission shall have the following powers and duties:

##### **1. Comprehensive Plan**

The Planning and Zoning Commission shall make recommendations for the effective coordination of the various City departments, committees, and boards, in implementing the Comprehensive Plan.

##### **2. Recommendations**

The Planning and Zoning Commission shall review and make recommendations to the City Council subject to the terms and conditions set forth for such uses in this UDO for the following:

- a.** Conditional use permits;
- b.** Zoning map amendments (rezoning);
- c.** Concept plans for Planned Development Districts (PDD) and Planned Mixed-Use Districts (P-MUD);
- d.** Text amendments;
- e.** Comprehensive Plan amendments;
- f.** Impact fee land use decisions;
- g.** Capital Improvement Plan (CIP) priorities; ~~and~~
- h.** Annexations; and-
- h.i.** Petitions to form a Municipal Utility District

## Unified Development Ordinance

### Article 2. Development Review Bodies

#### Sec. 12-2.12. Summary of Review Authority.

The following table summarizes the authority of the various review bodies and staff.

PROCEDURE	City Council	P&Z Comm.	Zoning Bd. of Adj.	Design Rev. Bd.	Land. Comm.	Bike, Ped. & Grnwy	Admin.	Building Official	Dev. Engr.
<b>CITY COUNCIL (CC)</b>									
Oversize Participation	D								RR
Development Agreement	D						RR		R
Conditional Use permit	D	R					RR		
Zoning Map Amendment	D	R					RR		
Zoning Map Amendment (HP)	D	R			R		RR		
PDD/P-MUD Concept Plan	D	R					RR		
Text Amendment	D	R				R	RR		
Comp. Plan Amendment	D	R				R	RR		
Impact Fee/CIP Priorities	D	R				R			RR
Annexations	D	R					RR		

<u>Municipal Utility Districts</u>	<u>D</u>	<u>R</u>					<u>RR</u>		
<b>PLANNING &amp; ZONING COMMISSION (P&amp;Z)</b>									
Preliminary Plan		D					RR		R
Final Plat		D					RR		R
Development Plat		D					RR		R
Waiver of Subdivision Standard		D					RR		R
Development Exaction Appeal	A	D							RR
<b>ZONING BOARD OF ADJUSTMENT (ZBA)</b>									
Variance			D				RR	R	RR
Administrative Appeal			D				RR		
Zoning Map Interpretation			D				RR		
<b>DESIGN REVIEW BOARD (DRB)</b>									
WPC District Site Plan		A		D			RR		R
WPC District Building/Sign Review		A		D			RR		
WPC Parking Waivers		A		D			RR		
NG Waivers				D			RR		
Non-Residential Arch. Stand. Waiver				D			RR		

Gateway Grants	A			D			RR		
<b>LANDMARK COMMISSION (LC)</b>									
Certificates of Appropriateness	A				D		RR		
Certificates of Demolition	A				D		RR		
<b>ADMINISTRATOR</b>									
Interpretation		A**	A				D		
Sign Permit			A				D		
Site Plan		A		A*			D		R
Administrative Adjustment			A				D		
WPC District Building or Sign, Minor			A				D		
Minor or Amending Plat		A					D		R
PD Concept Plan Minor Amend.		A					D		
Certificate of Appropriateness, Routine					A		D		
NG Roof Color Palette Amendment		A					D		
Alternative Parking Plans		A					D		

Determination of Plat Applicability		A						D		R
<b>BUILDING OFFICIAL (BO)</b>										
Building Permit									D	
Certificate of Occupancy							R		D	R
Certificate of Completion							R		D	R
<b>DEVELOPMENT ENGINEER (DE)</b>										
Development Permit										D
Driveway Application				A						D
Alternative Const. Material				A						D
* Section 12-3.6.E. Site Plan Review Criteria and 12-3.7.E. Wolf Pen Creek Design District General Site Plan Review Criteria only.										
** Subdivision Regs. only. <b>KEY: A=Appeal R=Recommend D=Final Action/Decision RR=Review/Report</b>										

## Unified Development Ordinance

### Article 8. Subdivision Design and Improvements

#### Sec. 12-8.5. Waiver of Subdivision Standards.

- A. The Commission may authorize a waiver from the regulation when, in their opinion, undue hardship will result from requiring strict compliance. In granting a waiver, the Commission shall prescribe only conditions that it deems not prejudicial to the public interest. In making the findings hereinbefore required, the Commission shall take into account the nature of the proposed use of the land involved, the existing use of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, the possibility that a nuisance will be created, and the probable effect of such waiver upon traffic conditions and upon public health, convenience, and welfare of the vicinity. No waiver shall be granted unless the Commission finds:
1. That there are special circumstances or conditions affecting the land involved such that strict application of the provisions of this chapter will deprive the applicant of the reasonable use of his land;
  2. That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant;
  3. That the granting of the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area, or to the City in administering this chapter; and
  4. That the granting of the waiver will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this UDO.
- B. Such findings of the Commission shall be incorporated into the official minutes of the meetings at which such waiver is granted. Waivers may be granted only when in harmony with the general purpose and intent of this UDO so that public health, safety, and welfare may be secured and substantial justice done.
- C. **Waiver from Water Flow Requirements.**  
A waiver to fire flow provisions set out in the Water Facilities standards contained in this UDO is prohibited.
- D. **Waiver from Lot Size.**  
With the exception of lots located within a City-authorized Municipal Utility District, Aa waiver to the minimum lot size provisions set out in the Extraterritorial Jurisdiction Standards contained in this UDO is prohibited.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTIONS 12-2.1, "CITY COUNCIL", 12-2.2, "PLANNING & ZONING COMMISSION", 12-2.12, "SUMMARY OF REVIEW AUTHORITY", AND 12-8.5.D, "WAIVER FROM LOT SIZE" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT 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," Sections 12-2.1, "City Council", 12-2.2, "Planning & Zoning Commission", 12-2.12, "Summary of Review Authority", and 12-8.5.D, "Waiver from Lot Size" 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 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 26<sup>th</sup> day of February, 2015.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

