



College Station, TX

Meeting Agenda

City Council - Amended

1101 Texas Ave, College Station, TX 77840

Internet: <https://zoom.us/j/96728393278>

Phone: 888 475 4499 and Meeting ID: 967 2839 3278

September 22, 2022

4:00 PM

City Hall Council Chambers

Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.

1. **Call to Order.**
2. **Executive Session is Closed to the Public and Will Be Held in the 1938 Executive Conference Room. The Open Meeting Will Resume No Earlier Than 6:00 PM.**

Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed.

Litigation

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas
- b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
- c. Shana Elliott and Lawrence Kalke v. The City of College Station, et al.
- d. Robert Danny Clack, II v. The City of College Station, et al.

Legal Advice

- a. Legal Advice related to short term rentals.

Real Estate {Gov't Code Section 551.072};

Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Property generally located in the southwest quadrant of Texas State Highway 6 and Harvey Road.

Personnel {Gov't Code Section 551.074};

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Manager
- b. Council Self Evaluation

Economic Incentive Negotiations {Gov't Code Section 551.087};

Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:

- a. Economic incentives for a property generally located at the intersection of Biomedical Way and Health Science Center Parkway.

3. Reconvene from Executive Session and Take Action, if Any.

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

Speaker Protocol

An individual who wishes to address the City Council regarding any item on the agenda other than those items posted for Executive Session must register with the City Secretary two (2) hours prior to the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council through the use of a translator may speak for six (6) minutes. At the three (3) minute mark the City Secretary will announce that the speaker must conclude their remarks.

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation proclaiming October 5th as World Teachers' Day.

Sponsors: Tanya Smith

Attachments: 1. 221005 World Teachers Day

6. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

7. Workshop Items.

- 7.1. Presentation, discussion, and possible action on the proposed “Cooling” College Station: Five-Year Planting Plan for Urban Heat Mitigation.

Sponsors: Michael Ostrowski

Attachments: 1. Heat Islands Report - 202209

- 7.2. Presentation, discussion, and possible action regarding options for Shady Drive.

Sponsors: Emily Fisher

Attachments: None

- 7.3. Presentation, discussion, and possible action regarding the design of the Egremont Court Rehabilitation Project.

Sponsors: Jennifer Cain

Attachments: None

8. Consent Agenda.

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

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

- August 25, 2022 Council Meeting
- September 8, 2022 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM082522 DRAFT Minutes
2. CCM090822 DRAFT Minutes

- 8.2. Presentation, discussion, and possible action on a resolution approving the City’s investment policy, reviewing and recording changes to such policy and strategy, approving a collateral policy, and designating investment officers for the fiscal year ending September 30, 2023, stating that the City Council has reviewed and approved the City's investment policy, broker-dealer list and investment strategy.

Sponsors: Michael DeHaven

Attachments: 1. Investment Policy Resolution FY 23 with Exhibits

- 8.3. Presentation, discussion, and possible action on a ten-year agreement with Axon Enterprise, Inc. (“AXON”) for the purchase and support of products and services including body cameras, fleet cameras, electronic control devices, digital storage, and associated reporting systems for an amount not to exceed \$6,417,557.66.

Sponsors: Mike Pavelka

Attachments: 1. 23300001 Axon Enterprise, Inc. MSPA

- 8.4. Presentation, discussion, and possible action regarding City of College Station Excess Liability and Workers’ Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability, Unmanned Aircraft liability and property; Special Events policies for Fiscal Year 2023. FY23 premiums for all lines of coverage are not to exceed \$1,080,000.

Sponsors: Alison Pond

Attachments: None

- 8.5. Presentation, discussion, and possible action on approving a five year master services agreement for utility billing software and services with Origin Utility, Inc. not to exceed \$2,273,185.09.

Sponsors: Mary Ellen Leonard

Attachments: 1. 22300615 Origin Utility Inc

- 8.6. Presentation, discussion, and possible action on authorizing additional expenditures up to \$500,000 for the purchase of fuel through an existing contract with Fikes Wholesale, Inc.; bringing the total annual estimated expenditure to \$1,900,000.

Sponsors: Mary Ellen Leonard

Attachments: None

- 8.7. Presentation, discussion and possible action regarding Change Order No. 1 for an amount not to exceed \$70,000 to the construction contract with Larry Young Paving for the Rock Prairie Road West Project.

Sponsors: Jennifer Cain

Attachments: 1. Change Order 1 Rock Prairie

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.087 acre portion of a 15-foot Public Utility Easement, said portion lying due east of the terminus of Biomedical Way, of the Traditions Subdivision Phase 23 according to the easement agreement recorded in Volume 13417, Page 155, of the Official Records of Brazos County, Texas.

Sponsors: Anthony Armstrong

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map
5. Application

- 9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 9.86 acres of land, being 26 lots within North Forest Estates, Block 1 and 2, generally located along Justin Avenue.

Sponsors: Alyssa Halle-Schramm

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information
4. Rezoning Map
5. Original Subdivision Plat
6. Applicant's Supporting Information
7. Petition Committee Members
8. Neighborhood Meeting Materials
9. Petition Signatures

- 9.3. Presentation, discussion, and possible action on the Small Area Plan Audit.

Sponsors: Naomi Sing

Attachments: 1. Small Area Plan Audit

- 9.4. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations," Section 6.3 "Types of Use," Section 6.4 "Specific Use Standards," Article 7, "General Development Standards," Section 7.2 "General Provisions," Section 7.3 "Off-Street Parking Standards," Section 7.6 "Landscaping and Tree Protection," Section 7.7 "Buffer Requirements," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the creation of a new use called Shared Housing.

Sponsors: Michael Ostrowski

Attachments:

1. Ordinance - Shared Housing
2. UDO - Section 6.3 - Types of Uses - Changes
3. UDO - Article 7 - General Development Standards - Changes
4. UDO - Section 11.2 - Defined Terms - Changes

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

12. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

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

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

14. Adjourn.

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on September 19, 2022 at 3:30 p.m.



City Secretary

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

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

September 22, 2022
Item No. 5.1.
Proclamation for World Teachers Day

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming October 5th as World Teachers' Day.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the proclamation.

Summary: World Teachers' Day is held annually on 5 October to celebrate all teachers around the globe. It commemorates the anniversary of the adoption of the 1966 ILO/UNESCO Recommendation concerning the Status of Teachers, which sets benchmarks regarding the rights and responsibilities of teachers, and standards for their initial preparation and further education, recruitment, employment, and teaching and learning conditions. The Recommendation concerning the Status of Higher-Education Teaching Personnel was adopted in 1997 to complement the 1966 Recommendation by covering teaching personnel in higher education. World Teachers' Day has been celebrated since 1994.

It is a day to celebrate how teachers are transforming education but also to reflect on the support they need to fully deploy their talent and vocation, and to rethink the way ahead for the profession globally.

Budget & Financial Summary: None.

Attachments:

1. 221005 World Teachers Day



Proclamation

Office of the Mayor

WHEREAS: College Station's future strength depends on providing a high-quality education to all students; and

WHEREAS: Teacher quality matters more to student achievement than any other school-related factor; and

WHEREAS: Teachers spend long hours preparing lesson plans and supporting students in countless ways; and

WHEREAS: CSISD and all other area teachers have demonstrated great resilience, adaptability, and creativity during the COVID-19 crisis; and

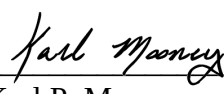
WHEREAS: This community recognizes and supports teachers in educating our children, even under the most challenging circumstances; and

WHEREAS: #TeachersCan is a statewide movement supported by more than 125 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas.

NOW, THEREFORE, I, Karl P. Mooney, as Mayor of the City of College Station and on behalf of the entire College Station City Council joins #TeachersCan and its partnering entities across Texas in celebrating World Teachers' Day and do hereby proclaim October 5, 2022, as

WORLD TEACHERS' DAY

and encourage members of our community to "Be a light for CSISD and all other area teachers" and personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 5th as a symbol of support for our educators.


Karl P. Mooney
Mayor

Attest:


Tanya Smith
City Secretary

September 22, 2022

Item No. 7.1.

“Cooling” College Station: Five-Year Planting Plan for Urban Heat Mitigation

Sponsor: Michael Ostrowski, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the proposed “Cooling” College Station: Five-Year Planting Plan for Urban Heat Mitigation.

Relationship to Strategic Goals:

- Sustainable City

Recommendation(s): Staff recommends that the City Council receive the presentation and provide direction as appropriate.

Summary: In September 2021, the College Station City Council directed staff to research urban heat islands and determine costs for mitigation strategies focused on tree planting. In April 2022, staff presented a five-year planting plan that included planting 376 trees on City-controlled properties, and creating a residential tree planting program that would provide 500 trees per year to area residents to plant on their properties. Following this, the City Council directed staff to increase the number of plantings and bring the item back for additional consideration.

Since then, staff have identified additional planting areas, as well as increased the density of previously proposed planting areas. With the additional areas and increased density, the program could increase the number of trees to approximately 4,800 over five years. In addition, the 500 trees per year for the residential program would also continue, bringing the total number of trees to about 7,300 over five years.

The additional density comes from decreasing the spacing requirements for the trees from 55 feet to 25 feet. The 55 feet in the initial presentation was a spacing value that allowed a mature spread of the trees, which would take many years to occur. By reducing the spacing to 25 feet, this will create a denser canopy and provide for coverage protection when some of the trees die from disease or drought. The 25-foot spacing requirement is also consistent with the City’s streetscaping requirements along all major arterials.

Much of the additional planting areas comes from additional City-controlled properties, or properties that are controlled by TxDOT. Staff has reached out to TxDOT and they have indicated general agreement to allow planting in these areas, subject to keeping clear zone areas. Furthermore, there are some areas that will require more detailed analysis, such as medians, if the City Council decides to move forward with this program.

Staff has also continued to build on partnerships for the program. The TAMU Forest Service has graciously committed to providing \$15,000/year for two years for the City to purchase and plant trees in areas to help combat the urban heat island. In addition, they would offer 250 seedlings for the annual residential tree distribution event. The TAMU Forest Service proposal is attached.

In addition to the partnership with the TAMU Forest Service, the City applied for and was accepted into the Department of Housing and Urban Development's (HUD's) Climate Communities Technical Assistance Program. HUD's goal for the program is to provide communities with the necessary tools to successfully implement resilience activities to mitigate and adapt to climate hazards. Staff submitted the Cooling College Station report and planting plan for consideration.

Finally, as mentioned during the previous discussion on this item, the trees at the intersection of University Drive and Hwy 6 will need to be relocated because of the upcoming TxDOT project. There are about 300-400 trees at this location that will need to be relocated, and some or all could be to the locations identified in this report.

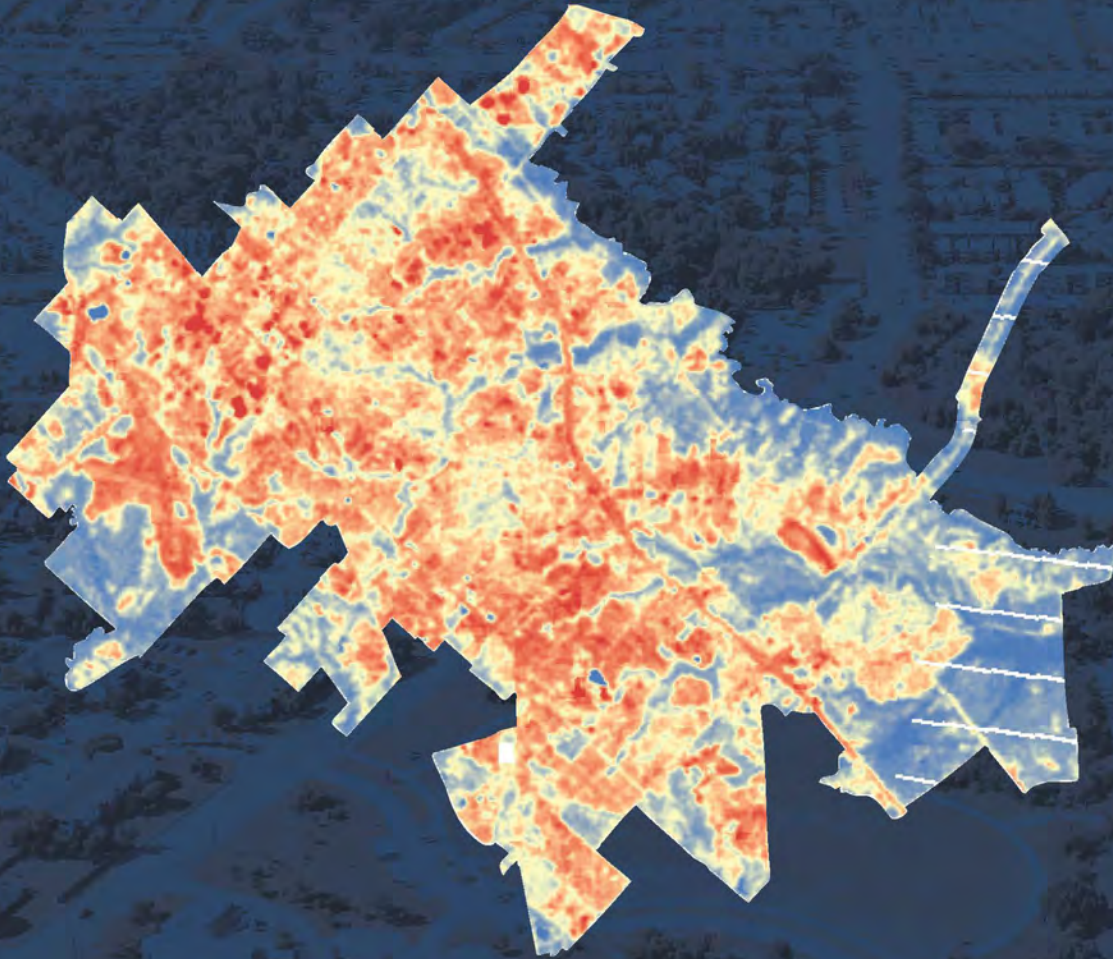
Budget & Financial Summary: The financial impact will depend on what direction the City Council takes with the proposed plan.

Attachments:

1. Heat Islands Report - 202209

“COOLING” COLLEGE STATION: A FIVE-YEAR PLANTING PLAN FOR URBAN HEAT MITIGATION

PREPARED **SEPTEMBER 2022**



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

Overview

In September 2021, the College Station City Council directed staff to research urban heat islands and determine costs for mitigation strategies focused on tree planting. This report provides an overview of the urban heat island phenomenon, maps and analysis on the City's vegetative cover and surface area temperatures, and proposes priority locations for tree planting over the next five years. The report recommends specific tree species and estimates program costs, methods of monitoring implementation, and additional strategies the Council may wish to consider. The report is organized as follows:

- Urban Heat Island Effect
- Methodology & Analysis
- Recommendations
 - Priority Planting Areas
 - Buffers & Spacing
 - Tree Species & Program Costs
 - Monitoring Implementation
- Additional Mitigation Strategies
 - Residential Tree Planting Program
 - Partnership Opportunities
 - HUD Climate Communities Technical Assistance Program
 - Regulatory Changes & Non-Planting Approaches
- Appendices: Texas A&M Forest Service Proposal to Reduce Urban Heat Islands & Planting Area Maps

Urban Heat Island Effect

The Environmental Protection Agency (EPA) states: "Urban heat islands" occur when cities replace natural land cover with dense concentrations of pavement, buildings, and other surfaces that absorb and retain heat. This effect increases energy costs (e.g., for air conditioning), air pollution levels, and heat-related illness and mortality.¹

The heat island effect essentially creates "islands" of higher temperatures in urbanized areas as compared with less developed surrounding areas. Across the U.S., daytime temperatures in urban areas tend to be about 1–7°F higher than in surrounding areas and nighttime temperatures are approximately 2–5°F higher. These differences are typically even greater for humid regions.²

Cities are using a myriad of strategies to mitigate urban heat and its impacts. These include more trees and vegetation, green roofs, cool roofs, cool pavements, and smart growth approaches to urban planning.³ Other localities around Texas and the U.S. are exploring the issue of urban heat islands and working toward mitigation. Trees provide a wide spectrum of benefits, including: energy conservation, enhanced air quality, improved water quality, enhanced aesthetics, and increased property values.⁴

¹ www.epa.gov/heatislands/learn-about-heat-islands

² Ibid

³ www.epa.gov/heatislands/heat-island-cooling-strategies

⁴ wrrc.arizona.edu/sites/wrrc.arizona.edu/files/Urban%20Forest%20Values.pdf

This figure from the EPA provides a conceptual illustration of the urban heat island effect. While College Station does not have a defined downtown core as shown in the figure, the diagram illustrates the variation of temperatures depending on land use cover (such as buildings, water bodies, and open land). The Bryan/College Station area has an average intensity score of 6°F, according to an analysis undertaken by Climate Central – this implies that temperatures in B/CS urbanized areas are an average of 6°F higher than in surrounding areas.⁵

Open or barren land (even with grass or turf) is often associated with high levels of heat due to a lack of shading and greater absorption of heat. Conversely, metal and light-colored roofs and bodies of water appear as cool areas, since more heat is reflected off these surfaces.

The first sample image on the right is the College Station High School campus. The estimated surface temperatures clearly show hot areas on the turf football field, tennis courts, baseball and softball fields, and surrounding parking areas. The darkest blue area matches the building footprint, indicating reflective or light-colored roofing materials. The vegetated and floodplain areas to the east and southeast also render as shades of blue, indicating cooler spots due to existing tree canopy.

The second sample image on the right is the State Highway (SH) 6 and University Drive interchange. The cooling benefit of the tree canopy is viewable on the north side of the interchange where there is a significant established tree canopy, compared to the south side of the interchange where the tree canopy is younger and smaller. The pending TxDOT widening project necessitates tree relocations for much of the existing tree canopy in this location. There are opportunities to relocate these trees to identified areas using the new Public Works tree spade.

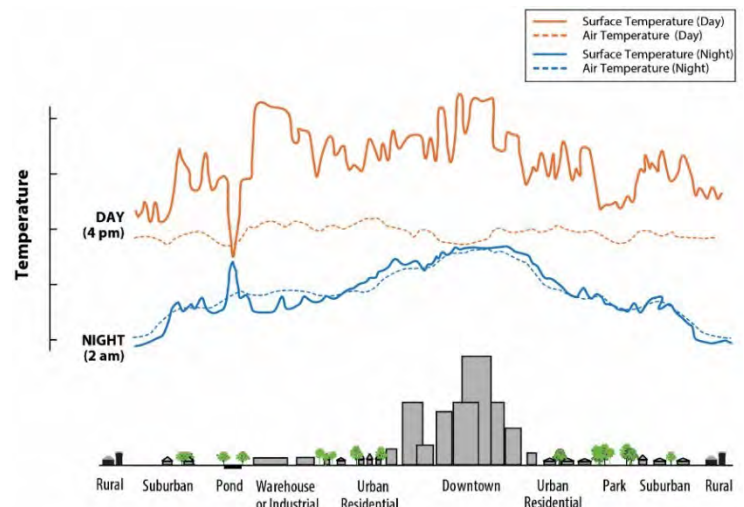
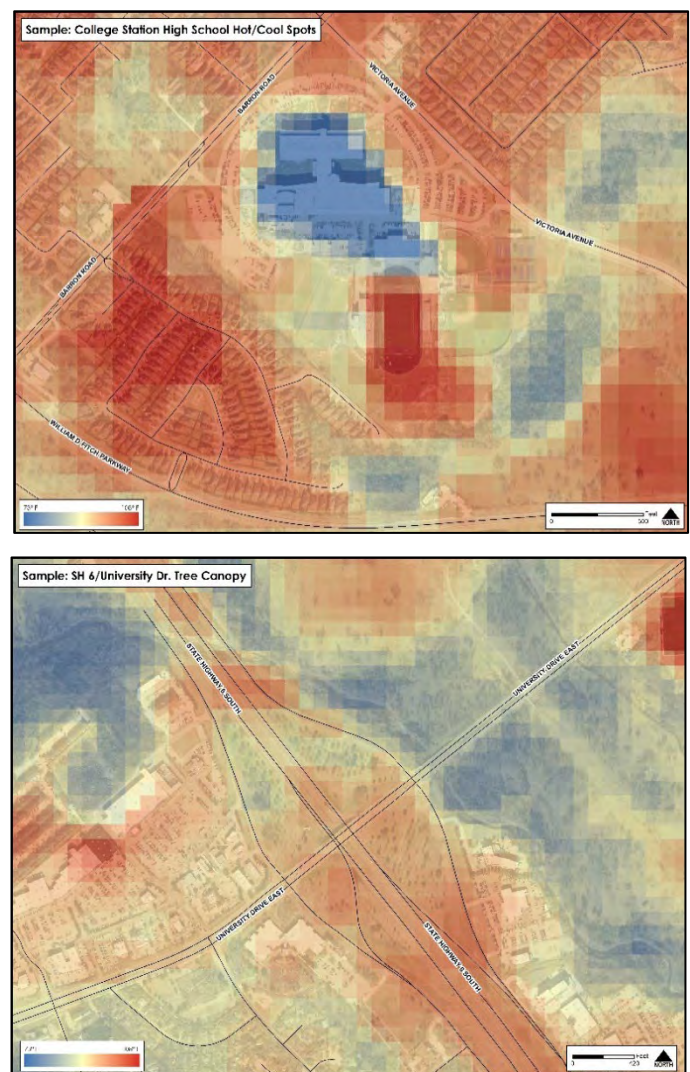


Figure 1. Urban Heat Island Effect. Source: EPA



⁵ https://ccimngs-2021.s3.amazonaws.com/2021UHI/2021UHI_Intensity_bryan_en_title_lg.jpg

Methodology & Analysis

Following City Council direction, staff have analyzed heat levels throughout the City and prepared recommendations on areas where the heat mitigation strategy of tree-planting may be most cost-effective and yield the greatest benefits.

Staff used publicly available remote sensing data from United States Geological Survey (USGS) Landsat satellites. Specifically, Landsat 7 Analysis Ready Data (ARD) was used to create the Estimated Surface Temperature Map, and this data was collected on September 23, 2021 at 3:53 p.m. The Surface Temperature Map was created using a ratio to convert from the arbitrary digital numbers (DNs) collected at the satellite into temperature, at a spatial resolution of 60 square meters per “pixel”.

Staff examined heat throughout the City using several different spatial perspectives. Staff preliminarily identified hot spots on the Landsat raw data heat map with the 60 square meter “pixels”, and then created two additional maps that aggregated the data in different ways: first according to a grid with half-mile by half-mile squares, and then according to Census blocks. These two maps aggregated the data by averaging the raw temperature data within each half-mile grid square or Census block.

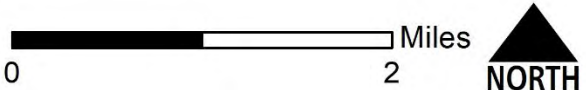
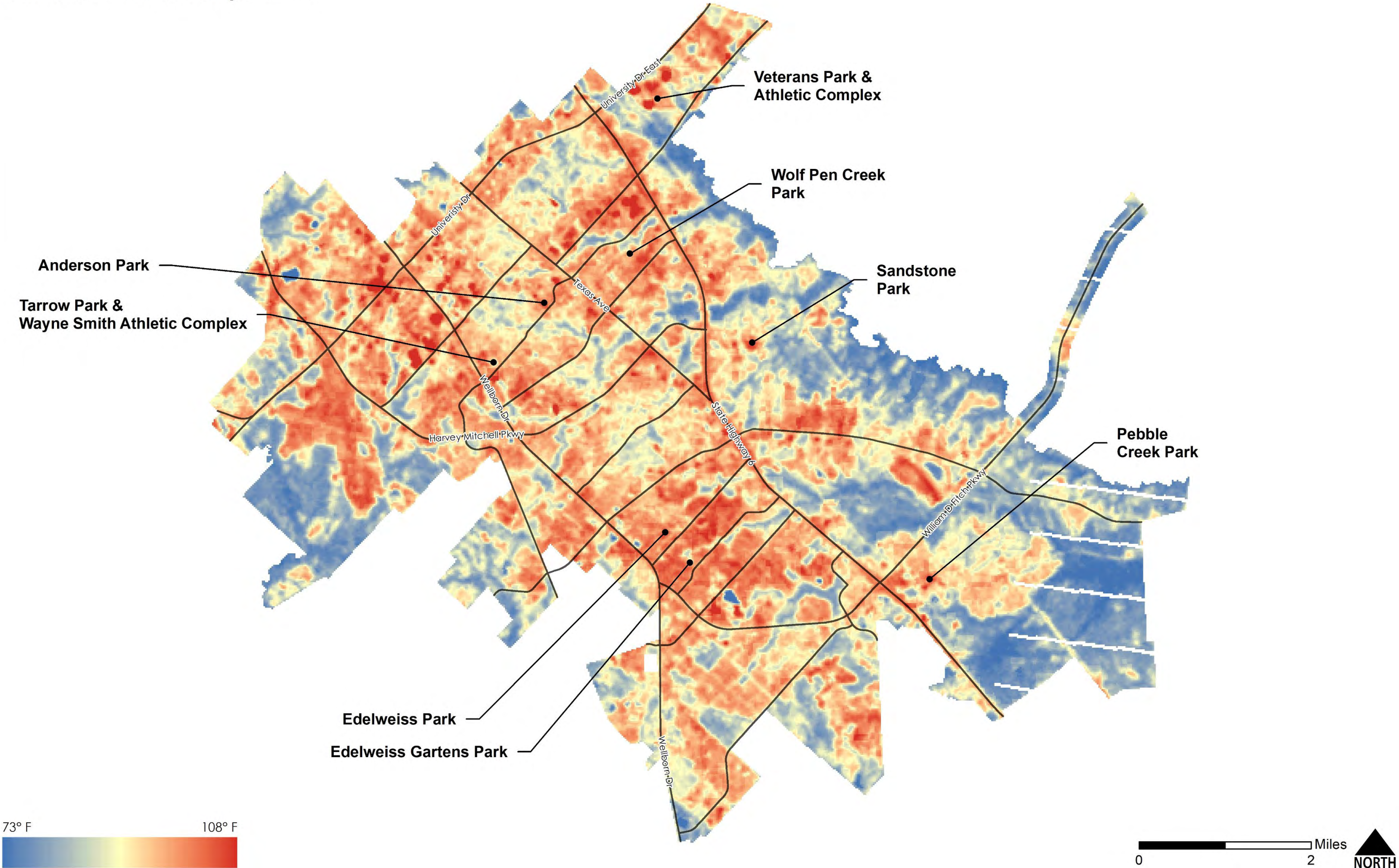
The top 10 hottest half-mile grid squares included portions of Texas A&M University and particularly West Campus, Post Oak Mall and the Harvey Road corridor, Northgate, Easterwood Airport, and newer residential developments in south College Station. The hottest 10 percent of Census blocks showed similar results, with hot temperatures on the Texas A&M University campus, Post Oak Mall and Harvey Road, Northgate, and south College Station subdivisions. Additionally, the Census blocks map showed hot spot areas along Highway 6 and at the Aggieland Driving Range, the Wellborn/ Deacon/ Fraternity Row area, and several multi-family complexes east of Easterwood Airport.

The City has limited planting opportunities on privately-owned and state-owned properties that were identified as some of the hottest areas within the city. Recognizing the need for continued discussions and partnerships with other entities, staff recommends that City-owned properties be the focus of this initial planting program. To this end, Planning & Development Services staff determined the top 10 percent of City-owned properties and met with Parks & Recreation, Public Works, and CSU Electric to ensure that proposed planting locations were feasible.

In summary, the following steps were taken in the analysis:

1. Preliminary visual spot check to identify hot spots on the Landsat raw data heat map
2. Created aggregate maps averaging the data by half-mile grid squares and Census blocks.
Identified top 10 hottest grid squares and the top 10 percent of Census blocks
3. Determined top 10 percent hottest City-owned properties
4. Combined parcels within the list where appropriate (for example, W.A. Tarrow Park is composed of different parcels and these were combined for simplicity)
5. Met with other City departments to consider constraints including parks planning, drainage, infrastructure and utilities, and planned capital projects
6. Developed list of priority planting areas within City-owned properties

Estimated Surface Temperature



Recommendations

The following Priority Planting Areas were proposed based on the hot spots where planting can produce the most beneficial outcomes for heat mitigation. Furthermore, these areas were identified as ones that provide greater certainty for the prolonged growth of the trees. Staff identified areas that would not likely be subject to future disturbance, such as street widenings, which may cause the removal of the trees before they reach maturity and provide the desired benefits. This list focused on existing park properties and is listed in descending order, from hottest to less hot.

Original Priority Planting Areas

1. Edelweiss Park
2. Sandstone Park
3. Edelweiss Gartens Park
4. Anderson Park
5. Pebble Creek Park
6. Tarrow Park & Wayne Smith Athletic Complex
7. Wolf Pen Creek Park
8. Veterans Park & Athletic Complex

In April 2022, staff presented the five-year planting plan that recommended planting 376 trees on City-controlled properties and creating a residential tree planting program that would provide 500 trees per year to area residents to plant on their properties. Following this, the City Council directed staff to increase the number of plantings.

Additional Priority Planting Areas & Right-of-Way (ROW)

Since April, staff have identified additional planting areas in parks, City-owned property, and right-of-way (ROW), as well as increased the density of previously proposed planting areas. With the additional areas and increased density, the program could increase the number of trees to approximately 4,800 over five years. In addition, the 500 trees per year for the residential program would also continue, bringing the total number of trees to about 7,300 over five years.

The additional tree density comes from decreasing the spacing requirements for the trees from 55-feet to 25-feet. The 55-foot initial spacing value was selected to allow a mature spread of the trees, which would take many years to occur. By reducing the spacing to 25-feet, this will create a denser canopy and provide for coverage protection when some of the trees die from disease or drought. The 25-foot spacing requirement is also consistent with the City's streetscaping requirements along all major arterials.

Much of the additional planting areas come from additional City-controlled properties, such as parks, or properties that are controlled by the Texas Department of Transportation (TxDOT). Staff has reached out to TxDOT and they have indicated general agreement to allow planting in these areas, subject to keeping clear zone areas. Furthermore, there are some areas that will require more detailed analysis, such as medians, if the City Council decides to move forward with this program and planting plan.

Beyond the identified additional priority planting areas, there are other “hot” areas of the City where tree planting may be highly beneficial to mitigate the urban heat island effect, but significant constraints exist at present. These constraints include land ownership, easements, drainage concerns, limited right-ROW widths, and future road improvement projects. These locations are not included within the recommended planting areas within the scope of this report but could be considered as future initiatives.

Future Planting Opportunities & Constraints:

- Harvey Road corridor – requires TxDOT coordination, has constrained ROW, and a pending TxDOT median project
- Barron Road corridor – has constrained ROW and visibility concerns
- Graham Road corridor – has constrained ROW
- Harvey Mitchell Parkway (FM 2818) at Texas near Walmart – requires TxDOT coordination and determination of future intersection project(s)

Buffers & Spacing

Within each planting area, City staff analyzed existing constraints including utilities, drainage, and future parks projects/fields. Staff also identified buffer areas needed between planting areas and existing infrastructure, such as utilities and sidewalks, to prevent root intrusion and/or destabilization of soils in areas designated for drainage purposes. Typical spacing requirements are included within Table 1.

Table 1. Typical Spacing Requirements

Tree Type	Public Utility Easements	Detention pond berm or bank of drainage way	Within drainage conveyance path	Sidewalks / trails
Canopy	Not allowed. 10-15 feet buffer distance*	Not allowed within 10-15 feet	Not allowed	Not allowed within 5 feet
Non-Canopy	Not preferred. Minimum 5 feet from utility line			

* Farther for more critical infrastructure like transmission lines – a tree that will grow to 60 feet in height at maturity should be planted 60 feet from the outside edge of the transmission right-of-way

Through discussions with City staff and CSU Electric, constraints regarding spacing from utilities were addressed. Figure 2 shows ideal planting buffers from utility lines (figure from Oncor).

Staff recommends that trees should be planted at specific locations within each park that maximize the cooling properties of trees at the human scale. This can be accomplished by planting



Figure 2. Buffer Distances from Utilities

“respite trees” that mitigate heat island effect and simultaneously provide heat relief for pedestrians, where cooling is needed most. In general, trees should be evenly spaced in a way that breaks up hot spots, much like road crosswalks are designed to include pedestrian refuges within the medians. Further research could be beneficial in determining the ideal distance that a pedestrian should have to walk without the “respite” provided by tree cover, and this could become a target number for the City’s ongoing efforts to grow and maintain an urban forest, with the health, aesthetic, and financial benefits that this amenity brings.

The following specific locations are recommended and were used as guidelines for this initial phase of targeted planting:

1. Along the edges of sports fields and other open areas where children and adults congregate and are gathered for an extended period of time while exposed to the elements
2. Along walking paths and other heavily-used areas of each park, as shown by “desire lines” (informal pathways where the grass is trodden down due to foot traffic over time)
3. Any large open area without trees that is not actively used for recreational purposes (such as sports or practice fields)

Tables 2.A and 2.B below provide narrative descriptions of the planting locations and constraints within each (original and additional) Priority Planting Area location. Maps depicting the total plantable area, estimated number of trees, and total cost per Priority Planting Area can be found in the [Appendix](#). The parks in Table 2.A are organized by priority number in descending order, from hottest to less hot. Table 2.B represents the additional planting areas that staff identified based on Council’s request for additional areas, which do not necessarily correlate with the hottest areas of the City but are opportunities for plantings. These are listed in alphabetical order, with cemeteries included at the end since they are managed by the City’s Parks & Recreation Department.

Table 2.A. Tree Placement – Original Priority Planting Areas

Priority	Park Name	Hottest 10 Half-Mile Grids	Planting Locations	Constraints / Considerations
1	Edelweiss Park	Yes	Along walking paths, near the parking lot and playground structure, in between the sports fields, and replant existing dead trees along Victoria Ave.	Underground utilities along Victoria Ave. and the western park boundary, overhead utilities along the southeastern park boundary, and underground lines near parking lot and basketball courts
2	Sandstone Park		Along the walking path, between the parking area and T-ball and soccer fields, and near the park perimeter	Overhead and underground utilities on the perimeter
3	Edelweiss Gartens Park	Yes	Along walking paths, near the playground, and new large planting area by the basketball court (near the stormwater detention area)	Underground utilities along the park perimeters, stormwater detention in middle portion
4	Anderson Park		Near the park perimeter and replant any dead trees along Anderson St.	Overhead and underground utilities on the perimeter and in the basketball court / playground area
5	Pebble Creek Park		Along the walking path and around the sports fields	Underground utilities along the perimeter
6	Tarrow Park & Wayne Smith Athletic Complex		Along the east side of the walking path and near the basketball court on the north side of park, small planting area near maintenance building	Overhead utilities along Holleman and serving the Lincoln Recreation Center, underground utilities along the perimeters and along the walking path
7	Wolf Pen Creek Park	Yes	Along the parking area and walking path closest to the Meyers Senior Center	Underground utilities criss-cross the park, overhead electric along Dartmouth St., floodplain and floodway near the Dartmouth St. and Holleman Dr. intersection (closest to amphitheater)
8	Veterans Park & Athletic Complex		Along parking lots and fields where possible, replant dead trees, and work with Public Works to relocate trees from the University Dr. / SH 6 interchange prior to TxDOT project using tree spade	Underground utilities along University Dr. and within the park serving facilities and irrigation lines for fields, avoid areas planned for future fields and/or memorial projects

Note: None of the hottest 10 percent of City-owned properties fell within the hottest 10 percent of Census blocks

Table 2.B. Tree Placement – Additional Priority Planting Areas & ROW

Name	Planting Locations	Constraints / Considerations
Art & Myra Bright Park	Along the north side of Wolf Pen Creek and the existing utilities	Existing underground wastewater line
Bee Creek Park	Along the parking areas & boundary with College Station Cemetery	Underground utilities
Brisson Park	Along the walking paths	Underground utilities and existing drainage areas
Castle Rock Park	Along the walking paths	Underground utilities and sports fields
Crescent Pointe Park	Northwest corner of park	n/a
Eastgate Park	Open grassy areas	Underground and overhead utilities
Gabbard Park	Along the walking paths	Underground utilities and sports fields
Jack & Dorothy Miller Park	Along the western property boundary and in the northern corner	Sports fields
John Crompton Park	Along the parking areas and in the northern corner	Underground and overhead utilities along Holleman Dr. W.
Oaks Park	Along the walking paths	Existing drainage areas and disc golf course
Reatta Meadows Park	Along the walking paths	Underground utilities
Richard Carter Park	Northwest corner of park	n/a
Stephen C. Beachy Central Park	Along the periphery of sports fields and drive aisles	Underground utilities and sports fields
Aggie Field of Honor & Memorial Cemetery	Along the western property line	Underground utilities, future cemetery plot areas, and viewshed
College Station Cemetery	Along the boundary facing Texas Ave.	Utilities and unmarked graves
Miscellaneous ROWs	Varies	Depends on specific area, but typically utilities and clear sight lines

Tree Species & Program Costs

The tree species below are recommended for the College Station area by the Texas A&M AgriLife Extension's Forest Service. The Forest Service recommends that a diversity of species be planted in each selected area to mitigate impacts of tree diseases that target certain tree species. Planting a diversity of trees helps prevent the canopy in a given area from being destroyed by species-specific diseases.

The Texas A&M Forest Service cultivates small batches of "test" seedlings that have proven to be hardy species and have indicated they may be able to give the City 20-30 seedlings each year and cultivate them in an adaptive way based on results. These potential donations are an alternative the City could explore to potentially save costs and collaborate with local organizations and institutions.

For the purposes of estimating program costs below, all trees were assumed to be purchased at government contract pricing rates. The costs of trees vary widely across species and size. Staff calculated the average mature spread range between 49.2-56.9 feet and the average price per tree of \$271.37 (not including installation, materials, and labor – see Table 4). Exact quantities of each tree species and the specific planting locations will be determined in future phases of this project, if recommended to proceed by the City Council.

Table 3. Proposed Tree Species (based on Texas A&M Forest Service recommendations)

Tree Species	Mature Height Range (ft)*		Mature Spread Range (ft)*		Caliper Inches (estimated)	Gallon Size	Price **	Notes
Live oak	40	80	60	100	2	30 g	\$177.00	Fast-growing but growth rate slows with age
					2.5	45 g	\$295.00	
					3	65 g	\$495.00	
Mexican white oak	50	80	50	80	2	30 g	\$179.00	Adaptable, resistant to drought, abundant flowers and acorns
					2.5	45 g	\$300.00	
Desert willow	15	25		10	0.5-1	15 g	\$100.00	
Chinquapin / chinkapin	40	50	50	60	2.5-3	45 g	\$408.99	Chinquapin acorns are a preferred food source for many wildlife
Bald cypress	50	70		25	2	30 g	\$179.00	Root nodes can be an issue for maintenance and mowing
					2.5-3	45 g	\$295.00	
Pecan	70	100	40	75	1.5-2.5	30 g	\$304.50	
					2.5-3	45 g	\$334.07	
Sycamore	40	100	70	70	2-2.5	30 g	\$195.00	Prices for Mexican Sycamore; Mexican and American varieties are best for the B/CS region
					2.5-3	45 g	\$325.00	
Loblolly pine	60	90	25	35	2	30 g	\$179.00	Loblolly pines from the "Lost Pines of Bastrop" area are best suited for the B/CS region
					3	45 g	\$304.00	
Average	45	74.4	49.2	56.9			\$271.37	

*Mature height and spread information collected from the Arbor Day Foundation

**Prices are from a local landscape supply store at their government contract pricing rates

Staff from the Parks & Recreation and Planning & Development Services departments collaborated to determine the estimated “all-in” total cost per tree price, tree installation (without volunteer labor), additional planting materials, and irrigation materials and line installation. Table 4 depicts those assumptions. Costs savings could be realized through partnerships with student and volunteer organizations, such as Aggie Replant and Keep Brazos Beautiful, at tree planting events and potential future maintenance programs. In addition, economies of scale can be realized for larger planting areas.

Table 4. Estimated Total Cost per Tree

Avg. cost of tree	\$271.37
Avg. cost of installation per tree	\$100.00
Costs of additional materials (tree posts, mulch, etc.)	\$100.00
Avg. irrigation costs per tree (material + labor)	\$200.00
Estimated total per tree	\$671.37

The program cost calculations included in Tables 5.A, 5.B, and 5.C below used the assumptions of the estimated “all-in” total per tree of **\$671.37** and a spacing of **25-feet** to allow for an adequate canopy spread. The plantable area of each park, City property, or ROW was calculated in square feet for larger planting areas and linear feet for areas where trees would be planted in a linear row. Staff then calculated the estimated number of trees per plantable area.

The original program proposal presented in April 2022 totaled 376 trees over the next five-year period. By reducing the tree planting spacing from 55-feet to 25-feet, the total number of trees within the Original Priority Planting Areas increased from 376 to 1,289. The Additional Priority Planting Areas that staff identified add another 692 trees within other parks and City-owned properties. The planting opportunities within ROWs and other areas increases the program’s impact by adding another 2,806 trees.

In total, staff identified the opportunity to plant **4,787 trees** across the Original Priority Planting Areas, Additional Priority Planting Areas, and ROWs and other areas. The total costs amount to **\$3,213,850**. If the program is implemented over a 5-year period, this **totals 958 trees per year** (rounded up to the nearest tree), **costing \$643,172 per year**. Please note, these costs are in FY22 dollars and did not account for inflation due to the unknown year(s) of purchasing and implementing the program. Adjusting for inflation, the estimated total cost of this program over five years would be **\$3,711,299** (see Table 6).

Table 5.A Estimated Program Cost – Original Priority Planting Areas at 25-foot planting spacing

Priority #	Park Name	Plantable Area (Sq Ft or Linear Ft)	Estimated # of Trees	FY22 Estimated Cost per Park
1	Edelweiss	92,108 SF & 739 LF	198	\$132,931
2	Sandstone	141,079 SF & 80 LF	288	\$193,355
3	Edelweiss Gartens	73,340 SF & 314 LF	155	\$104,062
4	Anderson	31,355 SF & 1,887 LF	75	\$50,353
5	Pebble Creek	56,736 SF & 229 LF	115	\$77,208
6	Tarrow & Wayne Smith Athletic Complex	27,161 SF & 345 LF	56	\$37,597
7	Wolf Pen Creek	6,563 SF & 376 LF	18	\$12,085
8	Veterans Park & Athletic Complex*	183,422 & 2,072 LF	384	\$257,806
TOTAL			1,289	\$865,397

* Veterans Park costs could be significantly less based on number of trees relocated from SH6 / University Dr. TxDOT project

Table 5.B Estimated Program Cost – Additional Priority Planting Areas at 25-feet planting spacing

Park Name	Plantable Area (Sq Ft or Linear Ft)	Estimated # of Trees	FY22 Estimated Cost per Park
Art & Myra Bright	36,170 SF	74	\$49,681
Bee Creek	26,064 SF & 183 LF	61	\$40,954
Brison	5,316 SF & 42 LF	13	\$8,728
Castle Rock	5,192 SF & 164 LF	17	\$11,413
Crescent Pointe	4,180 SF	9	\$6,042
Eastgate	14,199 SF	29	\$19,470
Gabbard	13,971 SF	28	\$18,798
Jack & Dorothy Miller	73,005 SF	149	\$100,034
John Crompton	13,122 SF	27	\$18,127
Oaks	2,935 SF	6	\$4,028
Reatta Meadows	10,138 SF	21	\$14,099
Richard Carter	15,387 SF	31	\$20,812
Stephen C Beachy Central	10,447 SF & 455 LF	39	\$26,183
Aggie Field of Honor & Memorial Cemetery	79,452 SF	162	\$108,762
College Station Cemetery	657 LF	26	\$17,456
TOTAL		692	\$464,587

Table 5.C Estimated Program Cost – Other Planting Areas at 25-feet planting spacing

Name	Plantable Area (Sq Ft or Linear Ft)	Estimated # of Trees	FY22 Estimated Cost
ROW / Other City Property	1,255,470 SF & 6,152 LF	2,806	\$1,883,866

Program Total: 4,787 trees, \$3,213,850, Per Year: 958 trees, \$643,172

Table 6. Estimated Five-Year Planting Program Cost*

FY2023	\$688,194
FY2024	\$722,604
FY2025	\$744,282
FY2026	\$766,610
FY2027	\$789,609
Estimated total five-year cost	\$3,711,299

**Adjusted for inflation - assumptions of 7% for FY23, 5% for FY24, and 3% for FY25 through FY27.*

Monitoring Implementation

Monitoring temperatures in the planting areas over time will help ensure that targeted tree planting is having the desired result of mitigating heat islands. The Texas A&M Forest Service recommends using infrared thermometers, which cost about \$50 each, to measure ambient air temperatures a few feet off the ground. This is more accurate to how humans experience heat islands than satellite methods that measure temperature on Earth's surface. It would be recommended to get two thermometers per planting area. Thermometers could be placed permanently at locations within the planting areas as well as a control area without plantings. Alternatively, thermometers could be moved around to spot-check different locations at different points in time. There are also data sources that may be available for purchase to measure temperatures across the City, but these typically measure surface temperatures rather than ambient air temperatures.

Additional Mitigation Strategies

In addition to planting trees primarily on City-owned properties and secondarily within other areas such as street rights-of-way, there are additional options that the City Council may consider that could mitigate areas of high heat within the city. These include a residential tree planting program, partnership opportunities, regulatory changes, and other non-planting approaches.

Residential Tree Planting Program

Another program that City Council asked staff to investigate was a residential tree planting program. Under this program, the City would provide trees to residents who request them, up to a certain amount. Included with this program, residents would go through a brief training program (could be online) and agree to maintain the trees to help ensure their survival.

TreeFolks operates a similar program in Central Texas called NeighborWoods. More information about this program can be found at the following link: <https://www.treefolks.org/get-a-tree/neighborwoods/>. Under this program, citizens are able to request a tree through an online [form](#). From there, TreeFolks will provide home delivery of the trees. Applicants have the ability to choose from a list of available species. TreeFolks also hosts free tree adoption events each year throughout the Texas tree planting season from October through March. Planning and Development Services staff has discussed this program with Parks and Recreation staff and they have interest in administering a similar type program for College Station if the City Council wishes to proceed with this type of program. In addition, staff has contacted Keep Brazos Beautiful about administering this type or a similar type of program and they have expressed interest as well, but further conversations and specifics would be needed.

For a budgetary estimate, five-gallon trees generally range from \$50 - \$100 each depending on species and quantity purchased. Using an average cost of \$75 (FY22 dollars), 500 trees will cost \$37,500. A quantity of 500 trees per year is a reasonable amount to distribute, depending on how many adoption events are done each year. Over five years, this would equate to 2,500 trees being planted throughout the City, with an anticipated five-year cost of approximately \$217,000 using inflationary assumptions of 7% for FY23, 5% for FY24, and 3% for FY25 through FY27.

Table 7. Estimated Residential Planting Program Cost

FY2023	\$40,125
FY2024	\$42,131
FY2025	\$43,395
FY2026	\$44,697
FY2027	\$46,038
Estimated total five-year cost	\$216,386

Partnership Opportunities

Chapter 9 of the City of College Station Comprehensive Plan, titled Collaborative Partnerships, lays out the importance of collaborating with local experts and other jurisdictions on combatting regional problems that the City faces. To this end, staff have identified numerous local non-profits and parts of the Texas A&M System that provide partnership opportunities to combat rising urban heat. Staff propose working with some or all of these to implement the tree planting programs, while identifying and evaluating alternative solutions they may propose to work together towards a cooler community.

The Texas A&M Forest Service collaborated on the methodology of this project, an early example of how staff are already beginning to implement the goals of Chapter 9. This initial collaboration can and should be further developed as the Texas A&M Forest Service may have updated data or new solutions that may be helpful to the City. They have indicated an interest in training City staff and residents on tree care or potentially providing scholarships for City staff to become certified arborists. The Forest Service also provides a community handbook describing how to protect trees during urban growth and sample language for a tree preservation and care ordinance. As it relates to educating residents, the Forest Service provides forest health indicators and a tree planting guide for how to better landscape private homes. They have quality information and opportunities that the City should take full advantage of.

After being consulted on the methodology, the Texas A&M Forest Service drew up a Proposal to Reduce Urban Heat Island in College Station (see [Appendix](#)) that offers the City \$15,000 per year over two years to purchase and plant trees across the City. This generous offer could help offset the cost of the first two years of a future planting program to address urban heat while offering another opportunity for collaboration on where and what to plant. In addition to the financial benefit, the Texas A&M Forest Service has 250 seedlings which they are offering to furnish a residential tree distribution event. These additional trees could fold into existing or future Parks & Recreation, Community Services, or Neighborhood Services programming to help address the heat island effect on private property. The Texas A&M Forest Service offer provides an early chance to create a partnership on addressing tree plantings in both the public and private realms.

The City could also bring the specialized knowledge of Texas A&M University students to the community by engaging with the Society for Ecological Restoration and Society of American Foresters. Both are student organizations with a strong ecological ethic with specialized knowledge of tree health, biodiversity, and the intersection of nature and culture. Specifically, students with the Society for Ecological Restoration come from Texas A&M University's Ecology and Conservation Biology

department, which educates students across all ecological levels on conservation and resource protection. Engaging these students on locating and collocating plantings could help promote greater health outcomes, reducing the need for replanting costs in the future. In the Society of American Foresters, students engage with managing the nation's forested areas and protected national resources. They advocate for forest policies using the latest in forest science and work to keep our countries precious forests from being clearcut and developed. Engaging with the Society for American Foresters brings the opportunity for healthier planting locations, better distancing recommendations based on individual tree species needs, and a better tree care ordinance, if Council decides to go that route. Tapping into these resources brings local students' knowledge into their communities, resulting in better outcomes for the spending Council authorizes.

There are also many local organizations with regional planting and gardening knowledge that could serve as resources to City staff and residents. The Brazos County Master Gardeners (brazosmg.com) has a list of plants that flourish and contribute to gardens in the region, as well as how to care for trees in the local biome. Many of the Master Gardeners learning materials are available online. If the City were to pursue a residential tree planting program, the Master Gardeners program could bring valuable knowledge to it. Keep Brazos Beautiful, mentioned previously, has planted over 500 trees this year alone. They bring planting knowledge and infrastructure to the table that would be useful to collaborate with for planting in public parks. Similarly, Aggie Replant is a student-led organization at Texas A&M University committed to improving the local community and participating in many plantings over the past 30 years. This not only brings another partnership opportunity, but the inclusion of students in plantings may also help them feel more connection to their local community through sweat equity. Additionally, students at Texas A&M University participate every year in the Big Event, a one-day service event every spring that brings college students into the community to help with volunteer needs across the communities they live in. The City could take advantage of this day of volunteering by organizing a day of plantings across the community.

Finally, the City may also consider partnering with K-12 schools, businesses, and apartment communities identified as hot spots in the analysis for additional planting areas beyond those controlled or owned by the City. This should be long-term goal of the City, to collaborate with private developments on the placing of trees. This could include hosting partners in a tree education workshop at City Hall, connecting them with local community leaders, and distributing materials at outreach events around the City. The scope of this project is City-owned properties, but many opportunities exist in private developments.

HUD Climate Communities Technical Assistance Program

The City recently applied for and received a spot in the Department of Housing and Urban Development's (HUD) Climate Communities Technical Assistance Program. HUD's goal for the program is to provide communities with the necessary tools to successfully implement resilience activities to mitigate and adapt to climate hazards. Staff submitted this "Cooling" College Station report and planting plan for consideration and is looking forward to shared expertise from HUD and other communities to address the effects of urban heat islands and climate change more holistically in our community.

The City of College Station was one of 45 municipal and county governments chosen to participate in the program, including four other Texas communities. Participants will be able to participate in free one-on-

one technical assistance with a HUD consultant as well as engage with peer groups from other communities to learn from them and share our knowledge. This is an excellent opportunity to collaborate with other jurisdictions.

Regulatory Changes

Another approach for consideration could include amending the City's ordinances and site design guidelines to require more tree preservation and planting. For example, landscape design guidelines based on canopy coverage at maturity, rather than number of trees, may more effectively mitigate urban heat. Another option includes granting additional site requirement reliefs in exchange for additional plantings.

Non-Planting Approaches

Should the Council wish to consider heat mitigation strategies and opportunities beyond tree-planting, broader approaches like green or cool roofs, cool pavements, and smart growth planning⁶ that favors land-conserving development patterns over urban sprawl may be explored. These types of strategies could also help to proactively prevent heat islands in College Station from becoming more severe

⁶ www.epa.gov/heatislands

We Can Help!

Texas A&M Forest Service is offering the City of College Station \$15,000/year for two years to purchase and plant trees in areas to help combat urban heat island. This is roughly equivalent to 150 15-gallons trees (actual number is dependent on size and availability). Additionally, Texas A&M Forest Service offers 250 Texas Tested, Texas Tough seedlings for annual residential tree distribution events. These seedlings, a product of the Texas A&M Forest Service Urban Tree Improvement Program, are selected and improved to withstand harsh urban environments. This event could be independent or held in conjunction with a city recycling day or arbor day event. As much of the urban tree canopy in College Station is on private property, providing residents with trees to plant in yards can aid in the reduction of the urban heat island.

Where to Plant

Trees strategically planted in locations that generate or collect the most heat, such as roads and unshaded sidewalks, can mitigate the effects of urban heat islands. Consequently, areas within the city that will benefit the most from tree planting include:

- Right of Ways & Medians
 - Greenspace Pathways
- Underplanted Parks
 - Residential Yards

For Right of Ways and Medians, 15-gallon trees are recommended, while 3–5-gallon trees can be planted in Greenways and Parks. Residential trees are first-year seedlings in D-60 to D-40 containers, or similar.

Great Species for Brazos County

- Pecan
 - Bur Oak
 - Cedar Elm
 - Chinkapin Oak
- American Elm
 - Sycamore
 - Texas Redbud
 - Mexican White Oak
- Live Oak
 - Shumard Oak
 - Bald Cypress

Did You Know?

Mature trees can reduce air temperatures by up to 10° F and provide \$243 million in energy savings yearly to Texas residents.

(Texas Statewide Assessment of Urban Forest Ecosystem Services, Texas A&M Forest Service 2022)



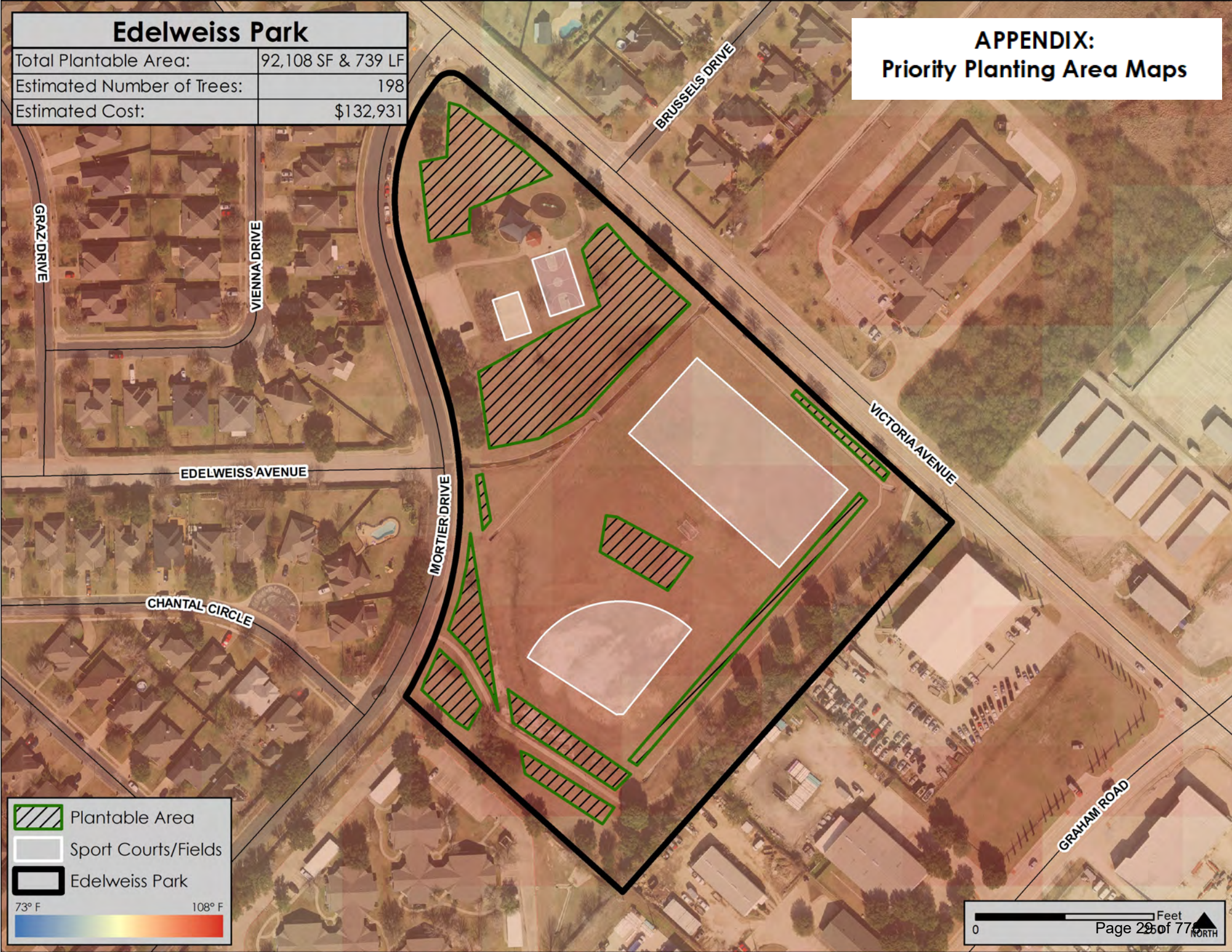
Contact: Mickey Merritt

979-458-6650
MMERRITT@TFS.TAMU.EDU

Edelweiss Park

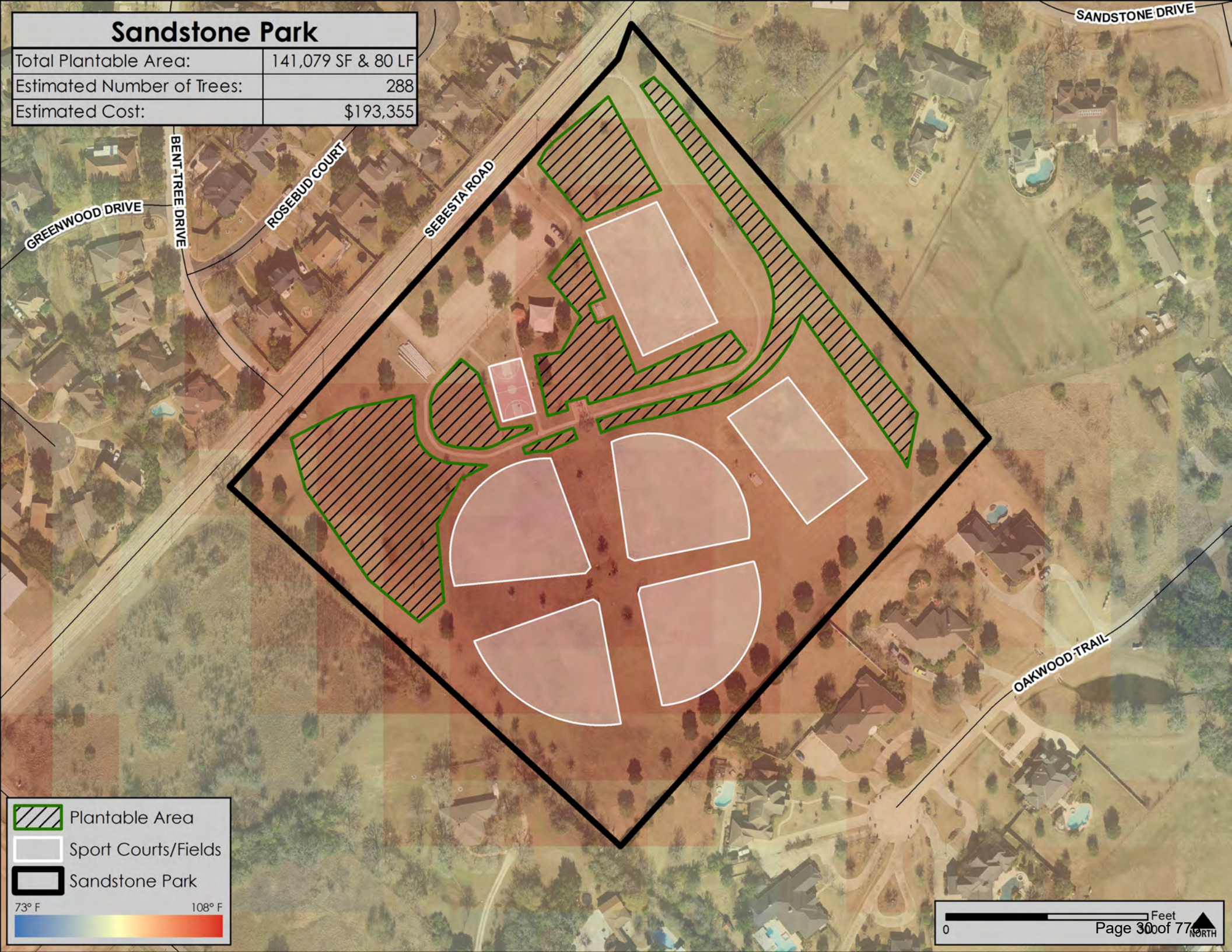
Total Plantable Area:	92,108 SF & 739 LF
Estimated Number of Trees:	198
Estimated Cost:	\$132,931

APPENDIX: Priority Planting Area Maps



Sandstone Park

Total Plantable Area:	141,079 SF & 80 LF
Estimated Number of Trees:	288
Estimated Cost:	\$193,355



SANDSTONE DRIVE

GREENWOOD DRIVE

BENT TREE DRIVE

ROSEBUD COURT

SEBESTA ROAD

OAKWOOD TRAIL

 Plantable Area

 Sport Courts/Fields

 Sandstone Park

73° F

108° F



Edelweiss Gartens Park

Total Plantable Area:	73,340 SF & 314 LF
Estimated Number of Trees:	155
Estimated Cost:	\$104,062



 Plantable Area

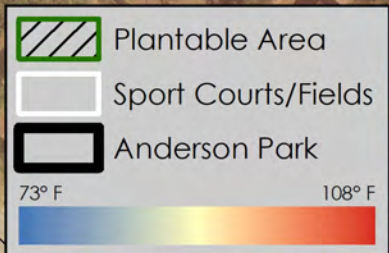
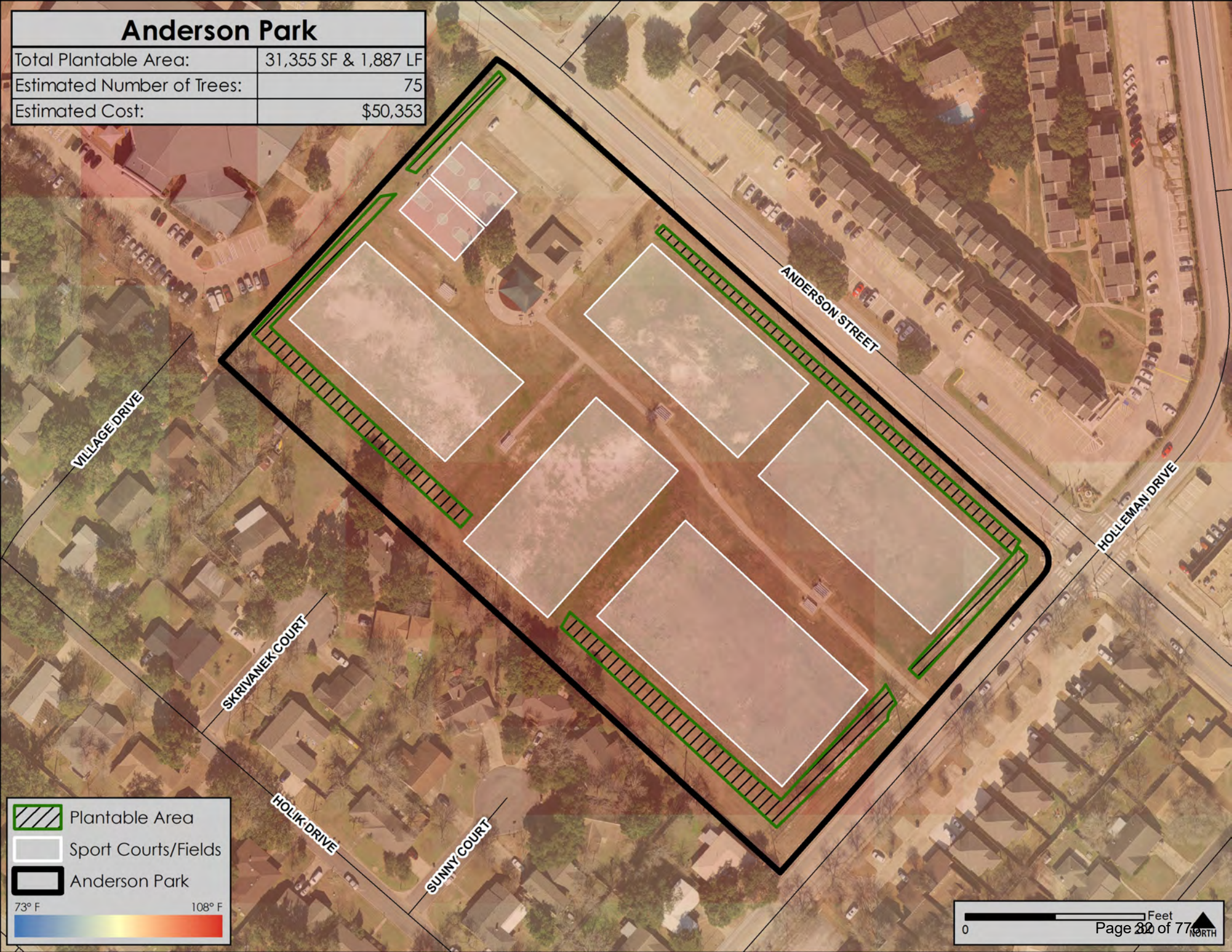
 Sport Courts/Fields

 Edelweiss Gartens Park

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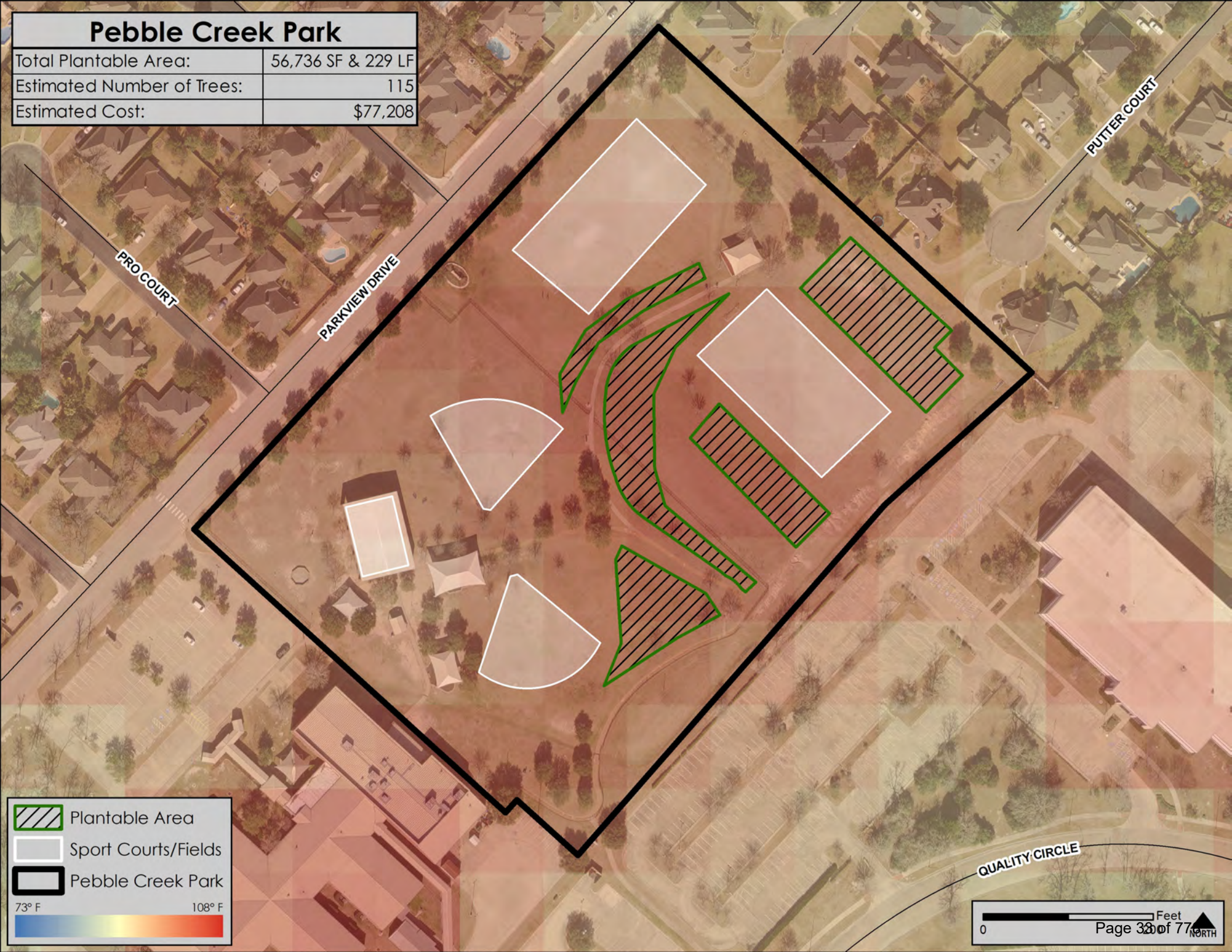
Anderson Park

Total Plantable Area:	31,355 SF & 1,887 LF
Estimated Number of Trees:	75
Estimated Cost:	\$50,353



Pebble Creek Park

Total Plantable Area:	56,736 SF & 229 LF
Estimated Number of Trees:	115
Estimated Cost:	\$77,208



Plantable Area



Sport Courts/Fields



Pebble Creek Park

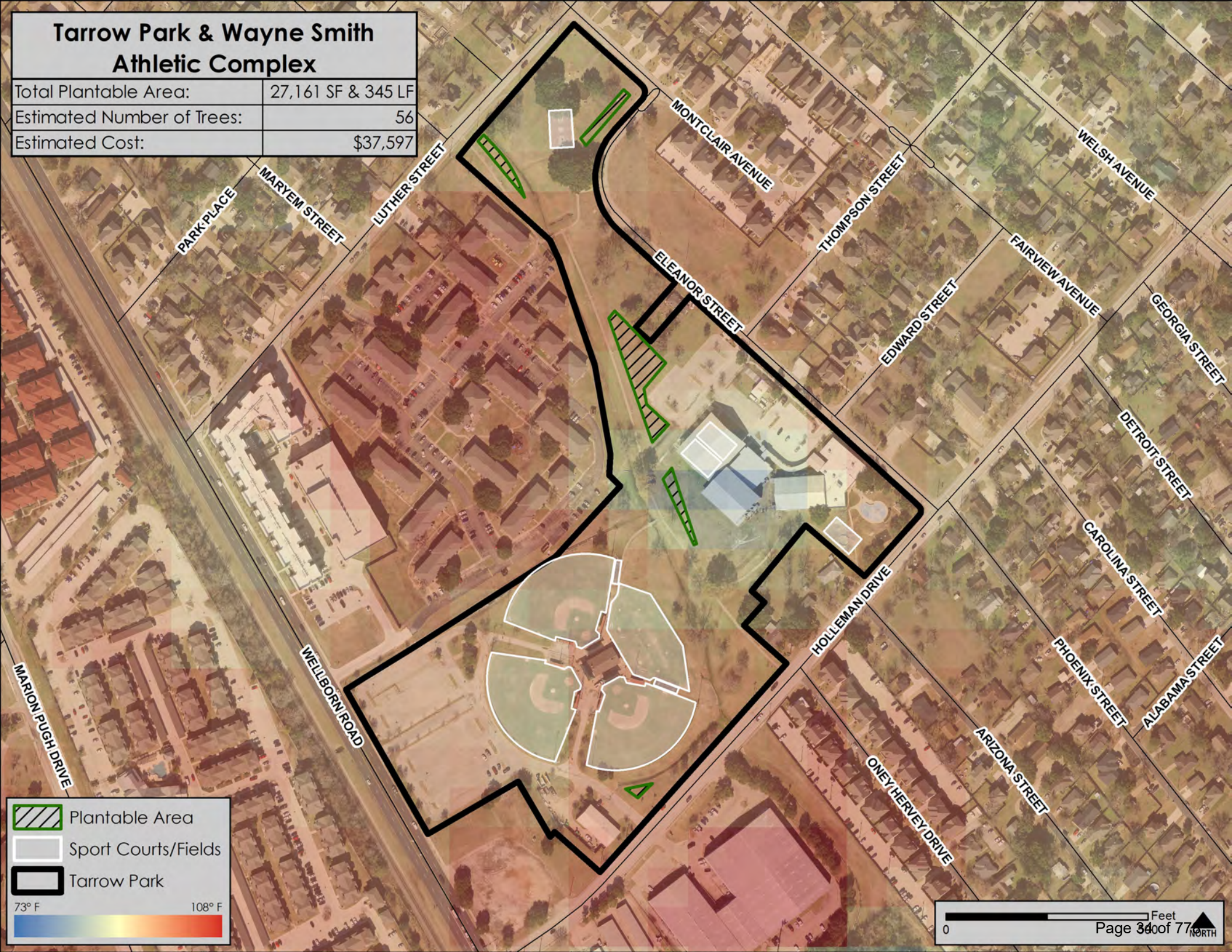
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QUALITY CIRCLE

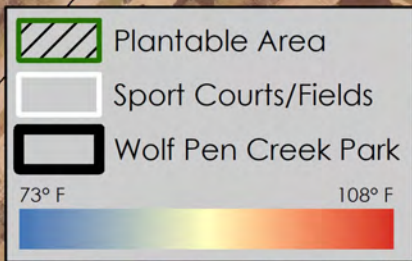
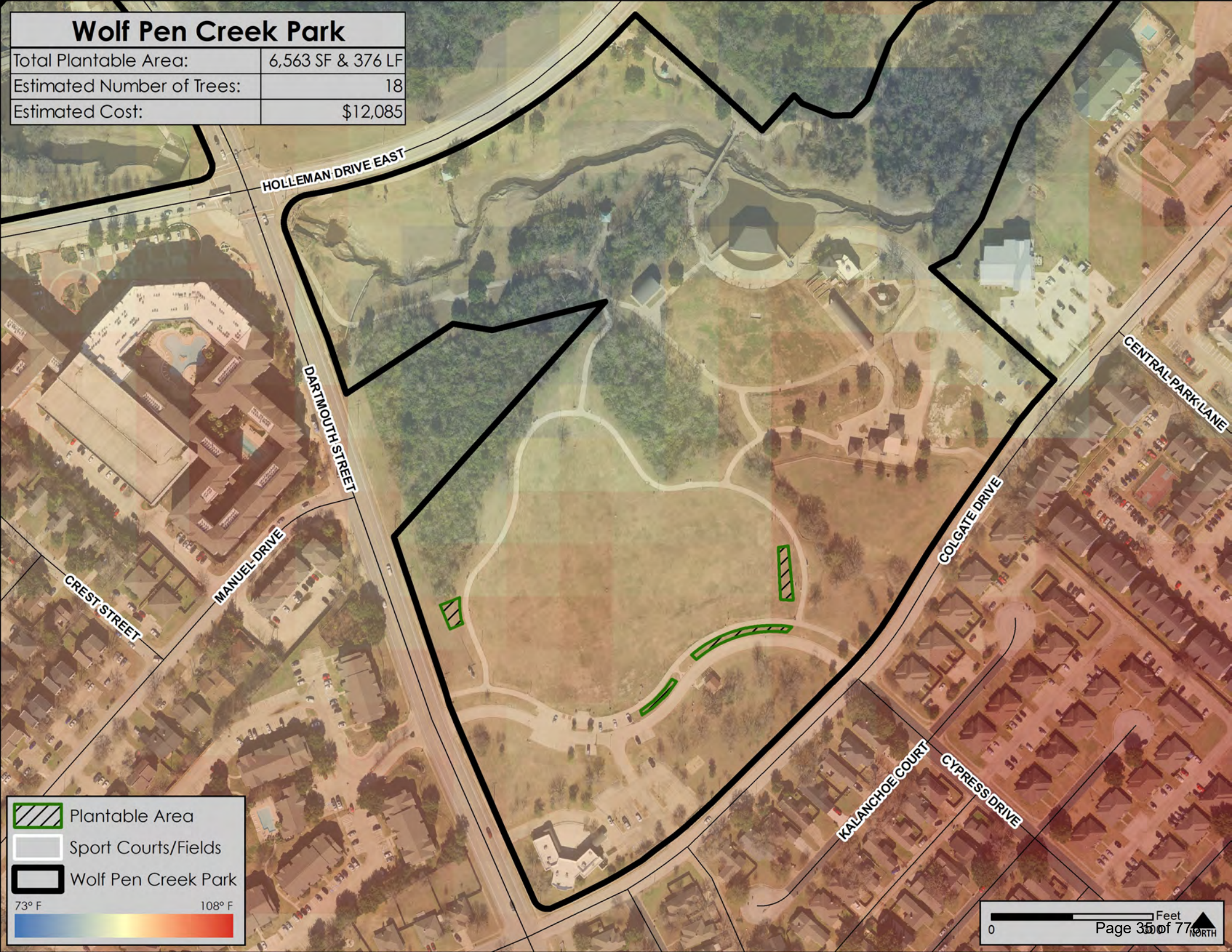
Tarrow Park & Wayne Smith Athletic Complex

Total Plantable Area:	27,161 SF & 345 LF
Estimated Number of Trees:	56
Estimated Cost:	\$37,597



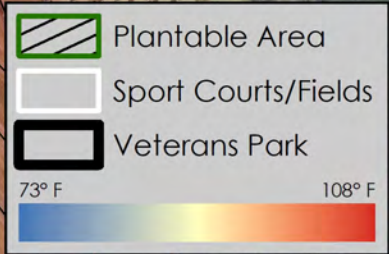
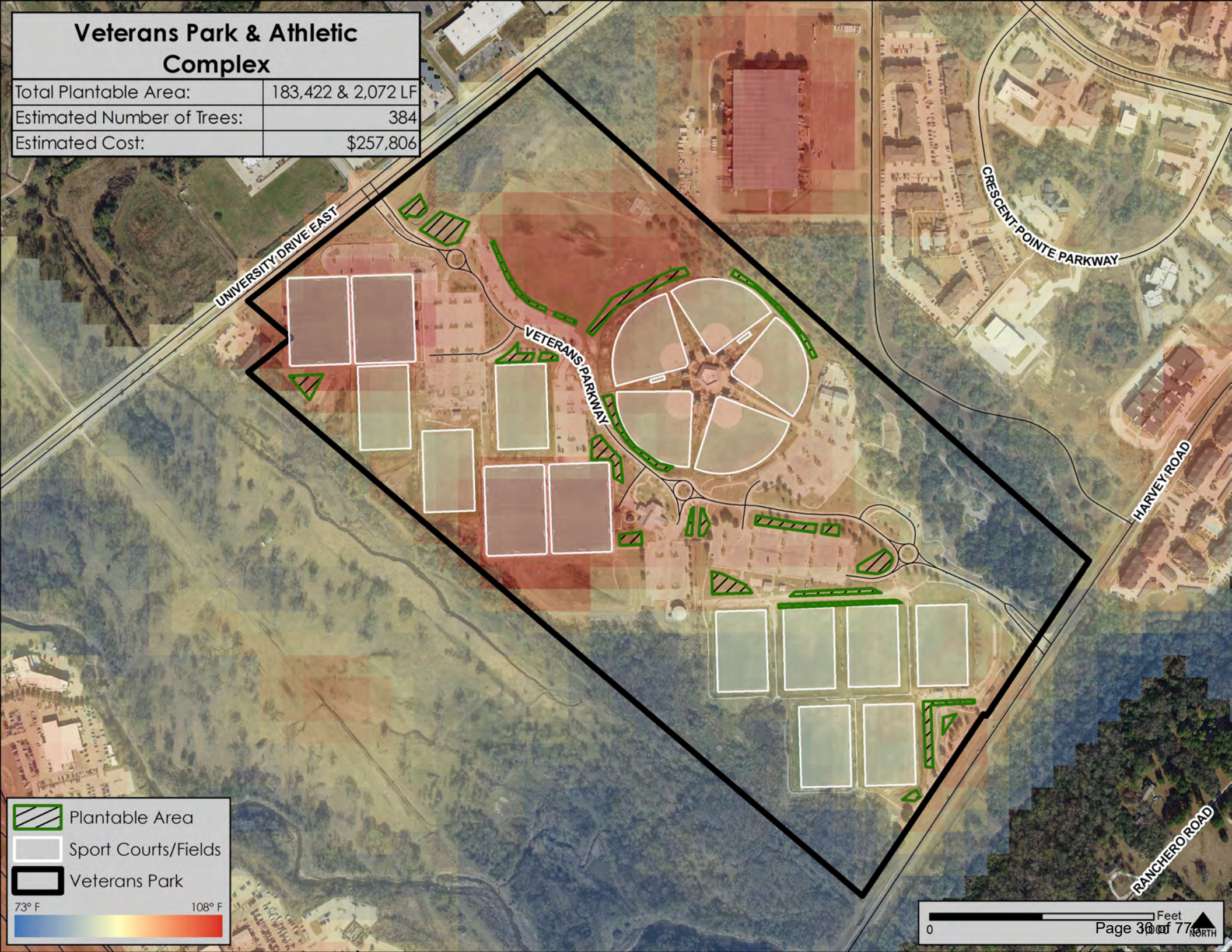
Wolf Pen Creek Park

Total Plantable Area:	6,563 SF & 376 LF
Estimated Number of Trees:	18
Estimated Cost:	\$12,085



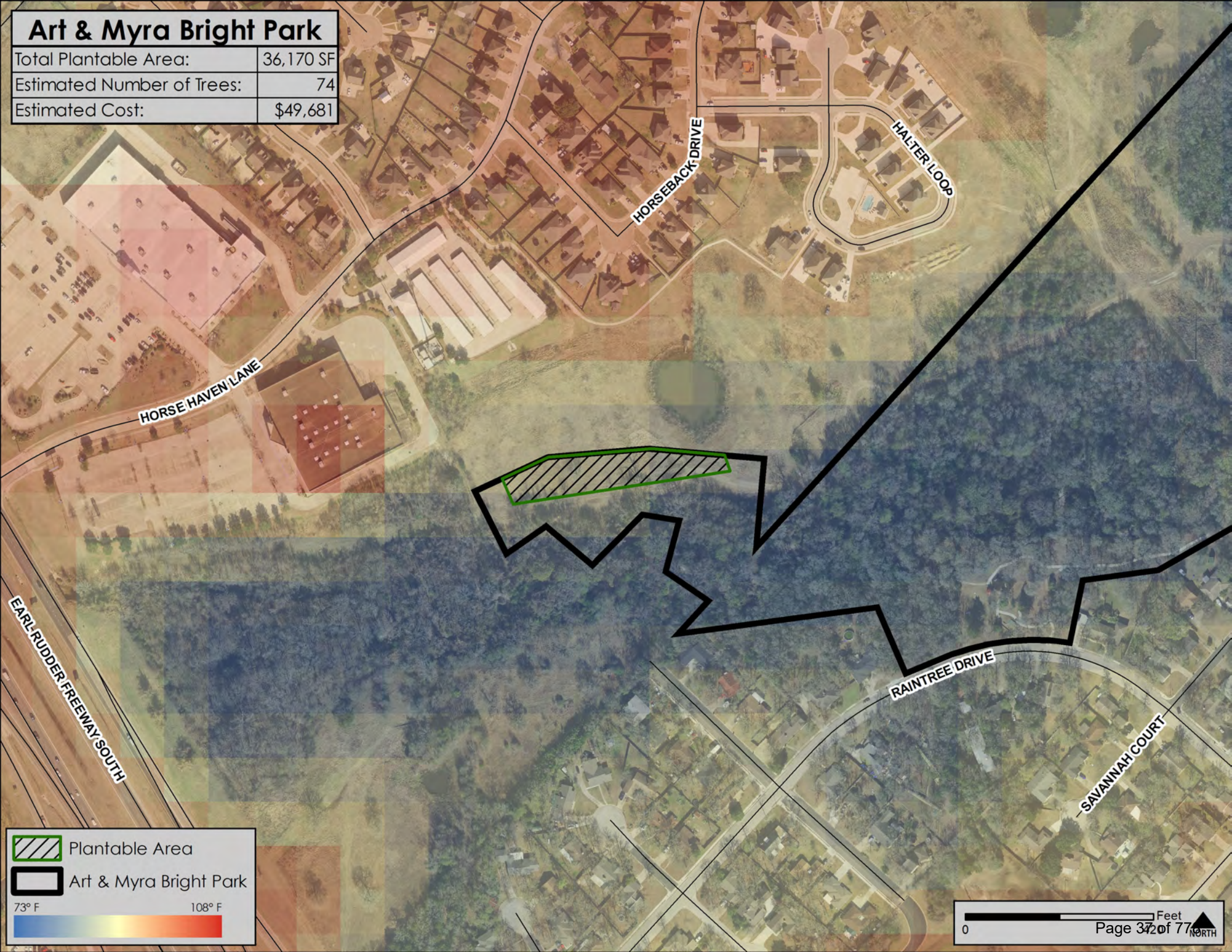
Veterans Park & Athletic Complex

Total Plantable Area:	183,422 & 2,072 LF
Estimated Number of Trees:	384
Estimated Cost:	\$257,806



Art & Myra Bright Park

Total Plantable Area:	36,170 SF
Estimated Number of Trees:	74
Estimated Cost:	\$49,681



HORSE HAVEN LANE

HORSEBACK DRIVE

HALTER LOOP

EARL RUDDER FREEWAY SOUTH

RAINTREE DRIVE

SAVANNAH COURT

 Plantable Area

 Art & Myra Bright Park

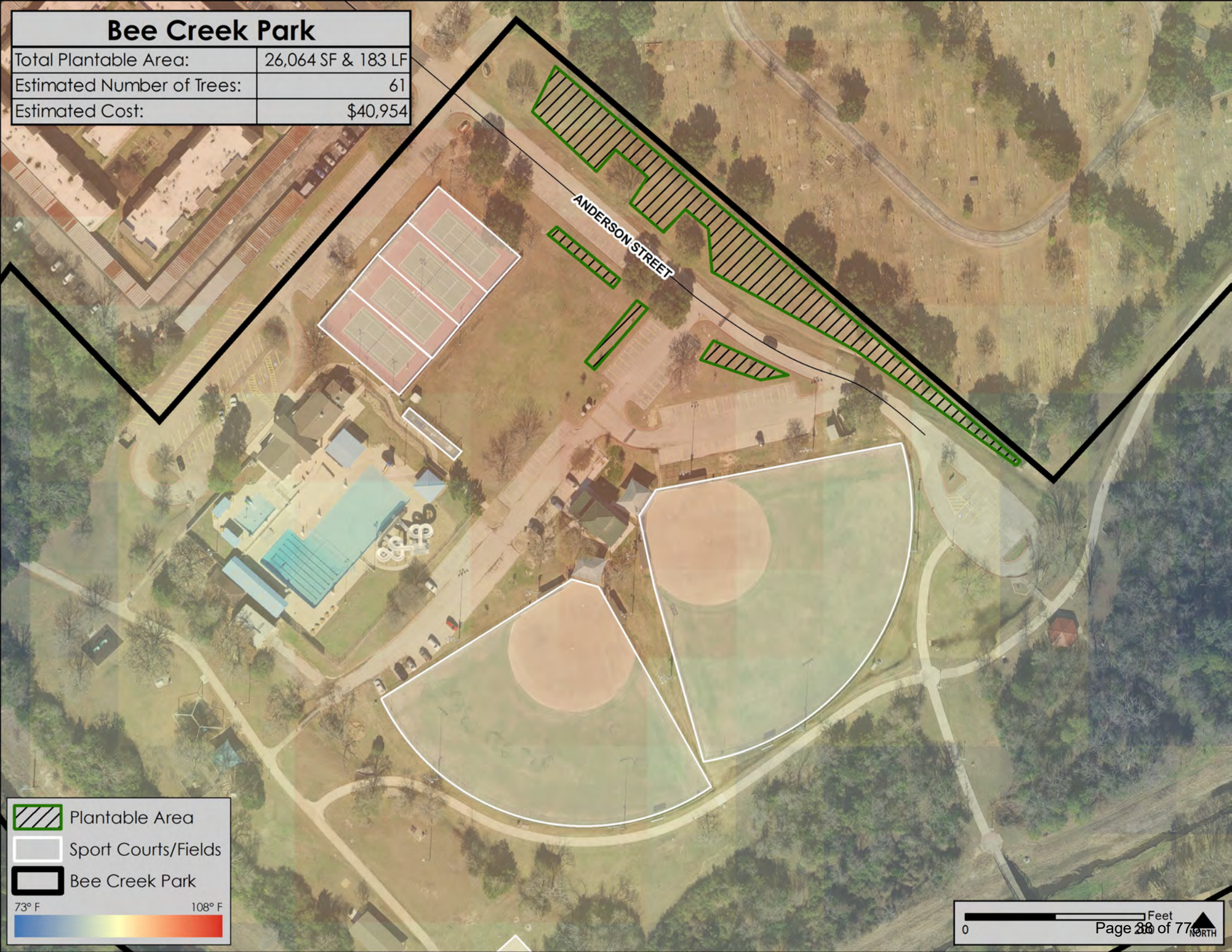
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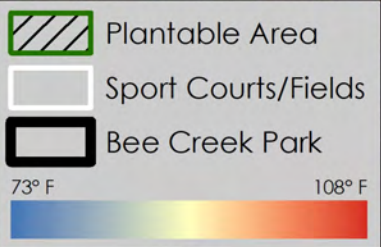


Bee Creek Park

Total Plantable Area:	26,064 SF & 183 LF
Estimated Number of Trees:	61
Estimated Cost:	\$40,954

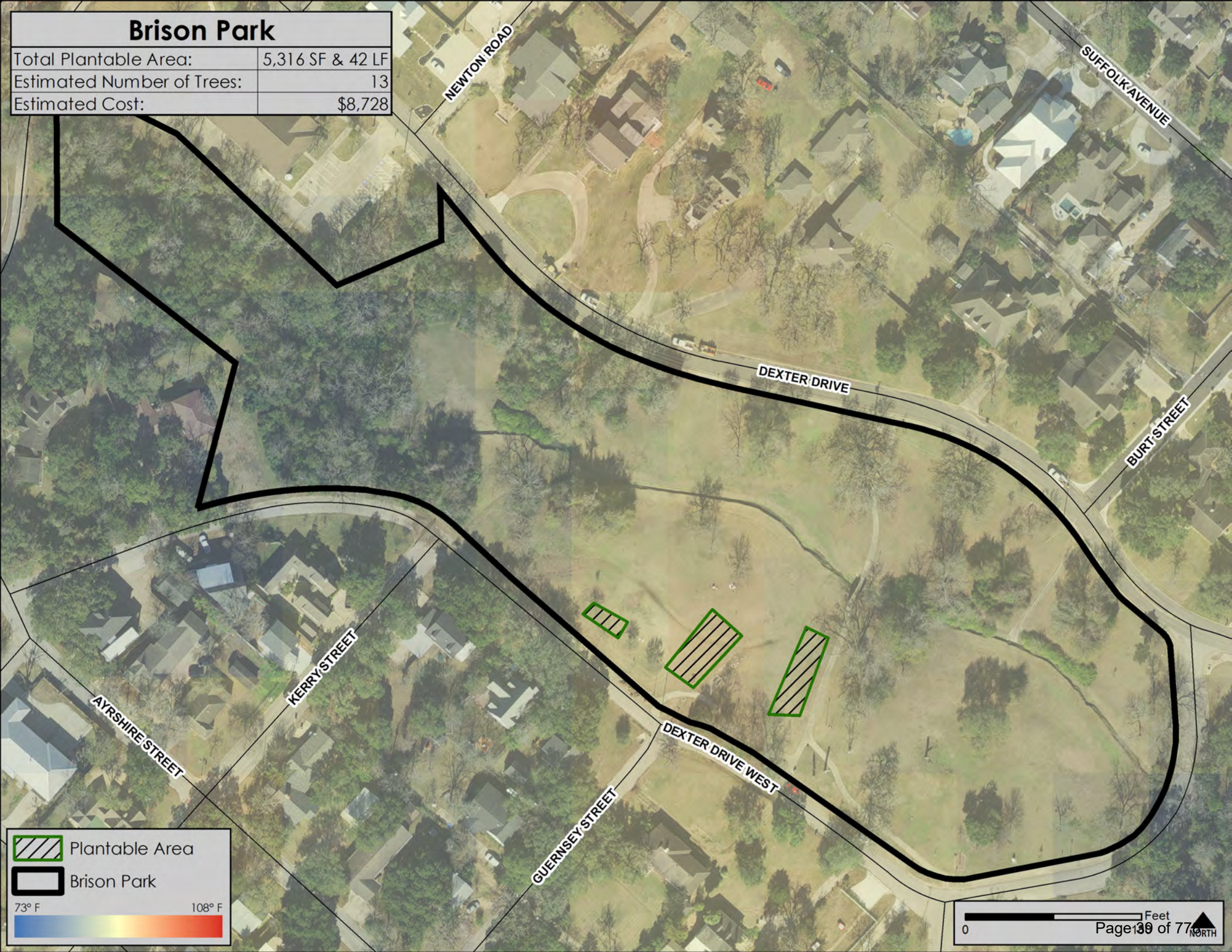


ANDERSON STREET



Brison Park

Total Plantable Area:	5,316 SF & 42 LF
Estimated Number of Trees:	13
Estimated Cost:	\$8,728



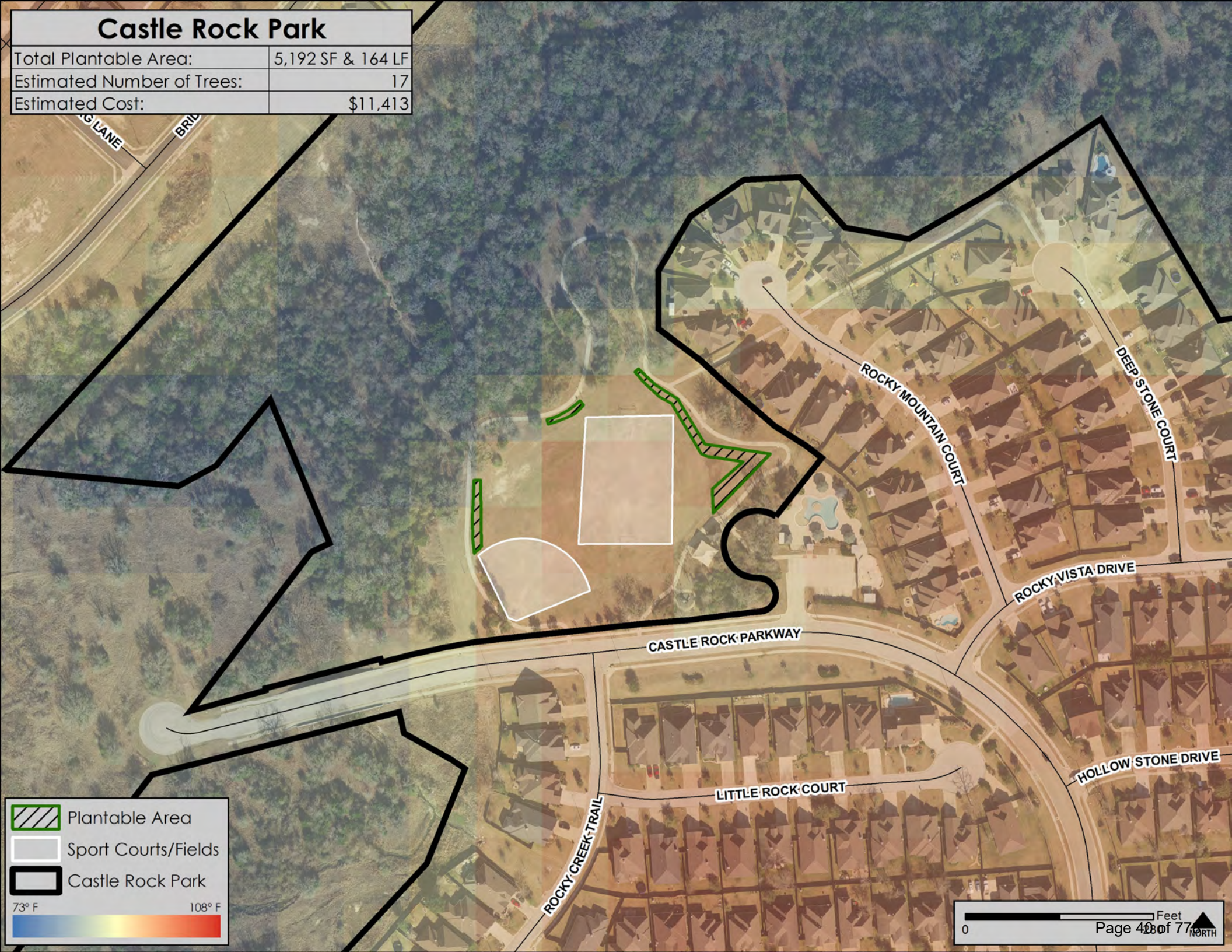
 Plantable Area

 Brison Park

73° F 108° F

Castle Rock Park

Total Plantable Area:	5,192 SF & 164 LF
Estimated Number of Trees:	17
Estimated Cost:	\$11,413

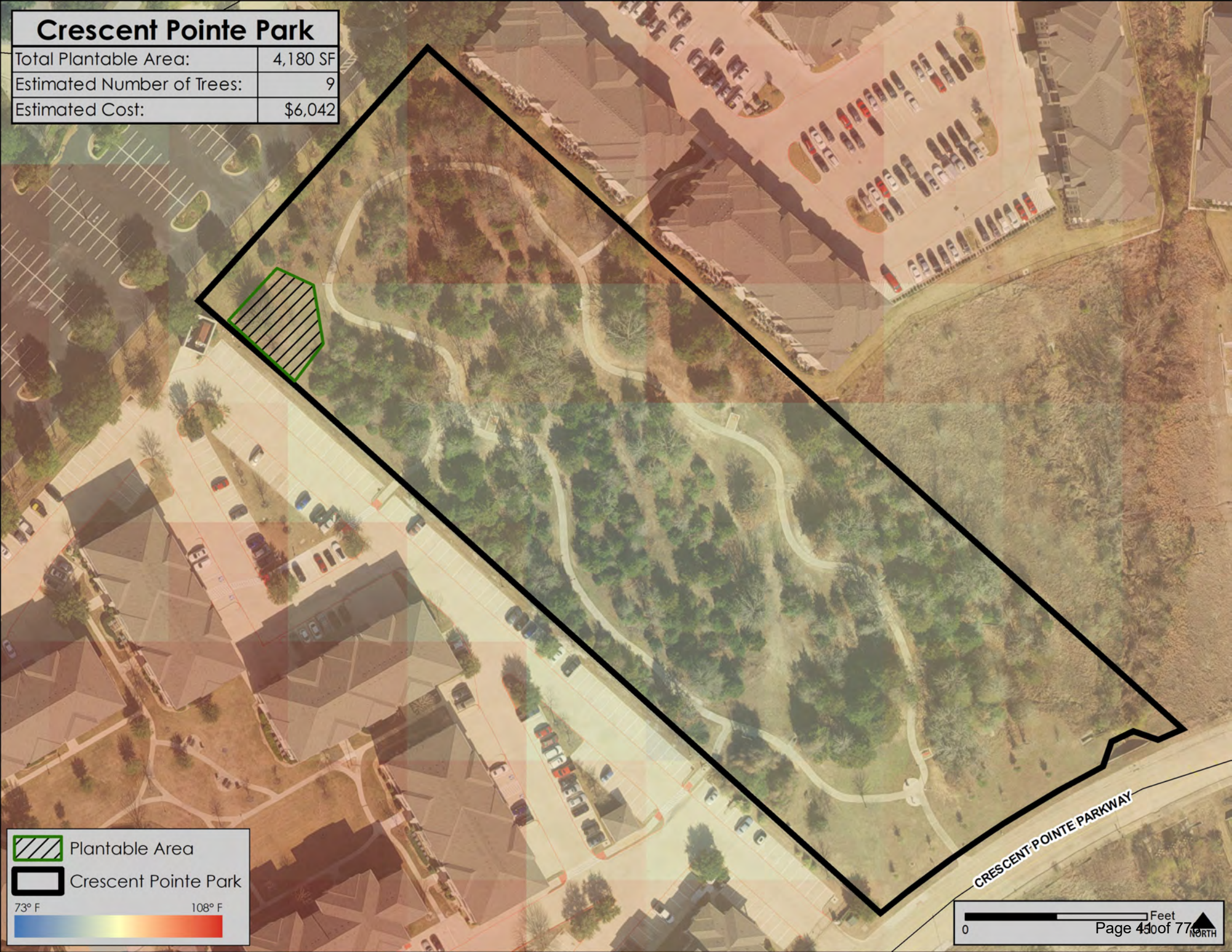


-  Plantable Area
-  Sport Courts/Fields
-  Castle Rock Park



Crescent Pointe Park

Total Plantable Area:	4,180 SF
Estimated Number of Trees:	9
Estimated Cost:	\$6,042



 Plantable Area

 Crescent Pointe Park

73° F 108° F

CRESCENT-POINTE PARKWAY

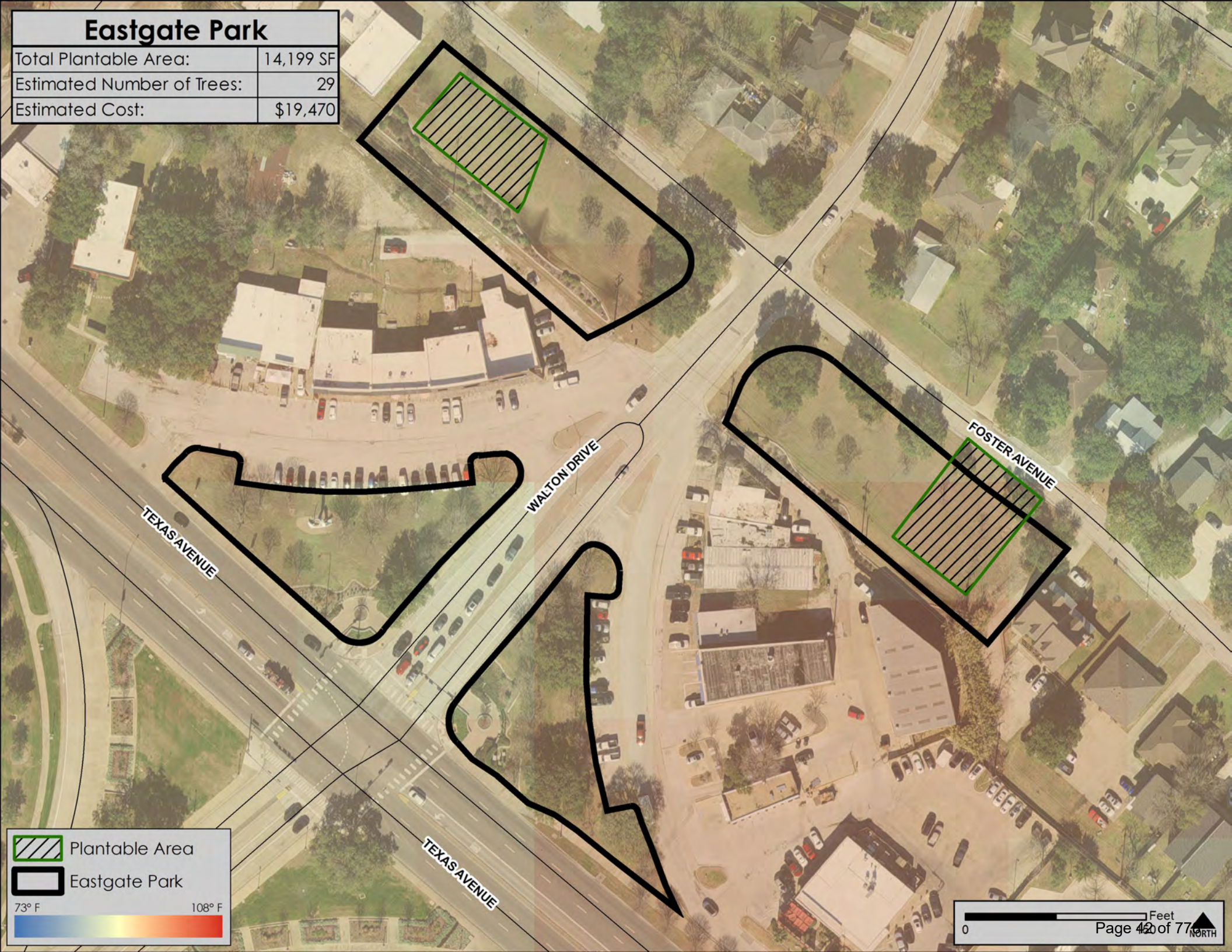
0 Feet

Page 43 of 77

NORTH

Eastgate Park

Total Plantable Area:	14,199 SF
Estimated Number of Trees:	29
Estimated Cost:	\$19,470



 Plantable Area

 Eastgate Park

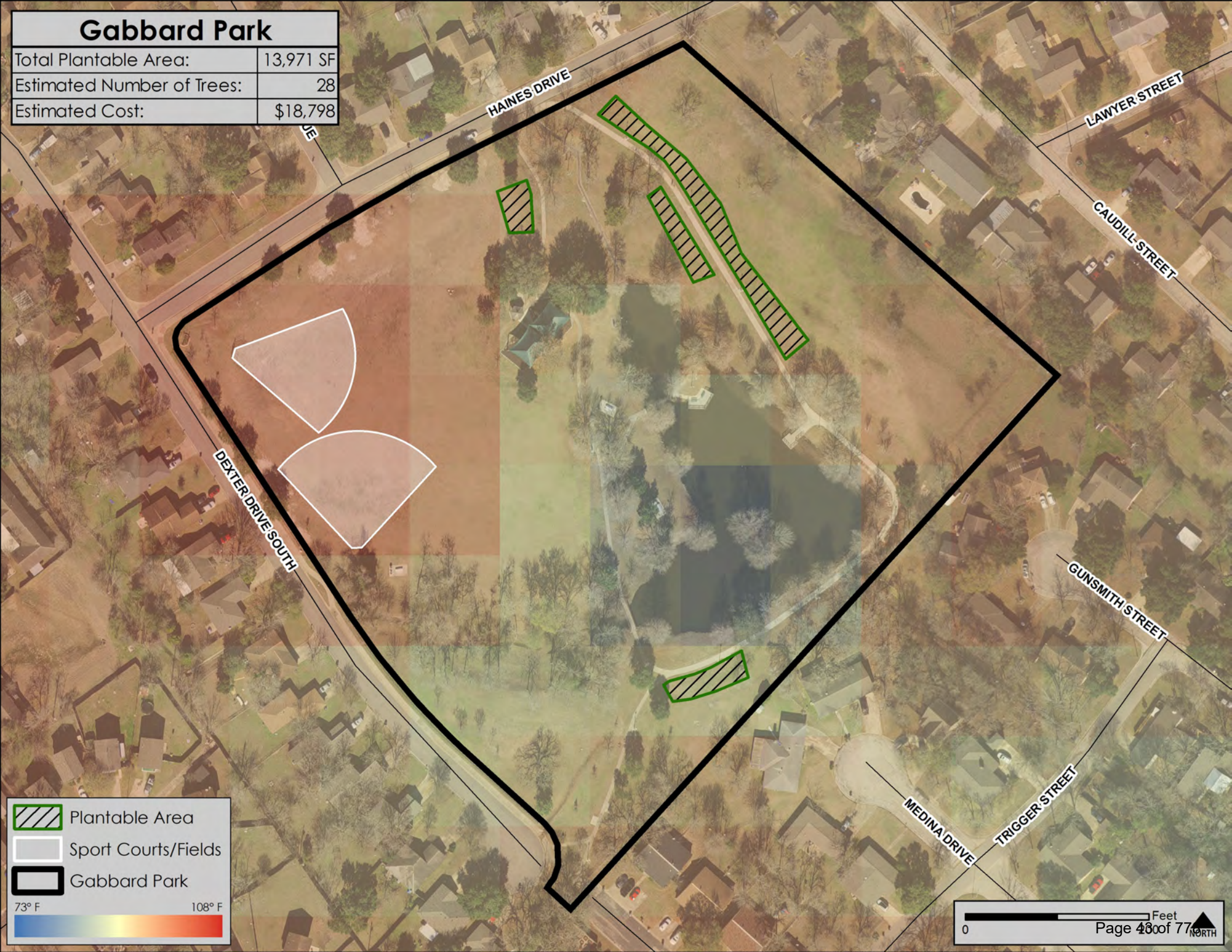
73° F



108° F

Gabbard Park

Total Plantable Area:	13,971 SF
Estimated Number of Trees:	28
Estimated Cost:	\$18,798



 Plantable Area

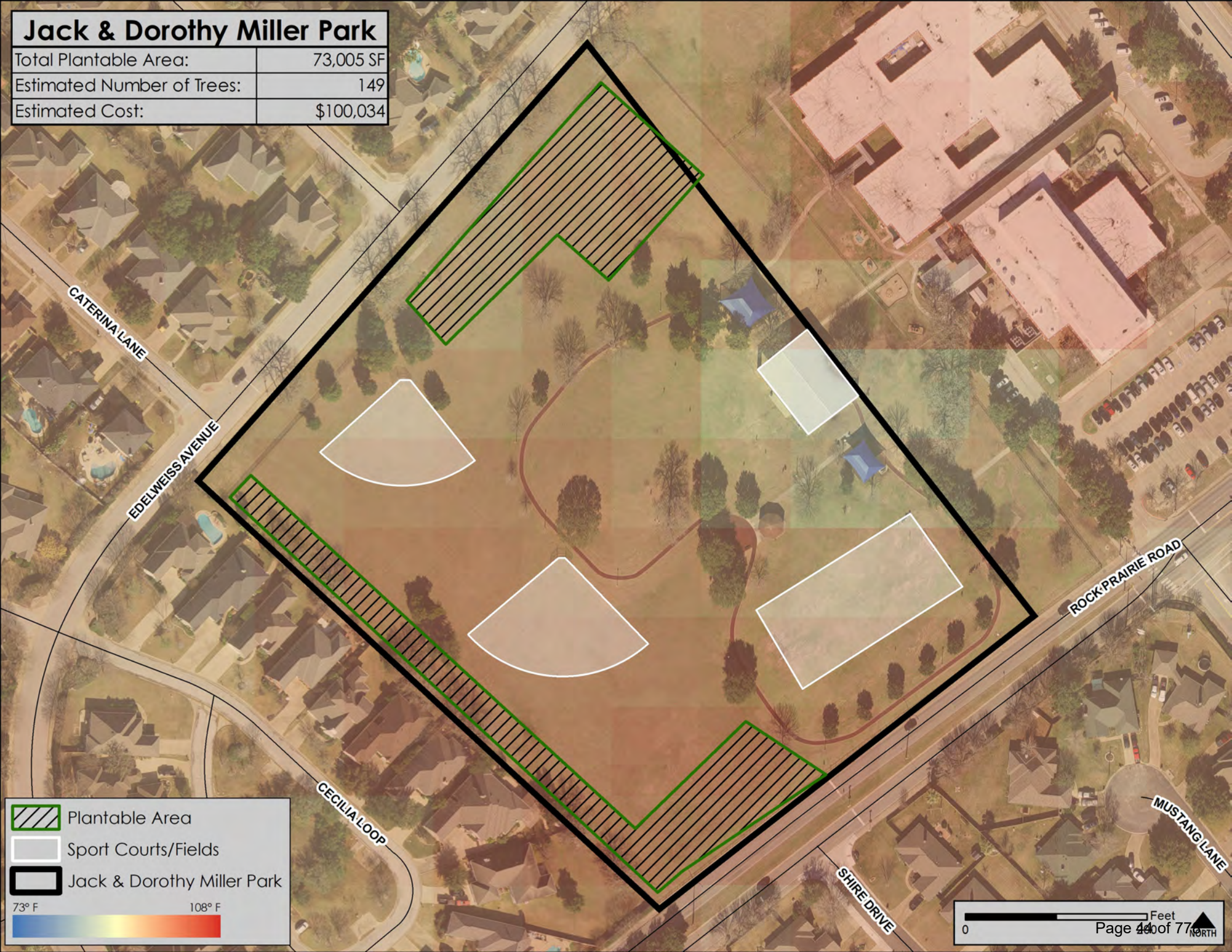
 Sport Courts/Fields

 Gabbard Park

73° F 108° F

Jack & Dorothy Miller Park

Total Plantable Area:	73,005 SF
Estimated Number of Trees:	149
Estimated Cost:	\$100,034

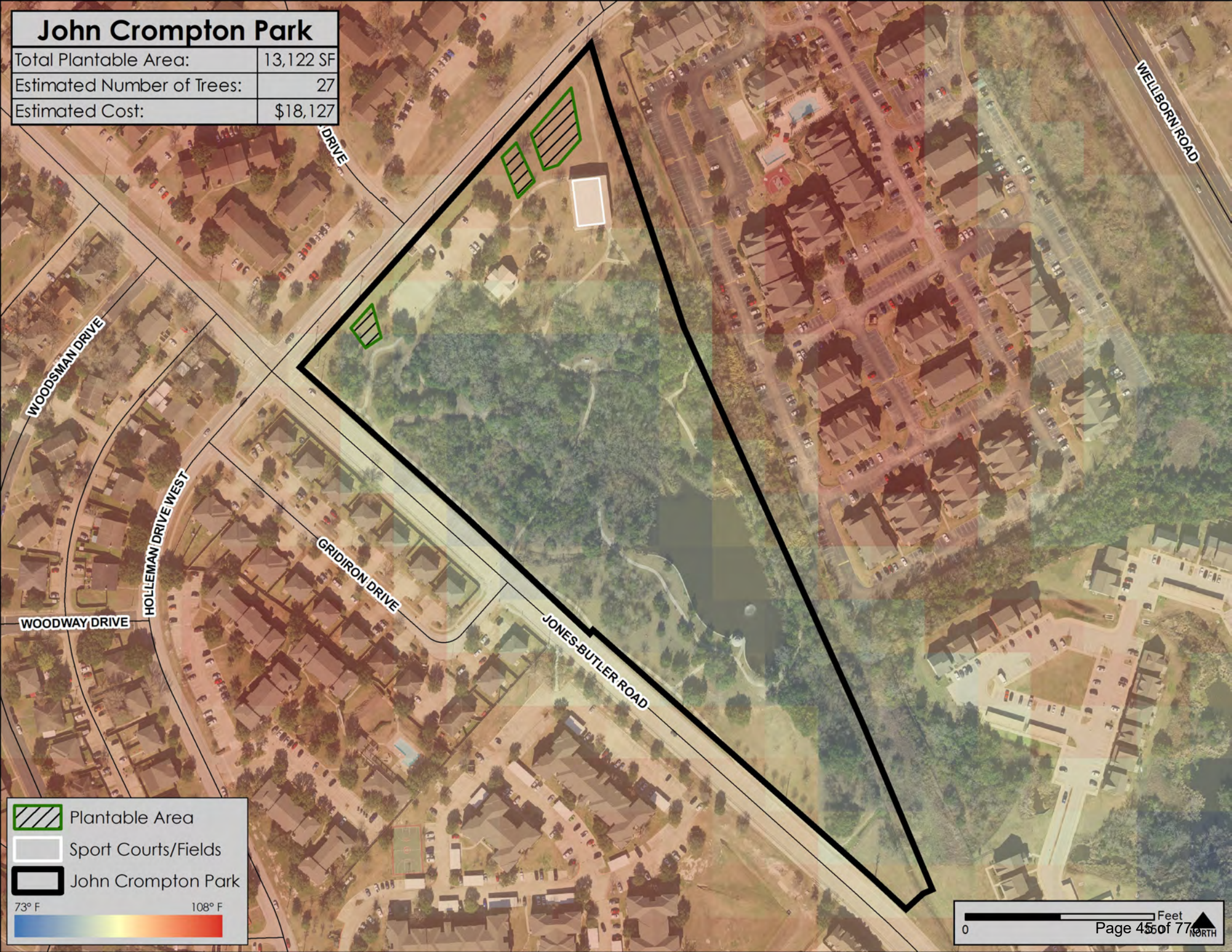


-  Plantable Area
-  Sport Courts/Fields
-  Jack & Dorothy Miller Park



John Crompton Park

Total Plantable Area:	13,122 SF
Estimated Number of Trees:	27
Estimated Cost:	\$18,127



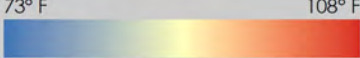
 Plantable Area

 Sport Courts/Fields

 John Crompton Park

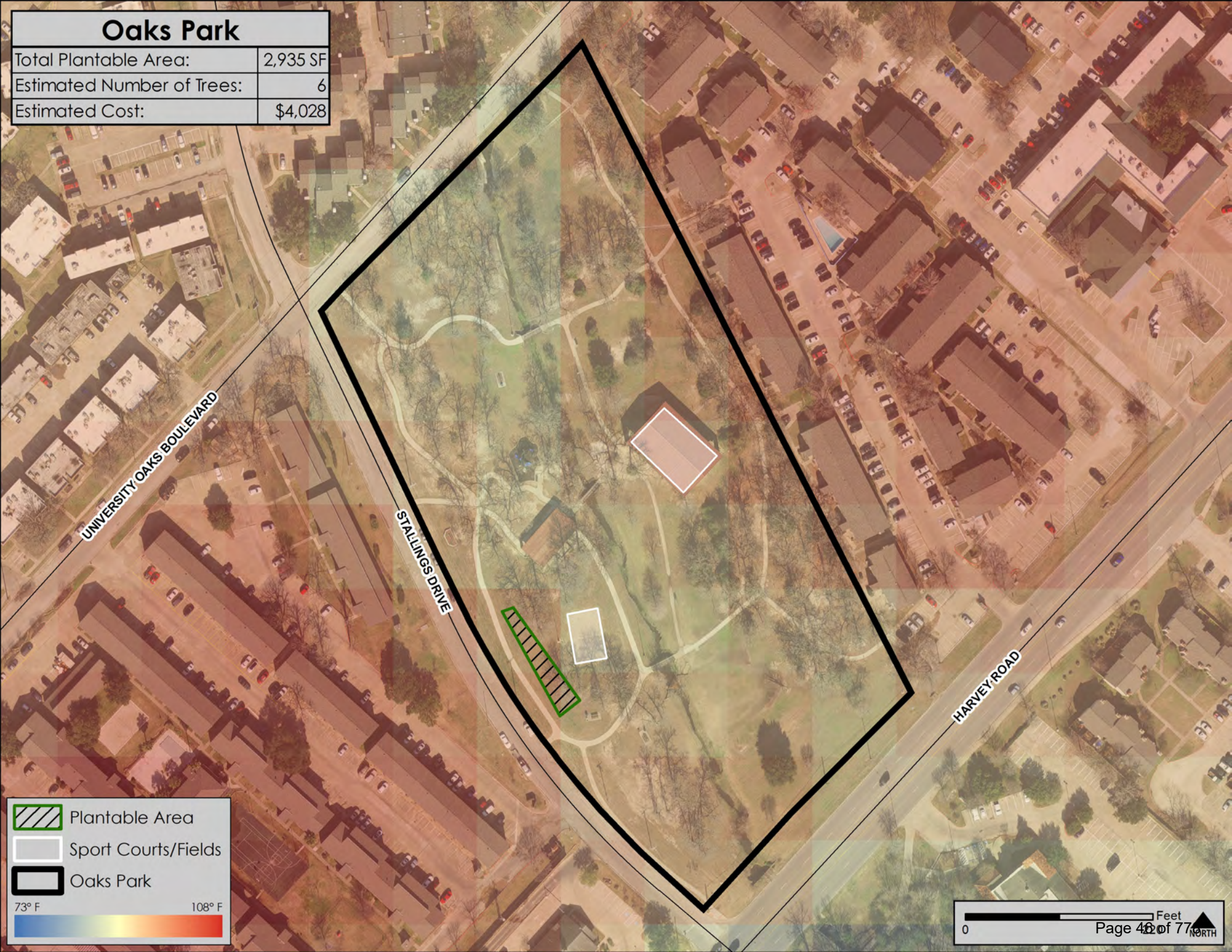
73° F

108° F



Oaks Park

Total Plantable Area:	2,935 SF
Estimated Number of Trees:	6
Estimated Cost:	\$4,028



UNIVERSITY OAKS BOULEVARD

STALLINGS DRIVE

HARVEY ROAD

 Plantable Area

 Sport Courts/Fields

 Oaks Park

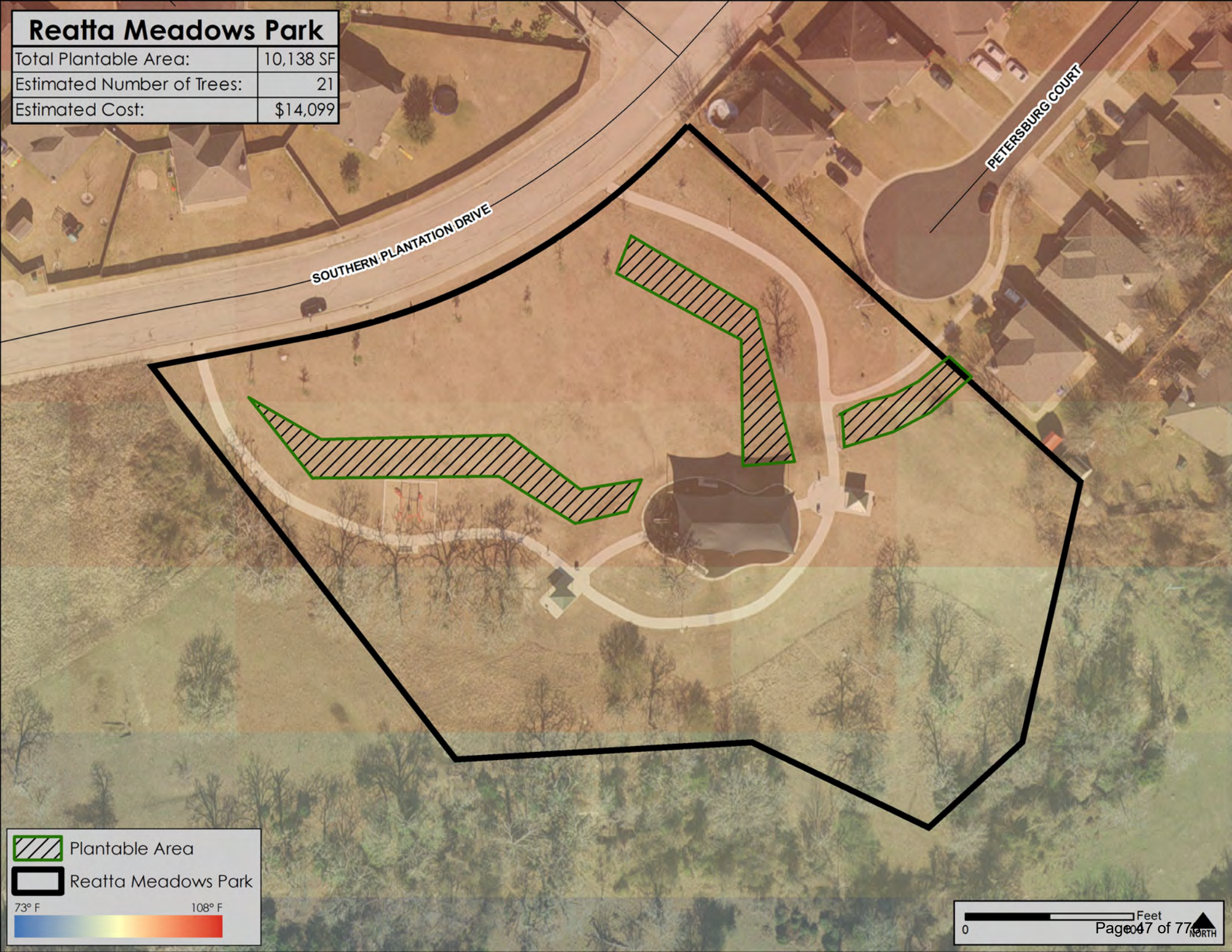
73° F

108° F



Reatta Meadows Park

Total Plantable Area:	10,138 SF
Estimated Number of Trees:	21
Estimated Cost:	\$14,099



SOUTHERN PLANTATION DRIVE

PETERSBURG COURT

 Plantable Area

 Reatta Meadows Park

73° F



108° F

Richard Carter Park

Total Plantable Area:	15,387 SF
Estimated Number of Trees:	31
Estimated Cost:	\$20,812



Plantable Area

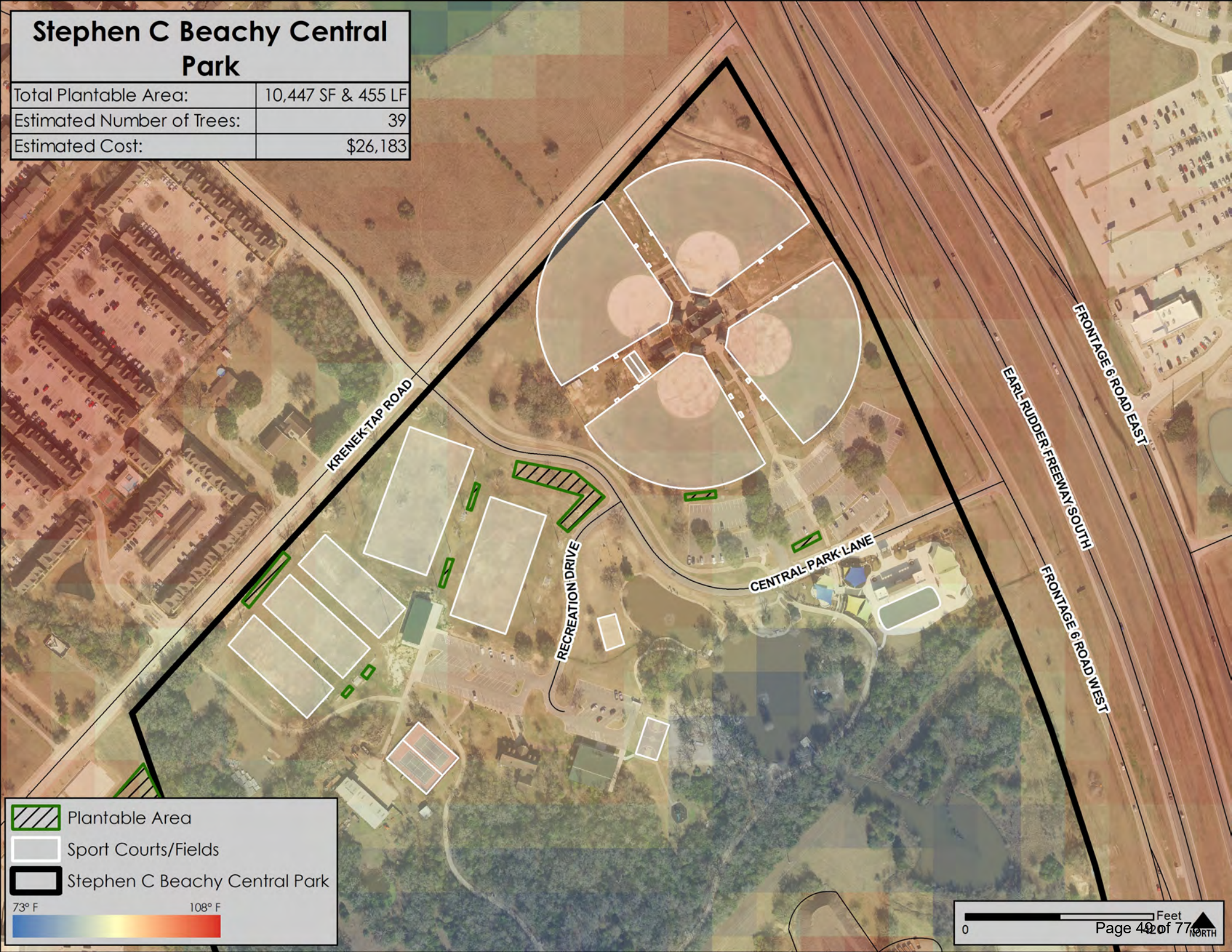


Richard Carter Park

73° F 108° F

Stephen C Beachy Central Park

Total Plantable Area:	10,447 SF & 455 LF
Estimated Number of Trees:	39
Estimated Cost:	\$26,183



 Plantable Area

 Sport Courts/Fields

 Stephen C Beachy Central Park

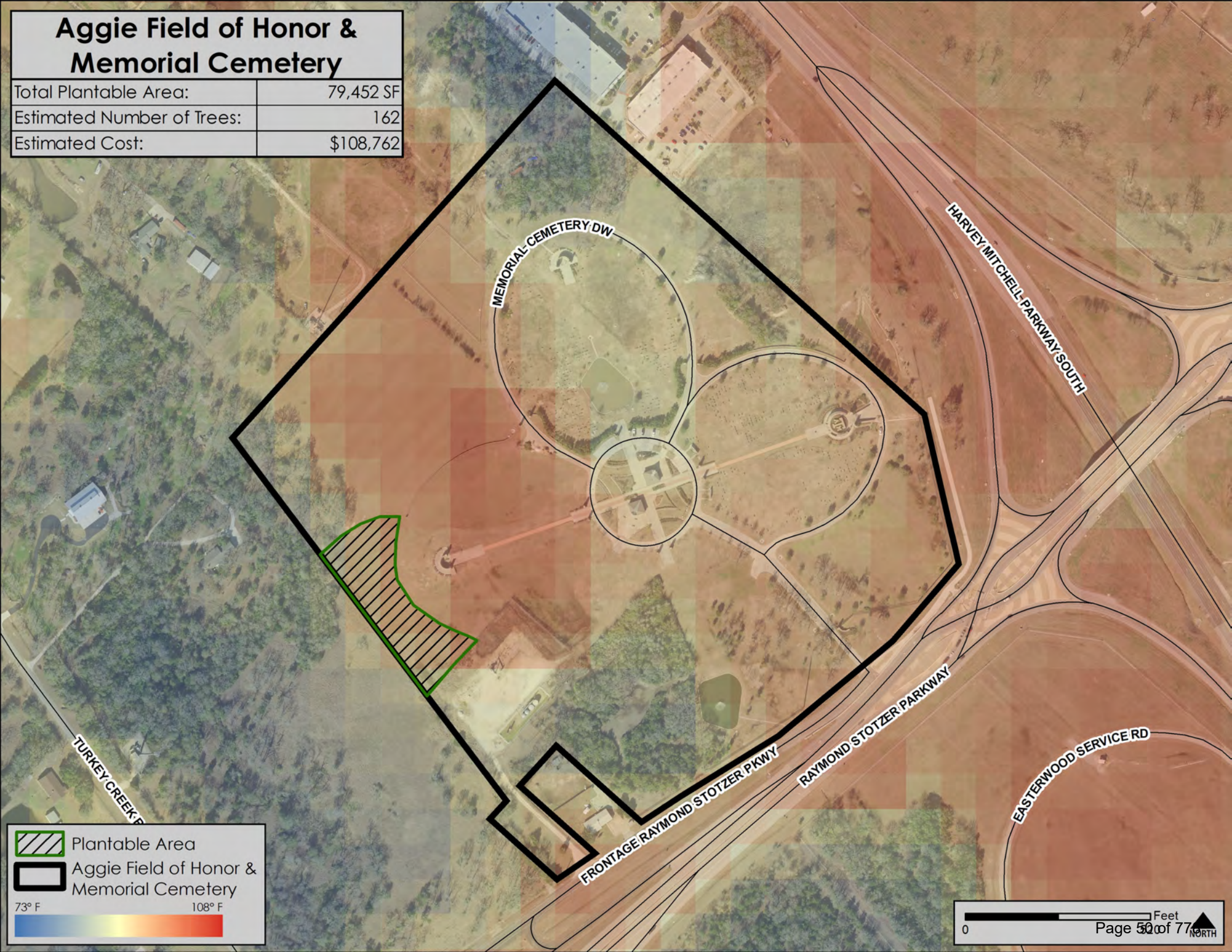
73° F

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Aggie Field of Honor & Memorial Cemetery

Total Plantable Area:	79,452 SF
Estimated Number of Trees:	162
Estimated Cost:	\$108,762

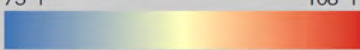


 Plantable Area

 Aggie Field of Honor & Memorial Cemetery

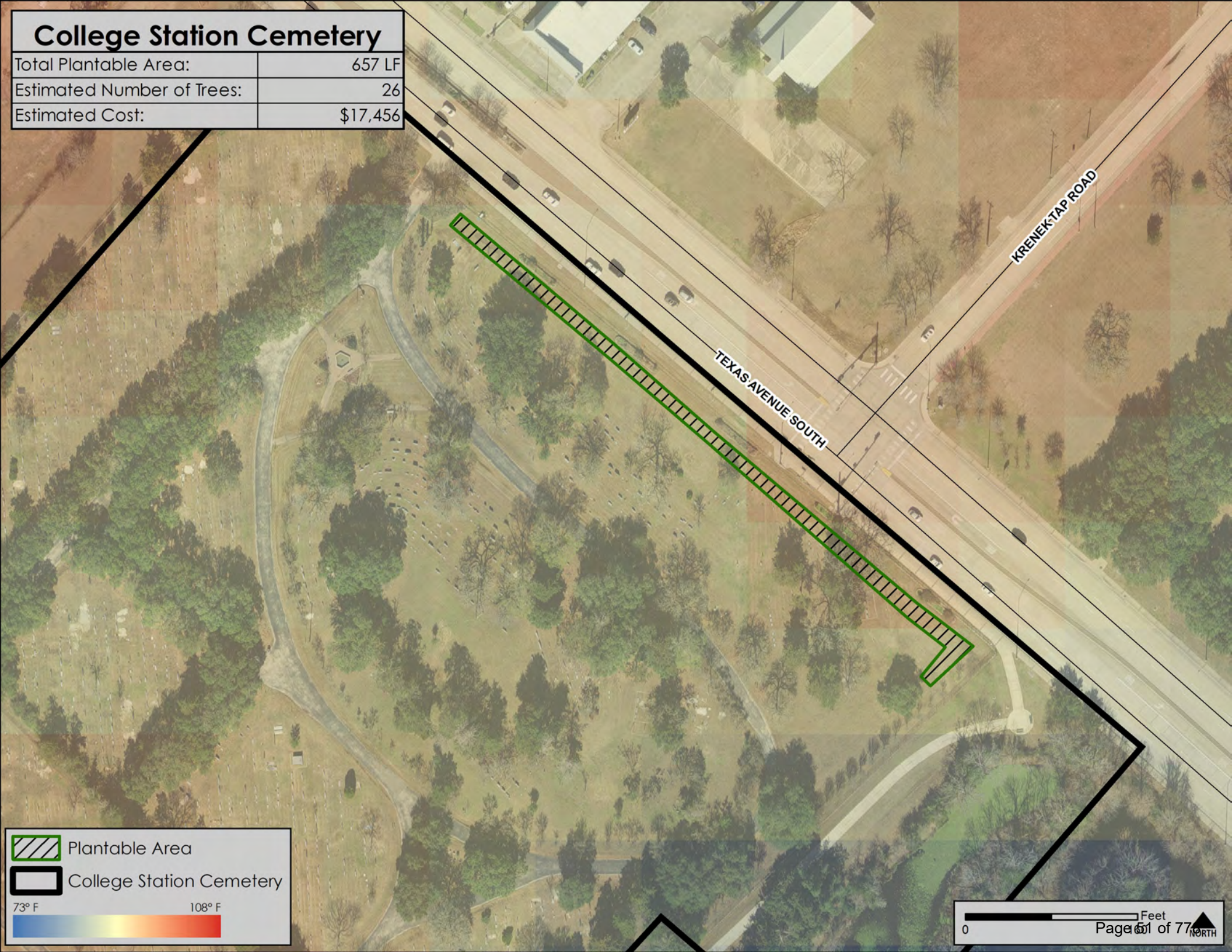
73° F

108° F



College Station Cemetery

Total Plantable Area:	657 LF
Estimated Number of Trees:	26
Estimated Cost:	\$17,456



KRENETAP ROAD

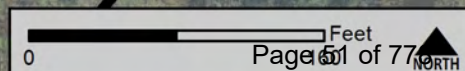
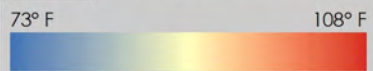
TEXAS AVENUE SOUTH



Plantable Area

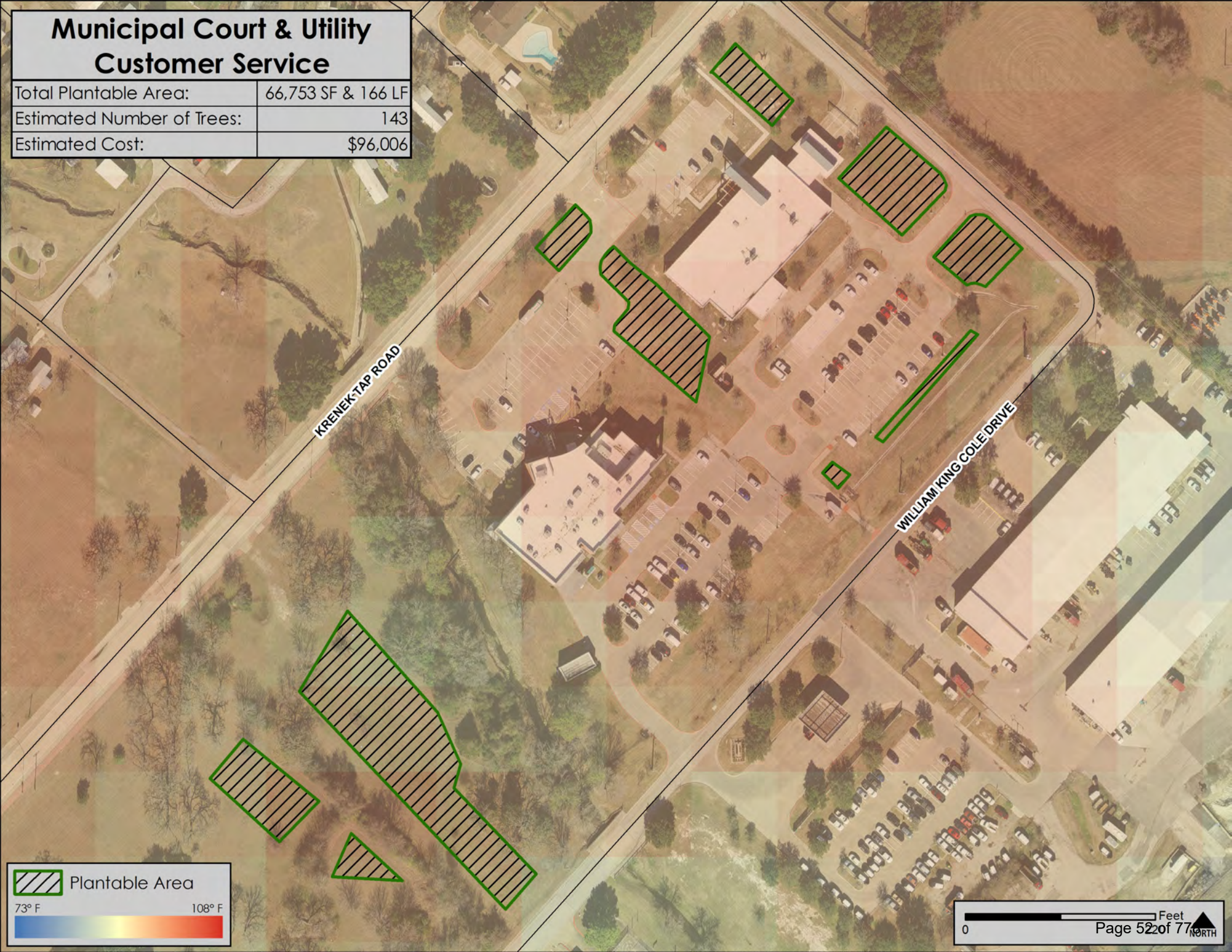


College Station Cemetery



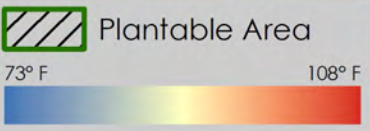
Municipal Court & Utility Customer Service

Total Plantable Area:	66,753 SF & 166 LF
Estimated Number of Trees:	143
Estimated Cost:	\$96,006



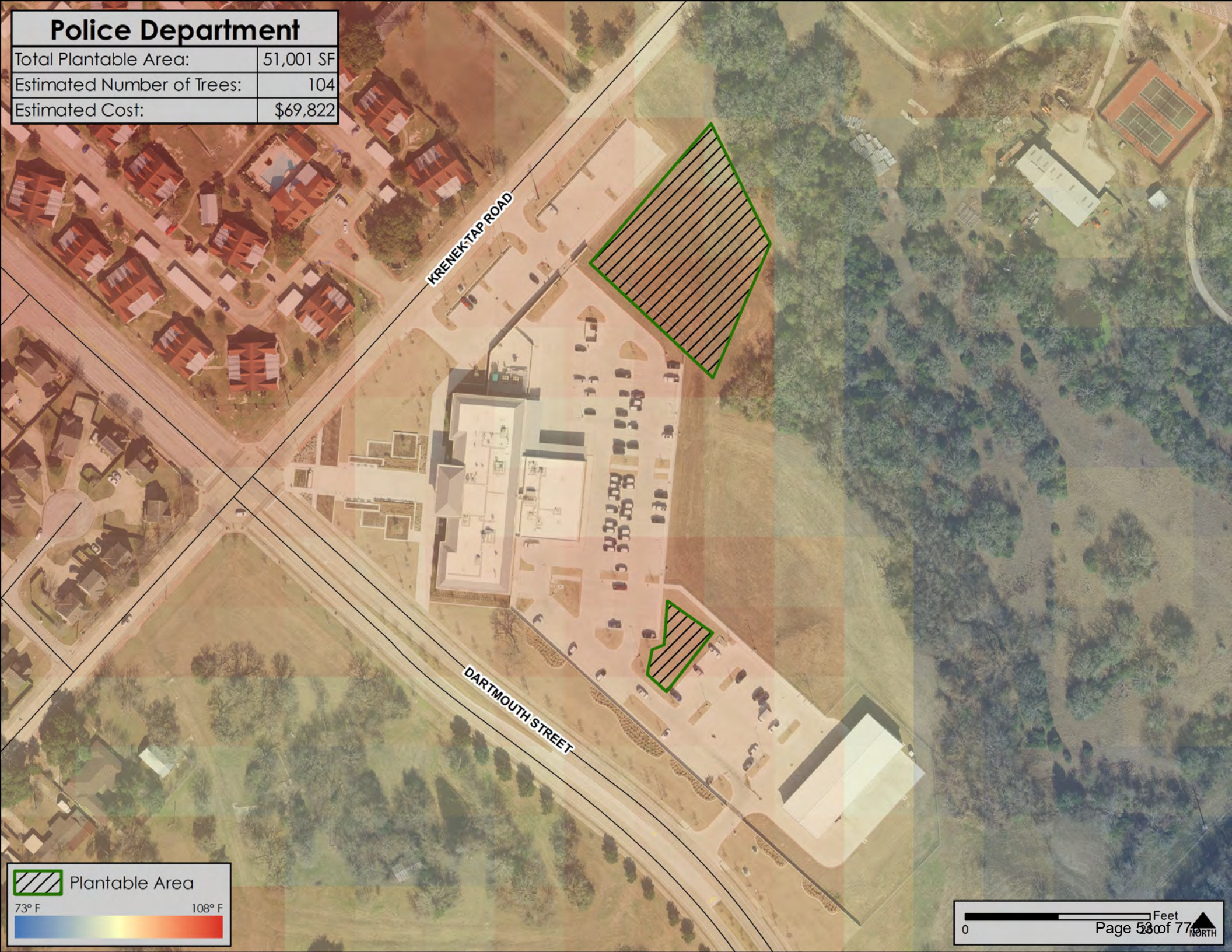
KRENEK TAP ROAD

WILLIAM KING COLE DRIVE



Police Department

Total Plantable Area:	51,001 SF
Estimated Number of Trees:	104
Estimated Cost:	\$69,822



KRENEK-TAP ROAD

DARTMOUTH STREET



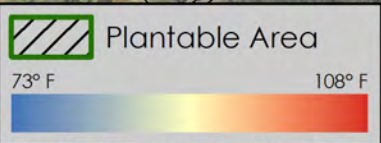
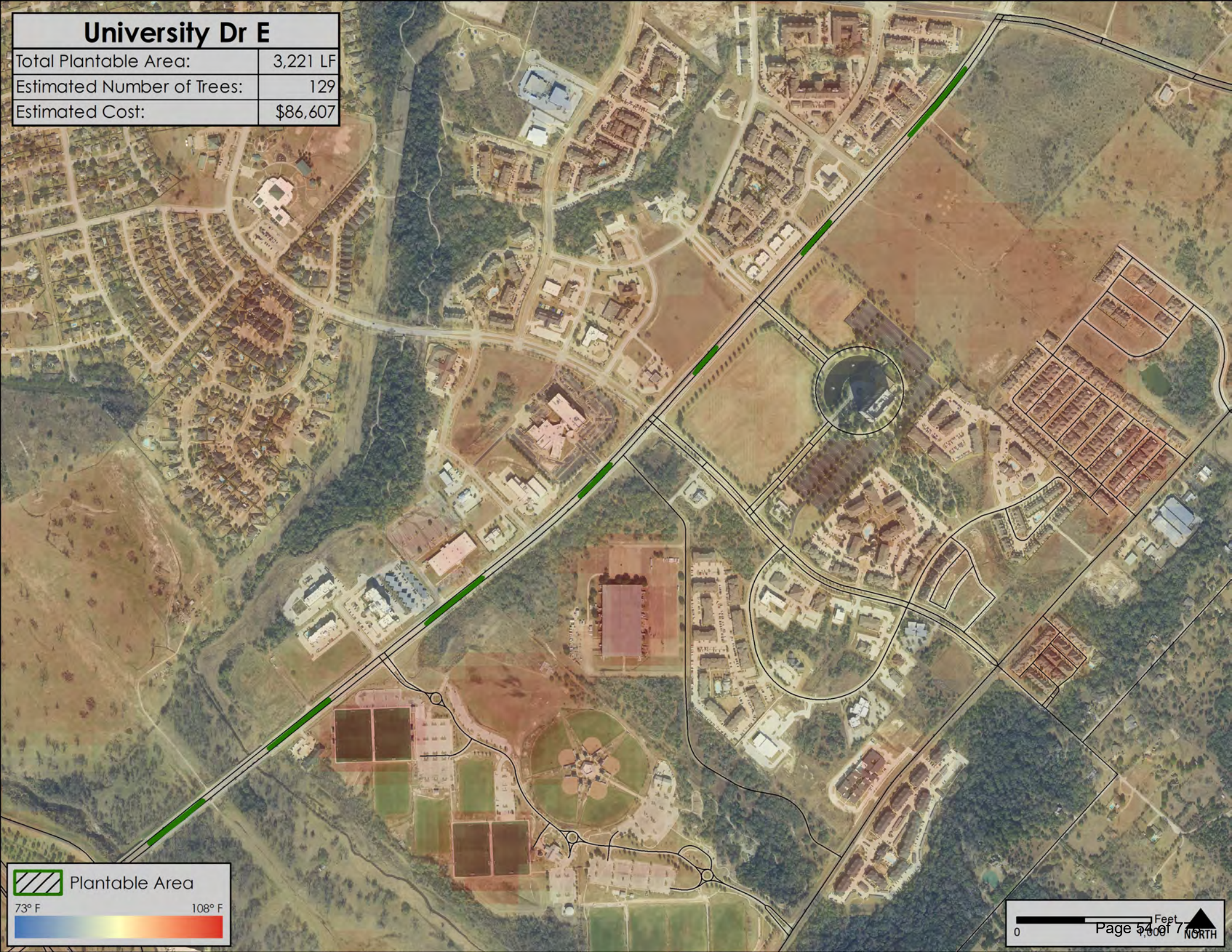
Plantable Area

73° F

108° F

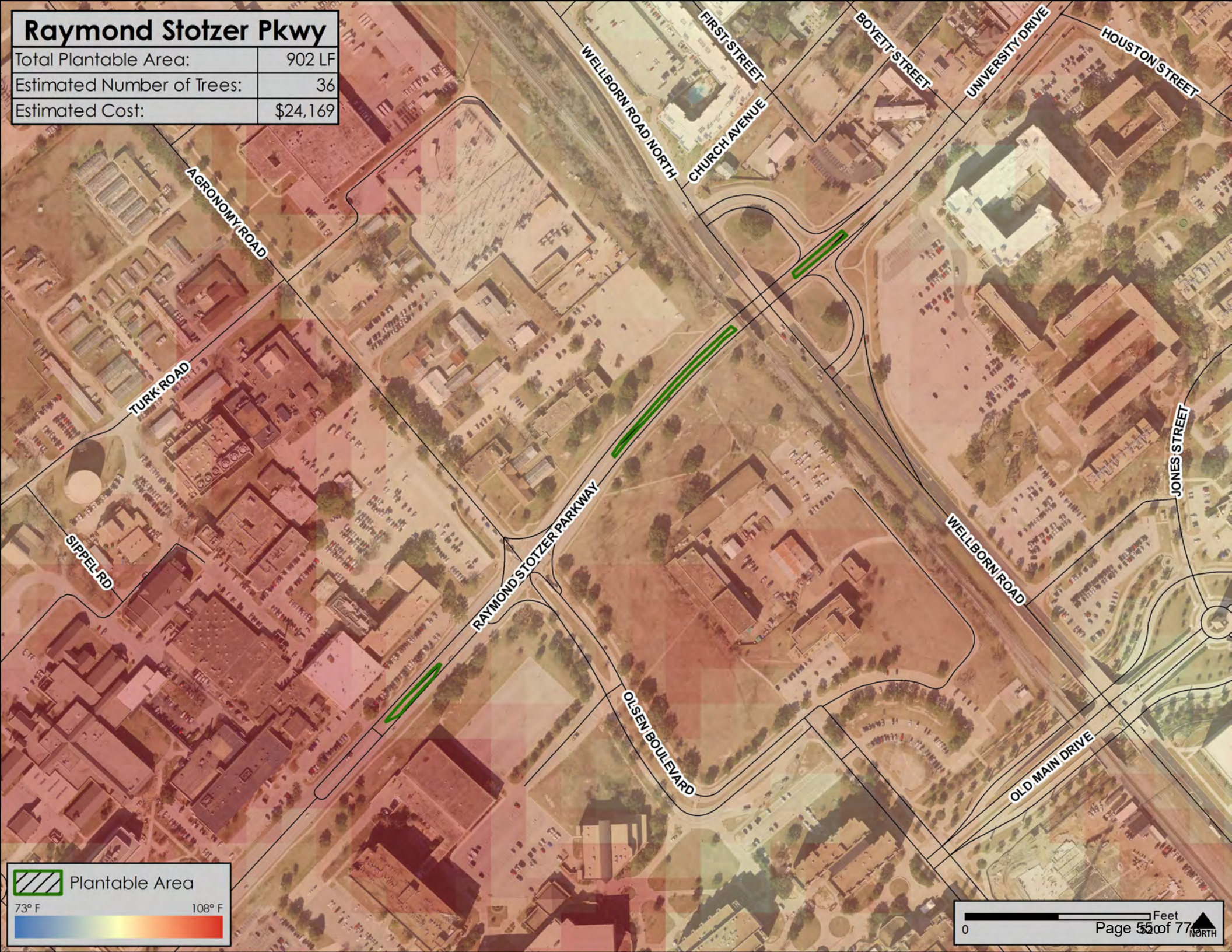
University Dr E

Total Plantable Area:	3,221 LF
Estimated Number of Trees:	129
Estimated Cost:	\$86,607



Raymond Stotzer Pkwy

Total Plantable Area:	902 LF
Estimated Number of Trees:	36
Estimated Cost:	\$24,169



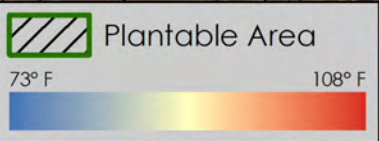
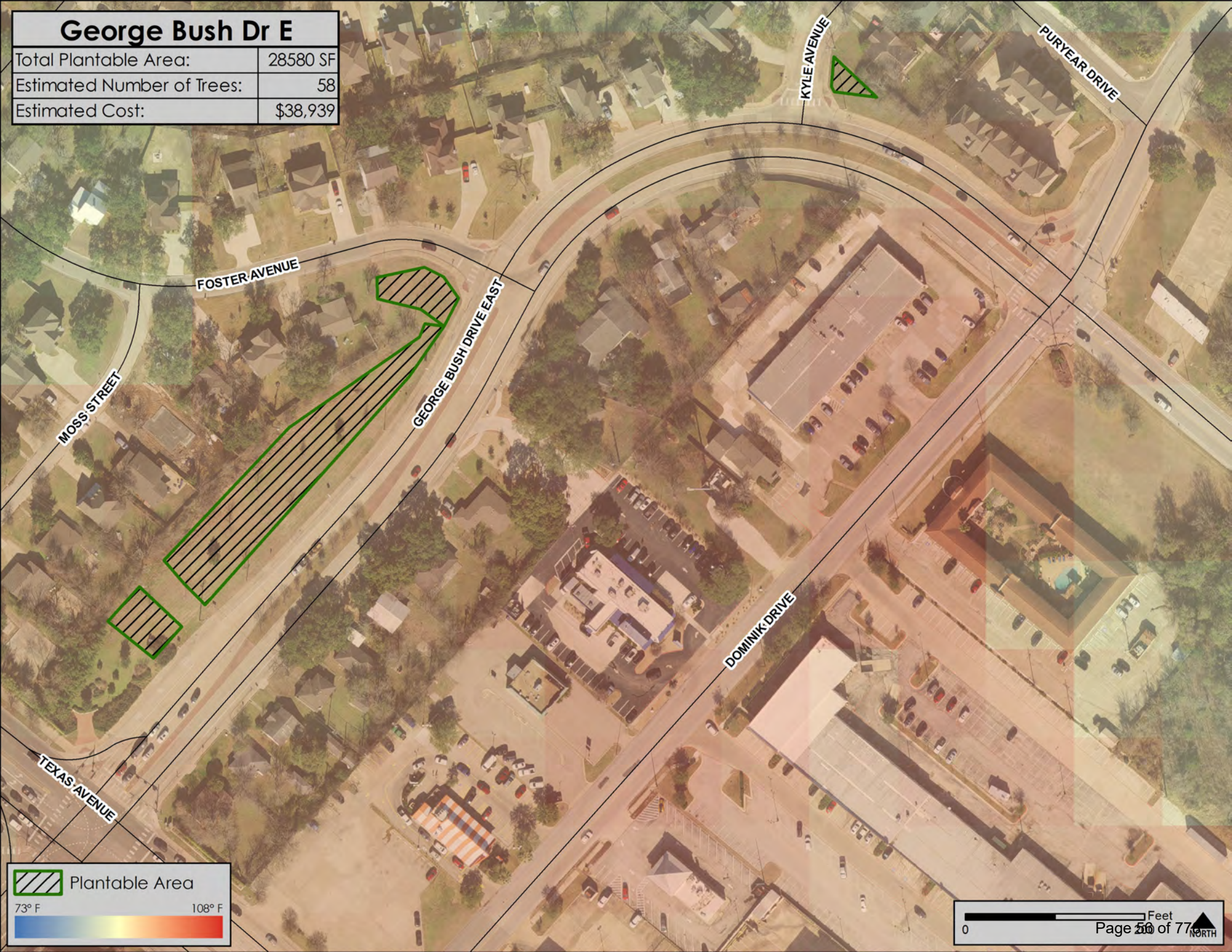
 Plantable Area

73° F

108° F

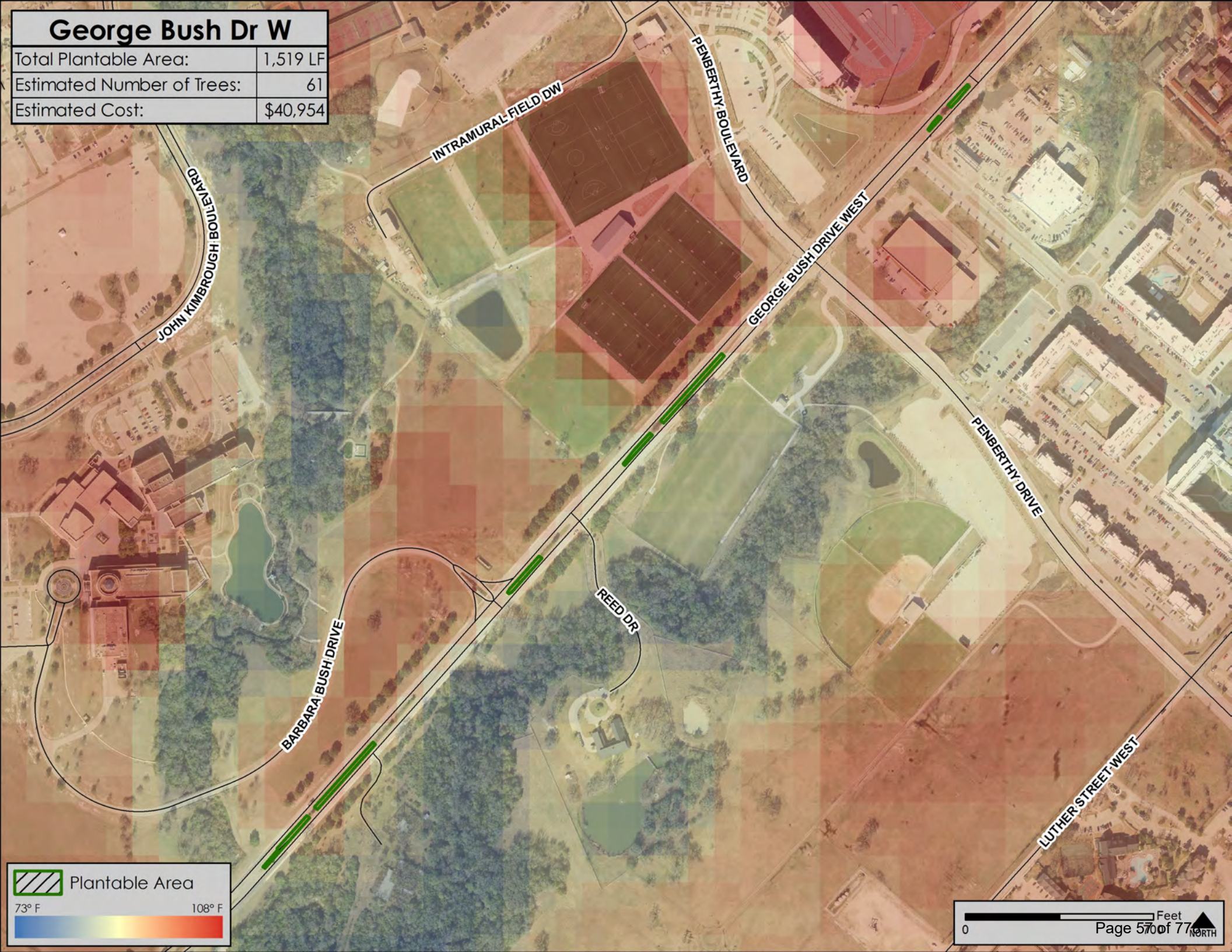
George Bush Dr E

Total Plantable Area:	28580 SF
Estimated Number of Trees:	58
Estimated Cost:	\$38,939



George Bush Dr W

Total Plantable Area:	1,519 LF
Estimated Number of Trees:	61
Estimated Cost:	\$40,954

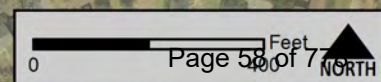


Harvey Mitchell Pkwy

Total Plantable Area:	183,634 SF & 55 LF
Estimated Number of Trees:	377
Estimated Cost:	\$253,106

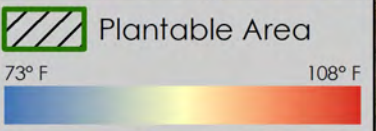
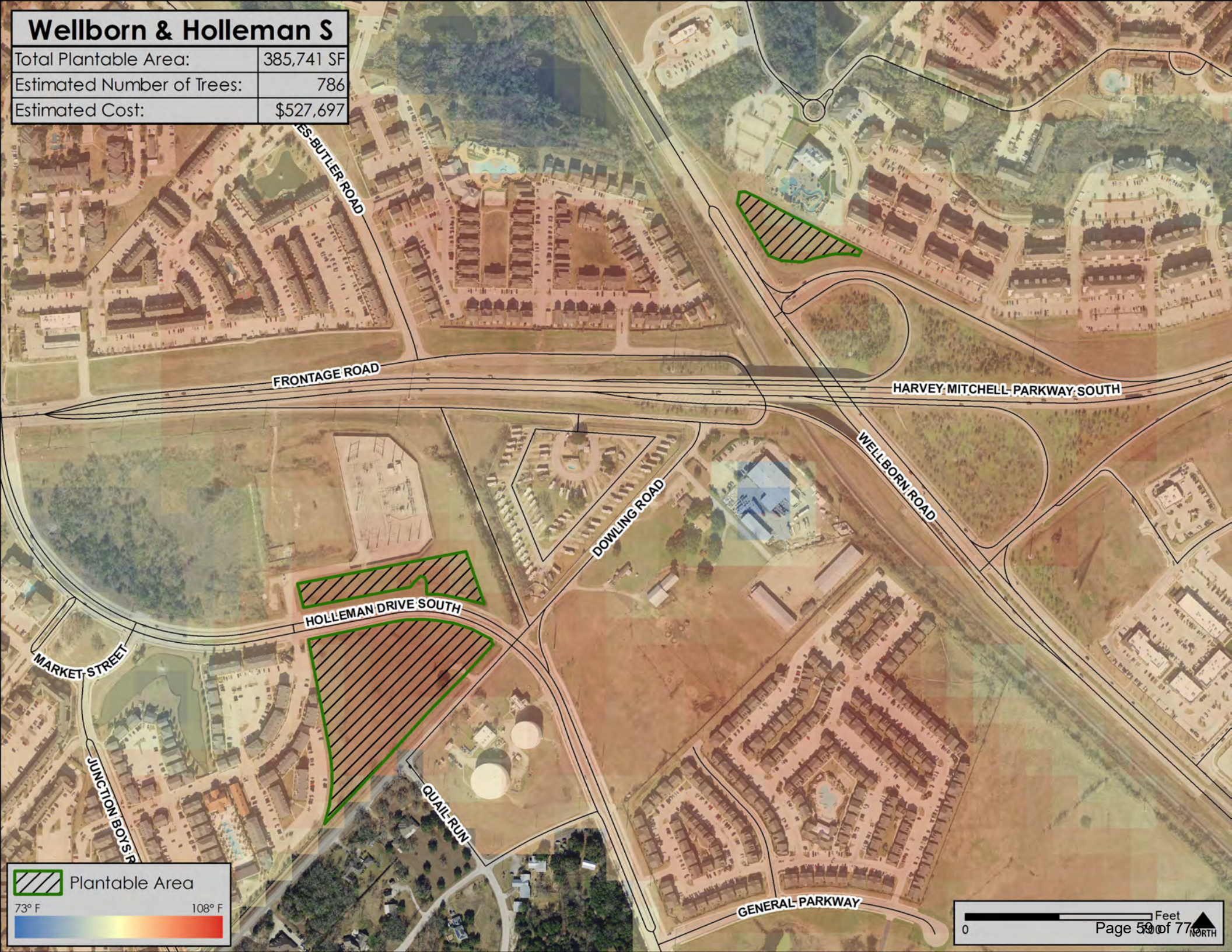


Plantable Area



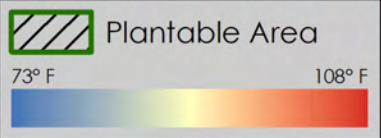
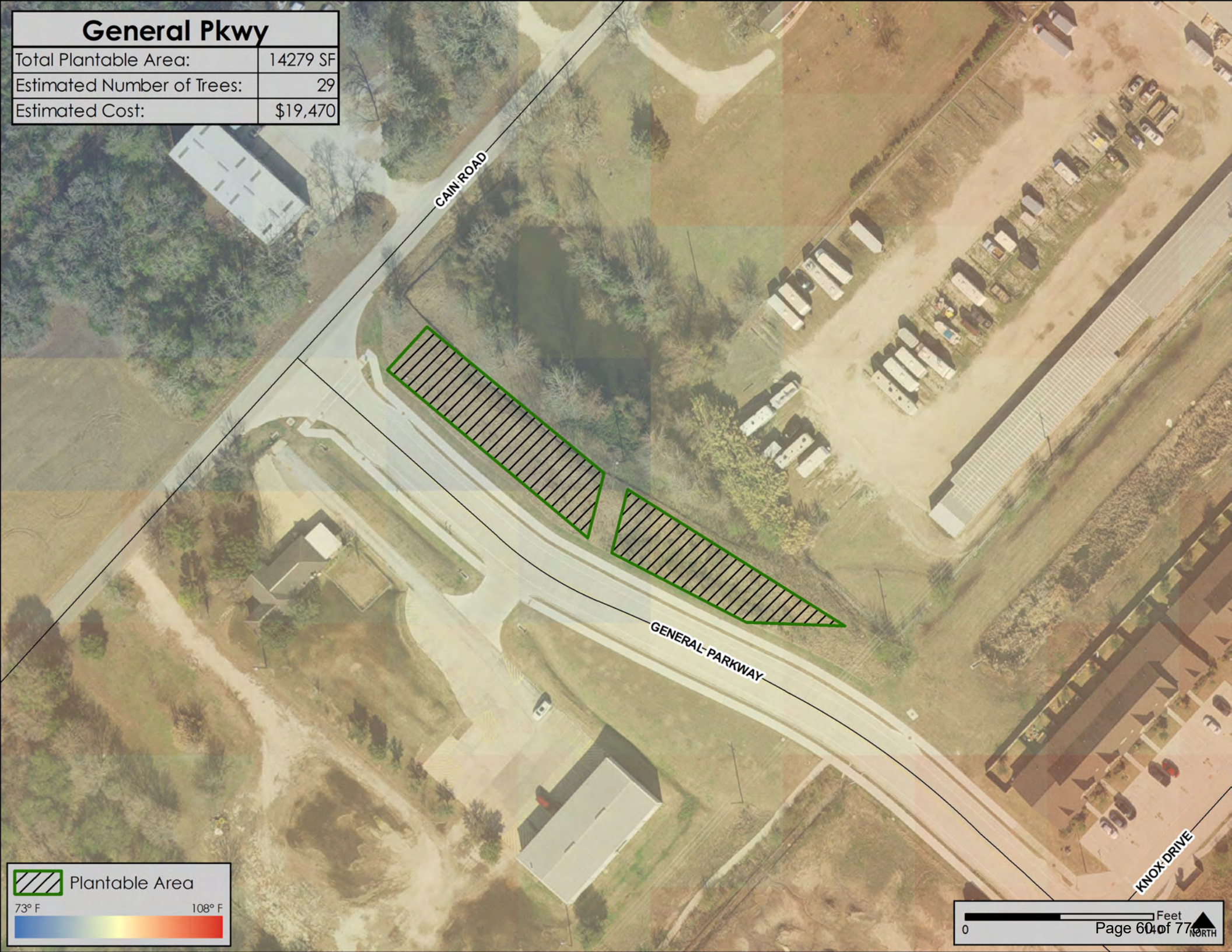
Wellborn & Holleman S

Total Plantable Area:	385,741 SF
Estimated Number of Trees:	786
Estimated Cost:	\$527,697



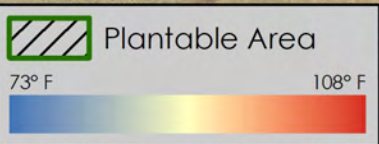
General Pkwy

Total Plantable Area:	14279 SF
Estimated Number of Trees:	29
Estimated Cost:	\$19,470



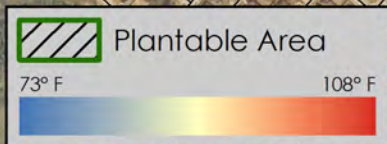
Wellborn & Graham

Total Plantable Area:	289 LF
Estimated Number of Trees:	12
Estimated Cost:	\$8,056



W D Fitch Pkwy

Total Plantable Area:	437,082 SF
Estimated Number of Trees:	890
Estimated Cost:	\$597,519



W D Fitch & Rock Prairie

Total Plantable Area:	83,518 SF
Estimated Number of Trees:	170
Estimated Cost:	\$114,133

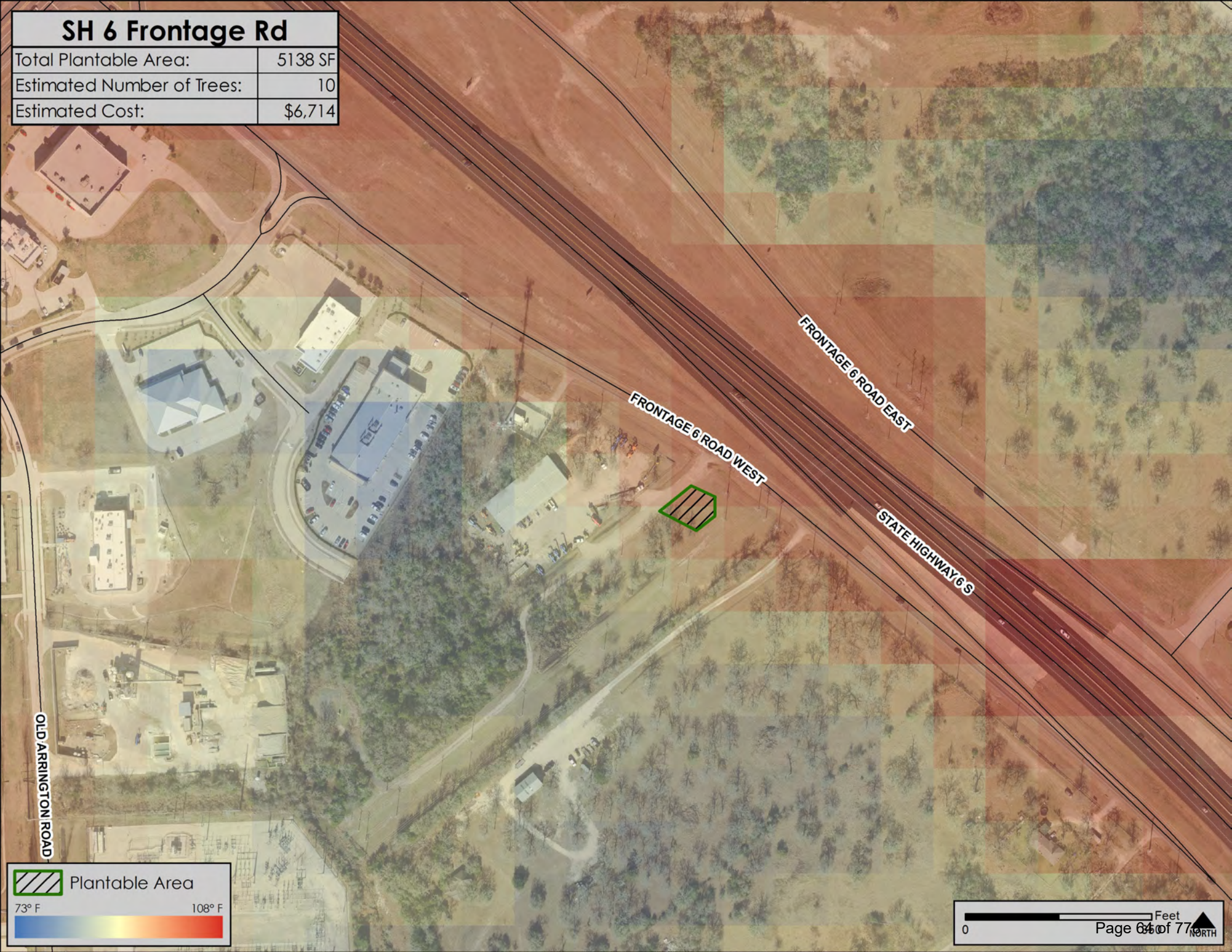


 Plantable Area

73° F 108° F

SH 6 Frontage Rd

Total Plantable Area:	5138 SF
Estimated Number of Trees:	10
Estimated Cost:	\$6,714



OLD ARRINGTON ROAD

FRONTAGE 6 ROAD EAST

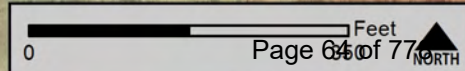
FRONTAGE 6 ROAD WEST

STATE HIGHWAY 6 S



Plantable Area

73° F 108° F



September 22, 2022
Item No. 7.2.
Shady Drive options

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding options for Shady Drive.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): N/A

Summary: Shady Drive is a dead end street located off of Francis Drive. This presentation will show options available for the repair of Shady Drive and associated costs.

Budget & Financial Summary: N/A

Attachments:

None

September 22, 2022
Item No. 7.3.
Egremont Update

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the design of the Egremont Court Rehabilitation Project.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): n/a

Summary: Presentation to Council regarding the design progress on the Egremont Court Rehabilitation Project. The residents on Egremont approached Council with a request to mitigate the water ponding observed along the end of the cul-de-sac.

Budget & Financial Summary: FY22 Budget Amendment #1 allocated \$150,000 for this project.

Attachments:
None

September 22, 2022

Item No. 8.1.

Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC:

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

- August 25, 2022 Council Meeting
- September 8, 2022 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM082522 DRAFT Minutes
2. CCM090822 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
AUGUST 25, 2022

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
John Haislet, Sr. Assistant City Attorney
Ian Whittenton, Deputy City Secretary
Lisa McCracken, Records Management Administrator

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:02 p.m. on August 25, 2022, 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, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:03 p.m. on August 25, 2022, to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
 - Shana Elliott and Lawrence Kalke v. The City of College Station, et al.
 - Robert Danny Clack, II v. The City of College Station, et al.

B. Consultation with attorney to receive legal advice; to wit:

- Legal Advice regarding the City's application to change transmission cost of service (TCOS) and wholesale transmission rates before the Public Utility Commission of Texas.
- Legal advice regarding the process to acquire property needed for the west side Highway 47 electric substation.

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

- Property generally located in the southwest quadrant of Texas State Highway 6 and Harvey Road.
- Property generally located in Midtown Business Center at the intersection of Midtown Drive and Corporate Parkway.

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

- City Attorney
- Council Self-Evaluation

E. Deliberation on a competitive matter as that term is defined in Gov't Code Section 552.133; to wit:

- Power Supply

3. Reconvene from Executive Session and take action, if any.

Executive Session recessed at 6:00 p.m.

MOTION: Upon a motion by Councilmember Harvell and seconded by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to appoint Adam Falco as City Attorney. The motion carried unanimously.

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

5. Hear Visitors Comments

Allison Flippen, College Station, asks that council consider adding "Safe Haven Baby Boxes" to fire stations throughout the city. She believes that this will encourage parents who do not want to parent their child to surrender them in a safe place.

John Nicks, College Station, would like council to consider forming a disability taskforce to consider ways to make the city's public areas and retail establishments more friendly to those with disabilities.

TreVion Watson, College Station, stated that the city should not be requiring a security deposit or charging reconnection fees on utility accounts.

6. WORKSHOP ITEMS

6.1. Presentation, discussion, and possible action regarding the current conditions of the Northgate Entertainment District, to include future options for improvement.

Billy Couch, College Station Police Chief, state that the Northgate Entertainment District has experienced rapid growth in the residential population over the last ten years, along with the residential

growth, and an increased growth in the number of licensed bars in Northgate. Due to the confined space of the Entertainment District, combined with the heavy occupancy of the licensed establishments, the Northgate area has become environmentally less safe. Chief Couch also explained that due to these environmental conditions, demands on city resources have constantly increased, despite additional resources, the environmental conditions have not improved. To effectively reduce the risk and liability of this environment, environmental conditions will need to change. The summary presentation will conclude with suggestions for consideration to make the area safer in the future.

Environmental Short Term Safety Considerations

- Bar Safety Measures
 - Ordinance to require cameras within bars
 - Wandering required upon entry
 - Removal of outdoor speakers
 - Removal of dining boxes
 - Earlier hour of last call

Environmental Medium Term Safety Considerations

- Traffic Calming
 - One-way streets or complete road closures
 - Speed Humps on College Main and Church Ave. to slow traffic
- Improve Mobility Safety
 - Lighted or Traditional Cross-Walks
 - Complete Unfinished Sidewalks on both sides
 - Additional Bike Lanes
 - Enhanced Wall along University Drive

Environmental Long Term Safety Considerations

- Smart and effective long-term environmental planning
- Limit on the number of bars in the interim until a broader solution can be created
- Conditional Use Permit requirements need to be designed with legitimate conditions for all bars within the City
- Create a system for maximum number of bars by district within the city
- Proximity ordinances for licensed establishments
- Entertainment district fees
- Use existing city facilities to stimulate quality and safe re-development (Surface parking lot, Promenade, Parking Garage, and ROWs)

Council directed staff to evaluate and return with the feasibility of each of the recommendations made, explore a business improvement district, and engage area business in dialogue.

6.2. Presentation, discussion, and possible action on options to amend the Restricted Occupancy Overlay (ROO).

Alyssa Halle-Schramm, Planning and Development, stated that at the February 10, 2022 meeting, the City Council requested a future agenda item to consider options to amend the Restricted Occupancy Overlay (ROO) with the intent to streamline the process and application for neighborhoods interested in pursuing a ROO. For this workshop, staff will present a list of options, along with a discussion of the advantages and disadvantages of each, for the City Council to consider and provide direction.

Amendment Options

Option (can be combined)	Advantages	Disadvantages
1) Adjust the application fee for single-family overlay zoning requests (NCO, ROO & HPO)	• More affordable for subdivision • Fee resolution only, no ordinance amendment needed	• City does not recoup any costs for staff time, certified mailings (2), and newspaper advertisements
2) Allow contiguous phases of a subdivision to submit one application and pay one fee	• Fewer applications • More affordable for subdivision • One Petition Committee	• Increased quantity of lots may increase/decrease difficulty of reaching 50%+1 threshold • Potential for phase(s) in support carrying the vote over smaller phase(s)
3) Allow the rezoning boundary to match that of a registered HOA or Neighborhood Association (original subdivision boundary applies if no HOA/NA)	• More affordable for subdivision • Option for one Petition Committee	• Increased quantity of lots may increase/decrease difficulty of reaching 50%+1 threshold • Potential for phase(s) in support carrying the vote over smaller phase(s)
4) Revise the petition percentage threshold from 50%+1 to some other percentage	• N/A	• N/A
5) Wait for more applications to be submitted, then consider amendments in the future	• Ability to continue evaluating the process	• Does not aid subdivisions interested in pursuing a ROO today

Council directed staff to keep option one (1) and bring back changes to incorporate option two (2) in the process.

6.3. Presentation, discussion, and possible action on a proposed middle housing zoning district.

Matthew Ellis, Plannings and Development, presented a draft proposal for the creation of a middle housing zoning district that allows a variety of housing options between single-family and multi-family. Mr. Ellis provided examples that included duplexes, townhouses, small and medium multiplexes, and courtyard houses, as well as small lot single-family developments. The proposed zoning allows these flexible housing types by right, rather than needing a PDD Planned Development District. The new zoning district may redirect development pressure out of existing single-family neighborhoods, encourage the housing types that the market demands in strategic locations, and create more housing choices for low- and middle-income people including families, students, young professionals, and seniors.

Mr. Ellis explained that staff has discussed the proposal with interested parties throughout the community. These efforts began with a seminar supper on June 28, 2022, to engage neighborhood representatives early in the creation of this proposal. Furthermore, staff met with builders, developers, and engineers in the community who have experience with student housing or middle housing products to discuss ideas, ask questions, and voice concerns regarding the proposed dimensional

standards and how the district would function. In total, staff held four focus group meetings and presented at the Builder and Developer Breakfast on July 21, 2022 to engage the development community. Staff also coordinated internally to receive feedback from all applicable City departments to ensure the proposal meets the needs of all departments and maintains excellent City services. The changes made to draft proposal are based on feedback from all engagement efforts.

Parking Options

P&Z Recommendation Option 1: Rear parking for the entire district • Based on middle housing best practices • Walkable neighborhoods with cleaner facades	Staff Recommendation Option 2: Allow front parking with streetscaping on the periphery of the Mixed Residential Future Land Use • Rear of lot is encumbered by buffering • Allows transitions	Option3: Allow front parking with streetscaping for the entire district • Does not create clean facades • Little incentive to rear park if front parking is always an option
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Buffering Options

Staff Recommendation P&Z Recommendation Option 1: 2.5’ of landscaped buffer for every 5’ of height and a fence • Contextual • Creates flexibility • Incentivizes smaller buildings on the periphery, leading to better transitions	Option 2: 5’ of landscaped buffer for every 10’ of height and a fence • Same as option 1, but less flexible • Results in overbuffering, not underbuffering	Option3: 10’ and a fence • Current multi-family buffer standard • Creates standard that is predictable • Not contextual to height
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Low-Density Residential Height Protection

Staff Recommendation P&Z Recommendation Option 1: Multiplexes provide 1:2 height protection from the property line • Contextual protection • Maintains the current application of standards (Multi-family developments follow height protection)	Option 2: All Middle Housing projects provide 1:2 height protection from the property line • Extends the current standards • Single-family provides height protection to single-family
--	--

Council directed staff to use option two (2) from parking but determine where option one (1) may be used, use option one (1) from buffering, and use option one (1) from low-density residential height protection.

6.4. Presentation, discussion, and possible action on a potential ordinance amendment relating to individual lot grading requirements for residential lots.

Anthony Armstrong, Planning and Development, stated that during discussions regarding the impervious cover ordinance that City Council heard and approved back in March of 2020, one of the additional issues raised by the Planning and Zoning Commission and shared by members of the City

Council was the component of grading on a property as it relates to drainage. This workshop item was to discuss potential options to address the issue of lot grading, specifically on a lot-by-lot scenario. Staff presented options for discussion and seek direction from the City Council.

Options could include:

- City provided individual lot grading templates, chosen by builder, confirmed by staff
- Developer created site specific grading plans per lot
- City directed site specific grading plan

Council directed staff to bring back an ordinance for Individual Lot Grading Templates with a height differential limit.

Council recessed at 9:25 p.m.

Council resumed at 9:37 p.m.

7. CONSENT ITEMS

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

Items 7.6 and 7.7 were pulled from Consent for clarification.

(7.6) Emily Fisher, Director of Public Works, stated that four areas were considered for traffic calming for the 2021-2022 cycle. The locations of these approved implementations are Pebble Creek, Renee Lane, and Ashburn Avenue. An invitation to bid was issued and only one bid was received from Larry Young Paving, Inc. Due to instability of pricing, previous work record, and unlikeliness of additional bidders, staff recommends awarding the contract to Larry Young Paving, Inc.

(7.7) Brian Piscacek, Economic Development Manager, stated that This is the second and final renewal with Land of Lights, Inc., DBA Santa's Wonderland, to encourage visitor stays by promoting "Christmas in College Station" and maintaining College Station as a premier destination of the Christmas season. The campaign partnership with Santa's Wonderland includes collaborative advertising to strategic markets, as well as exclusive, on-premises branding.

John Nicks, Pflugerville, came before council to speak on item 7.10 and would like council to consider waiving parking fees for those with disabilities.

John Nicks, Pflugerville, came before council to speak on item 7.11 and express concern about what he feels is excessive costs for several of the hardware and software purchases.

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

- **August 11, 2022 Council Meeting**
- **August 17, 2022 Special Meeting**

7.2. Presentation, discussion, and possible action regarding adoption of Resolution 08-25-22-7.2 to support the submission of a joint grant application with the Bryan/College Station Metropolitan Planning Organization for the Safe Streets and Roads for All program to conduct

a county-wide Comprehensive Safety Action Plan.

7.3. Presentation, discussion, and possible action regarding an Interlocal Agreement with Brazos County and the City of Bryan for the 2022 Byrne Justice Assistance Grant (JAG) Program in which the City of College Station has been allocated \$16,112.60 for the purpose of supporting law enforcement programs.

7.4. Presentation, discussion, and possible action regarding ordinance 2022-4381 of the Atmos Cities Steering Committee (ACSC) Rate Review Mechanism (RRM).

7.5. Presentation, discussion, and possible action regarding a general services contract with Buyers Barricades Houston, LLC in the amount of \$115,000 for the 2022 TAMU Football Post Game Day Traffic Control.

7.6. Presentation, discussion, and possible action regarding the award of a construction contract to Larry Young Paving Inc. in the amount of \$199,410 for Traffic Calming Implementation and Construction.

7.7. Presentation, discussion, and possible action regarding the second renewal of a sponsorship agreement with Land of Lights, Inc., DBA Santa's Wonderland, in the amount of \$150,000.

7.8. Presentation, discussion, and possible action to authorize expenditure of funds for Fiscal Year 2023 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

7.9. Presentation, discussion, and possible action to approve the fourth renewal of an annual contract for Professional Auditing Services with FORVIS, LLP (formerly BKD, LLP) for an amount not to exceed \$134,294.

7.10. Presentation, discussion, and possible action on ordinance 2022-4382 amending Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing and Parking," by adding Division 5 "City Facility Parking".

7.11. Presentation, discussion, and possible action regarding renewing the contract for Temporary Employment Services with Spherion Staffing LLC ("Spherion") for a total estimated annual expenditure of \$190,000.

7.12. Presentation, discussion, and possible action regarding the purchase of SCADA system video integration hardware and software from CDW-G, LLC for \$141,587.12 and from the Reynolds Company for \$219,856.61.

7.13. Presentation, discussion, and possible action regarding approval of a Community Housing Development Organization HOME Investment Partnership Program funding agreement in the amount of \$305,094 with Elder Aid, Inc. for the acquisition and rehabilitation of two rental units at 1416 and 1418 Hawk Tree in College Station to be used as affordable, elderly rental housing.

7.14. Presentation, discussion, and possible action on resolution08-25-22-7.14 granting consent to Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax road bonds, series 2022, in an amount not to exceed \$2,500,000.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action on the City of College Station 2023 advertised ad valorem tax rate of \$0.524613 per \$100 valuation, resulting in an increase in tax revenues.

Mary Ellen Leonard, Finance Director, stated that the governing body of a taxing unity may not adopt a tax rate that exceeds the lower of the voter-approval rate or the no-new revenue tax rate until the governing body has held a public hearing on the proposed tax rate. The tax rate that the City Council announced would hold the public hearing on is \$0.524613 per \$100 assessed valuation. This is a decrease in the tax rate from the 2021 tax rate of (\$0.010005). The notice of this public hearing was placed in the Eagle, as well as on the City's internet site, and the City's television channel. The public hearing tax rate of \$0.524613 per \$100 assessed valuation will generate \$57,079,638 in taxes. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

At approximately 9:53 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 9:53 p.m.

8.2. Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2022-2023 Budget; and presentation, discussion, and possible action ratifying the property tax revenue increase reflected in the budget.

Mary Ellen Leonard, Finance Director, noted the Council will need to take two actions: 1) consider the FY 2023-20224 proposed budget in the amount of \$412,370,777; including proposed revisions of an increase of \$2,279,394; and 2) ratify the property tax revenue increase reflected in the budget.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4383, the proposed FY23 budget for the City of College Station including proposed revisions of an increase of \$2,279,394 for a total proposed budget with revisions of \$412,370,777. The motion unanimously carried unanimously.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve ratifying the property tax increase reflected in the FY22 Budget. The motion unanimously carried unanimously.

8.3. Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2022-2023 ad valorem tax rate of \$0.524613 per \$100 assessed valuation, the debt service portion being \$0.211441 per \$100 assessed valuation and the operations and maintenance portion being \$0.313172 per \$100 assessed valuation.

Mary Ellen Leonard, Finance Director, presented the FY 2023-2024 ad valorem tax rate. The proposed tax rate of 52.4613 cents per \$100 assessed valuation is the same as the current tax rate. Also, presented the debt service portion being \$0.211441 per \$100 assessed valuation and the operations and maintenance portion being \$0.313172 per \$100 assessed valuation.

MOTION: Upon a motion made by Councilmember Maloney, and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4384, the City of College Station 2022-2023 ad valorem tax rate of \$0.524613 per \$100 assessed valuation, the debt service portion being \$0.211441 per \$100 assessed valuation and the operations and maintenance portion being \$0.313172 per \$100 assessed valuation. The motion carried unanimously.

8.4. Presentation, discussion, and possible action on a resolution adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

Mary Ellen Leonard, Finance Director, stated that all fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. Each year with the budget the Council adopts a new resolution to keep the fees, rates, and charges current.

FY23 Fee Resolution Changes:

Planning and Development Services Department

- The consolidation of Planning and permit fees into one section was revised back to its former format by legal to match ordinance codification. No rates were changed, however, the removal of the consolidation of the planning related fees in the ordinance has re-ordered / renumbered the document provided at Workshops.

Parks & Recreation

- Correction for a typographical error the packet related to Purple Gym deposits has been made. Updates to the Parking Ordinance to allow the City Manager discretion related to parking at City Facilities and the related updates to references to parking rates in the ordinance have been made. The updated ordinance can be found on consent August 25, 2022.

Public Works Department

- Chapter 40, Utilities
 - i. Article IV Solid Waste Collection and Disposal – wording updates to Sec. 40-391 and 40-392 related to commercial collection in the city and in Northgate have been made for transparency by Solid Waste.

Fire Department

- Three permit fees were added for hot work, mobile food vendors and emergency access gates.

MOTION: Upon a motion made by Councilmember Maloney, and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 08-25-22-8.4, adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas. The motion carried unanimously.

8.5. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by

changing the zoning district boundaries from GC General Commercial to PDD Planned Development District on approximately 12 acres of land located 103 N. Dowling Rd.

Anthony Armstrong, Planning and Development, stated that the applicant has requested a rezoning for approximately 12 acres of land from GC General Commercial to PDD Planned Development District with a base zoning of T Townhouse. The change in the zoning district boundaries from GC General Commercial to PDD Planned Development District, would allow commercial opportunities on a vacant tract of land located at the intersection of Dowling and Holleman Drive while also providing additional single-family housing types for the remaining unplatted portion of the overall development.

The Planning and Zoning Commission heard this item at their August 4, 2022 Regular Meeting and voted unanimously for approval. After the Planning and Zoning Commission meeting, the applicant submitted a slightly modified Concept Plan (attached as Concept Plan - Modified), which corrected a boundary and made some small changes to the layout. These changes would be considered a minor modification and could be approved at the Staff level, if approved, but since the change took place prior to the City Council action, staff has included the modified Concept Plan for City Council consideration. The modified Concept Plan is included as part of the ordinance. Staff recommended approval.

Concept Plan

- Max building height 25' measured to the eave
- Min front setback of 35'
- Streetscaping along Holleman Drive, N Dowling Road & Larimer
- Sanitation compactor in place of dumpsters
- Sidewalks only on one side of the private access ways
- Private Street allowed to break block

At approximately 10:22 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 10:23 p.m.

MOTION: Upon a motion made by Councilmember Crompton, and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4385, amending Appendix A, "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GC General Commercial to PDD Planned Development District on approximately 12 acres of land located 103 N. Dowling Rd. The motion carried unanimously.

8.6. Presentation, discussion, and possible action on an agreement for purchase and sale of real property between the City of College Station and West Valley JMYL, LP for approximately 7.64 acres of land located generally near the intersection of Texas State Highway 6 and Harvey Road.

Natalie Ruiz, Economic Development Director, stated that this is a Property Purchase Agreement relating to the City's acquisition of the former Macy's property at Post Oak Mall. The City intends to purchase approximately 7.64 acres and the 103,000 square foot building located on the property in the southeast corner of Post Oak Mall for potential redevelopment in the amount of \$7.3 million.

Vision Planning for Redevelopment

- 10-Year Evaluation & Appraisal Report
 - ✓ Launched in 2019, adopted by City Council in October 2020
 - ✓ Recommended comprehensive plan modifications in response to changing conditions
 - ✓ Scenario planning for several areas, including Post Oak Mall
- Engagement with current owners of Post Oak Mall and accompanying boxes
- Potential of alternative uses, increasing density, high utilization in key corridor

Scenario Analysis/Vision Exercise

Recommended Subareas			
Potential subareas were identified by City staff and the planning team using input from the first round of community engagement and discussions with the Comprehensive Plan Evaluation Committee. From these potential areas, six were selected. These areas were chosen in part due to potential opportunities for infill and redevelopment, importance to the community, and questions about the effectiveness of the current policies in those areas. The selected areas are shown below.			
<i>Subarea</i>	<i>Location</i>	<i>Acres</i>	<i>Current LUP Category</i>
1	Post Oak Mall Area	169	Urban Mixed-Use
2	Harvey Road (Opposite Post Oak Mall)	84	Urban Mixed-Use
3	University Drive East of Texas Avenue	92	General Commercial, Urban, Neighborhood Conservation
4	Texas Avenue across from A&M	89	Urban
5	George Bush Dr and Wellborn Rd Area	52	Urban
6	George Bush Drive across from A&M	97	Neighborhood Conservation

Melissa McIlhaney, College Station, came before council to express her opinion that the purchase price is too high for this property.

Mike Logan, College Station, stated he also believes the purchase price is excessive and the property would be better off with private development.

MOTION: Upon a motion made by Councilmember Crompton, and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve an agreement for purchase and sale of real property between the City of College Station and West Valley JMYL, LP for approximately 7.64 acres of land located generally near the intersection of Texas State Highway 6 and Harvey Road. The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

10. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules;

honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

None.

11. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Councilmember Cunha reported on the Bicycle, Pedestrian, and Greenways Advisory Board.

Councilmember Maloney reported on the Texas Municipal League.

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

Councilmember Harvell requested an item on possible Safe Haven baby boxes.

Councilmember Maloney requested an item on utility reconnect fees.

Councilmember Maloney requested a resolution in support of the Texas Municipal League.

Councilmember Maloney requested a discussion on joining the National League of Cities.

Councilmember Cunha requested an item on the multi-family solid waste management.

13. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 10:56 p.m. on Thursday, August 25, 2022.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
SEPTEMBER 8, 2022

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:00 p.m. on September 8, 2022, 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, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:01 p.m. on September 8, 2022, to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
 - Shana Elliott and Lawrence Kalke v. The City of College Station, et al.
 - Robert Danny Clack, II v. The City of College Station, et al.

- B. Deliberation on the purchase, exchange, lease, or value of real property; to wit:
- Property generally located in the southwest quadrant of Texas State Highway 6 and Harvey Road.
- C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
- City Manager
 - Council Self-Evaluation

3. Reconvene from Executive Session and take action, if any.

Executive Session recessed at 6:00 p.m. No action was taken.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1 Presentation proclaiming September 17th through 23rd as Constitution Week.

Mayor Mooney presented a proclamation to the La Villita Chapter of the Daughters of the American Revolution and proclaimed September 17-23, 2022, as Constitution Week.

5.2. Presentation proclaiming September 8th as Special Olympics Team Texas Flag Football Day.

Mayor Mooney presented a proclamation to the Team Texas Aggies, which are: Coach Donald Calhoun, Coach Ross Clubb, Franklin Cullen, James Everett, James Hawkins, Conner Kelly, Jeffery, Ramsey, Matthew Amezaga, Jose Lopez, Brendan Musser, Stephen Sacarello, and Coach Fred J. Clubb, Jr. and proclaimed September 8, 2022, as Special Olympics Team Texas Flag Football Day.

6. Hear Visitors Comments

John Nicks, College Station, stated he had several topics he wanted to discuss:

- He requested the city council split city council meetings over 2 days - where the executive session and workshop items are held on Day 1. Then, recess until the following day, reconvening at 6 pm to finish city business and not have citizens out until 11 pm. Alternatively, he recommended following a weekly meeting schedule like Brazos County Commissioner's Court.
- Mr. Nicks requested that Mayor Mooney and the City Council create a Disability Taskforce, Mayor Council of Disability, or Commission on Disability. Its main focus would be to make College Station more disability-friendly.

Sherry Frisk, College Station, came before Council to report on the "Never Forget Garden" at the Brazos Valley Veterans Memorial and report that donations have been raised in the amount of \$76,231.18, with the goal of raising another \$200,000.

Tre Watson, College Station, came before Council regarding a question during last weeks Northgate presentation, if the increase in crime was because of gang members. He cautioned that using terms

like gang member can be stigmatizing because of its loose description of activity related to a group of individuals.

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action regarding City Council's request for a presentation regarding Proactive Rental Inspection programs.

Gus Roman, Community Services, stated that at the June 9, 2022 meeting, Council directed staff to provide an overview of what can be included in a Proactive Rental Inspection (PRI). Staff provides a summary of the common components of PRI, advantages and disadvantages, current programs, and resources available, and the possible options for PRI in College Station.

Challenges & Concerns:

- Number of rental units – 27,000
- Resources to manage and monitor
- Limited property inspectors in CS
- Cost of inspection
- Standardized inspection criteria
- Privacy
- Tenant-side Code Violations
- Potentially displaced tenants

Options:

- Maintain current Rental Registration program and process.
- Focused education and outreach for tenants, property owners, and managers.
- Develop complaint process and tracking system - evaluate data.
- Include Proactive Rental Inspection as a part of Rental Registration.
- Develop a third-party Proactive Rental Inspection program.

At approximately 6:53 p.m., Mayor Mooney opened for Citizen Comments.

Jessica Williams, College Station, came before Council to support creating a pilot program in certain areas for these inspections and stated this will give quality insurance for these students before moving in. She would like to see Council to work with A&M Student Government on this.

Karime Ramos, College Station, stated that she comes before Council on behalf of student population and believes that many of the rental units are unsafe. She stated she would rather pay more in rent than a hospital bill because of something happening.

Jacob McFarland, College Station, came before Council in support of rental registration and optional inspections.

Frey Miller, College Station, came before Council in support of the pilot program and stated it took multiple months of contact to the landlord to have serious issues fixed. Having a rental inspection program would help prevent these types of situations.

There being no further comments, Citizen Comments was closed at 7:05 p.m.

Council directed staff to bring back information on developing a complaint process and tracking system, a possible fee and fine structure, and options to develop a staffed or third-party Proactive Rental Inspection program. Council also directed staff to look into a possible resolution with TAMU Student Senate in support of this type of program.

7.2. Presentation, discussion, and possible action regarding City entry signage locations.

Jennifer Cain, Capital Projects, provided possible location for signage at city entry points.

Current

City Gateway Sign #1 – Hwy 6 & University Drive

City Gateway Sign #2 – Hwy 6 & Texas World Speedway

Possible

City Gateway Sign #3 – Veterans Park and University

City Gateway Sign #4 – Raymond Stotzer Pkwy and Frontage Riverside Pkwy

Mrs. Cain stated that the City Gateway Sign #1 will be moved and if we add the possible language to signage #3, it will have to be reconfigured.

Council directed staff to reconfigure City Gateway Sign #1 located at Hwy 6 & University Drive and work on a possible sign #3 at Veteran Park and University which will be more of a welcome to Veterans Park sign. In addition, move forward with designs for a City Gateway Sign #4 at Raymond Stotzer Pkwy and Frontage Riverside Pkwy.

Mayor Mooney recessed the City Council meeting at 7:49 p.m.

The City Council meeting was reconvened by Mayor Mooney at 8:02 p.m.

8. CONSENT ITEMS

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

Items 8.6 was pulled from Consent for separate vote.

8.1. Presentation, discussion, and possible action regarding the first renewal of a marketing and advertising services agreement with Belmont Icehouse, LLC for \$400,000.

8.2. Presentation, discussion, and possible action on approving the annual purchase of chlorine gas from DXI Industries, Inc. for a not-to-exceed amount of \$250,000.

8.3. Presentation, discussion, and possible action on approving the semi-annual purchase of polymer from Polydyne, Inc. for a not-to-exceed amount of \$102,000.

8.4. Presentation, discussion, and possible action on Resolution No. 09-08-22-8.4 in support of Brazos County's bond proposition.

8.5. Presentation, discussion, and possible action on Resolution No. 09-08-22-8.5 in support of the Regional Mobility Authority's vehicle registration fee referendum.

8.6. Presentation, discussion, and possible action regarding Ordinance No. 2022-4386 consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items with the exception of Consent Item 8.6. The motion carried unanimously.

(8.6) MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted six (6) for and one (1) opposed, with Councilmember Cunha voting against, to approve the Consent Item 8.6, Ordinance No. 2022-4386 consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency. The motion carried.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action on Ordinance No. 2022-4387 for Budget Amendment 4 amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of \$21,491,393.

Mary Ellen Leonard, Finance Director, stated that the proposed budget amendment is to increase the FY22 budget appropriations by \$21,491,393 for increases in the cost of FY22 Electric Purchase Power, City Hall savings transfer from Facilities CIP to Electric, Water Fund transfer to Water Risk Mitigation Fund, Westside Park land purchase, Hotel Tax Fund transfer for Texas Independence Ballpark at Midtown, Solid Waste Fund overtime, Economic Development professional studies, purchase of additional police vehicles, Fire Department AFG Grant for Paramedic training, and the old Macys land purchase. This amendment also included interfund transfers totaling \$9,185,000 that have no overall budget impact. If approved, the net revised budget appropriations will be \$408,396,234.

FY22 PROPOSED ITEMS	
	Proposed Amount
Electric Purchase Power	\$ 9,000,000
Water Industrial Revenue	385,000
Westside Park Land Purchase	3,596,260
Solid Waste Fund Overtime	197,000
Economic Development Professional Studies	70,000
Police Vehicles	500,000
Federal Firefighters Grant receipt	243,133
Purchase of Macy's Building at Post Oak Mall	7,500,000
Total Budget Increase:	<u>\$ 21,491,393</u>

At approximately 8:11 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:11 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4387, amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of \$21,491,393. The motion unanimously carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4388 amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Residential to Neighborhood Commercial for approximately 0.16 acres, generally located at 106 Southland Street.

Items 9.2 and 9.3 were presented together.

9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4389 amending Appendix A , “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from PDD Planned Development District and GS General Suburban to PDD Planned Development District for approximately 0.75 acres located at Southland Addition Block 2 Lots 6 & 7 and the remainder of Lots 1-5, generally located at the intersection of Southland Street and Wellborn Road.

Robin Macias, Planning and Development, stated that the applicant is requesting an amendment to the Comprehensive Plan Future Land Use & Character Map from Suburban Residential to Neighborhood Commercial for approximately 0.16 acres, located at 106 Southland Street. Neighborhood Commercial is defined as areas of commercial activities that cater primarily to nearby residents. This Comprehensive Plan Amendment is in conjunction with the PDD Planned Development District rezoning of this lot and the adjacent lots, which are already designated as Neighborhood Commercial. It is the applicant’s intent to extend the existing Southwest Crossing retail center and develop a commercial restaurant and retail space.

Mrs. Macias explained that this request is to also rezone approximately 0.75 acres of land generally located at 1201 Wellborn Road from PDD Planned Development District and GS General Suburban to PDD Planned Development District. A portion of the property was originally zoned PDD Planned Development District in 2021. The applicant is requesting to add an additional 0.16-acre lot to the portion previously zoned PDD Planned Development District and revise the Concept Plan. Mrs. Macias explained that the applicant is requesting modifications to the SC Suburban Commercial requirements for restaurants with a drive-thru that include being located a minimum of 150 feet from any single-family use or zoning and the requirement that drive-thru facilities (menu board, speaker box, pick-up window) cannot be located between the building and any single-family use or zoning.

Modifications

Section 6.4.E

- Drive-thru windows and message boards may not be located on the side of the building adjacent to a single-family land use or zoning district.
- Restaurants with a drive-thru window must be located a minimum of 150 feet from any single-family use or zoning district.
- Locate drive thru facilities between the building and single-family use.
- Reduce distance of requirement that drive-thru be located a minimum of 150 ft from single family use.
 - ✓ Distance from pick-up window to single family property line: 126 ft (previously 59 ft)

- to the north and 82 ft to the west.
- ✓ Distance from back of curb of by-pass lane to single family property line: 38 ft (previously 36 ft)
- ✓ Distance from menu board to single-family property line: 74 ft (previously 67 ft)

The Planning and Zoning Commission heard both these items at their August 18, 2022, meeting and voted unanimously to recommend approval. Staff recommends approval of the Comprehensive Plan Amendment and the Rezoning.

At approximately 8:21 p.m., Mayor Mooney opened the Public Hearings for Items 9.2 & 9.3.

There being no comments, the Public Hearings for Items 9.2 & 9.3 were closed at 8:21 p.m.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4388, amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Residential to Neighborhood Commercial for approximately 0.16 acres, generally located at 106 Southland Street. The motion unanimously carried unanimously.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4389, amending Appendix A , “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from PDD Planned Development District and GS General Suburban to PDD Planned Development District for approximately 0.75 acres located at Southland Addition Block 2 Lots 6 & 7 and the remainder of Lots 1-5, generally located at the intersection of Southland Street and Wellborn Road. The motion unanimously carried unanimously.

9.4. Presentation, discussion, and possible action regarding an interlocal agreement with Brazos County for improvements to Greens Prairie Road between Long Creek Lane and Dalton Drive.

Jennifer Cain, Capital Projects, stated that this interlocal agreement (ILA) addresses a section of the Greens Prairie roadway outside of the City of College Station. The proposed cross section of this roadway has two travel lanes, a continuous two-way left turn lane, and shared use paths. For the portion of this project shared with Brazos County, the County will participate in the cost of the improvements for a lump sum amount of \$4,200,000. The City will contribute \$400,000; upon completion, the City of College Station will maintain the improvements in perpetuity. The ILA was approved by the Brazos County Commissioners' Court on August 23, 2022.

MOTION: Upon a motion made by Councilmember Harvell, and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve an interlocal agreement with Brazos County for improvements to Greens Prairie Road between Long Creek Lane and Dalton Drive. The motion carried unanimously.

10. Council Calendar

Council reviewed the calendar.

11. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including:

expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Nothing to report.

12. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Nothing to report.

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

Nothing to report.

In accordance with the Texas Government Code §551.074-Personnel, the College Station City Council reconvened into Executive Session at 8:32 p.m. on September 8, 2022, to continue discussing matters pertaining to:

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

Executive Session recessed at 8:34 p.m. No vote or action was taken in Executive Session.

14. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 8:35 p.m. on Thursday, September 8, 2022.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

September 22, 2022

Item No. 8.2.

Investment Policy/Broker-Dealer List/Strategy Resolution Fiscal Year 2023

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution approving the City's investment policy, reviewing and recording changes to such policy and strategy, approving a collateral policy, and designating investment officers for the fiscal year ending September 30, 2023, stating that the City Council has reviewed and approved the City's investment policy, broker-dealer list and investment strategy.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

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

Summary: The Public Funds Investment Act requires an annual review and approval of the City's investment policy and investment strategies. The Act further requires the following:

- (1) that the governing body adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies, and
- (2) that the written instrument so adopted records any changes to either the investment policy or investment strategies.

The City of College Station's investment policy is recommended with the following changes from the previous year:

- (1) No changes.

The proposed list of Broker/Dealers/Advisors for the City to do business with are:

- o FTN Financial
- o Hilltop Securities, Inc.
- o Cantor Fitzgerald & Company
- o Truist Securities
- o American Momentum (CD's only)

The proposed list of Depository Banks for the City to do business with are:

- o Truist Bank
- o JPMorgan Chase Bank, N.A.

As part of the City's Investment Policy, Council is to review, approve and adopt any modifications to the list.

Budget & Financial Summary: None

Attachments:

1. Investment Policy Resolution FY 23 with Exhibits

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CITY’S INVESTMENT POLICY; THE CITY’S INVESTMENT STRATEGY; REVIEWING AND RECORDING CHANGES TO SUCH POLICY AND STRATEGY; APPROVING A COLLATERAL POLICY; AND DESIGNATING INVESTMENT OFFICERS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2023; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

WHEREAS, it is a paramount goal of the City of College Station, Texas (“City”) to ensure the financial integrity of the City and to meet all legal requirements associated with the safekeeping and investing of its funds; and

WHEREAS, in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, the City council must adopt an investment policy and investment strategies; and

WHEREAS, Section 2256.005, Texas Government Code requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and recording any changes made to either the investment policies or investment strategies; and

WHEREAS, the Investment Policy for Fiscal Year 2023 designates the Assistant City Manager or his Designee(s) as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City’s funds; and

WHEREAS, the Investment Policy for Fiscal Year 2023 contains the City’s Collateral Policy which is required pursuant to Chapter 2257, Texas Government Code; now therefore

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

PART 1: That the facts and recitations set forth in the preamble of this Resolution are declared true and correct.

PART 2: That the City Council approves the City’s Investment Policy, the City’s Collateral Policy, the City’s Broker/Dealer List and the City’s Investment Strategy for Fiscal year 2023, as attached in **Exhibit “A”**.

PART 3: That the City Council has completed its review of the investment policy and investment strategies, and any changes made to either the investment policy or investment strategy are attached in **Exhibit “B”**.

PART 5: That the City Council approves the designation of the Assistant City Manager or his Designee(s) as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City’s

funds consistent with the City's Investment Policy.

PART 6: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 22nd day of September, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

**CITY'S INVESTMENT POLICY, THE CITY'S COLLATERAL POLICY, THE
CITY'S BROKER/DEALER LIST AND THE CITY'S INVESTMENT STRATEGY
FOR FISCAL YEAR 2023**



Investment Strategy and Policy

2023

Approved by Council

September 22, 2022

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INVESTMENT STRATEGY

The City of College Station will pursue a passive investment strategy. Investments will be purchased with the intent of holding to maturity and will only be sold early under exceptional circumstances. In purchasing investments, the investment officer will attempt to follow a ladder strategy to ensure that the portfolio will have at least one investment maturing every month. Investment priorities are as follows:

1. **Suitability** - Any investment allowed under the Investment Policy is suitable.
2. **Preservation and Safety of Principal** - Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
3. **Liquidity** - The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.
4. **Marketability** - Investments should have an active and efficient secondary market to enable the City to liquidate investments prior to the maturity if the need should arise.
5. **Diversification** - The Investment Officer will attempt to maintain a diversified portfolio with regard to security type, financial institution providing the security, and maturity.
6. **Yield** - The City's investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio.

The City of College Station also has an irrevocable trust relating to its Other Post Employment Benefits (OPEB) obligations. The investment strategy for this trust will be dictated by the City's Investment Committee. This trust does not fall under the Texas Public Funds Investment Act. The current investment guideline is attached to this policy as Exhibit A. The future funding of the OPEB liability and trust are attached to this policy as Exhibit B.

CITY OF COLLEGE STATION

INVESTMENT POLICY

The Public Funds Investment Act, Chapter 2256, Texas Government Code, as Amended ("PFIA" herein), requires each city to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of the City of College Station funds.

I. POLICY

It is the policy of the City of College Station, Texas ("City") to invest public funds in a manner, which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all federal, state and local statutes governing the investment of public funds.

II. SCOPE

This investment policy applies to all the financial assets held by the City. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

General Fund	Special Revenue Funds
Debt Service Fund	Capital Projects Funds
Enterprise Funds	Internal Service Funds

Any new funds created by the City will be subject to this policy unless specifically exempted by the City Council. To maximize the effective investment of assets, all funds mentioned above will pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

III. INVESTMENT OBJECTIVES

The City of College Station shall manage and invest its cash with three primary objectives, listed in order of priority: **safety, liquidity and yield**. The safety of the principal invested always remains the primary objective.

Safety

Safety of Principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Liquidity

The City's investment portfolio will remain liquid to enable the City to meet all operational requirements that might reasonably be anticipated.

Yield

The City shall invest funds in investments that earn a competitive market yield consistent with stated objectives. For bond proceeds to which arbitrage restrictions apply, the primary objectives shall be to obtain a fair market yield and to minimize the costs associated with the investment of such funds within the constraints of the investment policy and applicable bond covenants.

IV. RESPONSIBILITY AND CONTROL

Delegation of Authority

The Assistant City Manager or his Designee is designated the City's Investment Officer. The Investment Officer shall be responsible for the investment of funds consistent with this Policy, and shall have the authority necessary to carry out such responsibilities. An investment committee consisting of the Investment Officer and at least two other staff members designated by the City Manager will also be formed. This committee will be responsible for selecting eligible broker/dealers, reviewing, and updating the investment policy annually. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall establish written procedures for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Cash Flow Analysis

Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes. Cash flow analysis will include the historical researching and monitoring of specific cash flow items, payables and receivables as well as overall cash position and patterns.

Training Requirement

In order to ensure the quality and capability of investment management, the Assistant City Manager and the Investment Officer shall:

- attend at least one training session within 12 months of assuming duties *and* containing not less than 10 hours of instruction from an independent source approved by the governing board or a designated investment committee;
- receive training which includes education in investment controls, security risks, strategy risks, market risks, *diversification of the investment portfolio*, and compliance with the PFIA; and
- attend a training session not less than once each state fiscal biennium (beginning on the first day of the fiscal year and consisting of two consecutive fiscal years after that date) and receive not less than 8 hours of training from an independent source approved by the governing board or a designated investment committee.

Internal Controls

The Investment Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures. Annually, the City's independent auditors will review quarterly reports for the fiscal year.

Prudence

Investments shall be made with the judgment and care which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transactions that might impair public confidence in the City's ability to govern effectively.

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City, particularly with regard to the time of purchases and sales. Investment officials will disclose if the Official is related

with the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code. Employees and investment officials shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

On an annual basis, the Investment officials shall sign a statement acknowledging that they are in compliance with Section 2256.005 (i) of the Public Funds Investment Act.

V. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The City currently has a “buy and hold” portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity.

Investments

Acceptable investments under this policy shall be limited to certain instruments as described by the Government Code; Chapter 2256, Sections 2256.009 through 2256.011 and Sections 2256.013 through 2256.016 of the Public Funds Investment Act. Investment of funds in any instrument or security not authorized for investment under the Act is prohibited.

- **Authorized**

1. Interest bearing bank deposits insured by the FDIC or the National Credit Union Share Insurance Fund.
2. Direct obligations of the United States government: U.S. Treasury Bills, U.S. Treasury Notes, and U.S. Treasury Bonds as well as Bonds or other interest bearing obligations for which the principal and interest are guaranteed by the full faith and credit of the United States government and rated not less than A or its equivalent by at least one nationally recognized investment rating firm.
3. Federal Agencies and Instrumentalities including but not limited to, discount notes, callables and debentures of the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank (FHLB), the Federal Farm Credit Bank (FFCB), and the Federal Home Loan Mortgage Corporation (FHLMC).
4. Time Certificates of Deposit, insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, or the National Credit Union Share Insurance Fund or its successor, in state or national banks. Any deposits exceeding FDIC insurance limits shall be collateralized at 102% of the face amount of the Certificate of Deposit by securities listed in 1 - 2 above and held by the City's custodial bank or the custodial bank of the institution the CD's are held. Bids for Certificates of Deposit may be solicited orally, in writing, electronically or using any combination of these methods.

5. Repurchase Agreements with a defined termination date of 90 days or less collateralized by a combination of cash and securities listed in 1 - 2 above. Collateral must have a minimum market value of 102% of the repurchase agreement, and must be held by the custodian bank or other independent third-party custodian contracted by the City. Bond proceeds may be invested in flexible repurchase agreements with maturity dates not exceeding the expected final project expenditure if a formal bidding process is followed and properly documented for IRS purposes.
6. AAA-rated No-Load Money Market Mutual Funds registered with the Securities and Exchange Commission and comply with SEC Rule 2a-7 .
7. AAA-rated Investment Pools organized under the Texas Interlocal Cooperation Act that follow the requirements in the Public Funds Investment Act and which have been specifically approved by the City.

- **Not Authorized**

The following security types are not permitted:

1. Obligations whose payment represents the coupon payments of the underlying mortgage-backed security collateral and pays no principal (IO's);
2. Obligations whose payment represents the principal stream from the underlying mortgage-backed security collateral and bears no interest (PO's);
3. Collateralized Mortgage Obligations (CMO's) that have a stated final maturity date of greater than 10 years; and
4. Any security, the interest rate of which is determined by an index that adjusts opposite to the changes in the Market index (inverse floaters).

Exemption for Existing Investments

Any investment, which was authorized at the time of purchase, shall not be required to be liquidated.

Loss of Required Rating

If any security that requires a minimum investment rating is downgraded below that minimum rating subsequent to purchase, it will no longer be considered an authorized investment. As a result, the City shall take all prudent measures to liquidate the security in effort to preclude or reduce principal loss. The City will select a different approved broker/dealer each quarter to verify the ratings of securities held. Local Government Pools ratings will be verified quarterly by checking their websites.

VI. INVESTMENT PARAMETERS

Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase. Additionally, the City will maintain a dollar-weighted average maturity of two years or less.

Diversification

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should be flexible depending upon the outlook for the economy and the securities markets. If conditions warrant, the guidelines below may be exceeded by approval of the Investment Committee.

With the exception of U.S. Treasury securities, authorized pools, and the City's depository accounts, the City may not invest more than 30% of the City's investment portfolio with a single financial institution. In addition, the following maximum limits, by instrument, are established for the City's total portfolio:

1. U.S. Treasury Securities	100%
2. Agencies and Instrumentalities	70%
3. Certificates of Deposits	40%
4. Money Market Mutual Funds	30%
5. Repurchase Agreements	20%
7. Authorized Pools	70%

VII. FINANCIAL INSTITUTIONS AND DEALERS

Depository

At least every three to five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state and local laws.
- The ability to provide requested information or financial statements for the period specified.
- The ability to meet all requirements in the banking RFA.

- Complete response to all required items on the bid form.
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

The bank depository contract is subject to Council approval. During the term of the contract, additional accounts may be established. The City may open a cash money market account with its approved depository bank. Accounts held by the approved bank are to be collateralized at no less than 105%. Two authorized signers on the City's accounts must approve the establishment of new accounts.

Authorized Brokers/Dealers

The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include "primary" or regional dealers that qualify under SEC rule 15C3-1. No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with a completed Broker/Dealer Questionnaire and Certification, which shall include the following:

- An audited financial statement for the most recent period.
- Proof of certification by the Financial Industry Regulatory Authority (FINRA).
- Proof of current registration with the State Securities Commission.

Financial institutions eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the qualified representative of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the qualified representative has received and reviewed this Investment Policy, and acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

The City will not enter into an investment transaction with a Broker/Dealer prior to receiving the written agreement described above and current audited financial statements.

Annually, the Investment Committee shall review and revise the list as needed. The Committee will consider any new firms that have submitted the required documentation and review the performance of the previously approved firms. Any modifications to the list will be submitted to Council for their review, approval and adoption.

Competitive Bids

Securities will be purchased or sold after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment. Security transactions that may be purchased without competitive offers include: a) transactions with money market mutual funds b) local government investment pools and c) new securities still in syndicate and priced at par.

Delivery vs. Payment

All securities transaction, including collateral for repurchased agreements, shall be purchased using the delivery vs., payment method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

VIII. SAFEKEEPING OF SECURITIES

Safekeeping Agreement

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits.

Safekeeping and Custody

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral will be held by a third party custodian designated by the Investment Officer and held in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Original safekeeping receipts shall be obtained.

Collateralization

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all investments and uninsured balances plus accrued interest on deposit with a depository bank, other than investments, which are obligations of the U.S. government, its agencies and instrumentalities, and government sponsored enterprises. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on deposits or investments less than an amount insured by the FDIC. The collateralization level of the City's depository accounts will be no less than 105%.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

The right of collateral substitution is granted and the City's Investment Officers reserve the right to accept or reject any form of collateral or enhancement at their sole discretion.

IX. PERFORMANCE STANDARDS

Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

Performance Benchmark

Given the passive investment strategy of the City, the benchmark to be used by the Investment Officer to determine whether market yields are being achieved shall be the average closing yield during the reporting period comparable to the portfolios dollar-weighted average maturity in days.

X. REPORTING

Methods

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer should prepare and submit to the City Council a written report of the investment transactions for all funds of the City for the preceding reporting period. The report must:

- describe in detail the investment position of the City on the date of the report,
- be prepared jointly by all the Investment Officers if the City appoints more than one,
- be signed by all Investment Officials,
- contain a summary statement of each pooled fund group that states the beginning market value for the reporting period,
- state the book value and the market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested,
- state the maturity date of each separately invested asset that has a maturity date,
- state the fund for which each individual investment was acquired,
- state all accrued interest payable; and
- state the compliance of the investment portfolio as it relates to this Policy and Investment Act.

Marking to Market

The market values of the City's investments shall be obtained from a reliable outside source, which has access to investment market values. Marking to Market will be done at least quarterly.

XI. INVESTMENT POLICY ADOPTION

The City's investment policy and investment strategies must be adopted annually by resolution of the City Council even if there are no changes. The City Council shall review the policy annually and they must approve any changes or modifications made thereto.

QUALIFIED BROKERS/DEALERS/ADVISORS

FHN Financial

Buddy Saragusa, Shay Hisle
920 Memorial City Way, 11th Floor
Houston, TX 77024
Phone: (713) 435-4351

Cantor Fitzgerald & Company

1700 Post Oak Boulevard
2 BLVD Place, Suite 250
Houston, TX 77056
Phone: (713) 599-5192

Hilltop Securities, Inc.

Gilbert Ramon
7000 N. MoPac Expressway, #400
Austin, TX 78731
Phone: (512) 340-1841

Truist Securities

James D. Elliot
Gregory D. Blake
901 East Byrd Street, Suite 300
Richmond, VA 23219
Phone: (804) 649-3976

American Momentum Bank (CD's only)

Frank Varisco
Five Momentum Blvd.
College Station, TX 77845
Phone: (979) 599-9349

INVESTMENT POOLS

TexPool

1001 Texas Ave., Suite 1400
Houston, TX 77002
Phone: (866)839-7665

TexSTAR

1201 Elm Street, Suite 3500
Dallas, TX 75270
Phone: (800)839-7827

TexPool Prime

1001 Texas Ave., Suite 1400
Houston, TX 77002
Phone: (866)839-7665

LOGIC

1201 Elm Street, Suite 3500
Dallas, TX 75270
Phone: (800)895-6442

DEPOSITORY BANKS

Truist Bank

2717 Texas Avenue South
College Station, Texas 77840
(979)260-1482

JPMorgan Chase Bank, NA.

One Chase Manhattan Plaza
New York, New York 10005-1401

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Accrued Interest - The accumulated interest due on a bond as of the last interest payment made by the issuer.

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Amortization - The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

Asked - The price at which securities are offered.

Average Life - The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Callable Bond - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Call Price - The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk - The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/Purchase - A transaction that calls for delivery and payment of securities on the same day that the transaction is initiated.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Comprehensive Annual Financial Report (CAFR) – The official annual report for the City of College Station. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provision, extensive introductory material, and a detailed statistical section.

Coupon Rate - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. It is also known as the interest rate.

Credit Quality - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Dealer – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Discount - The amount by which the par value of a security exceeds the price paid for the security.

Discount Security – Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Fair Value - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Funds (Fed Funds) - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered immediately available funds.

Federal Funds Rate - Interest rate charged by one institution lending federal funds to the other.

Federal Credit Agencies – Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g. S&L's small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC) – A federal agency that insures bank deposits, currently up to \$250,000 per depository account through December 31, 2013. On January 1, 2014, the standard insurance amount will return to \$100,000.

Federal Home Loan banks (FHLB) – The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role similar to that played by the Federal Reserve Bank versus member commercial banks.

Federal National Mortgage Association (FNMA) – A government –sponsored enterprise (GSE) that was created in 1938 to expand the flow of mortgage money by creating a secondary mortgage market. Fannie Mae is a publicly traded company which operates under a congressional charter that directs Fannie Mae to channel its efforts into increasing the availability and affordability of homeownership for low-, moderate-, and middle-income Americans.

Federal Open Market Committee (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System – The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Financial Industry Regulatory Authority (FINRA) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Interest Rate - See "Coupon Rate."

Interest Rate Risk - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

Internal Controls - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

- **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

Inverted Yield Curve - A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - Current market price of a security.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market – The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

Mutual Fund - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets that includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)
$$[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$$

Nominal Yield - The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

Offer - An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

Par - Face value or principal value of a bond, typically \$1,000 per bond.

Portfolio – Collection of securities held by an investor.

Positive Yield Curve - A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium - The amount by which the price paid for a security exceeds the security's par value.

Prime Rate - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prospectus - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

Prudent Person Rule - An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Rate of Return – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Reinvestment Risk - The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

Repurchase Agreement (repo or RP) - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Rule 2a-7 of the Investment Company Act - Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar (\$1.00).

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Secondary Market – A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission – Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Serial Bond - A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

Sinking Fund - Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

Swap - Trading one asset for another.

Term Bond - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. $(\text{Price Appreciation}) + (\text{Dividends paid}) + (\text{Capital gains}) = \text{Total Return}$

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Bonds – Marketable, fixed-interest U.S. government debt securities with maturities of more than ten years and issued in minimum denominations of \$1,000. Treasury bonds make interest payments semi-annually and the income that holders received is only taxed at the federal level.

Treasury Notes - Marketable U.S. government debt securities with fixed interest rates and maturities between 1 to 10 years. Treasury notes can be bought either directly from the U.S. government or through banks.

Uniform Net Capital Rule - SEC Rule 15C3-1 – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. This is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Volatility - A degree of fluctuation in the price and valuation of securities.

Volatility Risk Rating - A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns ("aaa" by S&P; "V-1" by Fitch) to those that are highly sensitive with currently identifiable market volatility risk ("ccc-" by S&P, "V-10" by Fitch).

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date. **Yield Curve** - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

**EXHIBIT A
PARS OBEB TRUST
INVESTMENT GUIDELINE**



Investment Guidelines Document

City of College Station, Texas

115 Irrevocable Exclusive Benefit Trust

August 2017

Investment Guidelines Document

Scope and Purpose

The purpose of this Investment Guidelines Document is to:

- Facilitate the process of ongoing communication between the Plan Sponsor and its plan fiduciaries;
- Confirm the Plan's investment goals and objectives and management policies applicable to the investment portfolio identified below and obtained from the Plan Sponsor;
- Provide a framework to construct a well-diversified asset mix that can potentially be expected to meet the account's short- and long-term needs that is consistent with the account's investment objectives, liquidity considerations and risk tolerance;
- Identify any unique considerations that may restrict or limit the investment discretion of its designated investment managers;
- Help maintain a long-term perspective when market volatility is caused by short-term market movements.

Key Plan Sponsor Account Information as of August 2017

Plan Sponsor:	City of College Station
Governance:	City Council for the City of College Station
Plan Name ("Plan")	City of College Station Other Post-Employment Benefits Plan
Trustee:	US Bank Contact: Susan Hughes, 949-224-7209 susan.hughes@usbank.com
Type of Account:	GASB 45/Other Post-Employment Benefits Trust
ERISA Status:	Not subject to ERISA
Market Value of Account:	est. \$1,000,000
Investment Manager:	US Bank, as discretionary trustee, has delegated investment management responsibilities to HighMark Capital Management, Inc. ("Investment Manager"), an SEC-registered investment adviser Contact: Andrew Brown, CFA, 415-705-7605 Andrew.brown@highmarkcapital.com

Investment Authority: Except as otherwise noted, the Trustee, US Bank, has delegated investment authority to HighMark Capital Management, an SEC-registered investment adviser. Investment Manager has full investment discretion over the managed assets in the account. Investment Manager is authorized to purchase, sell, exchange, invest, reinvest and manage the designated assets held in the account, all in accordance with account's investment objectives, without prior approval or subsequent approval of any other party(ies).

Investment Objectives and Constraints

The goal of the Plan's investment program is to generate adequate long-term returns that, when combined with contributions, will result in sufficient assets to pay the present and future obligations of the Plan. The following objectives are intended to assist in achieving this goal:

- The Plan should earn, on a long-term average basis, a rate of return equal to or in excess of the targeted rate of return in the actuarial valuation.
- The Plan should seek to earn a return in excess of its policy benchmark over the long-term.
- The Plan's assets will be managed on a total return basis which takes into consideration both investment income and capital appreciation. While the Plan Sponsor recognizes the importance of preservation of capital, it also adheres to the principle that varying degrees of investment risk are generally rewarded with compensating returns. To achieve these objectives, the Plan Sponsor allocates its assets (asset allocation) with a strategic, long-term perspective of the capital markets.

Investment Time Horizon: Long-term

Anticipated Cash Flows: Distributions are expected to be low in the early years of the Plan.

Investment Objective: The primary objective is to maximize total Plan return, subject to the risk and quality constraints set forth herein. The investment objective the Plan Sponsor has selected is the Balanced Objective, which has a dual goal to seek growth of income and principal.

Risk Tolerance: *Balanced*
The account's risk tolerance has been rated balanced, which demonstrates that the account can accept price fluctuations to pursue its investment objectives.

Strategic Asset Allocation: The asset allocation ranges for this objective are listed below:

<i>Strategic Asset Allocation Ranges</i>		
Cash	Fixed Income	Equity
0-20%	30%-50%	50%-70%
Policy: 5%	Policy: 35%	Policy: 60%

Market conditions may cause the account's asset allocation to vary from the stated range from time to time. The Investment Manager will rebalance the portfolio no less than quarterly and/or when the actual weighting differs substantially from the strategic range, if appropriate and consistent with your objectives.

Security Guidelines:

Equities

With the exception of limitations and constraints described above, Investment Manager may allocate assets of the equity portion of the account among various market capitalizations (large, mid, small) and investment styles (value, growth). Further, Investment Manager may allocate assets among domestic, international developed and emerging market equity securities.

Total Equities	50%-70%
<i>Equity Style</i>	<i>Range</i>
Domestic Large Cap Equity	20%-50%
Domestic Mid Cap Equity	0%-15%
Domestic Small Cap Equity	0%-20%
International Equity (incl. Emerging Markets)	0%-20%
Real Estate Investment Trust (REIT)	0%-10%

Fixed Income

In the fixed income portion of the account, Investment Manager may allocate assets among various sectors and industries, as well as varying maturities and credit quality that are consistent with the overall goals and objectives of the portfolio.

Total Fixed Income	30%-50%
<i>Fixed Income Style</i>	<i>Range</i>
Long-term bonds (maturities >7 years)	0%-20%
Intermediate-term bonds (maturities 3-7 years)	15%-50%
Short-Term bonds (maturities <3 years)	0%-15%
High Yield bonds	0%-8%

Performance Benchmarks:

The performance of the total Plan shall be measured over a three and five-year periods. These periods are considered sufficient to accommodate the market cycles experienced with investments. The performance shall be compared to the return of the total portfolio blended benchmark shown below.

Total Portfolio Blended Benchmark

32.00%	S&P500 Index
6.00%	Russell Mid Cap Index
9.00%	Russell 2000 Index
4.00%	MSCI Emerging Market Index
7.00%	MSCI EAFE Index
2.00%	Wilshire REIT Index
27.00%	Bloomberg Barclays Capital Aggregate Index
6.75%ML	1-3 Year US Corp/Gov't
1.25%	US High Yield Master II
5.00%	Citi 1Mth T-Bill

Asset Class/Style Benchmarks

Over a market cycle, the long-term objective for each investment strategy is to add value to a market benchmark. The following are the benchmarks used to monitor each investment strategy:

Large Cap Equity	S&P 500 Index
Growth	S&P 500 Growth Index
Value	S&P 500 Value Index
Mid Cap Equity	Russell Mid Cap Index
Growth	Russell Mid Cap Growth Index
Value	Russell Mid Cap Value Index
Small Cap Equity	Russell 2000 Index
Growth	Russell 2000 Growth Index
Value	Russell 2000 Value Index
REITs	Wilshire REIT
International Equity	MSCI EAFE Index
Investment Grade Bonds	Bloomberg Barclays Capital Aggregate Index
High Yield	US High Yield Master II

Security Selection

Investment Manager may utilize a full range of investment vehicles when constructing the investment portfolio, including but not limited to individual securities, mutual funds, and exchange-traded funds. In addition, to the extent permissible, Investment Manager is authorized to invest in shares of mutual funds in which the Investment Manager serves as advisor or subadvisor.

Investment Limitations:

The following investment transactions are prohibited:

- Direct investments in precious metals (precious metals mutual funds and exchange-traded funds are permissible).
- Venture Capital
- Short sales*
- Purchases of Letter Stock, Private Placements, or direct payments
- Leveraged Transactions*
- Commodities Transactions Puts, calls, straddles, or other option strategies*
- Purchases of real estate, with the exception of REITs
- Derivatives, with exception of ETFs*

**Permissible in diversified mutual funds and exchange-traded funds*

Duties and Responsibilities

Responsibilities of Plan Sponsor

The Investment Committee of the City of College Station is responsible for:

- Confirming the accuracy of this Investment Guidelines Document, in writing.
- Advising Trustee and Investment Manager of any change in the plan/account's financial situation, funding status, or cash flows, which could possibly necessitate a change to the account's overall risk tolerance, time horizon or liquidity requirements; and thus would dictate a change to the overall investment objective and goals for the account.
- Monitoring and supervising all service vendors and investment options, including investment managers.
- Avoiding prohibited transactions and conflicts of interest.

Responsibilities of Trustee

The plan Trustee is responsible for:

- Valuing the holdings.
- Collecting all income and dividends owed to the Plan.
- Settling all transactions (buy-sell orders).

Responsibilities of Investment Manager

The Investment Manager is responsible for:

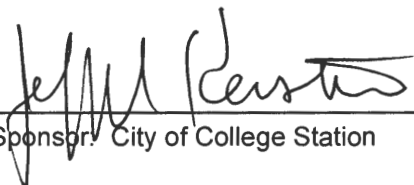
- Assisting the Investment Committee with the development and maintenance of this Investment Policy Guideline document annually.
- Meeting with Investment Committee annually to review portfolio structure, holdings, and performance.
- Designing, recommending and implementing an appropriate asset allocation consistent with the investment objectives, time horizon, risk profile, guidelines and constraints outlined in this statement.
- Researching and monitoring investment advisers and investment vehicles.
- Purchasing, selling, and reinvesting in securities held in the account.
- Monitoring the performance of all selected assets.
- Voting proxies, if applicable.
- Recommending changes to any of the above.

- Periodically reviewing the suitability of the investments, being available to meet with the committee at least once each year, and being available at such other times within reason at your request.
- Preparing and presenting appropriate reports.
- Informing the committee if changes occur in personnel that are responsible for portfolio management or research.

Acknowledgement and Acceptance

I/We being the Plan Sponsor with responsibility for the account(s) held on behalf of the Plan Sponsor specified below, designate Investment Manager as having the investment discretion and management responsibility indicated in relation to all assets of the Plan or specified Account. If such designation is set forth in the Plan/trust, I/We hereby confirm such designation as Investment Manager.

I have read the Investment Guidelines Document, and confirm the accuracy of it, including the terms and conditions under which the assets in this account are to be held, managed, and disposed of by Investment Manager. This Investment Guidelines Document supersedes all previous versions of an Investment Guidelines Document or investment objective instructions that may have been executed for this account.

 Date: 9-19-17
 Plan Sponsor: City of College Station

 Date: 9/21/17
 Investment Manager: Andrew Brown, CFA, Senior Portfolio Manager, (415) 705-7605

EXHIBIT B
OPEB Funding Policy



**CITY OF COLLEGE STATION
POSTRETIREMENT MEDICAL, DENTAL
AND LIFE INSURANCE BENEFITS PROGRAM**

FUNDING POLICY

EFFECTIVE FOR FISCAL YEARS BEGINNING

ON AND AFTER OCTOBER 1, 2021

Adopted: _____, 20__

**FUNDING POLICY FOR THE
CITY OF COLLEGE STATION
POSTRETIREMENT MEDICAL, DENTAL
AND LIFE INSURANCE BENEFITS PROGRAM**

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A. Purpose of Funding Policy

Adoption of a formal policy defining priorities and guidelines for the funding of pension benefits and Other Post-Employment Benefits (OPEB) has become a best practice for public retirement systems. Governing boards and plan sponsors can use a formal funding policy to communicate funding goals and to provide a plan actuary with guidance in determining the requisite contribution rates to meet those goals.

For the City of College Station (the City), the adoption of this policy is intended to:

- Define the goals and objectives of funding the City of College Station Postretirement Medical, Dental and Life Insurance Program (the OPEB Plan),
- Ensure the funding objectives consider the current recommendations of the Government Finance Officers Association (GFOA) and the Conference of Consulting Actuaries Public Plans Community (CCA PPC)¹,
- Review those objectives against the Texas Pension Review Board (the PRB) funding requirements and Texas Government Code §802.2011, even though such requirements only apply to Public Retirement (Pension) Systems²,
- Enhance communications to plan members and retirees regarding the City's funding strategy, and
- Provide funding policy guidance to current and future City managers.

B. Primary Funding Objective

The primary objective of the funding policy is to fully fund the long-term cost of benefits provided under the terms of the OPEB Plan through disciplined and timely accumulation of contributions and prudent investment of assets, where such investments are governed by the guidelines of a separate Investment Policy Statement.

C. Funding Priorities and Guidelines

The following priorities and guidelines seek to achieve the Primary Funding Objective:

- **100% Payment of Benefits** – Contributions and current plan assets must be sufficient to pay for all benefits expected to be paid to members and their beneficiaries when due.

¹ The GFOA recommendations are written for both Public Pension Plans and Public OPEB Plans. The CCA PPC recommendations are written for Public Pension Plans, but the CCA PPC white paper states that the general policy objectives presented are applicable to funding OPEB plans with consideration given to distinctive features applicable to OPEB Plans. Accordingly, these GFOA and CCA PPC recommendations are useful guidelines for funding OPEB Plans.

² Although the PRB requirements do not apply to OPEB plans, they are useful in comparing to the GFOA and CCA recommendations.

- **Target a Funded Ratio of 100%** – The funded ratio shall be determined based on the ratio of:
 - the Plan Assets (which may be determined using a smoothing methodology discussed below) to
 - the Actuarial Accrued Liability (determined using the selected actuarial Cost Method as discussed below and all other funding valuation assumptions).
- **Contribution Stability and Sound Financing of Benefits** – The financing of benefits should be based on sound actuarial principles. The City desires to minimize year-to-year employer contribution volatility to the extent reasonably possible while understanding that a sound funding policy may require employer contribution fluctuations from year-to-year in order to achieve and maintain the sound actuarial financing of benefits.
- **Intergenerational Equity** – Whenever possible, the costs of benefits are managed such that future taxpayers are not burdened with costs associated with a previous generation of City employees' service, and such costs are managed in a manner consistent with the principle to pay all benefits when due and without reduction.
- **Benefit Enhancements** – Amendments to the OPEB Plan that improve plan benefits shall not be permitted unless the plan remains above 90% funded following the amendment. However, if the employer funds the full amount of the benefit enhancement at the time the enhancement is adopted, then the 90% funding threshold requirement shall be waived.

D. City's OPEB Funding Policy

The Funding Policy determines the manner in which plan liabilities and assets are measured for purposes of determining the annual contributions to the OPEB Plan. Typically, funding policies require the annual Normal Cost (i.e., the present value of the current year benefit accruals) plus a portion of the Unfunded Accrued Liability (UAL) (i.e., the excess of Actuarial Accrued Liability over Plan Assets) to be funded via an amortization payment.

In establishing this Funding Policy, the City considered published guidance from the Texas Pension Review Board, the Conference of Consulting Actuaries Public Plans Community and the Government Finance Officers Association. A detailed summary of this guidance, including many of the terms and concepts utilized in the Funding Policy below, is located in the Appendix of this document.

Effective with the fiscal year beginning October 1, 2021, the City will use the following Funding Policy based on the results of the preceding GASB No 74 valuation (e.g., the January 1, 2021 valuation for the fiscal year beginning October 1, 2021):

1. Methods – The City shall use the following methods.

a. **Recommended Contribution** – The City shall determine the annual contribution using the **Actuarially Determined Contribution (ADC) Method**.

- i. **Funded Ratio Less Than 95%** – If the ratio of Plan Assets to the Actuarial Accrued Liability is less than 95%, the ADC shall be determined as the sum of the Normal Cost plus an amortization of the Unfunded Accrued Liability (UAL) as further discussed below.

In addition, OPEB benefit payments will be paid directly by the City, and the City will not receive reimbursement from the OPEB Prefunding Trust.

- ii. **Funded Ratio Between 95% and 100%** – If the ratio of Plan Assets to the Actuarial Accrued Liability is at least 95% and less than 100%, then:

1. if there is any portion of the amortization period of the UAL from the prior valuation (i.e., one or two years remaining), then the ADC shall be determined as the sum of the Normal Cost plus an amortization of the UAL; or
2. if there is no amortization of the UAL remaining from the prior valuation (i.e., there are zero years remaining), then the ADC shall be equal to sum of the Normal Cost plus interest on the UAL at the valuation interest rate.

In addition, OPEB benefit payments will be paid directly by the City, but the City will receive reimbursement from the OPEB Prefunding Trust.

- iii. **Funded Ratio 100% or Greater** – If the ratio of Plan Assets to the Actuarial Accrued Liability is at least 100%, the ADC shall be equal to the Normal Cost and there shall not be an adjustment for the amortization of the UAL. Furthermore, the amount of the Normal Cost shall be offset by Plan Assets in excess of the Actuarial Accrued Liability, but such offset shall not result in an ADC of less than \$0.

In addition, OPEB benefit payments will be paid directly by the City, but the City will receive reimbursement from the OPEB Prefunding Trust.

Each fiscal year, the City budgets a contribution for the OPEB Prefunding Trust (e.g., at the date of adoption of this Funding Policy, the City has budgeted approximately \$1,332,000 for FY22). To the extent that the budgeted OPEB contribution exceeds the ADC described under any of the above scenarios, then

the contribution to the OPEB Prefunding Trust shall exceed the ADC but not in excess of the amount required to achieve a Funded Ratio of 100% plus the amount of the Normal Cost. *In this event, any remaining portion of the budgeted contribution shall be contributed to the Texas Municipal Retirement System to fund the City's pension benefits.*

- b. **Cost Method** – The actuarial cost method shall continue to be the Entry Age Normal Level Percent of Pay method.
- c. **Asset Method** – The City shall use the Market Value of Assets rather than a smoothed value of assets.

Market Value of Assets as of the valuation date equals Fair Value plus any receivable contributions made or to be made for a prior plan year. The Plan Assets shall be set equal to the Market Value of Assets.

- d. **Amortization Method** – The amortization method shall be determined as follows:

Amortization Method	City's Method
Closed Period vs. Open Period	Closed Period
Level Dollar vs. Level Percent	Level Dollar
Single vs. Layered	Single
Amortization Period	3 years

2. Other Considerations

- a. **Actuarial Experience Studies** - The City participates in to the Texas Municipal Retirement System (TMRS) which already performs actuarial experience studies at least once every five (5) years. Such experience studies examine the Retirement System's actual experience relative to the expected experience based on the actuarial assumptions in effect. The OPEB plan will incorporate any new demographic assumptions and economic assumptions applicable to the OPEB Plan that are adopted by TMRS as a result of an experience study. The OPEB Plan's investment return assumption (i.e., the discount rate) shall be reevaluated at the same time as each TMRS experience study, and the City shall adopt a new investment return assumption, if warranted at such time.
- b. **Risk-Sharing** – If the ADC exceeds the amount of the budgeted OPEB contribution or if the ADC becomes otherwise untenable, then the City reserves the right to examine any combination of the following approaches to adjust the ADC or otherwise restore the ADC to a sustainable level:

- i. adjusting the funding policy (e.g., use longer amortization periods that remain within the recommended ranges) while still meeting the Primary Funding Objectives,
- ii. increasing the retirees' cost-sharing contributions to the OPEB Plan for medical and dental coverage to restore the ADC to a sustainable level,
- iii. reducing future benefits to restore the ADC to a sustainable level, and/or
- iv. limiting the contribution to the amount of the budgeted OPEB contribution.

The City reserves the right to amend, modify or replace this Funding Policy.

Glossary of Actuarial Terms

Actuarial Accrued Liability or Accrued Liability (AAL)	This is computed differently under different actuarial cost methods. Generally, the Actuarial Accrued Liability or Accrued Liability represents the portion of the Present Value of Future Benefits attributed to periods of service preceding the valuation date.
Actuarial Gain (Loss)	A measure of the difference between actual experience and that expected based on the actuarial assumptions during the period between two actuarial valuation dates, as determined in accordance with the particular actuarial cost method used.
Actuarial Value of Assets (AVA)	The value of assets used by an actuary for an actuarial valuation. The AVA can be set equal to the Market Value of Assets, or the AVA can be set equal to a smoothed value of assets that is designed to smooth volatility in the Market Value of Assets over a period of years (e.g., a three to ten year period).
Entry Age Normal Actuarial Cost Method	An actuarial cost method under which the Present Value of Future Benefits of each individual included in an actuarial valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit ages. The portion of this actuarial present value allocated to the year of service during the valuation year is called the Normal Cost. The portion of this present value not provided for at a valuation date by the Present Value of Future Normal Costs is called the Accrued Liability.
Market Value of Assets	Market Value of Assets as of a valuation date equals Fair Value plus any receivable contributions made or to be made for a prior plan year.
Normal Cost	Computed differently under different actuarial cost methods, the Normal Cost generally represents the portion of the actuarial Present Value of Future Benefits attributed to the current year of service for active employees.
OPEB Plan	An OPEB Plan or Other Post-Employment Benefit Plan is a plan that provides post-retirement benefits other than pension benefits. Such plans typically provide post-retirement medical coverage, including prescription drug coverage, dental coverage and life insurance benefits.
Plan Assets	Used interchangeably with Actuarial Value of Assets. See definition of Actuarial Value of Assets above.