That Chapter 12, "Unified Development Ordinance," Section 12-2.1, "City Council," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending subsection 12-2.1.B.2, "Final Action", to read as follows:

**"2. Final Action.**

The City Council shall hear and take final action on the following:

- a. Development agreements and oversize participation agreements for City participation in cost-sharing of infrastructure improvements;
- b. Conditional use permits;
- c. Zoning map amendments (rezoning);
- d. Concept Plans for Planned Development Districts (PDD) and Planned Mixed-Use Districts (P-MUD);
- e. Text amendments;
- f. Comprehensive Plan amendments;
- g. Impact fee land use decisions and Capital Improvement Plan (CIP) priorities;
- h. Annexations;
- i. Appeal of the P&Z's decision regarding a development exaction appeal;
- j. Appeal of the DRB's denial of a Gateway Grant;
- k. Appeal of the LC's denial of a Certificate of Appropriateness;
- l. Appeal of the LC's decision of a Certificate of Demolition; and
- m. Petitions to form a Municipal Utility District."

That Chapter 12, “Unified Development Ordinance,” Section 12-2.2, “Planning & Zoning Commission,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending subsection 12-2.2.D.2, “Recommendations”, to read as follows:

**“2. Recommendations.**

The Planning and Zoning Commission shall review and make recommendations to the City Council subject to the terms and conditions set forth for such uses in this UDO for the following:

- a. Conditional use permits;
- b. Zoning map amendments (rezoning);
- c. Concept Plans for Planned Development Districts (PDD) and Planned Mixed-Use Districts (P-MUD);
- d. Text amendments;
- e. Comprehensive Plan amendments;
- f. Impact fee land use decisions;
- g. Capital Improvement Plan (CIP) priorities;
- h. Annexations; and
- i. Petitions to form a Municipal Utility District.”

That Chapter 12, “Unified Development Ordinance,” Section 12-2.12, “Summary of Review Authority,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**“Sec. 12-2.12. Summary of Review Authority.**

The following table summarizes the authority of the various review bodies and staff.

PROCEDURE	City Council	P&Z Comm.	Zoning Bd. of Adj.	Design Rev. Bd.	Land. Comm.	Bike, Ped. & Grnwy	Admin.	Building Official	Dev. Engr.
<b>CITY COUNCIL (CC)</b>									
Oversize Participation	D								RR
Development Agreement	D						RR		R
Conditional Use permit	D	R					RR		
Zoning Map Amendment	D	R					RR		
Zoning Map Amendment (HP)	D	R			R		RR		
PDD/P-MUD Concept Plan	D	R					RR		
Text Amendment	D	R				R	RR		
Comp. Plan Amendment	D	R				R	RR		
Impact Fee/CIP Priorities	D	R				R			RR
Annexations	D	R					RR		
Municipal Utility Districts	D	R					RR		
<b>PLANNING &amp; ZONING COMMISSION (P&amp;Z)</b>									
Preliminary Plan		D					RR		R
Final Plat		D					RR		R
Development Plat		D					RR		R
Waiver of Subdivision Standard		D					RR		R
Development Exaction Appeal	A	D							RR
<b>ZONING BOARD OF ADJUSTMENT (ZBA)</b>									
Variance			D				RR	R	RR
Administrative Appeal			D				RR		
Zoning Map Interpretation			D				RR		
<b>DESIGN REVIEW BOARD (DRB)</b>									
WPC District Site Plan		A		D			RR		R

WPC District Building/Sign Review		A		D			RR		
WPC Parking Waivers		A		D			RR		
NG Waivers				D			RR		
Non-Residential Arch. Stand. Waiver				D			RR		
Gateway Grants	A			D			RR		
<b>LANDMARK COMMISSION (LC)</b>									
Certificates of Appropriateness	A				D		RR		
Certificates of Demolition	A				D		RR		
<b>ADMINISTRATOR</b>									
Interpretation		A**	A				D		
Sign Permit			A				D		
Site Plan		A		A*			D		R
Administrative Adjustment			A				D		
WPC District Building or Sign, Minor			A				D		
Minor or Amending Plat		A					D		R
PD Concept Plan Minor Amend.		A					D		
Certificate of Appropriateness, Routine					A		D		
NG Roof Color Palette Amendment		A					D		
Alternative Parking Plans		A					D		
Determination of Plat Applicability		A					D		R
<b>BUILDING OFFICIAL (BO)</b>									
Building Permit								D	
Certificate of Occupancy							R	D	R
Certificate of Completion							R	D	R
<b>DEVELOPMENT ENGINEER (DE)</b>									
Development Permit									D
Driveway Application				A					D
Alternative Const. Material				A					D
* Section 12-3.6.E. Site Plan Review Criteria and 12-3.7.E. Wolf Pen Creek Design District General Site Plan									

Review Criteria only.

\*\* Subdivision Regs. only. **KEY:** **A**=Appeal **R**=Recommend **D**=Final Action/Decision **RR**=Review/Report

That Chapter 12, “Unified Development Ordinance,” Section 12-8.5.D, “Waiver from Lot Size,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**“D. Waiver from Lot Size.**

With the exception of lots located within a City-authorized Municipal Utility District, a waiver to the minimum lot size provisions set out in the Extraterritorial Jurisdiction Standards contained in this UDO is prohibited.”