Present Value of Future Benefits

Future benefits include all benefits estimated to be payable to plan members (retirees and beneficiaries, terminated employees entitled to benefits but not yet receiving them, and current active members) as a result of their service through the valuation date and their expected future service. The actuarial Present Value of Future Benefits as of the valuation date is the present value of the cost to finance benefits payable in the future, discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment.

Present Value of Future Normal Costs

The difference between the Present Value of Future Benefits and the Actuarial Accrued Liability under a given actuarial cost method.

Unfunded Accrued Liability (UAL)

The excess, if any, of the Actuarial Accrued Liability over the Actuarial Value of Assets.

Appendix

Published Guidance on Key Elements of a Funding Policy

The Funding Policy determines the manner in which plan liabilities and assets are measured for purposes of determining the annual contributions to the OPEB Plan. Typically, funding policies require the annual Normal Cost (i.e., the present value of the current year benefit accruals) plus a portion of the Unfunded Accrued Liability (UAL) (i.e., the excess of Actuarial Accrued Liability over Plan Assets) to be funded via an amortization payment.

Published guidance by the following entities has been considered in developing the Funding Policy:

1. **Texas PRB’s “Guidance for Developing a Funding Policy” adopted on October 17, 2019** – This guidance is intended to assist public entities in Texas in developing a policy that meets the requirements of Texas Government Code §802.2011 **which does not apply to OPEB plans**, but is useful to consider when establishing a funding policy for a OPEB plan;
2. **Conference of Consulting Actuaries Public Plans Community (CCA PPC) “Actuarial Funding Policies and Practices for Public Pension Plans” published in October 2014** – This publication is a “white paper” that develops principal elements and parameters of actuarial funding policy for U.S. public pension plans. The white paper states, “While this white paper develops guidance primarily for pension plans, we believe the general policy objectives presented here are applicable to the funding of OPEB plans as well.” The guidance offered in the white paper “is not intended to supplant or replace the applicable Actuarial Standards of Practice (ASOPs)” and is “nonbinding and advisory only”, but is intended as advice to actuaries and retirement boards in setting funding policy. The white paper develops a Level Cost Allocation Model that recommends actuarial funding methods for measuring both plan liabilities and plan assets, as well as recommends amortization periods for funding the UAL. These recommendations are discussed further below; and
3. **Government Finance Officers Association’s Best Practice “Sustainable Funding Practices for Defined Benefit Pensions and Other Postemployment Benefits” approved by the GFOA’s Executive Board in January 2016** – This paper includes recommendations for best practices for adopting a funding policy for Pension and OPEB plans and incorporates by reference the GFOAs’ Best Practice “Core Elements of Funding Policy” published in 2013 which also recommends parameters for a funding policy.

All three sources of published guidance discuss the following key elements of a funding policy.

- **Recommended Contribution** – There are two methods used to determine recommended employer contributions to retirement plans:

- **Fixed Rate Method** – The Fixed Rate method determines the annual employer contribution as a constant percentage (i.e., a fixed rate) of payroll. This method is used to minimize volatility in the contribution amount and does not vary from year-to-year unless certain conditions are met.
- **Actuarially Determined Contribution (ADC) Method** – The ADC is determined as the sum of the Normal Cost plus an amortization of the UAL. The ADC changes each year as the Normal Cost and UAL fluctuate. This volatility permits the plan funding to be adjusted as needed in order to continue funding towards 100% over a set period of time.

As discussed below, the Normal Cost and Actuarial Accrued Liability are determined based upon the actuarial Cost Method that is selected, and the Plan Assets can either be determined using Market Value or a smoothed Actuarial Value of Assets. Lastly, the period(s) over which the UAL is amortized as well as the methods of setting the period(s) (open period vs. closed period and level dollar amortization vs. level percent of pay amortization) are also key components in the determination of the ADC.

The Texas PRB and GFOA recommend using the ADC method. The CCA PPC white paper is written solely in the context of the ADC method; however, the white paper indicates that plans that use the Fixed Rate method should also develop an ADC rate for comparison. Similarly, the Texas PRB recommends that if a Fixed Rate method is used, then an ADC rate should be used as a benchmark for determining if the Fixed Rate is reasonable, as well as to identify conditions in which the Fixed Rate should be changed to move towards the ADC rate either via changes to the rate or benefit reductions.

- **Cost Method** – The actuarial cost method is used to allocate the Present Value of Future Benefits to past, current and future service periods.
 - **Actuarial Accrued Liability** – This is the portion of the Present Value of Future Benefits assigned to past service (i.e., service before the actuarial valuation date).
 - **Normal Cost** – This is the portion of the Present Value of Future Benefits that is assigned to the current year of service (i.e., it is the present value of the current year's accruals).
 - **Present Value of Future Normal Costs** – This is the portion the Present Value of Future Benefits that is assigned to future service after the valuation year (i.e., it represents the present value of future years' accruals).

The PRB, the CCA PPC and the GFOA all recommend that plan liabilities be determined using the Entry Age Normal Level Percent actuarial cost method for plans with pay-related benefits. Although the City's OPEB Plan benefits are not pay-related, GASB Nos. 74/75 require the use of the Entry Age Normal Level Percent actuarial

cost method. This method funds each individual's benefits over their career as a level percent of pay.

- **Asset Method** – Rather than use the Market Value of Assets in each annual valuation as the measure of Plan Assets, an Actuarial Value of Assets (AVA) can be used to smooth investment gains and losses and thus reduce year-to-year volatility in developing a funding policy contribution. Some AVA methods also place a corridor around the Market Value of Assets to limit the maximum amount of the smoothing during periods in which the market has been very volatile.

The PRB, the CCA PPC and the GFOA have various recommended ranges for the length of the period over which assets can be smoothed, but all three entities indicate that a 5-year smoothing period is reasonable, with the GFOA stating that a period of 5 years or less is “ideal”. Furthermore, the CCA PPC and GFOA neither recommend nor discourage a corridor for a 5-year smoothing period (but they do recommend corridors for smoothing periods in excess of 5 years), while the PRB does not state a position on this matter.

- **Amortization Method** – The amortization method determines the manner and period over which the Unfunded Accrued Liability (UAL) is amortized.

➤ **Level Dollar vs. Level Percent** – The UAL can be amortized as a:

- Level Dollar amount, where the amortization installment is fixed each year, or
- Level Percent amount, where the amortization installment increases each year as payroll increases, but this can sometimes result in negative amortization.

➤ **Open Period vs. Closed Period** – The UAL can be amortized over an:

- Open Period, whereby the amortization period is the same each year (e.g., a 5-year Open Period amortization would use a 5-year amortization for the January 1, 2021 valuation, followed by another 5-year open period on January 1, 2022 and so on without the 5-year period ever changing), or
- Closed Period, whereby the amortization period reduces each successive period (e.g., a 5-year Closed Period amortization would use a 5-year amortization for the January 1, 2021 valuation, followed by a 4-year Closed Period on January 1, 2022 and so on until the final year of the amortization is reached in the 5th year).

➤ **Single Amortization vs. Layered Amortization** – The UAL can be amortized using:

- **Single Amortization** – Under the Single Amortization method, the full amount of the UAL is amortized over a single period each year.
- **Layered Amortization** – Under the Layered Amortization method, different amortization layers of the UAL are established at each actuarial valuation, and the sum of the layers is equal to the full UAL. In addition, within a single valuation, multiple layers of UAL can be established for different sources of changes in the UAL. The Layered Amortization method requires that a new amortization base (or layer) be created each year for Actuarial Experience Gains/Losses that occur during the year. In addition, new amortization layers are created in years in which actuarial assumptions or methods are changed and in years in which plan amendments are enacted.

Creating a new amortization layer for each year reduces the volatility of the amortization of the UAL relative to the Single Amortization method, particularly as the Closed Period becomes shorter if a Closed Period amortization method is used. In addition, different amortization periods can be used for different types of layers created in years in which actuarial assumptions or methods are changed and in years in which plan amendments are enacted. This allows the funding of each layer to be better aligned with an appropriate amortization period.

As shown in the tables below, the Texas PRB, CCA PPC and GFOA all recommend a Layered Amortization approach with Closed Periods but with different amortization periods and different recommendations for Level Dollar versus Level Percent.

Method	Amortization Methodology		
	Texas PRB	CCA PPC	GFOA
Closed Period vs. Open Period	Closed Period	Closed Period	Closed Period
Level Dollar vs. Level Percent	Level Dollar ¹	Level Percent ²	Either
Single vs. Layered	Layered	Layered	Layered

Source of Amortization Layers	Amortization Period		
	Texas PRB ¹	CCA PPC ²	GFOA
Actuarial Experience Gain/Loss	10 to 25 years	15 to 20 years	15 to 25 years ⁵
Assumption and Method Changes	10 to 25 years	15 to 25 years	15 to 25 years ⁵
Plan Amendments	10 to 25 years	10 to 15 years ³	15 to 25 years ⁵
Transition to New Policy	Not discussed	Up to 30 years ⁴	Not discussed

¹ The Texas PRB indicates that “level dollar amounts are preferable unless payroll is expected to decrease in the future”. The Texas PRB also states that 10 to 25 years is the preferable range, and while it indicates that a layered approach is acceptable, it does not provide separate preferred ranges for each of the layers.

² The white paper indicates that “level dollar could be appropriate for sponsors and plans that are particularly averse to future cost increases, e.g., utilities setting rates for current rate payers.” Furthermore, the white paper states “level dollar is generally faster amortization than level percent of pay so longer periods may be reasonable.”

³ The white paper recommends that Plan Amendments be amortized over the actual remaining active future service for amendments affecting active members (where 15 years can be used as an approximation) or over actual remaining retiree life expectancy for amendments affecting inactive members (where 10 years can be used as an approximation).

⁴ The white paper indicates that transition policies would allow current fixed period amortization layers with periods not to exceed 30 years to continue with new amortization layers subject to recommended guidelines.

⁵ GFOA states that amortization periods should “ideally fall in the 15-20 year range” but “never exceed 25 years”.

- **Other Considerations** – The Texas PRB, CCA PPC and GFOA each recommend other considerations to manage growth in plan liabilities and mitigate other risks.

- **Actuarial Experience Studies** - An actuarial experience study examines a Retirement Plan’s actual demographic and economic experience relative to the expected experience based on the actuarial assumptions used in an actuarial valuation. Adjustments should be made to the actuarial assumptions whenever actual plan experience deviates materially from the assumptions in order to produce the best long-term estimate and to better align the contributions with the long-term expected cost of the plan.

The GFOA recommends an actuarial experience study be conducted at least once every five years; the Texas PRB indicates that the frequency of actuarial experience studies can be included in the funding policy; and the CCA PPC does not address assumption selection in its white paper.

- **Risk Mitigation Strategies** – Other strategies can be implemented to mitigate risks, such as the risk of large contribution increases year-to-year, sharing risks with employees via increased employee contributions or benefit reductions in certain scenarios. Managing growth in plan liabilities via restrictions on plan amendments should also be considered.

The Texas PRB, CCA PPC and GFOA all suggest various strategies for mitigating risks and managing growth in plan liabilities, and the referenced publications for each of these bodies suggest incorporating some risk mitigation strategies into a plan's funding policy.

EXHIBIT B

**RECORDED CHANGES TO INVESTMENT POLICY
OR INVESTMENT STRATEGIES**

**The following changes to the Investment Policy or Investment Strategies are as set
forth below:**

NONE

September 22, 2022

Item No. 8.3.

Contract with AXON for cameras, electronic control devices, digital storage and associated reporting systems.

Sponsor: Mike Pavelka, Deputy Chief of Police

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a ten-year agreement with Axon Enterprise, Inc. ("AXON") for the purchase and support of products and services including body cameras, fleet cameras, electronic control devices, digital storage, and associated reporting systems for an amount not to exceed \$6,417,557.66.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff respectfully recommends approving the ten-year agreement with AXON.

Summary: The College Station Police Department currently uses AXON to supply body cameras, fleet cameras, electronic control devices and digital storage for these devices. The acquisition of AXON products began in 2013 with the purchase of a select number of electronic control devices. Since that time, AXON has proven itself to be an industry leader for many law enforcement products, and eventually the department also began using AXON to supply body cameras, fleet cameras and digital storage for those devices. The acquisition of these products however, occurred in several phases, resulting in multiple contracts and purchase orders, making the management and budgeting for the products extremely cumbersome. The proposed agreement consolidates the previous agreements and adds services for the Fire Marshal's Office, City Marshal's Office, and Code Enforcement. Additionally, the agreement allows for a more streamlined approach to add products when the departments add personnel or vehicles. The listed amount of the agreement is the sum of the 10-year obligation; however, payment is to be rendered in annual installments. All purchases under this agreement are being made through Sourcwell Cooperative Contract #010720-AXN. All products and services on the Sourcwell Cooperative have been carefully and competitively bid and awarded based on Texas Law by the Local Government Purchasing Cooperative. Contingent upon City Council approval, this agreement will become effective October 1, 2022.

Budget & Financial Summary: Total of the ten-year agreement is \$6,417,557.66 (payment is to be rendered in annual installments split between impacted departments).

Attachments:

1. 23300001 Axon Enterprise, Inc. MSPA



Master Services and Purchasing Agreement between Axon and College Station

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the City of College Station, a Texas Home Rule Municipal Corporation on the Quote (“**Agency or City**”). This Agreement is effective on the date of the last party executing the Agreement making it fully executed (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. All purchases are pursuant to Sourcewell Cooperative Purchasing Agreement #010720-AXN. Axon is a sole source provider of their products and services as stated in the Sole Source Letter Appendix. The Parties therefore agree as follows:

1 **Definitions.**

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and the term is for ten (10) years. The Agreement may expire earlier if the subscriptions hereunder have expired or have been terminated (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives the signed Agreement.

3 **Payment**

3.1 The total amount of payment, including reimbursements, by the City to Axon for all work performed under this Contract may not, under any circumstances, **exceed six million four hundred seventeen thousand five hundred fifty-seven and 66/100 Dollars (\$6,417,557.66).**

3.2 Axon invoices upon shipment. Payment is due net 30 days from receipt of the invoice. Payment obligations are non-cancelable, unless funds are not appropriated or disputed, provided, however, that the disputed amount is agreed upon by both Parties. Agency will pay undisputed invoices without setoff, deduction, or withholding. For the purpose of this section, “disputed” invoices would arise if an invoice contained an error and Agency shall request a corrected invoice and pay based on such invoices as opposed to paying a portion of an incorrect invoice.

4 **Taxes.** Agency is tax exempt and will provide Axon a valid tax exemption certificate.

- 5 Shipping. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB destination via common carrier. Title and risk of loss pass to Agency upon delivery and acceptance by the Agency, provided, however, that deliveries not otherwise rejected by Agency in writing shall be deemed accepted within ten (10) days of delivery. Agency is responsible for any shipping charges in the Quote.
- 6 Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 7 Warranty.
- 7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.
- 7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.
- If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.
- 7.3 **Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.
- 7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**
- 7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Devices and , the amount paid for such Services over the 24 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages,**



Master Services and Purchasing Agreement between Axon and College Station

however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.
- 10 Design Changes. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 Bundled Offerings. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 Insurance. Axon will maintain insurance as shown in the insurance appendix. Axon will supply certificates of insurance.
- 13 Indemnification. **Notwithstanding any IP indemnification, Indemnity.** Axon agrees to indemnify, defend, and hold harmless the City, its officers, employees, volunteers and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Axon, any of its subconsultants of any tier, or of any employee or invitee of Axon or of any such subconsultants, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Axon or by any such subconsultants of any tier, under this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.
- 14 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 the above section, 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.
- 15 **Release.** Axon 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, sickness or death of the Axon or its employees and any loss of or damage to any property of Axon or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with Axon's work to be performed hereunder. Both the City and the Axon expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Axon or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Axon, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.



Master Services and Purchasing Agreement between Axon and College Station

- 16 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 17 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 18 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 19 **Termination.**
- 19.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 19.2 **By Agency.** Agency may terminate this Agreement for convenience within thirty (30) days written notice. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination due to non-appropriation as soon as reasonably practicable.
- 19.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 20 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 21 **General.**
- 21.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 21.2 **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.



Master Services and Purchasing Agreement between Axon and College Station

- 21.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 21.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 21.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 21.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 21.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 21.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 21.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 21.10 Governing Law.** The laws of the State of Texas, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 21.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:
- | | |
|-----------------------------|---|
| Axon: Axon Enterprise, Inc. | Agency: City of College Station |
| Attn: Legal | Attn: CSPD |
| 17800 N. 85th Street | Street Address: 800 Krenek Tap Rd |
| Scottsdale, Arizona 85255 | City, State, Zip: College Station, TX 77840 |
| legal@axon.com | Email: mpavelka@cstx.gov |
- 21.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.
- 21.13 Background Checks.** Axon agrees to assume all responsibility for and to perform background checks on all its employees, agents and assigns working on this Agreement. Background checks include but are not limited to, criminal records and civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records reports, and verifications of employment, and education. This must be done before such individuals commence their work on this Agreement. Consultant agrees to produce any and all background checks information as described herein when requested to the City. To the degree allowed by applicable law, City agrees to keep such information confidential.



Master Services and Purchasing Agreement between Axon and College Station

21.14 No Boycott Israel. To the extent applicable, this Contract is subject to the following:

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

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

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

21.15 Prioritization. Axon and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Axon to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein. The applicable law or the applicable provisions of this Contract, excluding such conflicting additions by Contractor, shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON

By: _____
Printed Name: Robert E. Driscoll, Jr.
Title: VP, Assoc. General Counsel
Date: _____

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____



Master Services and Purchasing Agreement

Axon Quote Appendix see next page



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-380934-44770.635DT

Issued: 07/28/2022

Quote Expiration:

Estimated Contract Start Date: 11/01/2022

Account Number: 514494

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
College Station 800 Krenek Tap Road College Station, TX 77840 USA	College Station City Marshal - TX 800 Krenek Tap Road College Station, TX 77840 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Michael Pavelka Phone: Email: Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$40,166.18
ESTIMATED TOTAL W/ TAX	\$40,166.18

Discount Summary

Average Savings Per Year	\$4,063.81
TOTAL SAVINGS	\$40,638.14

Payment Summary

Date	Subtotal	Tax	Total
Oct 2022	\$2,560.78	\$0.00	\$2,560.78
Apr 2023	\$1,455.85	\$0.00	\$1,455.85
Oct 2023	\$4,016.65	\$0.00	\$4,016.65
Oct 2024	\$4,016.65	\$0.00	\$4,016.65
Oct 2025	\$4,016.65	\$0.00	\$4,016.65
Oct 2026	\$4,016.65	\$0.00	\$4,016.65
Oct 2027	\$4,016.65	\$0.00	\$4,016.65
Oct 2028	\$4,016.65	\$0.00	\$4,016.65
Oct 2029	\$4,016.65	\$0.00	\$4,016.65
Oct 2030	\$4,016.65	\$0.00	\$4,016.65
Oct 2031	\$4,016.35	\$0.00	\$4,016.35

Payment Summary

Date	Subtotal	Tax	Total
Total	\$40,166.18	\$0.00	\$40,166.18

Quote List Price:
Quote Subtotal:

\$80,804.32
\$40,166.18

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
BWC Unlimited with TAP								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120m	4	\$4,680.00	\$2,161.61	\$8,646.44	\$0.00	\$8,646.44
80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	120m	4	\$660.00	\$304.84	\$1,219.36	\$0.00	\$1,219.36
80464	EXT WARRANTY, CAMERA (TAP)	120m	4	\$1,400.40	\$646.82	\$2,587.28	\$0.00	\$2,587.28
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		4	\$212.00	\$97.92	\$391.68	\$0.00	\$391.68
73309	AXON CAMERA REFRESH ONE		4	\$741.00	\$342.26	\$1,369.04	\$0.00	\$1,369.04
73310	AXON CAMERA REFRESH TWO		4	\$768.00	\$354.73	\$1,418.92	\$0.00	\$1,418.92
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		4	\$220.00	\$101.62	\$406.48	\$0.00	\$406.48
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	120m	4	\$2,880.00	\$1,330.22	\$5,320.88	\$0.00	\$5,320.88
AB3 1-Bay Dock Bundle								
74211	AXON BODY 3 - 1 BAY DOCK		4	\$200.00	\$100.00	\$400.00	\$0.00	\$400.00
71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT		4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3 Camera Bundle								
74028	WING CLIP MOUNT, AXON RAPIDLOCK		5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		4	\$699.00	\$349.50	\$1,398.00	\$0.00	\$1,398.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pro License Bundle								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120m	1	\$4,680.00	\$2,449.80	\$2,449.80	\$0.00	\$2,449.80
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	120m	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fleet 3 Basic 10 Year								
72036	FLEET 3 STANDARD 2 CAMERA KIT		2	\$2,405.00	\$1,330.33	\$2,660.66	\$0.00	\$2,660.66
80379	EXT WARRANTY, AXON SIGNAL UNIT	103m	2	\$119.48	\$66.09	\$132.18	\$0.00	\$132.18
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		2	\$1,249.00	\$690.89	\$1,381.78	\$0.00	\$1,381.78
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		2	\$249.00	\$137.74	\$275.48	\$0.00	\$275.48
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		2	\$1,200.00	\$663.78	\$1,327.56	\$0.00	\$1,327.56
70112	AXON SIGNAL UNIT		2	\$279.00	\$154.33	\$308.66	\$0.00	\$308.66
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	103m	2	\$922.88	\$510.49	\$1,020.98	\$0.00	\$1,020.98
80400	FLEET, VEHICLE LICENSE	114m	2	\$2,280.00	\$1,261.18	\$2,522.36	\$0.00	\$2,522.36
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	114m	4	\$1,938.00	\$1,072.01	\$4,288.04	\$0.00	\$4,288.04
72034	FLEET SIM INSERTION, VZW		2	\$15.00	\$8.30	\$16.60	\$0.00	\$16.60
Individual Items								
80460	FLEET 3 BUNDLE TRUE UP	7m	2	\$546.00	\$312.00	\$624.00	\$0.00	\$624.00
Total						\$40,166.18	\$0.00	\$40,166.18

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	4	10/01/2022
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	4	10/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	10/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	4	10/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	5	10/01/2022
Fleet 3 Basic 10 Year	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	04/15/2023
Fleet 3 Basic 10 Year	70112	AXON SIGNAL UNIT	2	04/15/2023
Fleet 3 Basic 10 Year	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	04/15/2023
Fleet 3 Basic 10 Year	72034	FLEET SIM INSERTION, VZW	2	04/15/2023
Fleet 3 Basic 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	04/15/2023
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	4	04/01/2025
BWC Unlimited with TAP	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	04/01/2025
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	4	10/01/2027
BWC Unlimited with TAP	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	10/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	11/01/2022	10/31/2032
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	11/01/2022	10/31/2032
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	11/01/2022	10/31/2032
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	11/01/2022	10/31/2032
Fleet 3 Basic 10 Year	80400	FLEET, VEHICLE LICENSE	2	05/15/2023	10/31/2032
Fleet 3 Basic 10 Year	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	05/15/2023	10/31/2032

Services

Bundle	Item	Description	QTY
Fleet 3 Basic 10 Year	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	4	11/01/2022	10/31/2032
BWC Unlimited with TAP	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	11/01/2022	10/31/2032
Fleet 3 Basic 10 Year	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	04/15/2024	10/31/2032
Fleet 3 Basic 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	04/15/2024	10/31/2032

Payment Details

Oct 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Axon	73309	AXON CAMERA REFRESH ONE	4	\$43.86	\$0.00	\$43.86
Year 1 - Axon	73310	AXON CAMERA REFRESH TWO	4	\$45.46	\$0.00	\$45.46
Year 1 - Axon	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$12.55	\$0.00	\$12.55
Year 1 - Axon	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$13.02	\$0.00	\$13.02
Year 1 - Axon	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 1 - Axon	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$170.46	\$0.00	\$170.46
Year 1 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$277.00	\$0.00	\$277.00
Year 1 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$78.48	\$0.00	\$78.48
Year 1 - Axon	80464	EXT WARRANTY, CAMERA (TAP)	4	\$82.89	\$0.00	\$82.89
Year 1 - Axon	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$39.06	\$0.00	\$39.06
Invoice Upon Fulfillment	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	4	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	4	\$1,398.00	\$0.00	\$1,398.00
Invoice Upon Fulfillment	74028	WING CLIP MOUNT, AXON RAPIDLOCK	5	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	74211	AXON BODY 3 - 1 BAY DOCK	4	\$400.00	\$0.00	\$400.00
Total				\$2,560.78	\$0.00	\$2,560.78

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	\$138.18	\$0.00	\$138.18
Year 1 - Fleet 3	70112	AXON SIGNAL UNIT	2	\$30.87	\$0.00	\$30.87
Year 1 - Fleet 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	\$27.55	\$0.00	\$27.55
Year 1 - Fleet 3	72034	FLEET SIM INSERTION, VZW	2	\$1.66	\$0.00	\$1.66
Year 1 - Fleet 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	\$266.07	\$0.00	\$266.07
Year 1 - Fleet 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	2	\$132.76	\$0.00	\$132.76
Year 1 - Fleet 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	\$13.22	\$0.00	\$13.22
Year 1 - Fleet 3	80400	FLEET, VEHICLE LICENSE	2	\$252.24	\$0.00	\$252.24
Year 1 - Fleet 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	\$428.80	\$0.00	\$428.80
Year 1 - Fleet 3	80460	FLEET 3 BUNDLE TRUE UP	2	\$62.40	\$0.00	\$62.40
Year 1 - Fleet 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	\$102.10	\$0.00	\$102.10
Total				\$1,455.85	\$0.00	\$1,455.85

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - Axon	73309	AXON CAMERA REFRESH ONE	4	\$147.24	\$0.00	\$147.24
Year 2 - Axon	73310	AXON CAMERA REFRESH TWO	4	\$152.61	\$0.00	\$152.61
Year 2 - Axon	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$42.13	\$0.00	\$42.13
Year 2 - Axon	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.72	\$0.00	\$43.72
Year 2 - Axon	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 2 - Axon	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$572.27	\$0.00	\$572.27
Year 2 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$929.94	\$0.00	\$929.94
Year 2 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$263.48	\$0.00	\$263.48

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - Axon	80464	EXT WARRANTY, CAMERA (TAP)	4	\$278.27	\$0.00	\$278.27
Year 2 - Axon	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$131.14	\$0.00	\$131.14
Year 2 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	\$138.18	\$0.00	\$138.18
Year 2 - Fleet 3	70112	AXON SIGNAL UNIT	2	\$30.87	\$0.00	\$30.87
Year 2 - Fleet 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	\$27.55	\$0.00	\$27.55
Year 2 - Fleet 3	72034	FLEET SIM INSERTION, VZW	2	\$1.66	\$0.00	\$1.66
Year 2 - Fleet 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	\$266.07	\$0.00	\$266.07
Year 2 - Fleet 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	2	\$132.76	\$0.00	\$132.76
Year 2 - Fleet 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	\$13.22	\$0.00	\$13.22
Year 2 - Fleet 3	80400	FLEET, VEHICLE LICENSE	2	\$252.24	\$0.00	\$252.24
Year 2 - Fleet 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	\$428.80	\$0.00	\$428.80
Year 2 - Fleet 3	80460	FLEET 3 BUNDLE TRUE UP	2	\$62.40	\$0.00	\$62.40
Year 2 - Fleet 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	\$102.10	\$0.00	\$102.10
Total				\$4,016.65	\$0.00	\$4,016.65

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - Axon	73309	AXON CAMERA REFRESH ONE	4	\$147.24	\$0.00	\$147.24
Year 3 - Axon	73310	AXON CAMERA REFRESH TWO	4	\$152.61	\$0.00	\$152.61
Year 3 - Axon	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$42.13	\$0.00	\$42.13
Year 3 - Axon	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.72	\$0.00	\$43.72
Year 3 - Axon	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 3 - Axon	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$572.27	\$0.00	\$572.27
Year 3 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$929.94	\$0.00	\$929.94
Year 3 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$263.48	\$0.00	\$263.48
Year 3 - Axon	80464	EXT WARRANTY, CAMERA (TAP)	4	\$278.27	\$0.00	\$278.27
Year 3 - Axon	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$131.14	\$0.00	\$131.14
Year 3 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	\$138.18	\$0.00	\$138.18
Year 3 - Fleet 3	70112	AXON SIGNAL UNIT	2	\$30.87	\$0.00	\$30.87
Year 3 - Fleet 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	\$27.55	\$0.00	\$27.55
Year 3 - Fleet 3	72034	FLEET SIM INSERTION, VZW	2	\$1.66	\$0.00	\$1.66
Year 3 - Fleet 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	\$266.07	\$0.00	\$266.07
Year 3 - Fleet 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	2	\$132.76	\$0.00	\$132.76
Year 3 - Fleet 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	\$13.22	\$0.00	\$13.22
Year 3 - Fleet 3	80400	FLEET, VEHICLE LICENSE	2	\$252.24	\$0.00	\$252.24
Year 3 - Fleet 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	\$428.80	\$0.00	\$428.80
Year 3 - Fleet 3	80460	FLEET 3 BUNDLE TRUE UP	2	\$62.40	\$0.00	\$62.40
Year 3 - Fleet 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	\$102.10	\$0.00	\$102.10
Total				\$4,016.65	\$0.00	\$4,016.65

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 - Axon	73309	AXON CAMERA REFRESH ONE	4	\$147.24	\$0.00	\$147.24
Year 4 - Axon	73310	AXON CAMERA REFRESH TWO	4	\$152.61	\$0.00	\$152.61
Year 4 - Axon	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$42.13	\$0.00	\$42.13

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 - Axon	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.72	\$0.00	\$43.72
Year 4 - Axon	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 4 - Axon	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$572.27	\$0.00	\$572.27
Year 4 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$929.94	\$0.00	\$929.94
Year 4 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$263.48	\$0.00	\$263.48
Year 4 - Axon	80464	EXT WARRANTY, CAMERA (TAP)	4	\$278.27	\$0.00	\$278.27
Year 4 - Axon	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$131.14	\$0.00	\$131.14
Year 4 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	\$138.18	\$0.00	\$138.18
Year 4 - Fleet 3	70112	AXON SIGNAL UNIT	2	\$30.87	\$0.00	\$30.87
Year 4 - Fleet 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	\$27.55	\$0.00	\$27.55
Year 4 - Fleet 3	72034	FLEET SIM INSERTION, VZW	2	\$1.66	\$0.00	\$1.66
Year 4 - Fleet 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	\$266.07	\$0.00	\$266.07
Year 4 - Fleet 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	2	\$132.76	\$0.00	\$132.76
Year 4 - Fleet 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	\$13.22	\$0.00	\$13.22
Year 4 - Fleet 3	80400	FLEET, VEHICLE LICENSE	2	\$252.24	\$0.00	\$252.24
Year 4 - Fleet 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	\$428.80	\$0.00	\$428.80
Year 4 - Fleet 3	80460	FLEET 3 BUNDLE TRUE UP	2	\$62.40	\$0.00	\$62.40
Year 4 - Fleet 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	\$102.10	\$0.00	\$102.10
Total				\$4,016.65	\$0.00	\$4,016.65

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - Axon	73309	AXON CAMERA REFRESH ONE	4	\$147.24	\$0.00	\$147.24
Year 5 - Axon	73310	AXON CAMERA REFRESH TWO	4	\$152.61	\$0.00	\$152.61
Year 5 - Axon	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$42.13	\$0.00	\$42.13
Year 5 - Axon	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.72	\$0.00	\$43.72
Year 5 - Axon	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 5 - Axon	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$572.27	\$0.00	\$572.27
Year 5 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$929.94	\$0.00	\$929.94
Year 5 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$263.48	\$0.00	\$263.48
Year 5 - Axon	80464	EXT WARRANTY, CAMERA (TAP)	4	\$278.27	\$0.00	\$278.27
Year 5 - Axon	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$131.14	\$0.00	\$131.14
Year 5 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	\$138.18	\$0.00	\$138.18
Year 5 - Fleet 3	70112	AXON SIGNAL UNIT	2	\$30.87	\$0.00	\$30.87
Year 5 - Fleet 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	\$27.55	\$0.00	\$27.55
Year 5 - Fleet 3	72034	FLEET SIM INSERTION, VZW	2	\$1.66	\$0.00	\$1.66
Year 5 - Fleet 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	\$266.07	\$0.00	\$266.07
Year 5 - Fleet 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	2	\$132.76	\$0.00	\$132.76
Year 5 - Fleet 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	\$13.22	\$0.00	\$13.22
Year 5 - Fleet 3	80400	FLEET, VEHICLE LICENSE	2	\$252.24	\$0.00	\$252.24
Year 5 - Fleet 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	\$428.80	\$0.00	\$428.80
Year 5 - Fleet 3	80460	FLEET 3 BUNDLE TRUE UP	2	\$62.40	\$0.00	\$62.40
Year 5 - Fleet 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	\$102.10	\$0.00	\$102.10
Total				\$4,016.65	\$0.00	\$4,016.65

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6 - Axon	73309	AXON CAMERA REFRESH ONE	4	\$147.24	\$0.00	\$147.24
Year 6 - Axon	73310	AXON CAMERA REFRESH TWO	4	\$152.61	\$0.00	\$152.61
Year 6 - Axon	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$42.13	\$0.00	\$42.13
Year 6 - Axon	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.72	\$0.00	\$43.72
Year 6 - Axon	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 6 - Axon	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$572.27	\$0.00	\$572.27
Year 6 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$929.94	\$0.00	\$929.94
Year 6 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$263.48	\$0.00	\$263.48
Year 6 - Axon	80464	EXT WARRANTY, CAMERA (TAP)	4	\$278.27	\$0.00	\$278.27
Year 6 - Axon	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$131.14	\$0.00	\$131.14
Year 6 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	\$138.18	\$0.00	\$138.18
Year 6 - Fleet 3	70112	AXON SIGNAL UNIT	2	\$30.87	\$0.00	\$30.87
Year 6 - Fleet 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	\$27.55	\$0.00	\$27.55
Year 6 - Fleet 3	72034	FLEET SIM INSERTION, VZW	2	\$1.66	\$0.00	\$1.66
Year 6 - Fleet 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	\$266.07	\$0.00	\$266.07
Year 6 - Fleet 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	2	\$132.76	\$0.00	\$132.76
Year 6 - Fleet 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	\$13.22	\$0.00	\$13.22
Year 6 - Fleet 3	80400	FLEET, VEHICLE LICENSE	2	\$252.24	\$0.00	\$252.24
Year 6 - Fleet 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	\$428.80	\$0.00	\$428.80
Year 6 - Fleet 3	80460	FLEET 3 BUNDLE TRUE UP	2	\$62.40	\$0.00	\$62.40
Year 6 - Fleet 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	\$102.10	\$0.00	\$102.10
Total				\$4,016.65	\$0.00	\$4,016.65

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7 - Axon	73309	AXON CAMERA REFRESH ONE	4	\$147.24	\$0.00	\$147.24
Year 7 - Axon	73310	AXON CAMERA REFRESH TWO	4	\$152.61	\$0.00	\$152.61
Year 7 - Axon	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$42.13	\$0.00	\$42.13
Year 7 - Axon	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.72	\$0.00	\$43.72
Year 7 - Axon	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 7 - Axon	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$572.27	\$0.00	\$572.27
Year 7 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$929.94	\$0.00	\$929.94
Year 7 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$263.48	\$0.00	\$263.48
Year 7 - Axon	80464	EXT WARRANTY, CAMERA (TAP)	4	\$278.27	\$0.00	\$278.27
Year 7 - Axon	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$131.14	\$0.00	\$131.14
Year 7 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	\$138.18	\$0.00	\$138.18
Year 7 - Fleet 3	70112	AXON SIGNAL UNIT	2	\$30.87	\$0.00	\$30.87
Year 7 - Fleet 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	\$27.55	\$0.00	\$27.55
Year 7 - Fleet 3	72034	FLEET SIM INSERTION, VZW	2	\$1.66	\$0.00	\$1.66
Year 7 - Fleet 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	\$266.07	\$0.00	\$266.07
Year 7 - Fleet 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	2	\$132.76	\$0.00	\$132.76
Year 7 - Fleet 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	\$13.22	\$0.00	\$13.22
Year 7 - Fleet 3	80400	FLEET, VEHICLE LICENSE	2	\$252.24	\$0.00	\$252.24
Year 7 - Fleet 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	\$428.80	\$0.00	\$428.80
Year 7 - Fleet 3	80460	FLEET 3 BUNDLE TRUE UP	2	\$62.40	\$0.00	\$62.40
Year 7 - Fleet 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	\$102.10	\$0.00	\$102.10

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$4,016.65	\$0.00	\$4,016.65

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8 - Axon	73309	AXON CAMERA REFRESH ONE	4	\$147.24	\$0.00	\$147.24
Year 8 - Axon	73310	AXON CAMERA REFRESH TWO	4	\$152.61	\$0.00	\$152.61
Year 8 - Axon	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$42.13	\$0.00	\$42.13
Year 8 - Axon	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.72	\$0.00	\$43.72
Year 8 - Axon	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 8 - Axon	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$572.27	\$0.00	\$572.27
Year 8 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$929.94	\$0.00	\$929.94
Year 8 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$263.48	\$0.00	\$263.48
Year 8 - Axon	80464	EXT WARRANTY, CAMERA (TAP)	4	\$278.27	\$0.00	\$278.27
Year 8 - Axon	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$131.14	\$0.00	\$131.14
Year 8 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	\$138.18	\$0.00	\$138.18
Year 8 - Fleet 3	70112	AXON SIGNAL UNIT	2	\$30.87	\$0.00	\$30.87
Year 8 - Fleet 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	\$27.55	\$0.00	\$27.55
Year 8 - Fleet 3	72034	FLEET SIM INSERTION, VZW	2	\$1.66	\$0.00	\$1.66
Year 8 - Fleet 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	\$266.07	\$0.00	\$266.07
Year 8 - Fleet 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	2	\$132.76	\$0.00	\$132.76
Year 8 - Fleet 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	\$13.22	\$0.00	\$13.22
Year 8 - Fleet 3	80400	FLEET, VEHICLE LICENSE	2	\$252.24	\$0.00	\$252.24
Year 8 - Fleet 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	\$428.80	\$0.00	\$428.80
Year 8 - Fleet 3	80460	FLEET 3 BUNDLE TRUE UP	2	\$62.40	\$0.00	\$62.40
Year 8 - Fleet 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	\$102.10	\$0.00	\$102.10
Total				\$4,016.65	\$0.00	\$4,016.65

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9 - Axon	73309	AXON CAMERA REFRESH ONE	4	\$147.24	\$0.00	\$147.24
Year 9 - Axon	73310	AXON CAMERA REFRESH TWO	4	\$152.61	\$0.00	\$152.61
Year 9 - Axon	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$42.13	\$0.00	\$42.13
Year 9 - Axon	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.72	\$0.00	\$43.72
Year 9 - Axon	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 9 - Axon	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$572.27	\$0.00	\$572.27
Year 9 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$929.94	\$0.00	\$929.94
Year 9 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$263.48	\$0.00	\$263.48
Year 9 - Axon	80464	EXT WARRANTY, CAMERA (TAP)	4	\$278.27	\$0.00	\$278.27
Year 9 - Axon	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$131.14	\$0.00	\$131.14
Year 9 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	\$138.18	\$0.00	\$138.18
Year 9 - Fleet 3	70112	AXON SIGNAL UNIT	2	\$30.87	\$0.00	\$30.87
Year 9 - Fleet 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	\$27.55	\$0.00	\$27.55
Year 9 - Fleet 3	72034	FLEET SIM INSERTION, VZW	2	\$1.66	\$0.00	\$1.66
Year 9 - Fleet 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	\$266.07	\$0.00	\$266.07
Year 9 - Fleet 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	2	\$132.76	\$0.00	\$132.76

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9 - Fleet 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	\$13.22	\$0.00	\$13.22
Year 9 - Fleet 3	80400	FLEET, VEHICLE LICENSE	2	\$252.24	\$0.00	\$252.24
Year 9 - Fleet 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	\$428.80	\$0.00	\$428.80
Year 9 - Fleet 3	80460	FLEET 3 BUNDLE TRUE UP	2	\$62.40	\$0.00	\$62.40
Year 9 - Fleet 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	\$102.10	\$0.00	\$102.10
Total				\$4,016.65	\$0.00	\$4,016.65

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10 - Axon	73309	AXON CAMERA REFRESH ONE	4	\$147.26	\$0.00	\$147.26
Year 10 - Axon	73310	AXON CAMERA REFRESH TWO	4	\$152.58	\$0.00	\$152.58
Year 10 - Axon	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$42.09	\$0.00	\$42.09
Year 10 - Axon	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.70	\$0.00	\$43.70
Year 10 - Axon	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 10 - Axon	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$572.26	\$0.00	\$572.26
Year 10 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$929.92	\$0.00	\$929.92
Year 10 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$263.48	\$0.00	\$263.48
Year 10 - Axon	80464	EXT WARRANTY, CAMERA (TAP)	4	\$278.23	\$0.00	\$278.23
Year 10 - Axon	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$131.18	\$0.00	\$131.18
Year 10 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	\$138.16	\$0.00	\$138.16
Year 10 - Fleet 3	70112	AXON SIGNAL UNIT	2	\$30.83	\$0.00	\$30.83
Year 10 - Fleet 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	\$27.53	\$0.00	\$27.53
Year 10 - Fleet 3	72034	FLEET SIM INSERTION, VZW	2	\$1.66	\$0.00	\$1.66
Year 10 - Fleet 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	\$266.03	\$0.00	\$266.03
Year 10 - Fleet 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	2	\$132.72	\$0.00	\$132.72
Year 10 - Fleet 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	\$13.20	\$0.00	\$13.20
Year 10 - Fleet 3	80400	FLEET, VEHICLE LICENSE	2	\$252.20	\$0.00	\$252.20
Year 10 - Fleet 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	\$428.84	\$0.00	\$428.84
Year 10 - Fleet 3	80460	FLEET 3 BUNDLE TRUE UP	2	\$62.40	\$0.00	\$62.40
Year 10 - Fleet 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	\$102.08	\$0.00	\$102.08
Total				\$4,016.35	\$0.00	\$4,016.35

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This quote is contingent upon execution of Q-380620

Signature

Date Signed

7/28/2022



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and College Station City Marshal - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

[Evidence.com](#)

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-380963-44770.635DT

Issued: 07/28/2022

Quote Expiration:

Estimated Contract Start Date: 11/01/2022

Account Number: 515485

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery;Invoice;Other - 1101 Texas Ave. 1101 Texas Ave. College Station, TX 77840 USA	College Station Fire Marshal's Office - TX 1101 Texas Ave. College Station, TX 77840 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	James Bishop Phone: (979) 764-3801 Email: jbishop@cstx.gov Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$31,821.88
ESTIMATED TOTAL W/ TAX	\$31,821.88

Discount Summary

Average Savings Per Year	\$3,752.77
TOTAL SAVINGS	\$37,527.72

Payment Summary

Date	Subtotal	Tax	Total
Oct 2022	\$3,182.18	\$0.00	\$3,182.18
Oct 2023	\$3,182.18	\$0.00	\$3,182.18
Oct 2024	\$3,182.18	\$0.00	\$3,182.18
Oct 2025	\$3,182.18	\$0.00	\$3,182.18
Oct 2026	\$3,182.18	\$0.00	\$3,182.18
Oct 2027	\$3,182.18	\$0.00	\$3,182.18
Oct 2028	\$3,182.18	\$0.00	\$3,182.18
Oct 2029	\$3,182.18	\$0.00	\$3,182.18
Oct 2030	\$3,182.18	\$0.00	\$3,182.18
Oct 2031	\$3,182.26	\$0.00	\$3,182.26
Total	\$31,821.88	\$0.00	\$31,821.88

Quote List Price: \$69,349.60
Quote Subtotal: \$31,821.88

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
BWC Unlimited with TAP								
80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	120m	4	\$660.00	\$304.84	\$1,219.36	\$0.00	\$1,219.36
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120m	4	\$4,680.00	\$2,161.61	\$8,646.44	\$0.00	\$8,646.44
73310	AXON CAMERA REFRESH TWO		4	\$768.00	\$354.73	\$1,418.92	\$0.00	\$1,418.92
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	120m	4	\$2,880.00	\$1,330.22	\$5,320.88	\$0.00	\$5,320.88
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		4	\$220.00	\$101.62	\$406.48	\$0.00	\$406.48
73309	AXON CAMERA REFRESH ONE		4	\$741.00	\$342.26	\$1,369.04	\$0.00	\$1,369.04
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		4	\$212.00	\$97.92	\$391.68	\$0.00	\$391.68
80464	EXT WARRANTY, CAMERA (TAP)	120m	4	\$1,400.40	\$646.82	\$2,587.28	\$0.00	\$2,587.28
AB3 1-Bay Dock Bundle								
71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT		4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74211	AXON BODY 3 - 1 BAY DOCK		4	\$200.00	\$100.00	\$400.00	\$0.00	\$400.00
AB3 Camera Bundle								
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		4	\$699.00	\$349.50	\$1,398.00	\$0.00	\$1,398.00
Pro License Bundle								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120m	1	\$4,680.00	\$2,449.80	\$2,449.80	\$0.00	\$2,449.80
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	120m	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Individual Items								
73478	REDACTION ASSISTANT USER LICENSE	120m	4	\$1,080.00	\$540.00	\$2,160.00	\$0.00	\$2,160.00
73346	AXON CAMERA REFRESH FOUR		4	\$792.00	\$396.00	\$1,584.00	\$0.00	\$1,584.00
73345	AXON CAMERA REFRESH THREE		4	\$784.00	\$392.00	\$1,568.00	\$0.00	\$1,568.00
73318	1-BAY DOCK AXON CAMERA REFRESH FOUR		4	\$227.00	\$113.50	\$454.00	\$0.00	\$454.00
73317	1-BAY DOCK AXON CAMERA REFRESH THREE		4	\$224.00	\$112.00	\$448.00	\$0.00	\$448.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	120m	50	\$48.00	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$31,821.88	\$0.00	\$31,821.88

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	4	10/01/2022
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	4	10/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	10/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	4	10/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	5	10/01/2022
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	4	04/01/2025
BWC Unlimited with TAP	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	04/01/2025
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	4	10/01/2027
BWC Unlimited with TAP	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	10/01/2027
A la Carte	73317	1-BAY DOCK AXON CAMERA REFRESH THREE	4	04/01/2030
A la Carte	73345	AXON CAMERA REFRESH THREE	4	04/01/2030
A la Carte	73318	1-BAY DOCK AXON CAMERA REFRESH FOUR	4	10/01/2032
A la Carte	73346	AXON CAMERA REFRESH FOUR	4	10/01/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	11/01/2022	10/31/2032
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	11/01/2022	10/31/2032
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	11/01/2022	10/31/2032
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	11/01/2022	10/31/2032
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	4	11/01/2022	10/31/2032
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	50	11/01/2022	10/31/2032

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	4	11/01/2022	10/31/2032
BWC Unlimited with TAP	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	11/01/2022	10/31/2032

Payment Details

Oct 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73309	AXON CAMERA REFRESH ONE	4	\$63.12	\$0.00	\$63.12
Year 1	73310	AXON CAMERA REFRESH TWO	4	\$65.42	\$0.00	\$65.42
Year 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$18.06	\$0.00	\$18.06
Year 1	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$18.74	\$0.00	\$18.74
Year 1	73317	1-BAY DOCK AXON CAMERA REFRESH THREE	4	\$20.65	\$0.00	\$20.65
Year 1	73318	1-BAY DOCK AXON CAMERA REFRESH FOUR	4	\$20.93	\$0.00	\$20.93
Year 1	73345	AXON CAMERA REFRESH THREE	4	\$72.29	\$0.00	\$72.29
Year 1	73346	AXON CAMERA REFRESH FOUR	4	\$73.03	\$0.00	\$73.03
Year 1	73478	REDACTION ASSISTANT USER LICENSE	4	\$99.58	\$0.00	\$99.58
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$245.30	\$0.00	\$245.30
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$398.62	\$0.00	\$398.62
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$112.94	\$0.00	\$112.94
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	4	\$119.28	\$0.00	\$119.28
Year 1	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$56.22	\$0.00	\$56.22
Invoice Upon Fulfillment	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	4	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	4	\$1,398.00	\$0.00	\$1,398.00
Invoice Upon Fulfillment	74028	WING CLIP MOUNT, AXON RAPIDLOCK	5	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	74211	AXON BODY 3 - 1 BAY DOCK	4	\$400.00	\$0.00	\$400.00
Total				\$3,182.18	\$0.00	\$3,182.18

Nov 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	50	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73309	AXON CAMERA REFRESH ONE	4	\$145.10	\$0.00	\$145.10
Year 2	73310	AXON CAMERA REFRESH TWO	4	\$150.39	\$0.00	\$150.39
Year 2	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$41.51	\$0.00	\$41.51
Year 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.08	\$0.00	\$43.08
Year 2	73317	1-BAY DOCK AXON CAMERA REFRESH THREE	4	\$47.48	\$0.00	\$47.48
Year 2	73318	1-BAY DOCK AXON CAMERA REFRESH FOUR	4	\$48.12	\$0.00	\$48.12
Year 2	73345	AXON CAMERA REFRESH THREE	4	\$166.19	\$0.00	\$166.19
Year 2	73346	AXON CAMERA REFRESH FOUR	4	\$167.89	\$0.00	\$167.89
Year 2	73478	REDACTION ASSISTANT USER LICENSE	4	\$228.94	\$0.00	\$228.94
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$563.95	\$0.00	\$563.95
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$916.42	\$0.00	\$916.42
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$259.65	\$0.00	\$259.65

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	4	\$274.22	\$0.00	\$274.22
Year 2	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$129.24	\$0.00	\$129.24
Total				\$3,182.18	\$0.00	\$3,182.18

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73309	AXON CAMERA REFRESH ONE	4	\$145.10	\$0.00	\$145.10
Year 3	73310	AXON CAMERA REFRESH TWO	4	\$150.39	\$0.00	\$150.39
Year 3	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$41.51	\$0.00	\$41.51
Year 3	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.08	\$0.00	\$43.08
Year 3	73317	1-BAY DOCK AXON CAMERA REFRESH THREE	4	\$47.48	\$0.00	\$47.48
Year 3	73318	1-BAY DOCK AXON CAMERA REFRESH FOUR	4	\$48.12	\$0.00	\$48.12
Year 3	73345	AXON CAMERA REFRESH THREE	4	\$166.19	\$0.00	\$166.19
Year 3	73346	AXON CAMERA REFRESH FOUR	4	\$167.89	\$0.00	\$167.89
Year 3	73478	REDACTION ASSISTANT USER LICENSE	4	\$228.94	\$0.00	\$228.94
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$563.95	\$0.00	\$563.95
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$916.42	\$0.00	\$916.42
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$259.65	\$0.00	\$259.65
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	4	\$274.22	\$0.00	\$274.22
Year 3	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$129.24	\$0.00	\$129.24
Total				\$3,182.18	\$0.00	\$3,182.18

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73309	AXON CAMERA REFRESH ONE	4	\$145.10	\$0.00	\$145.10
Year 4	73310	AXON CAMERA REFRESH TWO	4	\$150.39	\$0.00	\$150.39
Year 4	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$41.51	\$0.00	\$41.51
Year 4	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.08	\$0.00	\$43.08
Year 4	73317	1-BAY DOCK AXON CAMERA REFRESH THREE	4	\$47.48	\$0.00	\$47.48
Year 4	73318	1-BAY DOCK AXON CAMERA REFRESH FOUR	4	\$48.12	\$0.00	\$48.12
Year 4	73345	AXON CAMERA REFRESH THREE	4	\$166.19	\$0.00	\$166.19
Year 4	73346	AXON CAMERA REFRESH FOUR	4	\$167.89	\$0.00	\$167.89
Year 4	73478	REDACTION ASSISTANT USER LICENSE	4	\$228.94	\$0.00	\$228.94
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$563.95	\$0.00	\$563.95
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$916.42	\$0.00	\$916.42
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$259.65	\$0.00	\$259.65
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	4	\$274.22	\$0.00	\$274.22
Year 4	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$129.24	\$0.00	\$129.24
Total				\$3,182.18	\$0.00	\$3,182.18

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73309	AXON CAMERA REFRESH ONE	4	\$145.10	\$0.00	\$145.10

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73310	AXON CAMERA REFRESH TWO	4	\$150.39	\$0.00	\$150.39
Year 5	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$41.51	\$0.00	\$41.51
Year 5	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.08	\$0.00	\$43.08
Year 5	73317	1-BAY DOCK AXON CAMERA REFRESH THREE	4	\$47.48	\$0.00	\$47.48
Year 5	73318	1-BAY DOCK AXON CAMERA REFRESH FOUR	4	\$48.12	\$0.00	\$48.12
Year 5	73345	AXON CAMERA REFRESH THREE	4	\$166.19	\$0.00	\$166.19
Year 5	73346	AXON CAMERA REFRESH FOUR	4	\$167.89	\$0.00	\$167.89
Year 5	73478	REDACTION ASSISTANT USER LICENSE	4	\$228.94	\$0.00	\$228.94
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$563.95	\$0.00	\$563.95
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$916.42	\$0.00	\$916.42
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$259.65	\$0.00	\$259.65
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	4	\$274.22	\$0.00	\$274.22
Year 5	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$129.24	\$0.00	\$129.24
Total				\$3,182.18	\$0.00	\$3,182.18

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	73309	AXON CAMERA REFRESH ONE	4	\$145.10	\$0.00	\$145.10
Year 6	73310	AXON CAMERA REFRESH TWO	4	\$150.39	\$0.00	\$150.39
Year 6	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$41.51	\$0.00	\$41.51
Year 6	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.08	\$0.00	\$43.08
Year 6	73317	1-BAY DOCK AXON CAMERA REFRESH THREE	4	\$47.48	\$0.00	\$47.48
Year 6	73318	1-BAY DOCK AXON CAMERA REFRESH FOUR	4	\$48.12	\$0.00	\$48.12
Year 6	73345	AXON CAMERA REFRESH THREE	4	\$166.19	\$0.00	\$166.19
Year 6	73346	AXON CAMERA REFRESH FOUR	4	\$167.89	\$0.00	\$167.89
Year 6	73478	REDACTION ASSISTANT USER LICENSE	4	\$228.94	\$0.00	\$228.94
Year 6	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 6	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$563.95	\$0.00	\$563.95
Year 6	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$916.42	\$0.00	\$916.42
Year 6	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$259.65	\$0.00	\$259.65
Year 6	80464	EXT WARRANTY, CAMERA (TAP)	4	\$274.22	\$0.00	\$274.22
Year 6	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$129.24	\$0.00	\$129.24
Total				\$3,182.18	\$0.00	\$3,182.18

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	73309	AXON CAMERA REFRESH ONE	4	\$145.10	\$0.00	\$145.10
Year 7	73310	AXON CAMERA REFRESH TWO	4	\$150.39	\$0.00	\$150.39
Year 7	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$41.51	\$0.00	\$41.51
Year 7	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.08	\$0.00	\$43.08
Year 7	73317	1-BAY DOCK AXON CAMERA REFRESH THREE	4	\$47.48	\$0.00	\$47.48
Year 7	73318	1-BAY DOCK AXON CAMERA REFRESH FOUR	4	\$48.12	\$0.00	\$48.12
Year 7	73345	AXON CAMERA REFRESH THREE	4	\$166.19	\$0.00	\$166.19
Year 7	73346	AXON CAMERA REFRESH FOUR	4	\$167.89	\$0.00	\$167.89

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	73478	REDACTION ASSISTANT USER LICENSE	4	\$228.94	\$0.00	\$228.94
Year 7	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$563.95	\$0.00	\$563.95
Year 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$916.42	\$0.00	\$916.42
Year 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$259.65	\$0.00	\$259.65
Year 7	80464	EXT WARRANTY, CAMERA (TAP)	4	\$274.22	\$0.00	\$274.22
Year 7	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$129.24	\$0.00	\$129.24
Total				\$3,182.18	\$0.00	\$3,182.18

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	73309	AXON CAMERA REFRESH ONE	4	\$145.10	\$0.00	\$145.10
Year 8	73310	AXON CAMERA REFRESH TWO	4	\$150.39	\$0.00	\$150.39
Year 8	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$41.51	\$0.00	\$41.51
Year 8	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.08	\$0.00	\$43.08
Year 8	73317	1-BAY DOCK AXON CAMERA REFRESH THREE	4	\$47.48	\$0.00	\$47.48
Year 8	73318	1-BAY DOCK AXON CAMERA REFRESH FOUR	4	\$48.12	\$0.00	\$48.12
Year 8	73345	AXON CAMERA REFRESH THREE	4	\$166.19	\$0.00	\$166.19
Year 8	73346	AXON CAMERA REFRESH FOUR	4	\$167.89	\$0.00	\$167.89
Year 8	73478	REDACTION ASSISTANT USER LICENSE	4	\$228.94	\$0.00	\$228.94
Year 8	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 8	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$563.95	\$0.00	\$563.95
Year 8	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$916.42	\$0.00	\$916.42
Year 8	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$259.65	\$0.00	\$259.65
Year 8	80464	EXT WARRANTY, CAMERA (TAP)	4	\$274.22	\$0.00	\$274.22
Year 8	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$129.24	\$0.00	\$129.24
Total				\$3,182.18	\$0.00	\$3,182.18

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	73309	AXON CAMERA REFRESH ONE	4	\$145.10	\$0.00	\$145.10
Year 9	73310	AXON CAMERA REFRESH TWO	4	\$150.39	\$0.00	\$150.39
Year 9	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$41.51	\$0.00	\$41.51
Year 9	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.08	\$0.00	\$43.08
Year 9	73317	1-BAY DOCK AXON CAMERA REFRESH THREE	4	\$47.48	\$0.00	\$47.48
Year 9	73318	1-BAY DOCK AXON CAMERA REFRESH FOUR	4	\$48.12	\$0.00	\$48.12
Year 9	73345	AXON CAMERA REFRESH THREE	4	\$166.19	\$0.00	\$166.19
Year 9	73346	AXON CAMERA REFRESH FOUR	4	\$167.89	\$0.00	\$167.89
Year 9	73478	REDACTION ASSISTANT USER LICENSE	4	\$228.94	\$0.00	\$228.94
Year 9	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 9	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$563.95	\$0.00	\$563.95
Year 9	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$916.42	\$0.00	\$916.42
Year 9	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$259.65	\$0.00	\$259.65
Year 9	80464	EXT WARRANTY, CAMERA (TAP)	4	\$274.22	\$0.00	\$274.22
Year 9	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$129.24	\$0.00	\$129.24

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$3,182.18	\$0.00	\$3,182.18

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	73309	AXON CAMERA REFRESH ONE	4	\$145.12	\$0.00	\$145.12
Year 10	73310	AXON CAMERA REFRESH TWO	4	\$150.38	\$0.00	\$150.38
Year 10	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	4	\$41.54	\$0.00	\$41.54
Year 10	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	4	\$43.10	\$0.00	\$43.10
Year 10	73317	1-BAY DOCK AXON CAMERA REFRESH THREE	4	\$47.51	\$0.00	\$47.51
Year 10	73318	1-BAY DOCK AXON CAMERA REFRESH FOUR	4	\$48.11	\$0.00	\$48.11
Year 10	73345	AXON CAMERA REFRESH THREE	4	\$166.19	\$0.00	\$166.19
Year 10	73346	AXON CAMERA REFRESH FOUR	4	\$167.85	\$0.00	\$167.85
Year 10	73478	REDACTION ASSISTANT USER LICENSE	4	\$228.90	\$0.00	\$228.90
Year 10	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 10	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	\$563.98	\$0.00	\$563.98
Year 10	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	\$916.46	\$0.00	\$916.46
Year 10	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$259.66	\$0.00	\$259.66
Year 10	80464	EXT WARRANTY, CAMERA (TAP)	4	\$274.24	\$0.00	\$274.24
Year 10	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	4	\$129.22	\$0.00	\$129.22
Total				\$3,182.26	\$0.00	\$3,182.26

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This quote is contingent upon execution of Q-380620

Signature

Date Signed

7/28/2022





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-380919-44770.633DT

Issued: 07/28/2022

Quote Expiration:

Estimated Contract Start Date: 11/01/2022

Account Number: 514495

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
College Station Code Enforcement 800 Krenek Tap Road College Station, TX 77840 USA	College Station Code Enforcement - TX 800 Krenek Tap Road College Station, TX 77840 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Michael Pavelka Phone: Email: Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$50,224.95
ESTIMATED TOTAL W/ TAX	\$50,224.95

Discount Summary

Average Savings Per Year	\$5,427.89
TOTAL SAVINGS	\$54,278.85

Payment Summary

Date	Subtotal	Tax	Total
Oct 2022	\$5,022.44	\$0.00	\$5,022.44
Oct 2023	\$5,022.53	\$0.00	\$5,022.53
Oct 2024	\$5,022.53	\$0.00	\$5,022.53
Oct 2025	\$5,022.53	\$0.00	\$5,022.53
Oct 2026	\$5,022.53	\$0.00	\$5,022.53
Oct 2027	\$5,022.53	\$0.00	\$5,022.53
Oct 2028	\$5,022.53	\$0.00	\$5,022.53
Oct 2029	\$5,022.53	\$0.00	\$5,022.53
Oct 2030	\$5,022.53	\$0.00	\$5,022.53
Oct 2031	\$5,022.27	\$0.00	\$5,022.27
Total	\$50,224.95	\$0.00	\$50,224.95

Quote List Price:
Quote Subtotal:

\$104,503.80
\$50,224.95

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
BWC Unlimited with TAP								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120m	7	\$4,680.00	\$2,213.47	\$15,494.29	\$0.00	\$15,494.29
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	120m	1	\$2,520.00	\$1,191.87	\$1,191.87	\$0.00	\$1,191.87
73688	MULTI-BAY BWC DOCK 2ND REFRESH		1	\$1,643.00	\$777.08	\$777.08	\$0.00	\$777.08
73310	AXON CAMERA REFRESH TWO		7	\$768.00	\$363.24	\$2,542.68	\$0.00	\$2,542.68
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	120m	7	\$2,880.00	\$1,362.13	\$9,534.91	\$0.00	\$9,534.91
73309	AXON CAMERA REFRESH ONE		7	\$741.00	\$350.47	\$2,453.29	\$0.00	\$2,453.29
73689	MULTI-BAY BWC DOCK 1ST REFRESH		1	\$1,585.00	\$749.65	\$749.65	\$0.00	\$749.65
80464	EXT WARRANTY, CAMERA (TAP)	120m	7	\$1,400.40	\$662.34	\$4,636.38	\$0.00	\$4,636.38
AB3 Camera Bundle								
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		7	\$699.00	\$349.50	\$2,446.50	\$0.00	\$2,446.50
AB3 Multi Bay Dock Bundle								
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74210	AXON BODY 3 - 8 BAY DOCK		1	\$1,495.00	\$747.50	\$747.50	\$0.00	\$747.50
Pro License Bundle								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120m	1	\$4,680.00	\$2,449.80	\$2,449.80	\$0.00	\$2,449.80
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	120m	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Individual Items								
73346	AXON CAMERA REFRESH FOUR		7	\$792.00	\$396.00	\$2,772.00	\$0.00	\$2,772.00
73345	AXON CAMERA REFRESH THREE		7	\$784.00	\$392.00	\$2,744.00	\$0.00	\$2,744.00
73347	MULTI-BAY BWC DOCK 3RD REFRESH		1	\$1,677.00	\$838.50	\$838.50	\$0.00	\$838.50
73348	MULTI-BAY BWC DOCK 4TH REFRESH		1	\$1,693.00	\$846.50	\$846.50	\$0.00	\$846.50
Total						\$50,224.95	\$0.00	\$50,224.95

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	8	10/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	7	10/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	8	10/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	10/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	1	10/01/2022
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	7	04/01/2025
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	04/01/2025
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	7	10/01/2027
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	10/01/2027
A la Carte	73345	AXON CAMERA REFRESH THREE	7	04/01/2030
A la Carte	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	04/01/2030
A la Carte	73346	AXON CAMERA REFRESH FOUR	7	10/01/2032
A la Carte	73348	MULTI-BAY BWC DOCK 4TH REFRESH	1	10/01/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	7	11/01/2022	10/31/2032
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	7	11/01/2022	10/31/2032
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	11/01/2022	10/31/2032
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	11/01/2022	10/31/2032

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	7	11/01/2022	10/31/2032
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	11/01/2022	10/31/2032

Payment Details

Oct 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73309	AXON CAMERA REFRESH ONE	7	\$95.38	\$0.00	\$95.38
Year 1	73310	AXON CAMERA REFRESH TWO	7	\$98.85	\$0.00	\$98.85
Year 1	73345	AXON CAMERA REFRESH THREE	7	\$106.68	\$0.00	\$106.68
Year 1	73346	AXON CAMERA REFRESH FOUR	7	\$107.77	\$0.00	\$107.77
Year 1	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	\$32.60	\$0.00	\$32.60
Year 1	73348	MULTI-BAY BWC DOCK 4TH REFRESH	1	\$32.91	\$0.00	\$32.91
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	7	\$370.69	\$0.00	\$370.69
Year 1	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$30.21	\$0.00	\$30.21
Year 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$29.14	\$0.00	\$29.14
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	7	\$602.38	\$0.00	\$602.38
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$95.24	\$0.00	\$95.24
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	7	\$180.25	\$0.00	\$180.25
Year 1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$46.34	\$0.00	\$46.34
Invoice Upon Fulfillment	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	8	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	7	\$2,446.50	\$0.00	\$2,446.50
Invoice Upon Fulfillment	74028	WING CLIP MOUNT, AXON RAPIDLOCK	8	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	74210	AXON BODY 3 - 8 BAY DOCK	1	\$747.50	\$0.00	\$747.50
Total				\$5,022.44	\$0.00	\$5,022.44

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73309	AXON CAMERA REFRESH ONE	7	\$261.99	\$0.00	\$261.99
Year 2	73310	AXON CAMERA REFRESH TWO	7	\$271.54	\$0.00	\$271.54
Year 2	73345	AXON CAMERA REFRESH THREE	7	\$293.04	\$0.00	\$293.04
Year 2	73346	AXON CAMERA REFRESH FOUR	7	\$296.03	\$0.00	\$296.03
Year 2	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	\$89.54	\$0.00	\$89.54
Year 2	73348	MULTI-BAY BWC DOCK 4TH REFRESH	1	\$90.40	\$0.00	\$90.40
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	7	\$1,018.25	\$0.00	\$1,018.25
Year 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$82.99	\$0.00	\$82.99
Year 2	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$80.06	\$0.00	\$80.06
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	7	\$1,654.66	\$0.00	\$1,654.66
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$261.62	\$0.00	\$261.62
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	7	\$495.13	\$0.00	\$495.13
Year 2	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$127.28	\$0.00	\$127.28
Total				\$5,022.53	\$0.00	\$5,022.53

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73309	AXON CAMERA REFRESH ONE	7	\$261.99	\$0.00	\$261.99

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73310	AXON CAMERA REFRESH TWO	7	\$271.54	\$0.00	\$271.54
Year 3	73345	AXON CAMERA REFRESH THREE	7	\$293.04	\$0.00	\$293.04
Year 3	73346	AXON CAMERA REFRESH FOUR	7	\$296.03	\$0.00	\$296.03
Year 3	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	\$89.54	\$0.00	\$89.54
Year 3	73348	MULTI-BAY BWC DOCK 4TH REFRESH	1	\$90.40	\$0.00	\$90.40
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	7	\$1,018.25	\$0.00	\$1,018.25
Year 3	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$82.99	\$0.00	\$82.99
Year 3	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$80.06	\$0.00	\$80.06
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	7	\$1,654.66	\$0.00	\$1,654.66
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$261.62	\$0.00	\$261.62
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	7	\$495.13	\$0.00	\$495.13
Year 3	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$127.28	\$0.00	\$127.28
Total				\$5,022.53	\$0.00	\$5,022.53

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73309	AXON CAMERA REFRESH ONE	7	\$261.99	\$0.00	\$261.99
Year 4	73310	AXON CAMERA REFRESH TWO	7	\$271.54	\$0.00	\$271.54
Year 4	73345	AXON CAMERA REFRESH THREE	7	\$293.04	\$0.00	\$293.04
Year 4	73346	AXON CAMERA REFRESH FOUR	7	\$296.03	\$0.00	\$296.03
Year 4	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	\$89.54	\$0.00	\$89.54
Year 4	73348	MULTI-BAY BWC DOCK 4TH REFRESH	1	\$90.40	\$0.00	\$90.40
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	7	\$1,018.25	\$0.00	\$1,018.25
Year 4	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$82.99	\$0.00	\$82.99
Year 4	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$80.06	\$0.00	\$80.06
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	7	\$1,654.66	\$0.00	\$1,654.66
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$261.62	\$0.00	\$261.62
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	7	\$495.13	\$0.00	\$495.13
Year 4	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$127.28	\$0.00	\$127.28
Total				\$5,022.53	\$0.00	\$5,022.53

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73309	AXON CAMERA REFRESH ONE	7	\$261.99	\$0.00	\$261.99
Year 5	73310	AXON CAMERA REFRESH TWO	7	\$271.54	\$0.00	\$271.54
Year 5	73345	AXON CAMERA REFRESH THREE	7	\$293.04	\$0.00	\$293.04
Year 5	73346	AXON CAMERA REFRESH FOUR	7	\$296.03	\$0.00	\$296.03
Year 5	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	\$89.54	\$0.00	\$89.54
Year 5	73348	MULTI-BAY BWC DOCK 4TH REFRESH	1	\$90.40	\$0.00	\$90.40
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	7	\$1,018.25	\$0.00	\$1,018.25
Year 5	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$82.99	\$0.00	\$82.99
Year 5	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$80.06	\$0.00	\$80.06

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	7	\$1,654.66	\$0.00	\$1,654.66
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$261.62	\$0.00	\$261.62
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	7	\$495.13	\$0.00	\$495.13
Year 5	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$127.28	\$0.00	\$127.28
Total				\$5,022.53	\$0.00	\$5,022.53

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	73309	AXON CAMERA REFRESH ONE	7	\$261.99	\$0.00	\$261.99
Year 6	73310	AXON CAMERA REFRESH TWO	7	\$271.54	\$0.00	\$271.54
Year 6	73345	AXON CAMERA REFRESH THREE	7	\$293.04	\$0.00	\$293.04
Year 6	73346	AXON CAMERA REFRESH FOUR	7	\$296.03	\$0.00	\$296.03
Year 6	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	\$89.54	\$0.00	\$89.54
Year 6	73348	MULTI-BAY BWC DOCK 4TH REFRESH	1	\$90.40	\$0.00	\$90.40
Year 6	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 6	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	7	\$1,018.25	\$0.00	\$1,018.25
Year 6	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$82.99	\$0.00	\$82.99
Year 6	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$80.06	\$0.00	\$80.06
Year 6	73746	PROFESSIONAL EVIDENCE.COM LICENSE	7	\$1,654.66	\$0.00	\$1,654.66
Year 6	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$261.62	\$0.00	\$261.62
Year 6	80464	EXT WARRANTY, CAMERA (TAP)	7	\$495.13	\$0.00	\$495.13
Year 6	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$127.28	\$0.00	\$127.28
Total				\$5,022.53	\$0.00	\$5,022.53

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	73309	AXON CAMERA REFRESH ONE	7	\$261.99	\$0.00	\$261.99
Year 7	73310	AXON CAMERA REFRESH TWO	7	\$271.54	\$0.00	\$271.54
Year 7	73345	AXON CAMERA REFRESH THREE	7	\$293.04	\$0.00	\$293.04
Year 7	73346	AXON CAMERA REFRESH FOUR	7	\$296.03	\$0.00	\$296.03
Year 7	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	\$89.54	\$0.00	\$89.54
Year 7	73348	MULTI-BAY BWC DOCK 4TH REFRESH	1	\$90.40	\$0.00	\$90.40
Year 7	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	7	\$1,018.25	\$0.00	\$1,018.25
Year 7	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$82.99	\$0.00	\$82.99
Year 7	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$80.06	\$0.00	\$80.06
Year 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	7	\$1,654.66	\$0.00	\$1,654.66
Year 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$261.62	\$0.00	\$261.62
Year 7	80464	EXT WARRANTY, CAMERA (TAP)	7	\$495.13	\$0.00	\$495.13
Year 7	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$127.28	\$0.00	\$127.28
Total				\$5,022.53	\$0.00	\$5,022.53

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	73309	AXON CAMERA REFRESH ONE	7	\$261.99	\$0.00	\$261.99

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	73310	AXON CAMERA REFRESH TWO	7	\$271.54	\$0.00	\$271.54
Year 8	73345	AXON CAMERA REFRESH THREE	7	\$293.04	\$0.00	\$293.04
Year 8	73346	AXON CAMERA REFRESH FOUR	7	\$296.03	\$0.00	\$296.03
Year 8	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	\$89.54	\$0.00	\$89.54
Year 8	73348	MULTI-BAY BWC DOCK 4TH REFRESH	1	\$90.40	\$0.00	\$90.40
Year 8	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 8	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	7	\$1,018.25	\$0.00	\$1,018.25
Year 8	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$82.99	\$0.00	\$82.99
Year 8	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$80.06	\$0.00	\$80.06
Year 8	73746	PROFESSIONAL EVIDENCE.COM LICENSE	7	\$1,654.66	\$0.00	\$1,654.66
Year 8	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$261.62	\$0.00	\$261.62
Year 8	80464	EXT WARRANTY, CAMERA (TAP)	7	\$495.13	\$0.00	\$495.13
Year 8	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$127.28	\$0.00	\$127.28
Total				\$5,022.53	\$0.00	\$5,022.53

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	73309	AXON CAMERA REFRESH ONE	7	\$261.99	\$0.00	\$261.99
Year 9	73310	AXON CAMERA REFRESH TWO	7	\$271.54	\$0.00	\$271.54
Year 9	73345	AXON CAMERA REFRESH THREE	7	\$293.04	\$0.00	\$293.04
Year 9	73346	AXON CAMERA REFRESH FOUR	7	\$296.03	\$0.00	\$296.03
Year 9	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	\$89.54	\$0.00	\$89.54
Year 9	73348	MULTI-BAY BWC DOCK 4TH REFRESH	1	\$90.40	\$0.00	\$90.40
Year 9	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 9	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	7	\$1,018.25	\$0.00	\$1,018.25
Year 9	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$82.99	\$0.00	\$82.99
Year 9	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$80.06	\$0.00	\$80.06
Year 9	73746	PROFESSIONAL EVIDENCE.COM LICENSE	7	\$1,654.66	\$0.00	\$1,654.66
Year 9	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$261.62	\$0.00	\$261.62
Year 9	80464	EXT WARRANTY, CAMERA (TAP)	7	\$495.13	\$0.00	\$495.13
Year 9	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$127.28	\$0.00	\$127.28
Total				\$5,022.53	\$0.00	\$5,022.53

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	73309	AXON CAMERA REFRESH ONE	7	\$261.99	\$0.00	\$261.99
Year 10	73310	AXON CAMERA REFRESH TWO	7	\$271.51	\$0.00	\$271.51
Year 10	73345	AXON CAMERA REFRESH THREE	7	\$293.00	\$0.00	\$293.00
Year 10	73346	AXON CAMERA REFRESH FOUR	7	\$295.99	\$0.00	\$295.99
Year 10	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	\$89.58	\$0.00	\$89.58
Year 10	73348	MULTI-BAY BWC DOCK 4TH REFRESH	1	\$90.39	\$0.00	\$90.39
Year 10	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 10	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	7	\$1,018.22	\$0.00	\$1,018.22
Year 10	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$82.95	\$0.00	\$82.95
Year 10	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$80.03	\$0.00	\$80.03

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	73746	PROFESSIONAL EVIDENCE.COM LICENSE	7	\$1,654.63	\$0.00	\$1,654.63
Year 10	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$261.60	\$0.00	\$261.60
Year 10	80464	EXT WARRANTY, CAMERA (TAP)	7	\$495.09	\$0.00	\$495.09
Year 10	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$127.29	\$0.00	\$127.29
Total				\$5,022.27	\$0.00	\$5,022.27

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This quote is contingent upon execution of Q-380620

Signature

Date Signed

7/28/2022





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-380960-44770.635DT

Issued: 07/28/2022

Quote Expiration:

Estimated Contract Start Date: 11/01/2022

Account Number: 514490

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
College Station Support PD - TX 800 Krenek Tap Road College Station, TX 77840 USA	College Station Support PD - TX 800 Krenek Tap Road College Station, TX 77840 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Mike Pavelka Phone: Email: Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$85,045.06
ESTIMATED TOTAL W/ TAX	\$85,045.06

Discount Summary

Average Savings Per Year	\$9,379.37
TOTAL SAVINGS	\$93,793.74

Payment Summary

Date	Subtotal	Tax	Total
Oct 2022	\$8,504.52	\$0.00	\$8,504.52
Oct 2023	\$8,504.49	\$0.00	\$8,504.49
Oct 2024	\$8,504.49	\$0.00	\$8,504.49
Oct 2025	\$8,504.49	\$0.00	\$8,504.49
Oct 2026	\$8,504.49	\$0.00	\$8,504.49
Oct 2027	\$8,504.49	\$0.00	\$8,504.49
Oct 2028	\$8,504.49	\$0.00	\$8,504.49
Oct 2029	\$8,504.49	\$0.00	\$8,504.49
Oct 2030	\$8,504.49	\$0.00	\$8,504.49
Oct 2031	\$8,504.62	\$0.00	\$8,504.62
Total	\$85,045.06	\$0.00	\$85,045.06

Quote List Price:
Quote Subtotal:

\$178,838.80
\$85,045.06

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
BWC Unlimited with TAP								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120m	12	\$4,680.00	\$2,186.96	\$26,243.52	\$0.00	\$26,243.52
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	120m	2	\$2,520.00	\$1,177.59	\$2,355.18	\$0.00	\$2,355.18
73688	MULTI-BAY BWC DOCK 2ND REFRESH		2	\$1,643.00	\$767.77	\$1,535.54	\$0.00	\$1,535.54
73310	AXON CAMERA REFRESH TWO		12	\$768.00	\$358.89	\$4,306.68	\$0.00	\$4,306.68
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	120m	12	\$2,880.00	\$1,345.82	\$16,149.84	\$0.00	\$16,149.84
73309	AXON CAMERA REFRESH ONE		12	\$741.00	\$346.27	\$4,155.24	\$0.00	\$4,155.24
73689	MULTI-BAY BWC DOCK 1ST REFRESH		2	\$1,585.00	\$740.67	\$1,481.34	\$0.00	\$1,481.34
80464	EXT WARRANTY, CAMERA (TAP)	120m	12	\$1,400.40	\$654.41	\$7,852.92	\$0.00	\$7,852.92
AB3 Camera Bundle								
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		12	\$699.00	\$349.50	\$4,194.00	\$0.00	\$4,194.00
AB3 Multi Bay Dock Bundle								
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74210	AXON BODY 3 - 8 BAY DOCK		2	\$1,495.00	\$747.50	\$1,495.00	\$0.00	\$1,495.00
Pro License Bundle								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120m	1	\$4,680.00	\$2,449.80	\$2,449.80	\$0.00	\$2,449.80
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	120m	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Individual Items								
73346	AXON CAMERA REFRESH FOUR		12	\$792.00	\$396.00	\$4,752.00	\$0.00	\$4,752.00
73345	AXON CAMERA REFRESH THREE		12	\$784.00	\$392.00	\$4,704.00	\$0.00	\$4,704.00
73347	MULTI-BAY BWC DOCK 3RD REFRESH		2	\$1,677.00	\$838.50	\$1,677.00	\$0.00	\$1,677.00
73348	MULTI-BAY BWC DOCK 4TH REFRESH		2	\$1,693.00	\$846.50	\$1,693.00	\$0.00	\$1,693.00
Total						\$85,045.06	\$0.00	\$85,045.06

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	14	10/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	12	10/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	14	10/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	10/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	2	10/01/2022
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	12	03/01/2025
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	03/01/2025
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	12	10/01/2027
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	10/01/2027
A la Carte	73345	AXON CAMERA REFRESH THREE	12	04/01/2030
A la Carte	73347	MULTI-BAY BWC DOCK 3RD REFRESH	2	04/01/2030
A la Carte	73346	AXON CAMERA REFRESH FOUR	12	10/01/2032
A la Carte	73348	MULTI-BAY BWC DOCK 4TH REFRESH	2	10/01/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	11/01/2022	10/31/2032
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	11/01/2022	10/31/2032
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	11/01/2022	10/31/2032
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	11/01/2022	10/31/2032

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	12	11/01/2022	10/31/2032
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	11/01/2022	10/31/2032

Payment Details

Oct 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73309	AXON CAMERA REFRESH ONE	12	\$147.43	\$0.00	\$147.43
Year 1	73310	AXON CAMERA REFRESH TWO	12	\$152.80	\$0.00	\$152.80
Year 1	73345	AXON CAMERA REFRESH THREE	12	\$166.89	\$0.00	\$166.89
Year 1	73346	AXON CAMERA REFRESH FOUR	12	\$168.60	\$0.00	\$168.60
Year 1	73347	MULTI-BAY BWC DOCK 3RD REFRESH	2	\$59.50	\$0.00	\$59.50
Year 1	73348	MULTI-BAY BWC DOCK 4TH REFRESH	2	\$60.07	\$0.00	\$60.07
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	\$572.99	\$0.00	\$572.99
Year 1	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$54.48	\$0.00	\$54.48
Year 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$52.56	\$0.00	\$52.56
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	\$931.10	\$0.00	\$931.10
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$86.92	\$0.00	\$86.92
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	12	\$278.62	\$0.00	\$278.62
Year 1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$83.56	\$0.00	\$83.56
Invoice Upon Fulfillment	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	14	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	12	\$4,194.00	\$0.00	\$4,194.00
Invoice Upon Fulfillment	74028	WING CLIP MOUNT, AXON RAPIDLOCK	14	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	74210	AXON BODY 3 - 8 BAY DOCK	2	\$1,495.00	\$0.00	\$1,495.00
Total				\$8,504.52	\$0.00	\$8,504.52

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73309	AXON CAMERA REFRESH ONE	12	\$445.31	\$0.00	\$445.31
Year 2	73310	AXON CAMERA REFRESH TWO	12	\$461.54	\$0.00	\$461.54
Year 2	73345	AXON CAMERA REFRESH THREE	12	\$504.12	\$0.00	\$504.12
Year 2	73346	AXON CAMERA REFRESH FOUR	12	\$509.27	\$0.00	\$509.27
Year 2	73347	MULTI-BAY BWC DOCK 3RD REFRESH	2	\$179.72	\$0.00	\$179.72
Year 2	73348	MULTI-BAY BWC DOCK 4TH REFRESH	2	\$181.44	\$0.00	\$181.44
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	\$1,730.76	\$0.00	\$1,730.76
Year 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$164.56	\$0.00	\$164.56
Year 2	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$158.75	\$0.00	\$158.75
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	\$2,812.49	\$0.00	\$2,812.49
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$262.54	\$0.00	\$262.54
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	12	\$841.59	\$0.00	\$841.59
Year 2	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$252.40	\$0.00	\$252.40
Total				\$8,504.49	\$0.00	\$8,504.49

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73309	AXON CAMERA REFRESH ONE	12	\$445.31	\$0.00	\$445.31

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73310	AXON CAMERA REFRESH TWO	12	\$461.54	\$0.00	\$461.54
Year 3	73345	AXON CAMERA REFRESH THREE	12	\$504.12	\$0.00	\$504.12
Year 3	73346	AXON CAMERA REFRESH FOUR	12	\$509.27	\$0.00	\$509.27
Year 3	73347	MULTI-BAY BWC DOCK 3RD REFRESH	2	\$179.72	\$0.00	\$179.72
Year 3	73348	MULTI-BAY BWC DOCK 4TH REFRESH	2	\$181.44	\$0.00	\$181.44
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	\$1,730.76	\$0.00	\$1,730.76
Year 3	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$164.56	\$0.00	\$164.56
Year 3	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$158.75	\$0.00	\$158.75
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	\$2,812.49	\$0.00	\$2,812.49
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$262.54	\$0.00	\$262.54
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	12	\$841.59	\$0.00	\$841.59
Year 3	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$252.40	\$0.00	\$252.40
Total				\$8,504.49	\$0.00	\$8,504.49

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73309	AXON CAMERA REFRESH ONE	12	\$445.31	\$0.00	\$445.31
Year 4	73310	AXON CAMERA REFRESH TWO	12	\$461.54	\$0.00	\$461.54
Year 4	73345	AXON CAMERA REFRESH THREE	12	\$504.12	\$0.00	\$504.12
Year 4	73346	AXON CAMERA REFRESH FOUR	12	\$509.27	\$0.00	\$509.27
Year 4	73347	MULTI-BAY BWC DOCK 3RD REFRESH	2	\$179.72	\$0.00	\$179.72
Year 4	73348	MULTI-BAY BWC DOCK 4TH REFRESH	2	\$181.44	\$0.00	\$181.44
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	\$1,730.76	\$0.00	\$1,730.76
Year 4	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$164.56	\$0.00	\$164.56
Year 4	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$158.75	\$0.00	\$158.75
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	\$2,812.49	\$0.00	\$2,812.49
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$262.54	\$0.00	\$262.54
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	12	\$841.59	\$0.00	\$841.59
Year 4	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$252.40	\$0.00	\$252.40
Total				\$8,504.49	\$0.00	\$8,504.49

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73309	AXON CAMERA REFRESH ONE	12	\$445.31	\$0.00	\$445.31
Year 5	73310	AXON CAMERA REFRESH TWO	12	\$461.54	\$0.00	\$461.54
Year 5	73345	AXON CAMERA REFRESH THREE	12	\$504.12	\$0.00	\$504.12
Year 5	73346	AXON CAMERA REFRESH FOUR	12	\$509.27	\$0.00	\$509.27
Year 5	73347	MULTI-BAY BWC DOCK 3RD REFRESH	2	\$179.72	\$0.00	\$179.72
Year 5	73348	MULTI-BAY BWC DOCK 4TH REFRESH	2	\$181.44	\$0.00	\$181.44
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	\$1,730.76	\$0.00	\$1,730.76
Year 5	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$164.56	\$0.00	\$164.56
Year 5	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$158.75	\$0.00	\$158.75

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	\$2,812.49	\$0.00	\$2,812.49
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$262.54	\$0.00	\$262.54
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	12	\$841.59	\$0.00	\$841.59
Year 5	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$252.40	\$0.00	\$252.40
Total				\$8,504.49	\$0.00	\$8,504.49

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	73309	AXON CAMERA REFRESH ONE	12	\$445.31	\$0.00	\$445.31
Year 6	73310	AXON CAMERA REFRESH TWO	12	\$461.54	\$0.00	\$461.54
Year 6	73345	AXON CAMERA REFRESH THREE	12	\$504.12	\$0.00	\$504.12
Year 6	73346	AXON CAMERA REFRESH FOUR	12	\$509.27	\$0.00	\$509.27
Year 6	73347	MULTI-BAY BWC DOCK 3RD REFRESH	2	\$179.72	\$0.00	\$179.72
Year 6	73348	MULTI-BAY BWC DOCK 4TH REFRESH	2	\$181.44	\$0.00	\$181.44
Year 6	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 6	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	\$1,730.76	\$0.00	\$1,730.76
Year 6	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$164.56	\$0.00	\$164.56
Year 6	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$158.75	\$0.00	\$158.75
Year 6	73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	\$2,812.49	\$0.00	\$2,812.49
Year 6	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$262.54	\$0.00	\$262.54
Year 6	80464	EXT WARRANTY, CAMERA (TAP)	12	\$841.59	\$0.00	\$841.59
Year 6	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$252.40	\$0.00	\$252.40
Total				\$8,504.49	\$0.00	\$8,504.49

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	73309	AXON CAMERA REFRESH ONE	12	\$445.31	\$0.00	\$445.31
Year 7	73310	AXON CAMERA REFRESH TWO	12	\$461.54	\$0.00	\$461.54
Year 7	73345	AXON CAMERA REFRESH THREE	12	\$504.12	\$0.00	\$504.12
Year 7	73346	AXON CAMERA REFRESH FOUR	12	\$509.27	\$0.00	\$509.27
Year 7	73347	MULTI-BAY BWC DOCK 3RD REFRESH	2	\$179.72	\$0.00	\$179.72
Year 7	73348	MULTI-BAY BWC DOCK 4TH REFRESH	2	\$181.44	\$0.00	\$181.44
Year 7	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	\$1,730.76	\$0.00	\$1,730.76
Year 7	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$164.56	\$0.00	\$164.56
Year 7	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$158.75	\$0.00	\$158.75
Year 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	\$2,812.49	\$0.00	\$2,812.49
Year 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$262.54	\$0.00	\$262.54
Year 7	80464	EXT WARRANTY, CAMERA (TAP)	12	\$841.59	\$0.00	\$841.59
Year 7	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$252.40	\$0.00	\$252.40
Total				\$8,504.49	\$0.00	\$8,504.49

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	73309	AXON CAMERA REFRESH ONE	12	\$445.31	\$0.00	\$445.31

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	73310	AXON CAMERA REFRESH TWO	12	\$461.54	\$0.00	\$461.54
Year 8	73345	AXON CAMERA REFRESH THREE	12	\$504.12	\$0.00	\$504.12
Year 8	73346	AXON CAMERA REFRESH FOUR	12	\$509.27	\$0.00	\$509.27
Year 8	73347	MULTI-BAY BWC DOCK 3RD REFRESH	2	\$179.72	\$0.00	\$179.72
Year 8	73348	MULTI-BAY BWC DOCK 4TH REFRESH	2	\$181.44	\$0.00	\$181.44
Year 8	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 8	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	\$1,730.76	\$0.00	\$1,730.76
Year 8	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$164.56	\$0.00	\$164.56
Year 8	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$158.75	\$0.00	\$158.75
Year 8	73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	\$2,812.49	\$0.00	\$2,812.49
Year 8	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$262.54	\$0.00	\$262.54
Year 8	80464	EXT WARRANTY, CAMERA (TAP)	12	\$841.59	\$0.00	\$841.59
Year 8	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$252.40	\$0.00	\$252.40
Total				\$8,504.49	\$0.00	\$8,504.49

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	73309	AXON CAMERA REFRESH ONE	12	\$445.31	\$0.00	\$445.31
Year 9	73310	AXON CAMERA REFRESH TWO	12	\$461.54	\$0.00	\$461.54
Year 9	73345	AXON CAMERA REFRESH THREE	12	\$504.12	\$0.00	\$504.12
Year 9	73346	AXON CAMERA REFRESH FOUR	12	\$509.27	\$0.00	\$509.27
Year 9	73347	MULTI-BAY BWC DOCK 3RD REFRESH	2	\$179.72	\$0.00	\$179.72
Year 9	73348	MULTI-BAY BWC DOCK 4TH REFRESH	2	\$181.44	\$0.00	\$181.44
Year 9	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 9	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	\$1,730.76	\$0.00	\$1,730.76
Year 9	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$164.56	\$0.00	\$164.56
Year 9	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$158.75	\$0.00	\$158.75
Year 9	73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	\$2,812.49	\$0.00	\$2,812.49
Year 9	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$262.54	\$0.00	\$262.54
Year 9	80464	EXT WARRANTY, CAMERA (TAP)	12	\$841.59	\$0.00	\$841.59
Year 9	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$252.40	\$0.00	\$252.40
Total				\$8,504.49	\$0.00	\$8,504.49

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	73309	AXON CAMERA REFRESH ONE	12	\$445.33	\$0.00	\$445.33
Year 10	73310	AXON CAMERA REFRESH TWO	12	\$461.56	\$0.00	\$461.56
Year 10	73345	AXON CAMERA REFRESH THREE	12	\$504.15	\$0.00	\$504.15
Year 10	73346	AXON CAMERA REFRESH FOUR	12	\$509.24	\$0.00	\$509.24
Year 10	73347	MULTI-BAY BWC DOCK 3RD REFRESH	2	\$179.74	\$0.00	\$179.74
Year 10	73348	MULTI-BAY BWC DOCK 4TH REFRESH	2	\$181.41	\$0.00	\$181.41
Year 10	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3	\$0.00	\$0.00	\$0.00
Year 10	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	\$1,730.77	\$0.00	\$1,730.77
Year 10	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$164.58	\$0.00	\$164.58
Year 10	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$158.78	\$0.00	\$158.78

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	\$2,812.50	\$0.00	\$2,812.50
Year 10	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	\$262.56	\$0.00	\$262.56
Year 10	80464	EXT WARRANTY, CAMERA (TAP)	12	\$841.58	\$0.00	\$841.58
Year 10	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$252.42	\$0.00	\$252.42
Total				\$8,504.62	\$0.00	\$8,504.62

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This quote is contingent upon execution of Q-380620

Signature

Date Signed

7/28/2022





Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-380620-44771.816DT

Issued: 07/29/2022

Quote Expiration:

Estimated Contract Start Date: 11/01/2022

Account Number: 116837

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
College Station Police Dept 800 Krenek Tap Road College Station, TX 77840 USA	College Station Police Dept. - TX 800 Krenek Tap Rd College Station, TX 77840-5028 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Jason Arnold Phone: Email: jearnold@cstx.gov Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$6,210,299.59
ESTIMATED TOTAL W/ TAX	\$6,210,299.59

Discount Summary

Average Savings Per Year	\$383,206.96
TOTAL SAVINGS	\$3,832,069.63

Payment Summary

Date	Subtotal	Tax	Total
Oct 2022	\$540,109.57	\$0.00	\$540,109.57
Apr 2023	\$80,920.41	\$0.00	\$80,920.41
Oct 2023	\$621,029.92	\$0.00	\$621,029.92
Oct 2024	\$621,029.92	\$0.00	\$621,029.92
Oct 2025	\$621,029.92	\$0.00	\$621,029.92
Oct 2026	\$621,029.92	\$0.00	\$621,029.92
Oct 2027	\$621,029.92	\$0.00	\$621,029.92
Oct 2028	\$621,029.92	\$0.00	\$621,029.92
Oct 2029	\$621,029.92	\$0.00	\$621,029.92
Oct 2030	\$621,029.92	\$0.00	\$621,029.92
Oct 2031	\$621,030.25	\$0.00	\$621,030.25
Total	\$6,210,299.59	\$0.00	\$6,210,299.59

Quote Unbundled Price:	\$10,042,369.22
Quote List Price:	\$8,415,340.28
Quote Subtotal:	\$6,210,299.59

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	49	6		\$51.24	\$34.16	\$10,043.04	\$0.00	\$10,043.04
Fleet2-TAP	Fleet 2 Without TAP	51	6		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2	6		\$108.00	\$144.00	\$1,728.00	\$0.00	\$1,728.00
Fleet2-TAP	Fleet 2 Without TAP	51	6	\$94.20	\$94.20	\$84.00	\$25,704.00	\$0.00	\$25,704.00
2022OSP7+Premium10Year	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	153	120	\$342.61	\$260.66	\$260.86	\$4,789,402.55	\$0.00	\$4,789,402.55
Fleet3A10Yr	Fleet 3 Advanced 10 Year	49	114	\$202.84	\$184.93	\$127.25	\$710,841.37	\$0.00	\$710,841.37
Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	114	\$228.59	\$184.93	\$162.87	\$37,134.18	\$0.00	\$37,134.18
BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	120	\$67.48	\$30.88	\$0.00	\$0.00	\$0.00	\$0.00
BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	11	120	\$32.07	\$29.31	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Hardware									
12346	AXON AIR, FOTOKITE SIGMA MOBILE	2			\$29,950.00	\$29,950.00	\$59,900.00	\$0.00	\$59,900.00
12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	2			\$469.00	\$469.00	\$938.00	\$0.00	\$938.00
12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	2			\$6,500.00	\$6,500.00	\$13,000.00	\$0.00	\$13,000.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	49			\$1,249.00	\$1,249.00	\$61,201.00	\$0.00	\$61,201.00
AB3C	AB3 Camera Bundle	4			\$699.00	\$699.00	\$2,796.00	\$0.00	\$2,796.00
AB3MBD	AB3 Multi Bay Dock Bundle	1			\$1,495.00	\$1,495.00	\$1,495.00	\$0.00	\$1,495.00
Flex2C	Flex 2 Camera Bundle	10			\$732.00	\$732.00	\$7,320.00	\$0.00	\$7,320.00
Flex2MBD	Flex 2 Multi-Bay Dock Bundle	2			\$1,563.00	\$1,563.00	\$3,126.00	\$0.00	\$3,126.00
AB3C	AB3 Camera Bundle	16			\$699.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	2			\$1,495.00	\$0.00	\$0.00	\$0.00	\$0.00
Flex2C	Flex 2 Camera Bundle	1			\$732.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
100112	AXON AIR, E.COM PILOT DATA LIC	2	120		\$30.00	\$30.00	\$7,200.00	\$0.00	\$7,200.00
12344	AXON AIR, FOTOKITE CONNECT LICENSE	2	120		\$275.00	\$275.00	\$66,000.00	\$0.00	\$66,000.00
12022	AXON AIR, CLASS 1 UAS LICENSE	2	120		\$167.00	\$167.00	\$40,080.00	\$0.00	\$40,080.00
20370	FULL VR TASER 7 ADD-ON USER ACCESS	30	120		\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
73893	STANDARDS LICENSE, NON-SWORN	58	120		\$20.00	\$0.00	\$0.00	\$0.00	\$0.00
BasicLicense	Basic License Bundle	20	120		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
ProLicense	Pro License Bundle	37	120		\$39.00	\$40.83	\$181,285.20	\$0.00	\$181,285.20
A la Carte Services									
85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1			\$17,000.00	\$17,000.00	\$17,000.00	\$0.00	\$17,000.00
85055	AXON FULL SERVICE	1			\$17,000.00	\$17,000.00	\$17,000.00	\$0.00	\$17,000.00
100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	2	120		\$2,995.00	\$249.58	\$59,900.00	\$0.00	\$59,900.00
73897	STANDARDS SERVICE, PREMIUM	1			\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49			\$800.00	\$0.00	\$0.00	\$0.00	\$0.00

A la Carte Warranties								
80397	EXT WARRANTY, FLEET 2 KIT	51	121	\$6.50	\$0.19	\$1,160.25	\$0.00	\$1,160.25
100371	AXON AIR, FOTOKITE SIGMA EXTENDED WARRANTY	2	120	\$1,775.00	\$147.92	\$35,500.00	\$0.00	\$35,500.00
11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	51	54	\$180.00	\$14.72	\$40,545.00	\$0.00	\$40,545.00
Total						\$6,210,299.59	\$0.00	\$6,210,299.59

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	153	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	5	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20018	TASER 7 BATTERY PACK, TACTICAL	183	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	153	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20188	VR CONTROLLER KIT PELICAN CASE	3	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	3	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	3	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20298	VR-ENABLED GLOCK 19 CONTROLLER	3	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20378	HTC FOCUS 3 VR HEADSET	7	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	459	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	306	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	459	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	306	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	306	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	306	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	6	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	6	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	306	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	74200	TASER 7 6-BAY DOCK AND CORE	2	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	75015	SIGNAL SIDEARM KIT	153	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	3	10/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	3	10/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	10/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	18	10/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	4	10/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	10/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	16	10/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	5	10/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	18	10/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	10/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	10/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	1	10/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	2	10/01/2022
Flex 2 Camera Bundle	11528	FLEX 2 CAMERA, (ONLINE)	10	10/01/2022
Flex 2 Camera Bundle	11528	FLEX 2 CAMERA, (ONLINE)	1	10/01/2022
Flex 2 Camera Bundle	11532	FLEX 2 CONTROLLER	10	10/01/2022
Flex 2 Camera Bundle	11532	FLEX 2 CONTROLLER	1	10/01/2022
Flex 2 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	2	10/01/2022

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Flex 2 Camera Bundle	11545	COLLAR MOUNT, FLEX 2	2	10/01/2022
Flex 2 Camera Bundle	11548	UNIVERSAL HELMET MOUNT, FLEX 2	11	10/01/2022
Flex 2 Camera Bundle	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	10	10/01/2022
Flex 2 Camera Bundle	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	1	10/01/2022
Flex 2 Multi-Bay Dock Bundle	11537	DOCK, FLEX 2, 6-BAY + CORE	2	10/01/2022
Flex 2 Multi-Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	10/01/2022
A la Carte	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	2	10/01/2022
A la Carte	12346	AXON AIR, FOTOKITE SIGMA MOBILE	2	10/01/2022
A la Carte	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	2	10/01/2022
Fleet 3 Advanced 10 Year	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	04/15/2023
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL UNIT	2	04/15/2023
Fleet 3 Advanced 10 Year	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	04/15/2023
Fleet 3 Advanced 10 Year	72034	FLEET SIM INSERTION, VZW	2	04/15/2023
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	49	04/15/2023
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	04/15/2023
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	04/15/2023
A la Carte	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	49	04/15/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	306	10/01/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	306	10/01/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	306	10/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	306	10/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	306	10/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	306	10/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100210	VIRTUAL REALITY TABLET REFRESH ONE	3	04/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20373	VIRTUAL REALITY HEADSET REFRESH ONE	7	04/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73309	AXON CAMERA REFRESH ONE	158	04/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73689	MULTI-BAY BWC DOCK 1ST REFRESH	20	04/01/2025
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	04/01/2025
Body Worn Camera TAP 10 Year Bundle	73309	AXON CAMERA REFRESH ONE	11	04/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	306	10/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	306	10/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	306	10/01/2026
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	306	10/01/2026
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100211	VIRTUAL REALITY TABLET REFRESH TWO	3	10/01/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20242	TASER CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	153	10/01/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20374	VIRTUAL REALITY HEADSET REFRESH TWO	7	10/01/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73310	AXON CAMERA REFRESH TWO	158	10/01/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73688	MULTI-BAY BWC DOCK 2ND REFRESH	20	10/01/2027
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	10/01/2027
Body Worn Camera TAP 10 Year Bundle	73310	AXON CAMERA REFRESH TWO	11	10/01/2027
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	49	10/01/2027
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	2	10/01/2027
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	1	10/01/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100212	VIRTUAL REALITY TABLET REFRESH THREE	3	04/01/2030
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20375	VIRTUAL REALITY HEADSET REFRESH THREE	7	04/01/2030
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73345	AXON CAMERA REFRESH THREE	158	04/01/2030
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73347	MULTI-BAY BWC DOCK 3RD REFRESH	20	04/01/2030

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	MULTI-BAY BWC DOCK 3RD REFRESH	2	04/01/2030
Body Worn Camera TAP 10 Year Bundle	73345	AXON CAMERA REFRESH THREE	11	04/01/2030
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73346	AXON CAMERA REFRESH FOUR	158	10/01/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73348	MULTI-BAY BWC DOCK 4TH REFRESH	20	10/01/2032
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73348	MULTI-BAY BWC DOCK 4TH REFRESH	2	10/01/2032
Body Worn Camera TAP 10 Year Bundle	73346	AXON CAMERA REFRESH FOUR	11	10/01/2032
Fleet 3 Advanced 10 Year	100092	FLEET REFRESH TWO, 2 CAMERA KIT	49	10/01/2032
Fleet 3 Advanced 10 Year	100092	FLEET REFRESH TWO, 2 CAMERA KIT	1	10/01/2032
Fleet 3 Advanced 10 Year	100092	FLEET REFRESH TWO, 2 CAMERA KIT	2	10/01/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100165	UNLIMITED 3RD-PARTY STORAGE	153	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20248	TASER 7 EVIDENCE.COM LICENSE	153	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20248	TASER 7 EVIDENCE.COM LICENSE	2	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20370	FULL VR TASER 7 ADD-ON USER ACCESS	153	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73478	REDACTION ASSISTANT USER LICENSE	153	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73618	CITIZEN FOR COMMUNITIES USER LICENSE	153	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73680	RESPOND DEVICE PLUS LICENSE	153	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73681	AXON RECORDS FULL	153	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73682	AUTO TAGGING LICENSE	153	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	153	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73687	EVIDENCE.COM VIEWER LICENSE	1	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73739	PERFORMANCE LICENSE	153	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73746	PROFESSIONAL EVIDENCE.COM LICENSE	153	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	85760	Auto-Transcribe Unlimited Service	153	11/01/2022	10/31/2032
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	20	11/01/2022	10/31/2032
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	20	11/01/2022	10/31/2032
Fleet 2 Without TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	102	11/01/2022	05/14/2023
Fleet 2 Without TAP	87050	FLEET VIEW XL LICENSE	51	11/01/2022	05/14/2023
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	111	11/01/2022	10/31/2032
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	37	11/01/2022	10/31/2032
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	2	11/01/2022	10/31/2032
A la Carte	12022	AXON AIR, CLASS 1 UAS LICENSE	2	11/01/2022	10/31/2032
A la Carte	12344	AXON AIR, FOTOKITE CONNECT LICENSE	2	11/01/2022	10/31/2032
A la Carte	20370	FULL VR TASER 7 ADD-ON USER ACCESS	30	11/01/2022	10/31/2032
A la Carte	73893	STANDARDS LICENSE, NON-SWORN	58	11/01/2022	10/31/2032
Fleet 3 Advanced 10 Year	80400	FLEET, VEHICLE LICENSE	49	05/15/2023	10/31/2032
Fleet 3 Advanced 10 Year	80400	FLEET, VEHICLE LICENSE	2	05/15/2023	10/31/2032
Fleet 3 Advanced 10 Year	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	49	05/15/2023	10/31/2032
Fleet 3 Advanced 10 Year	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	2	05/15/2023	10/31/2032
Fleet 3 Advanced 10 Year	80402	RESPOND DEVICE LICENSE - FLEET 3	49	05/15/2023	10/31/2032
Fleet 3 Advanced 10 Year	80402	RESPOND DEVICE LICENSE - FLEET 3	2	05/15/2023	10/31/2032
Fleet 3 Advanced 10 Year	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	98	05/15/2023	10/31/2032
Fleet 3 Advanced 10 Year	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	05/15/2023	10/31/2032

Services

Bundle	Item	Description	QTY
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	153
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80190	Evidence.com Channel Services	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80223	INACTIVE CHANNEL ACCESS LICENSE	1
Fleet 3 Advanced 10 Year	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	2
Fleet 3 Advanced 10 Year	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49
Fleet 3 Advanced 10 Year	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	2
A la Carte	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	2
A la Carte	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49
A la Carte	73897	STANDARDS SERVICE, PREMIUM	1
A la Carte	85055	AXON FULL SERVICE	1
A la Carte	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80397	EXT WARRANTY, FLEET 2 KIT	51	10/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100198	AXON VR CONTROLLER KIT - WARRANTY	3	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80464	EXT WARRANTY, CAMERA (TAP)	153	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80464	EXT WARRANTY, CAMERA (TAP)	5	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	20	11/01/2022	10/31/2032
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	11/01/2022	10/31/2032
A la Carte	100371	AXON AIR, FOTOKITE SIGMA EXTENDED WARRANTY	2	11/01/2022	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80374	EXT WARRANTY, TASER 7 BATTERY PACK	183	10/01/2023	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80395	EXT WARRANTY, TASER 7 HANDLE	153	10/01/2023	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80395	EXT WARRANTY, TASER 7 HANDLE	5	10/01/2023	10/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	10/01/2023	10/31/2032
Body Worn Camera TAP 10 Year Bundle	80464	EXT WARRANTY, CAMERA (TAP)	11	10/01/2023	10/31/2032
Fleet 3 Advanced 10 Year	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	04/15/2024	10/31/2032
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	49	04/15/2024	10/31/2032
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	04/15/2024	10/31/2032
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	04/15/2024	10/31/2032
A la Carte	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	51	05/15/2028	10/31/2032

Payment Details

Oct 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - OSP	2022OSP7+Premium10Year	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	153	\$449,870.79	\$0.00	\$449,870.79
Invoice Upon Fulfillment	AB3C	AB3 Camera Bundle	16	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	Flex2C	Flex 2 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 1 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$676.30	\$0.00	\$676.30
Year 1 - Air	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	2	\$5,626.43	\$0.00	\$5,626.43
Year 1 - Air	100371	AXON AIR, FOTOKITE SIGMA EXTENDED WARRANTY	2	\$3,334.53	\$0.00	\$3,334.53
Year 1 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	2	\$3,764.73	\$0.00	\$3,764.73
Year 1 - Air	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	2	\$88.11	\$0.00	\$88.11
Year 1 - Air	12344	AXON AIR, FOTOKITE CONNECT LICENSE	2	\$6,199.41	\$0.00	\$6,199.41
Year 1 - Air	12346	AXON AIR, FOTOKITE SIGMA MOBILE	2	\$5,626.43	\$0.00	\$5,626.43
Year 1 - Air	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	2	\$1,221.10	\$0.00	\$1,221.10
Year 1 - Axon	73897	STANDARDS SERVICE, PREMIUM	1	\$1,878.61	\$0.00	\$1,878.61
Year 1 - Axon	85055	AXON FULL SERVICE	1	\$1,596.82	\$0.00	\$1,596.82
Year 1 - Axon	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	\$1,596.82	\$0.00	\$1,596.82
Year 1 - Axon	BasicLicense	Basic License Bundle	20	\$0.00	\$0.00	\$0.00
Year 1 - Axon	ProLicense	Pro License Bundle	37	\$17,028.24	\$0.00	\$17,028.24
Year 1 - Upfront HW	AB3C	AB3 Camera Bundle	4	\$2,796.00	\$0.00	\$2,796.00
Year 1 - Upfront HW	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$1,495.00	\$0.00	\$1,495.00
Year 1 - Upfront HW	Flex2C	Flex 2 Camera Bundle	10	\$7,320.00	\$0.00	\$7,320.00
Year 1 - Upfront HW	Flex2MBD	Flex 2 Multi-Bay Dock Bundle	2	\$3,126.00	\$0.00	\$3,126.00
Year 1 - Fleet 2 GAP Coverage	80397	EXT WARRANTY, FLEET 2 KIT	51	\$1,160.25	\$0.00	\$1,160.25
Year 1 - Fleet 2 GAP Coverage	Fleet2-TAP	Fleet 2 Without TAP	51	\$0.00	\$0.00	\$0.00
Year 1 - Fleet 2 GAP Coverage	Fleet2-TAP	Fleet 2 Without TAP	51	\$25,704.00	\$0.00	\$25,704.00
Total				\$540,109.57	\$0.00	\$540,109.57

Nov 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	20370	FULL VR TASER 7 ADD-ON USER ACCESS	30	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73893	STANDARDS LICENSE, NON-SWORN	58	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	11	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	49	\$5,748.64	\$0.00	\$5,748.64
Year 1 - Fleet 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	51	\$3,808.41	\$0.00	\$3,808.41

Apr 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Fleet 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49	\$0.00	\$0.00	\$0.00
Year 1 - Fleet 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2	\$162.31	\$0.00	\$162.31
Year 1 - Fleet 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	49	\$943.35	\$0.00	\$943.35
Year 1 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	49	\$66,769.68	\$0.00	\$66,769.68
Year 1 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$3,488.02	\$0.00	\$3,488.02
Total				\$80,920.41	\$0.00	\$80,920.41

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - OSP	2022OSP7+Premium10Year	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	153	\$482,170.14	\$0.00	\$482,170.14
Year 2 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	49	\$6,161.37	\$0.00	\$6,161.37
Year 2 - Fleet 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	51	\$4,081.84	\$0.00	\$4,081.84
Year 2 - Fleet 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49	\$0.00	\$0.00	\$0.00
Year 2 - Fleet 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2	\$173.97	\$0.00	\$173.97
Year 2 - Fleet 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	49	\$1,011.08	\$0.00	\$1,011.08
Year 2 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	49	\$71,563.53	\$0.00	\$71,563.53
Year 2 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$3,738.47	\$0.00	\$3,738.47
Year 2 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$724.86	\$0.00	\$724.86
Year 2 - Air	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	2	\$6,030.40	\$0.00	\$6,030.40
Year 2 - Air	100371	AXON AIR, FOTOKITE SIGMA EXTENDED WARRANTY	2	\$3,573.94	\$0.00	\$3,573.94
Year 2 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	2	\$4,035.03	\$0.00	\$4,035.03
Year 2 - Air	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	2	\$94.43	\$0.00	\$94.43
Year 2 - Air	12344	AXON AIR, FOTOKITE CONNECT LICENSE	2	\$6,644.51	\$0.00	\$6,644.51
Year 2 - Air	12346	AXON AIR, FOTOKITE SIGMA MOBILE	2	\$6,030.40	\$0.00	\$6,030.40
Year 2 - Air	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	2	\$1,308.77	\$0.00	\$1,308.77
Year 2 - Axon	73897	STANDARDS SERVICE, PREMIUM	1	\$2,013.49	\$0.00	\$2,013.49
Year 2 - Axon	85055	AXON FULL SERVICE	1	\$1,711.46	\$0.00	\$1,711.46
Year 2 - Axon	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	\$1,711.46	\$0.00	\$1,711.46
Year 2 - Axon	BasicLicense	Basic License Bundle	20	\$0.00	\$0.00	\$0.00
Year 2 - Axon	ProLicense	Pro License Bundle	37	\$18,250.77	\$0.00	\$18,250.77
Total				\$621,029.92	\$0.00	\$621,029.92

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - OSP	2022OSP7+Premium10Year	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	153	\$482,170.14	\$0.00	\$482,170.14
Year 3 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	49	\$6,161.37	\$0.00	\$6,161.37
Year 3 - Fleet 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	51	\$4,081.84	\$0.00	\$4,081.84
Year 3 - Fleet 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49	\$0.00	\$0.00	\$0.00
Year 3 - Fleet 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2	\$173.97	\$0.00	\$173.97
Year 3 - Fleet 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	49	\$1,011.08	\$0.00	\$1,011.08
Year 3 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	49	\$71,563.53	\$0.00	\$71,563.53
Year 3 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$3,738.47	\$0.00	\$3,738.47
Year 3 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$724.86	\$0.00	\$724.86

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - Air	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	2	\$6,030.40	\$0.00	\$6,030.40
Year 3 - Air	100371	AXON AIR, FOTOKITE SIGMA EXTENDED WARRANTY	2	\$3,573.94	\$0.00	\$3,573.94
Year 3 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	2	\$4,035.03	\$0.00	\$4,035.03
Year 3 - Air	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	2	\$94.43	\$0.00	\$94.43
Year 3 - Air	12344	AXON AIR, FOTOKITE CONNECT LICENSE	2	\$6,644.51	\$0.00	\$6,644.51
Year 3 - Air	12346	AXON AIR, FOTOKITE SIGMA MOBILE	2	\$6,030.40	\$0.00	\$6,030.40
Year 3 - Air	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	2	\$1,308.77	\$0.00	\$1,308.77
Year 3 - Axon	73897	STANDARDS SERVICE, PREMIUM	1	\$2,013.49	\$0.00	\$2,013.49
Year 3 - Axon	85055	AXON FULL SERVICE	1	\$1,711.46	\$0.00	\$1,711.46
Year 3 - Axon	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	\$1,711.46	\$0.00	\$1,711.46
Year 3 - Axon	BasicLicense	Basic License Bundle	20	\$0.00	\$0.00	\$0.00
Year 3 - Axon	ProLicense	Pro License Bundle	37	\$18,250.77	\$0.00	\$18,250.77
Total				\$621,029.92	\$0.00	\$621,029.92

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 - OSP	2022OSP7+Premium10Year	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	153	\$482,170.14	\$0.00	\$482,170.14
Year 4 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	49	\$6,161.37	\$0.00	\$6,161.37
Year 4 - Fleet 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	51	\$4,081.84	\$0.00	\$4,081.84
Year 4 - Fleet 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49	\$0.00	\$0.00	\$0.00
Year 4 - Fleet 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2	\$173.97	\$0.00	\$173.97
Year 4 - Fleet 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	49	\$1,011.08	\$0.00	\$1,011.08
Year 4 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	49	\$71,563.53	\$0.00	\$71,563.53
Year 4 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$3,738.47	\$0.00	\$3,738.47
Year 4 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$724.86	\$0.00	\$724.86
Year 4 - Air	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	2	\$6,030.40	\$0.00	\$6,030.40
Year 4 - Air	100371	AXON AIR, FOTOKITE SIGMA EXTENDED WARRANTY	2	\$3,573.94	\$0.00	\$3,573.94
Year 4 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	2	\$4,035.03	\$0.00	\$4,035.03
Year 4 - Air	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	2	\$94.43	\$0.00	\$94.43
Year 4 - Air	12344	AXON AIR, FOTOKITE CONNECT LICENSE	2	\$6,644.51	\$0.00	\$6,644.51
Year 4 - Air	12346	AXON AIR, FOTOKITE SIGMA MOBILE	2	\$6,030.40	\$0.00	\$6,030.40
Year 4 - Air	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	2	\$1,308.77	\$0.00	\$1,308.77
Year 4 - Axon	73897	STANDARDS SERVICE, PREMIUM	1	\$2,013.49	\$0.00	\$2,013.49
Year 4 - Axon	85055	AXON FULL SERVICE	1	\$1,711.46	\$0.00	\$1,711.46
Year 4 - Axon	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	\$1,711.46	\$0.00	\$1,711.46
Year 4 - Axon	BasicLicense	Basic License Bundle	20	\$0.00	\$0.00	\$0.00
Year 4 - Axon	ProLicense	Pro License Bundle	37	\$18,250.77	\$0.00	\$18,250.77
Total				\$621,029.92	\$0.00	\$621,029.92

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - OSP	2022OSP7+Premium10Year	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	153	\$482,170.14	\$0.00	\$482,170.14
Year 5 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	49	\$6,161.37	\$0.00	\$6,161.37

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - Fleet 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	51	\$4,081.84	\$0.00	\$4,081.84
Year 5 - Fleet 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49	\$0.00	\$0.00	\$0.00
Year 5 - Fleet 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2	\$173.97	\$0.00	\$173.97
Year 5 - Fleet 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	49	\$1,011.08	\$0.00	\$1,011.08
Year 5 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	49	\$71,563.53	\$0.00	\$71,563.53
Year 5 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$3,738.47	\$0.00	\$3,738.47
Year 5 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$724.86	\$0.00	\$724.86
Year 5 - Air	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	2	\$6,030.40	\$0.00	\$6,030.40
Year 5 - Air	100371	AXON AIR, FOTOKITE SIGMA EXTENDED WARRANTY	2	\$3,573.94	\$0.00	\$3,573.94
Year 5 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	2	\$4,035.03	\$0.00	\$4,035.03
Year 5 - Air	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	2	\$94.43	\$0.00	\$94.43
Year 5 - Air	12344	AXON AIR, FOTOKITE CONNECT LICENSE	2	\$6,644.51	\$0.00	\$6,644.51
Year 5 - Air	12346	AXON AIR, FOTOKITE SIGMA MOBILE	2	\$6,030.40	\$0.00	\$6,030.40
Year 5 - Air	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	2	\$1,308.77	\$0.00	\$1,308.77
Year 5 - Axon	73897	STANDARDS SERVICE, PREMIUM	1	\$2,013.49	\$0.00	\$2,013.49
Year 5 - Axon	85055	AXON FULL SERVICE	1	\$1,711.46	\$0.00	\$1,711.46
Year 5 - Axon	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	\$1,711.46	\$0.00	\$1,711.46
Year 5 - Axon	BasicLicense	Basic License Bundle	20	\$0.00	\$0.00	\$0.00
Year 5 - Axon	ProLicense	Pro License Bundle	37	\$18,250.77	\$0.00	\$18,250.77
Total				\$621,029.92	\$0.00	\$621,029.92

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6 - OSP	2022OSP7+Premium10Year	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	153	\$482,170.14	\$0.00	\$482,170.14
Year 6 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	49	\$6,161.37	\$0.00	\$6,161.37
Year 6 - Fleet 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	51	\$4,081.84	\$0.00	\$4,081.84
Year 6 - Fleet 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49	\$0.00	\$0.00	\$0.00
Year 6 - Fleet 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2	\$173.97	\$0.00	\$173.97
Year 6 - Fleet 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	49	\$1,011.08	\$0.00	\$1,011.08
Year 6 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	49	\$71,563.53	\$0.00	\$71,563.53
Year 6 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$3,738.47	\$0.00	\$3,738.47
Year 6 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$724.86	\$0.00	\$724.86
Year 6 - Air	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	2	\$6,030.40	\$0.00	\$6,030.40
Year 6 - Air	100371	AXON AIR, FOTOKITE SIGMA EXTENDED WARRANTY	2	\$3,573.94	\$0.00	\$3,573.94
Year 6 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	2	\$4,035.03	\$0.00	\$4,035.03
Year 6 - Air	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	2	\$94.43	\$0.00	\$94.43
Year 6 - Air	12344	AXON AIR, FOTOKITE CONNECT LICENSE	2	\$6,644.51	\$0.00	\$6,644.51
Year 6 - Air	12346	AXON AIR, FOTOKITE SIGMA MOBILE	2	\$6,030.40	\$0.00	\$6,030.40
Year 6 - Air	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	2	\$1,308.77	\$0.00	\$1,308.77
Year 6 - Axon	73897	STANDARDS SERVICE, PREMIUM	1	\$2,013.49	\$0.00	\$2,013.49
Year 6 - Axon	85055	AXON FULL SERVICE	1	\$1,711.46	\$0.00	\$1,711.46
Year 6 - Axon	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	\$1,711.46	\$0.00	\$1,711.46
Year 6 - Axon	BasicLicense	Basic License Bundle	20	\$0.00	\$0.00	\$0.00
Year 6 - Axon	ProLicense	Pro License Bundle	37	\$18,250.77	\$0.00	\$18,250.77
Total				\$621,029.92	\$0.00	\$621,029.92

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7 - OSP	2022OSP7+Premium10Year	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	153	\$482,170.14	\$0.00	\$482,170.14
Year 7 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	49	\$6,161.37	\$0.00	\$6,161.37
Year 7 - Fleet 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	51	\$4,081.84	\$0.00	\$4,081.84
Year 7 - Fleet 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49	\$0.00	\$0.00	\$0.00
Year 7 - Fleet 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2	\$173.97	\$0.00	\$173.97
Year 7 - Fleet 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	49	\$1,011.08	\$0.00	\$1,011.08
Year 7 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	49	\$71,563.53	\$0.00	\$71,563.53
Year 7 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$3,738.47	\$0.00	\$3,738.47
Year 7 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$724.86	\$0.00	\$724.86
Year 7 - Air	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	2	\$6,030.40	\$0.00	\$6,030.40
Year 7 - Air	100371	AXON AIR, FOTOKITE SIGMA EXTENDED WARRANTY	2	\$3,573.94	\$0.00	\$3,573.94
Year 7 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	2	\$4,035.03	\$0.00	\$4,035.03
Year 7 - Air	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	2	\$94.43	\$0.00	\$94.43
Year 7 - Air	12344	AXON AIR, FOTOKITE CONNECT LICENSE	2	\$6,644.51	\$0.00	\$6,644.51
Year 7 - Air	12346	AXON AIR, FOTOKITE SIGMA MOBILE	2	\$6,030.40	\$0.00	\$6,030.40
Year 7 - Air	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	2	\$1,308.77	\$0.00	\$1,308.77
Year 7 - Axon	73897	STANDARDS SERVICE, PREMIUM	1	\$2,013.49	\$0.00	\$2,013.49
Year 7 - Axon	85055	AXON FULL SERVICE	1	\$1,711.46	\$0.00	\$1,711.46
Year 7 - Axon	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	\$1,711.46	\$0.00	\$1,711.46
Year 7 - Axon	BasicLicense	Basic License Bundle	20	\$0.00	\$0.00	\$0.00
Year 7 - Axon	ProLicense	Pro License Bundle	37	\$18,250.77	\$0.00	\$18,250.77
Total				\$621,029.92	\$0.00	\$621,029.92

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8 - OSP	2022OSP7+Premium10Year	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	153	\$482,170.14	\$0.00	\$482,170.14
Year 8 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	49	\$6,161.37	\$0.00	\$6,161.37
Year 8 - Fleet 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	51	\$4,081.84	\$0.00	\$4,081.84
Year 8 - Fleet 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49	\$0.00	\$0.00	\$0.00
Year 8 - Fleet 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2	\$173.97	\$0.00	\$173.97
Year 8 - Fleet 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	49	\$1,011.08	\$0.00	\$1,011.08
Year 8 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	49	\$71,563.53	\$0.00	\$71,563.53
Year 8 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$3,738.47	\$0.00	\$3,738.47
Year 8 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$724.86	\$0.00	\$724.86
Year 8 - Air	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	2	\$6,030.40	\$0.00	\$6,030.40
Year 8 - Air	100371	AXON AIR, FOTOKITE SIGMA EXTENDED WARRANTY	2	\$3,573.94	\$0.00	\$3,573.94
Year 8 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	2	\$4,035.03	\$0.00	\$4,035.03
Year 8 - Air	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	2	\$94.43	\$0.00	\$94.43
Year 8 - Air	12344	AXON AIR, FOTOKITE CONNECT LICENSE	2	\$6,644.51	\$0.00	\$6,644.51
Year 8 - Air	12346	AXON AIR, FOTOKITE SIGMA MOBILE	2	\$6,030.40	\$0.00	\$6,030.40
Year 8 - Air	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	2	\$1,308.77	\$0.00	\$1,308.77
Year 8 - Axon	73897	STANDARDS SERVICE, PREMIUM	1	\$2,013.49	\$0.00	\$2,013.49
Year 8 - Axon	85055	AXON FULL SERVICE	1	\$1,711.46	\$0.00	\$1,711.46

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8 - Axon	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	\$1,711.46	\$0.00	\$1,711.46
Year 8 - Axon	BasicLicense	Basic License Bundle	20	\$0.00	\$0.00	\$0.00
Year 8 - Axon	ProLicense	Pro License Bundle	37	\$18,250.77	\$0.00	\$18,250.77
Total				\$621,029.92	\$0.00	\$621,029.92

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9 - OSP	2022OSP7+Premium10Year	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	153	\$482,170.14	\$0.00	\$482,170.14
Year 9 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	49	\$6,161.37	\$0.00	\$6,161.37
Year 9 - Fleet 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	51	\$4,081.84	\$0.00	\$4,081.84
Year 9 - Fleet 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49	\$0.00	\$0.00	\$0.00
Year 9 - Fleet 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2	\$173.97	\$0.00	\$173.97
Year 9 - Fleet 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	49	\$1,011.08	\$0.00	\$1,011.08
Year 9 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	49	\$71,563.53	\$0.00	\$71,563.53
Year 9 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$3,738.47	\$0.00	\$3,738.47
Year 9 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$724.86	\$0.00	\$724.86
Year 9 - Air	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	2	\$6,030.40	\$0.00	\$6,030.40
Year 9 - Air	100371	AXON AIR, FOTOKITE SIGMA EXTENDED WARRANTY	2	\$3,573.94	\$0.00	\$3,573.94
Year 9 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	2	\$4,035.03	\$0.00	\$4,035.03
Year 9 - Air	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	2	\$94.43	\$0.00	\$94.43
Year 9 - Air	12344	AXON AIR, FOTOKITE CONNECT LICENSE	2	\$6,644.51	\$0.00	\$6,644.51
Year 9 - Air	12346	AXON AIR, FOTOKITE SIGMA MOBILE	2	\$6,030.40	\$0.00	\$6,030.40
Year 9 - Air	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	2	\$1,308.77	\$0.00	\$1,308.77
Year 9 - Axon	73897	STANDARDS SERVICE, PREMIUM	1	\$2,013.49	\$0.00	\$2,013.49
Year 9 - Axon	85055	AXON FULL SERVICE	1	\$1,711.46	\$0.00	\$1,711.46
Year 9 - Axon	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	\$1,711.46	\$0.00	\$1,711.46
Year 9 - Axon	BasicLicense	Basic License Bundle	20	\$0.00	\$0.00	\$0.00
Year 9 - Axon	ProLicense	Pro License Bundle	37	\$18,250.77	\$0.00	\$18,250.77
Total				\$621,029.92	\$0.00	\$621,029.92

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10 - OSP	2022OSP7+Premium10Year	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	153	\$482,170.64	\$0.00	\$482,170.64
Year 10 - Fleet 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	49	\$6,161.40	\$0.00	\$6,161.40
Year 10 - Fleet 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	51	\$4,081.87	\$0.00	\$4,081.87
Year 10 - Fleet 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	49	\$0.00	\$0.00	\$0.00
Year 10 - Fleet 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2	\$173.93	\$0.00	\$173.93
Year 10 - Fleet 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	49	\$1,011.05	\$0.00	\$1,011.05
Year 10 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	49	\$71,563.45	\$0.00	\$71,563.45
Year 10 - Fleet 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$3,738.40	\$0.00	\$3,738.40
Year 10 - Air	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$724.82	\$0.00	\$724.82
Year 10 - Air	100368	AXON AIR, FOTOKITE SIGMA SERVICE & SUPPORT	2	\$6,030.37	\$0.00	\$6,030.37
Year 10 - Air	100371	AXON AIR, FOTOKITE SIGMA EXTENDED WARRANTY	2	\$3,573.95	\$0.00	\$3,573.95

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10 - Air	12022	AXON AIR, CLASS 1 UAS LICENSE	2	\$4,035.03	\$0.00	\$4,035.03
Year 10 - Air	12321	AXON AIR, DJI MAVIC 2 ENTERPRISE FLY MORE KIT	2	\$94.45	\$0.00	\$94.45
Year 10 - Air	12344	AXON AIR, FOTOKITE CONNECT LICENSE	2	\$6,644.51	\$0.00	\$6,644.51
Year 10 - Air	12346	AXON AIR, FOTOKITE SIGMA MOBILE	2	\$6,030.37	\$0.00	\$6,030.37
Year 10 - Air	12347	AXON AIR, DJI MAVIC 2 ENTERPRISE ADVANCED	2	\$1,308.74	\$0.00	\$1,308.74
Year 10 - Axon	73897	STANDARDS SERVICE, PREMIUM	1	\$2,013.47	\$0.00	\$2,013.47
Year 10 - Axon	85055	AXON FULL SERVICE	1	\$1,711.50	\$0.00	\$1,711.50
Year 10 - Axon	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	\$1,711.50	\$0.00	\$1,711.50
Year 10 - Axon	BasicLicense	Basic License Bundle	20	\$0.00	\$0.00	\$0.00
Year 10 - Axon	ProLicense	Pro License Bundle	37	\$18,250.80	\$0.00	\$18,250.80
Total				\$621,030.25	\$0.00	\$621,030.25

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Execution of this quote will terminate contracts 15537, 15559, 15558, 20942, 24412, & 68523 with Axon and will start a new 120 month contract.

The parties agree that Axon is charging a debit of \$11,595.63 to capture the remaining value owed. This debit is based on a ship date range of 10/1/2022-10/14/2022, resulting in a 11/1/2022 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

This quote is contingent upon agency payment of any outstanding invoices including and not limited to Invoice.

Signature

Date Signed

7/29/2022



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and College Station Police Dept. - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

[Evidence.com](#)

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately



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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records



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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



Master Services and Purchasing Agreement

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock (“**Dock**”) access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

- 5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency



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TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 12** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds



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will be given.

- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)



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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



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Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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Axon Channel Services Appendix

- 1 **Definitions.**

"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
- 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
- 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 6 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
- 7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4 Ensure all appropriate data backups are performed;
 - 7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6 Notify Axon of any network or machine maintenance that may impact the performance of



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- the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Pricing Chart

Product	2022 Pricing	Monthly Or 1 Time
Axon Body Camera	\$699	1 Time
Axon Body Camera Dock	\$1495	1 Time
Evidence.com Professional License	\$39	Monthly
Evidence.com Basic License	\$15	Monthly
Officer Safety Plan 7 + Premium	260.66	Monthly
Axon AIR (Drone) Pilot License	\$30	Monthly
TASER 7 Cert Plan + VR	\$77.50	Monthly
Fleet 3 Advanced with TAP (New Vehicle) With 3 rd Camera	\$208	Monthly
Unlimited BWC License (Support, FM, CM, Etc)	\$89	Monthly

Insurance Appendix

1. **Certificates of Insurance.** For each of these policies, the policy shall be endorsed to show the Axon's insurance coverage as 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 Axon's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Axon to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, on the most current State of Texas Department of Insurance-approved forms, attached hereto in this appendix, and approved by the City *before* work commences.
2. **General Requirements Applicable to All Policies.** The following General requirements applicable to all policies shall apply:
 - (a) Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
 - (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
 - (c) "Claims made" policies are not accepted, except for Professional Liability insurance.
 - (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days written notice has been given to the City of College Station.
 - (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - i. The licensed insurance company is authorized to do business in the State of Texas
 - ii. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - iii. All endorsements and coverages are included according to the requirements of this Contract
 - iv. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
 - (f) The City of College Station, its officials, agents, employees, and volunteers are to be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees, and volunteers.
3. **Commercial General Liability requirements.** The following Commercial General Liability requirements shall apply:
 - (a) Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
 - (b) Minimum limits of liability of \$1,000,000 per occurrence per project with a \$2,000,000 annual aggregate limit.
 - (c) Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 00 01.
 - (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.
 - (e) The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and Host Liquor Liability.
 - (f) The City shall be named as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.
4. **Business Automobile Liability requirements.** The following Business Automobile Liability

requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased, or rented autos, non-owned autos, any autos and hired autos.

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

- (a) Employer's Liability limits of \$1,000,000 for each accident is required.
- (b) "Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04" shall be included in this policy.
- (c) Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000 unless otherwise agreed in writing by both parties. Financial statements shall be furnished to the City upon request.
- (c) Axon must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of work for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

7. Cyber Liability. Minimum limits of \$5,000,000 for third party losses. Coverage must include:

- (a) Event Management;
- (b) Unauthorized Access/use;
- (c) Computer Virus;
- (d) Denial of Service Attack;
- (e) Libel, Cyber-libel, Slander, Product Disparagement;
- (f) Violation of Right of Privacy;
- (g) Regulatory Costs;
- (h) Privacy Costs- Privacy Injury and Identity Theft;
- (i) Programming Errors & Omissions Liability;
- (j) Replacement or Restoration of Electronic Data (First Person);
- (k) Extortion Threats;
- (l) Business Income and Extra Expense (to \$1 million);
- (m) Public Relations Expense; and
- (n) Security Breach Expense.



Master Services and Purchasing Agreement

Certificates of Insurance
See next page



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER B: Hartford Casualty Insurance Co</td><td>29424</td></tr><tr><td>INSURER C: Scottsdale Indemnity Company</td><td>15580</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Hartford Casualty Insurance Co	29424	INSURER C: Scottsdale Indemnity Company	15580	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570094678443 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ see Prod Liab info att'd GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER: Xcl Prod/Comp Ops			NGI0000057 SIR applies per policy terms & conditions	03/01/2022	03/01/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$50,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>Excluded</td></tr><tr><td>Per Occ SIR</td><td>\$1,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$50,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	Excluded	Per Occ SIR	\$1,000,000
EACH OCCURRENCE	\$1,000,000																				
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PRODUCTS - COMP/OP AGG	Excluded																				
Per Occ SIR	\$1,000,000																				
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			59 UEN FN6060	09/30/2021	09/30/2022	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)							
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BODILY INJURY (Per accident)																					
PROPERTY DAMAGE (Per accident)																					
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			UNI0000002	03/01/2022	03/01/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$9,000,000</td></tr><tr><td>AGGREGATE</td><td>\$9,000,000</td></tr></table>	EACH OCCURRENCE	\$9,000,000	AGGREGATE	\$9,000,000										
EACH OCCURRENCE	\$9,000,000																				
AGGREGATE	\$9,000,000																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A			59WEAC0S6D	09/27/2021	09/27/2022	<table><tr><td>☒ PER STATUTE</td><td>☐ OTH</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr></table>	☒ PER STATUTE	☐ OTH		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000		
☒ PER STATUTE	☐ OTH																				
E.L. EACH ACCIDENT		\$1,000,000																			
E.L. DISEASE-EA EMPLOYEE		\$1,000,000																			
E.L. DISEASE-POLICY LIMIT		\$1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of College Station, its officials, agents, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of certificate holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

City of College Station
Attention: Risk Management
PO Box 9960
College Station, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

570094678443

Certificate No :





AGENCY CUSTOMER ID: 570000007117

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570094678443			
CARRIER See Certificate Number: 570094678443	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance**Products Liability Schedule**Products/Completed Operations Coverage
2/1/2022 - 2/1/2023:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Claim Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/26/2022

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.

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PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Axon Enterprise, Inc.; MediaSolv Solutions Corporation; Viewu, LLC 17800 N. 85th Street Scottsdale AZ 85255 USA	<table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Endurance American Specialty Ins Co.</td><td>41718</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Endurance American Specialty Ins Co.	41718	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Endurance American Specialty Ins Co.	41718														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES	CERTIFICATE NUMBER: 570094678458	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
Limits shown are as requested		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y/N ☐ N/A						PER STATUTE ☐ OTH ☐ E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-Technology			PRO10013803303 Cyber/Tech E&O ClmsMade SIR applies per policy terms & conditions	09/30/2021	09/30/2022	Ea Event \$5,000,000 Ea. Claim SIR \$100,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER City of College Station Attention: Risk Management PO Box 9960 College Station, TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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570094678458

Certificate No :



Master Services and Purchasing Agreement

Sole Source Letter Appendix
See next page



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

6/29/2022

To: College Station Police Department

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions



TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERS (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 22175
 - Close Quarter cartridge, 12 degrees, Model 22176
 - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
4. TASER standard cartridges (compatible with the X26P; required for this Energy Weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
5. TASER Smart cartridges (compatible with the X2; required for this Energy Weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
6. Battery Packs for TASER 7 Energy Weapons:



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SCOTTSDALE, ARIZONA 85255

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- Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
7. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
- TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
8. Battery Packs for X26P and X2 Energy Weapons:
- Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
9. TASER 7 Dock:
- TASER 7 Dock Core and Multi-bay Module: 74200
 - TASER 7 Dock Core and Single-bay Module: 74201
 - TASER 7 Dock Single Bay Dataport: 74208
10. TASER Dataport Download Kits:
- Dataport Download Kit for the X2 and X26P Model: 22013
11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
12. Energy Weapon Holsters:
- Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
13. TASER Simulation Suit II Model 44550
14. TASER 7 conductive target Model: 80087
15. Blue X26P Demonstrator/LASER Pointer Model: 11023



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Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- “Find my camera” feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button



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- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle



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when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).

- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection



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- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors



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- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review,



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- kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems



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Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

**Axon Brand Model Numbers**

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:



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- Z-Bracket, Men's, Axon RapidLock Model: 74018
- Z-Bracket, Women's Axon RapidLock Model: 74019
- Magnet, Flexible, Axon RapidLock Model: 74020
- Magnet, Outerwear, Axon RapidLock Model: 74021
- Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
- Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

11. Axon Fleet Camera

- Axon Fleet 2 Front Camera: 71079
- Axon Fleet 2 Front Camera Mount: 71080
- Axon Fleet 2 Rear Camera: 71081
- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027
- Axon Fleet 3 Dual View Camera: 72000
- Axon Fleet 3 Interior Camera: 72037
- Axon Fleet Hub: 72010

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:

- Axon Body 3 Dock – 8-Bay Model AX1026
- Axon Body 3 Dock – 1-Bay Model AX1027
- Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Signal Performance Power Magazine (SPPM) Model: 70116



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202



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2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
11. Axon Fleet 2 Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
12. Axon Signal Unit Model: 70112
13. Axon Dock Models:
 - Axon Dock – Individual Bay and Core for Axon Flex 2



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- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

TASER 7 Warranties

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

Axon Product Packages

1. **Officer Safety Plan:** includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
8. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.



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9. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
10. **TASER 60:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years.
11. **Unlimited Cartridge Plan:** Allows agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
12. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
13. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
14. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
15. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
16. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
17. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



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A handwritten signature in black ink, appearing to read 'J. Isner'.

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc, BLACKHAWK! is a trademark of the Blackhawk Products Group, Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Safariland is a trademark of Safariland, LLC, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

The Delta Logo, the Axon + Delta Logo, Axon, Axon Aware, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Fleet, X2, X26P, TASER 7, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2022 Axon Enterprise, Inc.

September 22, 2022

Item No. 8.4.

**Property Casualty, Excess General Liability and Excess Workers' Compensation policies for
Fiscal Year 2023**

Sponsor: Alison Pond, Director of Human Resources

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability, Unmanned Aircraft liability and property; Special Events policies for Fiscal Year 2023. FY23 premiums for all lines of coverage are not to exceed \$1,080,000.

Relationship to Strategic Goals:

Good Governance

Financially Sustainable City

Recommendation(s): The City of College Station Human Resources and Risk Management Department recommends approval of the above referenced insurance policies for the period October 1, 2022 to October 1, 2023.

Summary: Risk Management completed applications to solicit proposals for Excess Liability, Workers' Compensation and Excess Liability, Property/Boiler & Machinery, Commercial Crime, Auto Physical Damage, UAV liability and property; EMT Liability and Cyber Liability. Sole Broker of Record McGriff Insurance, Inc. submitted the City's applications to the appropriate carriers and evaluated all proposals submitted.

The City's property program had a total insured value increase of \$29 million, and the carrier's premium increased 33 percent for Property, Mobile Equipment, Boiler & Machinery and Fleet Catastrophic Loss. Excess Liability coverage had a premium increase of 50.1 percent, including animal mortality coverage for two canine officers. Excess Workers' Compensation coverage saw a rate increase of 9.6 percent, with a three percent payroll reduction. The City's vehicle schedule expanded significantly resulting in vehicles valued at more than \$50,000 increasing with a five percent rate increase. The City's EMT liability incumbent carrier is no longer writing this coverage, but replacement coverage is available for a premium increase of 6.8 percent. Commercial crime coverage premium increased 2 percent. The cyber liability premium increased 80 percent based on market increases and increased limits of liability and increased exposures. Coverage continues for the City's Unmanned Aircraft (UAV) Fleet, which consists of five FAA-approved aircraft managed by the College Station Fire Department. Liability and hull coverage is included.

Overall, FY23 insurance premiums increased \$246,378.41 from FY22, or approximately 29.6 percent.

Budget & Financial Summary: Funds are available in the FY23 budget in the Property/Casualty Fund and the Workers' Compensation Fund.

Attachments:

None

September 22, 2022
Item No. 8.5.
Utility Billing Software

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving a five year master services agreement for utility billing software and services with Origin Utility, Inc. not to exceed \$2,273,185.09.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Sustainable City

Recommendation(s): Staff respectfully recommends approval of the master services agreement with Origin Utility, Inc.

Summary: In July of 2021, purchasing staff formally solicited proposals for a utility billing software system to replace the existing software system. Eleven (11) responses were received and evaluated by a committee made up of personnel from Utility Customer Service, Electric, Water Services, Solid Waste, Finance, and Information Technology. Upon final evaluation, software demos, and scoring of all proposals, Origin Utility, Inc. is determined to be the highest-ranking firm offering the best utility billing software solution. Under this contract, Origin Utility, Inc. will furnish, deliver, install, implement, license and provide support and maintenance for the utility billing system known as Oracle Smart City. The term of the contract shall be for five (5) years from the effective date of the contract.

Budget & Financial Summary: The project has been fully funded in Facilities & Technology CIP.

Attachments:

1. 22300615 Origin Utility Inc

**MASTER SERVICES AGREEMENT BETWEEN ORIGIN UTILITY, INC., AND
THE CITY OF COLLEGE STATION FOR
UTILITY SOFTWARE SUBSCRIPTION SERVICES**

This **MASTER SERVICES AGREEMENT** ("Agreement") is entered into on the Effective Date ("Effective Date"), by and between Origin Utility, Inc., a Nevada corporation with offices at 1930 Village Center Circle, Suite 3-704, Las Vegas, NV 89134 ("Origin"), and The City of College Station, a Texas Home Rule Municipal Corporation with offices at PO Box 9960, 1101 Texas Ave., College Station, TX 77842 ("City or Customer").

RECITALS

A. WHEREAS, the City issued Request for Proposal #21-034 on June 14, 2021, with Amendment #1 on July 7, 2021 and Amendment #2 on July 15, 2021 for acquiring utility billing software system; and

B. WHEREAS, Origin responded to City's Request for Proposal with their Proposal dated July 6, 2021; and

C. WHEREAS, Origin provides certain software subscription, implementation, development and support services, including sublicensing of third-party software, for utility and municipality operations; and

D. WHEREAS, the City has selected Origin to furnish, deliver, install, implement, license, and provide support and maintenance for the utility billing system known as Origin SmartCity, and Origin is willing to perform such services under the terms and conditions set forth here; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this contract and contract exhibits and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Origin and City agree as follows:

AGREEMENT

1. Contract Sections. This Contract and the following Exhibit documents comprise the agreement between the Parties as listed below.

(a) Agreement Terms and Conditions

(b) Agreement Exhibits

- i. **Exhibit A** – Origin Order Form
- ii. **Exhibit B** – Statement of Work Investment Summary
- iii. **Exhibit C** – Information Security Agreement
- iv. **Exhibit D** – Service Level Agreement
- v. **Exhibit E** – Certificate of Insurance
- vi. **Exhibit F** – Performance Bond
- vii. **Exhibit G** – Origin’s RFP Response dated July 6, 2021
- viii. **Exhibit H** – City’s Request for Proposal #21-034

2. Order of Precedence. In the event of any dispute arising from or related to this Contract, the documents shall have the following order of precedence:

(a) Agreement Terms and Conditions

(b) Agreement Exhibits

- i. **Exhibit A** – Origin Order Form
- ii. **Exhibit B** – Statement of Work Investment Summary
- iii. **Exhibit C** – Information Security Agreement
- iv. **Exhibit D** – Service Level Agreement
- v. **Exhibit E** – Certificate of Insurance
- vi. **Exhibit F** – Performance Bond
- vii. **Exhibit G** – Origin’s RFP Response dated July 6, 2021
- viii. **Exhibit H** – City’s Request for Proposal #21-034

3. Consideration. The total amount of payment, including reimbursements, by the City to Consultant for all work and services performed under this Agreement may not, under any circumstances, exceed **TWO MILLION TWO HUNDRED AND SEVENTY-THREE THOUSAND ONE HUNDRED AND EIGHTY-FIVE AND 09/100 DOLLARS (\$2,273,185.09)** unless mutually agreed upon via a change order. In consideration of the provision of Services pursuant to an Order Form, Customer shall pay the fees set out in the applicable Order Form within thirty (30) days from Customer’s receipt of the same. If for any reason, funds are not appropriated or budgeted to continue the Agreement, the Agreement shall become null and void and shall terminate.

4. **Term.** The initial Agreement Term is five (5) years from the Effective Date. This Agreement begins on the Effective Date, which is the date the last party signing the Agreement making the Agreement fully executed and shall continue until the completion of all Services detailed in any Order Form, unless sooner terminated pursuant to this section (the “Term”).

5. **Services and Third-Party Software.**

(a) **Origin Services.** Origin agrees to use commercially reasonable efforts to provide the software subscription services (“Subscription Services”) and/or software implementation and development services (“Professional Services,” together with Subscription Services the “Services”) to Customer as detailed in the **Order Form as attached in Exhibit A**. The Parties may enter into subsequent order forms which reference this Agreement (each an “Order Form”). Origin will use commercially reasonable efforts to provide the software subscription services as detailed in the **Statement of Work attached in Exhibit B** (“SOW”). An Order Form may incorporate one or more statements of work setting forth additional details of Professional Services to be provided each an “SOW”, each of which are herein incorporated by reference. Customer understands that Origin’s performance may be dependent, in part, on Customer’s actions. Accordingly, Customer will provide Origin with the items and assistance specified in the applicable Order Form in a timely manner as defined in the Order Form. As defined in the Order Form, dates or time periods relevant to performance by Origin shall be appropriately and equitably extended to account for any delay in the provision by Customer of any such items or assistance to the extent any such delays affect Origin’s ability to perform in accordance with the schedule set forth in the applicable Order Form. Any Subscription Services provided are supported as detailed in the **Information Security Exhibit attached in Exhibit C** and the **Service Level Agreement attached in Exhibit D**.

(b) **Updates, Enhancements.** Origin may, in its sole discretion, issue updates, bug fixes or other changes to the Subscription Services (each an “Update”) to the extent such Update does not materially impair Customer’s use of the Subscription Services. Origin will use commercially reasonable efforts to notify Customer of an Update that may materially impair Customer’s use of the Subscription Services. In the event Customer desires for Origin to develop customizations or enhancements of the Subscription Services (each an “Enhancement”), Origin will provide such Enhancement to Customer and Customer will pay the fees for such Enhancement as specified on an Order Form

(c) **Origin Representatives.** Origin shall, in its sole discretion, designate employees or contractors to perform the Services set out in each Order Form and this Agreement. Origin will be responsible for any breach of this Agreement by its employees or contractors.

(d) **Third-Party Software.** To the extent an Order Form details third-party software which may be licensed from time to time by Origin for Customer’s use in conjunction with the Services (“Third-Party Software”), Customer understands and agrees that Customer’s use of any Third-Party Software will be governed by such third-party’s license terms and conditions (“Third-Party Agreement”) as set forth on the applicable Order Form. For clarity, the Services do not include Third-Party Software. Customer understands and agrees that Origin is not responsible for Customer’s nor any third party’s obligations relating to any Third-Party Software or Third-Party Agreements and Origin specifically disclaims any liability relating thereto. The Third-Party

Software is provided to Customer by Origin “AS IS.” Origin will, to the extent permitted by its vendors, pass through to Customer any warranties and indemnifications provided by the manufacturer of the Third-Party Software.

(e) Customer Success Manager; Project Managers; Adding or Amending Services. For each Order Form, Origin will designate a main point of contact for any Service related matters (“Customer Success Manager”). In each SOW, Customer and Origin each will designate one person to act as that party’s initial project manager responsible for day-to-day communications between the parties regarding the subject matter of that SOW (“Project Manager”). To the extent Customer desires to add or amend Services to be provided by Origin pursuant to an Order Form or SOW, Customer may email their Origin Customer Success Manager or Project Manager who will then prepare a revised Order Form or SOW, as applicable, to be entered into by authorized representatives of both parties.

6. Grant of Rights for Subscription Services; Restrictions and Responsibilities.

(a) Grant of Rights. As detailed on an Order Form, and subject to compliance with this Agreement, and any Third-Party Agreements, Origin hereby grants to Customer a nonexclusive, nontransferable right, during the subscription term set forth in the applicable Order Form, to allow users designated by Customer (“Authorized Users”) to access and use the Subscription Services and Third-Party Software solely for Customer’s internal business use.

(b) Restrictions. Customer shall not use the Subscription Services or Third-Party Software for any purposes beyond the scope of the access granted in this Agreement or the applicable Third-Party Agreement. Customer shall not, directly or indirectly, and shall not permit Authorized Users or any third party to: (i) copy, modify, or create derivative works of the Subscription Services or Third Party Software, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Subscription Services or Third Party Software; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services or Third Party Software or any software, documentation or data related to the Subscription Services or Third Party Software, in whole or in part; (iv) remove any proprietary notices from the Subscription Services or Third Party Software; (v) use the Subscription Services or Third Party Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (vi) utilize the Subscription Services or Third Party Software to create, develop, enhance, or modify any competing product or service. Customer is responsible and liable for all uses of the Subscription Services or Third-Party Software resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of its Authorized Users, and any act or omission by any such Authorized User that would constitute a breach of this Agreement if taken by Customer may be deemed a breach of this Agreement by Customer.

(c) **Suspension.** Origin may suspend Customer's or any Authorized User's access to any portion or all of the Subscription Services or Third Party Software if Origin reasonably determines that (i) there is a disruption, security risk, threat or attack on the Subscription Services or Third Party Software or to any other customer or vendor of Origin; (ii) Customer, or any Authorized User, is using the Services or Third-Party Software for fraudulent or illegal activities; (iii) Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (iv) Origin's provision of the Subscription Services or Third-Party Software to Customer or any Authorized User is prohibited by applicable law; (v) any vendor of Origin has suspended or terminated Origin's access to or use of any third-party services or products required to enable Customer to access the Subscription Services or Third Party Software; or (vi) Customer fails to timely pay any undisputed invoices.

(d) **Customer Facilities.** Customer shall (i) provide Origin with access to Customer information, equipment, and facilities that are reasonably required and requested by Origin in performing the Services, including without limitation reasonable and necessary on-line access, working space and office support as Origin may reasonably request when working at Customer's facilities, provided, however, that Origin is and remains in compliance with any confidentiality and data-security provisions of this Agreement; (ii) require that Customer's supporting personnel respond promptly to any reasonable requests from Origin for instructions, information, or approvals to enable Origin to provide the Services; (iii) cooperate with Origin in its performance of the Services; and (iv) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Origin's provision of the Services.

(e) **Customer Security Responsibilities.** Customer shall maintain information security policies and procedures to protect Customer's information (including Customer Data, as defined below) from unauthorized access, disclosure or misuse. Customer shall maintain adequate physical controls and password protections for any of Customer's servers or systems processing Customer Data. Customer understands and agrees that, except as permitted under this Agreement, Customer and Authorized Users may not use or disclose login credentials made available as part of the Services.

(f) **Compliance with Policies.** Customer understands and agrees that its Authorized Users are subject to the Origin Privacy Policy available at <https://originutility.com/privacy-policy/>, and any end user terms identified in an Order Form, as applicable ("End User Terms"). Unless otherwise specified in an Order Form, Origin may update End User Terms at any time, and Customer agrees that its Authorized Users will be subject to such updated End User Terms upon written notice as permitted by Texas law and the Texas Constitution.

(g) **Equipment.** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Subscription Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, and web servers.

(h) **Non-Solicit.** The Parties recognizes that their employees and contractors are valuable resources. Accordingly, the Parties agree that they will not, from the Effective Date hereof until the one (1) year anniversary of the termination date of this Agreement, either alone or in conjunction with any other party, directly or indirectly, (a) induce or encourage (or attempt to induce or encourage) any employee or contractor of the other Party to leave the employ of, or terminate or alter his, her, or its engagement with, the other Party, whether for purposes of employing or contracting any such employee or contractor in a competing business or for any other reason, or (b) interfere in any way with the relationship between the other Party and any such employee or contractor.

7. Late Payments, Taxes and Expenses.

(a) **Late Payments.** Except for invoices that Customer disputes in good faith, all late payments shall be according to the Texas Prompt Payment Act. In addition to all other remedies available under this Agreement or at law (which Origin does not waive by the exercise of any rights hereunder), if the Customer fails to pay any undisputed amounts when due hereunder, then Customer may be in material breach of this Agreement and Origin may, at its sole option, suspend the provision of any Services or terminate this Agreement in accordance with the termination provisions.

(b) **Taxes.** The City is a tax-exempt entity and will provide a tax-exempt certificate. Origin is responsible for any taxes imposed on, or with respect to, Origin's income, revenues, gross receipts, personnel, real or personal property or other assets.

(c) **Expenses.** Customer shall reimburse Origin for all reasonable expenses approved by Customer in writing and according to the Order Form or SOW and incurred by Origin in providing the Services within thirty (30) days from Customer's receipt of invoice for the same. Customer understands and agrees that Origin may incur additional expenses if one or more Origin Representative(s) perform continuous on-site Services for Customer for a period greater than twelve (12) months. To the extent Customer requests Origin Representative(s) to continue to provide continuous on-site Services for a period great than twelve (12) months, Customer agrees to pay any additional expenses reasonably incurred by Origin relating to such continuation by such Origin Representative(s) if not agreed to in an Order Form or SOW.

8. Confidential Information; Nondisclosure.

(a) **Nondisclosure.** Each party ("Receiving Party") shall not disclose, publish, or disseminate the Confidential Information (as defined below) of the other party ("Disclosing Party") to anyone other than such Receiving Party's employees and contractors with a need to know such Confidential Information, and who are bound by a written agreement to protect the confidentiality of such Confidential Information no less protective than the provisions of this section, or as required by applicable law. Each party agrees to take the same measures used to protect its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care, to prevent any unauthorized use, disclosure, publication, or dissemination of the other party's Confidential Information. Each Receiving Party agrees to use and disclose the Disclosing Party's Confidential Information for the sole purpose of carrying out such Receiving Party's rights and obligations under this Agreement and shall be responsible and liable for all such

usage and/or disclosure. Receiving Party may disclose Confidential Information if and to the extent that such disclosure is required by applicable law, regulation, or court order, provided that, as permitted by applicable law, Receiving Party (i) uses reasonable efforts, at Disclosing Party's expense, to limit the disclosure by means of a protective order or a request for confidential treatment and (ii) provides Disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

(b) **“Confidential Information”** means confidential and proprietary information of a party, whether in oral, written or other form, which is marked “confidential” or “proprietary,” or which should reasonably be deemed to be confidential. Confidential Information does not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of the Receiving Party; (2) the Receiving Party can demonstrate to have had rightfully in its possession before disclosure by the Disclosing Party; (3) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (4) the Receiving Party rightfully obtains such information from a third party without a breach of confidentiality.

(c) **Return of Confidential Information.** In addition to each party's obligations upon the expiration or termination of this Agreement, upon either party's request, the other party shall return all of the requesting party's Confidential Information in its possession or under its control in accordance with the requesting party's directions and shall not thereafter retain any copies of the other party's Confidential Information.

9. Intellectual Property Rights.

(a) **Customer Data, Aggregated Statistics and Application Monitoring.** Except as set forth in this Agreement, Customer owns all right, title and interest in and to all data or other information made available to Origin by Customer or Authorized Users (“Customer Data”). By providing Customer Data to Origin, Customer represents that it has the right to do so and Origin has the right to use such Customer Data in the performance of its duties relating to the operation of the Services.

(b) **Services.** Customer acknowledges and agrees that the Services, and any copies, updates, and/or derivative works thereof, along with the right to make, have made, practice, employ, exploit, use, develop, reproduce, copy, distribute copies, publish, license, or create works derivative of any of the foregoing, exclusively belong to and are the property of Origin, or as set forth in the applicable Third-Party Agreement. Customer further acknowledges and agrees that: (i) any **existing** technology, methods, processes, techniques, software (including source code, object code and any portions thereof) content, ideas, information and related intellectual property (including without limitation all patent, copyright, trademark, trade secret and other intellectual-property or proprietary rights therein) of Origin, any derivatives or improvements to the foregoing created or developed by Origin (alone or with others), or otherwise any of the foregoing created, developed by or on behalf of Origin outside of this Agreement, that is later used in the performance of Services, or (ii) generally applicable tools, concepts, processes, models, techniques, software, and the like developed or created in connection with the Services without reliance on the Confidential Information of Customer exclusively belong to and are the property of Origin (the

“Origin IP”). The parties agree that Origin will own all right, title and interest in and to the Origin IP. Except for the limited rights granted to Customer in this Agreement, all other rights, title and interest in the Origin IP are reserved by Origin.

(c) **Aggregated Statistics and Application Monitoring.** Notwithstanding anything to the contrary in this Agreement, Origin may monitor Customer’s and each Authorized User’s access and use of the Subscription Services and collect and compile meta-data, data and information related to Authorized User’s access and use of the Subscription Services that is and can be used by Origin for application monitoring, pricing, and Origin’s technology management purposes (“Application Monitoring Data”). The same data may be aggregated and anonymized to compile statistical and performance information related to the provision and operation of the Subscription Services (“Aggregated Statistics”). Further, Customer acknowledges that Origin may compile Aggregated Statistics based Customer Data. Customer agrees that Origin may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer, any Authorized User, or Customer’s Confidential Information. Customer and each Authorized User hereby grant to Origin a non-exclusive, royalty-free, perpetual, irrevocable, transferrable, worldwide license to access, revise, reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as necessary for Origin to provide the Subscription Services to Customer, and a non-exclusive, perpetual, irrevocable, transferrable, royalty-free, worldwide license to access, revise, reproduce, distribute, and use and display Customer Data incorporated within the Aggregated Statistics. Customer acknowledges that, as between Customer and each Authorized User on the one hand, and Origin on the other hand, Origin owns all right, title, and interest, including all intellectual property rights therein, in and to the Aggregated Statistics, and Application Monitoring Data.

(d) **Professional Services Deliverables.** “**Deliverable**” means any Professional Services deliverable which is specified in an Order Form executed hereunder, including, but not limited to, any design, module, software, product, or other material, or component thereof including underlying any **associated** documentation, to be developed for and delivered to Customer by or on behalf of Origin pursuant to this Agreement. Customer shall own all right, title and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual-property or proprietary rights therein that may be secured in any place under laws now or hereafter in effect) in and to such Deliverable. For the avoidance of doubt, Deliverables do not include Origin IP.

(e) **Third Party Software.** All rights, title, and interest in and to Third Party **Software** are as described in the applicable Third-Party Agreement.

(f) **Publicity.** The parties agree that each may reasonably use and publicly display the trademarks, service marks, logo and trade names of the other party solely in accordance with the other party’s standard guidelines and policies.

10. Indemnification and Release.

(a) **Origin Indemnification.** Origin agrees to indemnify, defend, and hold harmless the City, its officers, employees, volunteers and agents (separately and collectively referred to in this paragraph as “Indemnatee”), from and against any and all claims, losses, damages, causes of action, suits, and judgments made against Indemnatee, and liability of every kind, including all expenses of litigation, court costs, attorneys’ fees, and other reasonable costs for damage to or loss of use of any property; for injuries to, or sickness or death of any person, including but not limited to Origin, any of its subconsultants of any tier, or of any employee or invitee of Origin or of any such subconsultants, that is caused by the negligence of or negligent performance of this Contract by Origin or by any such Origin subconsultants of any tier, under this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation in this paragraph, 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.

(b) **Release.** Origin 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, sickness or death of the Origin or its employees and any loss of or damage to any property of Origin or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Origin's work to be performed hereunder. Both the City and Origin expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part; by insurance, and in the event of injury, sickness, death, loss, or damage suffered by Origin or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, Origin, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

11. Insurance. Origin shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Origin, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below:

(a) **Types.** During the term of this Contract Origin's insurance policies shall meet the minimum requirements of this section.

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

(b) **Certificates of Insurance.** For each of these policies, the policy shall be endorsed to show Origin's insurance coverage as 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 Origin's insurance and shall not contribute to it. No term or provision of the indemnification provided by Origin to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, on the most current State of Texas Department of Insurance-approved forms, attached in **Certificates of Insurance Exhibit E** and approved by the City *before* work commences. Certificates of Insurance shall have an issue date within 30 days of the date the certificate is submitted to the City.

(c) **General Requirements Applicable to All Policies.** The following General requirements applicable to all policies shall apply:

- i. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- ii. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- iii. "Claims made" policies are not accepted, except for Professional Liability insurance.
- iv. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days written notice has been given to the City of College Station.
- v. The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - (1) The licensed insurance company is authorized to do business in the State of Texas
 - (2) The insurance policy is underwritten on forms provided by the Texas Department of Insurance (TDI) or ISO
 - (3) All endorsements and coverages are included according to the requirements of this Contract
 - (4) The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

(d) The City of College Station, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees, and volunteers.

(e) Commercial General Liability requirements. The following Commercial General Liability requirements shall apply:

- i. Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- ii. Minimum limits of liability of \$1,000,000 per occurrence per project with a \$2,000,000 annual aggregate limit.
- iii. Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 00 01.
- iv. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City’s review and acceptance.
- v. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and Host Liquor Liability.
- vi. The City shall be listed as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policies held by the City.

(f) Business Automobile Liability requirements. The following Business Automobile Liability requirements shall apply:

- i. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- ii. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- iii. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- iv. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

(g) Workers’ Compensation/Employer’s Liability Insurance requirements. The Workers’ Compensation/Employer’s Liability insurance shall include the following terms:

- i. Employer’s Liability limits of \$1,000,000 for each accident is required.
- ii. “Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04” shall be included in this policy.
- iii. Texas must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(h) Professional Liability requirements. The following Professional Liability requirements shall apply:

- i.** Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- ii.** Minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000 unless otherwise agreed upon in writing by both parties. Financial statements shall be furnished to the City upon request.
- iii.** Origin must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of work for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

(i) Cyber Liability. Minimum limits of \$8,000,000 for third party losses. Coverage must include:

- i.** Event Management;
- ii.** Unauthorized Access/use;
- iii.** Computer Virus;
- iv.** Denial of Service Attack;
- v.** Libel, Cyber-libel, Slander, Product Disparagement;
- vi.** Violation of Right of Privacy;
- vii.** Regulatory Costs;
- viii.** Privacy Costs- Privacy Injury and Identity Theft;
- ix.** Programming Errors & Omissions Liability;
- x.** Replacement or Restoration of Electronic Data (First Person);
- xi.** Extortion Threats;
- xii.** Business Income and Extra Expense (to \$1 million);
- xiii.** Public Relations Expense; and
- xiv.** Security Breach Expense.

12. Performance Bond. Performance Bond. Origin shall furnish the City a performance bond to guarantee the faithful performance of the Agreement terms. Such bond shall be executed in accordance with all requirements of Article 7 .19-1 of the Texas Insurance Code, all other applicable law, and the following:

(a) Origin shall execute a performance bond for the first two (2) years of the Agreement. The cost of the bond is based on a cost of implementation activities listed in Exhibit B. If implementation activities are not complete after the expiration of the initial twenty-four (24) month term, City may elect to renew or extend the term of the performance bond, and City shall be solely responsible for providing Origin with notice of said renewal and for any additional bond premiums.

(b) The bond Surety shall be authorized under the laws of the State of Texas to provide a performance bond and shall have attached proof of authorization of the Surety to act in the performance and payment of bond.

(c) Origin shall provide original, sealed, and complete counterparts of the executed bond form attached in **Exhibit F Performance Bond**, together with valid original powers of attorney, before execution of this Contract. The executed bond shall be attached in **Exhibit F**.

13. Warranties and Disclaimer.

(a) Each party represents and warrants to the other that; (i) it has the requisite power and authority to execute and deliver this Agreement and perform its obligations herein; (ii) this Agreement has been duly authorized, executed, and delivered by each party, and is a legal, valid, and binding obligation of each party, enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar laws and principles of equity affecting creditors' rights and remedies generally; and (iii) this Agreement does not violate, conflict with, result in a breach of the terms, conditions, or provisions of, or constitutes a default or an event of default under any other agreement to which such party is a party

(b) Origin represents and warrants to Customer that it will perform and provide all Services in a professional and workmanlike manner in accordance with the Agreement, Agreement Exhibits and the Order Form and applicable law.

(c) OTHER THAN THE WARRANTIES SPECIFICALLY MADE IN THIS AGREEMENT, THE SERVICES ARE AVAILABLE "AS-IS" AND "AS-AVAILABLE." ORIGIN AND ITS LICENSORS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING OUT OF CUSTOM OR TRADE USAGE, AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES. EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, ORIGIN DOES NOT WARRANT THAT THE OPERATION OF THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ORIGIN WILL CORRECT ALL DEFECTS. FURTHER, ORIGIN AND CUSTOMER ACKNOWLEDGE AND AGREE THAT ORIGIN DOES NOT AND CANNOT GUARANTEE ANY SPECIFIC BUSINESS OUTCOME OR RESULT FROM CUSTOMER'S USE OF THE SERVICES UNDER THIS AGREEMENT.

14. Limitation of Liability.

(a) EXCEPT INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE TIMES THE FEES PAID TO ORIGIN FOR THE INITIAL AGREEMENT TERM.

15. Termination and Survival.

(a) **Termination for Convenience.** At any time, the City may terminate the Agreement or any Order Form for convenience, in writing. At such time, the City shall notify Origin, in writing, who shall cease work immediately. Origin shall be compensated for the work performed. If the City terminates this Agreement for convenience, the City shall pay Origin for the work performed, expenses incurred, and undisputed invoices before the date of termination.

(b) **Termination for Cause.** Either party may terminate this Agreement or any Order Form(s), effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

(i) Materially breaches this Agreement or the applicable Order Form(s), and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(ii) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(iii) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing.

(iv) Is dissolved or liquidated or takes any corporate action for such purpose.

(v) Makes a general assignment for the benefit of creditors.

(vi) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) **Failure to Pay.** Notwithstanding anything to the contrary in this Agreement, Origin may terminate this Agreement or any Order Form(s) before the expiration of the Term immediately upon written notice to Customer if Customer fails to pay any undisputed amount when due hereunder and such failure: (a) continues for thirty (30) days after Customer's receipt of written notice of nonpayment, or (b) occurs more than three (3) times in any twenty-four (24) month period. If Customer's failure to pay any amount due hereunder gives Origin the right to terminate this Agreement or any Order Form pursuant to the immediately preceding sentence, then Origin may, at its sole option, and without waiving such termination right, suspend performance under this Agreement or any Order Form and provide Customer with an opportunity to bring its payment obligations current.

(d) **Effect of Termination.** Upon expiration or earlier termination of this Agreement or any Order Form, Customer shall immediately discontinue all use of the Subscription

Services and Customer shall pay Origin all earned fees accrued through the effective date of termination under each terminated Order Form within thirty (30) days of Origin's invoice therefor. Payment of this final invoice shall not bar any remedy, legal, equitable, or otherwise available to Origin, and no expiration or termination will affect Customer's obligation to pay all fees that may have become due before such expiration or termination or entitle Customer to any refund.

(e) **Transition Period.** Upon termination of the applicable Order Form, and upon Customer's advance written request, Customer will have the right, for a period of thirty (30) days from termination of the applicable Order Form (the "Transition Period"), to continue to use the Subscription Services set forth in the applicable Order Form. All terms and conditions of this Agreement shall remain in full force and effect during the Transition Period, and Customer shall, in advance of the Transition Period, pay Origin a prorated amount of the then-in-effect Total Annual Subscription Fees for the Transition Period. If the transition requires Professional Services, the parties will enter into a separate SOW detailing the same. After expiration of the Transition Period, Customer's access to the Services will immediately cease.

16. General Provisions.

(a) **Non-Disparagement.** Each party agrees and covenants that such party shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other party or its businesses, employees or officers.

(b) **Entire Agreement.** This Agreement, including and together with any related Order Forms, Exhibits, SOWs and attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

(c) **Notice.** All notices, requests, consents, claims, demands, and waivers under this Agreement (each, a "Notice") must be in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by email, personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid).

Origin Utility, Inc.
Attn: Justin Saye
1930 Village Center Circle, Suite 3-704
Las Vegas, NV 89134
Email: jsaye@originutility.com

City of College Station
Attn: Jennifer Smith
PO Box 9960 1101 Texas Ave.
College Station, TX 77842
Email: jrsmith@cstx.gov

(d) **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(e) **Amendments.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

(f) **Prioritization.** The City is a political subdivision of the State of Texas and is thus subject to certain laws. There may be documents or portions added to this Agreement as exhibits that conflict with such laws, or that conflict with the Agreement terms and conditions. In

either case, the applicable law or the applicable Agreement provision, excluding any conflicting document or terms, shall prevail. The Parties understand this section comprises part of this Contract without necessity of additional consideration

(g) Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(h) Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, City's consent is not required for an assignment by Origin as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Origin's assets. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and assigns.

(i) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(j) No Third-Party Beneficiaries. This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(k) Choice of Law. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that venue for all disputes arising under any circumstances related to this Agreement shall be in the state or federal court with primary jurisdiction over Brazos County, Texas.

(l) Background Checks. Origin agrees to assume all responsibility for and to perform background checks on all its employees, agents and assigns working on the Agreement. Background checks will include, but are not limited to, criminal records and civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records reports, and verifications of employment, and education. These background checks must be completed before such individuals commence their work on this Agreement. If Origin has previously conducted a background check in accordance with the requirements above on an employee, no further background check is needed before beginning work. Origin agrees to produce any and all background-check information as described herein when requested by the City, to the extent permissible by applicable law. To the degree allowed by applicable law, City agrees to keep such information confidential.

(m) Dispute Resolution. Except with respect to disputes regarding intellectual property rights confidentiality, and payment of fees, the parties may first attempt in good faith to promptly resolve any dispute arising under this Agreement by good faith negotiation by senior executives. If such dispute has not been resolved within thirty (30) days of a party's initiation of negotiations, the dispute may be submitted at the request of such party to non-binding mediation.

(n) Counterparts. This Agreement may be executed electronically in counterparts, each of which is deemed an original, but all of which together are deemed to be one

and the same agreement. Notwithstanding anything to the contrary in Agreement, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(o) **Force Majeure.** Origin shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Origin including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of sixty (60) days, Customer shall be entitled to give notice in writing to Origin to terminate this Agreement.

(p) **Survival.** Any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Origin:

ORIGIN UTILITY, INC.

By: _____

Justin Saye, CEO

Date: _____

Customer:

THE CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A ORIGIN ORDER FORM

This order form (“Order Form”) is entered into as of on the Effective Date (the “Order Form Effective Date”) by Origin Utility, Inc., a Nevada corporation and The City of College Station, a Texas Home Rule Municipal Corporation with offices at PO Box 9960, 1101 Texas Ave., College Station, TX 77842 (“City or Customer”) pursuant to the Master Services Agreement entered into by the parties (“MSA”) on the Effective Date (the “Agreement Effective Date”).

Origin Customer Success Manager: Stephanie Washburn.

I. Subscription Services

Application (License Type)	Service Level	Authorized Accounts	Annual Subscription Fee	Subscription Term*
Origin SmartCity	Standard	48,600	\$233,614.86	5/1/23 – 5/1/24
Origin SmartCity	Standard	48,600	\$233,614.86	5/1/24 – 5/1/25
Origin SmartCity	Standard	48,600	\$233,614.86	5/1/25 – 5/1/26
Origin SmartCity	Standard	48,600	\$233,614.86	5/1/26 – 5/1/27
		Total:	\$934,459.44	

*Term start is set at Go-live and is subject to completion of SOW# 01.

TOTAL ANNUAL SUBSCRIPTION FEE: \$934,459.44.

II. Origin Smart City Subscription Description

Application	Quantity	Description
Oracle Customer to Meter Base (C2M) Oracle Utilities Customer to Meter Base for Residential Customers	44,000	C2M v2.8 (SaaS) – Oracle Customer to Meter utility billing solution.
Oracle Customer to Meter Base (C2M) Oracle Utilities Customer to Meter Base for Commercial & Industrial Customers	4,000	C2M v2.8 (SaaS) – Oracle Customer to Meter utility billing solution.
Origin Customer Experience (OCX)	48,600	OCX v22a (SaaS) – Origin Customer Experience portal. Online self-service portal for the City’s customers.
Origin MobileLite	48,600	MobileLite v22a – Origin’s mobile work management solution.

III. Professional Services

[As set forth in Statement of Work # **01**, attached hereto and herein incorporated by reference].

TOTAL PROFESSIONAL SERVICES FEE: \$1,338,725.65

IV. Third-Party Software

Third Party Agreement Applicable to Customer	Third Party Agreement
N/A	N/A

V. Total Cost

TOTAL FIVE YEAR COSTS FOR SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES: \$2,273,185.09

The City will withhold a minimum of 10% of each payment for retainage until final complete system acceptance by the City.

Origin:

ORIGIN UTILITY, INC.

By: _____

Justin Saye, CEO

Date: _____

Customer:

THE CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT B
ORIGIN STATEMENT OF WORK

Statement of Work #1

Transactions performed under this SOW will be conducted in accordance with, and subject to, the terms and conditions of this SOW and the MSA, which are incorporated herein by reference. If any of the terms of this SOW conflict with the MSA, the terms of this SOW shall control only with regard to this SOW. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Origin Project Manager: Brad Tarrant
City's Project Manager: Iroshi Price

I. SOW Term. The term of this SOW will commence on the Effective Date, unless terminated by either party pursuant to the Agreement, and will remain in effect until the City fully accepts the system.

II. Professional Services. Origin Utility, Inc. ("Origin") is pleased to provide the City of College Station ("City") this Statement of Work (SOW) to provide implementation services of Oracle Smart City as outlined in the order form within the MSA.

A. Implementation Goals

1. Implement a CIS system and processes for customer billing, bill calculations, bill collections, and customer support
2. Implement integrated web-based customer self-service and MobileLite solutions to work seamlessly with the CIS system.
3. Use of highly configurable algorithms, templates, workflows and process flows to implement new City logic
4. Complete integrations on the CIS side of the edge applications
5. Allow for multiple rate structures

B. Services Provided

1. Manage the project delivery and Origin resources in coordination with the City's project manager.
2. Provide The City a detailed baseline project plan, deliverable inventory, and templates within 30 days of the execution of this contract.
3. Develop a comprehensive project governance organizational chart, communication plan, and escalation matrix within 30 days of the execution of this contract.
4. Provide an Origin staffing plan and project schedule for executing the project.
5. Origin will provision the SaaS software solution onto three environments: Development, Test, and Production.
6. Analyze the City billing rates for set up on the C2M rate engine.
7. Develop a CIS data migration strategy. And utilize a proprietary data conversion tool that will validate, transform, and load source system data provided by the City into the target C2M environments.
8. Convert up to three years of legacy CIS data so it may be used by the new CIS solution. Legacy transactional financial data will be converted at the summary level. No itemization will be provided for financial history like bills, payments and adjustments.
 - a. Three years of legacy transactional CIS data includes:
 - i. Financial History
 - ii. Consumption History
 - iii. Meter History
 - iv. Call History

- v. Notes History
 - vi. Work Order History
 - vii. Document History
- b. The City would prefer to convert ALL customer master data in our legacy system, regardless of date. The City is required know when entering the customer into C2M whether the customer has had previous service with the City of College Station Utilities, at which point the City could reference the legacy system for historical data.
9. Perform all data conversion in an environment provided by Oracle.
 10. Conduct the following Meter to Cash workshops
 - a. Current state Meter to Cash Workshop
 - b. City Information Workshop
 - c. Start/Stop/Transfer of Service Workshop
 - d. Fieldwork Workshop
 - e. Billing Workshop
 - f. Payments Workshop
 - g. Collections Workshop
 - h. Activities Workshop
 - i. Regulatory Requirements Workshop
 - j. Rates Calculation Workshop
 11. Conduct current state and future state Integrations and Interface Design workshop
 12. Configure the solution provided by Origin to meet the requirements outlined in Origin's response to RFP 21-034 Exhibit A Part 1 and discovered during the Meter to Cash workshops, provided they fall within the scope of the parameters of this SOW.
 13. Identify and configure integration points within the Oracle solution.
 14. Develop application code to implement the solution defined within this SOW.
 15. Provide a configuration workbook.
 16. **Reporting**
 - a. Deliver A total of 120 hours of report writing training and report development.
 17. **Training**
 - a. Deliver Core Team Training.
 - b. Develop End-User training material.
 - c. Lead Train-the-Trainer training classes.
 18. Develop go-live test plans which will be validated during mock go-live testing.
 19. **Testing**
 - a. **Sprint Testing**
 - i. Definition: Testing conducted on an incrementally complete and integrated system.
 - ii. Lead and support all System Testing activities
 - iii. All development during the development (Construct) phase is unit tested against specific acceptance criteria jointly defined during the design activities. Acceptance criteria is documented within a defined user story that is accepted by both Origin and the City prior to the start of each development sprint. All completed business functionality will meet the acceptance criteria, to include any integration testing required.
 - iv. Develop and execute test plans and scripts to validate the solution provided works as expected. This testing does not include software or systems not installed or configured by Origin.
 - v. Track, manage and remediate defects identified during system testing.
 - vi. Provide the City system testing results at the end of System Testing.

b. System Integration Testing (SIT)

- i. Definition: Testing the complete system end-to-end, including all system communications/integrations.
- ii. Origin leads and supports all SIT activities
- iii. Develop and execute integration test plans between applications provided by the Origin and edge systems.
- iv. Track, manage and remediate solution defects identified during system integration testing.
- v. Provide the City System Integration Testing results at the end of SIT.

c. User Acceptance Testing (UAT)

- i. Definition: UAT is performed throughout the Development (Construct) phase. During each development sprint, Origin and any related third-party vendors will perform unit and integration testing in the development environment with functionality that was delivered during that sprint. Once integration testing has been completed, the City will perform UAT in the testing environment. Immediately after the Construct phase, the Confirm phase begins, with end-to-end and UAT running for an additional 4 weeks.
- ii. Provide solution and product defect management services during User Acceptance Testing. The City will define test cases for UAT that relate to business operations that must be performed in the functional area being tested.
- iii. Track, manage and remediate solution defects identified during UAT.
- iv. Provide the City defect remediation results of UAT.
- v. The City requires three types of acceptance tests included in the ATP: **functional, performance and reliability**. Errors will be classified and attended to according to the following Error Severity Level designations. Errors that result in an Oracle Service Request (SR) due to an issue with base functionality will be facilitated by Origin, but Origin is not responsible for the timely completion of an Oracle SR.
 - a) **Level 1 Error** — Core business functions cannot be performed. Issue affects multiple users, critical operations and/or database functionality. All Level 1 errors will be corrected prior to system go-live.
 - b) **Level 2 Error** —Functionality issue compromises productive use of the application, and a procedural workaround is not available. All Level 2 errors will be corrected prior to system go-live.
 - c) **Level 3 Error**—Functionality issue compromises productive use of the application, and a procedural workaround is available. All Level 3 errors will be corrected prior to system go-live.
 - d) **Level 4 Error**—System contains minor errors that do not impact productive use of the application. System may be accepted, and error does not need to be remediated prior to go-live. The problem will be added to a punch list and final payment will not be made until problem is resolved.
- vi. In the event a Level 1 Error is corrected by the Offeror, then subsequently fails on two (2) additional occasions within the test period, the City has the right to demand senior executive level negotiation on remediation activities.
 - a) **Functional Acceptance Testing Requirements**
 - 1. Using hurdle criteria mutually agreed prior to each development sprint, the City will confirm all System functionality before System Acceptance. Acceptance criteria is documented within a defined user story that is accepted by both Origin and the City prior to the start of each development sprint. Acceptance Test Plan, and System Documentation includes each RFP requirement. Deviation from RFP requirements may result in a Change Order.

2. During the Functional Acceptance Test the Offeror will demonstrate the operation of each required feature, function, and interface in a test environment based on the acceptance criteria mutually defined before each development sprint.
 3. Should any feature, function, or interface fail, the failure will be attended to by Origin per the Error Severity Level as described above.
- b) Performance Testing Requirements**
1. Origin will conduct a system Performance Test during final acceptance testing before product go-live.
 2. The Performance Test will include:
 - Demonstration of the capability of the System to handle peak volumes. For this purpose, a Stress Test will be designed and applied by Origin to simulate full capacity utilization of the City.
 - A stress test to demonstrate the capability of the System to handle peak volumes. Origin will design and apply a stress test to simulate full capacity utilization (peak volumes) of the City. The stress test should perform the equivalent of a live load testing on the application for a minimum period of three (3) hours. The test should simulate a system transaction load equal to one and half times the peak hourly volume of cases handled by the City.
- c) Reliability Testing Requirements. Reliability Test is to demonstrate the operational capability and reliability of the System.**
1. The Reliability Test is conducted prior to Go Live when the System has successfully passed Functional testing, and again post Go Live. Performance and Reliability testing may be run simultaneously. A Reliability Test will be considered successful when all three of the below requirements are met during thirty (30) consecutive days:
 - System must demonstrate full availability during regularly scheduled Municipal operations.
 - Based upon an agreed checklist, the system performance continuously meets the Functional requirements of the Contract, as tested, or verified by City personnel at any time during the thirty (30) consecutive day period.
 - Based upon an agreed checklist, the system performance continuously meets the Performance requirements of the Contract, as tested, or verified by City personnel at any time during the thirty (30) consecutive day period.
 2. If the System Availability falls below the required availability mark, the Reliability Test will be stopped and considered unsuccessful. At this time Origin should correct any deficiencies in preparation for a retest. If the deficiencies are of such severity that the retest cannot be initiated within fifteen (15) days of the initial failure, Origin should prepare a Correction Plan that details the reason for the failure and proposed correction.
 3. Origin will have three opportunities to complete the Reliability Test over a period of ninety (90) days. If Origin fails to successfully complete the test in this time period, then, at the City's option:
 - The Contract between Origin and City may be terminated as specified in the Contract.
 - Origin will upgrade the System with whatever resources are necessary to bring the System into compliance, at no cost to City.

- d) **Final System Acceptance.** Based upon mutually agreed criteria, the City will notify Origin in writing of the successful completion of each test. The City will issue written notice of Final Acceptance after successful completion of the post Go Live Reliability Test, and achievement of all milestones as specified in the Contract.
 - d. **System Performance**
 - i. **System Availability.**
 - a) Ongoing system performance / uptime is addressed in the Master Services Agreement under Origin Service Level Agreements.
 - e. **Mock Deployment Testing**
 - i. Definition: Testing used to simulate the tasks during the actual go-live. This testing verifies each task, dependencies, duration, and responsible parties.
 - ii. Lead and support all Mock deployment testing.
 - iii. Remediate all solution defects or go-live readiness timing issues.
 - iv. Update go-live plan to accommodate any changes.
- 20. Provide up to 13 weeks of solution support Hypercare for defects as a result of this project.
- 21. Contract closure is acceptable upon the completion of the following criteria:
 - a. Transition to Final state solution is complete at the end of the Hypercare period which covers two month-end closes;
 - b. All Critical and High Severity issues related to the upgrade are either closed, accepted as-is, or resolved. Resolution options may include an acceptable workaround, designation as a known manufacturer defect, or other such mitigation option;
 - c. Function of new CIS is the same as or better than the functions of the legacy CIS;
 - d. Knowledge transfer has occurred and has been approved as complete by the City; and
 - e. The City acknowledges the completion of the Hypercare period.

C. Party Responsibilities

1. The City Project Manager will work with Origin Project Manager to support an ongoing good faith estimate of resource demand 60 days in advance based on known backlog of work.
2. If any Origin resource is not performing to the satisfaction of City, upon City's request, Origin will replace the resource immediately. The City retains the right, in its sole discretion, to interview and approve the replacement resource prior to engaging such resource. If the resource was replaced pursuant to this section, no additional fees will be charged to the City for any training or knowledge transfer required to onboard the replacement resource.
3. Travel expenses are included in the overall pricing.
4. Origin will develop for City a report that lists all the delinquent accounts prior to sending them out for shut off.
5. Origin will provide City with 120 hours of report training and report writing services.
6. Origin's onshore resources will be available to assist City personnel during City's core business hours.
7. Origin will provide project management, functional, and design/developer expertise specifically related to and sufficient to complete the scope of this SOW.
8. The City's Project Manager will manage City resources needed to provide data, information, logs, and other items necessary to create SR or support the enhancement or new development request.
9. Origin Project Manager will be onshore. He/she will manage the development process between the onshore and offshore Origin resources.
10. Throughout the project, Origin will facilitate knowledge transfer where appropriate.
11. The City resources will be available to participate in sprint demonstration meetings to provide feedback (acceptance, rejection with specific acceptance feedback)

12. The City will maintain an active support agreement for in-scope technology products throughout the duration of the project.
13. Each party shall be responsible for its contractual relationships with third parties and for facilitating their cooperation with the other party. Each party is responsible and accountable for the performance of any of its third-party consultants, subcontractors, vendors, including, but not limited to, the timeliness of their performance.
14. The City will be responsible to establish and maintain all network communication and security.
15. The City will be responsible for secure data hosting services for 3rd parties including, but not limited to, financial institutions.
16. Origin will provide City with templates and examples of test plans and scripts. City is responsible for creating final test plan and test cases.
17. Planning and Execution of UAT is the responsibility of the City.
18. System, code, or patch updates initial install or development will be developed in the “Development” environment only; that code will be tested in the “Test” environment and approved by the solution architect before it is promoted to the “Production” environment.
19. Origin will not be held responsible for project delays directly related to an Oracle Service Request (SR).
20. Defects in edge systems will be managed by the City’s internal defect management process.
21. The integration test plan will be jointly developed by Origin and the City. The plan defines each of the integration points, who is responsible, and how they will be tested and verified.
22. The City is responsible for testing and remediation of all edge systems.
23. Training will use the testing environment
24. The City is responsible for technical support for solutions that are not specifically part of the Oracle solution. These areas include, but are not limited to, network communication, network security, and edge system issue resolution.
25. Origin will adhere to the City IT Change Control policies and processes as they relate to technical changes that may impact any of the City’s environments.
26. Origin provides enablement, configuration, and train the trainer training, the City is responsible for training end users on end-to-end process flows.
27. City data is clean, and City is responsible for data extraction and conforming to upload template
28. During the Construct phase of the project the City core team is available to make decisions regarding setup as needed
29. Origin will enable the City team to be active participants during the Construct phases
30. The City is able to provide staffing levels to support the implementation approach
31. The Confirm phase will focus on UAT and Training which is led by the City and supported by Origin.
32. Go Live will be co-led by Origin and the City.
33. Origin will use their standard “On-Point” methodology that was defined in our proposal to deliver the project. Modification of the delivery methodology may result in additional project costs.
34. Origin will use their Atlassian Jira system for resource task management. Tasks assigned to the City will be provided to the City Project Manager by reporting extracts from Jira.
35. Rework required for configuration design documentation, system configuration, or coding after approval may lead to unplanned work and a change request. This does not include work required due to defects.

Project Exclusions

- 36. Design, development, unit testing, and delivery of any base product extensions.
- 37. Design, development, unit testing, and delivery of any additional reports outside the scope discussed above.
- 38. Design, development, unit testing, and delivery of any integrations outside the scope discussed above.
- 39. User Acceptance Testing management, coordination, or oversight.

Dependencies

- 40. The City will provide the necessary user and system accounts within 24 hours of the request.
- 41. The City will provide the necessary CIS data within the parameters outlined on the project schedule.
- 42. The City will ensure secure network communications are established with the Origin.
- 43. The necessary City resources will be available to complete tasks as assigned per the project schedule. Availability delays could cause a project delay resulting in a Change Request (CR).

Integrations. Below are the identified integrations:

- 44. Payment interface with account information from CIS to Paymentus (two-way, must be real time)
- 45. MDM interface from CIS to Electsolve (two-way, Meters, Customer, Billing, Account Rate, Cut Offs data, Turn On/Off with starting and Final reads)
- 46. Meter readings from CIS to Meter Reading Vendor (two-way, we have a mix of automated and manual reads [2 files])
- 47. Billing/Cash interface from CIS to Munis (one-way)
- 48. Billing data from CIS to Bill Print Vendor (two-way)
- 49. Alternate payment interface to apply payments from ACH/Lock-box/remit processor/other to CIS (one-way)
- 50. Meter Inventory import from flat file to CIS (can you demo import of an .xml file [L+G]? Is there a limit to number of meters?)
- 51. Meter Exchange (change-out) import from flat file to CIS
- 52. Document Management System (Attachments) in CIS if separate application (how are documents attached)
- 53. Potential for integration from CIS Self Service portal to Paymentus/Centravu (two-way, is SSO possible?)
- 54. Service Order interface from CIS to Service Order Application/Mobile (two-way)
- 55. SSO interface from CIS to Active Directory
- 56. GIS interface from CIS to ESRI ArcGIS services (two-way) - specifically as it applies to adding/importing new addresses
- 57. CIS interface (possibility to create a flat file) with CIS info for our Milsoft Outage Management System to import

III. Staffing. Origin is proposing the below key project team resources to deliver the Professional Services outlined in this SOW, barring any unforeseen out of work scenarios. Origin will staff the project with other resources that are sufficiently skilled to deliver their assigned tasks.

Role	Resource Name	Location
Project Manager	Brad Tarrant	US
Solution Architect	Muhssin Suliman	US

IV. Deliverables. The table below includes all deliverables Origin will provide the City. The RACI (i.e. responsible, accountable, informed, consulted) for both Origin and Customer, along with the description of each Deliverable is included.

Deliverable	Origin	Customer	Description
Engage Activities			
Project Schedule	R	C	A duration-based work plan that presents the tasks, task owners, estimated durations, dependencies, and resources necessary to successfully execute the project. This document includes the estimated delivery date of each deliverable listed in this document. This plan is maintained throughout the project to accurately reflect the current project tasks and timelines.
Project Kick-Off Summary	R	C	Summary of the Project Kick off meeting with Origin, the City, and all relevant stakeholders. This summary will include the presentation deck and artifacts reviewed during the kick-off meeting.
Deliverables Inventory	R	C	Provides a complete list of deliverables, templates, and examples to align plans, the deliverable itself, and expectations. Once approved, the Deliverables Inventory becomes an actively managed document with percentage complete, status and expected/actual completion dates. Origin will conduct a Deliverable Level Set meeting with the City to confirm alignment.
Communication Plan	R	C	Outlines how the information will be communicated throughout the project.
Data Migration Strategy	R	C	A plan for converting the City's existing data to the new solution, leveraging the Conversion Strategy developed during the Design Phase.

Deliverable	Origin	Customer	Description
Enable Activities			
User Story Backlog	R	C	Detailed list of each business functional and technical requirement and the testing methodology to confirm requirements are met.
Enterprise Application Survey	R	C	This survey identifies all edge systems that communicate and interface with the CIS. This survey documents the type of communication and communication requirements.
Construct Activities			
End-User Training Materials	R	C	End-user training materials that will be used to train the City's end users. The documentation will be provided electronically so it can be reproduced or sent to the end-users.
Batch Schedule	R	C	This is the daily batch schedule req
Sprint Package	R	C	At the end of each sprint a "Sprint Package" is provided. This includes the sprint backlog, solution overview design, and demo results.
Solution Package	R	C	The solution package includes all sprint packages, Code/Configuration, Release Notes, Configuration workbook, and technical designs.
Confirm Phase			
System Integration Test Summary	R	I	End-to-end testing of the CIS and all integrated edge systems. Defect results from System Integration testing will be remediated by accountable parties. Defects will be reported by severity level and disposition.
Parallel Test Completion	R	C	Testing used to confirm the new CIS system delivers the same Meter to Cash results as the current legacy system.
User Acceptance Testing Completion	C	R	Testing lead by the City. The City is accountable and responsible for all testing during this phase. Defects will be reported, remediated, and dispositioned throughout.
Transition To Operate Phase			

Deliverable	Origin	Customer	Description
Go-Live Readiness Assessment	R	C	This is a checklist of all requirements that must be met for the project team to proceed with the go live. This checklist includes technical, functional, and business requirements that were defined early in the project.
Cutover/Deployment Plan	R	C	Documentation of the cutover procedures, sequence, timing, resources, and communication necessary for a successful go-live cut-over. This is the plan that was developed during the project Mock exercises.
Project Closure Letter	R	C	The letter outlining the completion of the project and all associated SOW requirements.

Deliverable Completion Criteria. Upon the completion of each deliverable, Origin will issue a deliverable completion letter to the City Project Manager.

A deliverable will be considered delivered when:

1. The item is posted to the agreed-upon project file repository, AND
2. written notification has been provided to the City that the document is available for their review, with the location of that document, AND
3. all ancillary documents and components required to complete a detailed review of the item are also delivered, AND
4. for development items, the ancillary supporting tools/application, all pieces of the item have been provided and all pieces are deployed and properly configured, and all testing phases are completed.

The City shall take the following actions with respect to the review and approval of all delivered project deliverables:

1. Each deliverable prepared by Origin shall be subject to the approval of the City
2. The City shall complete the review of each deliverable within five (5) business days of delivery
3. The City shall provide Origin with: 1) approval of the deliverable OR 2) a written statement identifying in reasonable detail, with reference to the requirements of this Statement of Work, all deficiencies in such deliverable and the corrective actions or changes to be made by Origin in order to make the deliverable conform in all material respects to the requirements hereof.

If no approval or deficiencies are submitted to Origin within five (5) business days of delivery, the deliverable will be assumed approved unless the City requests, and Origin grants, additional time for the review period. Origin's approval for additional review time shall not be unreasonably withheld.

In the event that the City provides Origin with a notice of deficiency, Origin shall have five (5) Business Days, or a mutually agreeable longer time period, after receipt of the City statement of deficiencies to make all requested modifications to the deliverable or indicate a disagreement. Upon delivery of the modified deliverable, the City will complete a review of the modifications made in response to the statement of deficiencies following the review process described above.

V. Delivery. The key milestone dates below are estimated based on a reasonable estimate prior to project start. All durations are subject to a project plan baseline set with the City under the Project Schedule deliverable.

Estimated Completion	Milestone
Contract Signing	Project Start Date
Signing + 5 days	Project Schedule
Signing + 10 days	Project Kick-Off Summary
Signing + 25 days	M1- Engage Phase Complete
Signing + 45 days	Enterprise Application Survey
Signing + 140 days	M3 – Construct Phase Complete
Signing + 210 days	M4 – Confirm Phase Complete
Signing + 220 days	Go-Live Readiness Assessment
Signing + 230	M5 – Go-Live
Signing + 300 days	M6 – Project Close Out

VI. Pricing and Payment. Origin will invoice the City a monthly fixed fee of \$60,000 until the termination or expiration of this SOW. Origin will further invoice the City monthly for any Milestones delivered in the previous month. The payment terms of the MSA will control all payments. The City will withhold 10% of each payment for retainage until final complete system acceptance by the City.

The estimated invoice dates below are days after contract execution.

Est. Invoice Date	Monthly Fee	Deliverable Value	Software	10% Retainage	Total	Description
Signing + 15 days		\$96,902.17	\$73,940.80	\$9,690.22	\$161,152.75	Contract Signing One Time License Fee
Signing + 60	\$60,000		\$73,940.80	\$6,000.00	\$127,940.80	
Signing + 90	\$60,000	\$75,588.74	\$73,940.80	\$13,558.87	\$195,970.60	Engage Phase Complete
Signing + 120	\$60,000	\$75,588.74	\$73,940.80	\$13,558.87	\$195,970.60	Data Migration Strategy
Signing + 150	\$60,000		\$73,940.80	\$6,000.00	\$127,940.80	
Signing + 180	\$60,000			\$6,000.00	\$54,000.00	
Signing + 210	\$60,000	\$75,588.74		\$13,558.87	\$122,029.87	Construct Phase Complete
Signing +240	\$60,000			\$6,000.00	\$54,000.00	
Signing + 270	\$60,000	\$45,353.26		\$10,535.33	\$94,817.93	Confirm Phase Complete Go-Live
Signing + 290	\$60,000			\$6,000.00	\$54,000.00	
Signing + 320	\$60,000			\$6,000.00	\$54,000.00	
Signing + 350		\$96,902.17			\$96,902.17	Project Close Out/Retainage Payout
Totals	\$600,000	\$465,923.82	\$369,704.00	\$96,902.17	\$1,338,725.65	

Rate Card. Changes to the scope, schedule, and resources that impact total effort and/or cost to Origin under this SOW will use the table below to estimate the cost of such changes. Origin reserves the right to increase these rates no more than once per calendar year to reflect any increase in the Consumer Price Index for All Cities, All Urban Consumers as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

Role	On/Off Shore	Rate/Hr.
Project Manager	On-Shore	\$180
Solution Architect	On-shore	\$180
Functional Architect	On-Shore	\$180
Integration Architect	On-Shore	\$175
Data Conversion Architect	On-Shore/Off-Shore	\$180
Technical Architect	On-Shore/ Off-shore	\$252
Business Analyst	On-Shore	\$135
Training Lead	On-Shore	\$135
Designer/Developer	Off-Shore	\$100

VII. Miscellaneous

Location. With the exception of key milestone events of the project (project kickoff, mock events, and go-live), professional services for this engagement will be performed remotely unless otherwise deemed necessary. Onsite at Customer's offices located at:

The City of College Station
1101 Texas Ave.
College Station, TX 77840

Travel Expenses. Travel expenses are included in the Pricing and Payment section and will not be invoiced. Origin has estimated 18 person trips to deliver the scope of this SOW.

Invoicing: Origin shall submit invoices electronically via emailed PDF to: vendorinvoiceentry@cstx.gov

Contract Change Control: If any proposed modifications to this SOW constitute a change to scope, functionality, responsibility, schedule, cost or other material terms of the project, the provisions of this section will apply. Only changes that are mutually agreed by both Parties in writing will be made to this SOW. The Project Change Control Process described below is based on the following assumptions:

1. Changes that require the addition of hours to the project will be billed at the rates within this SOW.
2. Vendor or Customer may initiate change requests whenever there is a perceived need for a change that will affect this SOW (e.g., scope, schedules, functionality, or cost).

EXHIBIT C

INFORMATION SECURITY EXHIBIT

Origin has established and will maintain a formal, documented, companywide information security management system that contains administrative, technical and physical safeguards to protect against reasonably foreseeable internal and external risks to the confidentiality, availability and integrity of Customer Data (“Information Security Policy”).

1. Notification of the Policy. The Information Security Policy will be communicated to all Origin personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to promote its operational effectiveness and compliance with all applicable laws and regulations and to address new threats and risks.

2. Personnel and Contractor Protections. Origin will implement the following controls:

- a. Perform, as needed, appropriate criminal, education, and employment background checks on personnel for potential security risks.
- b. As needed, require employees, contractors, and subcontractors to sign appropriate written confidentiality/nondisclosure agreements and information security policy agreements.
- c. Supply each of its personnel with appropriate, recurring training regarding information security procedures, risks, and threats.
- d. Have an established set of procedures requiring personnel and contractors to promptly report actual and/or suspected breaches of security.
- e. Ensure all agreements with third parties involving access to Origin’s systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), will specifically address security risks, controls, and procedures for information systems.

3. Access Control.

Origin has implemented formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- a. As appropriate, network access to both internal and external networked services will be controlled, including, but not limited to, by the use of properly configured firewalls.
- b. Applications will include access control to limit user access to information and application system functions.
- c. Origin will utilize the principle of “least privilege” and concept of “minimum necessary” when determining the level of access for all users to Customer’s nonpublic sensitive information, such as through role-based access controls.
- d. Authentication measures may include minimum password length, password complexity, a maximum password expiration, a minimum password expiration, dual factor authentication, and a minimum password history.

- e. Wireless network access (e.g., IEEE 802.11x or similar technology) will be protected using an authentication and encryption method that follows standard IEEE 802.11i and is at minimum AES-128 bit encrypted (WPA2.)

4. Patch Management. Origin will have a patch management program. Patches will be applied within a reasonable timeframe, based upon the level of risk, from the point of discovery. If the risk is not remediated within a reasonable timeframe, Origin will implement compensating controls as appropriate to mitigate the risk until remediation can occur.

5. Change Management. Any major change to the system shall be authorized and approved by the City. The changes will follow the change management process outlined Origin's change management policy with advanced notice from Origin and according to this Contract. All enhancements and upgrades shall be included in the change management scope of work. All changes will be reasonably tested by the vendor in accordance with the requirements of the City. All major upgrades with exception to emergency upgrades, such as to address a vulnerability, will be scheduled on a calendar and back-out plans presented to the City

6. Cloud Provider. When some or all of Origin's Work involves being a Cloud Provider, the following shall apply:

- a. **Security Policies and Procedures.** Origin shall provide the City with copies of its information Security Whitepaper. Origin will provide SOC 2 reports from applicable cloud service providers on request.
- b. **Industry Best Practices.** Origin must provide all services using industry standard security technology and techniques according to industry best practices and standards; the City's security standards, policies and procedures including those relating to fraud prevention and detection and any other inappropriate system and network use or access, including, but not limited to:
 - i. Providing secure (SSL, HTTPS, or similar) access to all levels of users as defined by the City via the internet;
 - ii. Having controls meeting applicable laws and the latest Framework for Improving Critical Infrastructure Cyber security from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;
 - iii. Completely testing and applying patches for hardware bios/firmware, bare metal operating systems (e.g. VMware ESXi), virtualized server operating systems, and software products before release; and
 - iv. Having all servers providing work to the City solely physically located within the continental United States of America. Origin must house all servers and equipment in an operational environment meeting industry standards including a climate-controlled room with a fire and security hazard detection system and a network and electrical redundancy system, including backup Uninterruptable Power Supply (UPS) and automatic fail-over stand-by generators and physical security.

c. **Data Transfer.** Any data transfer between the City and Origin must be encrypted and follow industry best practices for data security.

d. **Data Breach.**

i. **Notice.** Origin must promptly notify City within 48 hours of any confirmed data security incident in accordance with applicable law. Origin must:

1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
2. Promptly implement necessary remedial measures; and
3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to make changes in business practices in providing the work, if necessary.

ii. **Agreement Breach.** If a data breach results from Origin's failure to adhere to industry standard information security practices, Origin must, to the extent not prohibited by applicable law:

1. Bear any costs associated with the investigation and resolution of the data breach
2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;
3. Engage a credit monitoring service or identity protection service;
4. Publish a website or toll-free number and call center for affected individuals as required by state or federal law;
5. Complete all corrective actions as reasonably determined based on root cause; and
6. Send the City written findings and remedial measures from the data breach.

e. **Preventive Security Procedures.** Origin must:

- i. Provide on-going software updates as they become available complying with the defined maintenance windows. Origin must completely test updates; including any bug fixes, patches and other improvements;
- ii. Monitor system and error logs and perform preventive maintenance to minimize and predict system problems, including initiating and completing an appropriate response;
- iii. Conduct a third-party independent security/vulnerability assessment at its own expense at least annually and make the results of such assessment available to the City;
- iv. Ensure third-party application and vulnerability security scans and schedules are performed;

- v. Limit logical and physical access to all system components and provide access only to those individuals with a business need for work provided. Individuals who have access to systems and data must have a criminal background check;
- vi. Annual security audit results must be provided, as available, in Origin's cloud service provider's Service Organization Control (SOC) report. The audit results must comply with industry standard controls for data security and disaster recovery that Origin makes available to the City in writing; and
- vii. Take all necessary measures to protect the data and encryption keys including, but not limited to the off-site servers daily backup according to industry best practices and encryption techniques.

f. Disaster Recovery. Origin must comply with its disaster recovery plan.

g. Closeout.

- i. **Agreement Expiration.** When the Agreement term expires or terminates, and at any other time at the City's written request, Origin must promptly return to the City all intellectual and physical property subject to the Agreement including, but not limited to system configuration data and information in file or document formats in Origin's possession or control.
- ii. **Access.** The City will have access to export and retrieve its data for no less than ninety (90) days after the Agreement expiration or termination date. The City must be able to access its data at any time during the Agreement term in a readily readable, structured and documented format, such as CSV-format or some other standard format offered by the Origin. Origin must provide the City transition work after Agreement expiration or termination at Origin's then-current and generally-charged hourly rates.
- iii. **Data Removal.** At the City's request upon Agreement expiration or termination, Origin must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Origin's servers to the extent possible based on the then-current technology available. Origin must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Origin will not otherwise delete the City's data without City's prior written consent.

EXHIBIT D

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) applies to all Subscription Services. For the avoidance of doubt, Customer’s access and use of a Subscription Services will provide Customer the benefits and rights under this SLA at any time during the applicable Term (as defined below). Terms not otherwise defined below will have the same meaning as in the Agreement.

1. Service Level Definitions.

“Available” means the Subscription Services can be accessed by Customer’s Authorized Users.

“Availability” means the percentage resulting from the following expression: the number of minutes in a calendar month minus the number of minutes the Subscription Services are not Available in such month excluding Excused Downtime, divided by the number of minutes in such month.

“Excused Downtime” means the minutes in a calendar month the Subscription Services are not Available due to: (a) Service Modifications; and (b) circumstances beyond Origin’s reasonable control (e.g., force majeure events, general Internet outages, third party or Customer controlled service or infrastructure failures and delays, network intrusions, denial-of-service, or other similar attacks or interference by anyone other than Origin or its agents).

“Monthly Subscription Fees” means the amount resulting from the following expression: the number of days in a calendar month falling under the Subscription Services Term divided by the number of days of such Term, multiplied by such Subscription Services fees for such Term.

“Service Modifications” means any necessary or required maintenance, repairs, updates, or other modifications to the Subscription Services, and the systems, networks, and infrastructure used by Origin to operate and provide the Subscription Services.

“Term” means the period of authorized access and use of the Subscription Services as set forth in an Order Form.

2. Monitoring. Origin shall continuously log, monitor, and keep system records of the Subscription Services accessibility on a minute basis and shall make commercially reasonable efforts to communicate outages and events impacting accessibility.

3. Service Modification Notice. Origin shall provide Customer with notice prior to a planned Service Modification if: (a) Origin believes that the Service Modification will materially impact the Availability of the Subscription Services; and (b) such notice will not pose a security risk to Origin or its customers.

4. Fee Credits for Availability Events. If the Availability of the Subscription Services falls below 99.5% in any calendar month during the Term (each an “Availability Event”), Origin will send Customer a monthly Availability Event report. Customer will be entitled to request a credit to be applied against Customer’s fees for the next renewal Term of the Subscription Services (“Fee Credit”) by submitting notice to Origin in writing. Such notice must be sent within 30 days following the end of the calendar month in which the Availability Event occurred for Customer to be eligible to receive a Fee Credit. Origin will validate Availability Events against Origin’s system records and will determine Fee Credits in accordance with the following table:

<u>Availability</u> (per calendar month)	<u>Fee Credit</u> (percentage of Monthly Subscription Fees for the calendar month subject to the Availability Event)
>= 99.5%	no credit
>= 98.0% through < 99.5%	1%
>= 95.0% through < 98.0%	2.5%
< 95.0%	5%

5. Incident Tracking

Support incidents can be logged into Origin’s Incident/Request Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is issued to track and reference open issues when clients contact support.

6. Response Time Service Credits.

Service Credits for response times defined below, will be calculated monthly and, in aggregate, shall not exceed five percent (5%) of the equivalent monthly SaaS Fees. Services Credits will be awarded in increments for each missed SLA as detailed below.

<u>Service Level Agreement – Solution Incident Resolution Times</u>			
<u>Severity</u>	<u>Acknowledge Receipt of SR</u>	<u>Initial Assessment</u>	<u>Update Frequency</u>
Severity 1 (Critical) – Mission Critical	30 minutes	3 hours	30 Minutes
Severity 2 (High) – Business Critical	4 business hours	2 business days	1 business day
Severity 3 (Medium) – Business Operational	8 business hours	2 business days	1 business day
Severity 4 (Low) – Productivity Impact	2 business days	3 business days	Weekly
Comments a. An accepted workaround that allows for business continuity will lead to closure of the initial incident; a new incident shall be created to resolve the underlying issue that caused the initial incident to be raised. An agreed upon timeframe to resolve the underlying issue will be established between the Customer and Origin on a case-by-case basis. b. Time is excluded from the measurement while waiting for the Customer to respond or provide additional information. c. Time is excluded from the measurement when the delay is caused only by a product vendor (e.g., Oracle SR). d. Critical calls must be placed by telephone and confirmed by email.			

7. Incident Escalation

Levels of Escalation:

- 1. Level 1:** front-line representatives
- 2. Level 2:** more senior in their support role, they assist front-line representatives and take on escalated issues
- 3. Level 3:** assist in incident escalations and specialized client issues
- 4. Level 4:** responsible for the management of support teams for either a single product or a product group

If the Customer reasonably believes they are not receiving the service needed, they may contact the appropriate Customer Success Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs. On occasion, the priority or immediacy of a software support incident may change after initiation. A software support incident can be escalated by any of the following methods:

1. **Telephone** – For immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
2. **Email** – Customers can send an email to software support to escalate the priority of an issue.

On-line Support Incident Portal – Customers can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number. Response Time Service Credits: Service Credits for response times defined in the table above, will be calculated monthly and, in aggregate, shall not exceed five percent (5%) of the equivalent monthly SaaS Fees. Services Credits will be awarded in increments for each missed SLA as detailed below.

Severity	Credit Amount	Credit Trigger
Severity 1 (Critical) – Mission Critical	Per Occurrence above credit trigger: $[\text{Support total} / 365] * 3$	More than one (1) in a month
Severity 2 (High) – Business Critical	Per Occurrence above credit trigger: $[\text{Support total} / 365] * 2$	More than two (2) in a month
Severity 3 (Medium) – Business Operational	Per Occurrence above credit trigger: $[\text{Support total} / 365]$	More than three (3) in a month
Severity 4 (Low) – Productivity Impact	None	None

EXHIBIT E
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hotchkiss Insurance Agency, LLC 13430 Northwest Freeway Suite 600 Houston TX 77040	CONTACT NAME: Certificates Houston PHONE (A/C, No, Ext): 800-899-9810 E-MAIL ADDRESS: certs@hiallc.com FAX (A/C, No): 713-956-0331
INSURED Origin Utility, Inc.; Origin Consulting, LLC The Trusted Cloud Company LLC Origin SmartOps 21175 Tomball Parkway, Ste.127 Houston TX 77070	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd INSURER B: Hartford Fire Insurance Company INSURER C: Hartford Insurance Company of Illinois INSURER D: INSURER E: INSURER F:
	NAIC # 11000 19682 38288

COVERAGES**CERTIFICATE NUMBER:** 1546046530**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			61SBAIH8586	4/9/2022	4/9/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			61SBAIH8586	4/9/2022	4/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			61SBAIH8586	4/9/2022	4/9/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	61WECAO7964	4/9/2022	4/9/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C A	Tech Professional with Cyber Crime Property at Other Premises			61TE029214622 61BDDIA0591 61SBAIH8586	4/9/2022 4/9/2022 4/9/2022	4/9/2023 4/9/2023 4/9/2023	Limit Employee Theft Limit Limit 5,000,000 1,000,000 10,000

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

The General Liability policy includes additional insured endorsement, Form SS0008 0405 that provides additional insured status for ongoing operations and Waiver of Subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability policy includes a special endorsement with Primary and Noncontributory wording as required by written contract, SS0008 0405. The Hired & Non Owned Auto policy includes additional insured endorsement, Form SS0008 0405 that provides additional insured status for ongoing operations, Primary and Noncontributory wording, and Waiver of Subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The workers compensation policy includes a blanket waiver of subrogation endorsement when required by written contract.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

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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ADDITIONAL REMARKS SCHEDULE

AGENCY Hotchkiss Insurance Agency, LLC		NAMED INSURED Origin Utility, Inc.; Origin Consulting, LLC The Trusted Cloud Company LLC Origin SmartOps 21175 Tomball Parkway, Ste.127 Houston TX 77070	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The umbrella/excess will follow the underlying liability coverage forms and Employer's Liability, subject to the policy terms and conditions.

The General Liability, Hired and Non Owned Auto policies include a 30 Day Notice of Cancellation to Certificate Holders.

Professional Liability policy includes Information Security & Privacy Insurance

Retroactive Date 4/26/07 Tech Errors & Omissions includes Cyber Liability



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C. - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. - Liability And Medical Expenses Definitions**.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. - Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C. - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C. - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured 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 because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" 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. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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), or 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 that "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.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), 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 and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance 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:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) 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.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you 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;

(4) Aircraft, Auto Or Watercraft

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 A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, 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 and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance 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, unless 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:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) 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.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

12. "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 fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- 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" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (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, designs 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 (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 23. "Volunteer worker" means a person who:**
- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

EXHIBIT F
PERFORMANCE BOND

PERFORMANCE BOND

Bond No. _____

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

THAT WE, Origin Utility, Inc., as Principal, hereinafter called “Contractor” and the other subscriber hereto Skyward Specialty Insurance, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of **\$1,338,725.65** for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for implementation services, licensing, support and maintenance for utility billing software as a service, all of such work and services to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal’s competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City’s benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys’ fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not

within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

FOR THE CONTRACTOR:

ATTEST & SEAL: (SEAL)

Origin Utility, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____

Name: _____

Title: _____

Date: _____

(Address of Surety for Notice)

By: _____

Name: _____

Title: _____

Date: _____

FOR THE CITY:

REVIEWED:

ACCEPTED BY COLLEGE STATION, TEXAS:

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

EXHIBIT G
ORIGIN'S RFP RESPONSE DATED JULY 6, 2021



Utility Billing System Software Proposal by: Origin Consulting, LLC

Utility Billing System Software / RFP #21-034

Response Due Date: July 26, 2021

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Cover Letter

City of College Station, Texas July 26, 2021
Purchasing Division - City Hall
PO Box 9960
1101 Texas Ave.
College Station, TX 77842

To Whom it May Concern:

On behalf of Origin Consulting, LLC (Origin), I wish to thank you for the privilege and opportunity to present a proposal in response to the City of College Station's (the City) Request for Proposals RFP #21-034.

Origin, celebrating its 14th anniversary, has become a name brand across North America for providing best in class services within the utility industry. Our consultants, most of whom have more than 20 years of experience implementing Oracle products, are expert with industry best practices used for implementations, upgrades, and Meter-to-Cash (M2C) business operations. In addition, one of our most important key differentiators is our proven track record of building and maintaining a trusted, service-minded relationship with our clients. Origin has many clients that we support today that have been with us for as long as we have been in business. We partner with our clients to support and guide them through their continued cycle of M2C innovation and change.

Origin has reviewed the City's request and has crafted a unique and compelling solution that provides a world-class platform to enable the City to meet its current M2C utility operations requirements and provide a foundation for continual innovation. We recognize that modern utilities face unprecedented challenges with affordability, resiliency, conservation measures, aging infrastructure, and increasing customer expectations for new and easier ways to interact.

To address these challenges and more, we have partnered with Oracle to create an innovative tier one utility billing solution at a total cost of ownership comparable to a tier three solution. Origin is proud to present our cloud hosted solution powered by Oracle Utilities technology. We bundle Oracle's Customer to Meter (C2M) utility billing system (UBS) with Origin's mobile work management solution (MobileLite) and Origin's Customer Experience (OCX) customer self-service web portal. OCX is a modern utility Software as a Service (SaaS) portal, customized to the City's functional and branding requirements, and featuring robust customer service and payment processing functionality.

By choosing this fully hosted solution, the City gains a world-class UBS, a modern, customer-focused web portal, and a mobile work management solution with Origin's expert team maintaining the solution on the City's behalf. For the City, this complete solution delivers the optimal outcome: An efficient UBS, customer web portal, and mobile work management solution running in a predictable and sustainable manner with the City staff enabled to focus on high-value activities such as innovation and customer engagement.

The City's request for services is a perfect fit for Origin's expertise. Our proposal demonstrates our alignment with relevant industry, business and product experience to the City's business

and technology objectives for this project. Origin's capabilities and experience are an excellent fit for the City's objectives. Origin brings significant utility experience, specific abilities for this project, and the people to back up our claims - all of which make your project a success. Origin strives to deliver a level of service in our solutions that are above industry standard and are delivered in a manner that is caring and thoughtful. Our references and long-standing customer relationships can attest that Origin consistently exceeds expectations.

For purposes of inquiry, negotiation, or other matters, please consider me to be Origin's primary point of contact. I have the authority to negotiate and contractually bind and extend the terms of this written proposal. Thank you in advance for reviewing our proposal. We look forward to learning more about your needs and sharing additional details about our approach during the finalist interview session.

Warmest regards,



Corey Labor
Vice President, Origin Consulting, LLC
clabor@originutility.com
802-233-2970

Executive Summary

Origin, headquartered in Las Vegas, NV and with offices in Dallas and Atlanta, has been the professional services provider of choice for many utility companies. We specialize in the M2C ecosystem, focused exclusively on the utility industry. We lead and support our clients as they face many challenges - from implementing and managing mission-critical software to improving their business processes. With our clients, we achieve outsized business outcomes. Our expertise, attention to detail, and personal service reflect in everything we do.

To align with your Smart City goals, it's imperative that the solution the City selects delivers robust capabilities that meet your requirements now while also providing greater flexibility for the future, all while managing costs smartly. Origin is confident that the proposed cloud-hosted solution, anchored by Oracle Utilities C2M, allows the City to deploy a tier 1 commercial off-the-shelf UBS UBS that is cost effective, full of innovative features, highly configurable, and easily maintained without requiring expensive upgrades in the future.

Origin hosts, supports, and manages the solution for the City. While the City gains a cutting-edge, innovative solution to support their day-to-day M2C operations, technical resources that historically may have spent significant time providing technical support for the UBS solution are freed up. With Origin monitoring, supporting, and deploying periodic patches and releases, these resources can focus their time on more strategic and innovative efforts for the City's Smart City initiatives.

Outlined in Figure 1 below are some key features of the overall solution that we strongly feel sets our solution above the competition.

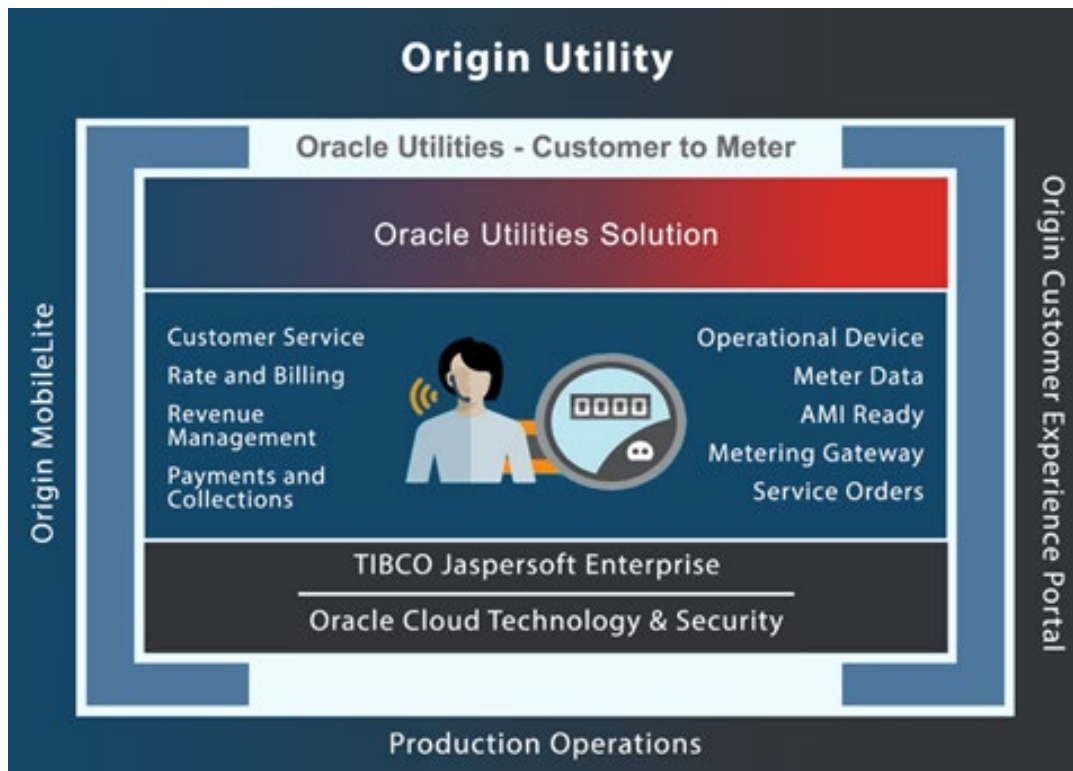


Figure 1 - Solution Overview

Utility Billing System: At the heart of our proposed solution is the Oracle **Customer to Meter (C2M)** UBS, fully maintained by Origin. This SaaS software combines the power of a tier 1 utility M2C solution with the scale and agility of the Oracle Cloud Infrastructure (OCI). Combining market-leading Oracle Customer Care and Billing (CC&B) and Oracle Meter Data Management (MDM) applications, C2M delivers a market leading utility customer billing and metering platform. With C2M, the City gains a trusted technology foundation that is built for innovation, with the following highlights:

- End-to-end M2C solution
- Rich, market-leading UBS and MDM applications fully integrated, which removes the need for costly integrations
- Accelerated implementation package with prebuilt configuration and test scripts based on utilities best practices
- Powerful rate engine for multi-commodity billing

Customer Self-Service: leveraging years of experience integrating UBS solutions with other third-party customer portal solutions, Origin developed our SaaS offering, **Origin Customer Experience (OCX)**. OCX comes prepackaged with out of the box, real-time integrations with C2M, payment providers, bill print vendors, and document management systems. It is important to note that OCX is purpose-built to integrate with Oracle applications. This customer engagement platform is designed to:

- Lower the utility's Cost to Serve - lowers call volumes by providing real time self-service functions for common activities such as starting / stopping service and viewing detailed usage
- Improve Customer Satisfaction - provides a two-way communication platform to proactively notify customers of key account information or service issues based on customer preferred channel preference (email, text, or telephone autodial)
- Impact Customer Behavior - drives the adoption of paperless billing, conservation measures, and other programs
- Provide an enhanced online payment experience for both the City and its customers

Mobile Work Management: MobileLite is a SaaS solution that alleviates the need for paper in the field without the expense and complexity of a full mobile work management solution. MobileLite extends the work management features of C2M via real-time communication to mobile devices used by the City's field teams. Using MobileLite allows dispatchers to assign, reassign, or auto-assign activities to the field in real time.

Business Intelligence and Reporting (BI): Origin has integrated one of the most flexible, customizable, and developer-friendly BI platforms in the world into our solution offering. This tool allows users to easily design, embed, and manage reports and analytics. The interactive report viewer lets you sort, filter, and format column values and headers against real-time data or a report snapshot view. The City can save these modifications as new reports. City users can create sophisticated business intelligence report layouts containing charts, images, sub reports, crosstabs, and much more. The tool allows users to export reports or dashboards in a variety of formats including HTML, PDF, Excel, OpenOffice, and Word.

Meter Data Management (MDM): C2M is a merger of Oracle's world class utility billing and meter data management solutions. The result is an **Advanced Metering Infrastructure (AMI) ready** meter data management solution in the hands of the City. C2M has pre-built

integrations for leading AMI solutions. Origin provides support to many of our utility partners implementing smart meter technology leveraging the MDM components of C2M.

Best of Class Product Support: The proposed SaaS offerings are supported by Origin's web support portal which is available 24 / 7 and provides secure and real-time access to resources and services. The Service Level Agreements (SLAs) established in this proposal meet or exceed industry standards. Bundled with underlying support from Oracle, which is a leading player in the Cloud Services industry and is known for providing **long term industry standard support**.

(Optional Scope) Payment Processing: Origin offers a PCI compliant and cost-effective payment processing solution. Data security is foundational to the solution and as such, we encrypt customer data end to end. The solution offers several payment options to meet your customer's needs, whether they want to pay from their mobile device using Apple, Google or Samsung Pay or use their computer to either pay once or setup recurring payments, we have an option to meet their needs. We also offer guest pay for customers not yet ready to sign up but just want to make a quick payment. The administrative portal of the solution is highly intuitive and provides interactive dashboards and broad reporting options which allows for easy payment management.

Origin's strategic partnership with Oracle provides a strong value proposition to the City. Both Origin and Oracle believe it is critically important to re-invest in product offerings to remain highly relevant leaders in the market. Origin has a dedicated team that continually develops and refines our product roadmap. Oracle re-invests upwards of \$6 billion in its products annually. The end result keeps the City's platform innovation-ready with the latest capabilities, security, and scalability. Additionally, this ensures the City is always on the latest version of the solution and eliminates the need for larger, more costly upgrades.

Origin and Oracle have developed an innovative pricing structure that allows Origin to propose its innovative solution suite at a price point that rivals tier 3 solutions. This enables the City to gain an industry-leading, multi-commodity, turnkey, MDM-capable solution at a compelling cost. Our proposed solution packages C2M with the innovate offerings listed above. If the City evaluates this from a five-year total cost of ownership perspective, Origin feels strongly that we deliver value far beyond competing solutions.

In closing, the proposed software and Origin's M2C expertise represents a market leading solution offering for the City. The City gains a solution that exceeds the requirements with the scale, agility, and security of the Cloud. The Origin team members are M2C experts ensuring the City adopts the solution in the most proficient way to maximize efficiencies, reduce costs, and drive customer satisfaction. The end result is an innovative platform that is ready to meet customer demand now and well in the future.

Tab A – Qualifications and Experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

Since 2007, Origin has been focused solely on the utility industry: We provide expert professional services, best-of-breed software, and comprehensive solutions in the utility billing M2C space. Our team members' experience working with utilities dates back even further, as many of them formerly worked for Oracle and other industry leaders. We have recruited top talent and provide professional development opportunities and extensive training to support our gifted M2C consultants.

Origin's organization is dedicated to customer care solutions and the services we provide to get the job done. We are proud to be able to utilize **employee-only** teams to implement our solutions. Origin has more than 80 employees, 73 of whom work in development, sales, support, and service (implementation support) functions. Figure 2 below presents an organizational chart illustrating the organizational structure of the core management team and corresponding divisional support undertaking the City's engagement.

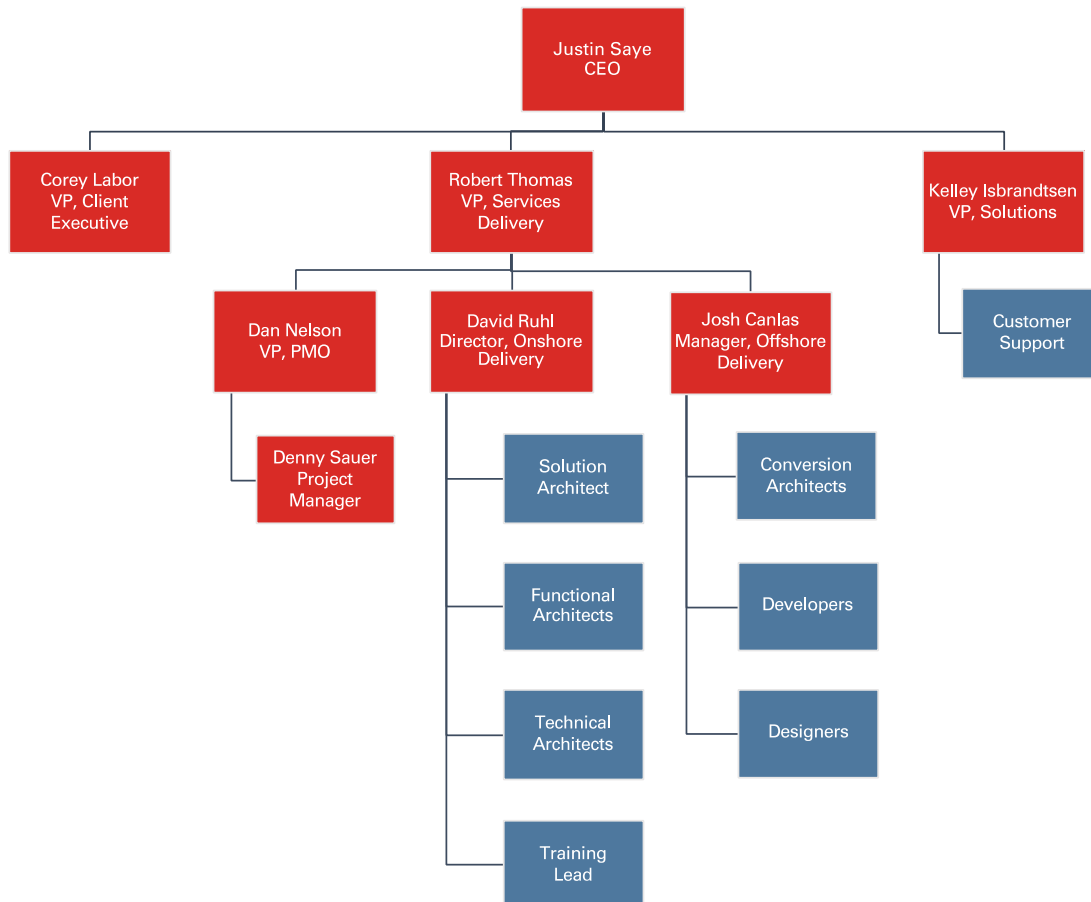


Figure 2 - Organizational Chart

Given the nature of the industry, our organizational structure is primarily service oriented, while also ensuring we are structured to provide the best solutions for our clients. Our organization and business structure are managed by our CEO, Justin Saye, whose focus is on ensuring successful client engagements, staying ahead of the market and client needs, and sustained organizational growth. Origin is further divided into departments based on function. Each department is managed by a senior leader experienced in the utility industry. Origin is organized so that individuals focus on their respective areas of expertise and function within Origin, while also supporting the other areas of the organization. We pride ourselves on ensuring that our clients feel like they have the backing of our entire organization.

Origin continues to grow, and we are committed to expanding our team in multiple areas, positioning us to further help our current and future clients achieve modernization over the next decade and beyond. Our 14-year history of serving utilities is the bedrock of our product and service model. We pride ourselves on fostering sustainable, healthy, and rapid growth in the utilities industry.

Even with our push for continued growth, Origin has never sacrificed experience, stability, or quality. Origin is committed to the continued hiring of experienced resources with an extensive and diverse industry knowledge. Furthermore, we are devoted to transferring this knowledge from more experienced resources within the company to more junior staff and new hires through Origin Academy. Our approach enables sustainability of quality service and provides a solid foundation for prosperity well into the future.

Origin Offices

Origin has four office locations. Three (3) offices are located in the United States, and one (1) office is located in the Philippines. Our company headquarters is located in Las Vegas, NV.

Office Locations	
Headquarters Office	1930 Village Center Circle #3-704 Las Vegas, NV 89134
Additional Office	1 Concourse Parkway, Atlanta, GA 30328
Additional Office	1919 McKinney Avenue, Suite 100 & 200, Dallas, TX 75201
Additional Office	10A Net Lima Building, 5th Ave Cor 26th E-Crescent Park West, Bonifacio Global City, Taguig, Philippines, 1630

Origin History

Origin has delivered over 260 distinct projects (large and small) to over 40 clients. All these efforts have directly impacted the business areas identified in the City's RFP and related documents. Our experience across these projects relates directly to the need for a robust and leading UBS, customer engagement platform, integration among other systems (i.e., POS systems for payments and cash receipting), and moving from paperless to digital service orders. Beyond our expert implementation services, Origin offers a spectrum of services, software, and solutions that can be combined to accommodate the City's current needs and provide a foundation for seamless transition into the future.

Origin's strategic partnership with Oracle provides a strong value proposition to the City. Both Origin and Oracle believe it is critically important to re-invest in product offerings to remain leaders in the market. Oracle is an American multinational computer technology corporation headquartered in Austin, Texas. In 2019, Oracle was the second-largest software company by revenue and market capitalization. In addition, Oracle's commitment to the utility industry is highlighted by its forming of the Oracle Utilities Global Business Unit in 2007 to better serve this important industry. Oracle commits substantial revenue, upwards of \$6 billion annually to ongoing product and market research and development (R&D) to ensure it remains at the forefront of the utility industry's ever-changing growth and market demands. R&D investment focuses on innovation and integration, with a goal of ensuring that each product is best-of-breed in the industry. The end result keeps the City's platform innovation-ready with the latest capabilities, security, and scalability. Additionally, this ensures the City is always on the latest version of the solution and eliminates the need for larger, more costly upgrades.

Origin's business model equips us to support the City now and into the future, no matter the direction the City takes. By focusing on the measurable growth of both products and services, paired with our extensive experience and success in the utilities industry, Origin has a proven service model that the City can be confident supports its business in current and ongoing market opportunities.

Figure 3 below illustrates a selection of Origin's client history.



Figure 3 - Client History

2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.

Each of the proposed team members has multiple years of experience working with components of the proposed solution. Several of these individuals are certified specialists in Oracle Utilities products, and others have notable achievements or recognition that uniquely qualify them to provide valuable work on this project. Further detail on the qualifications of the proposed team members can be found in their individual resumes below.

Name	Role
Denny Sauer	Project Manager - Manages project scope, schedule, and budget.
Tuan Tran	Solution Architect - Oversees completion of the integrated solution.
Arezki Halet	Conversion Architect - Manages the migration of configuration data, master data, and transaction data from the source to target systems.
Nonna Horton	Training Lead - Creates training plans, materials, and schedules. Works with functional resources to deliver product functional trainings.
Melgar Olaes	Technical Architect - Responsible for the operational competency in the entire technology stack.
Ngoc Nguyen	Functional Architect - Works with clients to define solution requirements and map those requirements to the solution.
Gerard Cinco	Developer - Provides design, configuration and development expertise.
Aufel Gutierrez	Developer - Provides design, configuration and development expertise.



Denny Sauer
Origin Consulting, LLC
Project Manager

SPECIALIZATION

Denny has over 25 years of experience working in all facets of software delivery solutions to electric, water, gas, and municipal utilities throughout the world. He is experienced in large and medium scale Customer Information System (CIS) implementations, systems integration, software analysis & design, software configuration, relational database design, and software development. He also has more than 17 years of experience with Oracle Utilities applications, including Customer Care & Billing (CC&B), Meter Data Management (MDM), and Mobile Workforce Management (MWM) implementations and upgrades. Denny focuses on all aspects of the Meter-to-Cash (M2C) space for utilities. His goal is to help utilities improve customer service and streamline their operations through implementing world class software and business processes.

ACCOMPLISHMENTS

Denny has received awards in recognition of outstanding contributions to customer CIS product design, development, and implementation. He has a proven track record of successfully implementing and upgrading software solutions on time and within budget. He has successfully facilitated effective communication amongst geographically diverse individuals representing many disciplines to form responsive, effective, and winning project teams.

PROFESSIONAL EXPERIENCE

Orlando Utilities Commission | Project Manager

Project Overview: MDM and CC&B upgrade and enhancements.

- Provided project management for Origin team to deliver MDM upgrade along with several enhancements to MDM and CC&B to improve user efficiency.
- Collaborated with the client's information technology, business user, testing, and major project staff to ensure full information sharing and transparency across all project stakeholders.
- Assisted the combined team with delivery, testing, and implementation of a high-quality set of efficiency enhancements on the latest versions of the meter to cash applications and technology platforms.

Orlando Utilities Commission | Project Manager

Project Overview: Bill print redesign and Oracle CC&B implementation.

- Provided project management for a team comprised of client IT, billing, meter, and project staff, augmented with a bill print vendor, a CIS software vendor, and contracted consulting staff, resulting in a new set of printed customer bills.
- Managed the redesign of 20 complex bills along with the necessary rate and bill print vendor changes.

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- Completed project on schedule and on budget and interfaced with the entire CIS implementation project.

ENSTAR Natural Gas | Project Manager

Project Overview: Upgrade to the newest version of Oracle's Utilities products.

- Managed the project through its complete lifecycle, resulting in a successful software upgrade with numerous technical and functional enhancements along with many improvements for users and customers.
- Brought all technology to current standards with no interruption of service.
- Completed project on time and on budget.

Oracle Utilities Global Business Unit | Director of Integration Products

Project Overview: Integration of Oracle's Utilities applications with other Oracle products.

- Designed and managed the building, testing, and release of Service-Oriented Architecture (SOA) based software product integration between various Oracle products within the Oracle Utilities Global Business Unit (OUGBU) and between OUGBU products and Oracle financial products.
- Managed projects and people across multiple countries and time zones
- Defined, created, tested, and released the integration of complex products built on dissimilar platforms.

Oracle Utilities Global Business Unit | Solution Consultant

Project Overview: Defined, configured, and demonstrated customer information solutions to meet utility needs.

- Interviewed members of utility software teams and designed configuration and enhancements to meet these needs.
- Mocked up and configured the software to model the solutions.
- Demonstrated the designed solutions to the selection committee and utility staff.

City of Fairfield | Project Manager and Product Implementation Specialist

Project Overview: Implementation of a new CIS system and related integrated Enterprise Resource Planning products.

- Replaced legacy systems with integrated CIS, accounts receivable, and cashiering systems.
- Trained users on hardware and software products, defined product issues, and assisted development in designing and implementing solutions to address issues.
- Assisted management and users in redesigning business processes to streamline and improve operations.



Tuan Tran
Origin Consulting, LLC
Solution Architect

SPECIALIZATION

Tuan has over 14 years of experience with large scale Customer Information System (CIS) implementations, specializing in Oracle Utilities applications with large and mid-sized electric, water, and gas utilities across the US. He has held various functional, technical, and testing roles implementing Oracle's Customer Care and Billing (CC&B), Meter Data Management (MDM), Mobile Workforce Management (MWM), Oracle Utilities Analytics (OUA) and Customer Self Service (CSS) applications.

ACCOMPLISHMENTS

Tuan is a CC&B certified implementation specialist. He has played key roles in various successful projects spanning large scale CIS implementations, post-production support and stabilization, operations and application support, and revenue recovery initiatives. He was a lead functional architect and test lead for an integrated Oracle Utilities solution (CC&B, MDM, MWM, CSS, OUA) implementation for a 1.4M+ customer water and electric utility. He was also the primary architect for a revenue recovery project leading a team of 10+ consultants and contractors to analyze and release delayed customer billings, releasing \$20M in delayed revenue.

PROFESSIONAL EXPERIENCE

Spire Energy | Architect

Project Overview: Enterprise-wide program consisting of multiple product implementations (Click Field Service Management and FirstTech payment integration) and a migration of 460,000 existing customers from SAP to Oracle CC&B following the Scaled Agile Framework methodology

- Lead architect for CC&B metering functions covering meter reading, meter inventory, and meter data synchronization.
- Designed solutions for meter reading upload and downloaded interfaces for multiple handheld Automatic Meter Reading (AMR) applications.
- Defined conversion strategy and mapping rules for meters and meter reads.
- Conducted extensive meter data audit between CC&B and Maximo applications to identify and correct data discrepancies resulting in billing exceptions, high dollar billing errors, and integration exceptions.
- Served as Oracle Utilities Subject Matter Expert (SME) and liaison for Advanced Meter Infrastructure (AMI) deployment project providing impact assessments, solutions, and design recommendations for the AMI rollout strategy.
- Performed deep-dive analysis on existing Billing and Support exception backlog, interface errors, broken processes, and implemented optimized solutions to resolve or mitigate identified issues.
- Trained core team project members on CC&B product functionality and SQL scripts.

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Tuan Tran

City of Jackson Water and Sewer Business Administration | Lead Architect

Project Overview: Multi-faceted business operations support project to guide the City of Jackson in developing leading practice processes, and develop operational and management analytics dashboards to provide insights that drive strategic business decisions and revenue recovery activities, which cover stranded bill analysis / recovery and rollout of automated credit & collections processing

- Developed best practices to streamline and standardize processes and operating procedures for billing, customer service, accounting and finance, and field work and meter reading operational groups.
- Designed and developed management dashboards to provide leadership team with key business insights as well as operational dashboards to allow front line managers to identify and manage their work volumes.
- Led a team of 10+ consultants in a \$20M revenue recovery project focused on resolving “stranded” bills which required manual intervention to release.
- Analyzed and remediated issues relating to system exceptions, batch errors, base application bugs, data quality issues, and interface defects.

Modesto Irrigation District | Test Lead / Architect

Project Overview: CIS replacement project to implement integrated Oracle Utilities suite of CC&B, MDM, CSS, OUA / Business Intelligence (BI) Publisher along with Origin’s Mobile Lite fieldwork module for a mid-sized electric utility

- Assumed test lead role to take over testing effort following 4 prior test leads and facing a 3+ month delay in the testing schedule.
- Led a team of 10+ client and contractor resources through test development, test execution and defect resolution processes through system integration testing, pre-production testing, and User Acceptance Testing (UAT) phases.
- Developed an approach for financial and fill to fill verification testing that provided the ability to compare monthly billing data between legacy applications with CC&B generated bills. The approach allows for comparisons to be done at various levels of details and dimensions to validate cycle billing efficiency and revenue generated, revenue generated by rate, revenue generated by customer type as well as comparisons at the individual account level.
- Acted as the lead architect on the CC&B Credit & Collections processing rollout effort to enable the automated collections processing module of CC&B. Activities for this effort included testing, forecasting for work volumes based on defined debt threshold amounts, and production support after go-live.

Los Angeles Department of Water and Power | Test Lead / Architect

Project Overview: Business Transformation and CIS replacement project to implement Oracle Utilities Suite (CC&B, MDM, MWM, CSS, OUA) for the largest municipally owned Water and Power utility serving 1.4M customers in the Los Angeles area

- Developed test strategy and test plans to define scope, schedule, reporting templates, and acceptance criteria for various test phases.
- Closely worked with client test lead to manage a team of 20+ client and contractor resources through test case development, test execution, and defect management activities during functional, integration and UAT phases.

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- Served as the lead architect for customer service and Credit & Collections functional tracks coordinating the business process design, interface design and application configuration efforts across team members.
- Closely worked with the conversion team to analyze and resolve conversion defects affecting financials, billing, customer and account information, premise information, and meter reading history. Developed scripts to resolve conversion defects when applicable.
- Served as the lead architect during post-production support analyzing defects and coordinating their resolution through the defect lifecycle.
- Designed a customized batch process to auto-release trapped reads that failed high / low evaluation when the read has met the additional defined criteria. This customization provided the ability to account for the shortcomings of the base meter read high / low evaluation without the risk and costs associated with re-writing the base high / low evaluation logic.

El Paso Electric | Configuration Lead

Project Overview: Award-winning CIS replacement project implementing Oracle CC&B for a mid-sized electric utility providing generation, transmission, and distribution services to 421,000 customers in West Texas and southern New Mexico

- Served as the configuration lead to coordinate application configuration efforts across a team of 5 resources.
- Designed collections, severance, and write-off processes.
- Triaged and resolved defects reported by the test team.
- Designed write-off customizations to facilitate client business rules.
- Supported go-live 'Command Center' for user reported issues and questions during go-live and stabilization period.



Arezki Halet
Origin Consulting, LLC
Conversion Architect

SPECIALIZATION

Arezki is an accomplished data conversion Subject Matter Expert (SME) with more than 25 years of experience in large-scale customer information systems (CIS) implementations, complex data conversions, systems integration, data architecture solutions, and process optimizations. He has more than 15 years of extended experience with Oracle Utilities, specifically Customer Care and Billing (CC&B), Meter Data Management (MDM), and Enterprise Taxation Management (ETM) data conversions. He has expertise in helping clients with business growth and successful business transformation.

ACCOMPLISHMENTS

Arezki graduated with honors from Laval University with a Ph.D. in Image Processing and Pattern Recognition. While in college, he published multiple articles in highly recognized scientific publications. He has successfully implemented several national and international complex CIS projects as a data conversion architect. A career highlight for Arezki is the Laclede Gas in St-Louis project, where the conversion was successfully accomplished with no defects. Arezki is extremely proud of establishing great relationships with all his clients while making complex data conversion manageable.

PROFESSIONAL EXPERIENCE

Exelon | Data Conversion Architect

Project Overview: Transformation and integration of different meter management systems into a consolidated Oracle MDM System (MDMS)

- Prepared the conversion strategy, design, and development architecture.
- Managed data migration: data analysis, mapping, development including Extract, Transform, Load (ETL) and validation.
- Created complex designs and cutover activities plan for a successful transition for the business processes.

PPL Electric | Technical Designer

Project Overview: Automated Meter Reading (AMR) modernization platform and integration with a new MDMS

- Worked on MDMS integration architecture
- Application Programming Interface (API) customization based using custom business objects and schema translation layer.
- Managed data migration: data analysis, mapping, development (SQL / ETL) and validation.

Laclede Gas | CC&B Conversion Lead

Project Overview: Customer transformation program to replace legacy Meter-to-Cash (M2C) applications from business acquisition with Oracle Utilities CC&B

- Prepared the conversion strategy, design, and development architecture.

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- Managed data migration: data analysis, mapping, development including ETL and validation.
- Provided business intelligence, data warehouse, and data mart using Oracle Business Intelligence Enterprise Edition (OBIEE).

ONCOR – MMP | Data Conversion Architect

Project Overview: Customer transformation of overall mainframe applications into Oracle CC&B, Oracle MDM through Oracle middleware modernization for Electronic Data Interchange (EDI) Mediation platforms

- Prepared and facilitated interface and conversion functional design documents, workshops with the clients and different teams, questions and answers, and deliverables handoff.
- Supported data migration, data analysis, and architecture.
- Managed hands-on design documentation, scripts, and ETL development.
- Maintained status reports, project management office meetings, Performance Appraisals, and reviews.
- Converted business intelligence, data warehouse, and data mart using OBIEE, exposure to Market Settlements Reporting System (MSRS).
- Was test lead for integration and system testing – oversight of test plans, overall test scripts requirements, planning, defect tracking and resolutions.
- Provided oversight and lead test effort of system integration, complex tests like parallel billing, meter readings integration with Oracle MDM, and extensive integration layer using EDI transactions.

SAT | Data Conversion Architect

Project Overview: Government transformation program to replace multiple legacy tax mainframe-based systems into a single Oracle ETM system

- ETM - Product spin-off from Oracle CC&B.

NZIRD New Zealand | Data Conversion Architect

Project Overview: Federal government transformation program to use Oracle Enterprise Tax Management

- ETM - Product spin-off from Oracle CC&B.

Utrecht | Data Conversion Architect

Project Overview: Customer transformation program to replace legacy mainframe-based applications with Oracle Utilities CC&B

- Defined and prepared the conversion requirements, approach, architecture, design, test, and performance.
- Defined and prepared the conversion design, test plans, and performance metrics.
- Defined the major activities for conversion mapping sessions.
- Led major and complex mapping sessions and produced the mapping data documents with corresponding conversion requirements and business rules.
- Created complex conversion scripts.
- Executed and managed a team of conversion designers.
- Prepared functional designing conversion documents.
- Worked with the development team to implement the changes.

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- Prepared and executed test plans.
- Ran the ETM Toolkit jobs.
- Measured the conversion metrics and performance.
- Produced the different reconciliation reports.
- Mentored new hires and designers that were new to the project.
- Managed the new change request to ETM: scope analysis, impact assessment, project management, and design changes.
- Provided hands-on design documentation, scripts, and ETL development.
- Provided business intelligence, data warehouse and data mart using OBIEE.
- Led the conversion test process, at the data integrity at the unit level by creating processes to detect defects for every step of the ETL process, executing base CC&B validation batch processes, or custom reports, and provided the audit report.



Nonna Horton
Origin Consulting, LLC
Trainer

SPECIALIZATION

Nonna has over 12 years of utility experience. She specializes in training efforts in Oracle Utilities applications at multiple client sites for core teams and business users. She has led the effort in managing and coordinating test teams. She is experienced in system test strategy, test plan development, training strategy, and training plan development. She also specializes in business analysis, training plan development, and post Go-Live system support in Microsoft Dynamics AX (UMAX) software. Nonna previously spent 10 years working at one of the largest utilities in the Southeast US where she specialized in end-user consulting, provided customer solutions and in-depth analysis of business processes, and developed client solutions. Nonna has an outgoing personality that creates an interactive training environment by engaging the audience during training and testing. She has a passion for people and truly enjoys building relationships with co-workers and clients on all levels.

ACCOMPLISHMENTS

Nonna has been involved in multiple implementation projects, where she has led the training and testing efforts in each project. She developed and created all Customer-to-Meter (C2M) and Meter Data Management (MDM) training content specifically tailored for each project. A recent highlight for Nonna is an application she introduced and managed that helps end-users retain their knowledge transfer after training. This application is still being used today.

PROFESSIONAL EXPERIENCE

Brazos Electric Cooperative | Training Lead & Test Lead

Project Overview: Excel spreadsheets to be replaced with a fully customized Oracle Utilities C2M Implementation for a complex billing system

- Developed and presented all C2M training content based on an iterative approach of the project.
- Was responsible for identifying the client's training needs to develop an effective training program.
- Presented all training and testing workshops to end-users.
- Created PowerPoint Presentations, knowledge checkpoints, handouts, and lab exercises for all training.
- Was responsible for creating knowledge checkpoints and training retention applications for end-users
- Built a SharePoint infrastructure to streamline test creation for the end-user.
- Created test templates that synced with SharePoint for end-users.
- Managed execution of testing efforts, including meeting committed delivery dates for released and soon to be released applications and components.
- Led and supported testers and end-users.
- Managed testing process questions and / or issues.
- Managed and prioritized testing defects.

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- Created test models based on Statement of Work (SOW): requirements, test data, and test scripts.
- Planned and executed test scripts following detailed steps and scenarios.
- Managed communication of test status amongst the teams and clients.

Colorado Springs Utilities | Training Lead

Project Overview: Customer Information System (CIS) Implementation to replace all legacy systems with MDM

- Was responsible for identifying the client's training needs to develop an effective training program.
- Developed and presented all MDM training content based on an iterative approach of the project.
- Presented all training workshops to end-users.
- Researched, proposed, and managed software for end-user training (KaHoot!) for business.
- Created knowledge retention checkpoints for end-users.
- Helped the project manager coordinate tasks, deadlines, and responsibilities during weekly onsite sessions.
- Assisted the test lead in creating test scripts following detailed steps and scenarios.

City of Baltimore | Functional Consultant

Project Overview: CIS Implementation to replace all legacy systems with UMAX

- Provided training to meet client needs and assist internal colleagues with a better understanding of processes and programs.
- Quickly gained an understanding of the system to provide the best possible service.
- Assisted with coordinating the delivery of solutions to the client.
- Provided post Go-Live support.
- Developed unique customer solutions.
- Provided consistent knowledge transfer to the client group.

Georgetown Utility Systems | Functional Consultant

Project Overview: CIS Implementation to replace all legacy system with UMAX

- Coordinated and participated in IST1 training.
- Provided client support through User Acceptance Testing (UAT) training.
- Provided post Go-Live support to clients for a specific Microsoft Dynamics 2012 domain.
- Responsible for customer solutions, in depth analysis of issues, and development of client solutions.

Georgia Power Company | Lead Client Support Specialist

Project Overview: Business Operations Support

- Managed the day-to-day operations of a business office.
- Consulted with 50-90 client facing interactions, 20-50 virtual call center clients per day with little or no supervision.
- Exceeded all sales goals annually by approximately 112%.

**Nonna Horton**

- Created a business case study that allowed 150 employees to receive offsite training in an extended learning opportunity which provided more sales leads.
- Advocated to approximately 90 clients per day.
- Analyzed commercial and residential customer accounts and created a recovery plan and advised relevant resources, resulting in a high level of client satisfaction.
- Consulted between external clients and internal parties providing exceptional service earning the client's confidence with reliable follow-through and clear communication to ensure resolutions; received 5 'Going the Extra Mile' awards for outstanding performance and excellent customer service.



Melgar Olaes
Origin Consulting, LLC
Technical Architect

SPECIALIZATION

Melgar is an Information Technology (IT) professional with 20+ years of experience in various project implementation such as Customer Management Systems, Enterprise Management Systems, and Customer Information Systems (CIS). He started his career as a Solaris System Administrator, and later worked as an application administrator for Enterprise Management Systems as well as a technical architect for the Oracle Utilities Product Suite. He is very knowledgeable with Customer to Meter (C2M), Customer Self Service (CSS), Mobile Workforce Management (MWM), Customer Care & Billing (CC&B) and Meter Data Management (MDM). He is also familiar with Fusion Middleware software products which include WebLogic Server and SOA Suite. Aside from Oracle Utilities applications, Melgar is also proficient with Unix and Linux platform System Administration and is knowledgeable with Microsoft products including desktop applications and Windows Servers.

ACCOMPLISHMENTS

Melgar has been part of several project implementations from development to deployment to the customer sites. He has also worked on several version upgrades for several applications of Oracle Utilities Product Suite. Melgar has helped developers by providing them with the development environments, assistance, and support until customer requirements are successfully delivered. Melgar provided support to clients by helping them with patch installations, customer modifications deployment, troubleshooting, and root-cause analysis whenever necessary. Melgar holds certification for CompTIA A+, ITIL 4 Foundation CPD, Oracle Cloud Infrastructure Foundation 2020 Associate, Oracle Cloud Infrastructure 2019 Certified Architect Associate, Oracle Cloud Infrastructure 2019 Certified Architect Professional, Oracle Cloud Infrastructure 2019 Cloud Operations Certified Associate, and Oracle Autonomous Database Cloud 2019 Certified Specialist.

PROFESSIONAL EXPERIENCE

ENSTAR Natural Gas | Technical Architect

Project Overview: Upgrade of Oracle Utilities CC&B

- Setup CC&B v2.7.0.3.0 test, training, and production environments to be used by the offshore team.
- Upgraded client's CC&B application and database to CC&B v2.7.0.3.0.
- Provided technical assistance to the development team for code migration.
- Installed CC&B Roll-Up Patches from Oracle.
- Installed Single-Fix to CC&B environments.
- Applied Oracle Critical Patch Updates to all CC&B environments.
- Provided maintenance service to client's environments.
- Provided technical assistance to the development team.
- Provided technical support to clients for environment-related technical issues.

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**City of Tempe | Technical Architect***Project Overview: Upgrade of Oracle Utilities CC&B*

- Setup CC&B v2.7.0.3.0 test and pre-production environments to be used by the offshore team.
- Upgraded client's CC&B application and database to CC&B v2.7.0.3.0.
- Provided technical assistance to the development team for code migration.
- Installed CC&B Roll-Up Patches from Oracle.
- Installed Single-Fix to CC&B environments.
- Provided maintenance service to client's environments.
- Provided technical assistance to the development team.
- Provided technical support to clients for environment-related technical issues.

Synersys Consulting Inc. | Technical Architect / IT Manager*Project Overview: Technical Resource / Technical Architect*

- Acted as the decision-maker for all IT related concerns.
- Evaluated and recommended IT software and hardware to support internal and external requirements.
- Managed servers and IT infrastructures of the organization.
- Built environments for the development team that accommodated the client's requirements.
- Prepared and installed bug fixes and service packs for Oracle Utilities Product Suites.
- Provided technical support to the development team.

Keppel Electric | Technical Architect*Project Overview: Maintenance and Support for Oracle Utilities CC&B and MDM*

- Provided maintenance and support for environment operations development, User Acceptance Testing (UAT), System Integration Testing (SIT), and production including refreshes and scheduled maintenance.
- Provided technical support and assistance to the development and functional team for custom modification testing and deployment.
- Collaborated with internal and external teams (Backup, Infrastructure, Middleware System, and Database) regularly for the smooth operation of Oracle Utilities Products.

Aboitiz Power | Technical Architect*Project Overview: Upgrade of Oracle Utilities CC&B and Implementation of Oracle Utilities MDM*

- Managed environment backups and upgrades for Oracle Utilities CC&B.
- Provided technical assistance to the development team for code migration.
- Installed and configured Oracle Utilities MDM.
- Assisted in setting up Oracle Utilities CC&B and Oracle Utilities MDM integration.
- Provided recommendations in environment creations for development, pre-production, and production environments.
- Provided maintenance service to client's environments.



Melgar Olaes

EDF Energy | Technical Architect*Project Overview: Maintenance and Support for Oracle Utilities CC&B and MDM*

- Acted as the primary resource person during the start of the environment build.
- Provided recommendations and suggestions in the environment build for development and non-development environments.
- Involved in process creation for environment builds.
- Acted as a resource person in translating Oracle Utilities tools to the client's internal tool / application.
- Provided support for testers and developers.
- Performed constant coordination with onshore counterparts to maintain process alignment.
- Conducted training for the new technical architects of the client.

Baltimore Gas and Electric | Technical Architect*Project Overview: Maintenance and Support for Oracle Utilities CC&B*

- Responsible for making sure that customer requirements and custom modification requests were packaged completely and applied successfully to the desired environments.
- Provided technical support to testers and developers.
- Provided continuous coordination with onshore counterparts to maintain the process alignment.

Oracle Philippines| Manager / Release Services*Project Overview: Technical Resource / Technical Support*

- Built and maintained the software build processes of the Oracle Utilities Product Suites.
- Provided technical assistance to the product development, quality assurance, and customer support that included all stages in the product lifecycle from development to the successful installation and operation of the product at the customer sites.
- Built environments that were used by different teams in the product development lifecycle.
- Ensured all environment's availability and reliability with minimal downtime.
- Conducted regular monitoring of system resources for all applications and environments.
- Prepared and installed bug fixes, services packs, and version release for the Oracle Utilities Product Suites.
- Provided technical support to quality assurance and development teams.



Ngoc Nguyen
Origin Consulting, LLC
Business Analyst

SPECIALIZATION

Ngoc is an Information Technology (IT) professional with experience in gathering, documenting, and analyzing business needs and requirements. Her responsibilities include working with business stakeholders and subject matter experts to identify opportunities for improvement in business operations and processes to understand the clients' business problems and needs. She works with clients to identify and align business requirements to form a functional solution. Ngoc is a strong business development professional with extensive experience and possesses skills in accounting, public speaking, and time management.

ACCOMPLISHMENTS

Ngoc demonstrates a history of working in the IT and service industry. She has a certification in Bloomberg Essential Market Concept and a Bachelor of Business Administration - BBA focused on Finance from Georgia State University. She also completed the Oracle's Utilities Customer Cloud Service (CCS) / Customer to Meter (C2M) implementation training and obtained a certification as an Oracle's Cloud Support Specialist.

PROFESSIONAL EXPERIENCE

Orlando Utilities Company | Business Analyst

Project Overview: Meter Data Management (MDM) Transformation Upgrade from v2.1.0.3 to v2.3.0.2

- Maintained the Requirements Traceability Matrix (RTM) based on the approved business requirements document.
- Reviewed and updated the RTM to include the business and functional requirement numbers, requirement descriptions, solution owner, scope, and design / enhancement reference.
- Ensured the functional requirements were correctly listed and mapped into the appropriate business requirements.
- Responsible for tracking requirements that were identified as Change Requests and out-of-scope Items.

Spire | Business Analyst

Project Overview: Briggs and Stratton Rate

- Provided status reports to clients that highlighted work to be completed before the next meeting, action items that required immediate attention, and any other deliverables that needed to be investigated and resolved.
- Reviewed business process documentation to support the planning and design stages of development.



- Managed and prioritized client's schedules to ensure their time was focused on critical, strategic issues, as well as maintained confidentiality of all communications and documentation.

Origin Consulting, LLC | Business Analyst*Project Overview: Origin Academy Training*

- Enrolled and gained extensive knowledge from Origin Academy Training.
- Specialized training included:
 - Business Analyst training.
 - Business writing training.
 - Presentation training.
 - Oracle Utilities CCS / C2M Implementation Specialist Certification.
 - Origin's implementation and upgrade methods and best practices.
 - Data conversion specialization.

Southern Company | HR Total Rewards*Project Overview: Cost Savings Analysis*

- Compiled comprehensive lists of all costs and benefits associated with analysis.
- Performed analysis and initiated modifications on existing employee programs that reduced associated costs by almost \$150,000 per year.
- Assisted in the development of employee programs and policies to reduce company costs.

Southern Company | HR Total Rewards*Project Overview: Pay for Performance Incentive Plan Upgrades*

- Organized and edited job descriptions and pay ranges to identify career progressions.
- Provided quality control mechanism throughout the implementation process of a new Pay for Performance compensation structure.
- Analyzed market data to illustrate trends in the current market and pay rates to ensure a reasonable pay increase target was set.



Gerard Cinco
Origin Consulting, LLC
Developer

SPECIALIZATION

Gerard is a self-motivated Information Technology (IT) professional with more than 15 years of experience in Oracle Utilities Customer Care and Billing (CC&B) development and support. He is highly skilled in CC&B development and design, COBOL conversion, Java, configuration tools, Oracle Business Intelligence Publisher (BIP), UI Path, QlikSense, and SQL. His technical knowledge helps in formulating and interpreting external and internal designs but also lends direction on how to manage people in the team.

ACCOMPLISHMENTS

Gerard is an accomplished team leader with a technical background. His expertise not only helps formulate and interpret solution blueprints and detailed designs, but also enables him to manage efficient teams. His experience as both tester and lead developer has secured the successful, timely delivery of over 6 CC&B projects, with each project having countless requirements in between phases.

PROFESSIONAL EXPERIENCE

ENSTAR | Design Consultant

Project Overview: CC&B 2.4 development and support work of customizations and CC&B 2.4 upgrade to CC&B 2.7

- Led team effort in design, development, and delivery of conversion and compatibility testing of CC&B 2.4 components into version 2.7. Participated in formulation and review of designs and development work of COBOL to groovy conversion.
- Provided support and development for high priority bill print and CC&B / Mobile Workforce Management (MWM) integration issues by delegating support tasks to team members.
- Formulated high-quality designs and solutions to meet client specific requirements which include audit trailing CC&B transactions, fixed network charges, and primary phone migration.
- Performed support and development solutions for Interactive Voice Response (IVR) and XML Bill Print.
- Discussed and prioritized CC&B and Smart Customer Mobile integration. This integration gave customer accounts an avenue to enroll and check their accounts without going through customer service.
- Led system defect and remediation efforts.

City of Tempe | Design Consultant

Project Overview: CC&B 2.7 Designer and consultant

- Participated in the successful conversion of COBOL to groovy by formulating designs for developers to follow. Subsystems include letter extract and payments.

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- Formulated design and testing of bill and letter display integration between CC&B and City of Tempe's internal document viewer SIRE.
- Performed package testing and quality assurance before the release to the customer.

Laclede / Spire | Design Consultant

Project Overview: CC&B 2.6 Development and support work of CC&B customizations

- Performed development work, including Java and configuration tools.
- Performed COBOL conversion into java. This included understanding COBOL code and repurposing and redeveloping into java. Specific CC&B subsystems involved were Meter read uploads and bill print.
- Performed package testing and quality assurance before the release to the customer.

City of Jackson | Design Consultant

Project Overview: CC&B 2.5 Development and support work of customizations

- Manipulated the billing capabilities of Oracle Utilities CC&B to stabilize the Meter-to-Cash (M2C) process as part of a revenue assurance agreement.
- Performed bill remediation for the successful generation of unbilled usage. Addressed issues preventing more than 20,500 bills from processing.
- Designed and developed UI Path Automation Bot to migrate accounts into a new service agreement.
- Designed and developed Oracle BIP reports requested by the client.
- Developed custom CC&B algorithms and batch processes that enhance the CC&B integration to meet the client's needs.

Green Mountain Power | Design Consultant

Project Overview: CC&B 2.4 Development and support work of customizations. CC&B 2.4 upgrade to CC&B 2.6

- Formulated high-quality designs and solutions to meet project which include conversion of DOC1 bill print to XML, field activity integration, and payment portal integration for non-CIS Accounts.
- Provided defect management and support for the client.
- Provided estimates for design, development, and unit testing hours for new customizations and change requests.
- Investigated and formulated solutions for defects and problems including COBOL, Java, and XAI.
- Led successful CC&B upgrade from 2.4 to 2.6.

Colorado Springs Utilities | Design Consultant

Project Overview: CC&B 2.3.1 Development and support work of customizations

- Developed custom CC&B modules, including custom algorithms to interface CC&B Field activities to the Clevest mobile work asset management application.
- Performed a vital investigation and provided fixes for Clevest modifications for field activity integration.
- Designed customizations for development with COBOL and XAI integration.
- Provided post Go-Live support and defect management and remediation.

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**Orlando Utilities Commission | Technical Consultant**

Project Overview: CC&B 2.4 Development and support work of customizations

- Created CC&B designs for the development team per customer requirements.
- Created designs for changes in OUC's PeopleSoft System which included scripting, people code, and XML requests.
- Maintained and provided support for OUC's Meter Data Management (MDM) testing.



Aufel Joy A. Gutierrez
Origin Consulting, LLC
Developer

SPECIALIZATION

Aufel is an Information Technology (IT) professional with 10 years of experience in Oracle Utilities. She has worked on projects with either Waterfall or Agile implementation. Most of her experience is in Oracle Customer Care and Billing (CC&B) implementation, and she has collaborated on other applications, such as Oracle Meter Data Management (MDM) and Oracle Fusion. In CC&B, Aufel has worked on customer information, finance, billing, payment, and other custom functionalities. Throughout her work experience, she has performed the roles of development lead, designer, and developer on various projects.

ACCOMPLISHMENTS

Aufel is a certified Oracle CC&B Implementation Specialist. She has been involved in multiple system integration, enhancement, maintenance, and application support projects. She has also worked on other initiatives and tools that can help the client's CC&B implementation, such as Cobol to Java converter (C2J) and custom Move-In or Move-Out processes. Throughout her work experience, she has been involved with three projects with complete Software Development Life Cycle (SDLC) implemented.

PROFESSIONAL EXPERIENCE

Transurban | Offshore Development Lead / Designer / Developer

Project Overview: Project for enhancement and maintenance of the current Transurban Tolling System.

- Managed development team's tasks, timelines, and project deliverables.
- Identified and communicated development risks and issues to management and onshore counterpart.
- Created deliverables related to project enhancement, application maintenance, and performance improvement.
- Provided functional support to business analyst for gathering and creating acceptance criteria.
- Delivered functional and technical designs related to different customer information, financial transaction, payment, billing, and other custom implementations.
- Developed code using Java, Configuration Tools, HQL, SQL using Oracle SQL Developer.
- Performed Defect Management and fixed defects to support different inquiries from test team during testing phases.
- Handled collaboration with other applications such as Oracle Fusion, Golden Gate and Custom User Interface.
- Involved in Robotic Process Automation (RPA) Innovation Initiative within the project using Automation Anywhere tool.

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Aufel Joy A. Gutierrez

Internal Initiatives | Development Lead / Designer / Developer

Project Overview: Internal initiative project that creates tools that can be used as product offering to clients / future projects.

- Managed development team's tasks and timelines.
- Created technical documentation and code for C2J for CC&B 2.5.
- Created solution and technical documentation for creating a custom move-in, move-out process inside CC&B.

Ergon Energy | Developer

Project Overview: System Integration project to migrate legacy system to Oracle CC&B.

- Developed code using Java, Configuration Tools, HQL, SQL using Oracle SQL Developer for functionalities related to letter extracts and billing extracts.

Nihonkai Gas | Designer / Developer / AO Support

Project Overview: System Integration project to migrate legacy system to Oracle CC&B.

- Designed technical documentation related to custom User Interfaces within CC&B.
- Developed code using Java, Configuration Tools, HQL, SQL using Oracle SQL Developer
- Delivered defect fix and supported different testing phases related to custom user interfaces within CC&B.

EDF Energy | Developer

Project Overview: System Integration project to migrate legacy system to Oracle CC&B.

- Developed code using Java, Configuration Tools, HQL, SQL using Oracle SQL Developer related to market messaging functionality.
- Fixed defects and supported different testing phases.

3. Describe the experience of the firm in the last thirty-six (36) months in performing consulting services of similar size and scope.

Origin has provided implementation and support services for all the components of the proposed solution to multiple clients in the past 36 months. Primarily, Origin has worked with Oracle Utilities CC&B and MDM, which are the two parts of the integrated Oracle C2M solution.

Origin partnered with the City of Tempe (CoT) in 2018, offering managed services support, and in 2020, provided our project management and implementation services to upgrade CoT to a hosted, cloud version of CC&B v. 2.7.

In 2019, Origin began enhancements to CC&B v. 2.6 and IBM Maximo v. 7.6.1.1 for South Jersey Industries (SJI). SJI serves 750,000 meters. Origin led the effort to align all application versions across the three SJI Utilities companies and move toward business process standardization. The Origin team successfully managed the project scope, cost, and quality by conducting weekly meetings with a large team of stakeholders to monitor the project schedule, the key project tasks status, and the risks, assumptions, issues, and deliverables (RAID) log. Frequent communications and accountability points ensured the success of this project.

Origin has provided services to Orlando Utilities Commission (OUC) since February of 2008. OUC serves 300,000 meters, and they have utilized Origin for several projects, including CC&B, MDM, and Customer Self-Service (CSS) integration. Since November 2019, Origin has provided MDM transformation services for OUC, providing a technical upgrade of MDM and re-implementing key portions of MDM functionality, such as re-configuring validation, estimation, and editing (VEE) rules previously implemented by another system integrator.

Modesto Irrigation District (MID), an electric utility with 115,000 customers, utilized Origin for their implementation of CC&B, MDM, and CSS. Origin has also modernized field operations with Origin MobileLite - Origin's mobile field work management solution that delivers mobile device workflow management to field crews - and implemented OCX beginning in 2020 - Origin's cloud-hosted customer self-service portal to replace Oracle CSS. Origin continues to provide ongoing support to MID.

Spire Energy, a natural gas company with 1.7 million customers, has worked with Origin for 2 different CC&B upgrades, with the most recent beginning in June 2018. Like many utilities, Spire has multiple rates for different customer services. Origin transitioned some of their rates to the new rate engine available in CC&B 2.4. Along with base CC&B functionality, Origin worked on multiple inbound web services (IWS) enhancements to add new functionality to their CSS portal. Origin also led the effort to migrate an acquired utility onto Spire's CC&B platform, which includes data conversion and M2C business process analysis and optimization for the future state business.

Beginning in February of 2020, Origin supported CC&B enhancements for ENSTAR Natural Gas Company, a utility that serves 140,000 meters. Initially, ENSTAR's project was intended as a technical upgrade only, but early in the project, the client requested additional enhancements to address their specific pain points and leverage new functionality. The new scope was identified, and the change was formalized into the project. The enhancements Origin made for ENSTAR included adding a flag in CC&B Control Central for customers who are active web self-service users, attaching caution alerts to the customer record rather than at the Service Agreement level, and allowing customers to initiate payment arrangements through the IVR. In total, 15

enhancements were added to the scope, and the team nevertheless achieved the original launch date within the original budget.

In March of 2021, Origin began work on enhancing CC&B v. 2.7 and installing the latest version of Oracle Utilities Analytics (OUA) for Irvine Ranch Water District (IRWD), a water utility serving over 425,000 customers.

Origin is happy to provide additional examples of our engagements over the past 36 months upon request.

4. The same information must be provided for any associate firm or sub-consultant.

Origin is not proposing using any sub-contractors for this engagement.

Tab B – Rates and Expenses

1. Provide two Total Cost Schedules, one for City-hosted software, and the other for Vendor-hosted software. Each schedule shall include all Year 1 costs associated with the proposed project or scope of services, to include but not to be limited to: vendor personnel, software license fees, estimated hardware costs, and travel-related expenses. Each schedule shall additionally include annual maintenance or hosting costs to begin in Year 2.
2. Successful Offeror shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
3. Proposals may be submitted on any task or combination of tasks, and may propose alternate payment methods (ie: hourly rates); however, expenses not specifically listed will not be considered.
4. The actual contract amount will be negotiated after the Successful Offeror has been selected and the scope of work finalized.

Cost Schedules

Origin is proposing a single Origin hosted C2M solution for the City, including OCX and MobileLite, our mobile workforce product. Origin hosts C2M in the OCI, while OCX and MobileLite are hosted in Amazon Web Services (AWS). This includes a production environment, and the use of two (2) non-production environments for testing, development, and training for no additional subscription cost. If additional environments are required beyond one (1) production and two (2) non-production environments mentioned above, there are additional costs for provisioning and managing those environments.

The cost schedule details, including the implementation costs, subscription fees (licenses), and travel are detailed below:

Implementation Costs		Cost USD
Project Management		\$199,678.15
Software Configuration		\$380,813.00
Data Conversion / Migration		\$118,777.50
Interface, Customizations, Reports & Development		\$73,800.00
Training & Documentation		\$30,690.00
Testing		\$39,600.00
Go-Live & Post-Go-Live		\$89,663.00
Travel		\$36,000.00
Origin SaaS Subscription		\$361,029.31
Total		\$1,330,050.96
Annual SaaS Subscription		Recurring Costs USD
Year 2		\$233,614.86
Year 3		\$233,614.86
Year 4		\$233,614.86
Year 5		\$233,614.86
Total Recurring Costs		\$934,461.44
5 Year Total Cost of Ownership		\$2,264,512.40

Acknowledgements

Origin acknowledges the City's additional conditions provided in items 2 - 4.

Upon selection, a travel schedule is developed and approved by the City, covering all reasonable travel expenses, including car rental, taxi, airfare, lodging and per diems.

Origin works with the City to develop a detailed scope of work and to finalize the associated contract amount once selection is made.

Tab C – Methodology including technical approach and understanding of the scope of the project

1. Proposals must include a response for each requirement in Exhibit A Part 1, System Requirements Document. Offerors may include concise explanatory comments in the cell provided on each requirement line.

Origin has reviewed and completed the System Requirements document. This is included as a separate file "21-034 Exhibit A Part 1.xlsx" as requested.

2. Proposals must include a narrative response to Exhibit A, Part 5.

C2M contains several tools that support workflows. These include Cases, Process Flows, Scripts and Campaigns. These workflow tools support both automated steps as well as manual steps (such as indicating approval is needed). When a new workflow is configured and unit tested for the City, details are documented in the Configuration Workbook. Origin has provided more information addressing the City's specific requirements below.

Exhibit A Part 5

Please provide a narrative description of your proposal for addressing the following requirements for User configurable workflows that support:

A. Workflow Process master file

Explanation: The process of connecting electrical service for a new customer is an example of a workflow process. The workflow process is identified in this file by a unique workflow process ID. Workflow sequences are linked to workflow process master IDs. Workflow processes can be activated or inactivated by changing a setting in the workflow process master file record.

An unlimited number of Case Types may be defined in C2M. The Case Type may have an unlimited number of steps and statuses, defining the lifecycle of a typically long-term workflow process. Notifications of changes in steps / statuses may result in a "to do" notification or email. Case steps may be monitored to enforce SLAs, so it doesn't lag in a state too long. Escalation steps may also be configured. The lifecycle configuration is made in a tree fashion, not linear sequencing so more complex activities can be modeled. Attachments of any file type may be included, as well as unlimited comments. The actions of each user operating on a Case is audited. All case types and steps may be configured with a mixture of letters and numbers, along with meaningful descriptions.

1. User assignable 6-8 alphanumeric character process ID

Case Type can contain 12 alphanumeric characters.

2. Process description

C2M allows for a 60-character description and a 4000-character long description.

3. Active/Inactive indicator

All status values are shown, including active and inactive. Additionally, a Process Flow may be configured to streamline the start service process.

B. Workflow Approver master file - User must already exist in a system level user master file

Explanation: Approver or Approvers as used in this document means one or more individuals that approve a workflow request or complete a workflow task. Approval or Completion is indicated by the individual(s) clicking an Approve or Complete button. Workflow approvers can be activated or inactivated by changing a setting in the workflow approver master file record.

Only authorized users can transition Case workflow steps. A subset of authorized approvers can be configured.

1. Active/Inactive indicator

All status values are shown, including active and inactive.

2. Workflow Approver automatically set to Inactive in this file if user made Inactive in user master file

Approval notification not applicable if workflow is inactivated.

3. User preferred means of workflow notification

(a) Email

(b) Application Workflow dashboard

(c) Both

Both workflow and email are supported.

4. Ability to forward approvers workflows (All or specific processes) to another approver permanently or temporarily based on user input start/stop dates/times

Temporarily or permanently changing the workflow definition will route the workflow steps to another user. Alternatively, approvers should be defined by roles to allow easier substitutions in the event of vacation, sick leave, or other absence.

5. Forwarding created with a stop date/time automatically terminates on the stop date/time entered when the forwarding was created.

A monitor process can query and respond to this event.

6. Ability to list a user's workflow rules and pending workflow approval items from this screen

C2M displays pending To Do lists by user.

7. Ability to attach documents to any existing workflow sequence regardless of status.

Document attachments are supported at any workflow step.

C. User Workflow dashboard view from which user can view pending workflow items Explanation: Easy to use interface with which approvers can view and approve/reject their pending workflow approvals / tasks.

A Case Type Operations Dashboard shows 'at a glance' views of all cases and their current step / status. This dashboard supports drill-down to the specific Case and performs any authorized actions.

1. Ability to filter by process ID

C2M operations dashboard can filter by Case Type.

2. Ability to approve or reject

An unlimited number of next steps may be defined, including approve and reject.

3. Ability to selectively forward approvals to another active approver. Approvals can be forwarded for an indefinite duration or for a user entered from/through date/time.

A distinct step of "Forward Approval" can be configured.

4. Ability to view SO/WO (and all attached documents) being approved/complete

All case elements and historical steps can be viewed.

5. Ability to enter comments (up to 1,000 characters) with approval/rejection

Up to 4000 characters of comments can be included.

D. User configurable workflow sequences

Explanation: The ability to create an ordered sequence of workflow approvals/tasks/notifications using features/functionalities described below.

A Case has an Initial sequence, unlimited transitional (next step) sequences, and unlimited final sequences. Valid next steps are easily configured, unlimited text comments and attachments may be provided at each step. Approvers are notified via email or a "to do" (To Do). A full audit trail is maintained.

1. Each workflow sequence requires process ID (Workflow Process master file)

A separate step (sequence) may not exist without the case being active.

2. Up to 99 'Steps' in each workflow

An unlimited number of steps may be defined.

3. Each Step can have a description up to 300 characters

Each step may have a description up to 4000 characters.

4. Each workflow Step has a level assignment, 1 to 99, which controls the sequence of workflow processing

a. Each step has Approve/Complete/Notify indicator. Approve/Complete Steps require an approval before moving to next step. Notify Steps generate notifications, and workflow processing automatically moves to next Step.

b. Approve/Complete Steps can be Approved/Completed or Rejected. Rejection returns workflow back to originator for further action.

c. Comments up to 1,000 characters can be entered on Approvals/Completions or Rejections.

d. Indicator to indicate whether comments are required.

C2M does not limit the City to a linear workflow step assignment. Each step may have an unlimited number of next steps, creating a tree structure. Afterwards, the steps may converge, creating more of a funnel-like structure.

5. Each Step identifies 1 or more approvers

Each step may have 0 or more approvers.

6. Indicator to indicate whether only one or all approvers must approve

Approvers may be required or optional.

7. Approvers are notified of approval/completion request or notification when a Step on which they are an Approver becomes active due to preceding Steps having all been approved/completed/notified.

Approvers are notified via a To Do.

E. Workflow administrator program

Explanation: System provides a workflow administrator access role or permission that can be granted to selected users. Users with role can manage approvers, workflow master files, workflow sequences, etc. This access also provides limited ability to 'manage' in-progress workflows including ability to add comments to in-progress workflows.

Only authorized users may add or modify Case Types. Only authorized users can be listed as approvers. In Process workflows can be managed, including making additional comments.

1. Ability to add comments up to 1,000 characters.

Up to 4000 characters can be used for comments.

F. Reporting

Explanation: Basic reporting for all the workflow files: master files, workflow approvers, workflow sequences, pending items, approval history, etc.

In addition to the Case Operational Dashboards, reports and analytics may be configured for any Case Type.

1. Pending items report filtered on user input date range, approver id, process id

All requested data elements may be included.

2. Approval history report filtered on user input created date range, user input approved/rejected date range, approver id, process ID

All requested data elements may be included.

G. Document Attachments

1. Ability to attach documents to a workflow sequence at any Step in the workflow sequence.

An unlimited number of attachments may be associated with a Case, at any step. Documents may be attached at any step.

2. All Steps able to see all documents attached to the workflow sequence regardless of the Step at which the document was attached.

All documents can be viewed, regardless of the step.

3. Point of Contact – Proposals must identify a single dedicated implementation professional with significant experience of these types of projects for the coordination, tracking and execution of the implementation as the point of contact.

John Hanke is the point of contact for this proposed solution. John is a motivated utility professional with over 16 years of direct utility experience in various customer service and IT positions. He has over 23 years of successful CIS implementations as a utility employee, consultant, vendor, and integrator. John is a strong problem solver who collaborates with team members and stakeholders in finding the best solution. He has guided clients through the entire SDLC from project strategy / planning through implementation and post Go-Live support and stabilization. He has comprehensive knowledge project coordination and management, tracking, and execution of CIS implementations.

Project Management Approach

4. Offeror's approach to managing implementations of this magnitude. Address at a minimum the following components of project management.

Project Communications

a. Project communications

Origin's PM works with the City PM to develop and document the Communication Plan. The Communication Plan defines the communication requirements for the project and how information is distributed to ensure project success. Key activities include the following:

- **Develop the Communication Matrix** - Explains the information that needs to be communicated, when to communicate it, to whom to communicate it, and by what method. The Communication Matrix is based on a project stakeholder analysis.
- **Develop the Meeting Matrix** - Lists all major meetings for the project, including their frequency, attendees, facilitator, purpose, and format.
- **Document the Escalation Process** - Details how issues and problems are escalated when they cannot be resolved.

During the Engage phase, Origin's PM is responsible for defining the overall strategy for sharing project information. This includes documenting and agreeing with key stakeholders concerning what the communication requirements are.

Communication Requirement	Considerations
Who?	Who is the audience, and which individuals receive the communication? Who provides information necessary for the communication?
What?	What information is the audience looking for?
Why?	Why is the communication being prepared? Does it communicate weekly status to the core team and steering committee, or announce the completion of a major milestone to management and end-users? Objectives of the communication must be clearly stated when the communication is written.
When?	When is the communication needed?
How?	How should the information be presented to best meet the needs of the audience? What media are to be used (e.g., reports, meetings, email)? Communications can be verbal, written, or a combination thereof. Verbal communication can be formal, including a prepared discussion using formal reports and visual aids, or informal as in a roundtable discussion. If informal communication is used, all significant conversations, issues, and decisions must be documented with a follow-up memorandum to the participants, the PM's project diary, and the core team.
Where?	Where should the published communication be archived?

Origin's PM puts into practice the reporting requirements, delivery mechanisms, and scheduled meetings and procedures documented in the Communication Plan and manages communication for the project. This task is ongoing throughout the project.

Managing communication involves the following activities:

- Compile data from various input sources to create the communication documents
- Conduct the identified communication meetings
- Establish and adhere to the distribution schedule for each communication (report)
- Publish communication documents to the stakeholders via the delivery mechanisms identified on behalf of each stakeholder group identified within the Communication Plan
- File the communications (reports) according to the file structure noted within the Communication Plan

Schedule Management

b. Schedule management

Origin's project / schedule management and governance model is predicated upon PMI project management best practices. Origin's approach to schedule management encompasses a collaborative effort mainly between the Origin and City PMs but includes ensuring the project team has input and buys into the health of the project. Our approach to tracking for the project plan encompasses the following:

- **Weekly sessions with project teams** - These sessions include a review of current status against the baselined project schedule, any anticipated slippage on current or future tasks, and identification and review of any risks. This is generally undertaken in smaller groups in order to minimize impact on each team's assigned activities.
- **PM reviews and updates** - These sessions, minimum weekly, involve a collaborative effort to look at the current and future planned tasks and identify any changes that may need to occur. The PMs assess the critical path and address any major risks with the current or future critical path activities.
- **Project plan updates** - Project plan updates are undertaken based on the aforementioned activities, and the resulting updated schedule is communicated to the team and to stakeholders where there is a difference in previous status.

In addition to the tracking of the project schedule, Origin is tracking the project health given the direct impacts on the project schedule. Project health monitoring, resource demand management, scope management, and issue resolution are described below.

Project Health Monitoring

Origin's PMs use project schedule, cost, and scope metrics to determine the overall health of the project. Behind the scenes, our team monitors the project burn-down chart and project completion forecast versus actuals. This information feeds directly into the weekly status reports, which display the health of the project at a glance using green (on track), yellow (one element has slipped), or red (multiple elements have slipped) as illustrated below. We believe no project should go from green to red, and our PMs commit to transparency-not only in the weekly status reports, but in all project communications-to ensure that the entire team understands the health of the project at all times.

Project Status	Comments		Legend	
Overall				Progressing as planned
Schedule				Some risks / mitigation
Scope				Critical risks / jeopardy

Resource Demand Management

Resource demand management aims to match incoming work (demand) to capacity. Initially, resources are allocated based on information known at the start of the engagement. As the project team progresses through requirements, we confirm or modify assumptions. New tasks may be identified, or work may be accelerated or deprioritized. All these actions impact resource demand, usually prompting changes in resource allocations.

Origin's PM uses internal tools to forecast and track Origin resource information over the project lifecycle. These tools allow us to understand which resources are allocated, for how much time, and how actual hours were spent.

In the event that resource allocation changes are required for Origin resources, those changes are documented and socialized within Origin. As Origin resource allocation is changed, there is almost certainly an impact on the City resources as well. Using the project schedule, the sprint calendar, and any updated requirements (or prioritization list), the Origin and City PMs work together to revise resource requests for the City resources. This includes updating the project schedule, seeking approval for any material changes to the roster or allocation of the City resources, and socializing the changes to all key stakeholders.

This type of change typically occurs during the first weeks of the project; however, the Origin PM monitors resource demand and reports on it through monthly steering committee meetings to ensure that resource needs are reviewed throughout the project.

Engage Phase

The initial project phase, Engage, is critical for setting appropriate expectations with the project team. During this phase, the project is planned and the processes governing the conduct of the project are defined. The objectives accomplished in this phase include the following:

- The Statement of Work (SOW) is reviewed.
- The project plan is completed and baselined for project planning and control.
- The project budget is reviewed and finalized
- The project is appropriately staffed.
- The project kickoff is completed.

Activity	Work Product
Define the project structure, processes, and governance to keep everything running smoothly	- Budgeting process - Deliverables approval - Quality measures - Escalation process

Activity	Work Product
	- Change control process - Risk and issue management
Create and deliver the project plan and schedule	- Resource plan - Knowledgebase plan - Scope / change management plan - Communication plan - Risk and issue register - Project reporting plan - Decision tracking plan and project schedule with work-breakdown structure (WBS), duration, resource assignments, and dependencies
Create an inventory of planned project deliverables	- Description of deliverables, format, and completion criteria
Confirm customer readiness	- Readiness confirmation
Conduct project kickoff	- Project kickoff presentation

Enable, Construct, Confirm, Transition & Operate Phases

Over the life of the project, the Origin PM continues to manage the execution of the project and monitor all the tasks and metrics necessary to ensure that the project is within scope, on time, and on budget to minimize risk. This includes using the policies, standards, and procedures delineated in the Engage phase for governance, and performing the necessary reviews and measurements to confirm that the project is being executed according to the published plan. It is also the process of comparing actual performance with planned performance, analyzing variances, evaluating possible alternatives, and taking appropriate corrective action(s) as needed.

Upon final acceptance of the delivered solution, the project is "closed" from an administrative and contractual standpoint. This includes validating that project outputs are complete and

aligned with the organization's expectations, gaining final confirmation, and securing all documents for reuse and retention.

Activity	Work Product
Schedule and facilitate status meetings, create status reports, provide task management and project oversight, and perform quality assurance	- Meeting schedule - Meeting minutes - Status report
Manage scope, budget, and schedule according to the project plan	- RAID Log
Oversee deliverables for quality and alignment with project goals	- Approved deliverables
Finalize and deliver all project-related work and documentation	- Project deliverables and supporting documentation
Publish a Project Summary	- Summary of project scope, key findings, work products, accomplishments, deferred enhancements and / or functionality, product maintenance recommendations, opportunities, and open / closed issues
Publish a Project Close-Out Letter	- Project Close-Out Letter

Issue Management

c. Issue management

Origin puts a governance framework in place that enables the management team to identify potential risks and address them before they escalate into real project issues. This mitigation approach is highly effective. The Executive Team receives weekly updates from the PM and is informed immediately should issues arise that require escalation.

Origin reduces the need for escalations and their associated response times in the following ways:

- Regular steering committee meetings involving key stakeholders
- Regular status meetings with the City project team
- Transparent engagement model driven by metrics
- Origin team resources empowered to make critical decisions
- Time limits for escalation are defined and clearly communicated to all team members and stakeholders

Scope Management

d. Scope management

Origin's PM works closely with the City's PM to communicate status regarding scope and costs. Origin's PM adheres to the following scope control process:

- **Set Scope Baseline.** Defines the scope baseline and the rules for changing that baseline with enough detail to ensure the implementation's success. Communicates both the scope baseline definition and Change Control Process (CCP) to the project team during the project kick-off.
- **Monitor Progress to Baseline.** As the project moves through its phases, the scope is documented and detailed through a progression of deliverables. From contract inception to project close, these deliverables capture scope and enable traceability.
- **Adjust the Scope Baseline.** Any stakeholder or member of the project team may initiate a change to scope using the change control process (CCP), which is cycling constantly throughout the project, reviewed at progress meetings, and reported regularly.

Whenever a need for change is perceived, the CCP is invoked via the completion of a Change Control Form (CCF). All requests are evaluated by Origin's PM regarding the impact on schedule, scope, budget, and quality. Each change request is validated for need, business justification, cost implications, and possible workarounds. Origin's approach is to always seek solutions to CCFs that eliminate the need for customizations, thus minimizing the potential for schedule changes.

The Origin PM adheres to the following cost control process:

- **Achieve a baseline budget.** Once the SOW is signed by the City and project funds have been allocated to the project, the Origin PM creates a baseline budget.
- **Establish monthly budget.** Documents the monthly expected expenditure in a spreadsheet encompassing the entire project.
- **Establish cost controls.** Works with the City's PM to set up clear cost controls and sign-off responsibilities for timesheets and vendor invoices. This is crucial for controlling the actual costs that are booked to the City's project.
- **Record actual costs.** Monitors and records the actual amount invoiced to the City's project at the end of each month and compares to the budget.
- **Calculate metrics.** Calculates and updates cost metrics at the end of each reporting period. Measures how much money the project has spent of the total budget compared to how much money the project was expected to spend at this point in time.

- Update forecasts. Adjusts forecasts on a monthly basis to account for any changes that have taken place.
- Communicate. Creates transparency to the City around the project's costs by including cost metrics and key numbers in project reports and steering committee presentations. Any costs not on track are treated as an urgent issue which must be analyzed, resolved, and discussed with the City.

Project Areas or Activities Most Likely to Result in an Overrun

- **Solution Design** - A design with errors typically results in incorrect or insufficient project deliverables. Design errors and attempts to correct those errors can lead to delays and cost overruns. Origin mitigates this risk by ensuring good communication with the design team and utilizing a design process that is thoroughly planned, giving enough time for corrections and extensive review and approvals.
- **Change Management** - Scope defines the entire set of project deliverables. The project plan, project estimates, schedule, and quality metrics are driven by the defined scope. Thus, any change in scope during the project implementation means that the project plan, budget, and schedule must be reviewed for potential overrun. For example, a change to scope can potentially cause an overrun by exceeding the project budget. Origin's PM implements a change control process designed to control and evaluate change.

Risk Management

e. Risk management

Origin's PM works with the City to define how potential risks should be handled so that project risks can be mitigated or avoided altogether. Origin, in the absence of an alternate preferred method, utilizes a risk management plan that identifies and classifies risks, their probability of occurrence, potential impacts, and proposed actions.

- **Low project risks** - Typically have little or no impact on project cost, schedule, scope, or quality
- **Moderate project risks** - Introduce some potential impact on project cost, schedule, scope, or quality
- **High project risks** - Likely have a significant impact on project cost, schedule, scope, or quality

An unpredicted business risk - either internal or external - may cause a direct financial loss and require unexpected expenses for its handling. When this risk is significant and damaging enough, cost overrun is inevitable. Origin's PM utilizes a risk management plan that identifies and classifies risk, probability of occurrence, potential impact, and proposed action.

To prevent cost overruns, Origin's PM employs several governance best practices:

- Spend time to thoroughly plan the project
- Stay within the scope that was originally planned
- Use a good scheduling tool such as Microsoft project

- Ensure stakeholders participate in the project, so they feel invested in and committed to the strategy.
- Constantly track and measure progress and adjust as necessary

Three Highest Areas of Project Risk

- Lack of Resource Availability - Lack of availability of key resources (City or Origin) may lead to either delays in project execution or potential rework for decisions made without the input of key resources. Implementing a new solution requires the involvement and input of key individuals over an extended period.
- Lack of Acceptance of Solution and Business Process Recommendations - Lack of buy in from all levels of the organization causes resistance to the promoting and acceptance of proposed changes in the solution or business processes. Dissenters within an organization pose the single greatest risk to a project.
- Lack of a detailed data conversion plan - Typically, the most challenging and riskiest part of a data conversion is the data mapping (understanding how each element in the legacy systems transfers into the new system).

Communicate with Stakeholders

To ensure that projects run smoothly the risk management plan is communicated to project sponsors, stakeholders, and team members. This sets expectations to people who provide funding and who are affected by the outcomes. It ensures that the project runs smoothly so each phase of the onPoint methodology proceeds to the next without disruption. By identifying, avoiding, and dealing with potential risks in advance, the risk management plan ensures the project team can respond effectively when challenges arise that require intervention.

Maximize Results and Meet Deadlines

Defining and executing a risk management plan increases the likelihood of project success. By minimizing and eliminating risks, the project can be finished within budget and meet the objectives.

Be Proactive, Not Reactive

Origin's risk management plan necessitates proactive measures to mitigate possible harmful events before they arise instead of constantly fighting fires. The project team converts the identified risks into actionable steps or contingency plans to reduce or eliminate the likelihood of harmful events. Should a risk event occur, the contingency plan can be enacted quickly, thereby reducing impact.

The Risk Management Process

1. Identify Risks

The risk management process (illustrated in Figure 4) begins by identifying project risks. This is an ongoing expansive task. For this reason, Origin's PM works with both Origin and City teams

to brainstorm the many possible sources of risks. The entire project team combines their knowledge and experience to scan the full scope of possible project risks.

At the end of the identification process, the project team uses an assessment method to categorize and prioritize the identified project risks.



Figure 4 - Risk Management Process

2. Assess Risks

Before the project team decides how to best manage the identified risks, they need to identify the causes. At this juncture, it is also appropriate for the team to discuss how each risk impacts the City.

The team assesses the impact and probability and identifies who owns the risk. Prioritization aids with categorizing risks according to their level of impact and probability of occurrence. The team's judgment is often based on experience regarding the likelihood of occurrence, gut feel, past failures and successes, historical data, and other information. When assessing the project risks, the team evaluates the following factors.

Factors	Description	Ratings
Impact	Importance for project success	4 - High

Factors	Description	Ratings
		3 - Medium 2 - Low 1 - Insignificant
Probability	Likelihood of occurrence	A - Certain B - Almost Certain C - Likely D - Not Likely

Impact Ratings Defined

- 4 (High) - A project showstopper jeopardizing attaining project goals
- 3 (Medium) - Key project objective(s) are at risk
- 2 (Low) - Significant impact requiring a change to project approach, objectives, etc.
- 1 (Insignificant) - A challenge that falls within planned project contingencies, without significant impact on the project

Probability Ratings Defined

- A (Certain) - Treat as an issue
- B (Almost Certain) - Treat as likely to occur
- C (Likely) - Treat as most likely not to occur, but manage the mitigation
- D (Not Likely) - No mitigation necessary

Risks are assigned an impact and probability rating and plotted within a Risk Map to aid with analysis, as illustrated in Figure 5 below.

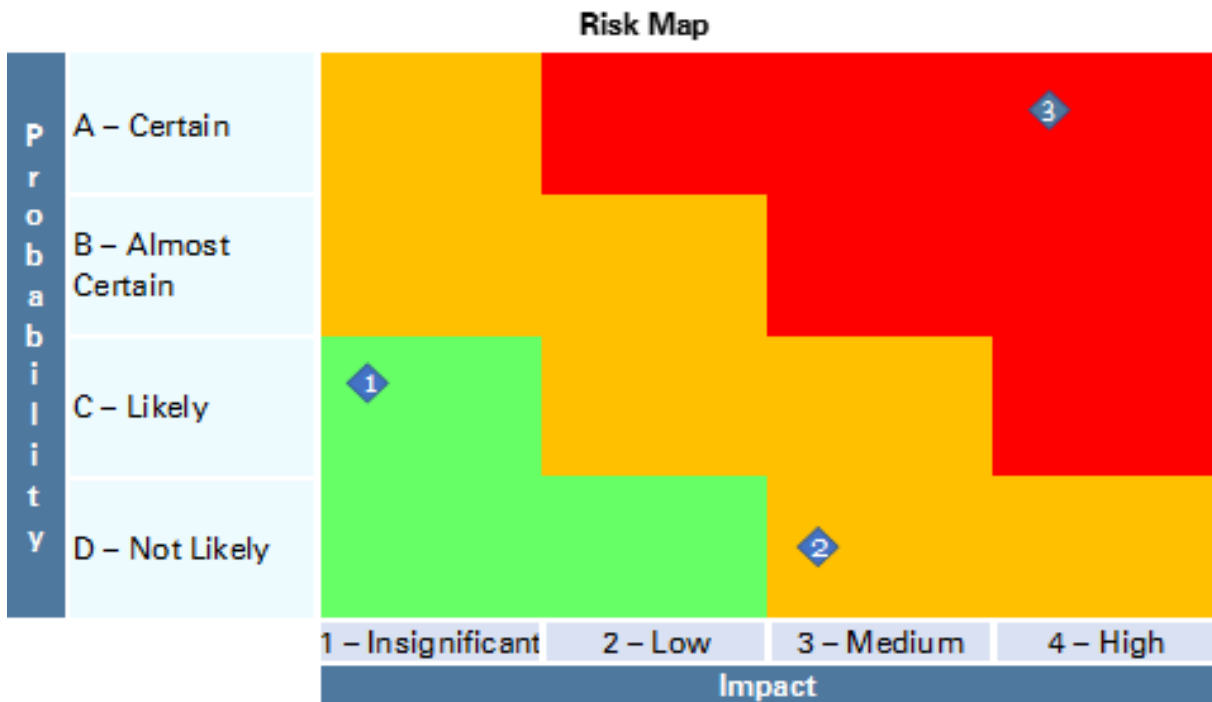


Figure 5 - Sample Risk Map

3. Develop Risk Responses and Contingency Plan or Preventative Measures for the Risk

Once the associated risk impact and probability are understood, the team can start focusing on a risk strategy for the identified project risks.

The following risk management strategies are used to develop risk responses.

Strategy	Description
Avoid	Change plans, technologies, people, etc. such that the risk is no longer relevant and hence avoided.
Reduce	Mitigate the risk such that it is less likely to happen and / or the impact is reduced.
Review / Prepare	Accept the risk as it stands but monitor any changes in the risk or the team's acceptance of the risk.

The team identifies the appropriate risk management strategy to employ when developing the risk response.

Beginning with the highest prioritized risks, the risk management plan breaks down the risk responses for each into actions or steps. These actions become part of the risk management plan. The project team implements whatever actions they can right away to proactively prevent risks from occurring.

Key activities of the risk management process include the following:

- Set contingency trigger dates and scenarios
- Create an action plan to reduce the risk
- Identify who is responsible for carrying out the action plan
- Determine the mitigation deadline
- Log the risk in the RAID Log

4. Monitor the Risk / Issue

Origin's PM maintains a close watch on all identified risks using the RAID log. This log contains the following information: Risk ID, Risk Description, Impact, Probability, Owner, and Mitigation Action. The Risk Register is kept current throughout the entire project.

Risks are monitored and communicated continually, ensuring the entire team is aware of any potential risks, and how the team plans to respond to each. Any changes to the probability or impact of the risk are recorded and presented to the project team so that additional risk mitigation strategies are used when necessary.

Quality Assurance

f. Quality assurance

The Origin difference for Project Quality Assurance combines strong technical and business skills to focus on developing and managing more effective and efficient solutions that solve business challenges and foster new business opportunities. Origin leverages its industry-leading resources and commitment to success and quality for producing deliverables and ultimately implementing the business solution desired by the City. As mentioned, quality control extends beyond the software thus our Project Quality Assurance methodology encompasses:

- **Project Oversight** - Our PM and team-leads establish and continually monitor engagement plans, metrics, and controls to measure progress and quality.
- **Risk Assessment** - Includes identifying potential risks in critical areas, including team composition, methodology, controls, system features, and project processes. This also includes real-time project status assessments to ensure a dynamic Project Oversight service.
- **Issue Mitigation** - The resolution aspect of Risk Assessment, our team provides resolution and / or mitigation plans for each identified project risk.
- **Testing and Solution Acceptance Support** - Our team facilitates and conducts testing during various phases of the engagement lifecycle. This can include assessments of unit, functional, integration, systems, and / or user acceptance testing to ensure the quality and thoroughness of the test approach, plans, and code. We also manage the project through solution acceptance to ensure there are no issues with deployment.

Each Project Quality Assurance segment includes accompanying components to ensure quality standards are adhered to and goals are achieved. These components include reviewing quality standards, stakeholder expectations, associated Quality Assurance activities, frequency, and delegation of responsibility. The result of Origin's Project Quality Assurance practice is a business solution that meets the City's project expectations and delivers the required value. onPoint Project Quality Assurance include the following best practices:

- Development of a Project Quality Plan
- Establishing a Software Quality Control layer between Origin and the City
- Creating test plans and engagement metrics for both functional and technical requirements
- Continually evaluating and reporting on those metrics to the City
- Conducting regular quality assurance reviews with the City's team
- Performing early and frequent software tests & quality checks
- Identifying and tracking risks / issues
- Conducting root cause analysis on identified issues
- Focusing on continuous improvement throughout the Software Development Lifecycle
- Obtaining a formal quality assurance approval from the City prior to deployment

The project team uses many different testing methods to deliver a quality solution:

- **Unit testing** - This test is performed by the developer to ensure their code works as planned.
- **Sprint Demonstration** - This demo is held at the end of each sprint to ensure the business requirement is met.
- **System Testing** - This test is completed after all development to ensure the system performs and delivers end to end.
- **System Integration Testing** - This test ensures all dependent systems interface with C2M as expected (input & output).
- **Performance testing** - This ensures the system performs within predefined parameters.
- **Parallel testing** - This ensures C2M creates the same output as the current legacy system (number of bills match, each bill amount matches, both systems respond similarly).

5. System Acceptance Testing

a. Exhibit A Part 3 outlines System Acceptance Testing Requirements. Proposals must agree to abide by the System Acceptance Testing requirements or submit alternative requirements to any exceptions taken.

Origin has reviewed the System Acceptance Testing requirements and in general accepts the requirements proposed by the City. We value an opportunity to further discuss the requirements and alternate options if selected as the vendor of choice.

While we understand the need to ensure end-to-end acceptance testing is successful and is not jeopardized by items raised during acceptance testing, Origin has been successful in alternate options to those requirements proposed, ensuring both the schedule and the quality of the solution is not jeopardized. The specific requirement that we have proposed differently is the

restart of Acceptance Testing on the basis of individual features and functions failure. Origin provides for additional time in the Acceptance Testing phase that allows for both retesting functional components that fail as well as regression testing any area affected by the point of failure, up-stream or down-stream. All Severity 1 and Severity 2 issues should nevertheless be fully tested and accepted by the City prior to any release into production.

b. Proposals must provide a comprehensive Acceptance Test Plan incorporating the System Acceptance Testing Requirements. The City will consider as nonresponsive any vendor that does not provide an Acceptance Test Plan, or at a minimum, a sample of the plan that illustrates the process and parameters underlying its test approach, including, but not limited to:

i. How each of the functional specifications in the RFP will be tracked, documented and tested before System Acceptance and Final Acceptance.

ii. How interfaces will be tested

iii. How System reliability will be tested

iv. How System performance and speed will be tested

v. How integration of System and System Components will be verified

vi. Remediation procedures for failed tests and found errors

vii. The delineation of testing tasks between the City and Offeror personnel

Per the City's request, Origin has attached a sample Regression Test plan and a sample System Integration Test (SIT) plan in Appendix A.

Origin's focus is to deliver the highest quality product to our customers at a reasonable cost. We accomplish this goal through risk-based testing-prioritizing the testing of features and functions. We look at each feature's risk of failure, function of their importance, and likelihood / impact of their failure. This assessment focuses our testing and ensures we minimize defects and rework, thus maximizing the City's satisfaction and user experience. The objectives of our testing services are to:

- Validate that the requirements are met
- Improve the quality of the delivered system through early identification of defects
- Provide traceability of prioritized requirements
- Build and reuse testing work products in all phases of the process
- Secure user acceptance of the solution against critical business requirements
- Validate the business-critical data and data access components prior to production release

Origin follows an Agile methodology to achieve the proposed solution. Origin and the City's teams collaborate throughout the SDLC process, allowing Origin to continuously receive feedback on all aspects of developing and testing the proposed solution. Moreover, Origin offers a defect tracking and reporting tool, a test plan template, and a test summary template.

Following is an overview of Origin's testing process.

Test Reporting

To further assist the testing process, Origin has developed a proprietary bill comparison tool that automates the process of comparing legacy bills with bills generated from C2M and highlights the differences between the two. Origin's Bill Comparison tool provides more coverage regarding the number of bills that can be compared over a given period of time rather than sampling and reduces the manual effort (number of resources) required to validate accuracy.

Test Metrics

Origin recommends the City collect various test metrics from the test events. Some metrics can also be used as acceptance criteria. Typical test metrics include:

- Number and category of defects per component
- Number and category of defects per subsystem
- Number and category of defects per workshop iteration
- Number of defects per use case

Test Remediation Procedures

Each test has an allotment of time scheduled to assess and address remediation. The Origin team and the City core team review test reporting, discuss process / provide feedback, and remediate any defects that were presented during testing. These defects are logged as a Jira ticket item and project related issues are logged in the RAID log. Issues are then prioritized and assigned to resources. This process occurs after each testing phase and the goal is to ensure that defects are remedied prior to the next testing stage, and ultimately before Go-Live.

Test Success Criteria

Testing quality and success is inherent in the Agile methodology. In a classic or waterfall approach to system development, the system test is executed at the end of the development phase. As such, it is not unusual to discover issues during system testing, which increases the risk of schedule and budget overruns. With Origin's iterative test-as-you-go approach, we collaborate with the City to formulate the test requirements during the Enable workshops, resulting in a common understanding of what needs to be tested. Our approach contributes to preventing unpleasant surprises at a point in the project when retesting and corrections are more costly.

As acceptance criteria is crafted into more formal test scenarios, Origin and the City collaborate again to determine the importance and ranking of each test scenario. This allows the team to understand any "showstopper" test scenarios, which are most critical to the success of the overall project. As the City begins its User Acceptance Testing (UAT) during the Confirm phase, Origin's testing tools provide real-time information for test completion and success percentages. The goal is to deliver a solution that satisfies all agreed upon requirements.

UAT / Functional Testing

The Confirm phase continues with the UAT. The purpose of UAT is to confirm that business operations can be performed successfully. This type of testing uses the full converted data as well as additional data sets created to confirm certain test scenarios that the business is required to test. The City leads UAT with support from the Origin team.

To evaluate the system's compliance with the business requirements and verify its readiness for delivery to end-users. Origin supports the City with performing the acceptance tests, but the City has primary responsibility for ensuring UAT is completed to their satisfaction. The City's users test the solution following the given priorities of the requirements. This test phase is performed with full production data volumes in a separate UAT environment.

In a separate environment, UAT allows the City to test the functionality of a program, process, interface, or function, independent of other programs, processes, or functions to ensure it performs as expected and designed, does not return unexpected results, and negative testing invokes correct edits and error messages. UAT is conducted on a controlled volume of data (static data) that uses static data scripts to run the tests.

Test Entry / Exit Criteria

The entry criteria for this phase comprises the successful completion of SIT, a fully converted data set and the initial training for the testers, and the City confirming all System functionality prior to UAT. All UAT scenarios and scripts must also be fully documented and approved prior to the start of UAT. This phase of testing is complete when all business processes and test scripts have been executed and no outstanding critical or high severity defects remain open.

UAT Resources

Origin maintains an extensive library of test cases and test plans, made available to the City, that serve as a baseline test set for C2M, OCX, and MobileLite and a reference for the development of additional specific test scenarios. Our test library also includes test scenarios for user acceptance testing. Examples include:

- Start service for new residential customer and new commercial customer
- Start service for new residential customer via website
- Transfer service for existing customer
- Install new meter and exchange meter
- Bill residential customer with Residential Standard rate
- Collections for residential customer with broken payment arrangement
- Collections for commercial customer with excessive delinquent debt
- Reconnect residential customer
- Refund industrial deposit

UAT Responsibilities

Each task below indicates the party with the primary responsibility. However, we recognize that many tasks may have a supporting role from either party.

UAT Responsibilities		
Task	City	Origin
Identify testing scenarios	*	
Generate test data	*	
Execute test scenarios	*	
Provide test results (pass / fail information)	*	
Resolve issues or scenarios that did not pass		*
Retest necessary scenarios	*	
Approve UAT results	*	

In addition to UAT, Origin provides a suite of testing services to ensure the solution is effective and meets the City's requirements. Below are some components of Origin's testing methodology.

System Interface Testing (SIT)

Origin employs a "test-as-you-go" approach, performing system testing at the end of each sprint to verify that the system works, as far as it has been developed when the system test is performed, in a way that is consistent with what the users expect. The Origin team shadows, assists, and reviews the workflow configurations being input, ensuring the City's SMEs gain expertise in the solution's workflow configuration before Go-Live.

Test Entry / Exit Criteria

The Confirm phase begins with SIT. The purpose of this type of testing is to confirm that system functionality operates as expected from end-to-end with the introduction of the new functionality that was configured during the Construct phase. The Origin team leads SIT, with the City providing input into test scenarios and the specific integration points that need to be tested. The entry criteria to this phase are that all major system and integration configuration must be complete, with all SIT scenarios documented and approved. This phase of testing is complete when all SIT scripts have been executed and passed with no outstanding critical or high severity defects.

Performance / Stress Testing

To determine the responsiveness and reliability of the C2M solution at and above expected workloads, Origin employs Performance Testing. Performance tuning follows, optimizing the overall system performance. This includes application, database, user presentation and experience, and communication with edge systems.

Test Entry / Exit Criteria

To enter Performance Testing, there must be a successful completion of System Integration Testing. Features are validated, discrepancies are identified, and measurements of the system's speed, accuracy, and stability are documented. Testing is complete when system performance meets batch and online requirements. The collected log files are analyzed and reviewed by Origin and the City's core team. Any defects are identified, and a remediation plan is developed.

Reliability Testing

A field of iterative software-testing that relates to testing a software's ability to function, given environmental conditions, for a particular amount of time. Reliability testing helps discover any problems in the software design and functionality. Software reliability testing includes load testing, regression testing, and feature testing. Feature testing is conducted by executing each operation in the software once; reducing interaction between the two operations; and checking each operation for its proper execution. Load testing is conducted to check the performance of the software under maximum workload (this test requires performance testing). Finally, regression testing is conducted to check whether any new bugs have been introduced through previous bug fixes.

As part of this testing, the full batch schedule may be executed for a period of time determined by the City and Origin teams to confirm that batch can execute successfully. This can be approached in one of two ways: 1) schedule time in the project schedule to do reliability testing as a separate testing phase, or 2) bake this testing into the other test phases. For example, testing can occur during SIT and UAT, or perhaps as a part of End-to-End (E2E) testing and UAT. Conducting Reliability testing as part of E2E and UAT may have a positive impact on the overall project schedule and resources.

Test Entry / Exit Criteria

Entry and exit criteria dependent upon the type of Reliability Testing performed.

Other Types of Testing

Origin recommends the following types of testing:

Parallel Testing

The primary objective of parallel testing is to demonstrate that selected batch transactions processed in the legacy CIS and the new C2M solution produce comparable results. Some differences are fully explainable, and variances are accepted (such as, the difference in the bill estimation algorithm between the legacy CIS and C2M).

Parallel testing focuses primarily on verifying that the functionality delivered and proven in SIT produces comparable results as the existing legacy applications. The objective is to validate

batch billing; batch payments; financial transaction creation; and exceptions identified through the processing of meter reading, billing, payment, and financial creation processes.

Parallel Test Planning include the following activities:

- Define the scope of parallel testing
- Define key objectives of the parallel testing stage and different types of tests
- Determine key testing activities related to planning, preparation, and execution
- Examine background processes to be included in parallel testing
- Identify and select parallel testing resources, and define roles and responsibilities for those involved
- Plan daily execution schedule
- Determine facilities requirements to support parallel testing
- Establish entry and exit criteria for parallel testing
- Discuss acceptance process for test stage conclusion at the completion of parallel test execution
- Review explanation of test document process
- Examine procedures to identify, classify, track, and correct defects identified during parallel testing
- Assess definition of testing environments to be used during parallel testing and review activities to be performed in each

The following is not in scope for parallel testing:

- Specific edge application testing
- Comparing all bills
- Performing manual data entry
- Validating field activity transactions
- Non-utility bills
- A / P file processing
- OCX functionality
- Meter asset management functionality

The following are objectives to validate expected results (as compared to the legacy system billing):

- Capture the full \$ amount billed for each cycle
- Show the total \$ billed for each rate schedule and cycle
- Assess the following:
 - # of meter reads in file vs. # of meter reads uploaded
 - # of accounts in billing cycle and # of bills generated
 - # of payments in file vs. # of payments uploaded
 - # of estimated bills and \$ of estimated bills
 - # of accounts in billing cycle
 - \$ of AR going to the GL
 - # of exceptions (billing, payments, meter reading)
- Sampling of individual accounts (risk-based sample)

Origin proposes a single Parallel test phase with regression tests for any changes created in C2M to resolve parallel testing variations.

Final System Acceptance

Origin agrees to the final system acceptance parameters. We would ask the City to lead final system acceptance tests after Go-Live.

Testing Activities

Each task demonstrates how Origin's testing activities and functional specifications are tracked.

Activity	Work Product	Work Product Description
Determine Testing Requirements	Testing Requirements	The requirements for all tests that should be performed during the project, from unit testing to user acceptance testing and the objectives of the requirements. Also, the City's sign-off requirements for user acceptance testing are defined. The requirements are used as a baseline to determine the Testing Strategy and to plan all the tests that should be performed during the project.
Develop Test Strategy	Test Strategy	Documents the testing approach and the scope of testing. Includes a listing of the types of testing and the purpose of each testing task. Defines how to manage testing errors, the types of tests to run, and what is required to run the tests. The aim should be to test the most important use cases and to test requirements that are associated with the highest risks. Establishes the following: • A list of testing requirements • An understanding of the type and purpose of each testing task • An understanding of the work products for each testing task • Detailed acceptance criteria for testing
Develop Test Plan (Integration, System, Performance, UAT)	Test Plans	Used as a guide to perform the tests conducted during the project. Documents: • Feature to be tested • Features not to be tested • Test data requirements • Test pass / fail criteria • Test roles / responsibilities

Activity	Work Product	Work Product Description
Develop Test Scripts	Scripts	Documents the steps needed to test a single component. A component is the smallest unit that the application consists of.
Create Test Scenarios	Test Scenarios	Used to validate that the functional requirements, the integration of all components, the technical infrastructure and the supplemental requirements. Each includes: • ID and name • Reference to system use case scenario • Revision history • Objectives for the test • Setup requirements for the test • Pre-conditions for the test • Required test-data • Steps that are included in the scenarios • Expected result
Prepare Test Data	Test Data	Specific to the data requirement outlined in the test scenarios. Whenever possible, use converted data as test data. Attempt to produce as realistic as possible data even when it is not converted.
Prepare Test Environment	Test Environment	Test Database
Perform Test (Integration, System, Performance, UAT)	Tested Components	Components that have been tested and can be executed in a way that is consistent with what the users expect.

Activity	Work Product	Work Product Description
Prepare Users for Acceptance Testing	Prepared User Testers	Users trained on the new system that can perform the acceptance test for their business process area. Addresses: - The training necessary for users to perform their testing tasks - Instructions on when to use online documentation instructions on how to read a test scenario - How to perform acceptance testing
Support Acceptance Test	Acceptance Test Results	Includes both detailed and summary results from the user acceptance test.

6. Business Process Change - Proposals must include description of the process by which the Offeror will work with the City to identify and review current business processes and provide recommendations to improve overall court users' efficiency by leveraging the functionality of the System. Further, what specific documentation will be provided to the City both during and after implementation regarding current and future business processes?

Origin uses M2C workshops during the Enable phase to identify the processes and any requirements that stem from them. Certain documentation arises from this elicitation, including the user stories and the user story backlog, which provide a comprehensive list of requirements and testing acceptance criteria, as well as a traceability matrix that allows Origin and the City to monitor and trace the processes.

Over the years, Origin has developed and refined our M2C Taxonomy, pictured below in Figure 6. This taxonomy divides the M2C business processes into four recurring process groups. Processes within each group are categorized as Core, Pre-requisite, or Alternate. This taxonomy allows Origin and the City to see upstream and downstream impacts, and to focus on the most important business processes. Focusing on the core processes ensures an efficient, clean, M2C landscape.

Further, Utility Reference Models (URMs) are provided, which allows the City to see how C2M "views" a particular business process, allowing you to work with the application rather than against it.

The M2C taxonomy keeps the topics of the M2C workshops focused and clearly defines a finish line. Important topics raised during this workshop are identified and placed in a "parking lot" for discussion during the relevant session to ensure nothing is lost during these foundational project workshops.

Origin introduces, where applicable, opportunities to optimize current business practices to better align with utility best practices. The City is tasked with ensuring that the representatives attending the workshops are empowered to make decisions to change the business to better

align with C2M functionality and industry best practices.

User stories are created for business processes that need refinement (i.e., processes that cause pain points in the City's current M2C footprint). These user stories are broken down into tasks and assigned during the sprints. The user stories have acceptance criteria that are used to validate that the business process operates as designed. This provides the mechanism to track the conceptual business process change from the initial workshops through acceptance testing.

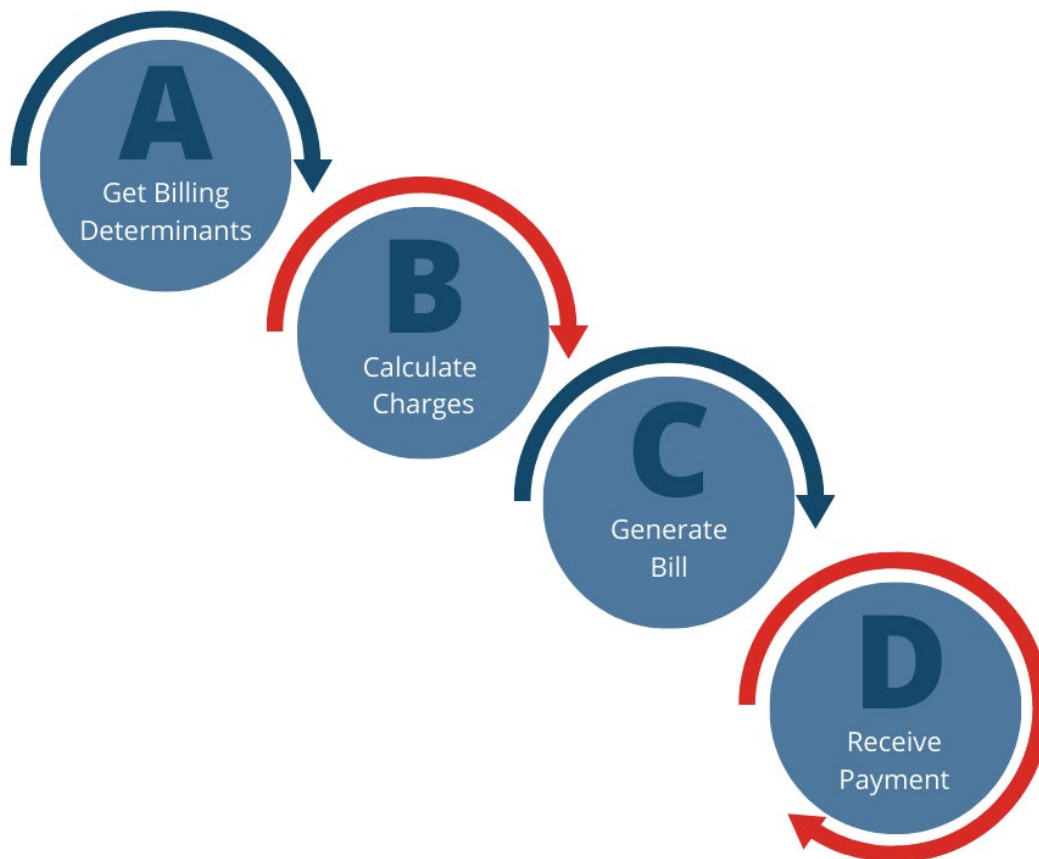


Figure 6 - Origin's M2C Taxonomy

During the Construct phase, tasks are assigned to the user stories. These tasks include business process changes, configuration, config-tools extensions, and other items. The tasks are assigned, built, delivered, and demonstrated. The testing acceptance criteria form the basis of test scripts for the Confirm phase.

Test script execution in the Confirm phase completes the final step from M2C business process to user story, to task(s) and finally to test script.

Tracking may be performed by Jira if the City does not have a preferred requirements tracking / test tracking tool.

For documentation provided after implementation, Origin provides all project documentation to

the City as part of the Transition & Operate phase. Origin also provides business process guides and administration guides for OCX and MobileLite.

In addition, C2M comes with a full set of product documentation in electronic format. Below is a list of the types of documentation currently available via Oracle's documentation site. These documents are available in the Oracle Support portal and the eDelivery portal.

- Release Notes
- Installation Guide
- Quick Install Guide
- Security Guide
- DBA Guide
- Business Processes Guide
- Administration Guide
- Server Administration Guide
- Optional Products Install Guide

7. Go Live Phase - The go live phase is when System will be first "turned on" or released to the City for use in the conduct of Municipal Court business.

a. Go Live is after satisfactory completion of the System Acceptance Testing and Data Conversion and with the formal approval of the City.

As a part of our standard cutover approach, Origin works with the City to deliver UAT and SIT. Data Conversion is also completed prior to cutover as a part of our configuration sprints in the Confirm phase of our onPoint methodology, which is further detailed in Question 8. Origin affirms these steps are completed to the City's satisfaction, and that Origin receives formal approval on each step of the process.

b. Offeror must provide a Go Live plan specifying all steps and tasks necessary for a successful Go Live, this plan should describe tasks to be performed by the City as well as the Offeror. The City can add additional steps or tasks to address specific needs. The Offeror is responsible for keeping track of the completion of these tasks and steps.

Origin's approach to identifying the cutover tasks prior to Go-Live are:

- 1) Utilize our extensive library of CIS software Go-Live checklists accumulated over our 14 years of experience
- 2) Collaborate throughout the project with the City to understand legacy CIS integrations, dependencies, and business stakeholders impacted by the cutover
- 3) Conduct mock cutovers.

During the mock cutover testing Origin documents the timings and lessons learned. This process ensures the go-live checklist is accurate and the team can measure against the Go-Live performance schedule.

Origin uses a Go-Live checklist for tracking, reporting, and managing all cutover tasks. The updates are tracked using an Excel spreadsheet and communicated using email. The Origin PM

uses MS Project to track project related tasks, assignments, schedules, durations, and dependencies. Regular meetings are held leading up to the mock cut-overs and go-live to ensure the go-live checklist is comprehensive and accurate.

Origin has included a sample list of typical Go-Live responsibilities for a project of this type. Each task below indicates the party with the primary responsibility. However, we recognize that many tasks may have a supporting role from either party. Origin recognizes that every utility's operations are different and therefore we collaborate with the City to customize this list.

Go-Live Responsibilities		
Task	City	Respondent
Sample pre-cutover tasks		
Notification sent to payment vendors regarding Go-Live outage	*	
Publish go-live outage details on website	*	
True-up Net Metering accounts	*	
Bill meter exchanges in legacy	*	
Bill any pending Energy Diversion and Tampering fees on final bills	*	
Stop Disconnects for Non-Payment service orders	*	
Limit meter exchanges to emergency orders	*	
Limit new meter sets to emergency orders	*	
Cancel or resolve service orders open for older than 90 days	*	
Generate list of long-term payment arrangements	*	

Go-Live Responsibilities		
Task	City	Respondent
Notify bill print vendor to hold day 1 bills	*	
Update Bill Cycle configuration for Go-Live billing	*	
Confirm vendor support availability for Go-Live	*	
Shutdown Legacy batch jobs	*	
Keep Legacy Apps / Databases available in Read Only Mode	*	
Backup Legacy systems	*	
After Legacy CIS Data Extraction, Upload legacy extracted data files to a secure cloud location	*	
Processes to complete in the Legacy CIS prior to go-live		
Clean up duplicate meters	*	
Resolve payments in suspense	*	
Complete pending meter exchange service orders	*	
Complete pending meter install service orders	*	
Complete all refund activities	*	
True-up Net Metering accounts	*	
Bill meter exchanges in legacy	*	

Go-Live Responsibilities		
Task	City	Respondent
Bill pending Energy Diversion and Tampering fees on final bills	*	
Legacy CIS Data Extraction	*	
Document any Service Orders performed during go-live migration in Excel (This list is input into C2M once live)	*	
Technical Go-Live		
Perform Legacy Data Conversion		*
Perform technical go-live		*
Manual processes typically executed after C2M is brought up after Go-Live and before the system is given to staff for daily processing		
Run test billing cycle to confirm alignment with legacy		*
Balance converted data against legacy system		*
Review and resolve any exceptions identified by conversion validation programs		*
Input payment entries for period of time the system was down	*	
Manual entry of Service Orders worked during cutover	*	
Process payment files and meter read files that occurred in edge applications while system was down	*	

Go-Live Responsibilities		
Task	City	Respondent
Run initial data sync processes		*
Initialize and validate interfaces		*
Conduct visual verification tests		*
Conduct Go / No Go checkpoint	*	*
Sample post-conversion data validation checklist		
Pending Start / Stop Service requests	*	
Produce Report of converted deposits not applied or refunded	*	
Compare legacy AR Aging Report to C2M	*	
Validation of Accounts	*	
Credit Collection Process	*	
Payment arrangements / payment plans	*	
Recent meter exchanges	*	
Scheduled autopay dates and amounts	*	

Go-Live Responsibilities		
Task	City	Respondent
Accounts in bankruptcy	*	
Inactive accounts with delinquent balance	*	
Active accounts disconnected for non-payment	*	
Unpaid deposits	*	
Partially paid deposits	*	
Returned payment history	*	
Unbilled fees	*	
Special Accounts	*	
Industrial Accounts	*	

c. The City and Offeror will work together to confirm all tasks have been identified. The Go Live plan will be approved by the City before the Go Live execution.

The Origin PM hosts several checkpoints prior to cut-over to ensure the team, application, database, and dependencies are ready for go-live. As an example, the City would not go-live if there is a Severity 1 defect with the application. These stage gates include input from IT, business, and executive steering committee teams. Below is a list of meetings at which go-live readiness is assessed:

- 1) Final Dress Rehearsal - Validate go-live steps are complete and accurate

- 2) Readiness Assessment - Validate no Severity 1 defects exist
- 3) Steering Committee Approval - Validate Business and IT leaders approve go-live
- 4) Executive Approval - Validate executive leadership approves go-live.
- 5) Go / No-Go Checkpoints - Two Go / No-Go checkpoints are contained inside of the system cut-over plan. The first one is conducted after the pre-cut-over tasks are completed. The final one is conducted after the primary cut-over tasks are completed and the City completes their system validation.

The Go-Live plan does have the "point of no return" known as Go / No-Go decision points. This is a significant checkpoint in our plan, and each of the City's stakeholders (IT and business) is requested to provide their feedback to proceed or roll back. If at any of these Go / No-Go decision points the City determines that the implementation should not proceed then the back out contingency plan is enacted.

d. The Go Live plan must provide a failover plan in case the System go live fails, the Successful Offeror will have up to ten (10) days to either correct the issues or work with the City to develop a mutually agreeable date of when it will be corrected.

The Origin Go-Live plan includes a back-up point and documented roll back procedures before and after conversion to ensure data integrity and timely restoration of service, if required. The CIS data files are backed up before conversion ensuring a restore point exists if a system roll back is required. The roll back procedures are developed during system testing and verified during mock cut-overs.

Origin also backs the CIS system up after data conversion validation, and before any further data import or processing takes place. This creates a restore point if data corruption occurs after payment files, or other files are imported or manual entries are completed.

Origin agrees to work with the City to develop a mutually agreeable date of correction should the system Go-Live fail. However, as Origin does not undertake a Go-Live without ensuring that no Severity 1 defects exist within the system, this is highly unlikely.

e. A post Go Live Reliability Test (see Exhibit A, Part 3 – System Testing Acceptance) will commence immediately following Go Live.

In addition to pre Go-Live Reliability testing, Origin recommends adding a post Go-Live reliability test in the latter steps of cutover activities during product launch. Origin utilizes similar scripts / acceptance criteria agreed upon for pre Go-Live Reliability testing.

8. Proposals must include a narrative description of the Offeror's plan for accomplishing the work and services to be provided to the City.

Origin's hybrid methodology, onPoint, provides a transformation framework to deliver a complete business solution collaboratively. It offers the structure of a traditional waterfall methodology with the more rapid feedback and delivery associated with an Agile approach. Project phases span the complete project lifecycle. Activities, deliverables, milestones, and dependencies are defined for each project phase.

onPoint Project Phases

Engage - Define project objectives, confirm scope, and mobilize the team.

During the Engage phase, the Statement of Work (SOW) and budget are reviewed, the project schedule is refined, and the processes governing the conduct of the project are defined. The project is appropriately staffed, the project kickoff is completed, and the City project team members are trained on the project methodology. The environments are provisioned and connected to the City's firewall.

Key Activities:

- Identify key stakeholders and levels of engagement
- Establish project governance
- Document and communicate the baseline project schedule
- Establish and initiate project status reporting
- Document the data conversion strategy
- Document workshop logistics such as who should be involved, and time commitment needed from various stakeholders
- Deliver onPoint Method Training
- Provision the environments and connect to the City's firewall
- Establish connection with payment provider environments

Enable - Establish the point of origin for the project and prepare the user stories for design and construct.

During the Enable phase, Origin delivers training on the features and functionality of C2M to the City's Core team. Origin facilitates workshops to review the City's M2C processes. These workshops allow Origin and the City to collaborate on a process map that carries forward into the Construct phase and establishes a starting point for traceability. Upon completion of the workshops, the combined team members participate in user story workshops to gather initial setup information and determine the best approach to address required integrations and the

loading of legacy data. There are multiple objectives to be realized from these workshops including:

- Identify the data being exchanged (including protocols) and ensure that there is a common understanding of the data elements among all parties.
- Delineate the transformation, validation, and processing that is required for the various data elements to satisfy the identified requirements.
- Document the responsibilities of each party in the overall process. This could vary among the various interfaces / integrations.

The team members validate the City's requirements, identify gaps, and develop user stories for Construct. These user stories are requirements that require more elaboration during the sprints. They are prioritized and acceptance criteria is agreed upon, helping clarify how requirements align with business objectives.

Key Activities:

- Deliver Core Team training of the solution's functional capabilities
- Capture functional design considerations such as regulatory constraints
- Create functional requirements in the form of user stories, including both acceptance criteria (how the requirement is successfully validated) and demonstration instructions (how the feature / functionality is demonstrated to the City)
- Document the strategy for addressing security requirements
- Support the City's effort to craft a test plan including resources, activities, and timeline
- Validate the test plan
- Utilize the user story acceptance criteria to define formal test scenarios
- Categorize user stories into sprints to provide a high-level view of the detailed sprint schedule
- Review the Construct phase iterative design, development, and configuration process, roles and responsibilities, and expected results
- Create and refine the DataVergence conversion specifications

Construct - Construct, configure, and validate the solution.

The project transitions to an Agile approach for building the solution and increasing the speed of adoption. User stories are grouped into logical categories, enabling the team to set the timeline for the features and functionality to be delivered. Work is divided into 3-week periods known as sprints. During each sprint, conversion and configuration are performed. An agile approach is utilized for conversion to support a convert early, convert often philosophy. The conversion process utilizes six stages that are repeated over and over in each sprint. This enables the team to deliver converted data into the hands of the City, beginning with Sprint 1, for feedback.

Once configuration is complete, the Origin team conducts a demonstration of the newly created functionality so that the City can validate the new functionality. This cycle of configuring functionality, validating the solution, and releasing it to the City continues throughout the Construct phase. At the beginning of each sprint, the backlog of user stories is reviewed and prioritized, and a set of user stories is identified to be completed next. At the conclusion of each sprint, the team conducts a demonstration or playback of the functionality defined during the sprint. Finally, the team participates in a retrospective meeting at the end of each sprint to provide feedback (both positive and constructive) to increase the effectiveness of subsequent

sprints. The City initiates the planning of the testing events and begins work on the creation of the test materials. The City's trainer(s) initiates the planning of the end-user training and the creation of the training material.

Key Activities:

- Prepare specifications for custom data loads, integrations, and other extensions that are in scope for the project
- Deliver configuration training to the City's Core Team
- Within each sprint:
 - Map legacy data to the new CIS
 - Prioritize and commit user stories
 - Configure functionality
 - Unit test the completed configuration
 - Confirm the City's acceptance of the configured functionality
 - Conduct or attend sprint ceremonies
- Create the batch schedule

Confirm - Test, train, and prepare for go-live.

Using the acceptance criteria that were gathered during the user story workshops as well as the standard testing scenarios, the project team tests the new solution to ensure it functions as expected. A full conversion run is executed, timed, and documented. Any issues found are addressed. Origin completes the delivery of train-the-trainer training. The City's trainer(s) deliver the end-user training to support the new solution. The team completes the operational-readiness checklist to step through the activities that occur from acceptance testing through launch.

Key Activities:

- Execute scheduled testing events, resolve defects, complete regression tests
- Document and prioritize new features or enhancements uncovered during testing as user stories and update the user story backlog
- Complete validation and acceptance of the new functionality
- Execute, time, and document the mock conversion
- Balance and verify converted data
- Draft the deployment plan and go-live readiness checklist
- Deliver the train-the-trainer sessions for the City's trainer(s)
- Deliver end-user training

Transition & Operate - Deploy the solution to production and stabilize operations.

A final assessment is made of operational readiness. The verified configuration is moved to the production environment and legacy data is loaded, reconciled, and validated. Validated integrations and extensions are migrated to the production environment. The integrated solution is deployed to production. Steady-state operations begin and are managed. Origin provides operational support for 8 weeks post go-live. Final acceptance of the solution is obtained and activities to close-out the project are executed. Upon acceptance of the production system, Origin prepares a series of artifacts including the project summary and deployment report, and the project closeout letter.

Key Activities:

- Conduct the go-live readiness assessment and arrive at a go / no-go decision
- Finalize the deployment plan
- Complete the go-live
- Initiate operational support
- Document and close the project

9. Proposals must indicate a clear understanding of the scope of work, including a detailed Phased project plan, as mentioned in Scope of Work, Section 4.1 above, for this engagement outlining major tasks and responsibilities, time frames, and staff assigned for each category of project.

High Level Scope of Work

The City is seeking a qualified system integrator to provide UBS Software, planning, installation, configuration, conversion, training, implementation, support and maintenance services needed to implement the UBS Software.

The City has requested that following scope of solution and services:

- UBS Software that covers electric, water, sewer, solid waste, drainage and roadway maintenance service as well as provides robust reporting, scheduling, and case management functionality suitable for a municipality
- A solution that provides for streamlined connect / disconnect process due to increased volumes due to large student population
- User-friendly and responsive public interface and intuitive, easy-to-use staff interface
- Data conversion of legacy Naviline Public Administration Utility Billing module data and image
 - Show actual data conversion based on the City's sample data set
- Application, technical and administrative training
- Ongoing, 24 / 7 support and maintenance
- Paymentus Integration

In response to the City's request, Origin is proposing the implementation of the following applications as an Origin hosted SaaS solution in support of the scope presented by the City:

- C2M v2.8
- OCX v21.2
- Jaspersoft v7.9
- MobileLite v21.2

In addition to the software components, Origin provides the following services to support the hosted solution and scope presented by the City:

- Change request / control approval and tracking process
- Risk reporting and response process
- Project status and reporting process
- Communication plan and process
- The development of quality assurance criteria and measures
- A quality control process
- Provisioning and maintenance of all environments, including the application of new software versions
- Documentation of backup and recovery procedures
- Training of the City's Core team on the project method, solution features, and solution configuration
- Facilitation of M2C workshops
- Documentation of integration and interface design considerations

- Development of the user story backlog
- Sprint planning
- Facilitation of the design and construct sprints
- Design, development, unit testing, and delivery of agreed upon integrations, reports and customizations.
- Design, configuration, unit testing, and delivery of billing statements, invoices, notices, and correspondence via a data extract that is sent to a bill print vendor for production of hard copy and electronic PDFs of the bills.
- Conversion and migration of legacy data to the new database, including mapping, transformation, loading of all converted data, and data validation
- The development of a System Integration Test (SIT) plan, SIT Testing and remediation, support for UAT, and Performance and Reliability Testing
- Tracking and reporting test results
- Delivery of end-user training, including the development of training course content, guides, and exercises
- Development and delivery of the batch schedule
- Execution of a mock cutover, including the preparation of the cutover plan
- Development and delivery of a go-live readiness assessment
- Go-live / cutover support
- Production support (Hypercare)
- Project closure including a stabilization report and project closure letter

Project Constraints

Constraint	Description
Schedule	This project has an expedited schedule, predicated upon utilization of pre-configured features / functionality (best practices) and only anticipate changes specific to rates and mandated requirements.
Scope	Scope is one of the three constraints that guide and constrain a project. The scope defines the boundaries for what is completed during the life off the project. The approach is 'solution' driven as opposed to 'requirements' driven.
Budget	The City has a limited budget to spend on this project. This budget is used to define parameters of the scope and schedule.
Quality	All projects have the scope, schedule, and budget triple constraint. A change in any one of those parameters could impact the project deliverable quality. Quality is maintained by keeping these three parameters aligned and balanced through the project lifecycle.

Constraint	Description
The City's Core Team Resource Availability	During the project Engage phase, Origin works with the City to identify City core project team members. These City Core Team members are needed to participate in project scoping, design, demonstration, and deliverable reviews. We realize the City Core Team members may have other duties or assignments. The project assignments need to be prioritized and completed by the City Core Team members as scheduled.

Project Timeline | Project Schedule

As noted earlier, the duration of the project is one year. Below is the high level timeline of the project broken out by our onPoint phases, and following on the next page is a detailed draft schedule including activities, durations, and assignments.

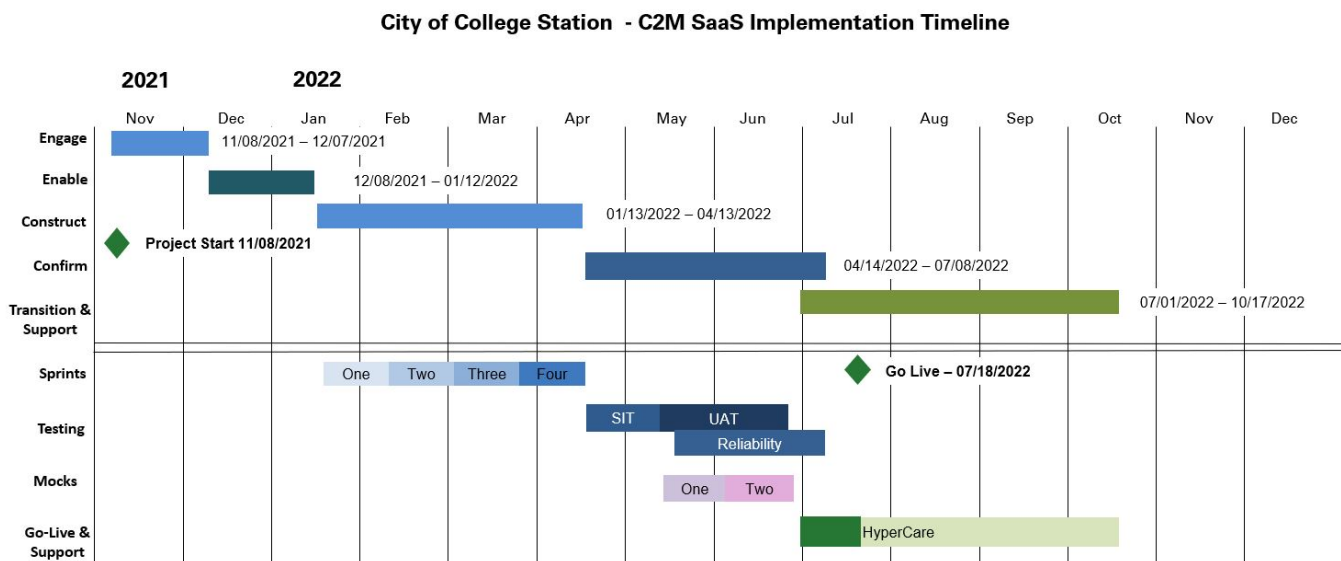


Figure 7 - Gantt Chart

The project schedule begins on the next page.

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
0	0	College Station Project Delivery	251 days	Mon 11/8/21	Tue 11/1/22		
1	1	Engage	20 days	Mon 11/8/21	Tue 12/7/21		
2	1.1	Engage Execution (4 weeks)	20 days	Mon 11/8/21	Tue 12/7/21		
3	1.1.1	Prepare Agreements	1 day	Mon 11/8/21	Mon 11/8/21		
4	1.1.1.1	Create and Finalize Statement of Work	1 day	Mon 11/8/21	Mon 11/8/21		Origin PM
5	1.1.1.2	Create and Finalize Consulting Services Agreement	1 day	Mon 11/8/21	Mon 11/8/21	4FF	Origin PM
6	1.1.2	Project Planning & Readiness	19 days	Tue 11/9/21	Tue 12/7/21		
7	1.1.2.1	Project Management Readiness & Resourcing	7 days	Tue 11/9/21	Wed 11/17/21		
8	1.1.2.1.1	Detailed Review of SOW	1 day	Tue 11/9/21	Tue 11/9/21	3	Origin PM
9	1.1.2.1.2	Create Initial Deliverables Inventory	2 days	Wed 11/10/21	Thu 11/11/21	8	Origin PM
10	1.1.2.1.3	Update Project Schedule	2 days	Wed 11/10/21	Thu 11/11/21	8	Origin PM
11	1.1.2.1.4	Validate Resource Plan & Update Forecasts	1 day	Fri 11/12/21	Fri 11/12/21	10	Origin PM
12	1.1.2.1.5	Setup Project Site /	1 day	Wed 11/10/21	Wed 11/10/21	8	Origin PM

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
		Knowledge Base Directories					
13	1.1.2.1.6	Origin Team Onboarding	3 days	Mon 11/15/21	Wed 11/17/21	11	Origin PM
14	1.1.2.2	Establish Project Organization	1 day	Fri 11/12/21	Fri 11/12/21		
15	1.1.2.2.1	Host the City Introductory Meeting	1 day	Fri 11/12/21	Fri 11/12/21	9	Origin PM, City PM
16	1.1.2.2.2	Review Deliverables Inventory	1 day	Fri 11/12/21	Fri 11/12/21	15FF	Origin PM, City PM
17	1.1.2.2.3	Gather Stakeholder Identification	1 day	Fri 11/12/21	Fri 11/12/21	15FF	Origin PM, City PM
18	1.1.2.2.4	Establish Escalation Matrix	1 day	Fri 11/12/21	Fri 11/12/21	15FF	Origin PM, City PM
19	1.1.2.2.5	Create Project Org Structure	1 day	Fri 11/12/21	Fri 11/12/21	15FF	Origin PM
20	1.1.2.2.6	Establish Project Reporting Templates	1 day	Fri 11/12/21	Fri 11/12/21	15FF	Origin PM, City PM
21	1.1.2.2.7	Establish Communication Plan	1 day	Fri 11/12/21	Fri 11/12/21	15FF	Origin PM, City PM
22	1.1.2.2.8	Establish Data Migration Strategy	1 day	Fri 11/12/21	Fri 11/12/21	15FF	Origin PM, City PM
23	1.1.2.2.9	Establish RAID Log	1 day	Fri 11/12/21	Fri 11/12/21	15FF	Origin PM, City PM
24	1.1.2.2.10	Establish Project Status Reporting	1 day	Fri 11/12/21	Fri 11/12/21	15FF	Origin PM, City PM
25	1.1.2.2.11	Establish Conf Bridge	1 day	Fri 11/12/21	Fri 11/12/21	15FF	Origin PM, City PM

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
		Standard					
26	1.1.2.2.12	Review Change Order Process	1 day	Fri 11/12/21	Fri 11/12/21	15FF	Origin PM, City PM
27	1.1.2.2.13	Identify Meeting Rooms	1 day	Fri 11/12/21	Fri 11/12/21	15FF	Origin PM, City PM
28	1.1.2.3	Mobilize Project Team Resources	3 days	Mon 11/15/21	Wed 11/17/21		
29	1.1.2.3.1	Onsite Project Kick-Off Preparation	3 days	Mon 11/15/21	Wed 11/17/21	14	Origin PM
30	1.1.2.3.2	Host Internal Project Kick-Off Meeting	1 day	Mon 11/15/21	Mon 11/15/21	13SS	Origin PM
31	1.1.2.4	Identify Delivery Performance Metrics	10 days	Mon 11/15/21	Tue 11/30/21		
32	1.1.2.4.1	Scope	5 days	Mon 11/15/21	Fri 11/19/21	14	Origin PM, City PM
33	1.1.2.4.2	Schedule	5 days	Mon 11/15/21	Fri 11/19/21	14	Origin PM, City PM
34	1.1.2.4.3	Budget	5 days	Mon 11/15/21	Fri 11/19/21	14	Origin PM, City PM
35	1.1.2.4.4	Quality	5 days	Mon 11/15/21	Fri 11/19/21	14	Origin PM, City PM
36	1.1.2.4.5	Create Burn Report	5 days	Mon 11/22/21	Tue 11/30/21	35	Origin PM, City PM
37	1.1.2.4.6	Create Project Measurement Report	5 days	Mon 11/22/21	Tue 11/30/21	35	Origin PM, City PM
38	1.1.2.5	Submit Final Project Plan to the City	5 days	Wed 12/1/21	Tue 12/7/21	7,14,31	Origin PM
39	1.1.2.6	Provision Environments	5 days	Tue 11/9/21	Mon 11/15/21		

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
40	1.1.2.6.1	Create Virtual Cloud Network (VCN) specific to the City in Oracle Cloud	1 day	Tue 11/9/21	Tue 11/9/21	3	City Network Admin
41	1.1.2.6.2	Create a Dynamic Routing Gateway (DRG) and Connect it to the City's VCN	1 day	Wed 11/10/21	Wed 11/10/21	40	City Network Admin
42	1.1.2.6.3	Configure an IPSec VPN to Connect to the City's Firewall and to the City 's VCN	1 day	Thu 11/11/21	Thu 11/11/21	41	City Network Admin
43	1.1.2.6.4	Provision the City, C2M, OCX, MobileLite, and Jaspersoft Environments	2 days	Fri 11/12/21	Mon 11/15/21	42	Origin TA
44	1.1.2.6.5	Provide Access to Payment Processing TEST Environment	1 day	Fri 11/12/21	Fri 11/12/21	42	Origin TA
45	1.1.2.6.6	Establish Interface to the City's Financial System	1 day	Fri 11/12/21	Fri 11/12/21	42	Origin TA
46	1.1.2.7	Kick Off	2 days	Thu 11/18/21	Fri 11/19/21		
47	1.1.2.7.1	Project Kick-Off	1 day	Thu 11/18/21	Thu 11/18/21	29,30	Origin Acct Exec, Origin PM, Origin SA, Origin Training Lead
48	1.1.2.7.2	Create Project Kick-Off Summary	1 day	Fri 11/19/21	Fri 11/19/21	47	Origin PM
49	1.1.2.8	Conduct Method	1 day	Mon 11/22/21	Mon 11/22/21	46	Origin Training Lead

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
		Training					
50	1.2	Engage Deliverables	16 days	Fri 11/12/21	Tue 12/7/21		
51	1.2.1	Deliverable D01 – Project Schedule	11 days	Fri 11/12/21	Tue 11/30/21		
52	1.2.1.1	Submit Draft to the City for Review	5 days	Fri 11/12/21	Thu 11/18/21	10	Origin PM
53	1.2.1.2	Review and Update with the City	1 day	Fri 11/19/21	Fri 11/19/21	52	Origin PM
54	1.2.1.3	City Approval	5 days	Mon 11/22/21	Tue 11/30/21	53	City PM
55	1.2.2	Deliverable D02 – Project Kick-Off Summary	10 days	Mon 11/22/21	Tue 12/7/21		
56	1.2.2.1	Submit Draft to the City for Review	5 days	Mon 11/22/21	Tue 11/30/21	48	Origin PM
57	1.2.2.2	Review and Update with the City	1 day	Wed 12/1/21	Wed 12/1/21	56	Origin PM
58	1.2.2.3	City Approval	5 days	Wed 12/1/21	Tue 12/7/21	56	City PM
59	1.2.3	Deliverable D03 – Deliverable Inventory	11 days	Fri 11/12/21	Tue 11/30/21		
60	1.2.3.1	Submit Draft to the City for Review	5 days	Fri 11/12/21	Thu 11/18/21	9	Origin PM
61	1.2.3.2	Review and Update with the City	1 day	Fri 11/19/21	Fri 11/19/21	60	Origin PM
62	1.2.3.3	City Approval	5 days	Mon 11/22/21	Tue 11/30/21	61	City PM

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
63	1.2.4	Deliverable Do4 – Communications Plan	10 days	Mon 11/15/21	Tue 11/30/21		
64	1.2.4.1	Submit Draft to the City for Review	5 days	Mon 11/15/21	Fri 11/19/21	21	Origin PM
65	1.2.4.2	Review and Update with the City	1 day	Mon 11/22/21	Mon 11/22/21	64	Origin PM
66	1.2.4.3	City Approval	5 days	Mon 11/22/21	Tue 11/30/21	64	City PM
67	1.2.5	Deliverable Do5 - Data Migration Strategy	11 days	Mon 11/15/21	Wed 12/1/21		
68	1.2.5.1	Submit Draft to the City for Review	5 days	Mon 11/15/21	Fri 11/19/21	22	Origin PM
69	1.2.5.2	Review and Update with the City	1 day	Mon 11/22/21	Mon 11/22/21	68	Origin PM
70	1.2.5.3	City Approval	5 days	Tue 11/23/21	Wed 12/1/21	69	City PM
71	2	MILESTONE Mo1 - Engage Phase Complete	0 days	Tue 12/7/21	Tue 12/7/21	1	
72	3	Close Engage Phase	0 days	Tue 12/7/21	Tue 12/7/21	1	
73	4	Enable	31 days	Wed 12/8/21	Thu 1/20/22		
74	4.1	Enable Execution (5 weeks)	25 days	Wed 12/8/21	Wed 1/12/22		
75	4.1.1	Data Migration	5 days	Wed 12/8/21	Tue 12/14/21		
76	4.1.1.1	Create and Refine DataVergence Conversion Specifications	5 days	Wed 12/8/21	Tue 12/14/21	72	Origin Conversion

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
77	4.1.2	Core Team Training 1	7 days	Wed 12/15/21	Thu 12/23/21		
78	4.1.2.1	Create Core Team Training Plan	1 day	Wed 12/15/21	Wed 12/15/21	76	Origin PM, Origin SA, Origin FA, Origin TA
79	4.1.2.2	Deliver Core Team Training	6 days	Thu 12/16/21	Thu 12/23/21	78	Origin PM, Origin SA, Origin FA, Origin TA
80	4.1.3	Core Team Training 2	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin PM, Origin SA, Origin FA, Origin TA
81	4.1.4	Conduct Process Review Workshops	5 days	Mon 12/27/21	Fri 12/31/21		
82	4.1.4.1	Review Current State M2C Processes	5 days	Mon 12/27/21	Fri 12/31/21	79	Functional Arch, PM, Solution Arch, Business Analyst
83	4.1.4.2	Conduct the City Information Workshop	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin SA, Origin FA, City FA
84	4.1.4.3	Conduct Start / Stop / Transfer of Service Workshop	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin SA, Origin FA, City FA
85	4.1.4.4	Conduct Fieldwork Session 1 Workshop	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin SA, Origin FA, City FA
86	4.1.4.5	Conduct Fieldwork Session 2 Workshop	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin SA, Origin FA, City FA
87	4.1.4.6	Conduct Billing Workshop	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin SA, Origin FA, City FA
88	4.1.4.7	Conduct Payments Workshop	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin SA, Origin FA, City FA
89	4.1.4.8	Conduct Collections Workshop	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin SA, Origin FA, City FA

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
90	4.1.4.9	Conduct Activities Workshop	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin SA, Origin FA, City FA
91	4.1.4.10	Conduct Accounting Workshops (GL, AP, AR, CA)	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin FA
92	4.1.4.11	Conduct Purchase / Requisition Workshops	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin FA
93	4.1.4.12	Conduct Inventory Workshop	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin FA
94	4.1.4.13	Conduct Project Workshop	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin Project FA
95	4.1.4.14	Conduct Payroll Workshop	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin Payroll FA
96	4.1.4.15	Review Regulatory Fit-Gap Analysis	5 days	Mon 12/27/21	Fri 12/31/21	79	Origin FA
97	4.1.5	Document Integrations and Interfaces Design Considerations	3 days	Mon 1/3/22	Wed 1/5/22		
98	4.1.5.1	Create the Enterprise Application Survey	3 days	Mon 1/3/22	Wed 1/5/22	81	Origin SA, Origin FA, Origin TA
99	4.1.6	Develop User Story Backlog (Sprint Planning)	5 days	Thu 1/6/22	Wed 1/12/22		Origin FA
100	4.1.6.1	Create User Story Backlog	1 day	Thu 1/6/22	Thu 1/6/22	98	Origin SA, Origin FA, Origin TA
101	4.1.6.2	Conduct Initial Backlog review with	1 day	Fri 1/7/22	Fri 1/7/22	100	Origin PM, Origin FA, Origin OTC

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
		Development Team					
102	4.1.6.3	Complete Backlog Updates	1 day	Fri 1/7/22	Fri 1/7/22	100	Origin FA, City FA
103	4.1.6.4	Prioritize User Stories	1 day	Mon 1/10/22	Mon 1/10/22	102	Origin PM, Origin FA, Origin SA, City PM
104	4.1.6.5	Conduct Development Team Review & Estimate	1 day	Tue 1/11/22	Tue 1/11/22	103	Origin OTC, Origin FFA
105	4.1.6.6	Re-prioritize User Stories, if necessary	2 days	Tue 1/11/22	Wed 1/12/22	103	Origin PM, Origin FA, City PM
106	4.2	Enable Deliverables	11 days	Thu 1/6/22	Thu 1/20/22		
107	4.2.1	Deliverable Do6 - User Story Backlog	6 days	Fri 1/7/22	Fri 1/14/22		
108	4.2.1.1	Review and Update with the City	5 days	Fri 1/7/22	Thu 1/13/22	100	Origin PM
109	4.2.1.2	City Approval	1 day	Fri 1/14/22	Fri 1/14/22	108	City PM
110	4.2.2	Deliverable Do7 – Enterprise Application Survey	11 days	Thu 1/6/22	Thu 1/20/22		
111	4.2.2.1	Submit Draft to the City for Review	5 days	Thu 1/6/22	Wed 1/12/22	98	Origin PM
112	4.2.2.2	Review and Update with the City	1 day	Thu 1/13/22	Thu 1/13/22	111	Origin PM
113	4.2.2.3	City Approval	5 days	Fri 1/14/22	Thu 1/20/22	112	City PM
114	5	MILESTONE Mo2 - Enable Phase Complete	0 days	Thu 1/20/22	Thu 1/20/22	73	

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
115	6	Close Enable Phase	0 days	Thu 1/20/22	Thu 1/20/22	73	
116	7	Construct	76 days	Thu 1/13/22	Thu 4/28/22		
117	7.1	Construct Execution (13 weeks)	65 days	Thu 1/13/22	Wed 4/13/22		
118	7.1.1	Product Backlog Planning	5 days	Thu 1/13/22	Wed 1/19/22	74	Origin PM, Origin SA
119	7.1.2	Sprint 1	15 days	Wed 1/19/22	Wed 2/9/22		
120	7.1.2.1	Conduct Sprint Planning	1 day	Wed 1/19/22	Thu 1/20/22	118	Origin PM
121	7.1.2.2	Estimate User Stories and High-level Architecture	1 day	Thu 1/20/22	Fri 1/21/22	120	Origin FA, Origin OTC
122	7.1.2.3	Re-prioritize User Stories, if necessary	1 day	Fri 1/21/22	Mon 1/24/22	121	Origin PM, Origin FA, City PM
123	7.1.2.4	Commit to Sprint Backlog	1 day	Mon 1/24/22	Tue 1/25/22	122	Origin FA
124	7.1.2.5	Sprint Data Conversion	1 day	Wed 1/26/22	Wed 1/26/22	123	Origin Conversion, City Conversion
125	7.1.2.6	Design & Construct	8 days	Wed 1/26/22	Fri 2/4/22	124SS	Origin OTC
126	7.1.2.7	Consolidate & Document	2 days	Mon 2/7/22	Tue 2/8/22		
127	7.1.2.7.1	Update Configuration Workbook	1 day	Mon 2/7/22	Mon 2/7/22	125	Origin FA, Origin OTC
128	7.1.2.7.2	Solution Package	2 days	Mon 2/7/22	Tue 2/8/22		
129	7.1.2.7.2.1	Create Consolidated Solution Package	1 day	Mon 2/7/22	Mon 2/7/22	125	Origin OTC

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
130	7.1.2.7.2.2	Package Testing & Verification	1 day	Tue 2/8/22	Tue 2/8/22	129	Origin OTC, Origin FA
131	7.1.2.8	Conduct Sprint Refinement, if necessary	1 day	Wed 1/26/22	Wed 1/26/22	125SS	Origin PM, Origin FA, Origin OTC
132	7.1.2.9	Conduct Sprint Review – Architect	1 day	Fri 2/4/22	Mon 2/7/22	125	Origin FA
133	7.1.2.10	Conduct Sprint Review – the City team (Demo)	1 day	Mon 2/7/22	Tue 2/8/22	132	Origin FA, City FA
134	7.1.2.11	Conduct Sprint Retrospective	1 day	Tue 2/8/22	Wed 2/9/22	133	Origin PM
135	7.1.3	Sprint 2	15 days	Wed 2/9/22	Wed 3/2/22		
136	7.1.3.1	Conduct Sprint Planning	1 day	Wed 2/9/22	Thu 2/10/22	134	Origin PM
137	7.1.3.2	Estimate User Stories and High-level Architecture	1 day	Thu 2/10/22	Fri 2/11/22	136	Origin FA, Origin OTC
138	7.1.3.3	Re-prioritize User Stories, if necessary	1 day	Fri 2/11/22	Mon 2/14/22	137	Origin PM, Origin FA, City PM
139	7.1.3.4	Commit to Sprint Backlog	1 day	Mon 2/14/22	Tue 2/15/22	138	Origin FA
140	7.1.3.5	Sprint Data Conversion	1 day	Wed 2/16/22	Wed 2/16/22	139	Origin Conversion, City Conversion
141	7.1.3.6	Design & Construct	8 days	Wed 2/16/22	Fri 2/25/22	140SS	Origin OTC
142	7.1.3.7	Consolidate & Document	2 days	Mon 2/28/22	Tue 3/1/22		
147	7.1.3.8	Conduct Sprint Refinement, if necessary	1 day	Wed 2/16/22	Wed 2/16/22	141SS	Origin PM, Origin FA, Origin OTC

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
148	7.1.3.9	– Conduct Sprint Preview Architect	1 day	Fri 2/25/22	Mon 2/28/22	141	Origin FA
149	7.1.3.10	Conduct Sprint Review – the City team (Demo)	1 day	Mon 2/28/22	Tue 3/1/22	148	Origin FA, City FA
150	7.1.3.11	Conduct Sprint Retrospective	1 day	Tue 3/1/22	Wed 3/2/22	149	Origin PM
151	7.1.4	Sprint 3	15 days	Thu 3/3/22	Wed 3/23/22		
152	7.1.4.1	Conduct Sprint Planning	1 day	Thu 3/3/22	Thu 3/3/22	135	Origin PM
153	7.1.4.2	Estimate User Stories and High-level Architecture	1 day	Fri 3/4/22	Fri 3/4/22	152	Origin FA, Origin OTC
154	7.1.4.3	Re-prioritize User Stories, if necessary	1 day	Mon 3/7/22	Mon 3/7/22	153	Origin PM, Origin FA, City PM
155	7.1.4.4	Commit to Sprint Backlog	1 day	Tue 3/8/22	Tue 3/8/22	154	Origin FA
156	7.1.4.5	Sprint Data Conversion	0.5 days	Wed 3/9/22	Wed 3/9/22	155	Origin Conversion, City Conversion
157	7.1.4.6	Design & Construct	8 days	Wed 3/9/22	Fri 3/18/22	156SS	Origin OTC
158	7.1.4.7	Consolidate & Document	2 days	Mon 3/21/22	Tue 3/22/22		
159	7.1.4.7.1	Update Configuration Workbook	1 day	Mon 3/21/22	Mon 3/21/22	157	Origin FA, Origin OTC
160	7.1.4.7.2	Solution Package	2 days	Mon 3/21/22	Tue 3/22/22		
161	7.1.4.7.2.1	Create Consolidated Solution Package	1 day	Mon 3/21/22	Mon 3/21/22	157	Origin OTC

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
162	7.1.4.7.2.2	Package Testing & Verification	1 day	Tue 3/22/22	Tue 3/22/22	161	Origin OTC, Origin FA
163	7.1.4.8	Conduct Sprint Refinement, if necessary	1 day	Wed 3/9/22	Wed 3/9/22	157SS	Origin PM, Origin FA, Origin OTC
164	7.1.4.9	Conduct Sprint Review – Architect	1 day	Mon 3/21/22	Mon 3/21/22	157	Origin FA
165	7.1.4.10	Conduct Sprint Review – the City team (Demo)	1 day	Tue 3/22/22	Tue 3/22/22	164	Origin FA, City FA
166	7.1.4.11	Conduct Sprint Retrospective	1 day	Wed 3/23/22	Wed 3/23/22	165	Origin PM
167	7.1.5	Sprint 4	15 days	Thu 3/24/22	Wed 4/13/22		
168	7.1.5.1	Conduct Sprint Planning	1 day	Thu 3/24/22	Thu 3/24/22	151	Origin PM
169	7.1.5.2	Estimate User Stories and High-level Architecture	1 day	Fri 3/25/22	Fri 3/25/22	168	Origin FA, Origin OTC
170	7.1.5.3	Re-prioritize User Stories, if necessary	1 day	Mon 3/28/22	Mon 3/28/22	169	Origin PM, Origin FA, City PM
171	7.1.5.4	Commit to Sprint Backlog	1 day	Tue 3/29/22	Tue 3/29/22	170	Origin FA
172	7.1.5.5	Sprint Data Conversion	1 day	Wed 3/30/22	Wed 3/30/22	171	Origin Conversion, City Conversion
173	7.1.5.6	Design & Construct	8 days	Wed 3/30/22	Fri 4/8/22	172SS	Origin OTC
174	7.1.5.7	Consolidate & Document	2 days	Mon 4/11/22	Tue 4/12/22		
175	7.1.5.7.1	Update Configuration Workbook	1 day	Mon 4/11/22	Mon 4/11/22	173	Origin FA, Origin OTC

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
176	7.1.5.7.2	Solution Package	2 days	Mon 4/11/22	Tue 4/12/22		
177	7.1.5.7.2.1	Create Consolidated Solution Package	1 day	Mon 4/11/22	Mon 4/11/22	173	Origin OTC
178	7.1.5.7.2.2	Package Testing & Verification	1 day	Tue 4/12/22	Tue 4/12/22	177	Origin OTC, Origin FA
179	7.1.5.8	Conduct Sprint Refinement, if necessary	1 day	Wed 3/30/22	Wed 3/30/22	173SS	Origin PM, Origin FA, Origin OTC
180	7.1.5.9	Conduct Sprint Review – Architect	1 day	Mon 4/11/22	Mon 4/11/22	173	Origin FA
181	7.1.5.10	Conduct Sprint Review – the City team (Demo)	1 day	Tue 4/12/22	Tue 4/12/22	180	Origin FA, City FA
182	7.1.5.11	Conduct Sprint Retrospective	1 day	Wed 4/13/22	Wed 4/13/22	181	Origin PM
183	7.1.6	Testing Readiness	10 days	Fri 1/21/22	Thu 2/3/22		
184	7.1.6.1	Plan and Prepare for SIT	10 days	Fri 1/21/22	Thu 2/3/22	115	City Testing Lead
185	1.4.1.3.1.1	Plan and Prepare for UAT	10 days	Fri 1/21/22	Thu 2/3/22	115	City Testing Lead
186	7.1.6.3	Plan and Prepare for Parallel Testing	10 days	Fri 1/21/22	Thu 2/3/22	115	City Testing Lead
187	7.1.7	Training Readiness	30 days	Thu 2/10/22	Wed 3/23/22		
188	7.1.7.1	Plan and Prepare for End-User Training	10 days	Thu 2/10/22	Wed 2/23/22	119	Origin Training Lead, City Training Lead
189	7.1.7.2	Plan and Prepare for Train-the-Trainer Training	30 days	Thu 2/10/22	Wed 3/23/22		

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
190	7.1.7.2.1	Prepare Training Materials	30 days	Thu 2/10/22	Wed 3/23/22	119	City Training Lead
191	7.1.7.2.2	Review Training Material with the City Business Leader	30 days	Thu 2/10/22	Wed 3/23/22	119	Origin Training Lead, City PM
192	7.1.7.2.3	Update Training Materials	30 days	Thu 2/10/22	Wed 3/23/22	119	Origin Training Lead
193	7.1.8	Batch Schedule	35 days	Fri 1/21/22	Thu 3/10/22		
194	7.1.8.1	Identify Dependencies – Internal, External, Files, Timings	5 days	Fri 1/21/22	Thu 1/27/22	115	Origin TA, City TA
195	7.1.8.2	Develop Batch Strategy / Schedule	25 days	Fri 1/28/22	Thu 3/3/22	194	Origin TA
196	7.1.8.3	Remediate Issues	5 days	Fri 3/4/22	Thu 3/10/22	195	Origin TA
197	7.2	Construct Deliverables	56 days	Thu 2/10/22	Thu 4/28/22		
198	7.2.1	Deliverable Do8 - End-User Training Materials	11 days	Thu 3/24/22	Thu 4/7/22		
199	7.2.1.1	Submit Draft to the City for Review	5 days	Thu 3/24/22	Wed 3/30/22	189	Origin PM
200	7.2.1.2	Review and Update with the City	1 day	Thu 3/31/22	Thu 3/31/22	199	Origin PM
201	7.2.1.3	City Approval	5 days	Fri 4/1/22	Thu 4/7/22	200	City PM
202	7.2.2	Deliverable Do9 – Batch Schedule	11 days	Fri 3/11/22	Fri 3/25/22		

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
203	7.2.2.1	Submit Draft to the City for Review	5 days	Fri 3/11/22	Thu 3/17/22	193	Origin PM
204	7.2.2.2	Review and Update with the City	1 day	Fri 3/18/22	Fri 3/18/22	203	Origin PM
205	7.2.2.3	the City Approval	5 days	Mon 3/21/22	Fri 3/25/22	204	City PM
206	7.2.3	Deliverable D10 – Sprint 1 Package	11 days	Thu 2/10/22	Thu 2/24/22	119	
207	7.2.3.1	Submit Draft to the City for Review	5 days	Thu 2/10/22	Wed 2/16/22		Origin PM
208	7.2.3.2	Review and Update with the City	1 day	Thu 2/17/22	Thu 2/17/22	207	Origin PM
209	7.2.3.3	City Approval	5 days	Fri 2/18/22	Thu 2/24/22	208	City PM
210	7.2.4	Deliverable D11 – Sprint 2 Package	11 days	Thu 3/3/22	Thu 3/17/22	135	
211	7.2.4.1	Submit Draft to the City for Review	5 days	Thu 3/3/22	Wed 3/9/22		Origin PM
212	7.2.4.2	Review and Update with the City	1 day	Thu 3/10/22	Thu 3/10/22	211	Origin PM
213	7.2.4.3	City Approval	5 days	Fri 3/11/22	Thu 3/17/22	212	City PM
214	7.2.5	Deliverable D12 – Sprint 3 Package	11 days	Thu 3/24/22	Thu 4/7/22	151	
215	7.2.5.1	Submit Draft to the City for Review	5 days	Thu 3/24/22	Wed 3/30/22		Origin PM
216	7.2.5.2	Review and Update with the City	1 day	Thu 3/31/22	Thu 3/31/22	215	Origin PM

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
217	7.2.5.3	City Approval	5 days	Fri 4/1/22	Thu 4/7/22	216	City PM
218	7.2.6	Deliverable D13 – Sprint 4 Package	11 days	Thu 4/14/22	Thu 4/28/22	167	
219	7.2.6.1	Submit Draft to the City for Review	5 days	Thu 4/14/22	Wed 4/20/22		Origin PM
220	7.2.6.2	Review and Update with the City	1 day	Thu 4/21/22	Thu 4/21/22	219	Origin PM
221	7.2.6.3	City Approval	5 days	Fri 4/22/22	Thu 4/28/22	220	City PM
222	7.2.7	Deliverable D14 – Solution Package	11 days	Thu 4/14/22	Thu 4/28/22	167	
223	7.2.7.1	Submit Draft to the City for Review	5 days	Thu 4/14/22	Wed 4/20/22		Origin PM
224	7.2.7.2	Review and Update with the City	1 day	Thu 4/21/22	Thu 4/21/22	223	Origin PM
225	7.2.7.3	City Approval	5 days	Fri 4/22/22	Thu 4/28/22	224	City PM
226	8	Milestone M03 - Construct Phase Complete	0 days	Thu 4/28/22	Thu 4/28/22	116	
227	9	Close Construct Phase	0 days	Thu 4/28/22	Thu 4/28/22	116	
228	10	Confirm	60 days	Thu 4/14/22	Fri 7/8/22		
229	10.1	Confirm Execution (12 weeks)	60 days	Thu 4/14/22	Fri 7/8/22		
230	10.1.1	Testing	50 days	Thu 4/14/22	Thu 6/23/22		
231	10.1.1.1	System Integration Testing (SIT)	25 days	Thu 4/14/22	Wed 5/18/22		

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
232	10.1.1.1.1	Create Test Data	2 days	Thu 4/14/22	Fri 4/15/22	117	Origin TA
233	10.1.1.1.2	SIT Test Execution	23 days	Mon 4/18/22	Wed 5/18/22	232	Origin FA, Origin PM, Functional Arch, City Testing Lead, City FA, City PM, City TA
234	10.1.1.1.3	SIT Testing Defect Remediation	23 days	Mon 4/18/22	Wed 5/18/22	232	Origin FA, Functional Arch, City FA
235	10.1.1.2	User Acceptance Testing (UAT)	45 days	Thu 4/14/22	Thu 6/16/22		
236	10.1.1.2.1	Create Test Data	10 days	Thu 4/14/22	Wed 4/27/22	231SS	Origin PM, Origin FA, City Business, City Testing Lead
237	10.1.1.2.2	UAT Execution	20 days	Thu 5/19/22	Thu 6/16/22	234	Origin PM, Origin FA, City Business, City Testing Lead
238	10.1.1.2.3	UAT Defect Remediation	20 days	Thu 5/19/22	Thu 6/16/22	234	Origin FA, Origin OTC, Origin PM
239	10.1.1.3	Reliability Testing	20 days	Thu 5/26/22	Thu 6/23/22		
240	10.1.1.3.1	Reliability Testing Execution	20 days	Thu 5/26/22	Thu 6/23/22	234FS+5 days	City TA, Origin TA
241	10.1.1.3.2	Reliability Testing Defect Remediation	20 days	Thu 5/26/22	Thu 6/23/22	234FS+5 days	City TA, Origin TA
242	10.1.1.4	Parallel Testing	18 days	Mon 5/16/22	Thu 6/9/22		
243	10.1.1.4.1	Parallel Testing	18 days	Mon 5/16/22	Thu 6/9/22	248SS	City PM, City TA,

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
		Execution					City Testing Lead
244	10.1.1.4.2	Parallel Testing Defect Remediation	18 days	Mon 5/16/22	Thu 6/9/22	248SS	City PM, City TA, City Testing Lead
245	10.1.1.5	Performance Testing	20 days	Thu 5/19/22	Thu 6/16/22		
246	10.1.1.5.1	Performance Testing Execution	20 days	Thu 5/19/22	Thu 6/16/22	237SS	City TA, Origin TA
247	10.1.1.5.2	Performance Testing Defect Remediation	20 days	Thu 5/19/22	Thu 6/16/22	237SS	City TA, Origin TA
248	10.1.2	Mock Cutover	20 days	Mon 5/16/22	Mon 6/13/22		
249	10.1.2.1	Mock 1	10 days	Mon 5/16/22	Fri 5/27/22		
250	10.1.2.1.1	Prepare the Mock Cutover Plan	1 day	Mon 5/16/22	Mon 5/16/22		Origin Conversion, Origin PM, City FA
251	10.1.2.1.2	Conduct Mock Cutover	4 days	Tue 5/17/22	Fri 5/20/22	250	Origin Conversion, Origin PM
252	10.1.2.1.3	Document Timing and Issues	4 days	Mon 5/23/22	Thu 5/26/22	251	Origin Conversion
253	10.1.2.1.4	Review Mock Results & Update the Cutover Checklist	1 day	Fri 5/27/22	Fri 5/27/22	252	Origin Conversion, Origin PM, City PM
254	10.1.2.2	Mock 2 (Dress Rehearsal)	10 days	Tue 5/31/22	Mon 6/13/22		
255	10.1.2.2.1	Update the Mock Cutover Plan	1 day	Tue 5/31/22	Tue 5/31/22	249	Origin Conversion, Origin PM, City FA
256	10.1.2.2.2	Conduct Mock Cutover	4 days	Wed 6/1/22	Mon 6/6/22	255	Origin Conversion, Origin PM

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
257	10.1.2.2.3	Document Timing and Issues	4 days	Tue 6/7/22	Fri 6/10/22	256	Origin Conversion
258	10.1.2.2.4	Review Mock Results & Update the Cutover Checklist	1 day	Mon 6/13/22	Mon 6/13/22	257	Origin Conversion, Origin PM, City PM
259	10.1.3	Delivery Readiness Assessment	3 days	Fri 5/27/22	Wed 6/1/22		
260	10.1.3.1	Finalize Cutover / Deployment Plan	1 day	Fri 5/27/22	Fri 5/27/22		Origin PM, Origin SA, Origin TA, City PM
261	10.1.3.2	Go-Live Readiness Assessment	2 days	Tue 5/31/22	Wed 6/1/22	260	Origin PM, Origin SA, City PM, City TA
262	10.1.4	Deliver Training	38 days	Mon 5/16/22	Fri 7/8/22		
263	10.1.4.1	Prepare for End-User Training (EUT)	3 days	Mon 5/16/22	Wed 5/18/22	242SS	City Training Lead
264	10.1.4.2	EUT Execution	13 days	Fri 6/17/22	Wed 7/6/22	235	Origin FA, City Trainer, City Training Lead
265	10.1.4.3	Deliver Make-Up EUT Classes	2 days	Thu 7/7/22	Fri 7/8/22	264	Origin FA, City Trainer, City Training Lead
266	10.2	Confirm Deliverables	26 days	Thu 5/19/22	Fri 6/24/22		
267	10.2.1	Deliverable D15 - Go-Live Readiness Assessment	11 days	Thu 6/2/22	Thu 6/16/22		
268	10.2.1.1	Submit draft to the City for review	5 days	Thu 6/2/22	Wed 6/8/22	261	Origin PM
269	10.2.1.2	Review and Update with	1 day	Thu 6/9/22	Thu 6/9/22	268	Origin PM

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
		the City					
270	10.2.1.3	City Approval	5 days	Fri 6/10/22	Thu 6/16/22	269	City PM
271	10.2.2	Deliverable D16 – Cutover / Deployment Plan	11 days	Tue 5/31/22	Tue 6/14/22		
272	10.2.2.1	Submit draft to the City for review	5 days	Tue 5/31/22	Mon 6/6/22	260	Origin PM
273	10.2.2.2	Review and Update with the City	1 day	Tue 6/7/22	Tue 6/7/22	272	Origin PM
274	10.2.2.3	City Approval	5 days	Wed 6/8/22	Tue 6/14/22	273	City PM
275	10.2.3	Deliverable D17 – System Integration Test Completion	11 days	Thu 5/19/22	Fri 6/3/22		
276	10.2.3.1	Submit draft to the City for review	5 days	Thu 5/19/22	Wed 5/25/22	233	Origin PM
277	10.2.3.2	Review and Update with the City	1 day	Thu 5/26/22	Thu 5/26/22	276	Origin PM
278	10.2.3.3	City Approval	5 days	Fri 5/27/22	Fri 6/3/22	277	City PM
279	10.2.4	Deliverable D18 – Parallel Test Completion	11 days	Fri 6/10/22	Fri 6/24/22		
280	10.2.4.1	Submit draft to the City for review	5 days	Fri 6/10/22	Thu 6/16/22	242	Origin PM
281	10.2.4.2	Review and Update with the City	1 day	Fri 6/17/22	Fri 6/17/22	280	Origin PM

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
282	10.2.4.3	City Approval	5 days	Mon 6/20/22	Fri 6/24/22	281	City PM
283	11	MILESTONE Mo4 - Confirm Phase Complete	0 days	Fri 7/8/22	Fri 7/8/22	228	
284	12	Close Confirm Phase	0 days	Fri 7/8/22	Fri 7/8/22	228	
285	13	Transition & Operate	86 days	Fri 7/1/22	Tue 11/1/22		
286	13.1	Transition & Operate Execution (17 weeks)	75 days	Fri 7/1/22	Mon 10/17/22		
287	13.1.1	Production Launch	10 days	Fri 7/1/22	Mon 7/18/22		
288	13.1.1.1	Go-Live Code Freeze	0 days	Fri 7/1/22	Fri 7/1/22	284FS-5 days	City PM
289	13.1.1.2	Conduct Production Deployment	10 days	Fri 7/1/22	Mon 7/18/22		
290	13.1.1.2.1	Readiness	5 days	Fri 7/1/22	Fri 7/8/22		
291	13.1.1.2.1.1	Conduct Go-Live and Deployment Readiness Assessment	4 days	Fri 7/1/22	Thu 7/7/22	284FS-5 days	Origin FA, Origin TA, Origin SA, Origin PM, City FA, City PM
292	13.1.1.2.1.2	Go / No-Go Readiness Report	1 day	Fri 7/8/22	Fri 7/8/22	291	Origin PM, Origin FA, Origin TA
293	13.1.1.2.2	Conduct Production Deployment	5 days	Mon 7/11/22	Fri 7/15/22	292	Origin Conversion, Origin FA, Origin OTC, Origin PM, Origin SA, Origin TA, City Business, City FA, City PM, City TA
294	13.1.1.2.3	Go-Live	0 days	Mon 7/18/22	Mon 7/18/22	293	

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
295	13.1.2	Milestone Mo5 - Go-Live Complete	0 days	Fri 7/15/22	Fri 7/15/22	293	
296	13.1.3	Hypercare Support	60 days	Mon 7/18/22	Mon 10/10/22		
297	13.1.3.1	Post Go-Live Support	60 days	Mon 7/18/22	Mon 10/10/22	295	Origin TA, Origin FA, Origin OTC, Origin PM
298	13.1.4	Project Close-Out	5 days	Tue 10/11/22	Mon 10/17/22	295	
299	13.1.4.1	Create Project Close-Out and Stabilization Report	3 days	Tue 10/11/22	Thu 10/13/22	297	Origin PM
300	13.1.4.2	Conduct Project Close-Out Meeting	1 day	Fri 10/14/22	Fri 10/14/22	299	Origin PM
301	13.1.4.3	Deliver Project Close-Out Letter	1 day	Mon 10/17/22	Mon 10/17/22	300	Origin PM
302	13.2	Transition & Operate Deliverables	11 days	Tue 10/18/22	Tue 11/1/22		
303	13.2.1	Deliverable D19 – Project Close-Out Letter	11 days	Tue 10/18/22	Tue 11/1/22	298	
304	13.2.1.1	Submit Draft to the City for Review	5 days	Tue 10/18/22	Mon 10/24/22		Origin PM
305	13.2.1.2	Review and Update with the City	1 day	Tue 10/25/22	Tue 10/25/22	304	Origin PM
306	13.2.1.3	The City Approval	5 days	Wed 10/26/22	Tue 11/1/22	305	City PM
307	14	MILESTONE Mo6 – Transition & Operate Phase Complete	0 days	Tue 11/1/22	Tue 11/1/22	285	

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
308	15	Close Transition & Operate Phase	0 days	Tue 11/1/22	Tue 11/1/22	285	

10. Proposals shall identify progress reports that will be made available during the process. At a minimum, project status reports shall be provided on a weekly basis and at key decision points.

Origin's PM has a large portfolio of duties, including the development of weekly status reports. Additional procedures, related to reports and other documentation, include establishing folder structures on Origin and City document repositories and outlining how and where project documents are tracked, updated, and stored.

To keep the project stakeholders, team members, and the broader City organization well informed of the project status, Origin recommends the weekly status report as well as the following communication mechanisms. However, these can be adjusted based on the City's preferences:

Communication Mechanism	Frequency	Audience	Responsible Party
Project Status Report	Weekly	Project team members, key stakeholders	Origin PM
Newsletter	Monthly	City employees	City Organizational Change Management (OCM) Lead
Testing Status Dashboard	Daily during integration testing and UAT	Project team	Origin Test Lead

Origin's PM uses a Microsoft Word to prepare the weekly status reports and meeting minutes and distributes meeting minutes at the conclusion of each meeting. Weekly status reports are typically distributed electronically, but Origin is prepared to adhere to the City's preferred distribution standards and mechanisms.

On the following page is a sample project status report.

Project Status Report



Project Overview		Report Date 05/31/19			
Project Vendor	Origin Consulting, LLC		Reporting Period	05/27/19	to 05/31/19
Current Project Phase	Transition & Operate		Current Project Phase End	05/24/19	
Project Start Date	5/18/18		Planned Go-Live Date	04/27/19	
Project Status		Comments			Legend
Overall	◆	(client) successfully upgraded CC&B from version 2.4 to 2.6 on April 27 th with no critical issues. Origin completed their post-production support. Origin will be available to support (client) during testing of package SPR_CC&B26_CC&B26_PKG_125 through Monday, June 3.			◆ Progressing as planned ▼ Some risks/mitigation ● Critical risks/jeopardy
Schedule	◆	CC&B 2.6 Go-Live was implemented April 27, 2019. Origin completed post-production support. The last status meeting was held on Wednesday May 29 th and then the project was closed.			
Executive Summary					
CC&B 2.6 Technical Upgrade: Technical upgrade of (client) CC&B 2.4 environment to CC&B 2.6. Project scope includes the upgrade of (client) CC&B environment in Origin Technology Center, transition of remaining XAI Services, removal of COBOL wrappers on Java scripts, 2.6 version compatibility code set, delivery of code packages, training support, testing support, go live support, and post go live support.					
PII Tokenization: Project scope includes creation of functional and technical design documents, CC&B and IWS code enhancements, unit testing code, and delivery of code packages.					

Highlights for the week:

Defects Assigned to Origin	Quantity
New/Re-Opened Defects This Week	0
Closed Defects This Week	2
Remaining Open Defects	3

Code Packages and Patches Delivered This Week		
Package ID	Date	Description
SPR_CC&B26_PKG_125	5/29/19	Defect 4253862 Custom Code causing CPU spikes (15 Programs) Package testing in progress at (client); support available until June 3 rd .

Open Defects				
Defect ID	Description	Assigned	Target	Notes
4177121	CC&B calling XXLFACreateUpdate though CM-UpdateAndTransitionSyncRequest base webservice failed	2/20/19	TBD	(client) is keeping this open to monitor No action at this time.
4208412	Application Viewer error	2/12/19	TBD	Oracle SR 3-19482348741 No action at this time.
4254497	SAACT Abort in production nightly	5/13/19	TBD	Origin created SR Oracle SR 3-2013893121 No action at this time.
Defects Closed or Re-Assigned This Week				
Defect ID	Description	Assigned	Resolved	Notes
4253862	Custom Code causing CPU spikes (15 programs)	5/17/19	5/29/19	SPR_CC&B26_PKG_125 15 programs were modified to call an API to manage DB connections.
4259511	CC&B IWS Errors: SQL Error code 000099997 A database record lock occurs when 2 separate processes attempt to insert Log entries for same FA. Issue does not occur consistently	5/16/19	5/30/19	Origin completed analysis and was unable to replicate the issue. Results of analysis sent to (client) on 5/30/19. No action at this time.

Origin recommends the following meeting cadence to generate and discuss the information required to provide status reporting:

Meeting	Type	Frequency	Attendees	Facilitator
Project Leads	Project planning, status monitoring	Weekly	City project leads, City PM, and Origin PM	Origin PM
Steering Committee	Decision making	TBD by team	Project Steering Committee members	Origin PM
Cross-Functional Integration	Solution design of cross-functional items	Every 2 weeks (during the Engage and Enable phases)	Project leads and technical leads (the City and Origin)	Origin Integration Lead
Sprint Review and Demo	Information sharing	Every 2 weeks during the Construct phase	Project team and City SMEs	Origin PM
Stand-Ups	Information sharing	Daily in Transition & Operate phase	The combined project team	Origin PM
Cutover Status Meeting	Go-Live status monitoring	Daily during mock production cutover and multiple times daily during production cutover	The combined project team	Origin PM

11. Proposals shall clearly distinguish the Offeror's duties and responsibilities and those of the City. Absence of this distinction shall mean the Offeror is assuming full responsibility for all tasks.

Each task below indicates the party with the primary responsibility. However, we recognize that many tasks may have a supporting role from either party.

Discovery and Configuration Responsibilities

Task	City	Origin
Participate in technical discovery and provide IT support.	*	
Review the current and proposed future architecture and confirm fit with best practices.		*
Participate in data source discovery and provide both business and IT Support.	*	
Conduct data source discovery to identify and review all data sources for conversion.		*
Build the enterprise business application survey from key decisions made during the M2C workshops - technical and functional.		*
Review and approve the enterprise business application survey.	*	
Assist in making the solution documentation updates.	*	
Update the future state business processes, C2M Master Configuration Document, interface design, and training documentation.		*
Capture all initial configuration items that support each process, as an output of reviewing the processes.		*
Review configuration.	*	
Lead configuration sprints and provide knowledge transfer to the City as needed.		*
Assist, participate, and validate solution configuration.	*	

Documentation Responsibilities		
Task	City	Origin
C2M Administrators Guide		
Provide the C2M Administrators Guide to the City.		*
C2M On-Line Help		
C2M On-Line help is integrated into C2M and available "out of the box."		*
User Story Backlog		
Participate in the M2C workshops to support the creation of the backlog.	*	
Create the backlog to guide the configuration sprints.		*
Configuration Workbook		
Support the creation of the Configuration Workbook by developing the configuration data in the spreadsheet.	*	
Take configuration data provided by the City and create the Configuration Workbook document.		*
Own and maintain the Master Configuration document throughout the implementation.		*
Interface / Modification Design Documentation		

Documentation Responsibilities		
Task	City	Origin
Some interfaces and modifications to existing City edge-applications may be required to interact and enable enhanced functionality with C2M.	*	
Provide designs and development for existing City edge-applications.	*	
Develop and publish the design documentation for all interfaces for the City's consumption.		*
End-User Training		
Support the development of end-user training procedure documentation.		*
Lead the development of end-user training documentation.	*	
End-User Reference Guides		
Support the development of the end-user reference guides.		*
Lead the development of end-user reference guides. (These are quick reference guides targeted to describe how to perform key business processes in the C2M solution.)	*	

Data Conversion Responsibilities		
Task	City	Origin
Prepare – data cleansing (if not already occurred).		
Support the City in analyzing the data to determine where data cleansing may be necessary.		*
Ensure any programmatic rules are implemented in the Transform DataVergence stage.		*
Provide data cleanup at the source or defines business-rules for programmatic cleansing of data during the Transform DataVergence phase.	*	
Import – moving of the data from the legacy CIS to DataVergence database schema.		
Import data procedures.	*	
Assist the City in ensuring successful data import procedures are created from legacy systems to the DataVergence schema.		*
Transform – activities may include reformatting data, manufacture of missing data elements, additional data cleansing.		
Provide guidance to ensure that the business-rules for data transformation are being applied correctly.	*	
Manipulate the data in the input layer of DataVergence before Validation of the rules and combine data entities.		*
Validate – validate the data in the input layer.		

Data Conversion Responsibilities		
Task	City	Origin
Provide guidance relative to the business-rule validations to apply to the imported data.	*	
Validate based on C2M validations and the City's specific business-rule validations.		*
Assign Keys – creation of the primary key values.		
Assign primary key values, which conform to the C2M standards for all valid rows in the input layer.		*
Load – populating of the C2M database tables from the transformed and validate date.		
Lead all activities in the Load stage to ensure the C2M database population is complete and ready for the City to test.		*

Testing Responsibilities		
Task	City	Origin
Data Conversion Testing		
Create converted data test plan.		*
Define parameters / key metrics for testing success.	*	

Testing Responsibilities		
Task	City	Origin
Identify and document test scenarios.	*	
Identify and document reconciliation scripts.		*
Define and implement defect resolution process.		*
Execute the data conversion test scripts.	*	
Generate reconciliation reports.		*
Evaluate effectiveness / success of test cycle.	*	
Resolve any issues / defects discovered in testing.		*
Retest, if necessary.	*	
Approve data conversion testing results.	*	
Unit Testing		
Identify acceptance criteria (usually accompanies user story).	*	
Create test scenario from acceptance criteria.		*
Execute unit test during sprint.		*
Demonstrate functionality and test scenario during sprint review.		*

Testing Responsibilities		
Task	City	Origin
Approve test scenario during sprint review.	*	
Perform additional functionality validation (see below).	*	
System Integration Testing (SIT)		
Identify integration points to be tested.	*	
Define testing scenarios.		*
Accumulate data for testing scenarios.		*
Execute test scenarios / Review test results.		*
Resolve issues or scenarios that did not pass.		*
Retest necessary scenarios.		*
Approve SIT results.	*	
Performance Testing		
Identify and document test scenarios.		*
Determine parameters for success.	*	
Design load scenarios.		*
Execute testing with various load scenarios.		*

Testing Responsibilities		
Task	City	Origin
Compare results with pre-determined success parameters.	*	
Request necessary retesting.	*	
Approve performance testing results.	*	
Parallel Testing		
Define business processes to be compared (e.g., billing revenue, meter reading, payment totals).	*	
Determine parameters / key metrics for success.	*	
Generate business processes in both legacy system and new production system.		*
Compare legacy system results to new production system results.		*
Identify variances between the systems.		*
Document root-cause defects or explanations to account for variances.		*
Implement information uncovered in root-cause analysis.		*
Re-run parallel testing scenarios to confirm resolution.		*
Approve parallel testing results.	*	

Testing Responsibilities		
Task	City	Origin
User Acceptance Testing (Functional Testing)		
Identify testing scenarios.	*	
Generate test data.	*	
Execute test scenarios.	*	
Provide test results (pass / fail information).	*	
Resolve issues or scenarios that did not pass.		*
Retest necessary scenarios.	*	
Approve UAT results.	*	
Reliability Testing		
Define parameters / key metrics for testing success.	*	
Create test scripts.	*	
Execute test scenarios.	*	
Provide test results (pass / fail information).	*	
Resolve issues or scenarios that did not pass.		*
Retest necessary scenarios.	*	

Testing Responsibilities		
Task	City	Origin
Approve Reliability Testing.	*	

Training Responsibilities		
Task	City	Origin
Training Material Development		
Support material development by identifying any special areas, topics, or concerns that need to be covered.		*
Develop all training material based on best practices and covering agenda items important to the City.	*	
Create Training Plan		
Define and Document the training plan including syllabus, outcomes, and requirements for each training session, including location, number of students, training facilities / rooms, and trainer / student computers.	*	
Identify students who City wants to attend the training.	*	
Training Schedule Creation		
Complete training needs assessment.	*	

Training Responsibilities		
Task	City	Origin
Consult and support the Origin PM and jointly create the schedule.	*	
Create the training schedule to deliver the training as specified.	*	
Trainee Attendance and Performance Tracking		
Create and communicate the training and performance log.	*	
Track the County student attendees and ensure performance is tracked and reported.	*	
Specify where training attendance and tracking logs shall be stored.	*	
Classroom Setup		
Lead classroom setup to meet requirements specified during the training plan.	*	
Verify classroom setup meets specifications outlined in the training plan.	*	
Deliver Train-the-Trainer Training		
Deliver Train-the-Trainer to the City's training team.		*

Training Responsibilities		
Task	City	Origin
Conduct Proficiency Testing		
Conduct proficiency tests for each person to ensure they are able to repeat the material covered during training.	*	
Re-Train as Needed		
Retrain each member as needed until they are able to prove proficiency with the training material.	*	
Update Training Materials Throughout Support Period		
Consult and advise which materials should be updated to meet training objectives.		*
Update training materials throughout the project to ensure they are current and meet the City's training needs.	*	

Go-Live Responsibilities		
Task	City	Origin
Sample pre-cutover tasks		
Notification sent to payment vendors regarding Go-Live outage.	*	

Go-Live Responsibilities		
Task	City	Origin
Publish go-live outage details on website.	*	
True-up Net Metering accounts.	*	
Bill meter exchanges in legacy.	*	
Bill any pending Energy Diversion and Tampering fees on final bills.	*	
Stop Disconnects for Non-Payment service orders.	*	
Limit meter exchanges to emergency orders.	*	
Limit new meter sets to emergency orders.	*	
Cancel or resolve service orders open for older than 90 days.	*	
Generate list of long-term payment arrangements.	*	
Notify bill print vendor to hold day 1 bills.	*	
Update Bill Cycle configuration for Go-Live billing.	*	
Confirm vendor support availability for Go-Live.	*	
Shutdown Legacy batch jobs.	*	
Keep Legacy Apps / Databases available in Read Only Mode.	*	

Go-Live Responsibilities		
Task	City	Origin
Backup Legacy systems.	*	
After Legacy CIS Data Extraction, Upload legacy extracted data files to a secure cloud location.	*	
Processes to complete in the Legacy CIS prior to go-live		
Clean up duplicate meters.	*	
Resolve payments in suspense.	*	
Complete pending meter exchange service orders.	*	
Complete pending meter install service orders.	*	
Complete all refund activities.	*	
True-up Net Metering accounts.	*	
Bill meter exchanges in legacy.	*	
Bill pending Energy Diversion and Tampering fees on final bills.	*	
Legacy CIS Data Extraction.	*	
Document any Service Orders performed during go-live migration in Excel (This list is input into C2M once live).	*	
Technical Go-Live		

Go-Live Responsibilities		
Task	City	Origin
Perform Legacy Data Conversion.		*
Perform technical Go-Live.		*
Manual processes typically executed after C2M is brought up after go-live and before the system is given to staff for daily processing		
Run test billing cycle to confirm alignment with legacy.		*
Balance converted data against legacy system.		*
Review and resolve any exceptions identified by conversion validation programs.		*
Input payment entries for period of time the system was down.	*	
Manual entry of Service Orders worked during cutover.	*	
Process payment files and meter read files that occurred in edge applications while system was down.	*	
Run initial data sync processes.		*
Initialize and validate interfaces.		*
Conduct visual verification tests.		*
Conduct Go / No Go checkpoint.	*	*

Go-Live Responsibilities		
Task	City	Origin
Sample post-conversion data validation checklist		
Pending Start / Stop Service requests.	*	
Produce Report of converted deposits not applied or refunded.	*	
Compare legacy AR Aging Report to C2M.	*	
Validation of Accounts.	*	
Credit Collection Process.	*	
Payment arrangements / payment plans.	*	
Recent meter exchanges.	*	
Scheduled autopay dates and amounts.	*	
Accounts in bankruptcy.	*	
Inactive accounts with delinquent balance.	*	
Active accounts disconnected for non-payment.	*	
Unpaid deposits.	*	
Partially paid deposits.	*	
Returned payment history.	*	

Go-Live Responsibilities		
Task	City	Origin
Unbilled fees.	*	
Special Accounts.	*	
Industrial Accounts.	*	

12. Proposals must include a narrative description of the file and records conversion process. Offerors must sign City's Non-Disclosure Agreement attached as Exhibit C.

Conversion Approach

Origin's data conversion approach leverages our project accelerator DataVergence, an Origin data conversion solution optimized for use with C2M. DataVergence allows for multiple data sources (such as files and records) to be consolidated during the data conversion process.

At the heart of DataVergence lies a simplified, business-centric data model referred to as the input layer. This input layer isolates the complexities of the C2M data model from the project team and allows them to focus on understanding how data from the City's Central Square UBS relates to the input layer.

Once the overarching data conversion strategy is established in the Engage phase of Origin's onPoint methodology, an agile approach is utilized in the conversion to support a convert early, convert often philosophy. From a process perspective, DataVergence decomposes conversion into six stages, shown in Figure 5 below. This enables the team to deliver converted data into the hands of the City beginning with Sprint 1 in the Construct phase for feedback on the converted data.

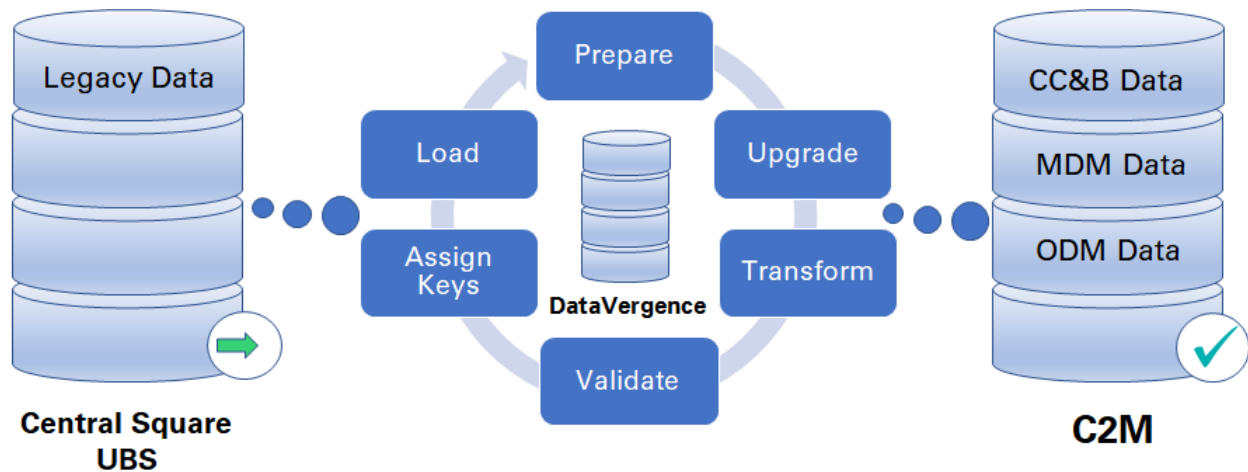


Figure 8 - DataVergence Overview

DataVergence Stage 1: Prepare (Extract, Transform, Load prerequisite) - Central Square UBS data is transferred into the DataVergence schema as-is. Ideally, the bulk of the data cleansing activities occur during this stage in the Central Square UBS. This streamlines the conversion balancing and auditing process. However, bulk cleansing activities may occur during the Transform stage.

DataVergence Stage 2: Import - The City provides data mapping rules to move data from the Central Square UBS and other data sources to the input layer.

DataVergence Stage 3: Transform - Transformation includes reformatting data, manufacturing missing data elements, removing duplicates. While most data cleansing activities are performed in the Central Square UBS, additional data cleansing is performed by Origin in this stage. Account and Premise are consolidated. Notional meters are remediated.

DataVergence Stage 4: Quality Control & Validation - Origin validates the data in the input layer. Validation rules contain C2M application-specific validations as well as the City's business-rule validations.

DataVergence Stage 5: Assign Keys

The primary key values are created, which conform to Oracle application standards for all valid rows in the input layer. Origin is entirely responsible for activities in the Assign Keys stage.

DataVergence Stage 6: Load

The final stage of DataVergence populates the C2M database tables from the transformed and validated data. Origin is entirely responsible for activities in the Load Stage.

Potential Data Conversion Problems (Risks)

Our experience has shown that the following risks should be avoided in order to achieve a successful data conversion:

Risk	Mitigation Plan
Poor data quality	- Ensure data quality through data profiling - Analyze data content as well as quality
Inadequate data cleansing	- Identify entities and data elements that require cleansing with City SMEs during the Engage phase
Lack of a comprehensive data cleansing plan	- Plan activities and create reports focused on data cleansing and go / no-go dependencies
Incomplete transformation	- Address both new data elements and legacy data elements that requires transformation
Lack of a comprehensive conversion strategy	- Identify incremental data creation activities to be completed throughout the project - Implement consistent data transformation mechanics - Gather feedback on data evolution and translation needs - Institute an instance management approach to support the data conversion activities
Lack of a comprehensive validation plan	- Conduct a series of tests prior to UAT and mock conversion

Balancing and Validation of Migrated Data

Origin advocates early and frequent validation of converted data to ensure minimal, to non-existent, data quality issues at or after mock cutover. Origin recommends the introduction of converted data alongside the configuration sprints to facilitate the City performing early validation of the quality of the converted data.

Reports are generated from the DataVergence business layer showing data imported, data transformed, validation errors and data loaded into C2M. This conversion audit is compared to the data extracted by the City to ensure a balanced conversion has occurred.

During the Confirm phase, Origin advocates a full load of converted data to support all testing activities. As each test is performed, any data situations requiring resolution are provided to the conversion team for analysis and correction. This process continues iteratively, until a successful staged target has been converted and loaded. In addition, Origin recommends the testing team validate and balance the output from the conversion programs against the source system.

During the final Go-Live data conversion, the data conversion program source code, modules, and data are deployed from test to production. Origin and the City together execute the defined jobs according to the cut-over schedule, review results, and obtain final approval of the solution. Origin produces a data reconciliation report for approval by the City's business / data governance team.

Prior Experience

Origin has prior experience converting from Sunguard HTE with our longstanding client Orlando Utilities Commission (OUC). OUC uses Oracle CC&B, which is the CIS component of the C2M (CC&B+MDM) application.

Non-Disclosure Agreement

Origin has reviewed and signed the City's Non-Disclosure Agreement and has attached it as Appendix B – Exhibit C: Non-Disclosure Agreement.

Tab D – References

Provide five (5) references for City government clients of similar size for projects of similar size and complexity with go live dates within the past 36 months. Reference information shall include: Client name, project summary, software package name, project manager name/title, phone number and e-mail address.

C2M is a fully integrated solution that consists of Oracle's world-class CIS application CC&B and meter data management application MDM. Our references below include CC&B and / or MDM as components of C2M.

References	
Client	Project Details
Modesto Irrigation District (MID)	Project Summary: Multi-product implementation of Oracle Utilities CC&B, MDM, Customer Self Service (CSS) and Oracle Utilities Analytics (OUA), as well as later implementations of Origin MobileLite, Origin's mobile field work management solution that delivers mobile device workflow management to field crews, and OCX, Origin's cloud-hosted customer engagement (self-service) portal to replace Oracle CSS. Software: Oracle Utilities CC&B, MDM, CSS, and OUA / Origin MobileLite and OCX Contact: Bruce Rankin, IT Manager, (510) 919-8637, brucerankin@mid.org
Golden State Water Company (GSWC)	Project Summary: Fully hosted Mobile Workforce Management (MWM) implementation, Oracle CC&B support, and move to Managed Services. Origin alleviated challenges related to change management and user adoption, both improving customer service / operational efficiencies and reducing costs for GSWC. Software: Oracle Utilities MWM, CC&B, and SOA Contact: Patrick Kubiak, Field Technology Services Manager, (626) 419-2879, patrick.kubiak@gswater.com
Artesian Water Company (AWC)	Project Summary: Upgrade to Oracle CC&B, MWM, and Field Work Process Integration Pack (FWPIP). In

References	
Client	Project Details
	addition to the application upgrades, Origin collaborated with AWC to reengineer business processes and optimize their M2C workflow. Software: Oracle Utilities CC&B, MWM, and FWPIP Contact: Ray Kelly, Director of Information Technology, (302) 453-6984, rkelly@artesianwater.com
City of Tempe (CoT)	Project Summary: Oracle CC&B Upgrade to v2.7 and managed services support. Project included moving CoT to a hosted, cloud version of CC&B. Software: Oracle Utilities CC&B Contact: Tarja Nummela, Customer Service Manager, (480) 350-8637, tarja_nummela@tempe.gov
Irvine Ranch Water District (IRWD)	Project Summary: Oracle CC&B Upgrade and integration with Paymentus. Origin developed end-to-end, real-time integrations for synchronous calls from Paymentus to CC&B and assisted with e-bill enrollment and unenrollment, creating rules to capture duplicate emails between portals. Software: Oracle Utilities CC&B and Paymentus Contact: Mohit Saini, Applications Manager, (949) 453-5435, saini@irwd.com

Certification

Origin has provided a signed copy of the requested Certification on the following page.

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other offeror, and that the contents of this RFP have not been communicated to any other offeror prior to the official opening of this RFP. Additionally, the undersigned affirms that the Offeror is willing to sign the enclosed Technology Services Contract (Exhibit B) and the City's Non-Disclosure Agreement (Exhibit C). Any exceptions to the City's Technology Services Contract shall be clearly identified on company letterhead.

Signed By:  Title: Vice PresidentTyped Name: Corey Labor Company Name: Origin Consulting, LLCPhone No.: 802.233.2970 Fax No.: 866.828.9802Email: clabor@originutility.com

Company Address: 1930 Village Center Circle Suite 3-704	Las Vegas	NV	89134
P.O. Box or Street	City	State	Zip

Remit Address: 21175 Tomball Parkway, Suite 127	Houston	TX	77070
P.O. Box or Street	City	State	Zip

Federal Tax ID No.: 27-4421903DUNS No.: 01-214-5209Date: 07/06/2021**RFP #21-034*******DO NOT MODIFY THIS FORM*****

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between City of College Station, a Texas Home-Rule Municipal Corporation (“City or Disclosing Party”), and Origin Consulting, LLC, (“Receiving Party”) both collectively referred to as the “Parties” and in consideration of the mutual covenants contained herein the Parties agree as follows:

1. Definitions: The following term(s) shall have the definitions listed below in this Agreement.

a. Disclosing Party means the City or its representatives providing Information that is confidential and proprietary to the Receiving Party.

b. Receiving Party means a Party or its representatives receiving confidential and proprietary Information from the City.

c. Information

i. In its broadest form, information means any information or data relating to the Project, whether oral, written, electronic or otherwise, which is received by the Receiving Party from the Disclosing Party, including but not limited to criminal justice records; court records; personal identifying information; driver records; technical, financial or business data; analyses, models and designs in any form; all technical, economic, financial, pricing, marketing or other information in whatever form transmitted; patents; customer lists; scientific, technical and business studies; analyses; processes; plans; methods; procedures; policies; information; designs; work product; reports; drawings; models; configurations; formulas; data; know-how; software programs; improvements; inventions; techniques; plans; strategies; forecasts and computer programs.

ii. Notwithstanding anything to the contrary contained herein, the term “Information” does not include any information or data which:

a. is or may become a part of the public domain without any breach of this Agreement

b. was already lawfully in the Receiving Party’s possession before any disclosure hereunder, and not subject to any pre-existing contractual, legal, or fiduciary obligations with respect to confidentiality owed to the Disclosing Party by the Receiving Party

c. is obtained by the Receiving Party from a third party (other than a person or entity acting on behalf of or who is an affiliated entity of the Disclosing Party) who the Receiving Party has no reason to believe is not lawfully in possession of the Information and who the Receiving Party has

no reason to believe is in violation of any contractual, legal or fiduciary obligation to the Disclosing Party with respect to the Information

- d. is independently developed by the Receiving Party without the benefit or use of any Information received hereunder
- e. is agreed to by the Disclosing Party to be made public
- f. is required by the appropriate regulatory or judicial authority to be disclosed by law in accordance with a fully adjudicated order and is not subject to further protection or ongoing confidential treatment pursuant to that fully adjudicated order.

iii. If only a portion of the Information falls under one of the above exceptions, then only that portion is excluded from this Agreement. If the Receiving Party is required by any statute, regulation, rule, ordinance or request of a governmental body or a request of an opposing party in any action before any governmental body to disclose Information received under this Agreement, the Receiving Party shall promptly notify the Disclosing Party in writing, so the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order, Receiving Party is nonetheless legally compelled to disclose any portion of the Information, it may do so without liability so long as such disclosure is limited to the information legally required to be disclosed.

d. **Purpose** means to disclose certain Information for submission of a proposal on the Municipal Court Management Software System. ("Project").

e. **Representative** means any officer, director, employee, agent or consultant of a party.

2. **Purpose.** The City may exchange certain Information which is proprietary or confidential to such party for the Purpose in oral, written, printed or electronic form. The Receiving Party will hold the Information it receives in confidence and must use it only for the Purpose.

3. **Confidential.** Information the Disclosing Party provides to the Receiving Party is confidential and proprietary. The Receiving Party agrees to hold in confidence Information received from the Disclosing Party and at Receiving Party's own expense must use the best commercially-available security technology and techniques according to industry best practices and standards, policies and procedures, including those relating to fraud prevention and detection and any other inappropriate system and network use or access to prevent the disclosure of such Information.

4. **Disclosure.** The Receiving Party will disclose Information only to its representatives having reason to know it for the Purpose and who are advised by the Receiving Party that the Information is confidential and is not to be disclosed to third parties and only used for the Purpose.

5. Data Removal. At the City's request upon Agreement expiration or termination, the Receiving Party must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Receiving Party's servers to the extent possible based on the then-current technology available. Receiving Party must provide the City a written and signed statement confirming data has been removed, deleted, purged, overwritten or otherwise rendered inaccessible.

6. Warranty. The Information is provided on an "AS IS" basis. THE DISCLOSING PARTY DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE TO THE RECEIVING PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE INFORMATION.

7. Rights to Information. The Disclosing Party retains all rights, title and interest in and to the Information. Upon the Disclosing Party's request, the Receiving Party shall return the Information to the Disclosing Party or destroy the Information upon completion of the Purpose or upon the termination of this Agreement.

8. Copyright. All rights acquired under the patent or copyright laws of the United States or of a foreign country with respect to Information are hereby expressly reserved to the owner of such Information. Nothing in this Agreement shall be construed as granting a license, expressed, implied, or otherwise, for any invention, discovery or improvement made, conceived or acquired before, on or after the Effective Date of this Agreement. The disclosure of Information shall likewise not be construed as any representation, warranty, assurance, guaranty, or inducement by the Disclosing Party with respect to infringement of any patent or other proprietary right.

9. Breach of Contract. If the Receiving Party breaches this Agreement, the City will be entitled to an injunction restraining the breaching party from disclosing or making unauthorized use of any Information, in addition to all other available remedies in law or equity. The Receiving Party further waives any requirement that the Disclosing Party post a bond in connection with obtaining any such equitable relief, and agrees that any violation of this Agreement may cause irreparable injury or harm to the Disclosing Party.

10. Term. This Agreement is effective for two (2) years after the Effective Date. The City may terminate this Agreement at any time for convenience. In the event of such termination, the City will notify the Receiving Party in writing and the Receiving Party shall cease work immediately.

11. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, County of Brazos, without regard to any conflicts or choice of law principles that might otherwise apply.

12. Amendment. This Agreement may only be amended by written instrument approved and executed by the parties.

13. Assignment. Neither party shall assign or in any manner transfer its interest in or obligations under this Agreement without the written consent of the other party.

14. Entire Agreement. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by all parties. This Agreement shall not be assignable by any party, and no party may delegate its duties under this Agreement without the prior written consent of the other party. In no event will the failure of either Party to object to any unauthorized disclosure or use of Information, or to enforce any provision of this Agreement, operate as a modification of this Agreement or as a waiver of its provisions with respect to any past, present, or future unauthorized disclosure or use.

15. Notice. Any official notice under this Agreement will be sent to the following addresses:

CITY OF COLLEGE STATION

Attn: Lisa Davis
P. O. BOX 9960
1101 Texas Ave
College Station, TX 77842
ldavis@cstx.gov

RECEIVING PARTY

Attn: Corey Labor
1930 Village Center Circle
Suite 3-704
Las Vegas, NV 89134
clabor@originutility.com

16. Invalid Provisions. If any provision is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Waiver of Terms. No waiver or deferral by either party of any Agreement term or condition shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

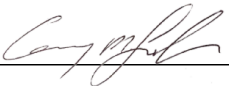
18. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of both parties, their heirs, legal representatives, successors and assigns.

19. Agree to Terms. The parties state they have read the Agreement terms and conditions and agree to the Agreement terms and conditions.

20. Effective Date. The Effective date is the date of the last party executing the Agreement making it fully executed.

Contract No.
City of College Station
Non-Disclosure Agreement

Page 4 of 5

RECEIVING PARTYBy: Printed Name: Corey LaborTitle: Vice PresidentDate: 07/07/2021**CITY OF COLLEGE STATION**

By: _____

City Manager

Date: _____

APPROVED:_____
City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Tab E – Certification

Acknowledgement of any Addenda issued and a statement of willingness to sign the City's Standard Technology Services Contract.

Origin acknowledges the issued Addenda, listed below, and is willing to sign the City's Standard Technology Services Contract.

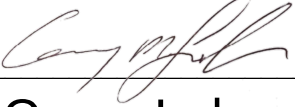
RFP Addenda

ADDENDUM NO. 1 RFP NO. 21-034

ADDENDUM NO. 2 RFP NO. 21-034

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other offeror, and that the contents of this RFP have not been communicated to any other offeror prior to the official opening of this RFP. Additionally, the undersigned affirms that the Offeror is willing to sign the enclosed Technology Services Contract (Exhibit B) and the City's Non-Disclosure Agreement (Exhibit C). Any exceptions to the City's Technology Services Contract shall be clearly identified on company letterhead.

Signed By:  Title: Vice President
Typed Name: Corey Labor Company Name: Origin Consulting, LLC
Phone No.: 802.233.2970 Fax No.: 866.828.9802
Email: clabor@originutility.com
Company Address: 1930 Village Center Circle Suite 3-704 Las Vegas, NV 89134
P.O. Box or Street City State Zip
Remit Address: 21175 Tomball Parkway, Suite 127, Houston, Texas 77070
P.O. Box or Street City State Zip
Federal Tax ID No.: 27-4421903
DUNS No.: 01-214-5209
Date: 7/26/2021

RFP #21-034*****DO NOT MODIFY THIS FORM*****

Appendix A

Origin has provided a sample of Origin's Acceptance Testing Plan: Integration Test Plan for the City on the following pages.

The remainder of this page is intentionally left blank.

Documentation begins on the next page.



C2M Integration Test Plan

Proposal By: Origin Consulting, LLC

Utility Billing System Software

Response Due Date: 

1930 Village Center Circle #3-704 Las Vegas, NV 89134

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Introduction

Integration Testing is performed to ensure that data passes properly between C2M and applicable external systems through established interfaces.

This Test Plan prescribes the scope, approach, resources, accountabilities and schedule of the Integration testing activities. It identifies the interface touch points between [REDACTED] C2M and the external systems that are used to perform the various related business processes at the [REDACTED]. It also captures the personnel responsible for testing, timing of Integration testing, and any risks, dependencies and testing criteria associated with this plan.

Test Objectives

The objectives of the testing activities are to validate the following requirements and business functions:

- All points of integration between C2M and other external systems work as documented in business processes.

At the end of testing, all parties will have a high level of confidence that the C2M integrations will work according to requirements and business processes.

Constraints

- Availability of testing resources, both internal and external.

References

Document	Location
Test cases / scripts	ALM (Project = 'C2M Rates and Integration project')
Project RAID Log	C2M / Workday Upgrade ([REDACTED]) SharePoint site

Test Items

Integration testing will be conducted on [REDACTED] interfaces between C2M and the following external systems.

Application / Version	Description	Flow Direction
Workday	An Enterprise-class, Software-as-a-Service (SaaS) solutions for managing global businesses	Inbound / Outbound interfaces
Kubra	Bill and Letter Print	Inbound / Outbound interfaces
C2M	Batch Scheduler	Batch Execution

Features to be Tested

Each C2M interface will have its associated touch points tested. These touch points are listed below.

C2M Interface Touch Points

Application / Version	Description
C2M	• Mass Bill Cancellation • Deposit Interest Refund • Billing ◦ Bill Messages • Pay Service Provider
Workday	• General Ledger Extract from C2M • A / P Refunds ◦ A / P Refund Requests from C2M ◦ A / P Refund Responses from Workday
Kubra	• Bill Print Extract • Letter Extract • Payment, Daily Cash and Validation files
Billing Comparison Tool	• Batch Execution

Features Not to be Tested

Items out of scope are documented / itemized during the test planning workshop.

Approach

Integration testing will be performed to test the interfaces between C2M and the associated external systems to ensure that data flows as expected, using the expected delivery method and expected file format (as applicable). The complexity of testing interface processes will vary based on the type of the data, file format, interface structure and availability of tools and systems needed to complete the testing. Testing of Interfaces will address two areas; first to ensure data can be processed into C2M and second to extract data out of C2M based on the data map to be used in applications outside of the C2M environment.

Integration Testing Methodology

- Test cases and associated test scripts will be developed to cover each interface touch point and will be entered into the test management tool. The test cases will be refined based on information gathered from testing.
- Test data will be developed for each test case.
- Test scripts will be planned and coordinated between the C2M Test Lead, the external system subject matter expert (SME), and the middleware test lead (as applicable).
- When an interface is ready for testing, the C2M Test Lead will coordinate with the external system SME to create the data and execute the steps needed to pass the data thru the interface to either C2M or the external system. Inbound and outbound data transactions will be verified in both C2M and the associated external system, per the test script.
- The C2M Test Lead will review the test results based on the expected outcome and will coordinate with the external system SME to troubleshoot any issues.
- Test results, as well as any issues or defects, will be recorded in the test management tool.
- All applicable test cases will be re-run after defects are resolved and the interface configurations are updated based on the resolution.
- The test cases and data files will be refined as needed to ensure the interface is functioning as expected.

Item Pass / Fail Criteria

Each test case will have a series of actions and expected results. As each action is performed, the results are evaluated. If the observed results are equal to the expected results, the appropriate columns are updated to indicate "passed" along with links to supporting screenshots and documentation. If the observed results are not equal to the expected results, the case is marked as "failed," actual results are added with links to supporting screenshots and documentation. Reference to classification of defects and their suggested triage SLA will be assigned based on the tables found in the Appendix of this document.

Integration Testing Entry / Exit Criteria

Test Entry Criteria

- [REDACTED] data available, where needed.
- Access to all applications and environments under test.
- All test cases have been reviewed and approved by [REDACTED]
- C2M Test environment made available, code deployed, and smoke tested.
- All external system Test systems are available and ready for testing.

- Testing resources are confirmed and available.

Test Exit Criteria

- All in-scope test cases have been executed successfully.
- Zero Severity 1 or Severity 2 defects remain in active status.

Suspension Criteria and Resumption Requirements

Normal Criteria

When all test cases have been executed successfully, the test will be concluded, and the results documented for the Test Summary Report.

Abnormal Criteria

As a general guideline, if the defect backlog continually increases over a two-week period, testing should be suspended. This will allow the developers time to fix existing defects without the pressure and confusion of new defects being added to the backlog. When a change is being migrated to the Test environment, the C2M Test Lead must be notified in advance to schedule a time for the move. After the move has been completed, a retest of previously tested functions should be performed.

Resumption Criteria

When the fixed unit is moved back into the Test environment, any previously performed tests that affect the unit should be performed again to ensure new defects were not created because of the fix.

Test Deliverables

Document	Location
Test Plan	SharePoint
Test Cases	Test Management Tool
Test Scripts	Test Management Tool
Defect Reports	Test Management Tool

Origin maintains an extensive library of sample test cases that serve as a baseline test set for Utilities applications and a reference for the development of additional specific test scenarios. Our test library covers test scenarios covering all phases of testing from functional test to integration and end to end testing. Examples include:

- Start service for new residential customer
- Start service for new commercial customer
- Start service for new residential customer via website
- Transfer service for existing customer
- Install new meter
- Exchange meter
- Bill residential customer with Residential Standard rate
- Collections for residential customer with broken payment arrangement
- Collections for commercial customer with \$500 delinquent debt
- Reconnect residential customer
- Refund industrial deposit

As Origin and [REDACTED] project resources work through the Design & Configure phases of the project, test scenarios are documented. We map test scripts from our test library to the scenarios and identify any gaps. [REDACTED] is expected to develop scripts to address any gaps. We maintain traceability between the requirements and the scripts to ensure thorough testing of the requirements and that the delivered solution is of high quality.

Test Environment

The C2M Test Environment and associated external system Test environments will be used for the System Integration testing task. The C2M Test Lead will work with external systems SMEs to confirm test environment availability and readiness prior to testing.

Test Tools

The following tools will be used for testing:

Tool	Purpose	Owner	Comments
Test Management Tool	- Test Case Management - Test Case Execution - Defect Management - Test Reports		<u>Note:</u> Integration test cases, will be managed under a new project in test management tool. Defects will be managed in test management tool.
SharePoint	Store final versions of test artifacts		Test Plans, Test Scripts, Defect Reports, Test Summary Reports

Staffing and Training Needs

Integration Testing Resources

Name	Role	Skill
	C2M Test Lead	C2M functionality
	Offshore C2M Test Lead	C2M functionality
	C2M Tester	C2M technical

Training

Test Tool

Test team members will be trained, as needed, on the test management tool.

Responsibilities

Project Testing RACI

- [R] Responsible = Responsible for doing the work
- [A] Accountable = Accountable for satisfaction or approval and signoff
- [C] Consulted = Consulted for input/information
- [I] Informed = Informed of progress or completion

Testing Task		Origin
Integration test case / script creation	C / A	R
System Integration Testing (SIT) Execution	C / I	R
Remediate C2M-side defects	C / I	R
Remediate external system-side defects	R	C / I
Test Management and Reporting	C / A	R

Assumptions / Risks / Dependencies

Project level Risks, Actions, Issues, and Decisions related to Integration testing are managed in the project RAID Log located on the C2M / Workday SharePoint site.

Assumptions

This section lists assumptions that are made specific to this project.

- The Integration test cases and scripts used for C2M will be able to be used for [REDACTED] C2M testing, where applicable
- External system Test environments are available and fully operational.
- Secure internal access is available for test activities.
- The defect change control process will accommodate the timeline and pace of Integration Testing.
- [REDACTED] will commit the necessary resources and time to complete Integration testing

Risks

The following risks have been identified and the appropriate action identified to mitigate their impact on the project. The impact (or severity) of the risk is based on how the project would be affected if the risk was triggered. The trigger is what milestone or event would cause the risk to become an issue to be dealt with.

Risk	Impact	Mitigation Plan
Availability of [REDACTED] external system SMEs	High	TBD

Dependencies

Requires data from the following:

Application / Version	Description
C2M	• Distribution Code ○ GL Account ○ FT Updates • Bills • Rates ○ Adjustments ○ Cancelations ○ Batch Run • Deposit Accounts

Application / Version	Description
Workday	• General Ledger Data • A / P Refunds • A / P Request
Kubra	• Bills • Letters • Payments, Daily Cash and Validation • Virtual Bills • Direct Debt Alerts

Test Schedule

The initial test schedule follows:

Task Name	Start	Finish	Effort	Comments
C2M	TBD	TBD	TBD	TBD
Workland	TBD	TBD	TBD	TBD
Kubra	TBD	TBD	TBD	TBD

Appendix

Definitions

Definition	Description
Requirement	Something that the system should do or be. May be based on user, business, or technical needs.
System Integration Testing	A level of testing that validates both internal and external system interfaces, ensuring that the system works as a cohesive whole. The purpose of systems integration testing is to perform test cases that validate the system was built according to requirements.
Test Tool	Any Tool that assists in testing.

Defect Severity Definitions

Defect Severity	Description
1 Urgent	A Critical defect is reported when: - The system crashes. - Happy Day scenario / Critical business functionality not working. - Testing is “blocked” when a Critical defect is raised.
2 Very High	A Major defect is reported when: - Specific functionality is not working based on functional/data requirement. - User cannot proceed with the impacted scenario until the defect is fixed. - Testing can continue with other scenarios when a major defect is raised, however a scenario cannot be approved until the major defect is re-tested and closed.
3 High	A Minor defect is reported when: - Test cases can be executed but one part of non-core functionality is broken. - Testing will continue when a minor defect is raised.

Defect Severity	Description
4 Medium	These defects do not impact the functional workflow. Generally, the product could be released, and most customers would be unaware of the defect's existence or only slightly dissatisfied. Examples: out of date documentation or a formatting error in printed output.
5 Low	Very minor defect. A work around exists, or the problem can be ignored. The product can easily be shipped with such a problem. Examples: spelling errors in manuals or error messages that aren't as informative as they could be.

Suggested Defect Triage SLAs

Defect Severity	Response	SLA
1 Urgent	Initial response – 2 hours	1 Day or agreed upon ETA
2 Very High	Initial response – 2 Days	5 Days or agreed upon ETA
3 High	Initial response – 5 Days	10 Days or agreed upon ETA
4 Medium	Based on resource availability	21 Days or agreed upon ETA
5 Low	Based on resource availability	21 Days or deferred to Post Go-Live phase

Origin has provided a sample of Origin's Acceptance Testing Plan: C2M Regression Test Plan for the City on the following pages.

The remainder of this page is intentionally left blank.

Documentation begins on the next page.



C2M Regression Test Plan

Proposal By: Origin Consulting, LLC

Utility Billing System Software

1930 Village Center Circle #3-704 Las Vegas, NV 89134

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Introduction

Regression Testing is performed to ensure that the upgraded C2M environment functions as designed.

This Test Plan prescribes the scope, approach, resources, accountabilities and schedule of the Regression testing activities. It identifies the different areas of C2M that will be Regression tested. It also captures the personnel responsible for testing, timing of Regression testing, and any risks, dependencies and testing criteria associated with this plan.

Test Objectives

The objectives of the testing activities are to validate the following requirements and business functions:

- Upgraded C2M environment works as documented in business processes.

At the end of testing, all parties will have a high level of confidence that the C2M will work according to requirements and business processes.

Constraints

- Availability of testing resources, both internal and external.

References

Document	Location
Test cases / scripts	ALM (Project = [REDACTED] Upgrade MX and C2M project)
Project RAID Log	C2M / Workday Upgrade ([REDACTED]) SharePoint site

Features to be Tested

The features that will be regression tested in C2M are listed below.

C2M Features

Feature	Description
Payment Arrangements	- Create Payment Arrangement - Break Payment Arrangement (manual) - Break Payment Arrangement (system)
Start / Stop	- Start Service (idle premise, existing account) - Stop Service - Back-to-back - Start Service (idle premise, new person)
Landlord Reversion	- Full Landlord Reversion - Limited Landlord Reversion - Landlord Notification - Remove Budget from Landlord
Collections	- Collection Process - Override Collection Arrears Amount
Severance	- Severance Process - Severance Cancellation - Severance Assistance - Severance Event Algorithm (add Account characteristics)
Write-Offs	- Write-off Process - Write-off Selection - Write-off Large Credit Amount
Field Activities	- FA Completions - Auto Cancel Pending Shutoff FA - FA Remarks
Collection Agencies	- Collection Agency Referral - Return agency with least debt - Update referral reason

Feature	Description
	○ Compute referral amount ● Referral Cancellations
Deposit	● Deposit Interest Refund ● Deposit SA Activation ● Deposit Interest Calculation ● Deposit SA and Account Type Validation ● Deposit Recommendation ● Deposit Refund (Final Bill) ● Deposit Refund (Good Customer)
Budget	● Budget Recommendation ● Budget Monitor with Tolerance
Audit	● Person ● Account ● Service Agreement ● Employee Audit Portal
Bill Completion	● Transfer Credits
Documents/Attachments	● Link and Display Documents ○ Premise ○ Person ○ Account ○ Customer Contacts ● Attachments Query Portal
Adjustments	● Adjustment Generation (Apply Rate) ● Adjustment (Adjust Payoff Amount) ● Adjustment Approval ● Adjustment Rejection
NSF	● Adjustment on highest priority SA
Bill Messages	● BGSS Credit Bill Message ● Excess Flow Message on premise

Feature	Description
Payments	- Overpayment Distribution - Ignore school count SA from payment distribution - Overpayment distribution to school count SA.
USF Fresh Start	Add forgiveness credit to the Fresh Start SA when Gas SA bill is fully paid
FS Marketer Billing	Marketer billing process
BI Publisher Reports	BI Publisher Reports
Meridian	Meridian Services
Meter Reads	- Uncorrected Read - Meter Read High/Low Check
Device Installation	Install/remove devices installed on a meter
Various Batch Processes	- Balance/Open Keeptrac Tender & Deposit Controls (CM BOKDT) - Create Excel from CM BASE LOAD ZERO (CM_CRXCL) - Populate custom table with consecutive zero consumption (CMZRCNSM) - Update Cancelled Bill's Bill Routing (CM-UCBBR) - Unbilled Consumption (CM UBCON) - Tax Reform Credit (CM TXRFM) - Automate Skip Trace Report (CMSKPTRC) - Cleanup auto cancel batch process (CMCLAUTO) - BGSS Credit Batch Process (CMBGSSCR) - Add Customer Contact - Account Premise Char (CMADDCCC) - Create Marketer Bill for Imbalance (CMMKBILL) - HVAC Contractor Customer Contact Batch Process (CMHVACCC) - Create To-Do for completed Turn ON FA on Acct not in billing (CMTDTON)

Feature	Description
	- Consecutive Zero Consumption letter batch process (CMSQZERO) - BPU Report Batch Process (CMBPUREP)
USF	- USF Credit Adjustment Apply (CMUSFCRD) - USF FS Monitor (CMUSFCC) - USF Match/Apply Credits
Billing	- Cancel Veteran Billing Adjustment - Veteran Rate Credit Adjustment creation - Nullify school count SAs debt - Imbalance Calculation (rate component)
To-Do	Auto completion of To-Do for AP Request
Case	- Meter Tampering - Theft of Service - Escalated Complaint/BPU Complaint
Late Payment Charge	Late Payment Batch Process
Portals	- Adjustment Approval Reject Zone - Bill Information Portal - Batch Statistics - C2M Dashboard - Combined Accounts To-Do - Company Usage - Degree Day Information - HomeServe Enrollment Request Portal - Missing Interval Reads Portal - Installed Electronic Radio Transmission Devices - Payment Statistics - SJE Customer Payments - Field Collector Portal - Search Person by Email - Field Activity Statistics - LABS/Marketer To-Do - To Do Statistics

Feature	Description
	- Utilities Messenger - Inventory - Inbound Market Message Portal - Market Message Search - Outbound Market Message Portal
Daily Cashiering	- Deposit Control Opening and Balancing - Tender Control Opening and Balancing - Receiving Payments - Voiding Payments
Post Integration / UAT Regression	- Create Payment Arrangement - Break Payment Arrangement (manual) - Start Service (idle premise, existing account) - Stop Service - Back-to-back - Start Service (idle premise, new person) - Full Landlord Reversion - Limited Landlord Reversion - FA Creation and Completion (via Maximo) - Budget Recommendation (add budget billing to an account) - Deposit Recommendation - Adjustment Creation - Adjustment Approval - Adjustment Rejection - Deposit Control Opening and Balancing - Tender Control Opening and Balancing - Manual Payment - Payment Cancellation - Add Meter Read - Generate Residential Bill - Generate Commercial Bill - Generate Industrial Bill - Generate Budget Bill - Generate Final Bill - Generate Bill with Estimated Read - Add Customer Contact - Assign and Complete a To Do Entry

Features Not to be Tested

- CM-CS-CRCCRR – algorithm not currently plugged in
- CM-CS-CRCCTD – algorithm not currently plugged in
- CMPOSTBMSG – one-time bill message

Approach

Regression testing will be performed to test the upgraded C2M environment. This testing will validate that the upgraded C2M environment works as documented in business processes

Regression Testing Methodology

- Test cases and associated test scripts will be developed to cover each regression touch point and will be entered into the test management tool. The test cases will be refined based on information gathered from testing.
- Test data will be identified or developed, when necessary for each test case.
- The C2M Test Lead will review the test results based on the expected outcome and will coordinate with the external system SME to troubleshoot any issues.
- Test results, as well as any issues or defects, will be recorded in the test management tool.
- All applicable test cases will be re-run after defects are resolved.
- The test cases will be refined as needed to ensure C2M is functioning as expected.

Item Pass / Fail Criteria

Each test case will have a series of actions and expected results. As each action is performed, the results are evaluated. If the observed results are equal to the expected results, the appropriate columns are updated to indicate “passed” along with links to supporting screenshots and documentation. If the observed results are not equal to the expected results, the case is marked as “failed,” actual results are added with links to supporting screenshots and documentation. Reference to classification of defects and their suggested triage SLA will be assigned based on the tables found in the Appendix of this document.

Regression Testing Entry / Exit Criteria

Test Entry Criteria

- [REDACTED] data available, where needed.
- Access to all applications and environments under test.
- All test cases have been reviewed and approved by [REDACTED]
- C2M Test environment made available, code deployed, and smoke tested.
- Testing resources are confirmed and available.

Test Exit Criteria

- All in-scope test cases have been executed successfully.
- Zero Severity 1 or Severity 2 defects remain in active status.

Suspension Criteria and Resumption Requirements

Normal Criteria

When all test cases have been executed successfully, the test will be concluded, and the results documented for the Test Summary Report.

Abnormal Criteria

As a general guideline, if the defect backlog continually increases over a two-week period, testing should be suspended. This will allow the developers time to fix existing defects without the pressure and confusion of new defects being added to the backlog. When a change is being migrated to the Test environment, the C2M Test Lead must be notified in advance to schedule a time for the move. After the move has been completed, a retest of previously tested functions should be performed.

Resumption Criteria

When the fixed unit is moved back into the Test environment, any previously performed tests that affect the unit should be performed again to ensure new defects were not created because of the fix.

Test Deliverables

Document	Location
Test Plan	SharePoint
Test Cases	Test Management Tool
Test Scripts	Test Management Tool
Defect Reports	Test Management Tool

Origin maintains an extensive library of sample test cases that serve as a baseline test set for Utilities applications and a reference for the development of additional specific test scenarios. Our test library covers test scenarios covering all phases of testing from functional test to integration and end to end testing. Examples include:

- Start service for new residential customer
- Start service for new commercial customer
- Start service for new residential customer via website
- Transfer service for existing customer
- Install new meter
- Exchange meter
- Bill residential customer with Residential Standard rate
- Collections for residential customer with broken payment arrangement
- Collections for commercial customer with \$500 delinquent debt
- Reconnect residential customer
- Refund industrial deposit

As Origin and [REDACTED] project resources work through the Design & Configure phases of the project, test scenarios are documented. We map test scripts from our test library to the scenarios and identify any gaps. [REDACTED] is expected to develop scripts to address any gaps. We maintain traceability between the requirements and the scripts to ensure thorough testing of the requirements and that the delivered solution is of high quality.

Test Environment

The C2M Test Environment and associated external system Test environments (if necessary) will be used for the Regression testing task. The C2M Test Lead will work with external systems SMEs to confirm test environment availability and readiness prior to testing, if necessary.

Test Tools

The following tools will be used for testing:

Tool	Purpose	Owner	Comments
Test Management Tool	- Test Case Management - Test Case Execution - Defect Management - Test Reports		<u>Note: Regression</u> test cases, will be managed under a new project in test management tool. Defects will be managed in test management tool.
SharePoint	Store final versions of test artifacts		Test Plans, Test Scripts, Defect Reports, Test Summary Reports

Staffing and Training Needs

Regression Testing Resources

Name	Role	Skill
	C2M Test Lead	C2M functionality
	Offshore C2M Test Lead	C2M functionality
	C2M Tester	C2M functionality
	C2M Tester	C2M functionality
	C2M Tester	C2M functionality

Training

Test Tool

Test team members will be trained, as needed, on the test management tool.

Responsibilities

Project Testing RACI

- [R] Responsible = Responsible for doing the work
- [A] Accountable = Accountable for satisfaction or approval and signoff
- [C] Consulted = Consulted for input / information
- [I] Informed = Informed of progress or completion

Testing Task		Origin
Regression test case / script creation	C / A	R
Regression Execution	C / I	R
Remediate C2M-side defects	C / I	R
Remediate external system-side defects	R	C / I
Test Management and Reporting	C / A	R

Assumptions / Risks / Dependencies

Project level Risks, Actions, Issues, and Decisions related to Regression testing are managed in the project RAID Log located on the C2M / Maximo SharePoint site.

Assumptions

This section lists assumptions that are made specific to this project.

- The Regression test cases and scripts used for C2M will be able to be used for [REDACTED] C2M testing, where applicable
- External system Test environments are available and fully operational.
- Secure internal access is available for test activities.
- The defect change control process will accommodate the timeline and pace of Regression Testing.
- [REDACTED] commits the necessary resources and time to complete Regression testing

Risks

The following risks have been identified and the appropriate action identified to mitigate their impact on the project. The impact (or severity) of the risk is based on how the project would be affected if the risk was triggered. The trigger is what milestone or event would cause the risk to become an issue to be dealt with.

Risk	Impact	Mitigation Plan
Availability of [REDACTED] external system SMEs	High	TBD

Dependencies

Requires data from the following:

Application / Version	Description
C2M	Active accounts in C2M to test the following features: • Payment Arrangements • Start/Stop • Landlord Reversion • Collections • Severance • Write-Offs • Field Activities • Collection Agencies

Application / Version	Description
	• Deposit • Budget • Audit • Bill Completion • Documents/Attachments • Adjustments • NSF • Bill Messages • Payments • USF Fresh Start • FS Marketer Billing • BI Publisher Reports • Meridian • Meter Reads • Device Installation • Various Batch Processes • USF • Billing • To-Do • Case • Late Payment Charge • Portals • Daily Cashiering

Test Schedule

The initial test schedule follows:

Task Name	Start	Finish	Effort	Comments
C2M	TBD	TBD	TBD	TBD

Appendix

Definitions

Definition	Description
Requirement	Something that the system should do or be. May be based on user, business, or technical needs.
Regression Testing	A level of testing that validates the recent upgrade has not adversely affected existing features. The purpose of regression testing is to perform test cases that validate the system still functions according to requirements.
Test Tool	Any Tool that assists in testing.

Defect Severity Definitions

Defect Severity	Description
1 Urgent	A Critical defect is reported when: - The system crashes. - Happy Day scenario / Critical business functionality not working. - Testing is “blocked” when a Critical defect is raised.
2 Very High	A Major defect is reported when: - Specific functionality is not working based on functional/data requirement. - User cannot proceed with the impacted scenario until the defect is fixed. - Testing can continue with other scenarios when a major defect is raised, however a scenario cannot be approved until the major defect is re-tested and closed.
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Suggested Defect Triage SLAs

Defect Severity	Response	SLA
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5 Low	Based on resource availability	21 Days or deferred to Post Go-Live phase

Appendix B - Exhibit C: Non-Disclosure Agreement

Exhibit C - Non-Disclosure Agreement. Proposals must include a narrative description of the file and records conversion process. Offerors must sign City's Non-Disclosure Agreement attached as Exhibit C.

Origin has provided a signed copy of the City's Non-Disclosure Agreement on the following page.

The remainder of this page is intentionally left blank.

Exhibit C begins on the next page.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between City of College Station, a Texas Home-Rule Municipal Corporation (“City or Disclosing Party”), and Origin Consulting, LLC, (“Receiving Party”) both collectively referred to as the “Parties” and in consideration of the mutual covenants contained herein the Parties agree as follows:

1. Definitions: The following term(s) shall have the definitions listed below in this Agreement.

a. Disclosing Party means the City or its representatives providing Information that is confidential and proprietary to the Receiving Party.

b. Receiving Party means a Party or its representatives receiving confidential and proprietary Information from the City.

c. Information

i. In its broadest form, information means any information or data relating to the Project, whether oral, written, electronic or otherwise, which is received by the Receiving Party from the Disclosing Party, including but not limited to criminal justice records; court records; personal identifying information; driver records; technical, financial or business data; analyses, models and designs in any form; all technical, economic, financial, pricing, marketing or other information in whatever form transmitted; patents; customer lists; scientific, technical and business studies; analyses; processes; plans; methods; procedures; policies; information; designs; work product; reports; drawings; models; configurations; formulas; data; know-how; software programs; improvements; inventions; techniques; plans; strategies; forecasts and computer programs.

ii. Notwithstanding anything to the contrary contained herein, the term “Information” does not include any information or data which:

a. is or may become a part of the public domain without any breach of this Agreement

b. was already lawfully in the Receiving Party’s possession before any disclosure hereunder, and not subject to any pre-existing contractual, legal, or fiduciary obligations with respect to confidentiality owed to the Disclosing Party by the Receiving Party

c. is obtained by the Receiving Party from a third party (other than a person or entity acting on behalf of or who is an affiliated entity of the Disclosing Party) who the Receiving Party has no reason to believe is not lawfully in possession of the Information and who the Receiving Party has

no reason to believe is in violation of any contractual, legal or fiduciary obligation to the Disclosing Party with respect to the Information

- d. is independently developed by the Receiving Party without the benefit or use of any Information received hereunder
- e. is agreed to by the Disclosing Party to be made public
- f. is required by the appropriate regulatory or judicial authority to be disclosed by law in accordance with a fully adjudicated order and is not subject to further protection or ongoing confidential treatment pursuant to that fully adjudicated order.

iii. If only a portion of the Information falls under one of the above exceptions, then only that portion is excluded from this Agreement. If the Receiving Party is required by any statute, regulation, rule, ordinance or request of a governmental body or a request of an opposing party in any action before any governmental body to disclose Information received under this Agreement, the Receiving Party shall promptly notify the Disclosing Party in writing, so the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order, Receiving Party is nonetheless legally compelled to disclose any portion of the Information, it may do so without liability so long as such disclosure is limited to the information legally required to be disclosed.

d. **Purpose** means to disclose certain Information for submission of a proposal on the Municipal Court Management Software System. ("Project").

e. **Representative** means any officer, director, employee, agent or consultant of a party.

2. **Purpose.** The City may exchange certain Information which is proprietary or confidential to such party for the Purpose in oral, written, printed or electronic form. The Receiving Party will hold the Information it receives in confidence and must use it only for the Purpose.

3. **Confidential.** Information the Disclosing Party provides to the Receiving Party is confidential and proprietary. The Receiving Party agrees to hold in confidence Information received from the Disclosing Party and at Receiving Party's own expense must use the best commercially-available security technology and techniques according to industry best practices and standards, policies and procedures, including those relating to fraud prevention and detection and any other inappropriate system and network use or access to prevent the disclosure of such Information.

4. **Disclosure.** The Receiving Party will disclose Information only to its representatives having reason to know it for the Purpose and who are advised by the Receiving Party that the Information is confidential and is not to be disclosed to third parties and only used for the Purpose.

Contract No.
City of College Station
Non-Disclosure Agreement

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5. Data Removal. At the City's request upon Agreement expiration or termination, the Receiving Party must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Receiving Party's servers to the extent possible based on the then-current technology available. Receiving Party must provide the City a written and signed statement confirming data has been removed, deleted, purged, overwritten or otherwise rendered inaccessible.

6. Warranty. The Information is provided on an "AS IS" basis. THE DISCLOSING PARTY DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE TO THE RECEIVING PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE INFORMATION.

7. Rights to Information. The Disclosing Party retains all rights, title and interest in and to the Information. Upon the Disclosing Party's request, the Receiving Party shall return the Information to the Disclosing Party or destroy the Information upon completion of the Purpose or upon the termination of this Agreement.

8. Copyright. All rights acquired under the patent or copyright laws of the United States or of a foreign country with respect to Information are hereby expressly reserved to the owner of such Information. Nothing in this Agreement shall be construed as granting a license, expressed, implied, or otherwise, for any invention, discovery or improvement made, conceived or acquired before, on or after the Effective Date of this Agreement. The disclosure of Information shall likewise not be construed as any representation, warranty, assurance, guaranty, or inducement by the Disclosing Party with respect to infringement of any patent or other proprietary right.

9. Breach of Contract. If the Receiving Party breaches this Agreement, the City will be entitled to an injunction restraining the breaching party from disclosing or making unauthorized use of any Information, in addition to all other available remedies in law or equity. The Receiving Party further waives any requirement that the Disclosing Party post a bond in connection with obtaining any such equitable relief, and agrees that any violation of this Agreement may cause irreparable injury or harm to the Disclosing Party.

10. Term. This Agreement is effective for two (2) years after the Effective Date. The City may terminate this Agreement at any time for convenience. In the event of such termination, the City will notify the Receiving Party in writing and the Receiving Party shall cease work immediately.

11. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, County of Brazos, without regard to any conflicts or choice of law principles that might otherwise apply.

12. Amendment. This Agreement may only be amended by written instrument approved and executed by the parties.

13. Assignment. Neither party shall assign or in any manner transfer its interest in or obligations under this Agreement without the written consent of the other party.

14. Entire Agreement. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by all parties. This Agreement shall not be assignable by any party, and no party may delegate its duties under this Agreement without the prior written consent of the other party. In no event will the failure of either Party to object to any unauthorized disclosure or use of Information, or to enforce any provision of this Agreement, operate as a modification of this Agreement or as a waiver of its provisions with respect to any past, present, or future unauthorized disclosure or use.

15. Notice. Any official notice under this Agreement will be sent to the following addresses:

CITY OF COLLEGE STATION

Attn: Lisa Davis
P. O. BOX 9960
1101 Texas Ave
College Station, TX 77842
ldavis@cstx.gov

RECEIVING PARTY

Attn: Corey Labor
1930 Village Center Circle
Suite 3-704
Las Vegas, NV 89134
clabor@originutility.com

16. Invalid Provisions. If any provision is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Waiver of Terms. No waiver or deferral by either party of any Agreement term or condition shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

18. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of both parties, their heirs, legal representatives, successors and assigns.

19. Agree to Terms. The parties state they have read the Agreement terms and conditions and agree to the Agreement terms and conditions.

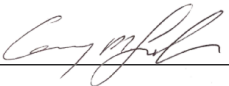
20. Effective Date. The Effective date is the date of the last party executing the Agreement making it fully executed.

Contract No.
City of College Station
Non-Disclosure Agreement

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RECEIVING PARTY

By: 

Printed Name: Corey Labor

Title: Vice President

Date: 07/07/2021

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Response Indicators: When providing responses to the requirements in Exhibit A, Part 1 , proposers shall use the following response indicators:				
S: Feature/Function is included in the current software release.		T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.		
F: Feature/Function will be available in a future software release.				
C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.				
N: Feature/Function cannot be provided.				
Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
IT Requirements				
General Technology Requirements				
1	The system should support Active Directory integration to provide the end user with a single-sign on experience.	Required	S - Included now	
2	The vendor must use best practices for system upgrades and upgrades, including a clear path to perform a control test before applying/releasing maintenance upgrades or upgrades and perform validation tests.	Required	S - Included now	
3	The system should be able to be updated in such a way that does not require extensive end user testing.	Required	S - Included now	
4	System updates and upgrades should be able to be deployed remotely or pushed out to workstations (if applicable).	Required	S - Included now	
5	Any technical support for system updates and upgrades should be provided for by the annual maintenance and support fees.	Required	S - Included now	
6	The vendor should provide a guarantee that the system and its components will be directly supported for a period of at least seven (7) years. If support is withdrawn during this period, a replacement solution should be provided with equivalent functionality at no cost to the City.	Required	S - Included now	
7	The system and its components should be certified compatible with all the Microsoft supported operating systems for a minimum of three (3) years) from end of life (as defined by Microsoft).	Required	S - Included now	Assuming that a supported browser is used.
8	The system and its components should be supported in multiple and current web browsers, including City of College Station IT standard browsers, Google Chrome and Microsoft supported browsers.	Required	S - Included now	
9	The system and its component should be compatible and meet all City of College Station Information Technology system standards. Current system standards: Windows Server 2012 and higher, SQL Server 2012 and higher, Windows 10 Professional, and Office 365.	Required	S - Included now	
10	Software vendor must be willing and able to provide 24/7/365 software support.	Required	S - Included now	
General Interface Requirements				
11	Provide a download of daily billing transaction accounting data that can be manually batch loaded into the Munis general ledger system by City Finance. Please describe.	Required	S - Included now	General ledger extract can be produced daily. Formatted to the published specifications of the general ledger system.
12	Provide a download of daily cash transaction accounting data that can be manually batch loaded into the Munis general ledger system by City Finance. Please describe.	Required	S - Included now	Daily cash transaction extract can be produced daily. Formatted to the published specification of the general ledger system.
13	Provide real-time API interface for Paymentus bill payments services portal.	Required	S - Included now	Origin would like the City to consider replacing Paymentus for better value at a lower cost.
14	The new system should have the ability to mass download meter readings to a flat file (csv or fixed width) to provide these previous reads to our meter reading vendor	Required	S - Included now	
15	The new system should have the ability to mass upload meter readings (including current reading, read date, read time, previous reading) from a flat file (csv or fixed width)	Required	S - Included now	
16	The new system should have the ability to mass upload meter inventory (including meter number, manufacturer, model number, serial number) from a flat file (csv or fixed width)	Required	S - Included now	
17	The new system should have the ability to perform a mass meter exchange (replacing existing meter numbers with new meter numbers for multiple locations along with an "out" and "set" meter reading) from a flat file (csv or fixed width)	Required	S - Included now	
18	Must successfully integrate, in real time or near real time, with Meter Operational Data Management System (MODMS).	Required	S - Included now	
Other IT Accomodations				
19	Provide equipment interface with various office devices: ID swiper, scanner, credit card machine, receipt printer, laser printer, ...	Required	S - Included now	
20	Requires users to establish user name and password prior to use	Required	S - Included now	
21	Provide the ability to create customized reports without vendor involvement that are viewable/printable and publishable in image (pdf, tiff) or data (excel, word, ...) formats	Required	S - Included now	
22	Admin and User Training should be provided	Required	S - Included now	
Security				
23	Internet access to system is conducted through SSL, HTTPS protocol, using TLS 1.2 and 256 bit encryption methodology	Required	S - Included now	
24	The software will not require local administrators rights in order to run. If elevated permissions on specific folders or registries are necessary those must be identified.	Required	S - Included now	
25	Security control settings can be customized using individuals, roles or groups, based on predetermined access levels and operational needs	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
26	Application access is based on individual user ID and password. Set password policies and change frequencies (active directory integration compatibility strongly preferred)	Required	S - Included now	
27	Application tracks unsuccessful log on attempts. Capability of notifying too many failed log on is preferred. Lock application account after continuous failed log on (i.e. after n attempts) is preferred.	Required	S - Included now	
28	Access to sensitive information such as social security numbers, banking information, etc., can be limited based on operational needs.	Required	S - Included now	
29	Sensitive data is encrypted both at rest and in transit	Required	S - Included now	
30	Audit trails are available, accessible and cannot be altered. Please briefly summarize.	Required	S - Included now	Audit is configured at a table/field level as well as by type of transaction (Add, Change, Delete). This information is stored in a database table with online views available. The audit table is not able to be updated.
31	City of College Station Security Requirements shall be met. Security Requirements available in the TECHNOLOGY SERVICE CONTRACT document named as "Technology Services FORM.pdf", section "ARTICLE X: TECHNOLOGY REQUIREMENTS"	Required	S - Included now	
General Functionality				
32	The system provides Service Order functionality for connects, disconnects, etc. Please briefly describe.	Required	S - Included now	Service Orders generated in C2M are sent to MobileLite for dispatching and real-time completion in the field.
33	Vendor should describe how PCI-DSS compliance is maintained. Vendor should identify all PII data that system can safeguard.	Required	S - Included now	No PCI-related data is stored in Origin's solution. Credit card information is securely managed by Chase, and tokens exchanged with OCX.
34	The system has the ability to protect from public access an individual's personal information as requested (and in accordance with Texas State Public Information Act), including but not limited to: their name, address, phone number, email and family information.	Required	S - Included now	
35	The system has the ability to support quick entry of data via word completion capabilities, with override available, when entering data in system (i.e., predictive text).	Desired	T - 3rd party	This possibly can be satisfied with a browser extension.
36	The system has the ability to display keyed data in all capital letters, no matter how the data was keyed.	Required	T - 3rd party	This possibly can be satisfied with a browser extension.
37	The system has the ability to restrict options on certain fields to items within a drop-down list (e.g. customer type codes, rate codes, etc.).	Required	S - Included now	
38	The system has the ability to provide a Mass Modify tool accessible by a system administrator to make specific or global edits to data (e.g. reassign all incidents from one resource to another resource).	Required	S - Included now	Limited mass update capabilities exist. Global mas-update is not available to preserve the integrity and auditing of the application.
39	The system has the ability to provide a mobile interface or ability to interface with third party software for mobile dispatching to be used by employees working in the field on Electric, Solid Waste, and Water service orders.	Required	S - Included now	MobileLite is being proposed.
40	The system has the ability to integrate with ESRI ArcGIS. Please briefly explain.	Required	S - Included now	ArcGIS maps are invoked to show service location details. Upon creation of a new service in GIS, an interface typically creates the corresponding service in C2M with a foreign key link to ESRI data.
41	The system has the ability to black-out dates (ex: weekends & holidays, and other dates as specified by user) during which service orders cannot be executed.	Required	S - Included now	Work calendars may be configured.
	The system has the ability to develop, customize, and maintain up to 99 different interaction templates or scripts for different interaction types; including but not restricted to:			
42	• Service Requests;	Required	S - Included now	
43	• Other, user-defined.	Required	S - Included now	
44	The system has the ability to define data elements or fields that are mandatory or optional within scripts (e.g., address, name).	Required	S - Included now	
45	The system has the ability to automatically assign a unique tracking number for each interaction.	Required	S - Included now	
46	The system has the ability to automatically assign a date and time stamp for each interaction and all subsequent updates.	Required	S - Included now	
47	The system has the ability to retain and display (under user control) at least 4 years of billing and collection history on-line in 'Live' database, preferably an unlimited number of years. Please comment.	Required	S - Included now	Origin will monitor database size and make recommendations for archive/purge after 5 years.
Customer Account and Location Management				
48	The system has the ability to support an unlimited number of customers.	Required	S - Included now	
49	The system has the ability to support an unlimited number of service locations (locations).	Required	S - Included now	
50	The system has the ability to EXACT VALUE search for customer information by customer id, location id, customer name, street address, phone number, driver license number, social security number, email address, DBA, etc. For any non-numeric search, system will provide list of available choices for criteria being searched if an exact match is not found. *** City prefers a service location numbering format of CS-EL-#####-### where CS is fixed, EL is type of service, six digit location ID ending in an odd number, and three digit sequence number. Please comment on ability of system to accommodate this preference	Required	S - Included now	An additional geographic ID may be configured on the C2M service in the format described.
51	The system has the ability to WILDCARD search for customer information by customer id, location id, customer name, street address, phone number, driver license number, social security number, email address, DBA, etc. For any non-numeric search, system will provide list of available choices for criteria being searched if an exact match is not found.	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
52	The system has the ability to provide a customer overview screen displaying all customer information, including read history, billing history, payment history, notes, pending activity, account balance (in real time), and confidential accounts.	Required	S - Included now	
53	Software should track customer classification and type of services provided.	Required	S - Included now	
54	The system has the ability to allow duplicate accounts to be manually selected and merged into a single account.	Required	S - Included now	
55	The system has the ability to provide accounts with multiple mailing addresses (winter & summer, Primary and Secondary) that will be used based on date ranges.	Required	S - Included now	
56	The system has the ability to allow new service locations to be created without a service address(e.g., lot and block numbers only, for example: median strips).	Desired	S - Included now	
57	The system has the ability to search for accounts by parcel ID (PIN).	Desired	S - Included now	
58	The system has the ability to search for accounts by meter ID, meter route and solid waste route.	Required	S - Included now	
59	The system has the ability to integrate with Esri ArcGIS.	Desired	S - Included now	
60	The system has the ability to integrate with the City's ElectSolve Meter & Operational Data Management systems by IPKeys Power Partners.	Required	S - Included now	
61	The system has the ability to interface with Landis & Gyr AMI RF Gridstream Command Center. Briefly describe capabilities. System can import L&G meter manufacturer file (MMF) into the CIS meter inventory module through interface, to add new meters to inventory. Please comment.	Required	S - Included now	Meters may be added via a file-based interface.
62	The system has the ability to link assets to a location, for example solid waste containers, meters. Can link one location to many assets (e.g. refuse containers), and one asset to many locations.	Required	S - Included now	
63	The system has the ability to associate a landlord, property management, leasing and owner with every account (multiple contact options per unique location).	Required	S - Included now	
64	The system has the ability to research account details and perform account adjustments, for example remove late fees, adjust deposits off, etc...all with history of what, who, when.	Required	S - Included now	
65	The system has the ability to track utility read routes/sequences, including tracking of directions and GPS coordinates and written description of meter location.	Required	S - Included now	
66	The system has the ability to view a "Change History" of records changed by internal staff and/or customer. This history needs to be available throughout the system -- customer, service location, rates, services, autopay enrollment, account status, e-notification enrollment, etc., etc. This history needs to be easily viewed by all access levels.	Required	S - Included now	
67	The system has the ability to attach document images to an account. Example documents include: lease, W2, applications for service, JPEGs,	Desired	S - Included now	
68	Ability to store whether meter is remote connect/disconnect capable	Required	S - Included now	
69	Billing specific comments and notes (unlimited);	Required	S - Included now	
70	The system has the ability to define permanent due dates by groups of accounts where permanent due dates are not overridden by the current billing cycle due date (i.e., cycle bill due date of the 15 th , but customer has permanent due date of the 30 th).	Required	S - Included now	
71	The system has the ability to identify accounts related to a water conservation program, energy rebate programs or initiative. Please comment on ability to retain rebate participation history.	Desired	S - Included now	C2M includes a configurable conservation module for tracking these types of programs.
72	The system has the ability to warn when multiple active customers exist on the same property.	Desired	S - Included now	
73	If multiple customers on single location then need ability to flag service on one customer to indicate the service cannot be assigned to any other customer on same location.	Desired	S - Included now	
74	The system has the ability to delineate tenant and third-party relationships. Allows user to specify that multiple people to receive the bill and delinquency notices.	Required	S - Included now	
75	The system has the ability to reinstate an inactive account.	Required	S - Included now	
76	The system has the ability to maintain inactive accounts on-line for an indefinite period of time.	Required	S - Included now	
77	The system has the ability to change account status to 'off' or inactive, but with past due amount. In addition, deposits would be adjusted off the account by crediting the deposit amounts that have been paid and adjusting off any amount that has not billed. (This is when the account does not actually go through final billing)	Required	S - Included now	These actions occur automatically without any user intervention.
78	The system has the ability to adjust off deposits and/or apply the deposit to the account when going through final billing.	Required	S - Included now	
79	The system has the ability to inactivate all services at once when an account is being closed out rather than having to close each service individually.	Required	S - Included now	
80	The system has the ability to allow the addition and reassignment of cycles and routes without affecting the customer or location identification numbers.	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
81	The system has the ability to provide a customer master screen, with the ability to display multiple utility accounts and multiple addresses per customer account.	Required	S - Included now	
82	The system has the ability to support mass changes to accounts due to the deletion of a cycle, the merging of existing cycles, or moving a sub-segment of a cycle to another. Changes must not be allowed when customer/location is in billing process.	Required	S - Included now	
83	The system has the ability to mass add and/or change accounts. Examples include: mass adding or removing email addresses associated with e-notification; mass adding or removing auto leave on, etc.	Required	S - Included now	Limited mass update capabilities exist. Global mas-update is not available to preserve the integrity and auditing of the application.
	Ability to assign attributes, or otherwise flag customers (CUST), locations (LOC) or combination of the two (BOTH) in order to influence system functionalities or system features available for use on a customer, location, or combination of the two.			
84	(CUST) Inside Versus Outside City Limits: Billed differently Can this informatin be saved at a service level. Example: Can sewer service be flagged as outside city limits while one or more other services are flagged as inside city limit? Please comment. Does system provide a field for service provider? Example: We have some customers that receive water from Wellborn SUD, an independent third-party. Does system provide customer/service level field for us to indicate that water is provided by Wellborn SUD?	Required	S - Included now	City limits may be defined either at the Premise or Service Point level. A Service Provider may be configured on the Service Point. Additionally, a different Service Point type may be configured for Wellborn SUD.
85	• (LOC) Dwelling types (Commercial, Residential):	Required	S - Included now	
86	• (LOC) Bill Cycles and Routes: for billing purposes	Required	S - Included now	
87	• (CUST) Credit Collections Exempt: Ignore customer for collections purposes/late charges	Required	S - Included now	
88	• (CUST) Tax Exempt (state, city, etc.): Do not charge customer tax	Required	S - Included now	
89	• (CUST) Cash Only: Restrict customer from making check payments	Required	S - Included now	
90	• Bad address: Customers with bad mailing address from Satori Capture that need to be fixed. Also, automatically puts in a pull code until reviewed/resolved. Also, need to have an option to send anyways if determined by user to be okay.	Required	S - Included now	
91	• (CUST) No Bill: Do not send the customer a bill (e.g. Bankruptcy)	Required	S - Included now	
92	• (CUST) Web Account: Customer has web account, customer/account data becomes accessible via the customer web portal	Required	S - Included now	
93	• (CUST) Paperless Billing: Do not produce a paper bill, only a PDF to go to the web	Required	S - Included now	
94	• (CUST) Permanent Pull Codes: Pull bill to go to specific user, instead of going to the customer, until changed by user	Required	S - Included now	
95	• (CUST) Temporary Pull Codes: Pull bill to go to specific user, instead of going to the customer, one time and then system automatically clears the pull code	Required	S - Included now	
96	• (CUST) Duplicate Bill: Send two bills (second bill may get mailed to a different address and is charged a fee unless it is a closing bill which should have a designation to go to a closing agent)	Required	S - Included now	
97	• (CUST) Referred to collection: Indicator that customer has been sent to collections	Required	S - Included now	
98	• (CUST) Bankruptcy: Indicator that customer has filed bankruptcy and restricts what actions can be completed on customers account	Required	S - Included now	
99	• (CUST) Deposit: Indicates that customer has a deposit on their account, and used for reporting	Required	S - Included now	
100	• (CUST) Credit Collections Lock: Example: Do not turn on water until customer pays	Required	S - Included now	
101	• (LOC) Water Lock: Do not turn on water until leak or other water problem is resolved	Required	S - Included now	
102	• Building Gone: Do not show on error reports except for consumption monitoring	Required	S - Included now	
103	• (CUST) Closing: Stops any late charges for one month	Required	S - Included now	
104	• (LOC) Sewer Only: Rate set based on avg consumption provided by customer one time.	Required	S - Included now	
105	• (BOTH) User defined flags/designations for reporting purposes	Required	S - Included now	
	The system has the ability to collect information for customer (CUST), location (LOC) or combination of the two (BOTH) that is used to identify unique billing entities for billing services, and includes the following data elements:			
106	• (CUST) Customer accounts should be assigned sequential odd numbers, and service location accounts assigned sequential even numbers.	Required	S - Included now	Alternate numbers following the criteria described in the requirement may be added to the account.
107	• (CUST) Account Number	Required	S - Included now	
108	• (CUST) Account Name	Required	S - Included now	
109	• (CUST) DBA	Required	S - Included now	
110	• (CUST) Local Name	Desired	S - Included now	
111	• (CUST) Spouse Name	Required	S - Included now	
112	• (CUST) Third-Party Names	Required	S - Included now	
113	• (CUST) SSN or Federal ID Number	Required	S - Included now	
114	• (CUST) Drivers License Number	Required	S - Included now	
115	• (CUST) Drivers License State	Desired	S - Included now	
116	• (CUST) Date of Birth	Desired	S - Included now	
117	• (CUST) Passport or Other ID Number	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
118	• (CUST) Security Identifier (PIN)	Required	S - Included now	
119	• (CUST) Home Phone Number	Required	S - Included now	
120	• (CUST) Mobile Number (at least two)	Required	S - Included now	
121	• (CUST) Other Phone Number (at least two)	Required	S - Included now	
122	• (CUST) Business Number	Required	S - Included now	
123	• (CUST) Web Address	Required	S - Included now	
124	• (CUST) Email Address	Required	S - Included now	
125	• (CUST) Billing Address Line 1	Required	S - Included now	
126	• (CUST) Billing Address Line 2	Required	S - Included now	
127	• (CUST) City	Required	S - Included now	
128	• (CUST) State	Required	S - Included now	
129	• (CUST) Country	Required	S - Included now	
130	• (CUST) Zip Code (zip plus 4)	Required	S - Included now	
131	• (CUST) Account Type - Residential, Commercial, etc.	Required	S - Included now	
132	• (CUST) Establish Date	Required	S - Included now	
133	• (CUST) Disconnect Date	Required	S - Included now	
134	• (CUST) Last Bill Date	Required	S - Included now	
135	• (CUST) Past Due Notice override with proper authorization;	Required	S - Included now	
136	• (CUST) Shut Off Notice override with proper authorization;	Required	S - Included now	
137	• (CUST) Final bill indicator;	Required	S - Included now	
138	• (LOC) Tap date;	Required	S - Included now	
139	• (LOC) Tap size;	Required	S - Included now	
140	• (CUST) Customer Initiation (or connection or start) Date;	Required	S - Included now	
141	• (LOC) Service Initiation Date (when individual service on an account was started);	Required	S - Included now	
142	• (BOTH) Customer type (residential, commercial, multi-family, church, school, hospital, wholesale, government, or others user configurable, etc.);	Required	S - Included now	
143	• (CUST) Billing/Consumption/Usage/Adjustment/Collection History;	Required	S - Included now	
144	• (CUST, LOC) Tax ID/Parcel Number;	Required	S - Included now	
145	• (BOTH) Comments/Notes (unlimited);	Required	S - Included now	
146	• (LOC) Meter size;	Required	S - Included now	
147	• (LOC) Meter type;	Required	S - Included now	
148	• (CUST, LOC) Meter Reader Instructions (32 characters minimum);	Required	S - Included now	
149	• (LOC) Meter Number (with ability to assign multiple meters per account);	Required	S - Included now	
150	• (LOC) Remote Location Description (unlimited);	Required	S - Included now	
151	• (LOC) Municipal jurisdiction	Required	S - Included now	
152	• (LOC) CCN Area (Certificate of Convenience and Necessity)	Required	S - Included now	
153	• (LOC) ETJ (Extra Territorial Jurisdiction) identifier	Required	S - Included now	
154	• (LOC) Water Source identification code	Required	S - Included now	
155	• (LOC) Substation identification code	Desired	S - Included now	
156	• (LOC) Facility/Asset ID	Required	S - Included now	
157	• Parcel ID	Required	S - Included now	
158	• Service numbers (for each available service)	Required	S - Included now	
159	• Electric node	Desired	S - Included now	
160	• Commercial storm water, based on building square footage times a per 1,000 sqft rate.	Required	S - Included now	
The system has the ability to configure user-defined tiered water rates for any account type, with rates per 1,000 gallons based on usage:				
161	For example: Tier 1 1,000-10,000 gallons = \$2.26 per 1,000 gallons Tier 2 11,001-15,000 gallons = \$2.94 per 1,000 gallons Tier 3 16,000-20,000 gallons = \$3.61 per 1,000 gallons Tier 4 21,000-25,000 gallons = \$4.28 per 1,000 gallons Tier 5 26,000-above gallons = \$4.96 per 1,000 gallons	Required	S - Included now	
The system has the ability to support the following electric specific rates:				
162	• KW usage	Required	S - Included now	
163	• Time of Use (TOU)	Required	S - Included now	
164	• KWH	Required	S - Included now	
165	• KVA	Required	S - Included now	
166	• KVAR	Required	S - Included now	
167	• KVARH	Required	S - Included now	
168	• CKWH - credits from net meter, metered usage versus solar panel generated fed to the grid Rather than a single net meter, does the system, use two meters for solar, one for solar and the other for consumption? What rate is used for the credit rate? Please comment.	Required	S - Included now	C2M supports using two meters, or a single meter with channels differentiating between generated and received electricity. The City determines the rate to use for the credit through configuration.
169	• Average power factor adjustment (delivery) charge (based on KVARH and KWH)	Required	S - Included now	
170	• Time of Use rates - ability to track usage during peak time periods and off-peak time periods, and bill each usage quantity at appropriate peak or off-peak rate.	Required	S - Included now	
171	• Ratchet rates (distribution demand charge)	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
172	Fixed usage rates (e.g., street lights based on number of light units, wattage, and hours of darkness)	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
173	• Other user defined billing criteria. Please provide explanation of the functionalities.	Required	S - Included now	C2M includes a world-class rating engine used by some of the worlds largest electric utilities. If you can think of it, C2M can bill for it.
Meter Reading				
174	System provides ability to enter meter reading data through data entry screens, from hand held devices, AND automated meter reading system (ElectSolve MODMS).	Required	S - Included now	C2M can be integrated directly with the City's AMI Head End Systems, thereby eliminating the need for a separate MDM application. Origin is happy to discuss this option with the City.
175	Maintain meter readings and dates independent of customer or account changes.	Required	S - Included now	
176	Ability to freetext describe location of meter at the service location.	Required	S - Included now	
177	Ability to view history of all meters that have been installed at a service location.	Required	S - Included now	
178	Ability to define meter read types (AMI vs manual, actual vs estimated, etc.).	Required	S - Included now	
179	Ability to estimate reads based on user defined history preferences.	Required	S - Included now	
180	Ability to graphically display consumption history for an account.	Required	S - Included now	
181	Ability to display average consumption by month and day for an account.	Required	S - Included now	
182	The system has the ability to have multiple meters associated with the same customer/location (address).	Required	S - Included now	
The system has the ability to track the following for installed meters:				
183	• The system has the ability assign multiple accounts to a master account to create one consolidated bill, and provide a detailed breakdown for each account (i.e., consumption, location, total usage, etc.). Please provide example bill.	Required	S - Included now	Refer to Multi-Account Bill.pdf, attached as a separate document, for a sample of a statement for multiple accounts.
184	• The system has the ability to print out and manage a detailed cycle/route report for meter routes that details the meter sequence per route and includes location account information.	Required	S - Included now	
185	• The system has the ability to inquire meter history by meter number, remote ID number, account number (customer) or service address (location).	Required	S - Included now	
186	• The system has the ability to handle meter rollovers/turnovers.	Required	S - Included now	
187	• Meter number or dials and necessary reading component to allow billing in 1000 gallons;	Required	S - Included now	
188	• Last Read Date;	Required	S - Included now	
189	• Current/Last read;	Required	S - Included now	
For electric service, The system has the ability to capture and bill the following units for electric service:				
190	• KWH	Required	S - Included now	
191	• KW demand	Required	S - Included now	
192	Please comment on which units of measure can be used in system • KVAR • KVARh • KVARh rec • KVAR TOU multiple rates	Desired	S - Included now	All are supported
193	• Time of Use 1. How many separate TOU rates can system accommodate? For example, can we have one rate for schools and a different rate for churches? 2. Does system capture dates and times of peak KW? 3. Does system support tiered TOU rates?	Required	S - Included now	1. An unlimited number of TOU rates are supported. 2. Dates and times of peak kW may be captured 3. Tiered TOU rates are supported
194	• Interval data (e.g., 15 minutes) 1. Can interval periods be set at individual customer level?	Required	S - Included now	Interval Periods (TOU map) may be customer-specific.
195	• Solar Meters – 2 registers (one to register actual usage and one to register generated fed back into the grid). Bill net amount due, or net credit due.	Required	S - Included now	
196	Ability to interface with ElectSolve MDM. Export data to the MDM and import data from the MDM. 1. Does system provide SSO access from MDM to CIS?	Required	S - Included now	Two way interface with MDM is supported. SSO is supported, but may incur additional costs depending upon capabilities of ElectSolve.
197	The system has the ability to create an interface file for downloading to an external meter reading system. In addition to the meters needing to be read, this file would contain notes, meter location, etc.	Required	S - Included now	
198	The system has the ability to receive an "Alexander" water meter reading interface file and electric consumption meter reading data from the MDM for uploading. In addition to the meter readings, this file would contain notes, new meters found in field, etc. from the meter readers.	Required	S - Included now	
199	The system has the ability to display current and previous meter reading dates.	Required	S - Included now	
200	The system has the ability to display current and previous meter reading values.	Required	S - Included now	
201	The system has the ability to automatically create service orders from meter reading trouble codes.	Required	S - Included now	
202	The system has the ability to provide a user-defined criteria for high and low consumption reads.	Required	S - Included now	
203	The system has the ability to provide a user-defined criteria for seasonal weighting of estimated usage.	Required	S - Included now	
204	The system has the ability to allow (with proper security) meter readings to be changed with change history captured.	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
205	The system has the ability to upload "free form comments" from a handheld and store the comments in association with a service location in chronological order.	Required	S - Included now	
206	The system has the ability to accept and record multiple time-stamped meter readings for the same date. Used for time of use billing.	Required	S - Included now	
207	The system has the ability for manually entered reads to allow the entry of the read date and time	Required	S - Included now	
208	The system has the ability of changing a cycle and /or route number from the old to the new for all the service addresses in that cycle/route (mass route change).	Required	S - Included now	
209	The system has the ability to schedule an optimum reading sequence for all routes in the system based on user-defined parameters (e.g., bi-monthly, monthly, etc.).	Required	S - Included now	
Meter Inventory Management and Misc. Meter Information				
210	System provides ability to enter and maintain a numeric meter multiplier factor on every meter. This factor is used in billing process to calculate billable usage based on metered consumption.	Required	S - Included now	
211	The system has the ability to create/update Meter numbers. 1. Can system import MMF data from L&G?	Required	S - Included now	
212	• Active/inactive/retired/in stock;	Required	S - Included now	
213	• Age/installed date;	Required	S - Included now	
214	• Meter pulled out of service date; and	Required	S - Included now	
215	• Automated meter reading device attached.	Required	S - Included now	
216	Ability to define and add, change and delete an unlimited number of meter types.	Required	S - Included now	
217	Ability to maintain an unlimited number of meters.	Required	S - Included now	
218	Ability to identify a meter by type, size, serial number, manufacturer, location, install date, and test date.	Required	S - Included now	
219	Ability to handle single solar meter number with separate return and delivery reading.	Required	S - Included now	
220	Ability to record unlimited number of notes for a meter	Required	S - Included now	
221	The system has the ability to perform mass meter exchanges. For example: The water department changes out 300 meters. The ability to remove the old meter and add the new meter (along with corresponding readings) in mass.	Required	S - Included now	Best solved with a file import.
222	The system has the ability to mass add meters to inventory, including lat/long, radio #, etc.	Required	S - Included now	Best solved with a file import.
Billing Management				
223	For consumption based services system can use meter multiplier factor saved in meter information to calculate billable usage based on metered consumption.	Required	S - Included now	
223	The system must be capable of registering Initial and Final readings via a file from the MDM to the billing system.	Required	S - Included now	
224	The system has the ability to produce a detailed billing register identifying all charges by account.	Required	S - Included now	
225	The system has the ability to produce a summary billing register detailing charges by service, rate, company and area.	Required	S - Included now	
226	The system has the ability to produce a summary billing register detailing charges by general ledger number.	Required	S - Included now	
227	The system has the ability to create a billing edit report.	Required	S - Included now	
228	Supports single or multi cycle billing system	Required	S - Included now	
229	Allows printing of multiple cycles in one billing run.	Required	S - Included now	
230	Generates one utility bill covering all services and charges, and itemizes charges separately.	Required	S - Included now	
231	Ability to send automated email or text communications to customer based on city defined parameters (delinquent accounts, late payment notices or shut off notices.	Required	S - Included now	
232	Provides user defined free form message on bills.	Required	S - Included now	
233	Ability to send bills or messages to customer phones or mobile devices via SMS or email.	Required	S - Included now	
234	Capable of including, but not limited to, the following information on the bill: billing date, account number, service periods, current meter reading, prior meter reading, consumption billed, itemized charges, balance forward, amount due, due date, numerical and graphical prior same period usage and average gallons per day	Required	S - Included now	
235	Ability to calculate Solid Waste utility based on can size, number of cans, number of pickups per weeks, residential versus commercial, landfill tonnage, pull fees, rental, contamination fee, miscellaneous, and taxes.	Required	S - Included now	
236	Ability to charge add on fees (dumpsters, roll offs, large items, landfill tonnage, pull fees, rental, contamination fee, miscellaneous, and taxes)	Required	S - Included now	
237	Generates a return stub so that cash receipts can be read with an optical character reader, scanning the account and amount.	Required	S - Included now	
238	Ability to view and reprint a past bill at any time	Required	S - Included now	
239	Produces final notices	Required	S - Included now	
240	Ability to produce statements for customers with multiple utility accounts	Required	S - Included now	
241	Ability to sort bills by zip plus four and include intelligent mail barcode to take advantage of postage discounts.	Desired	S - Included now	Many customers outsource bill printing and delivery to third parties.
242	Ability to export bills to a file for 3rd party printing	Required	S - Included now	
243	Allows printing of third party (dual notification) bills during bill run	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
244	Ability to not print a paper bill and email the bill to the customer (and up to four additional email addresses) or an option to both print and email	Required	S - Included now	
245	Ability to maintain multiple email accounts.	Required	S - Included now	
246	The system has the ability to support production of and receipting of utility bills using bar code scanning.	Desired	S - Included now	
247	The system has the ability to provide graphic display of usage history per account.	Required	S - Included now	
248	The system has the ability to perform "what if" billing calculations scenarios.	Desired	S - Included now	
249	The system has the ability to perform meter estimates and report on meter estimates.	Required	S - Included now	
250	The system has the ability to estimate a utility bill based on criteria established by the City (i.e.: on the average consumption over a user defined number of months or cycles, or using last year's actual for the same period) and shows "Estimate" on the customer's bill.	Required	S - Included now	
251	The system has the ability for a user to enter a manual estimate.	Required	S - Included now	
252	The system has the ability to calculate a credit when previous estimate was more than the actual consumption.	Required	S - Included now	
253	Balanced or Budget Billings -- The system has the ability to process budget billings. Please explain the functionality. Please explain annual settle-up.	Required	S - Included now	Multiple budget plans can be configured per customer class, allowing different rules for Residential vs. Commercial customers. The Budget Plan identifies the budget period true-up length, how much history is required before allowing a budget to be created, and true-up tolerance percent. Settle-up can occur at the end of the budget period, or actual vs. budgeted differences distributed across the next budget year.
254	The system has the ability to provide any customer that has had at least 12 months of utility service at the same location and is not past due on their account, to be eligible to apply for budget billing.	Required	S - Included now	
255	The system has the ability to average the last twelve months bills and begin billing the averaged amount.	Required	S - Included now	
256	The system has the ability to display actual amount, budget amount, and deferred amounts for each month's bill (budget billing history) on one screen.	Required	S - Included now	
257	The system has the ability to change a read and individually rebill or recalculate the bill. In essence, cancel and rebill accounts. Please comment on ability to also do this with budget billings.	Required	S - Included now	This feature is available for accounts that are on budget. This impacts the "actual" charges vs. the budget amount.
258	The system has the ability to create user-defined miscellaneous charges based on account location.	Required	S - Included now	
259	Having the ability to bill at any time after exceptions have been verified/resolved.	Required	S - Included now	
260	System provides a Billing Exception Report that alerts for consumptions that fall outside of the City's user defined exception criteria. Report should include meter info, current and past consumptions, new and previous readings, days between readings, customer ID and locations ID (account number) and meter reader information (including meter reader comments).	Required	S - Included now	An online worklist is provided, linking directly to the related bill.
261	The system has the ability to provide a list that details accounts that have an actual read for the current billing cycle and an estimated read for the prior billing cycle.	Required	S - Included now	
262	The system has the ability to post updates to accounts with new billing information before bills are mailed (e.g., amount due, reads, dates, etc.).	Required	S - Included now	Amount due is calculated, reads are typically uploaded before bills are calculated, etc.
263	The system has the ability to apply credit and debit adjustments and positive/negative consumption adjustments to accounts anytime during the billing cycle. 1. Can system do this for solar accounts? 2. Can system apply a wholesale rate to solar credits?	Required	S - Included now	Adjustments can be applied anytime during the billing cycle. This includes: 1. Solar Accounts 2. Wholesale rates applicable to solar credits.
264	The system has the ability to report adjustment details including dollar amount, consumption volume (gallons/cubic ft.) and rate/service code.	Required	S - Included now	
265	The system has the ability to enter adjustments to customer accounts (dollar amounts and/or consumption used) and reprint single billing statements reflecting the adjustments made.	Required	S - Included now	
266	The system has the ability to edit reads at any time, before, during, or after billing.	Required	S - Included now	While reads may be edited before billing, Origin prefers that a read be marked as not to be used for billing and another read be entered.
267	The system has the ability to prorate charges for partial billing due to initiation or termination of accounts.	Required	S - Included now	
268	The system has the ability to not prorate charges for cycle bills that are less than 30 or more than 30 days, but will allow for prorating partial billing of initial and final bills.	Required	S - Included now	
269	The system has the ability to print previous period/last year's comparative period consumption and current period consumption on each bill.	Required	S - Included now	
270	Briefly comment on how cycle bill dates are determine, and what frequencies are available.	Required	S - Included now	Bill cycle frequencies are completely configurable. Typically, the frequencies are monthly and quarterly, but outliers include annual, semi-annual, fortnightly, etc. Bill cycles are set against a calendar. Bill cycles do not need to align to frequency, for example a customer may be on a monthly cycle, but have a mixture of quarterly and monthly services.
271	Bills can be based on multiple components (consumption + flat meter charge per meter size per billing cycle prorated for number of days).	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
272	The system has the ability to calculate and print all bills due in a given month, within a single cycle or for all cycles. This process needs to have the ability to be scheduled to run after hours.	Required	S - Included now	
273	City bills based on rate in effect on bill date. Briefly comment on how system handles mid-cycle rate changes. We do not prorate rate increases today, but having the option to do so in the future is desired.	Required	S - Included now	Mid-cycle rate changes may be prorated, configured to use the price in effect at the start of the bill period, or the price in effect at the end of the bill period.
274	City can currently bill summer and winter rates in same bill cycle. Briefly comment on system's ability to do so.	Required	S - Included now	Seasonal pricing is supported. When a season changes during a bill period, the consumption is prorated (based on days) across the two seasons.
275	The system has the ability to flag accounts for sorting associated printed bills as "Pulled" for review by staff before mailing.	Required	S - Included now	
276	The system has the ability to bill services separately for owner versus renter at same location (separate bills). Example: renter pays occupancy related services (water, elect, solid waste, sewer); owner pays property related services (drainage, roadway maintenance).	Required	S - Included now	
277	Bill-in-arrears	Required	S - Included now	
278	Consumption based billing	Required	S - Included now	
279	Time of use based electricity billing 1. How many separate TOU rates can system accommodate? For example, can we have one rate for schools and a different rate for churches? 2. Does system capture dates and times of peak KW? 3. Does system support tiered TOU rates?	Required	S - Included now	1. An unlimited number of TOU rates are supported. 2. Dates and times of peak kW can be captured 3. Tiered TOU rates are supported
280	Flat rate billing	Required	S - Included now	
281	Variable Tiered rate billing	Required	S - Included now	
282	Group Billing - This is master billing, the ability to bill subordinate accounts on one master account.	Required	S - Included now	
283	Interdepartmental Billing. Briefly comment on system's ability to do so and how it works. Can a cancel/rebill be done?	Required	S - Included now	Internal or City accounts may be configured. The accounting offset GL account is shifted from a Receivables account to an Expense account.
284	Miscellaneous or one-time billings and will accommodate multiple lines per bill	Required	S - Included now	
285	Service install or Tap install billings	Required	S - Included now	
286	Multiple Services (water, sewer, reclaimed, electric and more)	Required	S - Included now	
287	Monthly	Required	S - Included now	
288	The system has the ability to support proration of charges during any billing period for single or multiple rate changes.	Required	S - Included now	
289	The system has the ability to accommodate proration by rate type.	Required	S - Included now	
290	The system has the ability to bill one service based on consumption from separate service. Example: water consumption used to determine sewer charge.	Required	S - Included now	
291	The system has the ability to bill consumption based on a system calculated or manually entered consumption value.	Required	S - Included now	
292	The system has the ability to accommodate billing a flat or fixed charge for a service for each billing period.	Required	S - Included now	
293	The system has the ability to accommodate billing a flat or fixed charge for a service multiplied by a fixed or variable quantity (or Factor) figure each billing period.	Required	S - Included now	
294	For consumption based services such as electricity and water system has ability to enter a multiplier factor when meter is assigned to a customer/location, and to use multiplier factors when billing consumption based services such as electric and water.	Required	S - Included now	
294	The system has the ability to accommodate billing a fixed charge based on meter size.	Required	S - Included now	
295	The system has the ability to support the creation of a customizable utility bill format that includes graphics.	Desired	S - Included now	
The system has the ability to generate bills capable of being read via Optical Character Recognition OCR A font. Information must include:				
296	• Account # (whatever combination of information uniquely identifies a customer/service location combination)	Required	S - Included now	
297	• Bill Amount.	Required	S - Included now	
298	The system has the ability to use Zip+4 software for sorting of utility bills by zip code to obtain the best postal rate possible.	Required	S - Included now	
299	The system has the ability to reprint bills from any previous time period.	Required	S - Included now	
300	The system has the ability to e-mail bills (original, re-bills or reprints) in PDF format to customers when requested	Required	S - Included now	Origin discourages emailing a PDF copy of the bill. Email is not a secure delivery mechanism. Origin prefers emailing a notification that the bill is viewable on OCX.
301	The system has the ability to allow the customer to have more than one email address enrolled in e-notification. Example: customer email address and parent's email address both getting a copy of the bill.	Required	S - Included now	
302	The billing system has the ability to print current and/or historical bills in PDF format.	Required	S - Included now	
303	The billing system has the ability to accommodate multiple dates (due and delinquent) per customer bill.	Required	S - Included now	
304	The system has the ability to include total past due on the bills.	Required	S - Included now	
305	The system has the ability to print a budget bill, which includes the budget amount, actual charges, deferred balance, and balance due with late fee.	Required	S - Included now	
306	The system has the ability to bill outside of it's normal cycle, and to cancel/rebill.	Required	S - Included now	
307	The system has the ability to provide general system messages and account specific messages (with support for graphics and text) for printing on bills with the ability to modify those messages for each bill run.	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
308	The system has the ability for accounts that are paying via ACH to still generate a bill with a message indicating a user defined message.	Required	S - Included now	
309	The system has the ability to identify accounts where bills are generated but not printed (i.e., city facility water and electric bills). This feature sometimes is called interdepartmental billing.	Required	S - Included now	A distinct bill route type should be configured for this.
310	The system has the ability to customize the bill print appearance.	Desired	S - Included now	
311	The system has the ability to support 8 ½ x 11 format.	Desired	S - Included now	
312	The system has the ability to support graphic images, shading, bolding and other format features for bill formatting.	Desired	S - Included now	
The system has the ability to support a bill that presents the following data:				
313	• Bill Date	Required	S - Included now	
314	• Bill period for each service	Required	S - Included now	
315	• Previous and Current Meter readings by meter	Required	S - Included now	
316	• Rate Schedule per meter/service	Required	S - Included now	
317	• Rate Description	Required	S - Included now	
318	• Consumption being billed by service	Required	S - Included now	
319	• Meter size per service	Required	S - Included now	
320	• Meter number(s) per service	Required	S - Included now	
321	• Account Name	Required	S - Included now	
322	• Account Address	Required	S - Included now	
323	• Account Number	Required	S - Included now	
324	• Premise Address	Required	S - Included now	
325	• Surcharges, fees, penalties and taxes with descriptions	Required	S - Included now	
326	• Past Due Balance and Cut Off Date message which includes the cut off date	Required	S - Included now	
327	• Previous Balance	Required	S - Included now	
328	• Current Amount Due	Required	S - Included now	
329	• Bill Due Date	Required	S - Included now	
330	• Next meter reading date - system provides ability for user to enter next meter read date for each Cycle. Next read date displayed in message box on bill.	Required	S - Included now	
331	• Consumption History Graph by service	Required	S - Included now	
332	• Budget Bill Amount, along with actual charges, and deferred balance	Required	S - Included now	
333	• Subtotal by service	Required	S - Included now	
334	• Bill Messages, freeform, 5-6 lines, 72 characters per line	Required	S - Included now	
335	• Scan Line	Required	S - Included now	
336	The system has the ability to support different bill formats that can be defined for different kinds of bills, regular bills, final notices, etc.	Required	S - Included now	
337	The system has the ability to generate final bill, once the date and final read is entered, at any point during the billing cycle.	Required	S - Included now	
338	The system has the ability to detail unpaid charged amounts and penalties on a Final Bill.	Required	S - Included now	
339	The system has the ability to perform write off processing for accounts finalized and uncollectable by final date.	Required	S - Included now	
340	The system has the ability to automatically reinstate owner/landlord as the responsible party for all services upon termination by the tenant (i.e., student/tenant disconnects service, service is directed to landlord/owner).	Required	S - Included now	
341	The system has the ability to capture or store account information for the responsible party relating to account location (i.e., landlord, management company). This capability is used in auto leave-on feature to change account ownership when accounts are disconnected from the tenant.	Required	S - Included now	
342	The system has the ability to manually connect a customer between a departing customer and an incoming customer where the disconnect and connect dates are already established providing the responsible party to be billed (i.e., departing customer disconnects Monday, incoming customer connects five days later). This would include having both a connect and disconnect date for that customer.	Required	S - Included now	
Financial Management				
343	Allows positive and negative transactions adjustment with a complete audit trail	Required	S - Included now	
344	System automatically generates the appropriate journal entries for "Internal" accounts	Required	S - Included now	
345	System automatically prepares transaction batches in a batch format for posting to general ledger including billing, cash receipts, NSF's, adjustments, etc.	Required	S - Included now	
346	Provide automatic allocation of payments to the billed services with ability to adjust or override the default distribution	Required	S - Included now	
347	Accepts over payment or credit adjustment with amount maintained as unapplied credit balance or to be applied to the next service bill	Required	S - Included now	
348	Provides complete audit trail of payments processed for reconciliation prior to general ledger posting.	Required	S - Included now	
349	Ability to import payment records from e-payment and lockbox services vendors	Required	S - Included now	
350	Ability to accept full, over, partial, and prepayments.	Required	S - Included now	
351	Provide auto-pay option for customers to pay from customer's bank account or credit card.	Required	S - Included now	
352	Ability to scan payment information into the system using bar code or OCR scanner.	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
353	Ability to support payment arrangements for customers to schedule payments for outstanding balances.	Required	S - Included now	
354	Ability to display transaction history including bills, receipt adjustments, credits, and refunds for an account.	Required	S - Included now	
355	Ability to display details of transaction and drill down to transaction	Required	S - Included now	
356	Ability to automatically apply deposits to correct revenue accounts.	Required	S - Included now	
357	Ability to display account transaction history via web application	Required	S - Included now	
358	Ability to pay outstanding balances or set up automatic payments from credit card or checking account via web application	Required	S - Included now	
359	Provides ability to initiate bankruptcy on account by flagging account with bankruptcy indicator resulting in previous balance being marked as uncollectable, a cessation of collection notifications and efforts, while maintaining account history and audit trail for uncollectable balance.	Required	S - Included now	
The system has the ability to accommodate the following payment types for utility payments and applications, either via the utility system or a separate Cash Receipting system which is integrated to the utility system. Payment types should include:				
360	• Cash;	Required	S - Included now	
361	• Check;	Required	S - Included now	
362	• Money order;	Required	S - Included now	
363	• Cashiers check;	Required	S - Included now	
364	• EFT;	Required	S - Included now	
365	• Credit Card Payments;	Required	S - Included now	
366	• Recurring Credit Card Payments;	Required	S - Included now	
367	• Credit/Debit Card Payments taken over the Internet or phone;	Required	S - Included now	
368	• Credit/Debit Card Payments taken over IVR phone call; and	Required	S - Included now	
369	• Wire transfer	Required	S - Included now	
370	The system has the ability to create Daily Cash Receipts reports by payment source. (e.g. Cashiering, Remittance Processing, Lock Box, EFT, Credit Card, etc.)	Required	S - Included now	
371	File import from 3 rd party payment organization (i.e. lock box, ACH, etc.) May include remote locations in the City.	Required	S - Included now	
372	The system has the ability to indicate date payment was received for penalty calculations.	Required	S - Included now	
373	The system has the ability to generate a receipt with payments for multiple, separate accounts with one payment tender. The printed receipt should show the detail of each account.	Required	S - Included now	
374	The system has the ability to accept more than one payment in a single day from a single customer.	Required	S - Included now	
375	The system has the ability to perform electronic on demand posting to Munis General Ledger after accounting approval step is performed.	Desired	S - Included now	
376	The system has the ability to automatically split total receipted amount to appropriate General Ledger account.	Required	S - Included now	
377	The system has the ability to accept ACH (bank drafted) payments from banks.	Required	S - Included now	
378	The system has the ability to post cash receipts to utility billing module automatically from multiple terminals without interfering with other utility transactions.	Required	S - Included now	
379	The system has the ability for a user-defined order of payment to be applied. Example: electric deposit first, then electric, then water, etc.	Required	S - Included now	
380	The system has the ability to automatically distribute receipt of payments against the individual accounts on a "Master Account Bill" when payments are received.	Required	S - Included now	
381	The system has the ability to reverse payment for bad checks and optionally assesses a user-defined NSF charge.	Required	S - Included now	
382	The system has the ability to manually add flags for Cash Only and other customer warnings.	Required	S - Included now	
383	The system has the ability for Cash Only accounts to accept payments in the form of a credit card. In addition, there is an option to block a credit card payment for Cash Only accounts, if deemed necessary.	Required	S - Included now	
384	The system has the ability to fix accounts and adjust accounts by allowing for transfer of payments between accounts.	Required	S - Included now	
385	The system has the ability to reverse transfer balances, meaning the balance can be moved back to the original account.	Required	S - Included now	
Delinquency Management				
386	Ability to age accounts in 30, 60, 90, and 120 day increments.	Required	S - Included now	Account debt aged to the day, reports age to the 'buckets'
387	Ability to automatically add late penalties or interest to delinquent accounts according to a flexible rate structure determined by the user.	Required	S - Included now	
388	Automatic printing of shut off notices and service orders. System provides ability to automatically email shut off notices.	Required	S - Included now	Verify that emailing of shut off notices is allowed by the regulatory body.
389	Ability to automatically assess a charge to an account if a shut off is processed.	Required	S - Included now	
390	Allows selected account to be flagged as exempt from past due notices for accounts that have made payment plan arrangements.	Required	S - Included now	
391	Ability to change penalty date for a bill or mark the bill as penalty-exempt	Required	S - Included now	
392	Processes account for write-off and collection	Required	S - Included now	
393	Ability to populate third-party notification system with account holders information so customer can be notified prior to termination of service.	Required	S - Included now	
394	Ability to produce statement showing balance for customers that have already received a final bill but continue to maintain an unpaid balance.	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
395	The system has the ability to set up credit history criteria with the ability to indicate the credit implications of each type, such as having a delinquent bill prevents a security deposit from being refunded for a specified period of time. <u>Other credit events would include NSF, Write Off, and Collections.</u>	Required	S - Included now	
396	System allows user to remove credit event from customer credit history. For example, able to remove delinquency due to payment mistakenly applied to wrong account.	Required	S - Included now	
397	The system has the ability to display a delinquency line at a customer/location level showing for each outstanding bill the last day to pay, the cut-off date, and the amount of the delinquent balance subject for cut-off.	Required	S - Included now	
398	The system has the ability to assess late charges and provide the related customer notices.	Required	S - Included now	
399	The system has the ability to automatically apply a minimum flat rate for bills under a user-defined amount and/or percentage penalty/interest charge per total billed services/fees exclusive of sales tax.	Required	S - Included now	
400	The system has the ability to override and/or credit a penalty.	Required	S - Included now	
401	The system has the ability to identify and review past due account, past due at a user-defined number of days;	Required	S - Included now	
402	The system has the ability to identify and close all accounts past due by a user-defined number of days with an outstanding balance below a user defined threshold;	Required	S - Included now	Accounts with past due final balances are moved to write off after a user-defined threshold.
403	For collection agency usage the system has the ability to select and export account information to a preformatted file structure for accounts that are past due by a user-defined number of days that exceed a user defined threshold (i.e., MS Excel export, CSV file);	Required	S - Included now	
404	The system has the ability to allow system users with appropriate authority to modify the billing cycle thresholds.	Required	S - Included now	The term "billing cycle thresholds" is unclear.
405	The system has the ability to establish user-defined payment arrangements (i.e. payment plans, beginning and ending dates, payment amounts, due dates, etc.) Along with establishing payment arrangements, the ability to modify and/or delete payment plans.	Required	S - Included now	
406	The system has the ability to identify when user-defined payment arrangements are delinquent.	Required	S - Included now	
407	The system has the ability to produce a Customer Payment Plan Report – show summary of all payment plans that are delinquent, and the ability to generate delinquent payment plan letters as per user defined criteria.	Required	S - Included now	
408	The system has the ability to identify accounts in mass according to user-entered criteria, and change status (i.e., sent to collection agency).	Required	S - Included now	
409	The system has the ability to select accounts that have been in collections for a user-defined period of time for consideration for writing off.	Required	S - Included now	
410	The system has the ability for cash receipts to be reflected in customer account balance immediately after the transaction is entered into the system. Cash receipt will be pending and not finalized until posted.	Required	S - Included now	
411	The system has the ability to print delinquent notices monthly to customers. These are generated based on user defined minimum (based on a single past due bill and/or balance due) and number of days after payment was due, including applicable penalty amounts added.	Required	S - Included now	
412	The system has the ability to automatically create a service order when a cut off notice is generated. Can system generate a list or email for the Ops Desk for afterhours customer calls?	Required	S - Included now	A list can be created. Alternatively, Ops Desk can have read-only access to C2M.
413	The system has the ability to automatically create a service order for reconnection when payment for entire past due balance is received on an account that has a cut off notice generated. Does system have ability to generate notifications to Operations for afterhour reconnects?	Required	S - Included now	Notifications can be generated for Operations, or read-only access may be granted.
414	The system has the ability to automatically apply a cut/shut off charge to the customer balance if the customer initiates a reconnect.	Required	S - Included now	
415	The system has the ability to generate a cut off report with customer id, address information, meter id, cut off date, notes, last payment date and amount, and balance due.	Required	S - Included now	
Reporting				
416	Includes end user reporting tool to create reports using any field combination or partial fields within the utility billing system as search criteria	Required	S - Included now	
417	Ability to export reports to Microsoft Excel and Word, PDF, TXT and CSV	Required	S - Included now	
418	Ability to generate a list of accounts, customers or meters based on user defined selection criteria	Required	S - Included now	
419	Ability to generate analysis reports with user defined parameters with flexible selection criteria and grouping options	Required	S - Included now	
420	Ability to generate year-end financial reports including top ten consumption report and other information required by the Finance team	Required	S - Included now	
421	Manager configurable dashboard for key operational statistics	Required	S - Included now	
422	Integrated graphics allowing review of data. Please briefly explain.	Required	S - Included now	Interactive, graphical management dashboards are supported and included in the solution.
The system has the ability to support rate modeling using actual or simulated consumption data to perform:				
423	• Revenue analysis and comparison	Required	S - Included now	
424	• Bill frequency analysis (e.g., monthly vs. quarterly billing)	Required	S - Included now	
425	• Rate modeling and comparison	Required	S - Included now	
426	• Budget estimates	Required	S - Included now	
427	• Revenue forecasting	Required	S - Included now	
428	• Retroactive rate change tests	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
429	• Rate simulation at the account level	Required	S - Included now	
430	• Service type rate simulation	Required	S - Included now	
431	All reports can be xported in csv, xls, txt format	Required	S - Included now	
432	All reports include totals (where applicable).	Required	S - Included now	
433	All reports include both the customer ID and location ID (where applicable).	Required	S - Included now	
434	The system has the ability to allow a configurable Executive Dashboard to view the status of all service requests.	Required	S - Included now	
435	The system has the ability to allow the creation and management of standard reports/templates with pre-defined data elements.	Required	S - Included now	
436	The system has the ability to run pre-defined standard reports on a given schedule.	Required	S - Included now	
437	The system has the ability for users to run all reports on demand against the live database.	Required	S - Included now	
438	The system has the ability for users to access reports by pre-defined category, i.e., customer reports, account reports, consumption reports, etc..	Required	S - Included now	
439	The system has the ability to allow a user to run reports against both current data and archived data at the same time.	Required	S - Included now	
440	The system has the ability to provide built-in graphical and charting capabilities.	Desired	S - Included now	
441	The system has the ability to generate ad hoc reports. Please briefly explain.	Required	S - Included now	Drag and drop ad hoc reporting is supported. These queries may be saved as a report for future use.
442	The system has the ability to allow drill-down into any system generated report.	Required	S - Included now	
443	The system has the ability to create reports that measure performance and productivity for employee or user defined groups of employees measurement purposes.	Desired	S - Included now	
444	The system has the ability to provide the reports on the number of service requests of a specific type or belonging to a particular service.	Required	S - Included now	
The system has the ability to generate the following reports based on user-defined frequencies:				
445	• Percentage of service requests closed within specified parameters;	Required	S - Included now	
446	• Reporting for cut-offs;	Required	S - Included now	
447	• Reporting for rechecks;	Required	S - Included now	
448	• Reporting for disconnects by type;	Required	S - Included now	
449	• Reporting for connects by type;	Required	S - Included now	
450	• Reporting for estimated meter readings;	Required	S - Included now	
451	• Reporting for collections;	Required	S - Included now	
452	• Reporting for write-offs;	Required	S - Included now	
453	• Report of all meters read (total water and electric) by meter type, status, and other user-defined;	Required	S - Included now	
454	• Report of tampering fees;	Required	S - Included now	
455	• Report of NSF fees;	Required	S - Included now	
456	• Report of final notices;	Required	S - Included now	
457	• Report of delinquent reconnect fees;	Required	S - Included now	
458	• Report of reverse payments; and	Required	S - Included now	
459	• Report of transfer balances	Required	S - Included now	
460	• Report of accounts in deposit review	Required	S - Included now	
461	• Report of number of connect fees collected for electric and water.	Required	S - Included now	
462	• Percentage of calls closed within specified periods of time.	Desired	S - Included now	This assumes total call time is captured in C2M. If captured, it can be reported.
463	• Report of Customers having Final Accounts w/balances and Active Accounts	Required	S - Included now	
464	The system has the ability to create Daily Cash Receipts reports by payment source. (e.g. Cashiering, Remittance Processing, Lock Box, EFT, Credit Card, etc.)	Required	S - Included now	
465	The system has the ability to produce error reports for misapplied cash payments (closed or inactive accounts, bad account number, etc.) by source. Eg. Cashiering, Remittance Processing, Lock Box, EFT, Credit Card, etc.	Required	S - Included now	
466	The system is able to provide Cash Receipts Audits showing overpayments, account status, etc. Please briefly explain how system identifies overpayment.	Required	S - Included now	Typically, overpayments are applied to a special service agreement or "bucket" on the account, rather than overpaying a specific service. When the next bill is generated, funds from the overpayment service agreements are applied to the current charges. Any remaining balance is shown to the customer
467	The system has the ability to produce monthly billed amounts reports broken down by service type (electricity, water, etc.), then by rates (residential, small commercial, etc.) that shows total consumption, total dollars billed, number of customers for that service type/rate, number of units (eg, number of apartment units). Ability to drill down to customer/account level detail.	Required	S - Included now	
468	The system has the ability to produce a report showing On/Off Peak Electric Revenue summary report categorized by general ledger, i.e. Large General Electric Revenue, then by service rate for On/Off Peak Charges and average cost.	Required	S - Included now	
469	The system has the ability to produce required FERC reports that can be modified to meet changing Federal requirements.	Required	S - Included now	Assuming all FERC-related information is captured.

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
470	The system has the ability to utilize SQL reporting services against the utility customer database.	Required	S - Included now	Subject area domains are created for the City, removing the SQL complexities of the underlying tables. New domains may be created upon request.
	The system has the ability to produce the following reports:			
471	• Meter Size Report that identifies the number of meters by size;	Required	S - Included now	
472	• Aging Report that shows the balances for 30, 60, 90 and 120+ days on all accounts with drill-down capability by service;	Required	S - Included now	
473	• Report of bad checks and NSF Charges;	Required	S - Included now	
474	• Commercial Customer Report with Rate code/class as search criteria;	Required	S - Included now	
475	• Inactive Account Report that lists all inactive accounts with account balances and ability to choose only account with balances other than 0;	Required	S - Included now	
476	• Customer Count Report that provides the number of customers by cycle, specific category(residential/commercial) and all services	Required	S - Included now	
477	• Final Bill Listing Report	Required	S - Included now	
478	• Cycle Report, details an individual cycle, route and displays high balances;	Required	S - Included now	
479	• Cycle Report, printed by cycle route with meter counts subtotaed by sequence order with the user ability to select cycle(s);	Required	S - Included now	
480	• Customer Report, details information regarding customer's account, name, address, account number, meter info, reads, rate codes, transaction history;	Required	S - Included now	
481	• Top 100 Users Report, detailing highest consumption accounts (separated by commercial and residential) or highest consumption customers, providing account and usage information;	Required	S - Included now	
482	• Account Adjustment Detail Report (Rate Codes,Consumption Amt, Dollar Amt, Consumption charges broken out);	Required	S - Included now	
483	• Service Order Report - to show, by specified date or type, orders to be done;	Required	S - Included now	
484	• Consumption Report, by account, by service type (residential, commercial, etc.) and by rate/service code showing utility usage over a user-specified time interval. Flags abnormal usage (high/low/negative, etc.). Report should include meter information, consumption, new and previous readings, days between readings, customer account number and meter reader information;	Required	S - Included now	
485	• Summary/Totals by customer type (residential/commercial) by service code (residential, small commercial, large commercial, irrigation, etc.) giving the total number of accounts, consumption and dollars billed for a given time period;	Required	S - Included now	
486	• Payment History, reporting bills and associated payments receipted by account. Shows dates, amounts, delinquencies, penalties, account name, consumption, and address. Can be run for one account and allow user to view online;	Required	S - Included now	
487	• Customer Statistics Report, presenting customer characteristics including number of customers, number of customers by meter size and billing category (customer type), usage and revenue by meter size, usage and revenue by billing type code, date range, cycle, route, and by a combination of the above;	Required	S - Included now	
488	• Cash Receipts Listing, reporting all amounts collected against customer accounts. Can be printed on demand with user-defined criteria prior to posting;	Required	S - Included now	
489	• Cut/Shut Off Report, per cycle, showing accounts with one or more delinquent bills totaling over a user defined amount;	Required	S - Included now	
490	• Delinquent Notices Report, a listing generated based on user defined minimum and number of days after payment was due, including applicable penalty amounts added. Multiple types of notices capability (i.e. a first delinquent notice and a second delinquent notice with different parameters);	Required	S - Included now	
491	All master file information is accessible by the report writer;	Required	S - Included now	
492	Cut/Shut off Work/Service Orders;	Required	S - Included now	
493	On demand Billing Report, sorted on user-defined criteria, showing name, location address, current period charges by service, date billed, due date, readings, etc.	Required	S - Included now	
494	Monthly Customer comprehensive activity report;	Required	S - Included now	
495	Monthly Adjustment Report by user, by service type, or rate code;	Required	S - Included now	
496	Outstanding Service Order Report, showing flags based on user-defined criteria;	Required	S - Included now	
497	Billing Statistics (Rate Codes, Consumption Amt, Dollar Amt, Consumption & Demand charges broken out);	Required	S - Included now	
498	Payment Detail (identify Munis fund/account payment applied to);	Required	S - Included now	
499	Bill Calculation (bill process report showing accounts to be billed);	Required	S - Included now	
500	Bill run Billing Register (dollar, read date, by charge type and consumption detail of accounts to be billed);	Required	S - Included now	
501	Consumption history for any given customer/location by service with from/to dates.	Required	S - Included now	
502	Transaction Listing/Recap (for selected or all accounts for given date(s), and/or by transaction type)... billing, receipts, adjustments, transfer balances	Required	S - Included now	
503	Deposit on File report by date, by type (cash, savings bond, CD, etc.) showing dates, amount, account status (active, final or closed/active);	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
504	Security Deposits Refunded/Applied, with ability to run by specified date range;	Required	S - Included now	
505	Security Deposit activity for time period;	Required	S - Included now	
506	Over Due Deposit Report;	Required	S - Included now	
507	Collection report by specified aging criteria including all customer master file information with all forms of contact. Sent to collections agency.	Required	S - Included now	
508	Audit Trail reports for all update processes; and	Required	S - Included now	
509	Mailing list report (customer name, address, other forms of contact) for use by other departments. Select based on one or more criteria -- customer type, service, autopay, etc.	Required	S - Included now	
Customer Service				
510	The system has the ability to allow citizens to use a Single Sign On giving them access to the web-based citizen self-service portal, along with our payment portal (Paymentus) and AMI customer portal.	Required	S - Included now	Single sign-on is available at an additional onboarding expense.
511	The system has the ability to allow the web-based self-service portal to be operable up to 24 hours a day, 7 days a week.	Required	S - Included now	
512	The system has the ability to allow the web-based self-service portal to be accessed from the City website.	Required	S - Included now	
513	The system has the ability to allow the web-based self-service portal to be configured with a similar look and feel as the City website.	Desired	S - Included now	
The system has the ability to provide for multiple languages in the web-based self-service portal including but not limited to:				
514	• English; and	Required	S - Included now	
515	• Spanish.	Required	F - Future release	This is currently on our schedule is for a 2022 release. It should be made available prior to the time the City goes into production.
The system has the ability to capture the following information upon receiving request, either through a telephone call or web self-service, with the ability to configure the type of information captured based on the interaction type:				
516	• Method of receiving request (i.e., call, e-mail, web portal);	Required	S - Included now	Cases or Orders can be configured to manage requests.
517	• Requestor name;	Required	S - Included now	
518	• Requestor telephone number(s);	Required	S - Included now	
519	• Requestor e-mail address;	Required	S - Included now	
520	• Requestor mailing address;	Required	S - Included now	
521	• Address related to service request, if different;	Required	S - Included now	
522	• Preferred method of contact;	Required	S - Included now	
523	• System provides a vendor maintained list of valid zip codes;	Required	S - Included now	Postal Code defaults
524	• Zip code with the ability to validate location, City and State;	Required	S - Included now	Postal Code defaults
525	• Fields (comments section) for indicating needed follow-up activities;	Required	S - Included now	
526	• Display lists or menus containing multiple options for indicating status of interaction;	Required	S - Included now	
527	• Display lists or menus containing multiple options for indicating satisfaction of citizen with interaction (i.e., out of a predefined range);	Required	S - Included now	
528	• User ID that recorded the request; and	Required	S - Included now	
529	• Initial priority of service request.	Required	S - Included now	
530	The system has the ability to route customer portal requests to departments based on key words contained in the request.	Desired	S - Included now	Routing done by request type.
531	The system has the ability to print customer portal interactions complete with all information associated with the interactions.	Required	S - Included now	
532	The system has the ability to email or fax customer portal interactions complete with all information associated with the interactions.	Required	S - Included now	Email PDF to a fax service.
Citizens Self-Service Portal				
533	• The system provides a Citizen self-service web portal Can system provide SSO access from CentraVu (MDM portal) and Paymentus?	Required	S - Included now	SSO requires extra onboarding fees.
534	• The system has the ability to allow actions made in the web-based citizen self- service portal to take effect in real time (this means without having to run a process) in the customer database. Examples include but not limited to – mailing address changes, e-notification enrollment or changes etc.	Required	S - Included now	
535	• The system has the ability to allow a citizen to maintain profile account information via the web-based self-service portal. System enables user configurable control of the fields directly maintainable by citizens.	Required	S - Included now	
536	• The Citizen self-service web portal allows customers to easily retrieve user name, or reset password. System provides security questions that customer must correctly answer to retrieve username or reset password.	Required	F - Future release	Password reset currently done via email. Security questions are in a future release.
537	• The Citizen self-service web portal allows for same day start/stop dates for a location. Example: A customer requests a disconnect for 8/12/19, and a customer requests a connect for the same location for 8/12/19. The system allows those dates, and doesn't require one of the dates to be altered.	Required	S - Included now	
538	• The Citizen self-service web portal has the ability to identify specific locations (addresses) that would require documents to be uploaded when citizens are initiating a service request, and not allow the request to be submitted without the required documents.	Desired	N - Not available	While OCX can detect that a document was uploaded, there is no way to confirm the document was completed properly.
539	• The Citizen self-service web portal can display Consumption History in columnar and graphical display formats, and provides download capability;	Required	S - Included now	
540	• The Citizen self-service web portal can display Payment History;	Required	S - Included now	
541	• The Citizen self-service web portal can display Current Bill;	Required	S - Included now	

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
542	• The Citizen self-service portal provides the means for consumers to make payments resulting in real-time updates to the consumer's balances due.	Required	S - Included now	
543	• The Citizen self-service web portal can display General Account information.	Required	S - Included now	
GIS Integration				
544	The system has the ability to integrate with Esri ArcGIS. Are GPS points based on parcels or service entry points?	Desired	S - Included now	Both are supported
545	The system has the ability to provide a mobile interface with City GIS resources to employees working in the field.	Required	S - Included now	Assuming the employees are using the City's VPN
546	The system has the ability to provide GIS location validation against the City's existing GIS data. Currently the City validates addresses using the land development file maintained by Planning and Development.	Required	S - Included now	Typically new parcels and service points originate in GIS and then sent to C2M. Thus and extra validation is not required.
547	The system has the ability to pinpoint location of an interaction on a map, by address matching to a street centerline or a parcel base and then fine tuning the location using map features.	Desired	S - Included now	This assumes GIS can locate using street data.
548	The system has the ability to query from the mapping screen itself using a simple drawing tool or by pre-selected query of a GIS layer based on its attribute information.	Required	S - Included now	
549	The system has the ability to perform basic map viewing functions including display dynamic map data in the display window.	Required	S - Included now	
550	The system has the ability to use GIS mapping to assist service requests in identifying related calls, by displaying related calls or events on a map coded by user defined criteria.	Required	S - Included now	Assuming GIS has a layer for service requests.
551	The system has the ability to locate, link and/or attach GIS maps/overlays or images to a service request as prescribed by the user.	Desired	S - Included now	
Services Management				
	The system has the ability to create and track metered services for the following:			
552	• Electric, permanent and temp poles	Required	S - Included now	
553	• Temp pole electric	Required	S - Included now	
554	• Potable Water for consumption	Required	S - Included now	
555	• Recycled Water	Required	S - Included now	
556	• Sewer based on metered water usage	Required	S - Included now	
557	• Potable Water for irrigation	Required	S - Included now	
558	• Recycled Water for irrigation	Required	S - Included now	
559	• Hydrant (portable meters)	Required	S - Included now	
560	• Solar/Net electric meters	Required	S - Included now	
561	• Irrigation meters	Required	S - Included now	
562	• User defined services as needed	Required	S - Included now	
563	The system has the ability to allow future available services to be created in a pending status prior to service activation without requiring meter numbers	Required	S - Included now	
Interfaces				
564	Please comment on system's ability to integrate: * CIS customer portal * Paymentus payment portal, and * ElectSolve customer portal	Required	S - Included now	CIS integration with OCX is standard. OCX includes standard links to Paymentus payment portal (but Origin suggests transitioning to Origin payments). ElectSolve integration is included assuming ElectSolve has the required APIs.
565	Critical that the Utility Customer Service system supports real time integration with Paymentus payment solutions. Briefly describe capabilities.	Required	S - Included now	OCX invokes Payments in an iFrame, thus no PCI information is stored in OCX. Payment functionality includes: - One time guest payments - Wallet - Future dated payments - Autopay payments - credit card / debit card / echeck
566	The system has the ability to interface with Munis General Ledger, Accounts Payable, Inventory, and Cash Receipting.	Desired	S - Included now	
567	The system has the ability to upload Cash Receipts batch to Munis General Ledger.	Required	S - Included now	
568	The system has the ability to create refunds to post to Munis accounts payable	Required	S - Included now	
569	The system has the ability to interface with I-Tron systems (MVRS format) to download routes to the PC and upload meter readings to the utility billing system. Specify in comment section other meter software you integrate with.	Required	S - Included now	C2M can integrate with any MVRS that uses file-based or API integration.
570	The system has the ability to interface with I-Tron handheld systems to upload/download utility account information and changes to it (including directions, notes, description, meter location, route sequence, codes).	Required	S - Included now	Assuming all of those elements are contained in C2M.
571	The system has the ability to interface with OCR reading devices, including hand held scanners.	Required	S - Included now	Assuming the devices use keyboard emulation.
572	The system has the ability to interface with bar code reading devices, including hand held scanners. One potential application is barcoded refuse containers and recycling bins.	Desired	S - Included now	Assuming the devices use keyboard emulation.
573	The system has the ability to integrate with lockbox / remittance process for collection of utility payments.	Required	S - Included now	
Citizens Self-Service Portal				
574	The system has the ability to interface with Landis & Gyr AMI RF Gridstream Command Center. Briefly describe capabilities.	Required	S - Included now	Meter usage data can be displayed assuming C2M has the necessary details to invoke Landis & Gyr.
575	The system has the ability to interface with ElectSolve Meter & Operational Data Management systems by IPKeys Power Partners. Briefly describe capabilities.	Required	S - Included now	Meter usage data can be displayed assuming C2M has the necessary details to invoke ElectSolve

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
Service/Workorder Workflow Processing Requirements				
	Please briefly describe your proposal for addressing the requirements described in Exhibit A Part 5 can be addressed.	Required	S - Included now	C2M includes several tools to manage workflow processing: - Scripts guide the user through the C2M user interface, prompting for data as necessary. This ensures rare business processes are completed correctly. - Process Flows guide the C2M user with transactions that may have complex eligibility requirements such as Payment Arrangements and Starting Service. - Cases and Initiatives manage multi-day, multi department workflows. The City configures the relevant steps and notifications methods. Automatic monitoring ensures things "don't fall through the cracks". Operational dashboards provide insight for department managers.

EXHIBIT H
CITY'S REQUEST FOR PROPOSAL #21-034



ADDENDUM NO. 1
RFP NO. 21-034

Date: July 7, 2021
To: All Interested Parties
From: Lisa D. Davis, Buyer
Re: **RFP 21-034, Utility Billing System Software**

The following information related to Request for Proposal No. 21-034 is hereby made a part of the RFP Documents for the above referenced solicitation as fully and as completely as though the same were included therein.

REVISIONS

Please be advised that the deadline to submit online questions regarding this RFP has been extended to Tuesday, July 13, 2021 at 2:00 p.m. Please see below for answers to online questions received to date. Subsequent online questions will be addressed in a second addendum to be released before or shortly after the rescheduled deadline passes.

Q&A

1. **Question:** Currently, which vendor is providing “Utility Billing System Software”?
 - o **Answer:** CentralSquare. The system was formerly owned by H.T.E, Sungard Public Sector, and then Superion.
2. **Question:** Can we get a copy of the current “contract” with the existing contractor for providing “Utility Billing System Software”?
 - o **Answer:** The current contract was executed in 1998. It provides no information that would be meaningful today for purposes of RFP 21-034. A copy may be obtained by submitting an open records request at this link to the City’s website: [Request Public Records](#)

3. **Question:** What are the areas of the existing applications the City is not very satisfied? Please give us some examples.
- o **Answer:** (1) No real time integration with our MDM system. (2) System unable to process batched online connect/disconnects in real time. (3) No ability to mass add services to each address and/or apartment unit. (4) System unable to calculate deposit and add it to account.
4. **Question:** Currently, how much is the City spending annually on “Utility Billing System Software”?
- o **Answer:** FY22 annual CentralSquare Naviline maintenance is estimated to be \$87,039. FY22 annual IBM Hardware maintenance is estimated to be \$10,053.
5. **Question:** What is the budget range for the current project’s implementation cost and annual cost?
- o **Answer: Answer:** \$1,450,000 is currently budgeted. If additional funds are needed for the appropriate software, we can take a request to Council.
6. **Question:** How many customer licenses and employee-licenses are required?
- o **Answer:** Thirty (30) employee licenses should be sufficient. We do not understand why customers would need a license. Please submit clarification or follow-up question by 2:00 pm central, Wednesday July 9, 2021.
7. **Question:** Approximately when the city is planning to go live with the new system?
- o **Answer:** 1st quarter 2023 (January-March calendar year 2023) taking into consideration time for RFP response evaluation, vendor selection, contract negotiation, and implementation.
8. **Question:** Exhibit A IT Requirement #9: The system and its component should be compatible and meet all City of College Station Information Technology system standards. Current system standards: Windows Server 2012 and higher, SQL Server 2012 and higher, Windows 10 Professional, and Office 365. Would the City accept an Oracle-based solution that is in the cloud, where the license is included in the price and Managed Services for the database are provided by the Proposer?

- o **Answer:** City is seeking best overall solution and is not opposed to cloud (or (SaaS) solutions.
- 9. **Question:** Exhibit A Interfaces #575: Elster ElectSolve is your MDM. What does IPKeys PowerPartners MODMS perform?
 - o **Answer:** ElectSolve is marketed by IPKeys PowerPartners. ElectSolve is a Meter & Operational Data Management system (MODMS). It sits between our electric Landis & Gyr AMI infrastructure and CIS (utility billing) system. Landis & Gyr interfaces metering data into ElectSolve which can use the data for several purposes. Metering data is interfaced from our CIS to ElectSolve via flat files. Data from connects/disconnects are interfaced from CIS to ElectSolve via flat files and batch processed in ElectSolve. City wants new CIS to interface directly with ElectSolve.
- 10. **Question:** Should travel costs be included in the bid or is the City expecting a completely or near completely virtual project?
 - o **Answer:** Please include travel costs in proposals. City reserves right to make final decision based on current CDC and governmental guidance.
- 11. **Question:** How many years of data conversion are expected in the new billing system. Does City want to migrate all historical data or would like to discuss the approach with the bidder?
 - o **Answer:** City has approximately 23 years of historical data, and desires to migrate all of it. City has internal resources which understand the database schema. City does desire to discuss data migration approach with the bidder.
- 12. **Question:** Is the City open for SaaS based CIS and Utilities billing software rather than on-premise billing solution hosted by City on its premises?
 - o **Answer:** City is seeking best overall solution and is not opposed to cloud (or SaaS) solutions.
- 13. **Question:** What are the other systems which are used in a scattered manner to complete the business processes? Does the City have any plan to integrate them with the proposed billing system?

- **Answer:** The City utilizes the following systems in the CIS/billing process. Most are manual integrations. City desires to fully integrated solutions to extent reasonably possible.:
 - o Financial System: UB to Munis (flat file) – summarized GL data
 - o Bill Print Vendor:
 - UB to Xpedient (flat file .txt) – bill data to print bills
 - Xpedient to UB (file .pdf) – bill images
 - o Payment Provider:
 - UB to Paymentus (flat file) – bill data, bill image
 - Paymentus to UB (real-time integration FUSION API) – real time payment application data
 - o Meter Data Management Vendor:
 - UB to Electsolve (flat file) – customer/location/meter data
 - Electsolve to UB (flat file) - meter reads
 - o Manual Meter Readers:
 - UB to Alexander (flat file) – customer/location/route sequence data
 - Alexander to UB (flat file) – meter reads
 - o Meter Exchange Vendor [Mass Meter Exchange/Meter Import]:
 - UB to Allegiant (flat file)
 - Allegiant to UB (flat file)
 - o Outage Management System: UB to OMS (custom written flat file export) – customer/location/meter data

14. **Question:** What is the performance SLA expected? It is mentioned that the system should be tested on full load, however, it is not mentioned that what should be the tolerance range to complete the transaction?

- o **Answer:** City's CentralSquare utility billing system typically provides 1-2 second response times to complete transactions during business hours 8am-5pm. City processes bills in 15 cycles. Cycle bills each require about 1.5 hours to run after hours. Peak utilization likely occurs during preparation of cycle bills. City's expectation is that new CIS/billing system will provide comparable performance.

15. **Question:** How many customers of the City are connected via smart meters and what interval of data is being used?

- o **Answer:** 44,671 customers connected via smart meters. Fifteen (15) minute interval of data is being used.

16. **Question:** RFP mentioned Payments, Customer portal, Munis, I-Tron systems. Do we have currently any system to take care of Reporting, MDMS, Asset Management etc.?

- o **Answer:** For utility billing purposes all reporting is provided by Central Square utility billing system. The ElectSolve MDMS provides reporting, for internal City use, for all the data it helps manage. Paymentus provides a customer portal for bill data and payments. CentraVu (implementation in progress) will provide customer portal for detailed consumption data. Asset management, assumed to mean meter management, is handled by ElectSolve MDMS, Central Square billing system, and Munis.

17. **Question:** RFP mentioned a flexible workflow tool, is this tool a part of the existing CIS/Billing system or an independent tool? Or is it a name for manual process handling? How does the data input and storage for this tool work?

- o **Answer:** City's current workflow process consists of limited request routing capabilities provided by the current CIS/billing system coupled with manual processes. Intent of the Exhibit A Part 5 - RFP Service/Workorder Workflow Processing Requirements is to list and describe requirements for a flexible and capable workflow tool to help manage workflows described in the RFP. The basic concepts described in the requirements loosely follow the workflow system design of City's financial ERP system. Proposed workflow management system may be part of proposed CIS/billing system or can be a third-party offering capable of interfacing with the proposed CIS/billing system. Proposed workflow management system should be capable of handling input/output through network devices (PCs) and mobile devices (tablets and cell phones, both iOS and android).

18. **Question:** How does the current system is handling workforce management? Do we have any different system for this?

- o **Answer:** City recognizes the need for a workforce management system but does not currently have a purpose-built workforce management system. City is manually utilizing some outage management system functionalities to provide limited (and non-integrated) workforce management type functionalities. City desires an integrated CIS/workforce management system environment.

19. **Question:** Which Database is used in the current solution?

- o **Answer:** DB2. City has resources that understand the database schema and can “SQLize” the database.

20. **Question:** Apart from a large customer base of students, what are other different customer categories that are available in the system?

- o **Answer:** All customers fall into two broad categories – residential and commercial. Residential is sub-categorized into single-family (SF), multi-family (MF), and exempts for each of the subcategories. Commercial is sub-categorized into small, medium, large, industrial, and exempts for each of the subcategories.

21. **Question:** What is the breakdown of the Customer type, Residential and C&I?

- o **Answer:** Breakdown for metered services only:
 - Electric – Residential 40,500, Commercial 4,170
 - Water – Residential 25,120, Commercial 2,400

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. 1 is hereby acknowledged

Authorized Signature

Date

Company Name



ADDENDUM NO. 2
RFP NO. 21-034

Date: July 15, 2021
To: All Interested Parties
From: Lisa D. Davis, Buyer
Re: **RFP 21-034, Utility Billing System Software**

The following information related to Request for Proposal No. 21-034 is hereby made a part of the RFP Documents for the above referenced solicitation as fully and as completely as though the same were included therein.

Q&A

1. **Question:** Electricity and water are metered services. What smart meters are implemented?
 - o **Answer:** Electric smart meters are implemented. Water smart meters remain under consideration.
2. **Question:** Which online and IVR payments system are in use?
 - o **Answer:** City utilizes Paymentus products for online and IVR payments. Additional payments processed through Paymentus include autopay or recurring, e-check, and card-present payments. City desires that proposed system be able to interface with Paymentus.
3. **Question:** There are 20 city staff who are managing the current system. The same staff will manage the proposed system. How many will be administrators, CSR, and end-users?
 - o **Answer:** Five administrators, and 15 CSR/end-users.
4. **Question:** There are 48,000 customers. Will these customers have access to the proposed system? Or the proposed system will be accessed by City staff only?
 - o **Answer:** Correction: Customer count is closer to 45,000. If proposed system provides a Customer-facing portal then Customers will have access only to that

part of the system. Customers will not have access to any CIS/Billing applications of the proposed system. Only City staff will have access to the CIS/Billing applications of the proposed system.

5. **Question:** The City is looking for User-friendly and responsive public interface and intuitive, easy-to-use staff interface. Is City looking for web-based as well as app-based systems.

o **Answer:** Customer access to any provided Customer-facing portal would have to be web based. Web based access for staff interface is preferred due to ease of provisioning and reduced maintenance.

6. **Question:** Data conversion of legacy Naviline Public Administration Utility Billing module data and images. The system is in use for 15 years. How many years of the data must be migrated to the proposed system?

o **Answer:** Correction: The legacy Naviline utility billing system has been in use at the City since 1998 (23 years). The City desires to convert all history. The database is DB2. City has internal resources that understand the database schema and can “SQLize” the database tables.

7. **Question:** Is City looking for cloud-based system? Or City wants to host the proposed system on its hardware or host on-premises platform?

o **Answer:** City is seeking best overall solution and will consider either hosting arrangement.

8. **Question:** Provide for integrated scanning of documents and a document management system to promote a paperless filing environment. What document management system is currently implemented in the City?

o **Answer:** LaserFiche is implemented in the City. Proprietary document management system may be proposed; however, a solution able to leverage City’s investment in Laserfiche would generally have an edge over purchase and use of a proprietary document management system.

9. **Question:** The Successful Offeror and any hardware/software must be PCI Certified (documentation of certification must be supplied with proposal). Is the hardware devices (card devices for credit card, debit card, or other cards) to process the online payment, is within the scope of the RFP? We believe that the proposed system will provide integration to the payment gateway (Paymentus). Correct us?

o **Answer:** EMV card readers required to process payments are within the scope of the RFP and should be included in the proposal. City reserves the right to use compatible equipment it already owns or to purchase required hardware from

other sources. City prefers to use the Paymentus payment platform for processing online/IVR payments.

Concerning PCI compliance please see answer to Question 22 below.

10. **Question:** The Successful Offeror must be responsible for the security of City payment card data it possesses, handles, has access to, processes, transmits, and/or stores. Our proposed system will not store these details in the system. Do we still need to provide documentation of PCI certification?

- o **Answer:** All Offerors should provide one of two things, either proof of PCI compliance or a brief explanation of the circumstances why PCI compliance is not required for their proposed system.

Concerning PCI compliance please see answer to Question 22 below.

11. **Question:** City's current service/workorder workflow processing is largely manual due to lack of system integrations and a flexible workflow tool. Is there any preference for selecting this tool or we can offer our in-house built tool for this?

- o **Answer:** City has no preference for selecting this tool. Offerors may propose their own products or third-party products. City seeks an integrated solution.

12. **Question:** Provide two Total Cost Schedules, one for City-hosted software, and the other for Vendor-hosted software. The City-hosted software cost will be without our hosting fee. Is it fine? Or we need to provide more details?

- o **Answer:** Offerors able to offer both hosting options should provide two Total Cost Schedules as described in the RFP at FORMAT REQUIREMENTS, TAB B, 1. Each schedule should include all costs applicable to the hosting option, City-hosted or Vendor-hosted.

13. **Question:** Provide equipment interface with various office devices: ID swiper, scanner, credit card machine, receipt printer, laser printer, etc. The city is looking for integration with ID swiper and credit card machine. Is it really within the scope? Our access to the proposed system will be login ids based and integration with Paymentus for any online payment.

- o **Answer:** Good catch! With Paymentus implemented as part of the solution the proposed system will not need to interface with ID swiper and credit card machine.

14. **Question:** Is City is looking for recording each interaction with the Customer in the proposed system? Is any system being in used in the city for this?

- o **Answer:** Please clarify what is meant by “recording each interaction”. City does want to log contacts with Customers...telephone calls, emails, web chats, dunning notices, walk-up discussions, etc.
- 15. **Question:** The system has the ability to use Zip+4 software for sorting of utility bills by zip code to obtain the best postal rate possible. This will be used for sending paper-based bills to the customers. Is it within the scope?
 - o **Answer:** Requirement is that system be able to sort bills in Zip+4 order. With current system City sends bill data file to third-party bill print vendor for printing and mailing. Third-party bill print vendor uses software to determine +4 code based on addressed and supplied five-digit zip code. Third-party bill print vendor sorts the bill data into Zip+4 order, prints the bills, and mails the bills. Third-party bill print vendor sends back to City a bill image file. City does not enter +4 codes. Would be beneficial to City if system was capable of deriving ZIP+4 code and sorting bills into ZIP+4 order.
- 16. **Question:** The system provides a Citizen self-service web portal Can system provide SSO access from CentraVU (MDM portal) and Paymentus. What is CentraVU (MDM portal)?
 - o **Answer:** Per [IPKeys Power Partners](#) CentraVU is a customer portal and utility dashboard that is used in conjunction with ElectSolve, a Meter & Operational Data Management (MODM) solution. CentraVU enables customers to view their consumption history. Access to CentraVU with current system is via the Paymentus login (similar in operation to SSO access).
- 17. **Question:** What is the breakdown of AMI vs non-AMI meters?
 - o **Answer:** As of July 1st City has 44,071 electric AMI meters in place, and 10-20 non-AMI locations that are being converted and rebuilt to handle the new AMI meters. Implementation of water AMI meters remains under consideration.
- 18. **Question:** Do you want to use MUNIS as Centralized Cashiering or will you consider using the Cashiering Functionality in the CIS for utility payments?
 - o **Answer:** City desires to use the simplest and most efficient means of performing the cashiering function. At present, the utility billing cashiering function is external to Munis because that is simplest, most efficient means of doing it.
- 19. **Question:** How many Field Technicians Users would there be for Mobile Field Service?

- o **Answer:** Around 36
20. **Question:** Does the City want to include Backflow Program Management as part of the CIS or as an optional module to consider?
- o **Answer:** City currently uses Tokay <https://tokay.com> software to manage backflow programs. Offerors are welcome to propose an optional module to consider.
21. **Question:** How many Customer Facing Portals does the City currently expose to customers? We've noticed reference to ElectSolve (interval Data), Paymentus (EBPP) and perhaps another with Naviline. Is it the City's preference as part of this project to consolidate down to one portal with embedded or integrated functionality so that Utility Customers only have one place to login to self-service, make Payments, review interval data, etc.?
- o **Answer:** City uses Paymentus for all utility billing payments. Later this month the Paymentus portal will begin providing direct access into CentraVU (an ElectSolve product) to enable Customers to view electric consumption data via their Paymentus login (effectively functioning like a single portal). City also provides Citizen access to an online connect/disconnect request form which when submitted is emailed to a utility billing inbox. City is interested in consolidating Citizen self-service access down to a single portal if current functionalities are retained or enhanced.
22. **Question:** Can you clarify or confirm the City's expectations around PCI Compliance. Typically, it is the Payment Processor who assumes responsibility for PCI Compliance Certification as the CIS vendor does not hold any Payment or Credit Card Information. The CIS vendor will integrate with Paymentus or other Payment Processor who maintains all payment information and processes the transaction? Is this approach by the CIS Vendor not sufficient for the City?
- o **Answer:** Good point! Proof of PCI compliance will be required if the CIS software processes, stores or transmits credit card data. Where CIS software is integrated with Paymentus or other Payment Processor and only the Payment Processor processes, stores, or transmits the credit card data then the CIS software would not need to be PCI compliant.
- All Offerors should provide one of two things, either proof of PCI compliance or a brief explanation of the circumstances why PCI compliance is not required for their proposed system.
23. **Question:** Can the City please provide a breakdown of residential and commercial active accounts?

- o **Answer:** Breakdown of active accounts for metered services only:
 - Electric – Residential 40,500, Commercial 4,170
 - Water – Residential 25,120, Commercial 2,400
24. **Question:** Is the City open to consultants traveling on-site as required by project activity?
- o **Answer:** At this time City is open to on-site presence of consultants, and in most ways is conducting business as usual. Of course, that's always subject to change based on changed circumstances.
25. **Question:** We plan to propose a Train-the-Trainer approach. Does the City prefer this training approach, or would the City prefer a vendor delivered end user training?
- o **Answer:** City is open to a Train-the-Trainer approach. City's acceptance of Train-the-Trainer approach would depend on the specifics of how it will be handled.
26. **Question:** Does the City have interest in a Mobile Work Management solution being proposed?
- o **Answer:** Yes. City recognizes the need for a workforce management system but does not currently have a purpose-built workforce management system. City is manually utilizing some outage management system functionalities to provide limited (and non-integrated) workforce management type functionalities. City desires an integrated CIS/workforce management system environment.
27. **Question:** Would the City be open to other options for cost-effective payment processing?
- o **Answer:** City has made a strategic investment in Paymentus and is continuing to expand use of the platform. However, City is always open to other options that may provide a more cost-effective solution.
28. **Question:** Exhibit A part 1 - 545# The system has the ability to provide a mobile interface with City GIS resources to employees working in the field –is the City also looking for a mobile application for GIS ? is this is from a GIS vendor or CIS need to consider this as a new requirement to build up?
- o **Answer:** City electric and water meters are GPS located. City uses ESRI ArcGIS, and has mobile GIS capability. Requirement #545 is aimed at asking whether the proposed CIS has a mobile component which includes GIS as a

means of interacting with the CIS. If proposed CIS has that capability, then please briefly summarize key functionalities available via the mobile interface.

29. **Question:** Exhibit A part 1 547#,548#,549#,550#,551 – is CITY looking at this requirement from GIS vendor or CIS?

- o **Answer:** City electric and water meters are GPS located. City uses ESRI ArcGIS. Requirements 547-551 are all asking about the proposed CIS system's ability to interact with GIS map elements. For example, #548 is asking whether a user can bring up CIS service location data by selecting a point or polygon on a GIS map rather than having to type in location IDs, addresses, etc.

30. **Question:** In Exhibit A Part 1, item 404, what does the City mean by "billing cycle thresholds?

- o **Answer:** City's current billing system uses billing cycle level parameters to manages delinquencies. The "billing cycle thresholds" mentioned in requirement #404 refers to the minimum delinquency dollar amount at which a disconnect notice is generated.

31. **Question:** Should our response be organized in the following way?

1. Answers to Minimum Requirements, System Requirements Document, Implementation.
2. Answers to Tabs A-E
3. Answers and information with respect to Exhibit A (Parts 1 through 5)

- o **Answer:** All shall be addressed under Tab C as follows:
 - Minimum/System Requirements – Tab C-1
 - Service/Workorder Workflow – Tab C-2
 - System Testing Acceptance/System Performance Requirements – Tab C-5
 - Data Conversion – Tab C-12

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

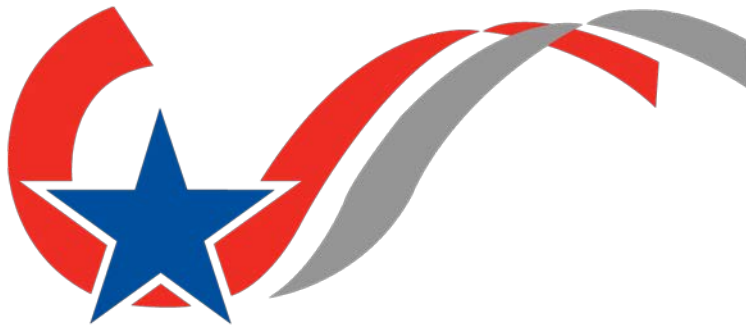
Receipt of this Addendum No. 2 is hereby acknowledged

Authorized Signature

Date

Company Name

**REQUEST FOR PROPOSAL
UTILITY BILLING SYSTEM SOFTWARE**



CITY OF COLLEGE STATION

Home of Texas A&M University®

RFP #21-034

**DUE DATE: MONDAY, JULY 26, 2021
@ 2:00 P.M. C.S.T.**

CITY OF COLLEGE STATION, TEXAS

Purchasing Division – City Hall

PO Box 9960

1101 Texas Ave.

College Station, TX 77842

www.cstx.gov

[Introduction/Advertisement](#)

[Definitions, Terms and Conditions](#)

[Special Provisions](#)

[General Information](#)

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[Evaluation Review and Rating](#)

[Certification](#)

Requirements Documents (four Parts)

[Exhibit A](#)

Part 1 – System Requirements (*Separate Excel File*)

Part 2 – Data Conversion

Part 3 – System Testing Acceptance

Part 4 – System Performance Requirements

Part 5 – Service/Workorder Workflow Processing Requirements

Technology Services Contract

[Exhibit B](#)

Non-Disclosure Agreement

[Exhibit C](#)

INTRODUCTION/ADVERTISEMENT

The City of College Station is soliciting Proposal(s) from Offerors who are interested in providing and are qualified to provide: Utility Billing System Software, and the planning, installation, configuration, conversion, training, implementation, support and maintenance services needed to implement the Utility Billing System Software.

Electronic response packages, in the format prescribed herein, can be uploaded to [Brazos Valley e-Marketplace](#) ("**Bidding System**") until **2:00 p.m. CST on Monday, July 26, 2021**.

In order to ensure a fair and objective evaluation, all questions and inquiries related to this Request for Proposal shall be addressed **in writing** via the Q&A feature available through the **Bidding System**. The deadline for written questions is **2:00 p.m. CST on Wednesday, July 7, 2021**.

NOTE: Solicitation opportunities are posted on the **Bidding System**. Some solicitations, but not all, are conducive to receipt of response packages via the **Bidding System**. Uploaded responses are encrypted and remain effectively locked until the due date and time. To download solicitation documents, upload proposals and to submit questions online, vendors must be registered with the **Bidding System**. To register, please visit the Brazos Valley e-Marketplace website and click on **Supplier Registration**. (Please note that the City of College Station is not responsible for high internet traffic/demand at or near the time the response packages are due and that Offerors submitting their response package during peak traffic times risk their submittal not being received by the due date and time.)

Schedule of Important Dates

The tentative schedule for this Request for Proposal is as follows:

Release RFP to Vendors/Online Advertising Begins	Monday, June 14, 2021
Deadline for Questions and Inquiries	Wednesday, July 7, 2021 @ 2:00 p.m.
Proposal Submission Deadline	Monday, July 26, 2021 @ 2:00 p.m.
Contract Evaluations/Negotiations	July/August 2021
Earliest Award by City	September 2021

DEFINITIONS, TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this Request for Proposal, the following definitions shall apply:

BRAZOS VALLEY E-MARKETPLACE – Same as Bidding System.

CITY OF COLLEGE STATION – Same as City.

CITY COUNCIL – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services as specified herein.

CITY – The government of the City of College Station, Texas.

NO-CONTACT PERIOD – The period of time from the date a Request for Proposal (RFP) is issued until a contract is executed. If the City withdraws the RFP or rejects all proposals with the stated intention to reissue the same or a similar RFP for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.

OFFEROR – Any company that may submit or has submitted a proposal response to this RFP.

SUCCESSFUL OFFEROR – The Offeror awarded a contract to provide the goods and services as specified herein.

RFP – Request for Proposal

Electronic Documents

Offerors may be supplied with the original documents in electronic form to aid in the preparation of proposal(s). By accepting these electronic documents, Offerors agree not to edit or change the language or format of these documents. Submission of a proposal by Offerors signifies full agreement with this requirement.

Receipt of Proposals

The submitted proposal(s) must be received by the Purchasing Services Division before the time and date specified to be accepted. The mere fact that the proposal was dispatched will not be considered; the Offeror must ensure that the proposal is actually delivered. **Proposals received after the specified submission deadline will not be accepted.**

Questions and Inquiries

All questions and inquiries related to this RFP shall be addressed **in writing** via the Q&A feature available through the **Bidding System**. The deadline for written questions is **2:00 p.m. CST on Wednesday, July 7, 2021.**

Offeror Conduct

To ensure a fair, equitable and competitive proposal process for all participating Offerors, during the No-Contact Period, Offerors and individual(s) acting on an Offeror's behalf are prohibited from communicating with any City official, City employee or City agent other than the authorized contact person(s) in the Purchasing Services Division.

This prohibition expressly includes any communication with any City official, City employee or City agent who is intended to or who is reasonably likely to:

- a. advance the interests of the Offeror
- b. discredit the proposal of another Offeror
- c. encourage the City to cancel the proposal process
- d. encourage the City to reject all of the proposals received directly or indirectly ask, influence or persuade any City official, City employee, City agent or City board, committee or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision or agenda item regarding the proposal

Offerors may be disqualified, and rejection of proposal may be recommended for violating this provision. Further, Offerors violating this section may be subject to the City's Vendor Suspension and Debarment Policy.

This provision does not prevent an Offeror from filing a formal proposal protest in accordance with the City's policy and procedures, making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the proposal.

Reservations

The City reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP if found in the best interest of the City. All proposals become the property of the City.

Reimbursements

There is no express or implied obligation for the City to reimburse Offerors for any expenses incurred in preparing proposals in response to this RFP and City will not reimburse Offerors for these expenses, nor will City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Certification

Proposals must be completed and submitted as required in this document. Certification form must be fully completed.

Standard Contracts

The Offeror must thoroughly review the attached [Technology Services Contract](#) and [Non-Disclosure Agreement](#) and provide a statement of willingness ([Certification](#)) to utilize the contract for this project.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and any potential Offeror. Only written requirements and qualifications will be considered.

Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Payment Terms

Invoices must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery of services and billing.

Electronic Funds Transfer (EFT) Payment Method

To receive payment via EFT, please complete an Electronic Funds Transfer Authorization form and a W-9 form by downloading them from the following link: [EFT/W-9](#). Please return . EFT's are processed every Wednesday with an email payment confirmation sent to the vendor.

Negotiations

Negotiations may be conducted with responsible Offeror(s) who submit proposals that are reasonably susceptible of being selected for award based on criteria set forth in this RFP. The City, at its sole discretion, reserves the right to give Offerors reasonably susceptible of being selected for award an opportunity to make a presentation and/or interview with the Evaluation Committee. Following any presentations and/or interviews, the Evaluation Committee will make a final determination of the top-ranking Offeror and begin contract negotiations. Should negotiations with the highest ranked Offeror fail to yield a contract, or if the Offeror is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked Offeror, etc.

Disclosure

At the public opening, there will be no disclosure of contents to competing Offerors, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Offeror identifies as proprietary, all proposals will be open for public inspection after the contract award.

Award of the Contract

Although the cost of products and services to be provided is an essential part of this RFP, the City is not obligated to award a contract on the sole basis of cost. Award of the contract shall be made to the responsible Offeror(s) whose proposal is determined to offer the best value resulting from negotiations, taking into consideration the relative importance of price and the evaluation factors set forth in this RFP. In determining the best value for the City, the City may also consider, but is not necessarily limited to, the following factors:

- a. Conformity to specifications
- b. the purchase price, including payment discount terms
- c. the reputation of the Offeror and of the Offeror's goods or services
- d. the quality of the Offeror's goods or services
- e. the extent to which the goods or services meet the City's needs
- f. the Offeror's past relationship with the City
- g. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities
- h. delivery terms
- i. payment terms

- j. availability of repair and maintenance parts
- k. financial condition
- l. products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service
- m. the total long-term cost to the City to acquire the Offeror's goods or services
- n. any relevant criteria specifically listed in this RFP.

Interlocal Agreement

Successful Offeror agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of College Station.

Personal Interest

College Station City Charter Article XII: General Provision; Section 116. Members of the City Council and officers and employees of the City shall comply with state law pertaining to conflicts of interest of local government officials, including TEXAS LOCAL GOVERNMENT CODE, Chapter 171.

Disclosure of Interested Parties

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

For purposes of this section, the following definitions apply:

“Interested party” means a person who has a controlling interest in a business entity with whom the City contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker intermediary, advisor, or attorney for the business entity.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Intermediary," means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. Receives compensation from the business entity for the person's participation
2. Communicates directly with the City on behalf of the business entity regarding the contract

3. Is not an employee of the business entity

The process as implemented by the Texas Ethics Commission (“TEC”) is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission’s electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, “at the time the business entity submits the signed contract” to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

Report Fraudulent Activity

The City of College Station is committed to deterring fraud and maintaining integrity throughout our organization. Our City Auditor’s Office has established a Fraud Hotline to anonymously report what is believed to be unethical behavior by calling (877) 874-8416 or by submitting a report online at www.cstx.alertline.com . The City of College Station’s Fraud Hotline extends only to City of College Station municipal government programs or operations. Any activity involving private business or other non-municipal governmental agencies should be reported to the appropriate authorities.

SPECIAL PROVISIONS

Financial Condition

Offeror must provide audited financial statements within 30 days, *if* requested, to the City.

Contract Terms and Conditions

It is understood that any resulting contract executed will contain the Indemnification and Release language in **Exhibit B, Technology Services Contract, Article VIII, Indemnification and Release.**

Insurance Requirements

Prior to contract approval and execution by the City, the Successful Offeror shall furnish certificates of insurance meeting the requirements detailed in **Exhibit B, Technology Services Contract, Article IX, Insurance.**

GENERAL INFORMATION

The City of College Station's Utility Customer Service has self-hosted the Central Square (formerly Superior/Naviline Public Administration/SunGard Public Sector/H T E) utility billing software for about 15 years. Utility Customer Service personnel include five supervisory personnel and 15 Customer Service Representatives. Approximately 48,000 Customer/Locations are billed each month in 15 Cycles. The City bills six services: electricity, water, sewer, solid waste, drainage, and roadway maintenance. Electricity and water are metered services; sewer is based on metered water use. Each service has multiple effective-dated rates in effect. Number of billed locations is approximately 48,000. The City has never purged data from the system.

The City offers Budget or Balanced Billing to qualified customers with annual settle-up and accepts the following forms of payment: counter payments by cash, check, or credit card, online and IVR payments by credit card, and auto-pay by credit card and bank draft.

Having a large university student population, the City has a busy period of disconnects/connects during August of each year. The City seeks a system that provides a streamlined process for disconnect/connect handling.

SCOPE OF WORK

The City intends to seek the best solution, based on the requirements criteria contained in this RFP, for its Utility Billing software needs. The Successful Offeror(s) will seek to establish a turnkey, integrated hardware/software environment for the City, which will satisfy the requirements/specifications contained in this RFP, bringing to bear whatever vendor resources are required from the areas of computer system hardware, software, technical training, conversion, maintenance, and services support.

City requests that responding Offerors propose the following applications and services:

- Utility Billing System Software that provides robust reporting, scheduling, and case management functionality suitable for a municipality.
- User-friendly and responsive public interface and intuitive, easy-to-use staff interface

- Data conversion of legacy Naviline Public Administration Utility Billing module data and images
- Show actual data conversion based on the City's sample data set
- Application, technical and administrative training
- Ongoing, 24/7 support and maintenance

The City desires to contract with a single Successful Offeror for all software and software maintenance, installation, conversion, training and support with recommended hardware requirements specified in proposal. However, the City reserves the right to award the contract to any one Offeror or a combination of Offerors.

Minimum Requirements, System Requirements Document, Implementation

1. **Requirements.** The City seeks these minimum requirements in any approved proposal.

1.1 Technical Requirements. The Offeror's Proposal and the System must include a complete system design, and minimum and recommended specifications for all hardware as part of the System. The system design narrative should include, but not be limited to the following components:

- a. Server Architecture
- b. Server hardware and software application
- c. Server Clustering/High Availability design options and support
- d. DBMS, and use of software and communications protocols
- e. Minimum PC and peripheral hardware requirements including operating system, internet browser and any additional third-party components.
- f. Application development framework
- g. Any third-party software or applications required (reporting software, etc.), including any third-party software agreements.
- h. Not require the City to move to a successor software within the first three (3) years after implementation

1.2 The Offeror's system must:

- a. Provide for historical records conversion from Naviline Public Administration Utility Billing module
- b. Provide for integrated scanning of documents and a document management system to promote a paperless filing environment.
- c. Provide for process interface and website access, and other IT Accommodations as described in the attached System Requirements Documents.
- d. Provide for service/workorder processing workflow as described in attached Part 5, Requirements Documents (Exhibit A).
- e. Provide for off-site data backup if cloud-based system proposed.
 - 1. Back up files are saved to another location such as another building or cloud storage facility and is also called "off-site data protection". Off-site backups are required for disaster recovery as well as to prevent cybersecurity breaches. Backups are required. Offsite back up is preferred.

1.3 PCI DSS Compliance - The Offeror's system must meet the following Payment Card Industry Data Security Standard (PCI DSS) Compliance requirements:

- a. The Successful Offeror and any hardware/software must be PCI Certified (documentation of certification must be supplied with proposal).
- b. The Successful Offeror must provide documentation of PCI certification on an annual basis.
- c. The Successful Offeror must sign a written agreement as required by the current PCI DSS and must update the written agreement as required by future changes to PCI standards.
- d. The City currently uses the Paymentus Electronic Bill Payment & Presentment platform. City desires that Offeror's system be able to interface with Paymentus for bill payment.
- e. Must work with credit card machines that are EMV (chip-and-pin) compatible.
- f. The Successful Offeror must recognize the City is required to adhere to the PCI DSS promulgated by the PCI Security Standards Council; and Successful Offeror must possess, handle, will have access to, process, transmit, and/or store cardholder data in the performance of services provided to the City, and therefore will be considered a service provider under Requirement 12.8 of the PCI DSS; and Requirement 12.8.2 of the PCI DSS requires the City to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses, handles, has access to, processes, transmits, and/or stores on behalf of the City; and Requirement 12.8.4 of the PCI DSS requires the City to maintain a program to monitor the service provider's PCI DSS compliance status.
- g. The Successful Offeror must be responsible for the security of City payment card data it possesses, handles, has access to, processes, transmits, and/or stores.
- h. The Successful Offeror must comply with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
- i. The Successful Offeror must supply the current status of service provider's PCI DSS compliance status, and evidence of its most recent validation of compliance upon agreement execution to City. The Successful Offeror must supply to City a new status report and evidence of validation of compliance at least annually.
- j. The Successful Offeror must immediately notify the City if it learns it is no longer PCI DSS compliant and will immediately provide City the steps being taken to remediate the non-compliance status. In no event should Successful Offeror's notification to City be later than seven (7) calendar days after service provider learns it is no longer PCI DSS complaint.
- k. The Successful Offeror must acknowledge that its indemnification requirements include indemnification for failure of service provider to be and to remain PCI DSS compliant.

2. **System Requirements Documents.** The System Requirements Documents attached as Exhibit A are intended to provide a comprehensive list of features and requirements desired by the City. Responses to the System Requirements Documents will weigh heavily in the Evaluation Review and Rating phase of this RFP.

2.1 The Requirements Documents section (Exhibit A) is divided into the following sections:

- a. **Part 1 – System Requirements** – Part 1 provides a granular list of software requirements and features. Part 1 is in Excel format and must be filled out and submitted with each proposal. City acknowledges that Part 1 contains a large number of requirements/features and appreciates in advance the time and effort required to respond. City has no expectation that any vendor's offering will provide all desired requirements.
- b. **Part 2 – Data Conversion**
- c. **Part 3 – System Testing Acceptance**
- d. **Part 4 – System Performance Requirements**
- e. **Part 5 – Service/Workorder Workflow Processing Requirements** – Part 5 provides general service/workorder workflow processing requirements. City's current service/workorder workflow processing is largely manual due to lack of system integrations and a flexible workflow tool. City seeks a workflow tool with which it can create custom workflows capable of automating some workflow processing such as automated notifications sent to next workflow step owner when a workflow step is approved or completed. Please see Part 5 for more details.

2.2 Information to be provided by the Offeror for each line item on the Requirements Document, Part 1 is as follows:

- a. **S** = Feature/Function is included in the current software release.
- b. **F** = Feature/Function will be available in a future software release.
- c. **C** = Feature/Function is not included in the current software release and is not planned to be a part of a future software release. However, this feature could be provided with a custom modification.
- d. **T** = Feature/Function is not included in the current software release and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.
- e. **N** = Feature/Function cannot be provided.

3. **Warranty.** The Offeror must submit warranty language for software and services including the length of warranty.

4. **Implementation.**

4.1 **Phases.** The implementation must be completed in phases. Phases must be identified in the proposal, with major tasks and responsibilities outlined, involved staff identified, and with estimated completion dates.

- a. During implementation, the Successful Offeror must have a single dedicated implementation professional with significant experience of these types of projects, assigned as the main point of contact for the coordination, tracking and implementation execution.
- b. The response must include the Successful Offeror's plan to manage an implementation of this type of project. The plan must address the following project management components:

1. Project communications
 2. Schedule management
 3. Issue management
 4. Scope management
 5. Risk management
 6. Quality assurance
- c. A detailed Statement of Work must be provided. The SOW must break down the System implementation by tasks and state the Successful Offeror's and the City's responsibilities within each task. Tasks should include configuration, testing and interface development and deployment. The SOW must include project management services including creating and maintaining a detailed deployment plan, along with a detailed task list.
 - d. A realistic project implementation schedule beginning at contract signing. The schedule should describe tasks to be performed by the City and the Successful Offeror.
 - e. The implementation of this system is likely to alter the City's business practices. Describe the process by which the Successful Offeror will work with the City to identify and review current business processes and provide recommendations to improve the user's efficiency by leveraging the functionality of the System. Provide specific documentation to use during and after implementation regarding current and future business processes.
- 4.2 Payment.** The phase indicated in the proposal will serve as the City's checklist for progress payments or payment milestones. The City will submit payment after phase completion contingent upon inspection and acceptance by the City's project manager. The City will withhold a minimum of 20% of each payment for retainage until final complete system acceptance by the City.
- 4.3 Time of Completion.** Data conversion shall take no longer than twelve (12) months. The City shall Go Live with the software system in no longer than fifteen (15) months after the issuance of a notice to proceed, with defined roll out phases.
- a. The go live phase is when the System is "turned on" or released to the City for use in the conduct of utility billing business.
 - b. Go Live occurs after satisfactory completion of the pre-Go Live System Acceptance Testing and Data Conversion and with the formal written approval of the City.
 - c. The Successful Offeror will provide a Go Live plan specifying all steps and tasks necessary for a successful Go Live, this plan should describe tasks to be performed by the City as well as the Successful Offeror. The City can add additional steps or tasks to address specific needs. The Successful Offeror will be responsible for keeping track of the completion of these tasks and steps.
 - d. The City and the Successful Offeror will work together to confirm all tasks have been identified. The Go Live plan will be approved by the City before the Go Live execution by the Successful Offeror.
 - e. The Go Live plan must provide a failover plan in case the System go live fails, the Successful Offeror will have up to ten (10) days to either correct the issues or work with the City to develop a mutually agreeable date of when it will be corrected.
 - f. A post Go Live Reliability Test (see Exhibit A, Part 3 – System Testing Acceptance) will commence immediately following Go Live.
 - g. The City will issue written notice of Final Acceptance after successful completion of the post Go Live Reliability Test, and achievement of all milestones as specified in the Contract.

The City of College Station requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Offers shall follow the below described proposal format which organizes the response into TABs based on type of evaluation criteria. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Offerors with regard to content, but to assure the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. The proposal shall clearly separate and identify responses into Tabs A-E and each tab shall include the information outlined below.

TAB A Qualifications and experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
3. Describe the experience of the firm in the last thirty-six (36) months in performing consulting services of similar size and scope.
4. The same information must be provided for any associate firm or sub-consultant.

TAB B Rates and expenses

1. Provide two Total Cost Schedules, one for City-hosted software, and the other for Vendor-hosted software. Each schedule shall include all Year 1 costs associated with the proposed project or scope of services, to include but not to be limited to: vendor personnel, software license fees, estimated hardware costs, and travel-related expenses. Each schedule shall additionally include annual maintenance or hosting costs to begin in Year 2.
2. Successful Offeror shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
3. Proposals may be submitted on any task or combination of tasks, and may propose alternate payment methods (ie: hourly rates); however, expenses not specifically listed will not be considered.
4. The actual contract amount will be negotiated after the Successful Offeror has been selected and the scope of work finalized.

TAB C Methodology including technical approach and understanding of the scope of the project

1. Proposals must include a response for each requirement in Exhibit A Part 1, System Requirements Document. Offerors may include concise explanatory comments in the cell provided on each requirement line.
2. Proposals must include a narrative response to Exhibit A, Part 5.
3. **Point of Contact** – Proposals must identify a single dedicated implementation professional with significant experience of these types of projects for the coordination, tracking and execution of the implementation as the point of contact.

4. **Project Management Approach** - Proposals must include a narrative description of Offeror's approach to managing implementations of this magnitude. Address at a minimum the following components of project management.
 - a. Project communications
 - b. Schedule management
 - c. Issue management
 - d. Scope management
 - e. Risk management
 - f. Quality assurance
5. **System Acceptance Testing**
 - a. Exhibit A Part 3 outlines System Acceptance Testing Requirements. Proposals must agree to abide by the System Acceptance Testing requirements or submit alternative requirements to any exceptions taken.
 - b. Proposals must provide a comprehensive Acceptance Test Plan incorporating the System Acceptance Testing Requirements. The City will consider as nonresponsive any vendor that does not provide an Acceptance Test Plan, or at a minimum, a sample of the plan that illustrates the process and parameters underlying its test approach, including, but not limited to:
 - i. How each of the functional specifications in the RFP will be tracked, documented and tested before System Acceptance and Final Acceptance.
 - ii. How interfaces will be tested
 - iii. How System reliability will be tested
 - iv. How System performance and speed will be tested
 - v. How integration of System and System Components will be verified
 - vi. Remediation procedures for failed tests and found errors
 - vii. The delineation of testing tasks between the City and Offeror personnel
6. **Business Process Change** - Proposals must include description of the process by which the Offeror will work with the City to identify and review current business processes and provide recommendations to improve overall court users' efficiency by leveraging the functionality of the System. Further, what specific documentation will be provided to the City both during and after implementation regarding current and future business processes?
7. **Go Live Phase** - The go live phase is when System will be first "turned on" or released to the City for use in the conduct of Municipal Court business.
 - a. Go Live is after satisfactory completion of the System Acceptance Testing and Data Conversion and with the formal approval of the City.
 - b. Offeror must provide a Go Live plan specifying all steps and tasks necessary for a successful Go Live, this plan should describe tasks to be performed by the City as well as the Offeror. The City can add additional steps or tasks to address specific needs. The Offeror is responsible for keeping track of the completion of these tasks and steps.
 - c. The City and Offeror will work together to confirm all tasks have been identified. The Go Live plan will be approved by the City before the Go Live execution.
 - d. The Go Live plan must provide a failover plan in case the System go live fails, the Successful Offeror will have up to ten (10) days to either correct the issues or work with the City to develop a mutually agreeable date of when it will be corrected.
 - e. A post Go Live Reliability Test (see Exhibit A, Part 3 – System Testing Acceptance) will commence immediately following Go Live.
8. Proposals must include a narrative description of the Offeror's plan for accomplishing the work and services to be provided to the City.

9. Proposals must indicate a clear understanding of the scope of work, including a detailed Phased project plan, as mentioned in Scope of Work, Section 4.1 above, for this engagement outlining major tasks and responsibilities, time frames, and staff assigned for each category of project.
10. Proposals shall identify progress reports that will be made available during the process. At a minimum, project status reports shall be provided on a weekly basis and at key decision points.
11. Proposals shall clearly distinguish the Offeror's duties and responsibilities and those of the City. Absence of this distinction shall mean the Offeror is assuming full responsibility for all tasks.
12. Proposals must include a narrative description of the file and records conversion process. Offerors must sign City's Non-Disclosure Agreement attached as Exhibit C.

TAB D **References.** Provide five (5) references for City government clients of similar size for projects of similar size and complexity with go live dates within the past 36 months. Reference information shall include: Client name, project summary, software package name, project manager name/title, phone number and e-mail address.

TAB E **Certification.** Acknowledgement of any Addenda issued and a statement of willingness to sign the City's Standard [Technology Services Contract](#).

EVALUATION REVIEW AND RATING

After receipt of proposals, the City of College Station Evaluation Committee will review and rank each responsive proposal based on the criteria identified in the Format Requirements section above. Each TAB section listed below will be assigned a numerical point value by the Evaluation Committee based on their review and assessment of the TAB sections listed below. Each TAB section is assigned a maximum possible point value as listed below:

20 points	Qualifications and Experience (TAB A)
20 points	Rates and Expenses (TAB B)
10 points	Project Time-line (TAB C)
40 points	Project design and methodology including technical approach and understanding of the scope of the project. (TAB C)
10 points	References (TAB D)
100 points	Total maximum possible points

The Evaluation Review and Rating process will produce a list of the top-rated proposals that may be selected for interviews and/or software demonstrations if determined necessary by the Evaluation Committee. Following any interviews and/or presentations, the Evaluation Committee will make a final determination of the top-ranking Offeror and begin contract negotiations.

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other offeror, and that the contents of this RFP have not been communicated to any other offeror prior to the official opening of this RFP. Additionally, the undersigned affirms that the Offeror is willing to sign the enclosed Technology Services Contract (Exhibit B) and the City's Non-Disclosure Agreement (Exhibit C). Any exceptions to the City's Technology Services Contract shall be clearly identified on company letterhead.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Company Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

DUNS No.: _____

Date: _____

RFP #21-034

*****DO NOT MODIFY THIS FORM*****

Exhibit A has five parts.

Exhibit A Part 1 – System Requirements (Available for review after Part 5)

*****Exhibit A Part 1 is posted to the [Brazos Valley e-Marketplace](#) as a separate Excel file*****

Offeror's RFP response must include a response to each of the **Exhibit A Part 1** requirements.
- Please update Response and Comments columns in the Excel file with your response to each requirement and return updated spreadsheet to the City.

Exhibit A Part 2 – Data Conversion

The City of College Station's Utility Customer Service has self-hosted the Central Square (formerly Superion/Naviline Public Administration Utility Billing/SunGard Public Sector/H T E) utility billing software for about 15 years. Utility Customer Service personnel include five supervisory personnel and 15 Customer Service Representatives. Approximately 48,000 Customer/Locations are billed each month in 15 Cycles. The City bills six services: electricity, water, sewer, solid waste, drainage, and roadway maintenance. Electricity and water are metered services; sewer is based on metered water use. Each service has multiple effective-dated rates in effect. Number of billed locations is approximately 48,000. The City has never purged utility billing data.

Offeror's RFP response must include:

- Summarized narrative description of Offeror's data conversion approach and method.
- Description of prior experience converting Central Square (formerly Superion/Naviline Public Administration Utility Billing/SunGard Public Sector/HTE) utility billing data.

City may provide Offerors with a sample set of data for Offeror to convert into a DEMO system. City's expectation, if City provides a sample set of data, is that Offeror will, to the extent possible, use the DEMO system loaded with the converted data to demo its system. The sample data will be made available in PDF format. Offerors may request that alternative extract methods and formats be used in preparing the sample data. The City is not obligated to honor such requests. If such requests are honored by the City, then City will make the alternative format data available to all Offerors.

Exhibit A Part 3 – System Testing Acceptance

A. Acceptance Testing Plan. The City requires a review process to verifying the responses to all of the functional requirements and to confirm that the proposed software meets defined user requirements before software implementation. Describe your plan confirming requirements, determining modifications necessary to meet the City's specifications and then addressing those modifications. The Offeror must submit any exceptions and alternatives to exceptions. Provide a comprehensive Acceptance Test Plan (ATP) incorporating these functional requirements.

B. Acceptance Tests. The City requires three types of acceptance tests included in the ATP: **functional, performance and reliability**. Errors will be classified and attended to according to the following Error Severity Level designations.

1. **Level 1 Error** — System cannot be turned live. Issue affects multiple users, critical operations and/or database functionality. Once problem is resolved, a new acceptance test period will begin. System will not be accepted until problem is resolved and system operates for 30 consecutive days without a Level 1 or Level 2 Error.
2. **Level 2 Error** — System cannot be turned live. Functionality issue compromises productive use of the application, and a procedural workaround is not available. System will not be accepted until problem is resolved and system operates for 30 consecutive days without a Level 1 or Level 2 Error.
3. **Level 3 Error** — System may be turned live. Functionality issue compromises productive use of the application, and a procedural workaround is available. If error is not fixed within the 30-day acceptance test period, System Acceptance will be delayed until a mutually established time.
4. **Level 4 Error** — System may be turned live but contains minor errors that do not impact productive use of the application. System may be accepted. The problem will be added to a punch list and final payment will not be made until problem is resolved.

In the event a Level 1 Error is corrected by the Offeror, then subsequently fails on two (2) additional occasions within the test period, the City has the right to be refunded all previous payments under the Contract.

1. Functional Acceptance Testing Requirements

- a. The City will confirm all System functionality before System Acceptance. Each specific System function must be tested and tracked from original documentation (e.g. proposal to Contract to ATP) by the Offeror. The Offeror is required to document that the final System design, Acceptance Test Plan, and System Documentation includes each RFP requirement.
- b. During the Functional Acceptance Test the Offeror will demonstrate the operation of each proposed or required feature, function, and interface in a live environment based on the test plan that will be approved by City prior to contract signing.

- c. Should any feature, function, or interface fail, the failure will be attended to by the Offeror per the Error Severity Level as described above.

2. Performance Testing Requirements

- a. The Performance Test is to demonstrate and document, as necessary, the performance requirements as stated in Exhibit A, Part 4, System Performance Requirements. The Performance Test is conducted after the successful implementation.
- b. The System must pass the Performance Test for thirty (30) consecutive days successfully performing, according to the RFP performance requirements. Should the System fail to meet the performance criteria for any reason, the failure will be corrected by the Offeror and the Acceptance Period will restart upon correction.
- c. A second component of the Performance Test will be to demonstrate the capability of the System to handle peak volumes. For this purpose, a Stress Test will be designed and applied by the Offeror to simulate full capacity utilization of the City.
- d. A stress test is conducted to demonstrate the capability of the System or System Component to handle peak volumes. The Successful Offeror will design and apply a stress test to simulate full capacity utilization (peak volumes) of the City. The stress test should perform the equivalent of a live load testing on the application for a minimum period of three (3) hours. The test should simulate a system transaction load equal to one and half times the peak hourly volume of cases handled by the City.

3. Reliability Testing Requirements. Reliability Test is to demonstrate the operational capability and reliability of the System.

- a. The Reliability Test is conducted prior to Go Live when the System has successfully passed Functional testing, and again post Go Live. Performance and Reliability testing may be run simultaneously. A Reliability Test will be considered successful when all three of the below requirements are met during thirty (30) consecutive days:
 - i. System must demonstrate full availability during regularly scheduled Municipal Court operations.
 - ii. System performance continuously meets the Functional requirements of the Contract, as tested or verified by City personnel at any time during the thirty (30) consecutive day period.
 - iii. System performance continuously meets the Performance requirements of the Contract, as tested or verified by City personnel at any time during the thirty (30) consecutive day period.
- b. If the System Availability (as defined in Exhibit A, Part 4, System Performance Requirements) falls below the required availability mark, the Reliability Test will be stopped and considered unsuccessful. At this time the Offeror should correct any

deficiencies in preparation for a retest. If the deficiencies are of such severity that the retest cannot be initiated within fifteen (15) days of the initial failure, the Offeror should prepare a Correction Plan that details the reason for the failure and proposed correction.

- c. The Offeror will have three opportunities to complete the Reliability Test over a period of ninety (90) days. If the Offeror fails to successfully complete the test in this time period, then, at the City's option:
 - i. The Contract between the Offeror and City may be terminated as specified in the Contract.
 - ii. The Offeror will upgrade the System with whatever resources are necessary to bring the System into compliance, at no cost to City.

C. Final System Acceptance. The City will notify the Offeror in writing of the successful completion of each test. The City will issue written notice of Final Acceptance after successful completion of the post Go Live Reliability Test, and achievement of all milestones as specified in the Contract.

Exhibit A Part 4 – System Performance Requirements

System Availability. City requires the Utility Billing System Software application to be available for use 99% percent of the time 24 hours a day, 7 days a week, except for pre-approved planned downtime, or unavailability caused by circumstances beyond the control of Offeror.

Ongoing System Performance. The following specifications describe the performance requirements for the Offeror's System following formal acceptance of the System by the City and throughout the life of the Contract between the City and the Successful Offeror:

1. The hardware and software components of the System must remain operational and available for use by meeting the required System Availability.
2. The initial System hardware and software configuration should provide for all current and future volumes as described in the RFP.
3. The hardware provided or recommended should meet the capacity expectations stated in the RFP and continue to meet reliability, and performance requirements of this RFP for a period of five (5) years from Final Acceptance. The software provided should meet the functionality requirements of this RFP throughout the lifetime of the application, as well as continually improve on existing functionality.
4. The System must accommodate all volumes and other applicable sizing parameters specified in the RFP.
5. The System must function effectively from all workstations, both fixed and wireless.
6. All files and tables can be updated on-line without adversely affecting System Performance.
7. Necessary back-ups can be done online without adversely affecting System operations and without lockouts for updates.
8. The System can complete queries to interfaced databases without adversely affecting any System Component and without tying up or locking up the workstations.

In the event that the System or any System Component fails to meet any requirements of this RFP after Final System Acceptance during the warranty period as well as over the lifetime of the Contract, the Successful Offeror must take appropriate steps to correct the problem and bring the System or System Component back into compliance with the performance and reliability requirements at no cost to the City.

Exhibit A Part 5 – Service/Workorder Workflow Processing Requirements

Note: Exhibit A Part 5 is referenced in last section of the Exhibit A Part 1 spreadsheet.

City uses several processes to help manage its utility billing environment...processes for connecting new customers, processes for changing our meters, and processes for extending power transmission lines to name a few. These processes often involve multiple departments and multiple systems that are not integrated. City manually manages these workflow processes using emails, phone calls, word of mouth, etc. City desires a Workflow System to help manage the workflows in a more systematic and controlled manner that provides opportunities to increase workflow process efficiency through use of tools such as mobile devices, workflow status reporting and automated notification using commonly available resources such as email or a workflow dashboard.

Please provide a narrative description of your proposal for addressing the following requirements for User configurable workflows that support:

A. Workflow Process master file

Explanation: The process of connecting electrical service for a new customer is an example of a workflow process. The workflow process is identified in this file by a unique workflow process ID. Workflow sequences are linked to workflow process master IDs. Workflow processes can be activated or inactivated by changing a setting in the workflow process master file record.

1. User assignable 6-8 alphanumeric character process ID
2. Process description
3. Active/Inactive indicator

B. Workflow Approver master file - User must already exist in a system level user master file

Explanation: Approver or Approvers as used in this document means one or more individuals that approve a workflow request or complete a workflow task. Approval or Completion is indicated by the individual(s) clicking an Approve or Complete button. Workflow approvers can be activated or inactivated by changing a setting in the workflow approver master file record.

1. Active/Inactive indicator
2. Workflow Approver automatically set to Inactive in this file if user made Inactive in user master file
3. User preferred means of workflow notification
 - (a) Email
 - (b) Application Workflow dashboard
 - (c) Both
4. Ability to forward approvers workflows (All or specific processes) to another approver permanently or temporarily based on user input start/stop dates/times
5. Forwarding created with a stop date/time automatically terminates on the stop date/time entered when the forwarding was created.

6. Ability to list a user's workflow rules and pending workflow approval items from this screen
 7. Ability to attach documents to any existing workflow sequence regardless of status.
- C. User Workflow dashboard view from which user can view pending workflow items
Explanation: Easy to use interface with which approvers can view and approve/reject their pending workflow approvals/tasks.
1. Ability to filter by process ID
 2. Ability to approve or reject
 3. Ability to selectively forward approvals to another active approver. Approvals can be forwarded for an indefinite duration or for a user entered from/through date/time.
 4. Ability to view SO/WO (and all attached documents) being approved/complete
 5. Ability to enter comments (up to 1,000 characters) with approval/rejection
- D. User configurable workflow sequences
Explanation: The ability to create an ordered sequence of workflow approvals/tasks/notifications using features/functionalities described below.
1. Each workflow sequence requires process ID (Workflow Process master file)
 2. Up to 99 'Steps' in each workflow
 3. Each Step can have a description up to 300 characters
 4. Each workflow Step has a level assignment, 1 to 99, which controls the sequence of workflow processing
 - a. Each step has Approve/Complete/Notify indicator. Approve/Complete Steps require an approval before moving to next step. Notify Steps generate notifications, and workflow processing automatically moves to next Step.
 - b. Approve/Complete Steps can be Approved/Completed or Rejected. Rejection returns workflow back to originator for further action.
 - c. Comments up to 1,000 characters can be entered on Approvals/Completions or Rejections.
 - d. Indicator to indicate whether comments are required.
 5. Each Step identifies 1 or more approvers
 6. Indicator to indicate whether only one or all approvers must approve
 7. Approvers are notified of approval/completion request or notification when a Step on which they are an Approver becomes active due to preceding Steps having all been approved/completed/notified.
- E. Workflow administrator program
Explanation: System provides a workflow administrator access role or permission that can be granted to selected users. Users with role can manage approvers, workflow master files, workflow sequences, etc. This access also provides limited ability to 'manage' in-progress workflows including ability to add comments to in-progress workflows.
1. Ability to add comments up to 1,000 characters.

F. Reporting

Explanation: Basic reporting for all the workflow files: master files, workflow approvers, workflow sequences, pending items, approval history, etc.

1. Pending items report filtered on user input date range, approver id, process id
2. Approval history report filtered on user input created date range, user input approved/rejected date range, approver id, process ID

G. Document Attachments

1. Ability to attach documents to a workflow sequence at any Step in the workflow sequence.
2. All Steps able to see all documents attached to the workflow sequence regardless of the Step at which the document was attached.

EXHIBIT A PART 1 - FUNCTIONAL REQUIREMENTS

Response Indicators: When providing responses to the requirements in Exhibit A, Part 1 , proposers shall use the following response indicators:				
S: Feature/Function is included in the current software release.		T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.		
F: Feature/Function will be available in a future software release.				
C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.		N: Feature/Function cannot be provided.		
Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
IT Requirements				
General Technology Requirements				
1	The system should support Active Directory integration to provide the end user with a single-sign on experience.	Required		
2	The vendor must use best practices for system upgrades and upgrades, including a clear path to perform a control test before applying/releasing maintenance upgrades or upgrades and perform validation tests.	Required		
3	The system should be able to be updated in such a way that does not require extensive end user testing.	Required		
4	System updates and upgrades should be able to be deployed remotely or pushed out to workstations (if applicable).	Required		
5	Any technical support for system updates and upgrades should be provided for by the annual maintenance and support fees.	Required		
6	The vendor should provide a guarantee that the system and its components will be directly supported for a period of at least seven (7) years. If support is withdrawn during this period, a replacement solution should be provided with equivalent functionality at no cost to the City.	Required		
7	The system and its components should be certified compatible with all the Microsoft supported operating systems for a minimum of three (3) years) from end of life (as defined by Microsoft).	Required		
8	The system and its components should be supported in multiple and current web browsers, including City of College Station IT standard browsers, Google Chrome and Microsoft supported browsers.	Required		
9	The system and its component should be compatible and meet all City of College Station Information Technology system standards. Current system standards: Windows Server 2012 and higher, SQL Server 2012 and higher, Windows 10 Professional, and Office 365.	Required		
10	Software vendor must be willing and able to provide 24/7/365 software support.	Required		
General Interface Requirements				
11	Provide a download of daily billing transaction accounting data that can be manually batch loaded into the Munis general ledger system by City Finance. Please describe.	Required		
12	Provide a download of daily cash transaction accounting data that can be manually batch loaded into the Munis general ledger system by City Finance. Please describe.	Required		
13	Provide real-time API interface for Paymentus bill payments services portal.	Required		
14	The new system should have the ability to mass download meter readings to a flat file (csv or fixed width) to provide these previous reads to our meter reading vendor	Required		
15	The new system should have the ability to mass upload meter readings (including current reading, read date, read time, previous reading) from a flat file (csv or fixed width)	Required		
16	The new system should have the ability to mass upload meter inventory (including meter number, manufacturer, model number, serial number) from a flat file (csv or fixed width)	Required		
17	The new system should have the ability to perform a mass meter exchange (replacing existing meter numbers with new meter numbers for multiple locations along with an "out" and "set" meter reading) from a flat file (csv or fixed width)	Required		
18	Must successfully integrate, in real time or near real time, with Meter Operational Data Management System (MODMS).	Required		
Other IT Accomodations				
19	Provide equipment interface with various office devices: ID swiper, scanner, credit card machine, receipt printer, laser printer, ...	Required		
20	Requires users to establish user name and password prior to use	Required		
21	Provide the ability to create customized reports without vendor involvement that are viewable/printable and publishable in image (pdf, tiff) or data (excel, word, ...) formats	Required		
22	Admin and User Training should be provided	Required		
Security				
23	Internet access to system is conducted through SSL, HTT PS protocol, using TLS 1.2 and 256 bit encryption methodology	Required		
24	The software will not require local administrators rights in order to run. If elevated permissions on specific folders or registries are necessary those must be identified.	Required		
25	Security control settings can be customized using individuals, roles or groups, based on predetermined access levels and operational needs	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
26	Application access is based on individual user ID and password. Set password policies and change frequencies (active directory integration compatibility strongly preferred)	Required		
27	Application tracks unsuccessful log on attempts. Capability of notifying too many failed log on is preferred. Lock application account after continuous failed log on (i.e. after n attempts) is preferred.	Required		
28	Access to sensitive information such as social security numbers, banking information, etc., can be limited based on operational needs.	Required		
29	Sensitive data is encrypted both at rest and in transit	Required		
30	Audit trails are available, accessible and cannot be altered. Please briefly summarize.	Required		
31	City of College Station Security Requirements shall be met. Security Requirements available in the TECHNOLOGY SERVICE CONTRACT document named as "Technology Services FORM.pdf", section "ARTICLE X: TECHNOLOGY REQUIREMENTS"	Required		
General Functionality				
32	The system provides Service Order functionality for connects, disconnects, etc. Please briefly describe.	Required		
33	Vendor should describe how PCI-DSS compliance is maintained. Vendor should identify all PII data that system can safeguard.	Required		
34	The system has the ability to protect from public access an individual's personal information as requested (and in accordance with Texas State Public Information Act), including but not limited to: their name, address, phone number, email and family information.	Required		
35	The system has the ability to support quick entry of data via word completion capabilities, with override available, when entering data in system (i.e., predictive text).	Desired		
36	The system has the ability to display keyed data in all capital letters, no matter how the data was keyed.	Required		
37	The system has the ability to restrict options on certain fields to items within a drop-down list (e.g. customer type codes, rate codes, etc.).	Required		
38	The system has the ability to provide a Mass Modify tool accessible by a system administrator to make specific or global edits to data (e.g. reassign all incidents from one resource to another resource).	Required		
39	The system has the ability to provide a mobile interface or ability to interface with third party software for mobile dispatching to be used by employees working in the field on Electric, Solid Waste, and Water service orders.	Required		
40	The system has the ability to integrate with ESRI ArcGIS. Please briefly explain.	Required		
41	The system has the ability to black-out dates (ex: weekends & holidays, and other dates as specified by user) during which service orders cannot be executed.	Required		
	The system has the ability to develop, customize, and maintain up to 99 different interaction templates or scripts for different interaction types; including but not restricted to:			
42	• Service Requests;	Required		
43	• Other, user-defined.	Required		
44	The system has the ability to define data elements or fields that are mandatory or optional within scripts (e.g., address, name).	Required		
45	The system has the ability to automatically assign a unique tracking number for each interaction.	Required		
46	The system has the ability to automatically assign a date and time stamp for each interaction and all subsequent updates.	Required		
47	The system has the ability to retain and display (under user control) at least 4 years of billing and collection history on-line in 'Live' database, preferably an unlimited number of years. Please comment.	Required		
Customer Account and Location Management				
48	The system has the ability to support an unlimited number of customers.	Required		
49	The system has the ability to support an unlimited number of service locations (locations).	Required		
50	The system has the ability to EXACT VALUE search for customer information by customer id, location id, customer name, street address, phone number, driver license number, social security number, email address, DBA, etc. For any non-numeric search, system will provide list of available choices for criteria being searched if an exact match is not found. *** City prefers a service location numbering format of CS-EL-#####-### where CS is fixed, EL is type of service, six digit location ID ending in an odd number, and three digit sequence number. Please comment on ability of system to accommodate this preference	Required		
51	The system has the ability to WILDCARD search for customer information by customer id, location id, customer name, street address, phone number, driver license number, social security number, email address, DBA, etc. For any non-numeric search, system will provide list of available choices for criteria being searched if an exact match is not found.	Required		
52	The system has the ability to provide a customer overview screen displaying all customer information, including read history, billing history, payment history, notes, pending activity, account balance (in real time), and confidential accounts.	Required		
53	Software should track customer classification and type of services provided.	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
54	The system has the ability to allow duplicate accounts to be manually selected and merged into a single account.	Required		
55	The system has the ability to provide accounts with multiple mailing addresses (winter & summer, Primary and Secondary) that will be used based on date ranges.	Required		
56	The system has the ability to allow new service locations to be created without a service address(e.g., lot and block numbers only, for example: median strips).	Desired		
57	The system has the ability to search for accounts by parcel ID (PIN).	Desired		
58	The system has the ability to search for accounts by meter ID, meter route and solid waste route.	Required		
59	The system has the ability to integrate with Esri ArcGIS.	Desired		
60	The system has the ability to integrate with the City's ElectSolve Meter & Operational Data Management systems by IPKeys Power Partners.	Required		
61	The system has the ability to interface with Landis & Gyr AMI RF Gridstream Command Center. Briefly describe capabilities. System can import L&G meter manufacturer file (MMF) into the CIS meter inventory module through interface, to add new meters to inventory. Please comment.	Required		
62	The system has the ability to link assets to a location, for example solid waste containers, meters. Can link one location to many assets (e.g. refuse containers), and one asset to many locations.	Required		
63	The system has the ability to associate a landlord, property management, leasing and owner with every account (multiple contact options per unique location).	Required		
64	The system has the ability to research account details and perform account adjustments, for example remove late fees, adjust deposits off, etc...all with history of what, who, when.	Required		
65	The system has the ability to track utility read routes/sequences, including tracking of directions and GPS coordinates and written description of meter location.	Required		
66	The system has the ability to view a "Change History" of records changed by internal staff and/or customer. This history needs to be available throughout the system -- customer, service location, rates, services, autopay enrollment, account status, e-notification enrollment, etc., etc. This history needs to be easily viewed by all access levels.	Required		
67	The system has the ability to attach document images to an account. Example documents include: lease, W2, applications for service, JPEGs,	Desired		
68	Ability to store whether meter is remote connect/disconnect capable	Required		
69	Billing specific comments and notes (unlimited);	Required		
70	The system has the ability to define permanent due dates by groups of accounts where permanent due dates are not overridden by the current billing cycle due date (i.e., cycle bill due date of the 15 th , but customer has permanent due date of the 30 th).	Required		
71	The system has the ability to identify accounts related to a water conservation program, energy rebate programs or initiative. Please comment on ability to retain rebate participation history.	Desired		
72	The system has the ability to warn when multiple active customers exist on the same property.	Desired		
73	If multiple customers on single location then need ability to flag service on one customer to indicate the service cannot be assigned to any other customer on same location.	Desired		
74	The system has the ability to delineate tenant and third-party relationships. Allows user to specify that multiple people to receive the bill and delinquency notices.	Required		
75	The system has the ability to reinstate an inactive account.	Required		
76	The system has the ability to maintain inactive accounts on-line for an indefinite period of time.	Required		
77	The system has the ability to change account status to 'off' or inactive, but with past due amount. In addition, deposits would be adjusted off the account by crediting the deposit amounts that have been paid and adjusting off any amount that has not billed. (This is when the account does not actually go through final billing)	Required		
78	The system has the ability to adjust off deposits and/or apply the deposit to the account when going through final billing.	Required		
79	The system has the ability to inactivate all services at once when an account is being closed out rather than having to close each service individually.	Required		
80	The system has the ability to allow the addition and reassignment of cycles and routes without affecting the customer or location identification numbers.	Required		
81	The system has the ability to provide a customer master screen, with the ability to display multiple utility accounts and multiple addresses per customer account.	Required		
82	The system has the ability to support mass changes to accounts due to the deletion of a cycle, the merging of existing cycles, or moving a sub-segment of a cycle to another. Changes must not be allowed when customer/location is in billing process.	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
83	The system has the ability to mass add and/or change accounts. Examples include: mass adding or removing email addresses associated with e-notification; mass adding or removing auto leave on, etc.	Required		
	Ability to assign attributes, or otherwise flag customers (CUST), locations (LOC) or combination of the two (BOTH) in order to influence system functionalities or system features available for use on a customer, location, or combination of the two.			
84	(LOC) Inside Versus Outside City Limits: Billed differently Can this informatin be saved at a service level. Example: Can sewer service be flagged as outside city limits while one or more other services are flagged as inside city limit? Please comment. Does system provide a field for service provider? Example: We have some customers that receive water from Wellborn SUD, an independent third-party. Does system provide customer/service level field for us to indicate that water is provided by Wellborn SUD?	Required		
85	• (LOC) Dwelling types (Commercial, Residential):	Required		
86	• (LOC) Bill Cycles and Routes: for billing purposes	Required		
87	• (CUST) Credit Collections Exempt: Ignore customer for collections purposes/late charges	Required		
88	• (CUST) Tax Exempt (state, city, etc.): Do not charge customer tax	Required		
89	• (CUST) Cash Only: Restrict customer from making check payments	Required		
90	• Bad address: Customers with bad mailing address from Satori Capture that need to be fixed. Also, automatically puts in a pull code until reviewed/resolved. Also, need to have an option to send anyways if determined by user to be okay.	Required		
91	• (CUST) No Bill: Do not send the customer a bill (e.g. Bankruptcy)	Required		
92	• (CUST) Web Account: Customer has web account, customer/account data becomes accessible via the customer web portal	Required		
93	• (CUST) Paperless Billing: Do not produce a paper bill, only a PDF to go to the web	Required		
94	• (CUST) Permanent Pull Codes: Pull bill to go to specific user, instead of going to the customer, until changed by user	Required		
95	• (CUST) Temporary Pull Codes: Pull bill to go to specific user, instead of going to the customer, one time and then system automatically clears the pull code	Required		
96	• (CUST) Duplicate Bill: Send two bills (second bill may get mailed to a different address and is charged a fee unless it is a closing bill which should have a designation to go to a closing agent)	Required		
97	• (CUST) Referred to collection: Indicator that customer has been sent to collections	Required		
98	• (CUST) Bankruptcy: Indicator that customer has filed bankruptcy and restricts what actions can be completed on customers account	Required		
99	• (CUST) Deposit: Indicates that customer has a deposit on their account, and used for reporting	Required		
100	• (CUST) Credit Collections Lock: Example: Do not turn on water until customer pays	Required		
101	• (LOC) Water Lock: Do not turn on water until leak or other water problem is resolved	Required		
102	• Building Gone: Do not show on error reports except for consumption monitoring	Required		
103	• (CUST) Closing: Stops any late charges for one month	Required		
104	• (LOC) Sewer Only: Rate set based on avg consumption provided by customer one time.	Required		
105	• (BOTH) User defined flags/designations for reporting purposes	Required		
	The system has the ability to collect information for customer (CUST), location (LOC) or combination of the two (BOTH) that is used to identify unique billing entities for billing services, and includes the following data elements:			
106	• (CUST) Customer accounts should be assigned sequential odd numbers, and service location accounts assigned sequential even numbers.	Required		
107	• (CUST) Account Number	Required		
108	• (CUST) Account Name	Required		
109	• (CUST) DBA	Required		
110	• (CUST) Local Name	Desired		
111	• (CUST) Spouse Name	Required		
112	• (CUST) Third-Party Names	Required		
113	• (CUST) SSN or Federal ID Number	Required		
114	• (CUST) Drivers License Number	Required		
115	• (CUST) Drivers License State	Desired		
116	• (CUST) Date of Birth	Desired		
117	• (CUST) Passport or Other ID Number	Required		
118	• (CUST) Security Identifier (PIN)	Required		
119	• (CUST) Home Phone Number	Required		
120	• (CUST) Mobile Number (at least two)	Required		
121	• (CUST) Other Phone Number (at least two)	Required		
122	• (CUST) Business Number	Required		
123	• (CUST) Web Address	Required		
124	• (CUST) Email Address	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
125	• (CUST) Billing Address Line 1	Required		
126	• (CUST) Billing Address Line 2	Required		
127	• (CUST) City	Required		
128	• (CUST) State	Required		
129	• (CUST) Country	Required		
130	• (CUST) Zip Code (zip plus 4)	Required		
131	• (CUST) Account Type - Residential, Commercial, etc.	Required		
132	• (CUST) Establish Date	Required		
133	• (CUST) Disconnect Date	Required		
134	• (CUST) Last Bill Date	Required		
135	• (CUST) Past Due Notice override with proper authorization;	Required		
136	• (CUST) Shut Off Notice override with proper authorization;	Required		
137	• (CUST) Final bill indicator;	Required		
138	• (LOC) Tap date;	Required		
139	• (LOC) Tap size;	Required		
140	• (CUST) Customer Initiation (or connection or start) Date;	Required		
141	• (LOC) Service Initiation Date (when individual service on an account was started);	Required		
142	• (BOTH) Customer type (residential, commercial, multi-family, church, school, hospital, wholesale, government, or others user configurable, etc.);	Required		
143	• (CUST) Billing/Consumption/Usage/Adjustment/Collection History;	Required		
144	• (CUST, LOC) Tax ID/Parcel Number;	Required		
145	• (BOTH) Comments/Notes (unlimited);	Required		
146	• (LOC) Meter size;	Required		
147	• (LOC) Meter type;	Required		
148	• (CUST, LOC) Meter Reader Instructions (32 characters minimum);	Required		
149	• (LOC) Meter Number (with ability to assign multiple meters per account);	Required		
150	• (LOC) Remote Location Description (unlimited);	Required		
151	• (LOC) Municipal jurisdiction	Required		
152	• (LOC) CCN Area (Certificate of Convenience and Necessity)	Required		
153	• (LOC) ETJ (Extra Territorial Jurisdiction) identifier	Required		
154	• (LOC) Water Source identification code	Required		
155	• (LOC) Substation identification code	Desired		
156	• (LOC) Facility/Asset ID	Required		
157	• Parcel ID	Required		
158	• Service numbers (for each available service)	Required		
159	• Electric node	Desired		
160	• Commercial storm water, based on building square footage times a per 1,000 sqft rate.	Required		
The system has the ability to configure user-defined tiered water rates for any account type, with rates per 1,000 gallons based on usage:				
161	For example: Tier 1 1,000-10,000 gallons = \$2.26 per 1,000 gallons Tier 2 11,001-15,000 gallons = \$2.94 per 1,000 gallons Tier 3 16,000-20,000 gallons = \$3.61 per 1,000 gallons Tier 4 21,000-25,000 gallons = \$4.28 per 1,000 gallons Tier 5 26,000-above gallons = \$4.96 per 1,000 gallons	Required		
The system has the ability to support the following electric specific rates:				
162	• KW usage	Required		
163	• Time of Use (TOU)	Required		
164	• KWH	Required		
165	• KVA	Required		
166	• KVAR	Required		
167	• KVARH	Required		
168	• CKWH - credits from net meter, metered usage versus solar panel generated fed to the grid Rather than a single net meter, does the system, use two meters for solar, one for solar and the other for consumption? What rate is used for the credit rate? Please comment.	Required		
169	• Average power factor adjustment (delivery) charge (based on KVARH and KWH)	Required		
170	• Time of Use rates - ability to track usage during peak time periods and off-peak time periods, and bill each usage quantity at appropriate peak or off-peak rate.	Required		
171	• Ratchet rates (distribution demand charge)	Required		
172	• Fixed usage rates (e.g., street lights based on number of light units, wattage, and hours of darkness)	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
173	• Other user defined billing criteria. Please provide explanation of the functionalities.	Required		
Meter Reading				
174	System provides ability to enter meter reading data through data entry screens, from hand held devices, AND automated meter reading system (ElectSolve MODMS).	Required		
175	Maintain meter readings and dates independent of customer or account changes.	Required		
176	Ability to freetext describe location of meter at the service location.	Required		
177	Ability to view history of all meters that have been installed at a service location.	Required		
178	Ability to define meter read types (AMI vs manual, actual vs estimated, etc.).	Required		
179	Ability to estimate reads based on user defined history preferences.	Required		
180	Ability to graphically display consumption history for an account.	Required		
181	Ability to display average consumption by month and day for an account.	Required		
182	The system has the ability to have multiple meters associated with the same customer/location (address).	Required		
The system has the ability to track the following for installed meters:				
183	• The system has the ability assign multiple accounts to a master account to create one consolidated bill, and provide a detailed breakdown for each account (i.e., consumption, location, total usage, etc.). Please provide example bill.	Required		
184	• The system has the ability to print out and manage a detailed cycle/route report for meter routes that details the meter sequence per route and includes location account information.	Required		
185	• The system has the ability to inquire meter history by meter number, remote ID number, account number (customer) or service address (location).	Required		
186	• The system has the ability to handle meter rollovers/turnovers.	Required		
187	• Meter number of dials and necessary reading component to allow billing in 1000 gallons;	Required		
188	• Last Read Date;	Required		
189	• Current/Last read;	Required		
For electric service, The system has the ability to capture and bill the following units for electric service:				
190	• KWH	Required		
191	• KW demand	Required		
192	Please comment on which units or measure can be used in system • KVAR • KVARh • KVARh rec • KVAR TOU multiple rates	Desired		
193	• Time of Use 1. How many separate TOU rates can system accommodate? For example, can we have one rate for schools and a different rate for churches? 2. Does system capture dates and times of peak KW? 3. Does system support tiered TOU rates?	Required		
194	• Interval data (e.g., 15 minutes) 1. Can interval periods be set at individual customer level?	Required		
195	• Solar Meters – 2 registers (one to register actual usage and one to register generated fed back into the grid). Bill net amount due, or net credit due.	Required		
196	Ability to interface with ElectSolve MDM. Export data to the MDM and import data from the MDM. 1. Does system provide SSO access from MDM to CIS?	Required		
197	The system has the ability to create an interface file for downloading to an external meter reading system. In addition to the meters needing to be read, this file would contain notes, meter location, etc.	Required		
198	The system has the ability to receive an "Alexander" water meter reading interface file and electric consumption meter reading data from the MDM for uploading. In addition to the meter readings, this file would contain notes, new meters found in field, etc. from the meter readers.	Required		
199	The system has the ability to display current and previous meter reading dates.	Required		
200	The system has the ability to display current and previous meter reading values.	Required		
201	The system has the ability to automatically create service orders from meter reading trouble codes.	Required		
202	The system has the ability to provide a user-defined criteria for high and low consumption reads.	Required		
203	The system has the ability to provide a user-defined criteria for seasonal weighting of estimated usage.	Required		
204	The system has the ability to allow (with proper security) meter readings to be changed with change history captured.	Required		
205	The system has the ability to upload "free form comments" from a handheld and store the comments in association with a service location in chronological order.	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
206	The system has the ability to accept and record multiple time-stamped meter readings for the same date. Used for time of use billing.	Required		
207	The system has the ability for manually entered reads to allow the entry of the read date and time	Required		
208	The system has the ability of changing a cycle and /or route number from the old to the new for all the service addresses in that cycle/route (mass route change).	Required		
209	The system has the ability to schedule an optimum reading sequence for all routes in the system based on user-defined parameters (e.g., bi-monthly, monthly, etc.).	Required		
Meter Inventory Management and Misc. Meter Information				
210	System provides ability to enter and maintain a numeric meter multiplier factor on every meter. This factor is used in billing process to calculate billable usage based on metered consumption.	Required		
211	The system has the ability to create/update Meter numbers. 1. Can system import MMF data from L&G?	Required		
212	• Active/inactive/retired/in stock;	Required		
213	• Age/installed date;	Required		
214	• Meter pulled out of service date; and	Required		
215	• Automated meter reading device attached.	Required		
216	Ability to define and add, change and delete an unlimited number of meter types.	Required		
217	Ability to maintain an unlimited number of meters.	Required		
218	Ability to identify a meter by type, size, serial number, manufacturer, location, install date, and test date.	Required		
219	Ability to handle single solar meter number with separate return and delivery reading.	Required		
220	Ability to record unlimited number of notes for a meter	Required		
221	The system has the ability to perform mass meter exchanges. For example: The water department changes out 300 meters. The ability to remove the old meter and add the new meter (along with corresponding readings) in mass.	Required		
222	The system has the ability to mass add meters to inventory, including lat/long, radio #, etc.	Required		
Billing Management				
223	For consumption based services system can use meter multiplier factor saved in meter information to calculate billable usage based on metered consumption.	Required		
223	The system must be capable of registering Initial and Final readings via a file from the MDM to the billing system.	Required		
224	The system has the ability to produce a detailed billing register identifying all charges by account.	Required		
225	The system has the ability to produce a summary billing register detailing charges by service, rate, company and area.	Required		
226	The system has the ability to produce a summary billing register detailing charges by general ledger number.	Required		
227	The system has the ability to create a billing edit report.	Required		
228	Supports single or multi cycle billing system	Required		
229	Allows printing of multiple cycles in one billing run.	Required		
230	Generates one utility bill covering all services and charges, and itemizes charges separately.	Required		
231	Ability to send automated email or text communications to customer based on city defined parameters (delinquent accounts, late payment notices or shut off notices).	Required		
232	Provides user defined free form message on bills.	Required		
233	Ability to send bills or messages to customer phones or mobile devices via SMS or email.	Required		
234	Capable of including, but not limited to, the following information on the bill: billing date, account number, service periods, current meter reading, prior meter reading, consumption billed, itemized charges, balance forward, amount due, due date, numerical and graphical prior same period usage and average gallons per day	Required		
235	Ability to calculate Solid Waste utility based on can size, number of cans, number of pickups per weeks, residential versus commercial, landfill tonnage, pull fees, rental, contamination fee, miscellaneous, and taxes.	Required		
236	Ability to charge add on fees (dumpsters, roll offs, large items, landfill tonnage, pull fees, rental, contamination fee, miscellaneous, and taxes)	Required		
237	Generates a return stub so that cash receipts can be read with an optical character reader, scanning the account and amount.	Required		
238	Ability to view and reprint a past bill at any time	Required		
239	Produces final notices	Required		
240	Ability to produce statements for customers with multiple utility accounts	Required		
241	Ability to sort bills by zip plus four and include intelligent mail barcode to take advantage of postage discounts.	Desired		
242	Ability to export bills to a file for 3rd party printing	Required		
243	Allows printing of third party (dual notification) bills during bill run	Required		
244	Ability to not print a paper bill and email the bill to the customer (and up to four additional email addresses) or an option to both print and email	Required		
245	Ability to maintain multiple email accounts.	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
246	The system has the ability to support production of and receipting of utility bills using bar code scanning.	Desired		
247	The system has the ability to provide graphic display of usage history per account.	Required		
248	The system has the ability to perform "what if" billing calculations scenarios.	Desired		
249	The system has the ability to perform meter estimates and report on meter estimates.	Required		
250	The system has the ability to estimate a utility bill based on criteria established by the City (i.e.: on the average consumption over a user defined number of months or cycles, or using last year's actual for the same period) and shows "Estimate" on the customer's bill.	Required		
251	The system has the ability for a user to enter a manual estimate.	Required		
252	The system has the ability to calculate a credit when previous estimate was more than the actual consumption.	Required		
253	Balanced or Budget Billings -- The system has the ability to process budget billings. Please explain the functionality. Please explain annual settle-up.	Required		
254	The system has the ability to provide any customer that has had at least 12 months of utility service at the same location and is not past due on their account, to be eligible to apply for budget billing.	Required		
255	The system has the ability to average the last twelve months bills and begin billing the averaged amount.	Required		
256	The system has the ability to display actual amount, budget amount, and deferred amounts for each month's bill (budget billing history) on one screen.	Required		
257	The system has the ability to change a read and individually rebill or recalculate the bill. In essence, cancel and rebill accounts. Please comment on ability to also do this with budget billings.	Required		
258	The system has the ability to create user-defined miscellaneous charges based on account location.	Required		
259	Having the ability to bill at any time after exceptions have been verified/resolved.	Required		
260	System provides a Billing Exception Report that alerts for consumptions that fall outside of the City's user defined exception criteria. Report should include meter info, current and past consumptions, new and previous readings, days between readings, customer ID and locations ID (account number) and meter reader information (including meter reader comments).	Required		
261	The system has the ability to provide a list that details accounts that have an actual read for the current billing cycle and an estimated read for the prior billing cycle.	Required		
262	The system has the ability to post updates to accounts with new billing information before bills are mailed (e.g., amount due, reads, dates, etc.).	Required		
263	The system has the ability to apply credit and debit adjustments and positive/negative consumption adjustments to accounts anytime during the billing cycle. 1. Can system do this for solar accounts? 2. Can system apply a wholesale rate to solar credits?	Required		
264	The system has the ability to report adjustment details including dollar amount, consumption volume (gallons/cubic ft.) and rate/service code.	Required		
265	The system has the ability to enter adjustments to customer accounts (dollar amounts and/or consumption used) and reprint single billing statements reflecting the adjustments made.	Required		
266	The system has the ability to edit reads at any time, before, during, or after billing.	Required		
267	The system has the ability to prorate charges for partial billing due to initiation or termination of accounts.	Required		
268	The system has the ability to not prorate charges for cycle bills that are less than 30 or more than 30 days, but will allow for prorating partial billing of initial and final bills.	Required		
269	The system has the ability to print previous period/last year's comparative period consumption and current period consumption on each bill.	Required		
270	Briefly comment on how cycle bill dates are determine, and what frequencies are available.	Required		
271	Bills can be based on multiple components (consumption + flat meter charge per meter size per billing cycle prorated for number of days).	Required		
272	The system has the ability to calculate and print all bills due in a given month, within a single cycle or for all cycles. This process needs to have the ability to be scheduled to run after hours.	Required		
273	City bills based on rate in effect on bill date. Briefly comment on how system handles mid-cycle rate changes. We do not prorate rate increases today, but having the option to do so in the future is desired.	Required		
274	City can currently bill summer and winter rates in same bill cycle. Briefly comment on system's ability to do so.	Required		
275	The system has the ability to flag accounts for sorting associated printed bills as "Pulled" for review by staff before mailing.	Required		
276	The system has the ability to bill services separately for owner versus renter at same location (separate bills). Example: renter pays occupancy related services (water, elect, solid waste, sewer); owner pays property related services (drainage, roadway maintenance).	Required		
277	Bill-in-arrears	Required		
278	Consumption based billing	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
279	Time of use based electricity billing 1. How many separate TOU rates can system accommodate? For example, can we have one rate for schools and a different rate for churches? 2. Does system capture dates and times of peak KW? 3. Does system support tiered TOU rates?	Required		
280	Flat rate billing	Required		
281	Variable Tiered rate billing	Required		
282	Group Billing - This is master billing, the ability to bill subordinate accounts on one master account.	Required		
283	Interdepartmental Billing. Briefly comment on system's ability to do so and how it works. Can a cancel/rebill be done?	Required		
284	Miscellaneous or one-time billings and will accommodate multiple lines per bill	Required		
285	Service install or Tap install billings	Required		
286	Multiple Services (water, sewer, reclaimed, electric and more)	Required		
287	Monthly	Required		
288	The system has the ability to support proration of charges during any billing period for single or multiple rate changes.	Required		
289	The system has the ability to accommodate proration by rate type.	Required		
290	The system has the ability to bill one service based on consumption from separate service. Example: water consumption used to determine sewer charge.	Required		
291	The system has the ability to bill consumption based on a system calculated or manually entered consumption value.	Required		
292	The system has the ability to accommodate billing a flat or fixed charge for a service for each billing period.	Required		
293	The system has the ability to accommodate billing a flat or fixed charge for a service multiplied by a fixed or variable quantity (or Factor) figure each billing period.	Required		
294	For consumption based services such as electricity and water system has ability to enter a multiplier factor when meter is assigned to a customer/location, and to use multiplier factors when billing consumption based services such as electric and water.	Required		
294	The system has the ability to accommodate billing a fixed charge based on meter size.	Required		
295	The system has the ability to support the creation of a customizable utility bill format that includes graphics.	Desired		
The system has the ability to generate bills capable of being read via Optical Character Recognition OCR A font. Information must include:				
296	• Account # (whatever combination of information uniquely identifies a customer/service location combination)	Required		
297	• Bill Amount.	Required		
298	The system has the ability to use Zip+4 software for sorting of utility bills by zip code to obtain the best postal rate possible.	Required		
299	The system has the ability to reprint bills from any previous time period.	Required		
300	The system has the ability to e-mail bills (original, re-bills or reprints) in PDF format to customers when requested	Required		
301	The system has the ability to allow the customer to have more than one email address enrolled in e-notification. Example: customer email address and parent's email address both getting a copy of the bill.	Required		
302	The billing system has the ability to print current and/or historical bills in PDF format.	Required		
303	The billing system has the ability to accommodate multiple dates (due and delinquent) per customer bill.	Required		
304	The system has the ability to include total past due on the bills.	Required		
305	The system has the ability to print a budget bill, which includes the budget amount, actual charges, deferred balance, and balance due with late fee.	Required		
306	The system has the ability to bill outside of it's normal cycle, and to cancel/rebill.	Required		
307	The system has the ability to provide general system messages and account specific messages (with support for graphics and text) for printing on bills with the ability to modify those messages for each bill run.	Required		
308	The system has the ability for accounts that are paying via ACH to still generate a bill with a message indicating a user defined message.	Required		
309	The system has the ability to identify accounts where bills are generated but not printed (i.e., city facility water and electric bills). This feature sometimes is called interdepartmental billing.	Required		
310	The system has the ability to customize the bill print appearance.	Desired		
311	The system has the ability to support 8 1/2 x 11 format.	Desired		
312	The system has the ability to support graphic images, shading, bolding and other format features for bill formatting.	Desired		
The system has the ability to support a bill that presents the following data:				
313	• Bill Date	Required		
314	• Bill period for each service	Required		
315	• Previous and Current Meter readings by meter	Required		
316	• Rate Schedule per meter/service	Required		
317	• Rate Description	Required		
318	• Consumption being billed by service	Required		
319	• Meter size per service	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
320	• Meter number(s) per service	Required		
321	• Account Name	Required		
322	• Account Address	Required		
323	• Account Number	Required		
324	• Premise Address	Required		
325	• Surcharges, fees, penalties and taxes with descriptions	Required		
326	• Past Due Balance and Cut Off Date message which includes the cut off date	Required		
327	• Previous Balance	Required		
328	• Current Amount Due	Required		
329	• Bill Due Date	Required		
330	• Next meter reading date - system provides ability for user to enter next meter read date for each Cycle. Next read date displayed in message box on bill.	Required		
331	• Consumption History Graph by service	Required		
332	• Budget Bill Amount, along with actual charges, and deferred balance	Required		
333	• Subtotal by service	Required		
334	• Bill Messages, freeform, 5-6 lines, 72 characters per line	Required		
335	• Scan Line	Required		
336	The system has the ability to support different bill formats that can be defined for different kinds of bills, regular bills, final notices, etc.	Required		
337	The system has the ability to generate final bill, once the date and final read is entered, at any point during the billing cycle.	Required		
338	The system has the ability to detail unpaid charged amounts and penalties on a Final Bill.	Required		
339	The system has the ability to perform write off processing for accounts finalized and uncollectable by final date.	Required		
340	The system has the ability to automatically reinstate owner/landlord as the responsible party for all services upon termination by the tenant (i.e., student/tenant disconnects service, service is directed to landlord/owner).	Required		
341	The system has the ability to capture or store account information for the responsible party relating to account location (i.e., landlord, management company). This capability is used in auto leave-on feature to change account ownership when accounts are disconnected from the tenant.	Required		
342	The system has the ability to manually connect a customer between a departing customer and an incoming customer where the disconnect and connect dates are already established providing the responsible party to be billed (i.e., departing customer disconnects Monday, incoming customer connects five days later). This would include having both a connect and disconnect date for that customer.	Required		
Financial Management				
343	Allows positive and negative transactions adjustment with a complete audit trail	Required		
344	System automatically generates the appropriate journal entries for "Internal" accounts	Required		
345	System automatically prepares transaction batches in a batch format for posting to general ledger including billing, cash receipts, NSF's, adjustments, etc.	Required		
346	Provide automatic allocation of payments to the billed services with ability to adjust or override the default distribution	Required		
347	Accepts over payment or credit adjustment with amount maintained as unapplied credit balance or to be applied to the next service bill	Required		
348	Provides complete audit trail of payments processed for reconciliation prior to general ledger posting.	Required		
349	Ability to import payment records from e-payment and lockbox services vendors	Required		
350	Ability to accept full, over, partial, and prepayments.	Required		
351	Provide auto-pay option for customers to pay from customer's bank account or credit card.	Required		
352	Ability to scan payment information into the system using bar code or OCR scanner.	Required		
353	Ability to support payment arrangements for customers to schedule payments for outstanding balances.	Required		
354	Ability to display transaction history including bills, receipt adjustments, credits, and refunds for an account.	Required		
355	Ability to display details of transaction and drill down to transaction	Required		
356	Ability to automatically apply deposits to correct revenue accounts.	Required		
357	Ability to display account transaction history via web application	Required		
358	Ability to pay outstanding balances or set up automatic payments from credit card or checking account via web application	Required		
359	Provides ability to initiate bankruptcy on account by flagging account with bankruptcy indicator resulting in previous balance being marked as uncollectable, a cessation of collection notifications and efforts, while maintaining account history and audit trail for uncollectable balance.	Required		
The system has the ability to accommodate the following payment types for utility payments and applications, either via the utility system or a separate Cash Receipting system which is integrated to the utility system. Payment types should include:				
360	• Cash;	Required		
361	• Check;	Required		
362	• Money order;	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
363	• Cashiers check;	Required		
364	• EFT;	Required		
365	• Credit Card Payments;	Required		
366	• Recurring Credit Card Payments;	Required		
367	• Credit/Debit Card Payments taken over the Internet or phone;	Required		
368	• Credit/Debit Card Payments taken over IVR phone call; and	Required		
369	• Wire transfer	Required		
370	The system has the ability to create Daily Cash Receipts reports by payment source. (e.g. Cashiering, Remittance Processing, Lock Box, EFT, Credit Card, etc.)	Required		
371	File import from 3 rd party payment organization (i.e. lock box, ACH, etc.) May include remote locations in the City.	Required		
372	The system has the ability to indicate date payment was received for penalty calculations.	Required		
373	The system has the ability to generate a receipt with payments for multiple, separate accounts with one payment tender. The printed receipt should show the detail of each account.	Required		
374	The system has the ability to accept more than one payment in a single day from a single customer.	Required		
375	The system has the ability to perform electronic on demand posting to Munis General Ledger after accounting approval step is performed.	Desired		
376	The system has the ability to automatically split total receipted amount to appropriate General Ledger account.	Required		
377	The system has the ability to accept ACH (bank drafted) payments from banks.	Required		
378	The system has the ability to post cash receipts to utility billing module automatically from multiple terminals without interfering with other utility transactions.	Required		
379	The system has the ability for a user-defined order of payment to be applied. Example: electric deposit first, then electric, then water, etc.	Required		
380	The system has the ability to automatically distribute receipt of payments against the individual accounts on a "Master Account Bill" when payments are received.	Required		
381	The system has the ability to reverse payment for bad checks and optionally assesses a user-defined NSF charge.	Required		
382	The system has the ability to manually add flags for Cash Only and other customer warnings.	Required		
383	The system has the ability for Cash Only accounts to accept payments in the form of a credit card. In addition, there is an option to block a credit card payment for Cash Only accounts, if deemed necessary.	Required		
384	The system has the ability to fix accounts and adjust accounts by allowing for transfer of payments between accounts.	Required		
385	The system has the ability to reverse transfer balances, meaning the balance can be moved back to the original account.	Required		
Delinquency Management				
386	Ability to age accounts in 30, 60, 90, and 120 day increments.	Required		
387	Ability to automatically add late penalties or interest to delinquent accounts according to a flexible rate structure determined by the user.	Required		
388	Automatic printing of shut off notices and service orders. System provides ability to automatically email shut off notices.	Required		
389	Ability to automatically assess a charge to an account if a shut off is processed.	Required		
390	Allows selected account to be flagged as exempt from past due notices for accounts that have made payment plan arrangements.	Required		
391	Ability to change penalty date for a bill or mark the bill as penalty-exempt	Required		
392	Processes account for write-off and collection	Required		
393	Ability to populate third-party notification system with account holders information so customer can be notified prior to termination of service.	Required		
394	Ability to produce statement showing balance for customers that have already received a final bill but continue to maintain an unpaid balance.	Required		
395	The system has the ability to set up credit history criteria with the ability to indicate the credit implications of each type, such as having a delinquent bill prevents a security deposit from being refunded for a specified period of time. Other credit events would include NSF, Write Off, and Collections.	Required		
396	System allows user to remove credit event from customer credit history. For example, able to remove delinquency due to payment mistakenly applied to wrong account.	Required		
397	The system has the ability to display a delinquency line at a customer/location level showing for each outstanding bill the last day to pay, the cut-off date, and the amount of the delinquent balance subject for cut-off.	Required		
398	The system has the ability to assess late charges and provide the related customer notices.	Required		
399	The system has the ability to automatically apply a minimum flat rate for bills under a user-defined amount and/or percentage penalty/interest charge per total billed services/fees exclusive of sales tax.	Required		
400	The system has the ability to override and/or credit a penalty.	Required		
401	The system has the ability to identify and review past due account, past due at a user-defined number of days;	Required		
402	The system has the ability to identify and close all accounts past due by a user-defined number of days with an outstanding balance below a user defined threshold;	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
403	For collection agency usage the system has the ability to select and export account information to a preformatted file structure for accounts that are past due by a user-defined number of days that exceed a user defined threshold (i.e., MS Excel export, CSV file):	Required		
404	The system has the ability to allow system users with appropriate authority to modify the billing cycle thresholds.	Required		
405	The system has the ability to establish user-defined payment arrangements (i.e. payment plans, beginning and ending dates, payment amounts, due dates, etc.) Along with establishing payment arrangements, the ability to modify and/or delete payment plans.	Required		
406	The system has the ability to identify when user-defined payment arrangements are delinquent.	Required		
407	The system has the ability to produce a Customer Payment Plan Report – show summary of all payment plans that are delinquent, and the ability to generate delinquent payment plan letters as per user defined criteria.	Required		
408	The system has the ability to identify accounts in mass according to user-entered criteria, and change status (i.e., sent to collection agency).	Required		
409	The system has the ability to select accounts that have been in collections for a user-defined period of time for consideration for writing off.	Required		
410	The system has the ability for cash receipts to be reflected in customer account balance immediately after the transaction is entered into the system. Cash receipt will be pending and not finalized until posted.	Required		
411	The system has the ability to print delinquent notices monthly to customers. These are generated based on user defined minimum (based on a single past due bill and/or balance due) and number of days after payment was due, including applicable penalty amounts added.	Required		
412	The system has the ability to automatically create a service order when a cut off notice is generated. Can system generate a list or email for the Ops Desk for afterhours customer calls?	Required		
413	The system has the ability to automatically create a service order for reconnection when payment for entire past due balance is received on an account that has a cut off notice generated. Does system have ability to generate notifications to Operations for afterhour reconnections?	Required		
414	The system has the ability to automatically apply a cut/shut off charge to the customer balance if the customer initiates a reconnect.	Required		
415	The system has the ability to generate a cut off report with customer id, address information, meter id, cut off date, notes, last payment date and amount, and balance due.	Required		
Reporting				
416	Includes end user reporting tool to create reports using any field combination or partial fields within the utility billing system as search criteria	Required		
417	Ability to export reports to Microsoft Excel and Word, PDF, TXT and CSV	Required		
418	Ability to generate a list of accounts, customers or meters based on user defined selection criteria	Required		
419	Ability to generate analysis reports with user defined parameters with flexible selection criteria and grouping options	Required		
420	Ability to generate year-end financial reports including top ten consumption report and other information required by the Finance team	Required		
421	Manager configurable dashboard for key operational statistics	Required		
422	Integrated graphics allowing review of data. Please briefly explain.	Required		
The system has the ability to support rate modeling using actual or simulated consumption data to perform:				
423	• Revenue analysis and comparison	Required		
424	• Bill frequency analysis (e.g., monthly vs. quarterly billing)	Required		
425	• Rate modeling and comparison	Required		
426	• Budget estimates	Required		
427	• Revenue forecasting	Required		
428	• Retroactive rate change tests	Required		
429	• Rate simulation at the account level	Required		
430	• Service type rate simulation	Required		
431	All reports can be xported in csv, xls, txt format	Required		
432	All reports include totals (where applicable).	Required		
433	All reports include both the customer ID and location ID (where applicable).	Required		
434	The system has the ability to allow a configurable Executive Dashboard to view the status of all service requests.	Required		
435	The system has the ability to allow the creation and management of standard reports/templates with pre-defined data elements.	Required		
436	The system has the ability to run pre-defined standard reports on a given schedule.	Required		
437	The system has the ability for users to run all reports on demand against the live database.	Required		
438	The system has the ability for users to access reports by pre-defined category, i.e., customer reports, account reports, consumption reports, etc..	Required		
439	The system has the ability to allow a user to run reports against both current data and archived data at the same time.	Required		
440	The system has the ability to provide built-in graphical and charting capabilities.	Desired		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
441	The system has the ability to generate ad hoc reports. Please briefly explain.	Required		
442	The system has the ability to allow drill-down into any system generated report.	Required		
443	The system has the ability to create reports that measure performance and productivity for employee or user defined groups of employees measurement purposes.	Desired		
444	The system has the ability to provide the reports on the number of service requests of a specific type or belonging to a particular service.	Required		
The system has the ability to generate the following reports based on user-defined frequencies:				
445	• Percentage of service requests closed within specified parameters;	Required		
446	• Reporting for cut-offs;	Required		
447	• Reporting for rechecks;	Required		
448	• Reporting for disconnects by type;	Required		
449	• Reporting for connects by type;	Required		
450	• Reporting for estimated meter readings;	Required		
451	• Reporting for collections;	Required		
452	• Reporting for write-offs;	Required		
453	• Report of all meters read (total water and electric) by meter type, status, and other user-defined;	Required		
454	• Report of tampering fees;	Required		
455	• Report of NSF fees;	Required		
456	• Report of final notices;	Required		
457	• Report of delinquent reconnect fees;	Required		
458	• Report of reverse payments; and	Required		
459	• Report of transfer balances	Required		
460	• Report of accounts in deposit review	Required		
461	• Report of number of connect fees collected for electric and water.	Required		
462	• Percentage of calls closed within specified periods of time.	Desired		
463	• Report of Customers having Final Accounts w/balances and Active Accounts	Required		
464	The system has the ability to create Daily Cash Receipts reports by payment source. (e.g. Cashiering, Remittance Processing, Lock Box, EFT, Credit Card, etc.)	Required		
465	The system has the ability to produce error reports for misapplied cash payments (closed or inactive accounts, bad account number, etc.) by source. Eg. Cashiering, Remittance Processing, Lock Box, EFT, Credit Card, etc.	Required		
466	The system is able to provide Cash Receipts Audits showing overpayments, account status, etc. Please briefly explain how system identifies overpayment.	Required		
467	The system has the ability to produce monthly billed amounts reports broken down by service type (electricity, water, etc.), then by rates (residential, small commercial, etc.) that shows total consumption, total dollars billed, number of customers for that service type/rate, number of units (eg, number of apartment units). Ability to drill down to customer/account level detail.	Required		
468	The system has the ability to produce a report showing On/Off Peak Electric Revenue summary report categorized by general ledger, i.e. Large General Electric Revenue, then by service rate for On/Off Peak Charges and average cost.	Required		
469	The system has the ability to produce required FERC reports that can be modified to meet changing Federal requirements.	Required		
470	The system has the ability to utilize SQL reporting services against the utility customer database.	Required		
The system has the ability to produce the following reports:				
471	• Meter Size Report that identifies the number of meters by size;	Required		
472	• Aging Report that shows the balances for 30, 60, 90 and 120+ days on all accounts with drill-down capability by service;	Required		
473	• Report of bad checks and NSF Charges;	Required		
474	• Commercial Customer Report with Rate code/class as search criteria;	Required		
475	• Inactive Account Report that lists all inactive accounts with account balances and ability to choose only account with balances other than 0;	Required		
476	• Customer Count Report that provides the number of customers by cycle, specific category(residential/commercial) and all services	Required		
477	• Final Bill Listing Report	Required		
478	• Cycle Report, details an individual cycle, route and displays high balances;	Required		
479	• Cycle Report, printed by cycle route with meter counts subtotaled by sequence order with the user ability to select cycle(s);	Required		
480	• Customer Report, details information regarding customer's account, name, address, account number, meter info, reads, rate codes, transaction history;	Required		
481	• Top 100 Users Report, detailing highest consumption accounts (separated by commercial and residential) or highest consumption customers, providing account and usage information;	Required		
482	• Account Adjustment Detail Report (Rate Codes, Consumption Amt, Dollar Amt, Consumption charges broken out);	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
483	• Service Order Report - to show, by specified date or type, orders to be done;	Required		
484	• Consumption Report, by account, by service type (residential, commercial, etc.) and by rate/service code showing utility usage over a user-specified time interval. Flags abnormal usage (high/low/negative, etc.). Report should include meter information, consumption, new and previous readings, days between readings, customer account number and meter reader information;	Required		
485	• Summary/Totals by customer type (residential/commercial) by service code (residential, small commercial, large commercial, irrigation, etc.) giving the total number of accounts, consumption and dollars billed for a given time period;	Required		
486	• Payment History, reporting bills and associated payments received by account. Shows dates, amounts, delinquencies, penalties, account name, consumption, and address. Can be run for one account and allow user to view online;	Required		
487	• Customer Statistics Report, presenting customer characteristics including number of customers, number of customers by meter size and billing category (customer type), usage and revenue by meter size, usage and revenue by billing type code, date range, cycle, route, and by a combination of the above;	Required		
488	• Cash Receipts Listing, reporting all amounts collected against customer accounts. Can be printed on demand with user-defined criteria prior to posting;	Required		
489	• Cut/Shut Off Report, per cycle, showing accounts with one or more delinquent bills totaling over a user defined amount;	Required		
490	• Delinquent Notices Report, a listing generated based on user defined minimum and number of days after payment was due, including applicable penalty amounts added. Multiple types of notices capability (i.e. a first delinquent notice and a second delinquent notice with different parameters);	Required		
491	All master file information is accessible by the report writer;	Required		
492	Cut/Shut off Work/Service Orders;	Required		
493	On demand Billing Report, sorted on user-defined criteria, showing name, location address, current period charges by service, date billed, due date, readings, etc.	Required		
494	Monthly Customer comprehensive activity report;	Required		
495	Monthly Adjustment Report by user, by service type, or rate code;	Required		
496	Outstanding Service Order Report, showing flags based on user-defined criteria;	Required		
497	Billing Statistics (Rate Codes, Consumption Amt, Dollar Amt, Consumption & Demand charges broken out);	Required		
498	Payment Detail (identify Munis fund/account payment applied to);	Required		
499	Bill Calculation (bill process report showing accounts to be billed);	Required		
500	Bill run Billing Register (dollar, read date, by charge type and consumption detail of accounts to be billed);	Required		
501	Consumption history for any given customer/location by service with from/to dates.	Required		
502	Transaction Listing/Recap (for selected or all accounts for given date(s), and/or by transaction type)... billing, receipts, adjustments, transfer balances	Required		
503	Deposit on File report by date, by type (cash, savings bond, CD, etc.) showing dates, amount, account status (active, final or closed/active);	Required		
504	Security Deposits Refunded/Applied, with ability to run by specified date range;	Required		
505	Security Deposit activity for time period;	Required		
506	Over Due Deposit Report;	Required		
507	Collection report by specified aging criteria including all customer master file information with all forms of contact. Sent to collections agency.	Required		
508	Audit Trail reports for all update processes; and	Required		
509	Mailing list report (customer name, address, other forms of contact) for use by other departments. Select based on one or more criteria -- customer type, service, autopay, etc.	Required		
Customer Service				
510	The system has the ability to allow citizens to use a Single Sign On giving them access to the web-based citizen self-service portal, along with our payment portal (Paymentus) and AML customer portal.	Required		
511	The system has the ability to allow the web-based self-service portal to be operable up to 24 hours a day, 7 days a week.	Required		
512	The system has the ability to allow the web-based self-service portal to be accessed from the City website.	Required		
513	The system has the ability to allow the web-based self-service portal to be configured with a similar look and feel as the City website.	Desired		
The system has the ability to provide for multiple languages in the web-based self-service portal including but not limited to:				
514	• English; and	Required		
515	• Spanish.	Required		
The system has the ability to capture the following information upon receiving request, either through a telephone call or web self-service, with the ability to configure the type of information captured based on the interaction type:				
516	• Method of receiving request (i.e., call, e-mail, web portal);	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
517	• Requestor name;	Required		
518	• Requestor telephone number(s);	Required		
519	• Requestor e-mail address;	Required		
520	• Requestor mailing address;	Required		
521	• Address related to service request, if different;	Required		
522	• Preferred method of contact;	Required		
523	• System provides a vendor maintained list of valid zip codes;	Required		
524	• Zip code with the ability to validate location, City and State;	Required		
525	• Fields (comments section) for indicating needed follow-up activities;	Required		
526	• Display lists or menus containing multiple options for indicating status of interaction;	Required		
527	• Display lists or menus containing multiple options for indicating satisfaction of citizen with interaction (i.e., out of a predefined range);	Required		
528	• User ID that recorded the request; and	Required		
529	• Initial priority of service request.	Required		
530	The system has the ability to route customer portal requests to departments based on key words contained in the request.	Desired		
531	The system has the ability to print customer portal interactions complete with all information associated with the interactions.	Required		
532	The system has the ability to email or fax customer portal interactions complete with all information associated with the interactions.	Required		
Citizens Self-Service Portal				
533	• The system provides a Citizen self-service web portal Can system provide SSO access from CentraVu (MDM portal) and Paymentus?	Required		
534	• The system has the ability to allow actions made in the web-based citizen self- service portal to take effect in real time (this means without having to run a process) in the customer database. Examples include but not limited to – mailing address changes, e-notification enrollment or changes etc.	Required		
535	• The system has the ability to allow a citizen to maintain profile account information via the web-based self-service portal. System enables user configurable control of the fields directly maintainable by citizens.	Required		
536	• The Citizen self-service web portal allows customers to easily retrieve user name, or reset password. System provides security questions that customer must correctly answer to retrieve username or reset password.	Required		
537	• The Citizen self-service web portal allows for same day start/stop dates for a location. Example: A customer requests a disconnect for 8/12/19, and a customer requests a connect for the same location for 8/12/19. The system allows those dates, and doesn't require one of the dates to be altered.	Required		
538	• The Citizen self-service web portal has the ability to identify specific locations (addresses) that would require documents to be uploaded when citizens are initiating a service request, and not allow the request to be submitted without the required documents.	Desired		
539	• The Citizen self-service web portal can display Consumption History in columnar and graphical display formats, and provides download capability;	Required		
540	• The Citizen self-service web portal can display Payment History;	Required		
541	• The Citizen self-service web portal can display Current Bill;	Required		
542	• The Citizen self-service portal provides the means for consumers to make payments resulting in real-time updates to the consumer's balances due.	Required		
543	• The Citizen self-service web portal can display General Account information.	Required		
GIS Integration				
544	The system has the ability to integrate with Esri ArcGIS. Are GPS points based on parcels or service entry points?	Desired		
545	The system has the ability to provide a mobile interface with City GIS resources to employees working in the field.	Required		
546	The system has the ability to provide GIS location validation against the City's existing GIS data. Currently the City validates addresses using the land development file maintained by Planning and Development.	Required		
547	The system has the ability to pinpoint location of an interaction on a map, by address matching to a street centerline or a parcel base and then fine tuning the location using map features.	Desired		
548	The system has the ability to query from the mapping screen itself using a simple drawing tool or by pre-selected query of a GIS layer based on its attribute information.	Required		
549	The system has the ability to perform basic map viewing functions including display dynamic map data in the display window.	Required		
550	The system has the ability to use GIS mapping to assist service requests in identifying related calls, by displaying related calls or events on a map coded by user defined criteria.	Required		
551	The system has the ability to locate, link and/or attach GIS maps/overlays or images to a service request as prescribed by the user.	Desired		
Services Management				
The system has the ability to create and track metered services for the following:				
552	• Electric, permanent and temp poles	Required		
553	• Temp pole electric	Required		

Utility Customer Service				
Req #	Description of Requirement	Requirement	Response	Comments
554	• Potable Water for consumption	Required		
555	• Recycled Water	Required		
556	• Sewer based on metered water usage	Required		
557	• Potable Water for irrigation	Required		
558	• Recycled Water for irrigation	Required		
559	• Hydrant (portable meters)	Required		
560	• Solar/Net electric meters	Required		
561	• Irrigation meters	Required		
562	• User defined services as needed	Required		
563	The system has the ability to allow future available services to be created in a pending status prior to service activation without requiring meter numbers	Required		
Interfaces				
564	Please comment on system's ability to integrate: * CIS customer portal * Paymentus payment portal, and * ElectSolve customer portal	Required		
565	Critical that the Utility Customer Service system supports real time integration with Paymentus payment solutions. Briefly describe capabilities.	Required		
566	The system has the ability to interface with Munis General Ledger, Accounts Payable, Inventory, and Cash Receipting.	Desired		
567	The system has the ability to upload Cash Receipts batch to Munis General Ledger.	Required		
568	The system has the ability to create refunds to post to Munis accounts payable	Required		
569	The system has the ability to interface with I-Tron systems (MVRs format) to download routes to the PC and upload meter readings to the utility billing system. Specify in comment section other meter software you integrate with.	Required		
570	The system has the ability to interface with I-Tron handheld systems to upload/download utility account information and changes to it (including directions, notes, description, meter location, route sequence, codes).	Required		
571	The system has the ability to interface with OCR reading devices, including hand held scanners.	Required		
572	The system has the ability to interface with bar code reading devices, including hand held scanners. One potential application is barcoded refuse containers and recycling bins.	Desired		
573	The system has the ability to integrate with lockbox / remittance process for collection of utility payments.	Required		
Citizens Self-Service Portal				
574	The system has the ability to interface with Landis & Gyr AMI RF Gridstream Command Center. Briefly describe capabilities.	Required		
575	The system has the ability to interface with ElectSolve Meter & Operational Data Management systems by IPKeys Power Partners. Briefly describe capabilities.	Required		
Service/Workorder Workflow Processing Requirements				
	Please briefly describe your proposal for addressing the requirements described in Exhibit A Part 5 can be addressed.	Required		

TECHNOLOGY SERVICES CONTRACT

UTILITY BILLING SYSTEM SOFTWARE TECHNOLOGY SERVICES CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the “City”) and _____ a _____ Corporation (the “Consultant”), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I SCOPE OF SERVICE

1.01 This Contract is for Utility Billing System Software and the planning, installation, configuration, conversion, training, implementation, support, and maintenance of the Utility Billing System Software (the “Project”). The scope and details of the work to be provided to the City by Consultant for the Project are set forth in **Exhibit “A”** to this Contract and are incorporated as though fully set forth herein by reference (the “Work”). Consultant agrees to perform or cause the performance of all the work described in **Exhibit “A.”**

1.02 Consultant agrees to perform the work described in **Exhibit “A”** hereto and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit “B”** to this Contract for the Work performed by Consultant. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City’s receipt of the invoice and acceptance of the work. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

1.03 This Contract and the following Exhibit documents shall comprise the agreement between the Parties concerning the subject matter of this Contract, and in the event of any dispute arising from or related to this Contract, shall have the following order of precedence:

- a. Executed Amendments to this Contract
- b. This Contract
- c. Exhibits
- d. _____

ARTICLE II PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all Work to be performed under this Contract may not, under any circumstances, exceed _____ and ____/100 Dollars (\$_____).

ARTICLE III CHANGE ORDERS

3.01 The City may from time to time request changes in the scope and focus of the Work to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City..

- (a) When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and
- (b) When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and
- (c) **Any request by the Consultant for an increase in the Scope of Work and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such work or the right to payment for such additional work shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such Work is additional to the Scope of Work included in this Contract, the Consultant agrees to continue providing on a timely basis all work to be provided by the Consultant hereunder, including any Work as to which there is a dispute.

ARTICLE IV TIME OF PERFORMANCE

4.01 Except as provided in Article XI herein below, the Consultant shall complete all of the work described in **Exhibit "A"** by the dates set forth below:

- OR -

4.01 Except as provided in Article XI herein below, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

4.02 Time is of the essence of this Contract. The Consultant shall be prepared to provide the Work in the most expedient and efficient manner possible in order to complete the work by the times specified.

4.03 Consultant promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the Work to be performed. The Work of Consultant under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

ARTICLE V INDEPENDENT CONTRACTOR AND NONSOLICITATION

5.01 Independent Contractor. In all activities or work performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant, as an independent contractor, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the Work on the Project. The Consultant shall have ultimate control over the execution of the Work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the Scope of Work contained herein and approved by the City.

5.02 Non-solicitation. Consultant recognizes and understands that it will be interacting with City employees when performing Work under this Contract, and that it may cause irreparable harm to the City should one or more City employees perform work for Consultant either directly or

indirectly. Because of this, Consultant agrees that it shall not directly or indirectly, personally or through others, solicit or encourage, or attempt to solicit or encourage on Consultant's own behalf or on behalf of any other person or entity for hire or use the work of any employee or other consultant of the City or any of City's agents or officials. Consultant agrees to adhere to this requirement for a minimum of one year following termination of this Contract. This provision shall survive termination of this Contract.

ARTICLE VI AUTHORIZATION

6.01 The City shall direct Consultant to commence Work on the Project by sending Consultant a "letter of authorization" to begin Work on the Project.

6.02 Upon receipt of the letter of authorization to begin Work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions, methodologies and expectations; devising the criteria to be met for both interim goals and final completion of the Work.

6.03 Consultant shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Consultant shall be an independent consultant at all times and is not to be considered either an agent or an employee of the City.

ARTICLE VII WARRANTY

7.01 As an experienced and qualified professional, Consultant warrants that the Work provided by Consultant reflects high professional and industry standards, procedures, and performances. Consultant warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other work under this Contract, pursuant to a high standard of performance in the field in which Consultant works. Consultant warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the work pursuant to this Contract. Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's Work products prepared by Consultant, its employees, associates, agents, or subconsultants.

7.02 Consultant shall keep the City informed of the progress of the Work and shall guard against any defects or deficiencies in its work.

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable Work. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any Work found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable Work.

7.04 Consultant's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business.

ARTICLE VIII INDEMNIFICATION AND RELEASE

8.01 Indemnity. The Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees, volunteers and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Consultant, any of its subconsultants of any tier, or of any employee or invitee of Consultant or of any such subconsultants, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Consultant or by any such subconsultants of any tier, under this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

8.02 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 Paragraph 8.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

8.03 Release. The Consultant 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, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless

provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE IX INSURANCE AND PERFORMANCE BOND

9.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below:

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

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.
- (e) Cyber Liability.

9.03 Certificates of Insurance. For each of these policies, the policy shall be endorsed to show the Consultant's insurance coverage as 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 Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, on the most current State of Texas Department of Insurance-approved forms, attached hereto as **Exhibit C**, and approved by the City *before* work commences.

9.04 Additional Insurance. The Consultant shall include all subconsultants as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subconsultant. Coverages for subconsultants shall be subject to all requirements stated herein.

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

- (a) Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- (c) "Claims made" policies are not accepted, except for Professional Liability insurance.

- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - i. The licensed insurance company is authorized to do business in the State of Texas
 - ii. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - iii. All endorsements and coverages are included according to the requirements of this Contract
 - iv. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- (f) The City of College Station, its officials, agents, employees, and volunteers are to be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees, and volunteers.

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

- (a) Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum limits of liability of \$1,000,000 per occurrence per project with a \$2,000,000 annual aggregate limit.
- (c) Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.
- (e) The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and Host Liquor Liability.
- (f) The City shall be named as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

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

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

- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

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

- (a) Employer's Liability limits of \$1,000,000 for each accident is required.
- (b) "Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04" shall be included in this policy.
- (c) Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000 unless otherwise agreed in writing by both parties. Financial statements shall be furnished to the City upon request.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of work for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

9.10 Cyber Liability. Minimum limits of \$5,000,000 for third party losses. Coverage must include:

- (a) Event Management;
- (b) Unauthorized Access/use;
- (c) Computer Virus;
- (d) Denial of Service Attack;
- (e) Libel, Cyber-libel, Slander, Product Disparagement;
- (f) Violation of Right of Privacy;
- (g) Regulatory Costs;
- (h) Privacy Costs- Privacy Injury and Identity Theft;
- (i) Programming Errors & Omissions Liability;

- (j) Replacement or Restoration of Electronic Data (First Person);
- (k) Extortion Threats;
- (l) Business Income and Extra Expense (to \$1 million);
- (m) Public Relations Expense; and
- (n) Security Breach Expense.

9.11 Performance Bond. Consultant shall furnish the City a performance bond to guarantee the faithful performance of the terms of this agreement. Such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) Consultant shall execute a performance bond for the first two (2) years of the Agreement. In the event that implementation activities are not complete after the expiration of the initial twenty-four (24) month term, City may elect to renew or extend the term of the performance bond, and City shall be solely responsible for providing Consultant with notice of said renewal.
- (b) The bond Surety shall be authorized under the laws of the State of Texas to provide a performance bond and shall have attached proof of authorization of the Surety to act in the performance and payment of bond.
- (c) Consultant shall provide original, sealed, and complete counterparts of the executed bond form attached in **Exhibit "D" Performance Bond**, together with valid original powers of attorney, before execution of this Contract. The executed bond shall be attached as **Exhibit "D" Performance Bond**.

ARTICLE X TECHNOLOGY REQUIREMENTS

10.01 Cloud Provider. When some or all of the Consultant's Work involve being a Cloud Provider, the following shall apply:

- (a) **Security Policies and Procedures.** The Consultant shall provide the City with copies of its information security policies and procedures within three (3) business days upon City's request covering:
 - i. Data Classification and privacy;
 - ii. Security training and awareness;
 - iii. Systems administration, patching and configuration;
 - iv. Incident response;
 - v. Managing workstations, mobile devices and antivirus applications;
 - vi. Backups, disaster recovery and business partners and contractors;
 - vii. Audit and testing schedules;
 - viii. Requirements for third-party business partners and contractors;
 - ix. Compliance with information security or privacy laws, rules, regulations or standards;
 - x. Evidence of background checks that support security of sensitive or confidential information;

- xii. Disclosure of previous data breaches; and
- xiii. Any other relevant information regarding security policies or procedures.

(b) **Industry Best Practices.** Consultant must provide all services using the best commercially-available security technology and techniques according to industry best practices and standards; including those relating to fraud prevention and detection and any other inappropriate system and network use or access, including:

- i. Providing secure (SSL, HTTPS, or similar) access to all levels of users as defined by the City via the internet;
- ii. Having controls meeting applicable laws and the latest Framework for Improving Critical Infrastructure Cyber security from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;
- iii. Completely testing and applying patches for hardware bios/firmware, bare metal operating systems (e.g. VMware ESXi), virtualized server operating systems, and software products before release; and
- iv. Having all servers providing work to the City solely physically located within the continental United States of America. Consultant must house all servers and equipment in an operational environment meeting industry standards including a climate-controlled room with a fire and security hazard detection system and a network and electrical redundancy system, including backup Uninterruptable Power Supply (UPS) and automatic fail-over stand-by generators and physical security.

(c) **Data Breach.**

- i. **Notice.** Consultant must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Consultant must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Consultant must:
 - 1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
 - 2. Promptly implement necessary remedial measures; and
 - 3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to make changes in business practices in providing the work, if necessary.
- ii. **Consultant Agreement Breach.** If a data breach results from Contractor's breach of the Contract, Consultant must:
 - 1. Bear any costs associated with the investigation and resolution of the data breach

2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;
3. Engage a credit monitoring service or identity protection service;
4. Publish a website or toll-free number and call center for affected individuals as required by state or federal law;
5. Complete all corrective actions as reasonably determined based on root cause; and
6. Send the City written findings and remedial measures from the data breach.

(d) Preventive Security Procedures. Consultant must:

- i. Provide on-going software updates as they become available complying with the defined maintenance windows. The Consultant must completely test updates; including any bug fixes, patches and other improvements;
- ii. Monitor system and error logs and perform preventive maintenance to minimize and predict system problems, including initiating and completing an appropriate response;
- iii. Conduct a third-party independent security/vulnerability assessment at its own expense at least annually and submit the results of such assessment to the City;
- iv. Agree to third-party application and vulnerability security scans and schedules;
- v. Comply with the City's directions/resolutions to remediate security/vulnerability assessment results;
- vi. Limit logical and physical access to all system components and provide access only to those individuals with a business need for work provided. Individuals who have access to systems and data must have a criminal background check;
- vii. Annually audit the data center through an independent third-party auditor. Audit results must form part of the Consultant's applicable Service Organization Control (SOC) report. The audit results must comply with industry standard controls for data security and disaster recovery that the Consultant shall report to the City in writing; and
- viii. Take all necessary measures to protect the data and encryption keys including, but not limited to the off-site servers daily backup according to industry best practices and encryption techniques.

(e) Disaster Recovery. In the event of system breach, Consultant shall notify the City and restore the system within twenty-four (24) hours from discovery of breach.

(f) Closeout.

- i. **Agreement Expiration.** When the Agreement term expires or terminates, and at any other time at the City's written request, Consultant must promptly

return to the City all intellectual and physical property subject to the Agreement including, but not limited to system configuration data and information in file or document formats in the Consultant's possession or control.

- ii. **Access.** The City will have access to export and retrieve its data for no less than ninety (90) days after the Agreement expiration or termination date. The City must be able to access its data at any time during the Agreement term in a readily readable, structured and documented format, such as CSV-format or some other standard format offered by the Consultant. The Consultant must provide the City transition work after Agreement expiration or termination at Consultant then-current and generally-charged hourly rates.
- iii. **Data Removal.** At the City's request upon Agreement expiration or termination, the Consultant must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Consultant's servers to the extent possible based on the then-current technology available. Consultant must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Consultant will not otherwise delete the City's data without City's prior written consent.

10.02 Premise Solutions. When some or all of the Consultant Work involve providing Premise Solutions, the following shall apply:

(a) Requirements: Contract must:

- i. Provide the City with its security architecture. The security architecture must at a minimum meet applicable laws and the latest Cybersecurity Framework for Improving Critical Infrastructure from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;
- ii. Have data access limited to only required support service;
- iii. Evidence of background checks that support security of the City's sensitive or confidential information;
- iv. Notify the City within twenty-four (24) hours when any patches resulting from security vulnerability and threats become available;
- v. Provide City with all applicable security assessments, audits and certifications related to system security annually;
- vi. Train City staff on security-related procedures regarding system operation and maintenance; and
- vii. Take all necessary measures to protect the City's data and data encryption when applicable.

(b) Data Breach.

- i. **Notice.** Consultant must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Consultant must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Consultant must:

1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
2. Promptly implement necessary remedial measures; and
3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to change business practices in providing the work, if necessary.

- ii. **Contractor Agreement Breach.** If a data breach results from Consultant's breach of this Agreement, Consultant must:

1. Bear any costs associated with the investigation and resolution of the data breach;
2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;
3. Engage a credit monitoring service;
4. Publish a website or a toll-free number and call center for affected individuals as required by state or federal law;
5. Complete all corrective actions as reasonably determined based on root cause; and
6. Send the City written findings and remedial measures from the data breach.

- (c) **Data Removal.** At the City's request upon Agreement expiration or termination, the Consultant must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Consultant's servers to the extent possible based on the then-current technology available. Consultant must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Contractor will not otherwise delete the City's data without City's prior written consent.

10.03 Background Checks. The Consultant agrees to assume all responsibility for and to perform background checks on all its employees, agents and assigns working on the Project. Such background checks include but are not limited to, criminal records and civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records reports, and verifications of employment, and education. This must be done prior to such individuals commencing their work on the Project. Consultant agrees to produce any and all background checks information as described herein when

requested to the City. To the degree allowed by applicable law, City agrees to keep such information confidential.

10.04 Work Completion. Unless explicitly provided for otherwise in this Contract or expressly mutually agreed upon by the parties in writing, the Work will be considered complete when it functions in the City's current technology environment.

ARTICLE XI TERMINATION

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

11.02 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City or because of any breach of contract by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XII MISCELLANEOUS TERMS

12.01 Venue and Applicable Law. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

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

CITY:

City of College Station

Attn: _____

P.O. Box 9960

College Station, Texas 77842

@cstx.gov

CONSULTANT:

Attn: _____

12.03 Performance of Work. Consultant, its employees, associates or subconsultants shall perform all the Work hereunder. Consultant agrees that all of its associates, employees, or subconsultants who work on this Project shall be fully qualified and competent to do the Work described hereunder. Consultant shall undertake the Work and complete it in a timely manner.

12.04 Compliance. The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Consultant may not knowingly obtain the labor or work of an unauthorized alien. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

12.05 Waiver. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

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

12.08 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

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

12.10 Bound by Terms. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

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

12.12 No Boycott Israel. To the extent this Contract is considered a contract for goods or work subject to §2270.002 Texas Government Code, Consultant verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

List of Exhibits

- A.** Scope of Work
- B.** Payment Schedule
- C.** Certificates of Insurance
- D.** Performance Bond
- E.** _____

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Exhibit A
Scope of Work

SAMPLE

Exhibit B
Payment Terms

SELECT ONE:

Compensation is based on **actual** hours of work/time devoted to providing the described work. The Consultant will be paid at a rate of \$_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rate of _____ percent (_____%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$_____).

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

-OR-

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

Schedule of Payment for each phase:

Exhibit C
Certificates of Insurance

SAMPLE

Exhibit D
Performance Bond

SAMPLE

PERFORMANCE BOND

Bond No. _____

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

THAT WE, _____, as Principal, hereinafter called
“Consultant” and the other subscriber hereto _____, as
Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal
corporation, in the sum of _____
and _____/100 Dollars (\$_____) for the payment of which sum, well and truly to be made
to the City of College Station and its successors, the said Consultant and Surety do bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Consultant has on or about this day executed a **Contract** in writing with the City of
College Station for _____,
_____,
all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the
City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Consultant shall faithfully and strictly perform Contract in all its terms,
provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract
Documents referred to therein and shall comply strictly with each and every provision of the Contract, including
all warranties and indemnities therein and with this bond, then this obligation shall become null and void and
shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its
representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor
with the terms of the Contract, including the making of payments thereunder and, having fully considered its
Principal’s competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby
waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees
that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of
the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in
the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration
of thirty (30) days from the acceptance of the Work is intended for the City’s benefit, and the City of College
Station shall have the right to pay or withhold such retained amounts or any other amount owing under the
Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Consultant and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Consultant under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Consultant and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

Bond No. _____

FOR THE Consultant:

ATTEST & SEAL: (if a corporation) (SEAL)

WITNESS: (if not a corporation)

(Name of Consultant)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

(Address of Surety for Notice)

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE STATION,
TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between City of College Station, a Texas Home-Rule Municipal Corporation (“City or Disclosing Party”), and _____, (“Receiving Party”) both collectively referred to as the “Parties” and in consideration of the mutual covenants contained herein the Parties agree as follows:

1. Definitions: The following term(s) shall have the definitions listed below in this Agreement.

a. Disclosing Party means the City or its representatives providing Information that is confidential and proprietary to the Receiving Party.

b. Receiving Party means a Party or its representatives receiving confidential and proprietary Information from the City.

c. Information

i. In its broadest form, information means any information or data relating to the Project, whether oral, written, electronic or otherwise, which is received by the Receiving Party from the Disclosing Party, including but not limited to criminal justice records; court records; personal identifying information; driver records; technical, financial or business data; analyses, models and designs in any form; all technical, economic, financial, pricing, marketing or other information in whatever form transmitted; patents; customer lists; scientific, technical and business studies; analyses; processes; plans; methods; procedures; policies; information; designs; work product; reports; drawings; models; configurations; formulas; data; know-how; software programs; improvements; inventions; techniques; plans; strategies; forecasts and computer programs.

ii. Notwithstanding anything to the contrary contained herein, the term “Information” does not include any information or data which:

a. is or may become a part of the public domain without any breach of this Agreement

b. was already lawfully in the Receiving Party’s possession before any disclosure hereunder, and not subject to any pre-existing contractual, legal, or fiduciary obligations with respect to confidentiality owed to the Disclosing Party by the Receiving Party

c. is obtained by the Receiving Party from a third party (other than a person or entity acting on behalf of or who is an affiliated entity of the Disclosing Party) who the Receiving Party has no reason to believe is not lawfully in possession of the Information and who the Receiving Party has

no reason to believe is in violation of any contractual, legal or fiduciary obligation to the Disclosing Party with respect to the Information

- d. is independently developed by the Receiving Party without the benefit or use of any Information received hereunder
- e. is agreed to by the Disclosing Party to be made public
- f. is required by the appropriate regulatory or judicial authority to be disclosed by law in accordance with a fully adjudicated order and is not subject to further protection or ongoing confidential treatment pursuant to that fully adjudicated order.

iii.. If only a portion of the Information falls under one of the above exceptions, then only that portion is excluded from this Agreement. If the Receiving Party is required by any statute, regulation, rule, ordinance or request of a governmental body or a request of an opposing party in any action before any governmental body to disclose Information received under this Agreement, the Receiving Party shall promptly notify the Disclosing Party in writing, so the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order, Receiving Party is nonetheless legally compelled to disclose any portion of the Information, it may do so without liability so long as such disclosure is limited to the information legally required to be disclosed.

d. **Purpose** means to disclose certain Information for submission of a proposal on the Municipal Court Management Software System. ("Project").

e. **Representative** means any officer, director, employee, agent or consultant of a party.

2. **Purpose.** The City may exchange certain Information which is proprietary or confidential to such party for the Purpose in oral, written, printed or electronic form. The Receiving Party will hold the Information it receives in confidence and must use it only for the Purpose.

3. **Confidential.** Information the Disclosing Party provides to the Receiving Party is confidential and proprietary. The Receiving Party agrees to hold in confidence Information received from the Disclosing Party and at Receiving Party's own expense must use the best commercially-available security technology and techniques according to industry best practices and standards, policies and procedures, including those relating to fraud prevention and detection and any other inappropriate system and network use or access to prevent the disclosure of such Information.

4. **Disclosure.** The Receiving Party will disclose Information only to its representatives having reason to know it for the Purpose and who are advised by the Receiving Party that the Information is confidential and is not to be disclosed to third parties and only used for the Purpose.

5. **Data Removal.** At the City's request upon Agreement expiration or termination, the Receiving Party must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Receiving Party's servers to the extent possible based on the then-current technology available. Receiving Party must provide the City a written and signed statement confirming data has been removed, deleted, purged, overwritten or otherwise rendered inaccessible.

6. **Warranty.** The Information is provided on an "AS IS" basis. THE DISCLOSING PARTY DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE TO THE RECEIVING PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE INFORMATION.

7. **Rights to Information.** The Disclosing Party retains all rights, title and interest in and to the Information. Upon the Disclosing Party's request, the Receiving Party shall return the Information to the Disclosing Party or destroy the Information upon completion of the Purpose or upon the termination of this Agreement.

8. **Copyright.** All rights acquired under the patent or copyright laws of the United States or of a foreign country with respect to Information are hereby expressly reserved to the owner of such Information. Nothing in this Agreement shall be construed as granting a license, expressed, implied, or otherwise, for any invention, discovery or improvement made, conceived or acquired before, on or after the Effective Date of this Agreement. The disclosure of Information shall likewise not be construed as any representation, warranty, assurance, guaranty, or inducement by the Disclosing Party with respect to infringement of any patent or other proprietary right.

9. **Breach of Contract.** If the Receiving Party breaches this Agreement, the City will be entitled to an injunction restraining the breaching party from disclosing or making unauthorized use of any Information, in addition to all other available remedies in law or equity. The Receiving Party further waives any requirement that the Disclosing Party post a bond in connection with obtaining any such equitable relief, and agrees that any violation of this Agreement may cause irreparable injury or harm to the Disclosing Party.

10. **Term.** This Agreement is effective for two (2) years after the Effective Date. The City may terminate this Agreement at any time for convenience. In the event of such termination, the City will notify the Receiving Party in writing and the Receiving Party shall cease work immediately.

11. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, County of Brazos, without regard to any conflicts or choice of law principles that might otherwise apply.

12. Amendment. This Agreement may only be amended by written instrument approved and executed by the parties.

13. Assignment. Neither party shall assign or in any manner transfer its interest in or obligations under this Agreement without the written consent of the other party.

14. Entire Agreement. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by all parties. This Agreement shall not be assignable by any party, and no party may delegate its duties under this Agreement without the prior written consent of the other party. In no event will the failure of either Party to object to any unauthorized disclosure or use of Information, or to enforce any provision of this Agreement, operate as a modification of this Agreement or as a waiver of its provisions with respect to any past, present, or future unauthorized disclosure or use.

15. Notice. Any official notice under this Agreement will be sent to the following addresses:

CITY OF COLLEGE STATION

RECEIVING PARTY

Attn: Lisa Davis

Attn: _____

P. O. BOX 9960

1101 Texas Ave

College Station, TX 77842

ldavis@cstx.gov

16. Invalid Provisions. If any provision is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Waiver of Terms. No waiver or deferral by either party of any Agreement term or condition shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

18. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of both parties, their heirs, legal representatives, successors and assigns.

19. Agree to Terms. The parties state they have read the Agreement terms and conditions and agree to the Agreement terms and conditions.

20. Effective Date. The Effective date is the date of the last party executing the Agreement making it fully executed.

RECEIVING PARTY

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

September 22, 2022
Item No. 8.6.
Increase for Gasoline and Diesel Fuel

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on authorizing additional expenditures up to \$500,000 for the purchase of fuel through an existing contract with Fikes Wholesale, Inc.; bringing the total annual estimated expenditure to \$1,900,000.

Relationship to Strategic Goals:

1. Good Governance
2. Financial Sustainability
3. Core Services & Infrastructure

Recommendation(s): Staff recommends approval of additional expenditures up to \$500,000

Summary: On November 22, 2021, City Council approved the second renewal of an annual contract with Fikes Wholesale, Inc. for the purchase of gasoline and diesel fuel for an annual estimated expenditure amount of \$1,400,000.00. Purchases are based on a contracted selling price comprised of the OPIS daily price per gallon (which fluctuates), the contractor's firm fixed profit (mark-up) amount, freight, and applicable taxes. Additional expenditures are necessary to complete the second renewal term due to an exponential increase in the daily price per gallon for gasoline and diesel fuel and not because of an increase in mark-up, state excise taxes or delivery fees. Renewal 2 expires November 30, 2022 with two 1-year renewal options remaining.

Budget & Financial Summary: Funds are available and budgeted in each fund. Expenses are charged to the appropriate fund/department as fuel is used.

Attachments:

None

September 22, 2022
Item No. 8.7.
Rock Prairie Road Change Order

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion and possible action regarding Change Order No. 1 for an amount not to exceed \$70,000 to the construction contract with Larry Young Paving for the Rock Prairie Road West Project.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This change order is for traffic control related to the railroad work to be completed by Union Pacific Railroad (UPRR) on the Rock Prairie Road West Project. City staff was notified on September 16, 2022 of UPRR's intent to close the Rock Prairie at Wellborn Rd intersection on September 27, 2022 to complete the first of three closures that require UPRR work. The City is responsible for providing traffic control for UPRR. UPRR has indicated that the three different closures will happen over the next 60 days. However, it is at UPRR's discretion to schedule their work. If the timeline extends beyond 60 days, another change order may be needed.

Budget & Financial Summary: There are sufficient project funds available for this change order and other future expenses.

Attachments:

1. Change Order 1 Rock Prairie

September 22, 2022

Item No. 9.1.

FDBT Building 200 Expansion Public Utility Easement Abandonment

Sponsor: Anthony Armstrong

Reviewed By CBC: N/A

Agenda Caption: Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.087 acre portion of a 15-foot Public Utility Easement, said portion lying due east of the terminus of Biomedical Way, of the Traditions Subdivision Phase 23 according to the easement agreement recorded in Volume 13417, Page 155, of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy

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

Summary: The public utility easement abandonment is being requested by the applicant as a result of a desire to expand the existing building to this area. There is existing infrastructure within the easement that is part of a current Site Plan application that will remove the waterline located here.

The 0.087 acre public utility easement is located due east of the current terminus of Biomedical Way Drive.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map
5. Application

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.087 ACRE PORTION OF A 15-FOOT PUBLIC UTILITY EASEMENT, SAID PORTION LYING DUE EAST OF THE TERMINUS OF BIOMEDICAL WAY, OF THE TRADITIONS SUBDIVISION PHASE 23 ACCORDING TO THE EASEMENT AGREEMENT RECORDED IN VOLUME 13417, PAGE 155, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.087 acre portion of a 15-foot Public Utility Easement, said portion lying due east of the terminus of Biomedical Way, of the Traditions Subdivision Phase 23 according to the easement agreement recorded in Volume 13417, Page 155, of the Official Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Public Utility Easement”); and

WHEREAS, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City only upon completion of the following conditions:

1. The City shall retain the Public Utility Easement until such time that the existing waterline has been removed per the construction plans approved by the City, in a form acceptable to the City.

PASSED, ADOPTED and APPROVED this 22nd day of September, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

April 28, 2022
Job No. 22-0041
Page 1 of 2

EXHIBIT "A"
EASEMENT ABANDONMENT

BEING A 0.087 OF AN ACRE (3,795 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN H. JONES SURVEY, ABSTRACT NO. 26, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING OUT OF A CALLED 1.138-ACRE TRACT OF LAND DESCRIBED IN AN EASEMENT AGREEMENT TO THE CITY OF COLLEGE STATION, TEXAS, RECORDED IN VOLUME 13417, PAGE 155, OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (O.P.R.B.C.T). SAID 0.087 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE at a 1/2-inch iron rod with cap stamped "KERR" found for the south corner of Lot 2, Block 1 as depicted on the final plat of The Traditions Subdivision Phase 23, recorded in Volume 11293, Page 184, O.P.R.B.C.T., same being an interior "ell" corner of Lot 3, Block 1 as depicted on the final plat of Traditions Subdivision Phase 24 and 25, recorded in Volume 16118, Page 69, O.P.R.B.C.T.;

THENCE, North 48° 07' 58" West (North 48° 08' 32" West) [North 48° 08' 12" West] with the common line of said Lot 2 and said Lot 3, at a distance of 99.65 (99.65) feet pass a point for the southeasterly corner of said 1.138-acre tract, at a distance of 114.65 (114.65) feet pass a point for a corner of said 1.138-acre tract, continuing for a total distance of 382.64 feet to a point for a corner of said 1.138-acre tract;

THENCE, North 41° 59' 19" East (North 41° 58' 45" East) departing from said Lot 3 and with the southerly southwest line of said 1.138-acre tract, a distance of 179.47 (179.47) feet to a point for an interior "ell" corner of said 1.138-acre tract, same being the west corner of the herein described tract and for the **POINT OF BEGINNING**;

THENCE, North 41° 59' 19" East (North 41° 58' 45" East) departing from the southerly southwest line of said 1.138-acre tract, a distance of 15.00 (15.00) feet to a point for the north corner of the herein described tract, same being an interior "ell" corner of said 1.138-acre tract;

THENCE, South 48° 00' 37" East (South 48° 01' 11" East) with the northerly southwest line of said 1.138-acre tract, a distance of 252.99 (252.99) feet to a point for the east corner of the herein described tract, same being an interior "ell" corner of said 1.138-acre tract;

THENCE, South 41° 59' 19" West departing from the northerly southwest line of said 1.138-acre tract, a distance of 15.00 feet to a point for the south corner of the herein described tract, same being an interior "ell" corner of said 1.138-acre tract;

THENCE, North 48° 00' 37" West (North 48° 01' 11" West) with the southerly southwest line of said 1.138-acre tract, a distance of 252.99 (252.99) feet to the **POINT OF BEGINNING** and containing 0.087 of an acre (3,795 square feet) of land.

*****Notes integral to this description continue on Page 2*****

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Corporate: 401 26th Street, Suite 3 / Bryan, Texas 77803 • 1-877-GESSNER • www.gessnerengineering.com

CIVIL CONSTRUCTION MATERIALS TESTING GEOTECHNICAL STRUCTURAL SURVEYING

Notes:

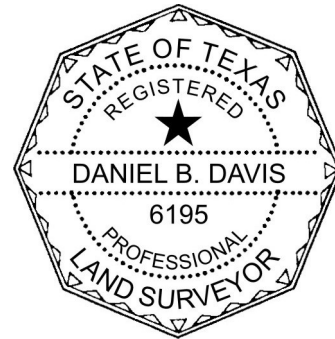
A parcel plat of even date was prepared in conjunction with this property description.

All bearings and distances listed in parentheses denote record data recorded in Volume 13417, Page 155, O.P.R.B.C.T. All bearings and distances listed in square brackets denote record data recorded in Volume 11293, Page 184, O.P.R.B.C.T.

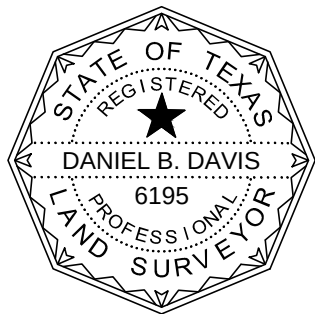
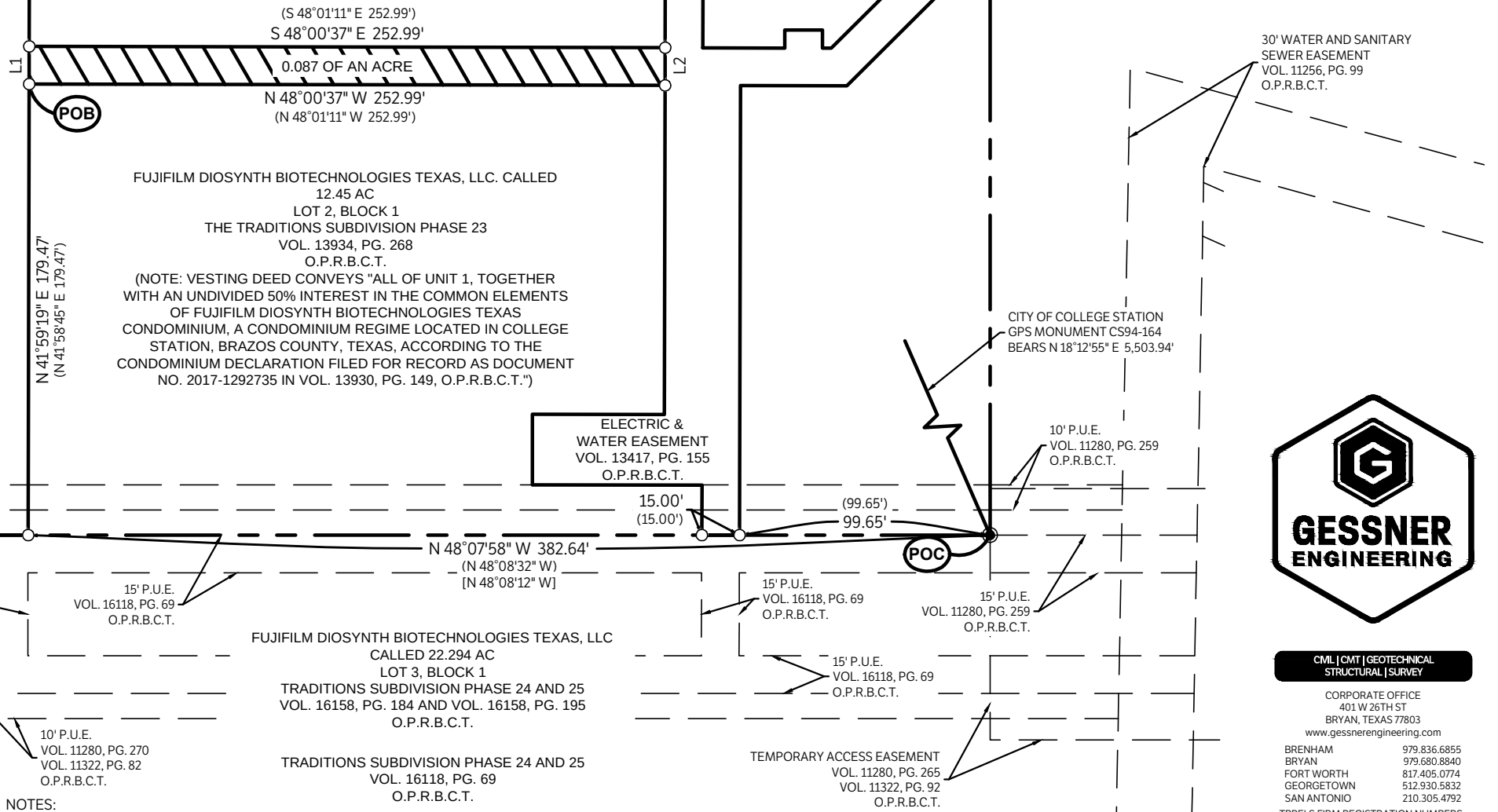
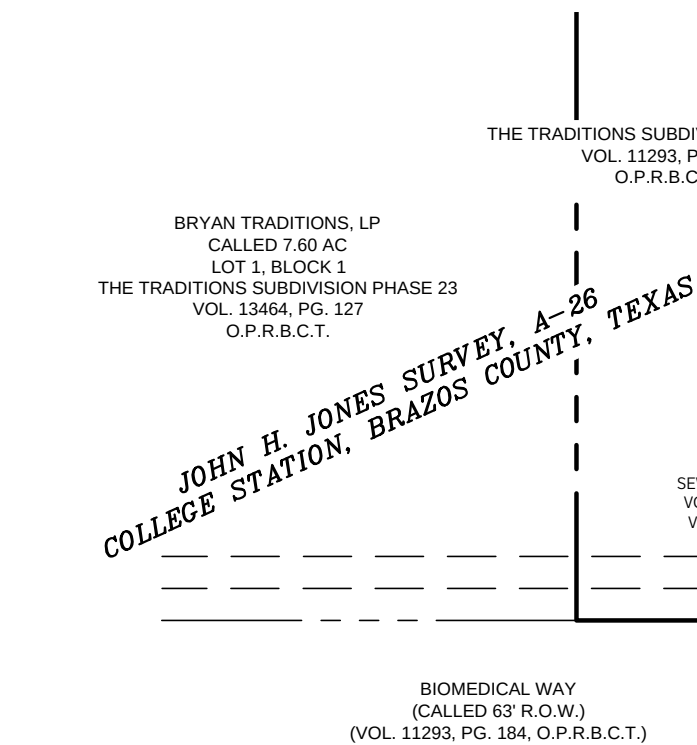
Bearings are based on the Texas State Plane Coordinate System, Central Zone (4203), North American Datum 83, as obtained by GPS observations per the Leica SmartNet. Distances shown hereon are surface values in U.S. survey feet and may be converted to grid by multiplying the values by a conversion factor of 0.99988.



Daniel B. Davis, R.P.L.S. No. 6195
Gessner Engineering, LLC
11913 Starcrest Drive
San Antonio, Texas 78247
1-877-GESSNER
TBPELS Firm Registration Numbers: 7451 & 10194599



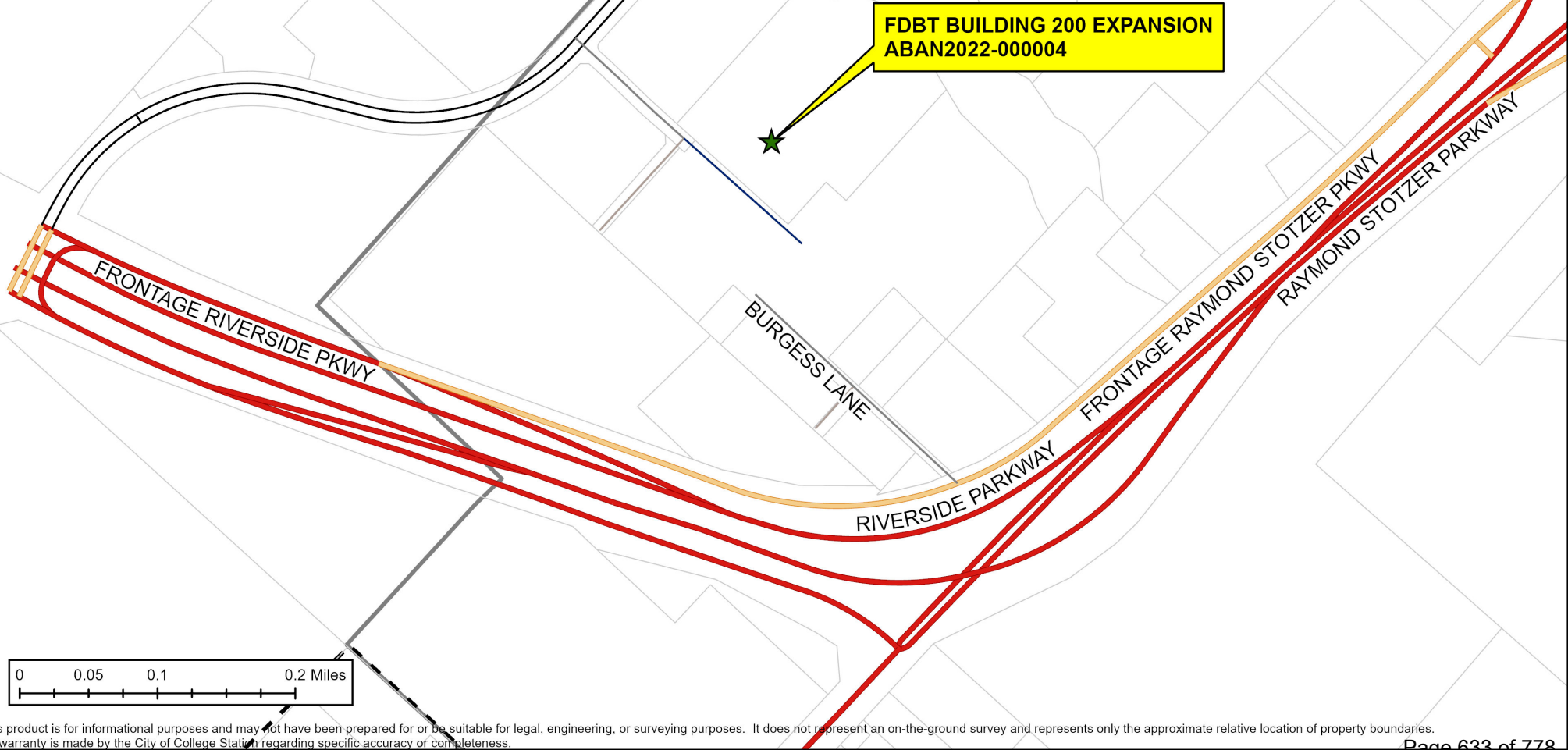
N:\Gessner Eng Data 22\22-0041 Fujifilm Building 200 Expansion, College Station\30 Department Folders\05 Survey\Fieldnotes\22-0041 M&B.docx



REVISÉ DATE: 08-03-2022

VICINITY MAP

NORTH



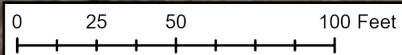
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

LOCATION MAP



EASEMENT TO BE ABANDONED
0.087 ACRES

PRIVATE DRIVE



FOR OFFICE USE ONLY

CASE NO.: _____
DATE SUBMITTED: _____
TIME: _____
STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☐ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☐ 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.
- ☐ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☐ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

**FUJIFILM DIOSYNTH BIOTECHNOLOGIES TX
CONDOS, UNITS 1-2 & COMMON AREAS
(SEE CAGI ACCT FOR IMPROVEMENT ONLY)**

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name PEDRO RICO E-mail PRICO@GESSNERENG.COM
Street Address 401 W 26TH ST
City BRYAN State TX Zip Code 77803
Phone Number 979-402-7564 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Fujifilm Diosynth Biotechnologies Texas, LLC E-mail c/o Gerry Farrell, COO
(Jeremy.Robinson@fujifilm.com)
Street Address: 3939 Biomedical Way
City College Station State Texas Zip Code _____
Phone Number (979) 341-3542 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. 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 of the owner. If there is more than one owner, all owners must sign the application or 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.



Signature and title

5/26/22

Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name NONE, EASEMENT PORTION WITHIN SUBJECT PROPERTY E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

THIS SECTION OF EASEMENT IS PART OF A 12" WATER LINE LOOP PUE WITHIN THE PROPERTY; THE LOOP WILL REMAIN. THE NEW ADJACENT DEVELOPMENTS ALSO NOW PROVIDE A NETWORK OF WATER LINE LOOPS. THIS PORTION OF EASEMENT/WATER LINE IS NOW A REDUNDANT LOOP.

8. That there is no current public need or use for the easement or right-of-way because:

THIS PORTION OF EASEMENT IS FULLY WITHIN ONE PROPERTY. THE EXISTING PUE LOOP WILL REMAIN NOT AFFECTING ADJACENT PROPERTY OWNERS.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

THIS PORTION OF EASEMENT IS FULLY WITHIN ONE PROPERTY. THE EXISTING PUE LOOP WILL REMAIN NOT AFFECTING ADJACENT PROPERTY OWNERS.

10. That all public utilities have access to serve current and future customers because:

THIS PORTION OF EASEMENT IS FULLY WITHIN ONE PROPERTY. THE EXISTING PUE LOOP WILL REMAIN NOT AFFECTING ADJACENT PROPERTY OWNERS.

11. Such public right-of-way/easement has been and is being used as follows:

AN EXISTING 12" WATER LINE MAIN IS INSIDE THIS PUE. THE PLAN IS TO REMOVE THE EXISTING WATER LINE TO ABANDON THE EASEMENT AND BE ABLE TO EXTEND BUILDING 200 SOUTH FOR THE EXPANSION.

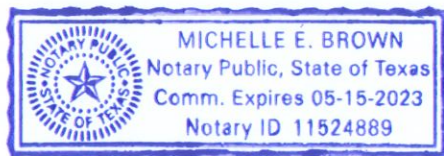
I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Geoff COD
Signature and title

31 MAY 2022
Date

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
COUNTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 31st day of MAY, 2021 by Michelle E. Brown MP



Michelle E. Brown
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

April 28, 2022
Job No. 22-0041
Page 1 of 2

EXHIBIT "A"
EASEMENT ABANDONMENT

BEING A 0.087 OF AN ACRE (3,795 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN H. JONES SURVEY, ABSTRACT NO. 26, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING OUT OF A CALLED 1.138-ACRE TRACT OF LAND DESCRIBED IN AN EASEMENT AGREEMENT TO THE CITY OF COLLEGE STATION, TEXAS, RECORDED IN VOLUME 13417, PAGE 155, OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (O.P.R.B.C.T). SAID 0.087 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE at a 1/2-inch iron rod with cap stamped "KERR" found for the south corner of Lot 2, Block 1 as depicted on the final plat of The Traditions Subdivision Phase 23, recorded in Volume 11293, Page 184, O.P.R.B.C.T., same being an interior "ell" corner of Lot 3, Block 1 as depicted on the final plat of Traditions Subdivision Phase 24 and 25, recorded in Volume 16118, Page 69, O.P.R.B.C.T.;

THENCE, North 48° 07' 58" West (North 48° 08' 32" West) [North 48° 08' 12" West] with the common line of said Lot 2 and said Lot 3, at a distance of 99.65 (99.65) feet pass a point for the southeasterly corner of said 1.138-acre tract, at a distance of 114.65 (114.65) feet pass a point for a corner of said 1.138-acre tract, continuing for a total distance of 382.64 feet to a point for a corner of said 1.138-acre tract;

THENCE, North 41° 59' 19" East (North 41° 58' 45" East) departing from said Lot 3 and with the southerly southwest line of said 1.138-acre tract, a distance of 179.47 (179.47) feet to a point for an interior "ell" corner of said 1.138-acre tract, same being the west corner of the herein described tract and for the **POINT OF BEGINNING**;

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THENCE, South 48° 00' 37" East (South 48° 01' 11" East) with the northerly southwest line of said 1.138-acre tract, a distance of 252.99 (252.99) feet to a point for the east corner of the herein described tract, same being an interior "ell" corner of said 1.138-acre tract;

THENCE, South 41° 59' 19" West departing from the northerly southwest line of said 1.138-acre tract, a distance of 15.00 feet to a point for the south corner of the herein described tract, same being an interior "ell" corner of said 1.138-acre tract;

THENCE, North 48° 00' 37" West (North 48° 01' 11" West) with the southerly southwest line of said 1.138-acre tract, a distance of 252.99 (252.99) feet to the **POINT OF BEGINNING** and containing 0.087 of an acre (3,795 square feet) of land.

*****Notes integral to this description continue on Page 2*****

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CIVIL CONSTRUCTION MATERIALS TESTING GEOTECHNICAL STRUCTURAL SURVEYING

Notes:

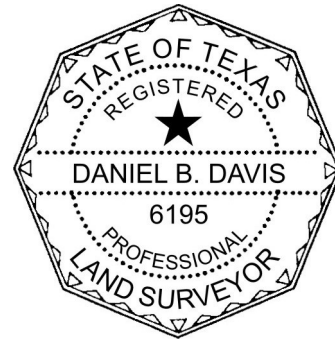
A parcel plat of even date was prepared in conjunction with this property description.

All bearings and distances listed in parentheses denote record data recorded in Volume 13417, Page 155, O.P.R.B.C.T. All bearings and distances listed in square brackets denote record data recorded in Volume 11293, Page 184, O.P.R.B.C.T.

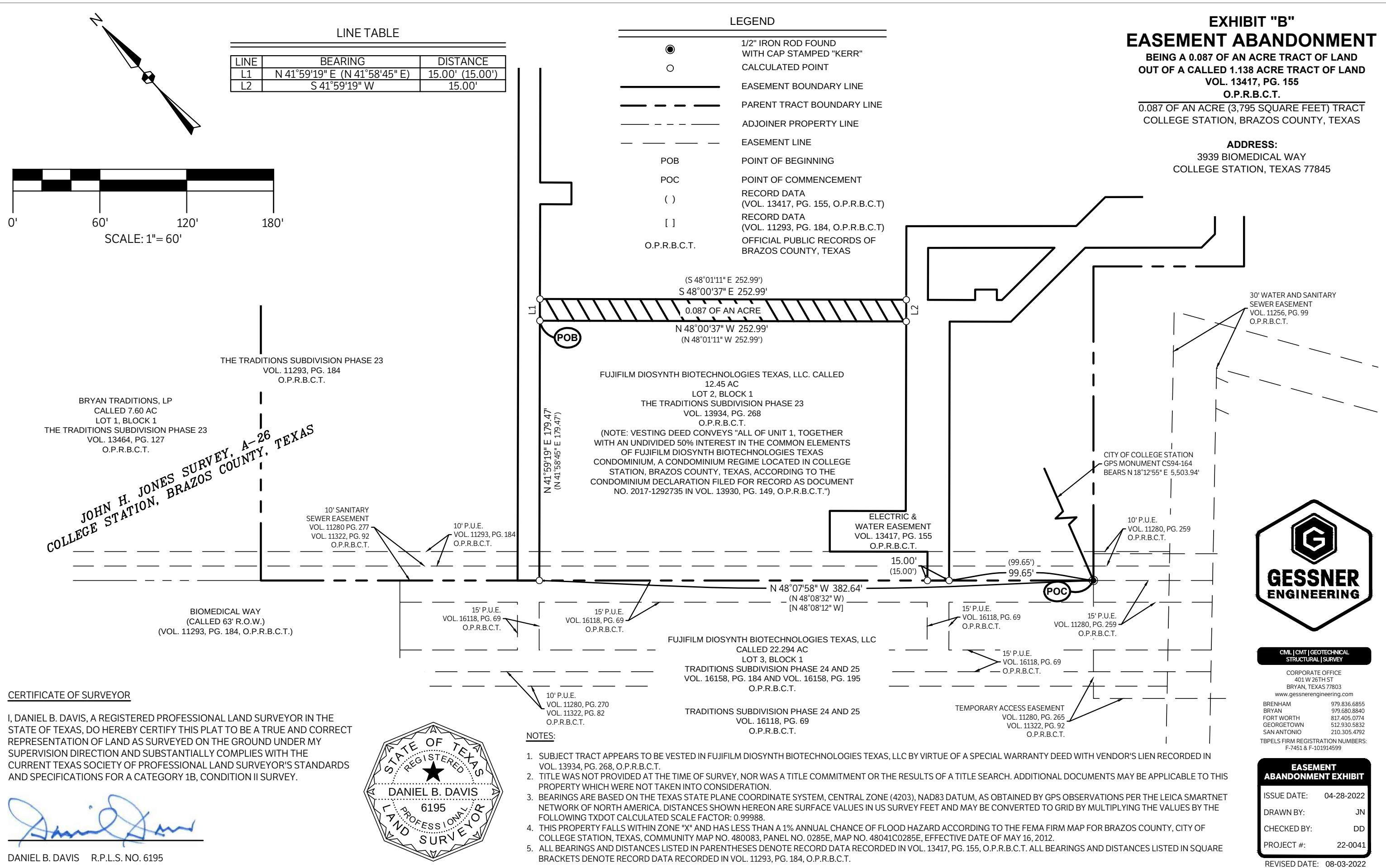
Bearings are based on the Texas State Plane Coordinate System, Central Zone (4203), North American Datum 83, as obtained by GPS observations per the Leica SmartNet. Distances shown hereon are surface values in U.S. survey feet and may be converted to grid by multiplying the values by a conversion factor of 0.99988.



Daniel B. Davis, R.P.L.S. No. 6195
Gessner Engineering, LLC
11913 Starcrest Drive
San Antonio, Texas 78247
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TBPELS Firm Registration Numbers: 7451 & 10194599



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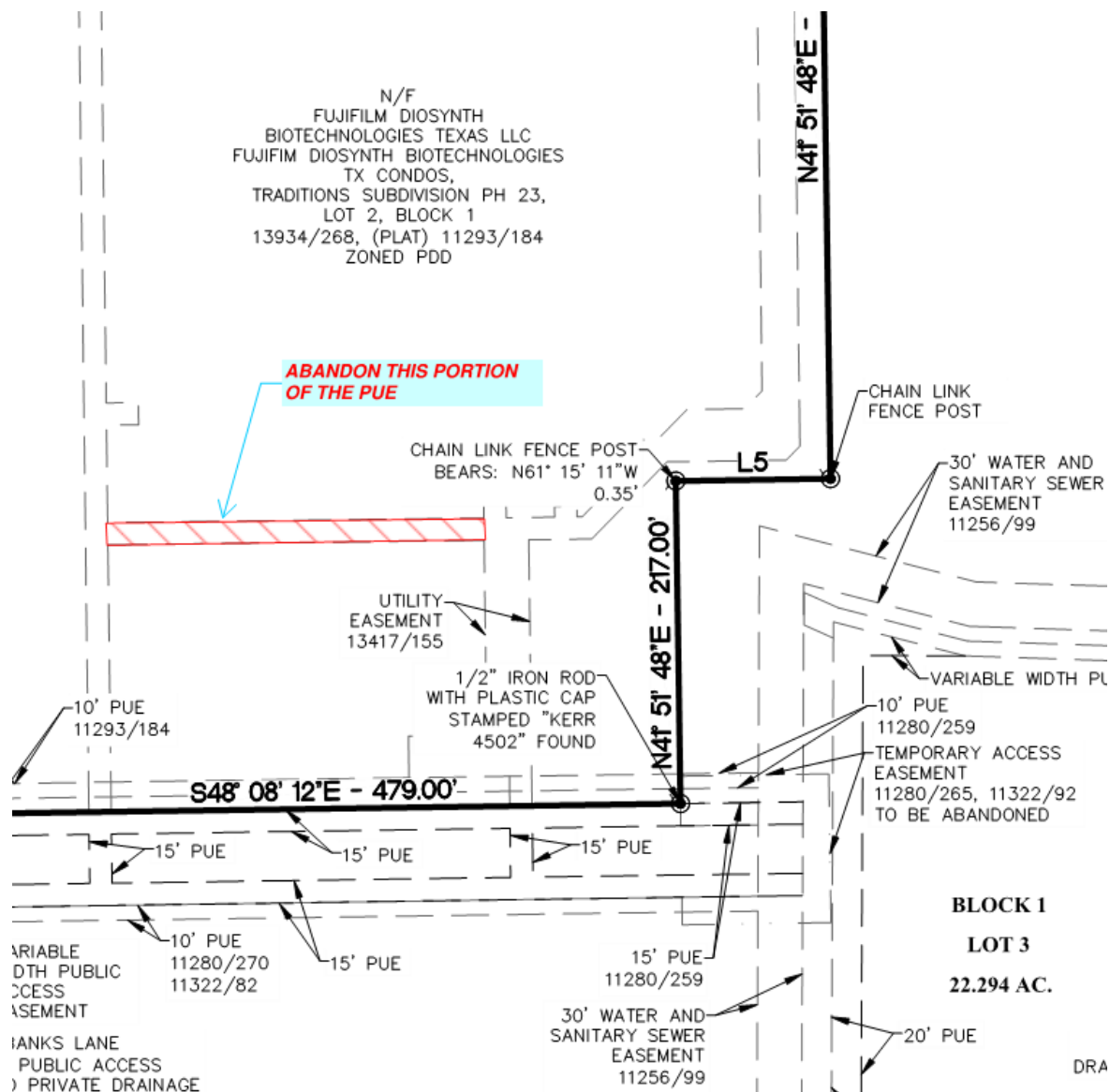


Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 2

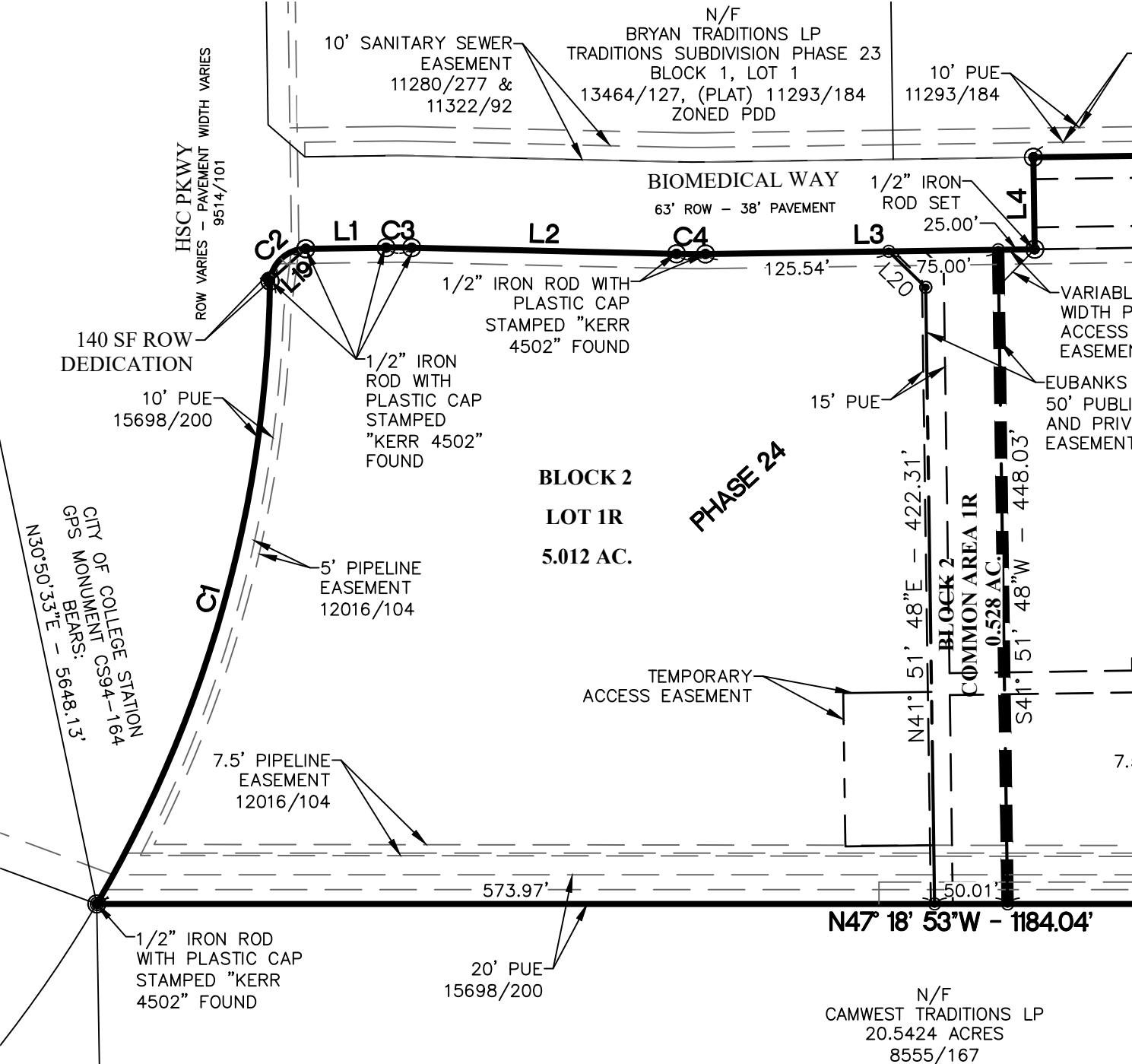
Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.



Curve Table						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	447.83'	862.50'	029°44'58"	229.09'	442.82'	N58°13'58"E
C2	35.96'	25.00'	082°25'17"	21.89'	32.94'	S89°20'51"E
C3	17.54'	468.50'	002°08'44"	8.77'	17.54'	S47°03'50"E
C4	19.90'	531.50'	002°08'44"	9.95'	19.90'	S47°03'50"E
C5	39.64'	25.00'	090°51'26"	25.38'	35.62'	N02°42'29"W
C6	38.90'	25.00'	089°08'34"	24.63'	35.09'	N87°17'31"E



LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	55.07'	S48° 08' 12"E	L23	119.75'	N47° 00' 26"W	L45	18.56'	N3° 08' 12"W
L2	181.41'	S45° 59' 28"E	L24	170.21'	S42° 25' 47"W	L46	3.36'	N41° 51' 48"E
L3	225.54'	S48° 08' 12"E	L25	35.36'	S2° 34' 13"E	L47	81.15'	N48° 08' 12"W
L4	63.00'	N41° 51' 48"E	L26	117.66'	S47° 34' 13"E	L48	33.00'	S41° 51' 48"W
L5	104.00'	S48° 08' 12"E	L27	50.00'	N42° 25' 47"E	L49	81.15'	S48° 08' 12"E
L6	107.85'	S31° 16' 52"E	L28	41.00'	S42° 59' 34"W	L50	33.00'	N41° 51' 48"E
L7	109.33'	S18° 40' 17"E	L29	21.01'	S2° 16' 46"E	L51	33.00'	S41° 58' 49"W
L8	98.88'	S27° 56' 20"E	L30	10.50'	S42° 43' 14"W	L52	33.00'	N41° 58' 49"E
L9	44.11'	S67° 22' 58"W	L31	60.00'	S47° 16' 18"E	L53	82.33'	S48° 08' 12"E
L10	36.71'	N46° 06' 34"W	L32	44.97'	S47° 30' 10"E	L54	97.90'	S47° 04' 27"E
L11	63.00'	N41° 51' 48"E	L33	54.85'	S47° 30' 10"E	L55	104.14'	S47° 04' 27"E
L12	204.73'	N42° 55' 33"E	L34	160.21'	N42° 25' 47"E	L56	83.41'	S47° 18' 53"E
L13	199.85'	S42° 59' 34"W	L35	160.22'	N42° 25' 47"E	L57	36.55'	S46° 06' 34"E
L14	119.75'	N47° 00' 26"W	L36	160.25'	N42° 25' 47"E	L58	409.48'	S47° 34' 13"E
L15	99.99'	S47° 34' 13"E	L37	27.50'	N47° 30' 39"W	L59	434.28'	S47° 34' 13"E
L16	205.16'	N42° 25' 47"E	L38	43.82'	S19° 13' 02"W	L60	105.04'	N42° 25' 47"E
L17	267.98'	S45° 26' 52"E	L39	30.82'	S19° 13' 02"W	L61	62.00'	S47° 34' 13"E
L18	91.56'	S32° 50' 08"E	L40	60.50'	N48° 08' 12"W	L62	68.75'	N47° 04' 27"W
L19	32.94'	S89° 20' 51"E	L41	105.00'	N41° 51' 48"E	L63	35.39'	S86° 48' 08"W
L20	35.36'	N3° 08' 12"W	L42	60.50'	S48° 08' 12"E	L64	8.50'	N41° 51' 48"E
L21	199.98'	N42° 55' 33"E	L43	427.94'	N41° 51' 48"E	L65	10.00'	S48° 08' 12"E
L22	199.85'	S42° 59' 34"W	L44	22.59'	N3° 08' 12"W	L66	8.50'	S41° 51' 48"W



REPLAT

METES AND BOUNDS DESCRIPTION
OF A
29.167 ACRE TRACT
JOHN H. JONES SURVEY, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE JOHN H. JONES SURVEY, ABSTRACT NO. 26, COLLEGE STATION, BRAZOS COUNTY, TEXAS, SAID TRACT BEING ALL OF A CALLED 2.81 ACRE DRILL SITE DESCRIBED AS TRACT 2 AND ALL OF A CALLED 0.90 ACRE TRACT OF LAND (BEING A 40' STRIP OF LAND KNOWN AS "BURGESS LANE") AS DESCRIBED BY A DEED TO BRYAN COMMERCIAL AND DEVELOPMENT INC. RECORDED IN VOLUME 4023, PAGE 71 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, A PORTION OF THE REMAINDER OF A CALLED 324.83 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO BRYAN COMMERCIAL AND DEVELOPMENT INC. RECORDED IN VOLUME 4023, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALLED 2.00 ACRE TRACT OF LAND AS DESCRIBED AS TRACT ONE AND ALL OF A CALLED 3.00 ACRE TRACT OF LAND AS DESCRIBED AS TRACT TWO BY A DEED TO WP 47 DEVELOPMENT, LTD. RECORDED IN VOLUME 4551, PAGE 39 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALLED 0.47 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO WP 47 DEVELOPMENT, LTD. RECORDED IN VOLUME 6437, PAGE 284 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALLED 0.55 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO THE CITY OF BRYAN RECORDED IN VOLUME 11256, PAGE 87 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF LOT 1, BLOCK 2, THE TRADITIONS SUBDIVISION, PHASE 24 AS SHOWN ON THE PLAT RECORDED IN VOLUME 15698, PAGE 200 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND A PORTION OF THE 63.00 FOOT WIDE RIGHT-OF-WAY OF BIOMEDICAL WAY.

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

BEGINNING AT A ¾ INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND 0°-10:02:41.67', X=338357.43) ON THE SOUTHWEST CORNER OF HSC PARKWAY (125' R.O.W., 9514.10) MARKING THE NORTH CORNER OF A CALLED 20.5424 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO CAMVEST TRADITIONS, LP, RECORDED IN VOLUME 8555, PAGE 167 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; SAID IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF SAID TRADITIONS SUBDIVISION, PHASE 24 AND THE BEGINNING OF A COUNTER-CLOCKWISE CURVE HAVING A RADIUS OF 862.50 FEET [COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES AND BEARING OF COLLEGE STATION CONTROL MONUMENT C594-164 (TY:100207269.05, X:3541253.11) AND AS ESTABLISHED BY GPS OBSERVATION; DISTANCES SHOWN HEREIN ARE GRID DISTANCES, TO DETERMINE DISTANCE DISTANCES, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00010131 (CALCULATED USING GEOID 12B);

THENCE: ALONG SAID CURVE AND THE SOUTHEAST LINE OF HSC PARKWAY THROUGH A CENTRAL ANGLE OF 29° 44' 58" FOR AN ARC DISTANCE OF 447.83 FEET (CHORD BEARS: N 58° 13' 58" E - 442.82 FEET) TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND MARKING THE END POINT OF SAID CURVE AND THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

THENCE: ALONG THE SOUTHWEST LINE OF BIOMEDICAL WAY (63' R.O.W. PER PLAT OF THE TRADITIONS SUBDIVISION, PHASE 23, 11293/184) FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82° 25' 17" FOR AN ARC DISTANCE OF 35.96 FEET (CHORD BEARS: S 89° 20' 51" E - 32.94 FEET) TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND MARKING THE END POINT OF SAID CURVE;

S 48° 08' 12" E FOR A DISTANCE OF 55.07 FEET (PLAT CALL AND MEASURED, 11293/184) TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 468.50 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 08' 44" FOR AN ARC DISTANCE OF 17.54 FEET (CHORD BEARS: S 47° 03' 50" E - 17.54 FEET) (PLAT CALL AND MEASURED, 11293/184) TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND MARKING THE END POINT OF SAID CURVE;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 08' 44" FOR AN ARC DISTANCE OF 19.90 FEET (CHORD BEARS: S 47° 03' 50" E - 19.90 FEET) (PLAT CALL AND MEASURED, 11293/184) TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND MARKING THE END POINT OF SAID CURVE;

S 48° 08' 12" E FOR A DISTANCE OF 143.76 FEET (PLAT CALL AND MEASURED, 15698/200) TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND MARKING THE EAST CORNER OF SAID PHASE 24;

S 48° 08' 12" E FOR A DISTANCE OF 81.78 FEET (PLAT CALL AND MEASURED BEARING, 11293/184);

THENCE: N 41° 51' 48" E ACROSS THE RIGHT-OF-WAY OF BIOMEDICAL WAY FOR A DISTANCE OF 63.00 FEET TO THE NORTHEAST LINE OF BIOMEDICAL WAY, SAME BEING THE SOUTHWEST LINE OF LOT 2, BLOCK 1, THE TRADITIONS SUBDIVISION, PHASE 23, ACCORDING TO THE PLAT

RECORDED IN VOLUME 11293, PAGE 184 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A ½ INCH IRON ROD WITH PLASTIC CAP MARKED "KERR 4502" FOUND ON THE NORTHEAST LINE OF BIOMEDICAL WAY MARKING THE WEST CORNER OF SAID LOT 2 BEARS: N 48° 08' 12" W FOR A DISTANCE OF 96.10 FEET;

THENCE: S 48° 08' 12" E ALONG THE NORTHEAST LINE OF BIOMEDICAL WAY FOR A DISTANCE OF 479.00 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED "KERR 4502" FOUND MARKING THE SOUTH CORNER OF SAID LOT 2;

THENCE: N 41° 51' 48" E ALONG THE SOUTHEAST LINE OF SAID LOT 2 FOR A DISTANCE OF 217.00 FEET (PLAT CALL AND MEASURED, 11293/184) TO A POINT (FOR REFERENCE, A CHAIN LINK FENCE POST FOUND BEARS: N 61° 15' 11" W FOR A DISTANCE OF 0.35 FEET);

THENCE: S 48° 08' 12" E CONTINUING ALONG THE SOUTHEAST LINE OF SAID LOT 2 FOR A DISTANCE OF 104.00 FEET (PLAT CALL AND MEASURED, 11293/184) TO A POINT IN A CHAIN LINK FENCE POST;

THENCE: N 41° 51' 48" E ALONG THE SOUTHEAST LINE OF SAID LOT 2 FOR A DISTANCE OF 572.50 FEET (PLAT CALL AND MEASURED, 11293/184) TO A POINT ON THE SOUTHWEST LINE OF GREENWAY COMMON AREA 14R, THE TRADITIONS SUBDIVISION PHASE 23 AS SHOWN ON THE PLAT RECORDED IN VOLUME 15698, PAGE 193 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; SAID POINT MARKING THE EAST CORNER OF SAID LOT 2 (FOR REFERENCE, A CHAIN LINK FENCE CORNER POST FOUND BEARS: N 68° 56' 23" W FOR A DISTANCE OF 0.34 FEET);

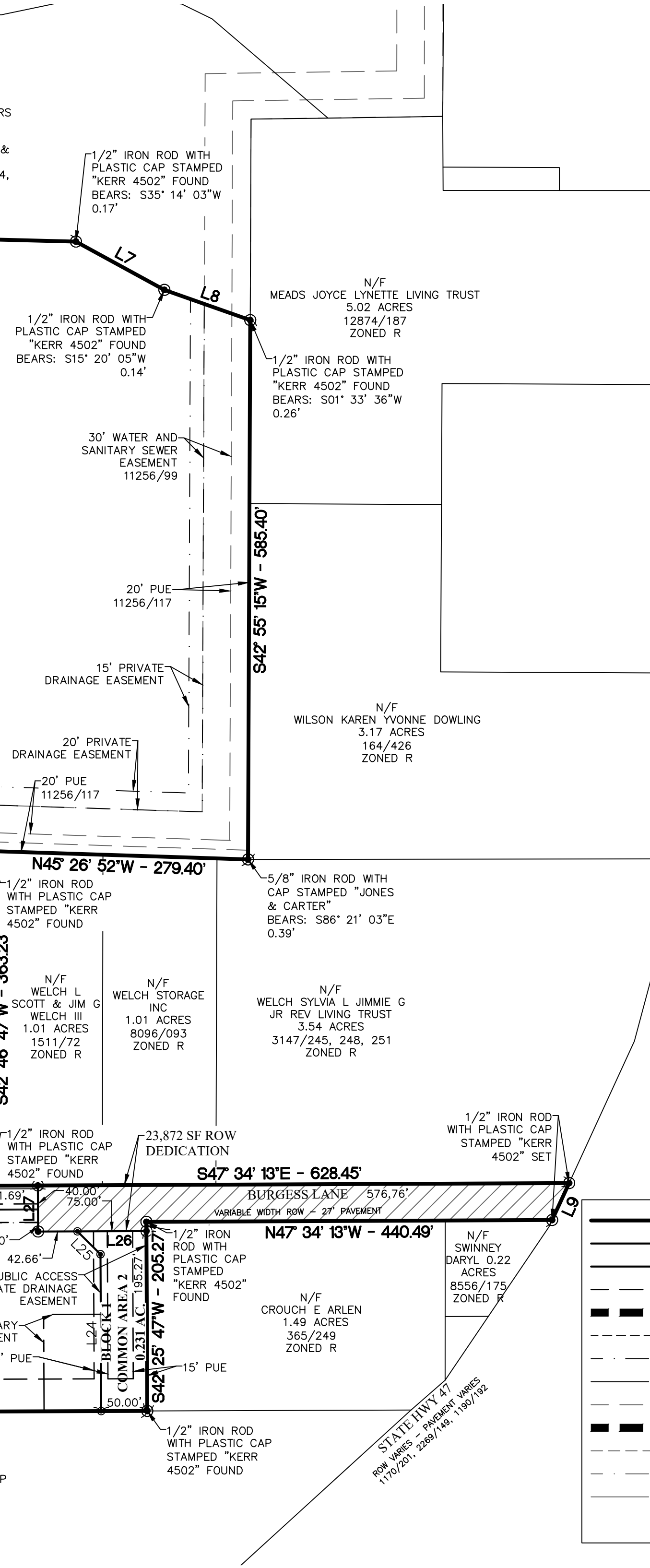
THENCE: ALONG THE SOUTHWEST LINE OF SAID COMMON AREA FOR THE FOLLOWING CALLS:

S 31° 16' 52" E FOR A DISTANCE OF 107.85 FEET (PLAT CALL AND MEASURED, 11293/184) TO A POINT (FOR REFERENCE, A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND BEARS: S 17° 24' 23" W FOR A DISTANCE OF 0.21 FEET);

S 45° 51' 23" E FOR A DISTANCE OF 355.55 FEET (PLAT CALL AND MEASURED, 11293/184) TO A POINT (FOR REFERENCE, A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND BEARS: S 35° 14' 03" W FOR A DISTANCE OF 0.17 FEET);

S 18° 40' 17" E FOR A DISTANCE OF 109.33 FEET (PLAT CALL AND MEASURED, 11293/184) TO A POINT (FOR REFERENCE, A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND BEARS: S 15° 20' 05" W FOR A DISTANCE OF 0.14 FEET);

S 27° 56' 20" E FOR A DISTANCE OF 98.88 FEET (PLAT CALL AND MEASURED, 11293/184) TO A POINT ON THE SOUTHEAST LINE OF SAID REMAINDER OF 324.83 ACRE TRACT AND THE



NORTHWEST LINE OF THE REMAINDER OF A CALLED 4 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO THE WILLIAM F. MEADS, JR. AND LULA M. MEADS REVOCABLE LIVING TRUST RECORDED IN VOLUME 2845, PAGE 123 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; SAID POINT MARKING THE SOUTH CORNER OF SAID COMMON AREA (FOR REFERENCE, A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND BEARS: S 01° 33' 36" W FOR A DISTANCE OF 0.26 FEET);

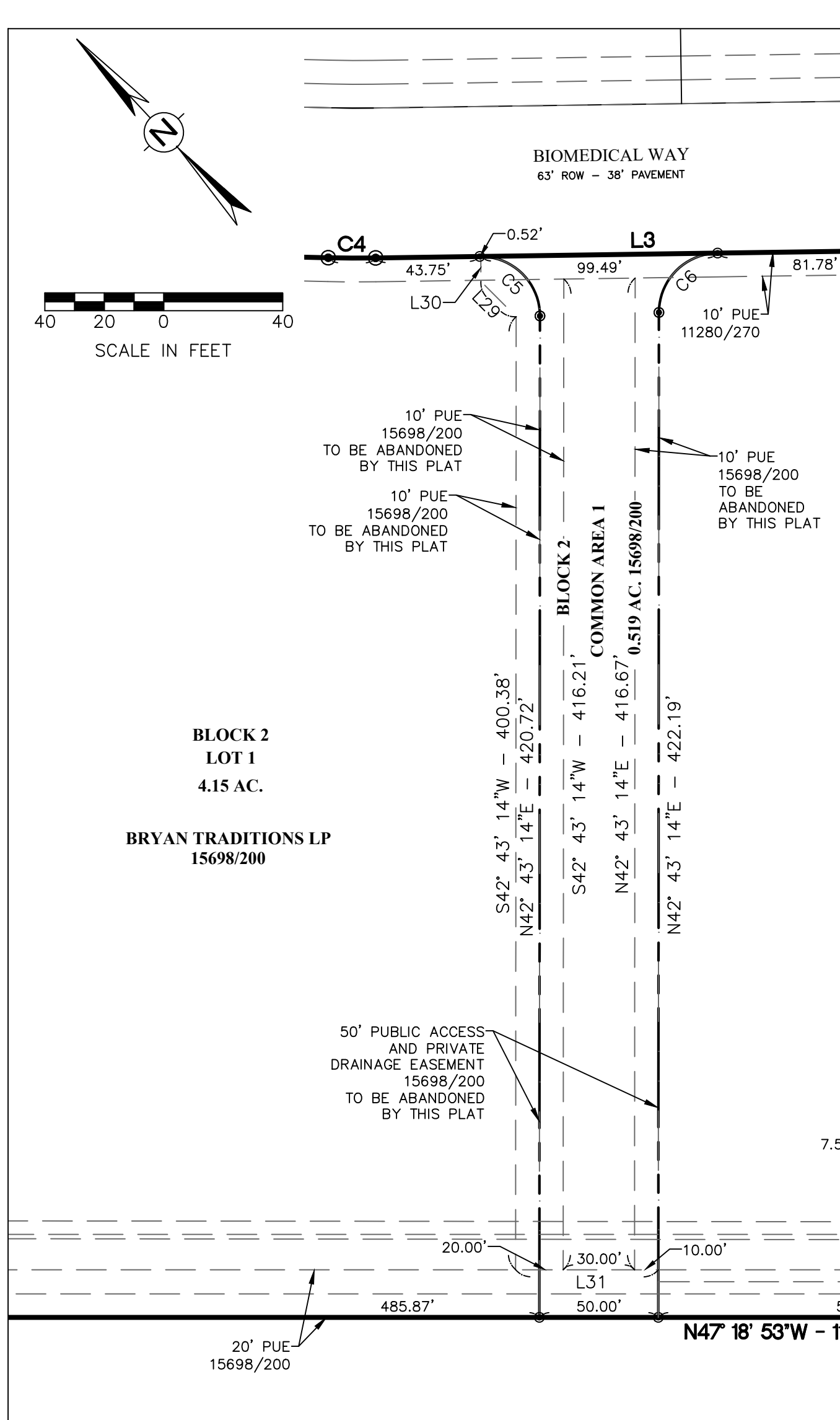
THENCE: S 42° 55' 15" W ALONG THE SOUTHEAST LINE OF SAID REMAINDER OF 324.83 ACRE TRACT FOR A DISTANCE OF 585.40 FEET TO A POINT ON THE NORTHEAST LINE OF A CALLED 2.00 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO JIM G. WELCH, JR. RECORDED IN VOLUME 277, PAGE 203 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS; SAID POINT MARKING THE SOUTHEAST CORNER OF SAID REMAINDER OF 324.83 ACRE TRACT (FOR REFERENCE, A 5/8 INCH IRON ROD WITH CAP STAMPED "JONES & CARTER" FOUND BEARS: S 86° 21' 03" E FOR A DISTANCE OF 0.35 FEET);

THENCE: N 45° 26' 52" W ALONG THE SOUTH LINE OF SAID REMAINDER OF 324.83 ACRE TRACT FOR A DISTANCE OF 279.40 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND MARKING THE EAST CORNER OF SAID 3.00 ACRE TRACT (4561/39) AND THE NORTH CORNER OF THE REMAINDER OF A CALLED 2.00 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO JIM WELCH, JR. AND WIFE, SYLVIA WELCH RECORDED IN VOLUME 289, PAGE 35 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 42° 46' 47" W ALONG THE COMMON LINE OF SAID 3.00 ACRE TRACT AND SAID 2.00 ACRE TRACT FOR A DISTANCE OF 363.23 FEET (DEED CALL: S 45° 18' 00" W - 361.00 FEET, 4561/39) TO A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" SET ON THE NORTHEAST LINE OF SAID 0.90 ACRE TRACT (BURGESS LANE) MARKING THE SOUTH CORNER OF SAID 3.00 ACRE TRACT AND THE WEST CORNER OF SAID REMAINDER OF 2.00 ACRE TRACT;

THENCE: S 47° 34' 13" E ALONG THE NORTHEAST LINE OF SAID 0.90 ACRE TRACT (BURGESS LANE) FOR A DISTANCE OF 628.45 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" SET ON THE WESTERN LINE OF STATE HIGHWAY 47 (R.O.W. WIDTH VARIES) MARKING THE SOUTH CORNER OF THE REMAINDER OF A CALLED 1 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO THE JIMMIE G. WELCH, JR. AND SYLVIA L. WELCH REVOCABLE LIVING TRUST RECORDED IN VOLUME 3147, PAGE 245 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 67° 22' 58" W ALONG THE NORTHWEST LINE OF STATE HIGHWAY 47 FOR A DISTANCE OF 44.11 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" SET MARKING THE SOUTH CORNER OF SAID 0.90 ACRE TRACT (BURGESS LANE) AND THE EAST CORNER OF THE REMAINDER OF A CALLED 1 ACRE TRACT OF LAND AS DESCRIBED AS TRACT 2 BY A DEED TO DARYL SWINNEY RECORDED IN VOLUME 8556, PAGE 175 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;



PHASE 24 EASEMENT ABANDONMENT DETAIL

LEGEND	
	PROPERTY BOUNDARY
	RIGHT OF WAY
	LOT LINE
	PROPOSED PUBLIC UTILITY EASEMENT (P.U.E.)
	PROPOSED PHASE LINE
	PROPOSED PUBLIC DRAINAGE EASEMENT (P.D.E.)
	PROPOSED PRIVATE DRAINAGE EASEMENT
	PROPOSED PUBLIC ACCESS EASEMENT (P.A.E.)
	EXISTING PUBLIC UTILITY EASEMENT (P.U.E.)
	EXISTING PHASE LINE
	EXISTING PUBLIC DRAINAGE EASEMENT (P.D.E.)
	EXISTING PRIVATE DRAINAGE EASEMENT
	EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
	PROPERTY CORNER

THENCE: N 47° 34' 13" W ALONG THE SOUTHWEST LINE OF SAID 0.90 ACRE TRACT (BURGESS LANE) FOR A DISTANCE OF 440.49 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND MARKING THE EAST CORNER OF SAID 0.47 ACRE TRACT (4561/39) AND THE NORTH CORNER OF THE REMAINDER OF A CALLED 2.00 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO ADRIAN G. MACDONALD, JR. RECORDED IN VOLUME 15588, PAGE 98 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; SAID IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 0.47 ACRE TRACT AND THE WEST CORNER OF SAID REMAINDER OF 2.00 ACRE TRACT;

THENCE: S 42° 25' 47" W ALONG THE COMMON LINE OF SAID 0.47 ACRE TRACT AND SAID REMAINDER OF 2.00 ACRE TRACT FOR A DISTANCE OF 205.27 FEET (DEED CALL: S 44° 57' 00" W - 205.88 FEET, 6437/284) TO A ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "KERR 4502" FOUND ON THE NORTHEAST LINE OF A CALLED 5.91 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO ADRIAN G. MACDONALD, JR. RECORDED IN VOLUME 15588, PAGE 98 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; SAID IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 0.47 ACRE TRACT AND THE WEST CORNER OF SAID REMAINDER OF 2.00 ACRE TRACT;

THENCE: N 47° 30' 39" W ALONG THE NORTHEAST LINE OF SAID 5.91 ACRE TRACT AND THE SOUTHWEST LINE OF SAID 0.47 ACRE TRACT AND SAID 2.00 ACRE TRACT (4561/39) FOR A DISTANCE OF 529.03 FEET (DEED CALL: N 45° 21' 00" W - 524.00 FEET, 4561/39 & 6437/284) TO AN 8 INCH FENCE POST FOUND MARKING THE WEST CORNER OF SAID 2.00 ACRE TRACT AND THE SOUTH CORNER OF SAID 0.55 ACRE CITY OF BRYAN TRACT (11256/87);

THENCE: N 46° 06' 34" W ALONG THE COMMON LINE OF SAID 0.55 ACRE TRACT AND SAID 5.91 ACRE TRACT FOR A DISTANCE OF 36.71 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "RPLS 2183" FOUND MARKING THE NORTH CORNER OF SAID 5.91 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 20.5424 ACRE TRACT (8555/167);

THENCE: N 47° 18' 53" W ALONG THE NORTHEAST LINE OF SAID 20.5424 ACRE TRACT AND THE SOUTHWEST LINE OF SAID PHASE 24 FOR A DISTANCE OF 53.85 FEET (PLAT CALL AND MEASURED, 15698/200) TO THE POINT OF BEGINNING CONTAINING 29.167 ACRES OF LAND AS SURVEYED ON THE GROUND DECEMBER 2019.

THENCE: N 47° 18' 53" W CONTINUING ALONG THE NORTHEAST LINE OF SAID 20.5424 ACRE TRACT AND THE SOUTHWEST LINE OF SAID PHASE 24 FOR A DISTANCE OF 53.85 FEET (PLAT CALL AND MEASURED, 15698/200) TO THE POINT OF BEGINNING CONTAINING 29.167 ACRES OF LAND AS SURVEYED ON THE GROUND DECEMBER 2019.

FINAL PLAT TRADITIONS SUBDIVISION PHASE 24 AND 25

PHASE 24 - BLOCK 2, LOT 1R AND COMMON AREA 1R
PHASE 25 - BLOCK 1, LOTS 3-4 AND COMMON AREA 2

INCLUDING A REPLAT OF TRADITIONS SUBDIVISION PHASE 24

BLOCK 2, LOT 1 AND COMMON AREA 1
VOL. 15698, PG. 200
29.167 ACRES
3 LOTS AND 2 COMMON AREAS
24,012 SQUARE FEET OF ROW DEDICATION
JOHN H. JONES SURVEY, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS

OWNER:
BRYAN TRADITIONS, LP
4250 S. TRADITIONS DRIVE
BRYAN, TX 77805
(979) 704-6395

OWNER:
BRYAN COMMERCIAL & DEVELOPMENT INC.
P.O. BOX 1000
BRYAN, TX 77805
(979) 209-5130

SURVEYOR:
Brad Kerr, RPLS No. 4502
Kerr Surveying, LLC
409 N. TEXAS AVE.
BRYAN, TX 77805
(979) 268-3195
TBPELS FIRM # 10018500

SCALE 1"= 100'
MAY 2020
OWNER:
City of Bryan
P.O. BOX 1000
BRYAN, TX 77805
(979) 209-5130

SURVEYOR:
Brad Kerr, RPLS No. 4502
Kerr Surveying, LLC
409 N. TEXAS AVE.
BRYAN, TX 77805
(979) 268-3195
TBPELS FIRM # 10018500

OWNER:
BRYAN COMMERCIAL & DEVELOPMENT INC.
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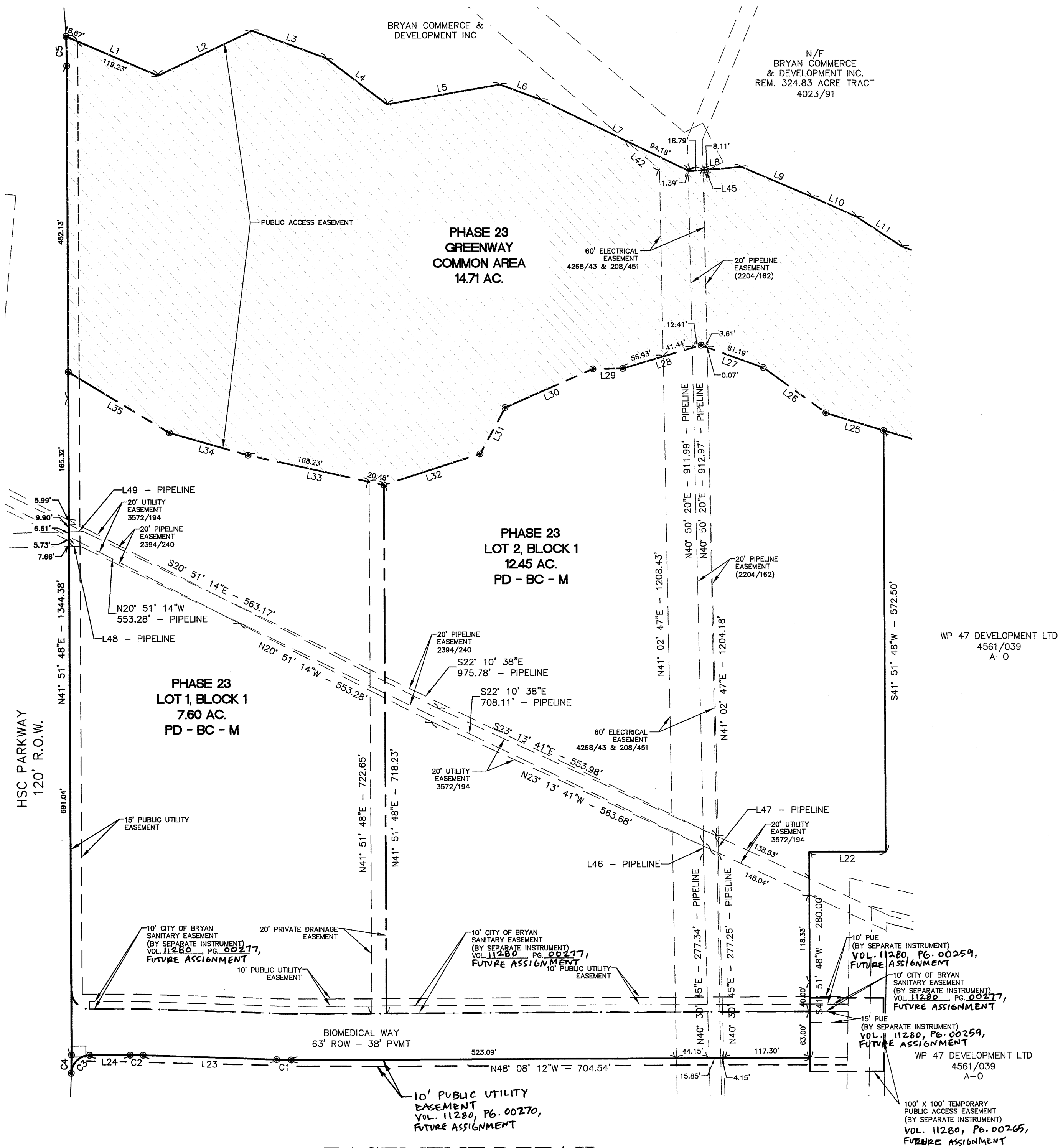
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409 N. TEXAS AVE.
BRYAN, TX 77805
(979) 268



EASEMENT DETAIL

Doc Bk Vol Pg
01153227 OR 11293 185

Filed for Record in:
BRAZOS COUNTY
On: Apr 24/2013 at 03:56P
As a
Plats
Document Number: 01153227
Amount 63.00
Receipt Number - 468654
By:
Victoria Elliott

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public Records of:

BRAZOS COUNTY
as stamped hereon by me.
Apr 24/2013
Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

METES AND BOUNDS DESCRIPTION
OF A
36.22 ACRE TRACT
J.H. JONES SURVEY, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE J.H. JONES SURVEY, ABSTRACT NO. 26, COLLEGE STATION, BRAZOS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 324.83 ACRE TRACT AS DESCRIBED BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT INC. RECORDED IN VOLUME 403, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF A CALLED 1.575 ACRE TRACT AS DESCRIBED BY A DEED TO SHIH-CHIEN LIN RECORDED IN VOLUME 7325, PAGE 23 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING A COMMON CORNER OF SAID REMAINDER OF 324.83 ACRE TRACT AND A CALLED 4 ACRE TRACT AS DESCRIBED BY A DEED TO MEADS REVOCABLE LIVING TRUST RECORDED IN VOLUME 2845, PAGE 123 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/4 INCH IRON PIPE FOUND ON THE SOUTHWEST LINE OF SAID REMAINDER OF 324.83 ACRE TRACT MARKING THE NORTH CORNER OF SAID 1.575 ACRE TRACT BEARS N 42° 12' 31" E FOR A DISTANCE OF 130.70 FEET.

THENCE: N 42° 11' 41" W ALONG THE COMMON LINE OF SAID REMAINDER OF 324.83 ACRE TRACT AND SAID 4 ACRE TRACT FOR A DISTANCE OF 124.73 FEET TO THE POINT OF BEGINNING OF THIS HEREBIN DESCRIBED TRACT;

THENCE: N 48° 11' 41" W ALONG THE COMMON LINE OF SAID REMAINDER OF 324.83 ACRE TRACT AND SAID 4 ACRE TRACT FOR A DISTANCE OF 83.97 FEET TO A 1/4 INCH IRON ROD SET MARKING THE NORTH CORNER OF SAID 4 ACRE TRACT;

THENCE: S 42° 49' 41" W CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 324.83 ACRE TRACT AND SAID 4 ACRE TRACT FOR A DISTANCE OF 218.17 FEET TO A 1/4 INCH IRON ROD SET, FOR REFERENCE A 5/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF A CALLED 2 ACRE TRACT AS DESCRIBED BY A DEED TO JIM G. WELCH, JR. RECORDED IN VOLUME 277, PAGE 203 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, MARKING A SOUTH CORNER OF SAID REMAINDER OF 324.83 ACRE TRACT AND THE WEST CORNER OF A CALLED 1.86 ACRE TRACT AS DESCRIBED BY A DEED TO ROBERT LEE DOWLING AND WIFE, LEONA O. DOWLING, RECORDED IN VOLUME 164, PAGE 426 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, BEARS: S 42° 49' 41" W FOR A DISTANCE OF 585.16 FEET;

THENCE: THROUGH SAID REMAINDER OF 324.83 ACRE TRACT FOR THE FOLLOWING CALLS:

N 27° 56' 20" W FOR A DISTANCE OF 98.88 FEET TO A 1/4 INCH IRON ROD SET;

N 18° 40' 17" W FOR A DISTANCE OF 109.33 FEET TO A 1/4 INCH IRON ROD SET;

N 45° 51' 23" W FOR A DISTANCE OF 355.55 FEET TO A 1/4 INCH IRON ROD SET;

N 31° 16' 52" W FOR A DISTANCE OF 107.85 FEET TO A 1/4 INCH IRON ROD FOUND;

S 41° 51' 48" W FOR A DISTANCE OF 572.50 FEET TO A 1/4 INCH IRON ROD FOUND;

N 48° 08' 12" W FOR A DISTANCE OF 104.00 FEET TO A 1/4 INCH IRON ROD FOUND;

S 41° 51' 48" W, AT 217.00 FEET PASS A 1/4 INCH IRON ROD FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 280.00 FEET TO A 1/4 INCH IRON ROD SET ON THE PROPOSED SOUTHWEST LINE OF BIO-MEDICAL WAY (63.00' R.O.W.);

THENCE: CONTINUING THROUGHOUT SAID REMAINDER OF 324.83 ACRE TRACT AND ALONG THE PROPOSED SOUTHWEST LINE OF BIO-MEDICAL WAY FOR THE FOLLOWING CALLS:

N 48° 08' 12" W FOR A DISTANCE OF 704.54 FEET TO A 1/4 INCH IRON ROD SET MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 531.50 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 08' 44" FOR AN ARC DISTANCE OF 19.90 FEET (CHORD BEARS: N 47° 03' 50" W - 19.90 FEET) TO A 1/4 INCH IRON ROD SET MARKING THE END OF SAID CURVE;

N 45° 59' 28" W FOR A DISTANCE OF 181.41 FEET TO A 1/4 INCH IRON ROD SET MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 468.50 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 08' 44" FOR AN ARC DISTANCE OF 17.54 FEET (CHORD BEARS: N 47° 03' 50" W - 17.54 FEET) TO A 1/4 INCH IRON ROD SET MARKING THE END OF SAID CURVE;

N 48° 08' 12" W FOR A DISTANCE OF 55.07 FEET TO A 1/4 INCH IRON ROD SET MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88° 21' 30" FOR AN ARC DISTANCE OF 38.55 FEET (CHORD BEARS: S 87° 41' 03" W - 34.85 FEET) TO A 1/4 INCH IRON ROD SET ON THE SOUTHWEST LINE OF HSC PARKWAY (120' R.O.W.) MARKING THE END OF SAID CURVE AND THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 862.50 FEET;

THENCE: ALONG THE SOUTHWEST LINE OF HSC PARKWAY FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 38' 30" FOR AN ARC DISTANCE OF 24.71 FEET (CHORD BEARS: N 42° 41' 03" E - 24.71 FEET) TO THE END OF SAID CURVE, FOR REFERENCE A 1/4 INCH IRON ROD FOUND BEARS: S 53° 43' 53" E FOR A DISTANCE OF 0.31 FEET;

N 41° 51' 48" E FOR A DISTANCE OF 1344.38 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 862.50 FEET, FOR REFERENCE A 1/4 INCH IRON ROD FOUND BEARS: S 69° 29' 43" E FOR A DISTANCE OF 0.36 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 39' 49" FOR AN ARC DISTANCE OF 40.10 FEET (CHORD BEARS: N 40° 31' 53" E - 40.09 FEET) TO THE END OF SAID CURVE;

THENCE: THROUGH SAID REMAINDER OF 324.83 ACRE TRACT FOR THE FOLLOWING CALLS:

S 24° 43' 01" E FOR A DISTANCE OF 135.90 FEET;

S 73° 23' 31" E FOR A DISTANCE OF 141.63 FEET;

S 27° 35' 40" E FOR A DISTANCE OF 107.64 FEET;

S 10° 44' 03" E FOR A DISTANCE OF 103.19 FEET;

S 57° 48' 48" E FOR A DISTANCE OF 155.38 FEET;

S 27° 32' 24" E FOR A DISTANCE OF 59.14 FEET;

S 22° 11' 30" E FOR A DISTANCE OF 224.04 FEET;

S 52° 31' 42" E FOR A DISTANCE OF 71.07 FEET;

S 24° 54' 18" E FOR A DISTANCE OF 103.64 FEET;

S 24° 03' 50" E FOR A DISTANCE OF 66.74 FEET;

S 14° 35' 46" E FOR A DISTANCE OF 74.20 FEET;

S 38° 10' 45" E FOR A DISTANCE OF 53.62 FEET;

S 41° 30' 42" E FOR A DISTANCE OF 61.84 FEET;

S 62° 36' 08" E FOR A DISTANCE OF 73.58 FEET;

S 34° 49' 20" E FOR A DISTANCE OF 175.54 FEET;

S 59° 07' 55" E FOR A DISTANCE OF 120.87 FEET;

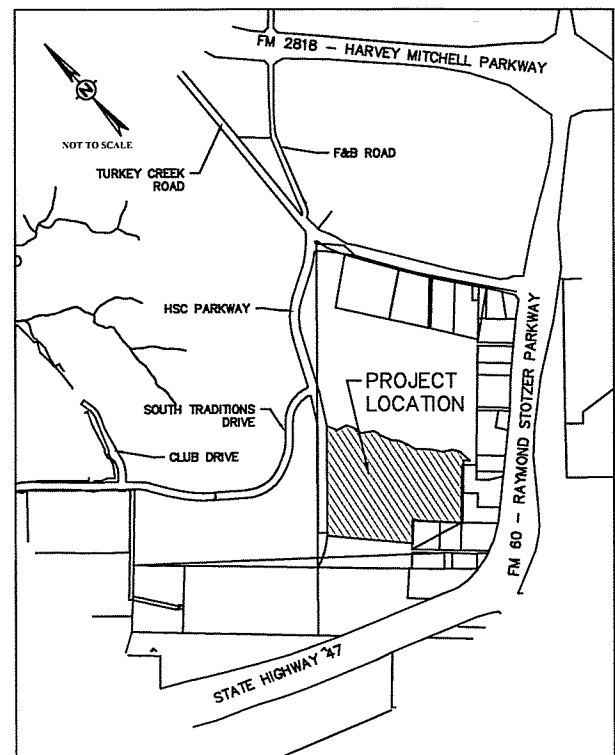
S 37° 54' 05" E FOR A DISTANCE OF 79.15 FEET;

S 21° 17' 52" E FOR A DISTANCE OF 36.57 FEET;

S 60° 40' 53" E FOR A DISTANCE OF 165.86 FEET TO THE POINT OF BEGINNING CONTAINING 35.96 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

LEGEND	
	PLAT BOUNDARY
	ROW LINE
	LOT LINE
	PROPERTY CORNER
	EXISTING EASEMENTS
	PUBLIC EASEMENT
	PROPOSED PUBLIC ACCESS EASEMENT
	PUBLIC UTILITY EASEMENT

VICINITY MAP



PLAT BOUNDARY LINE TABLE

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	135.90'	S24° 43' 01" E
L2	141.63'	S73° 23' 31" E
L3	107.64'	S27° 35' 40" E
L4	103.19'	S10° 44' 03" E
L5	155.38'	S57° 48' 48" E
L6	59.14'	S27° 32' 24" E
L7	224.04'	S22° 11' 30" E
L8	71.07'	S52° 31' 42" E
L9	103.64'	S24° 54' 18" E
L10	66.74'	S24° 03' 50" E
L11	74.20'	S14° 35' 46" E
L12	53.62'	S38° 10' 45" E
L13	61.84'	S41° 30' 42" E
L14	73.58'	S62° 36' 08" E
L15	175.54'	S34° 49' 20" E
L16	120.87'	S59° 07' 55" E
L17	79.15'	S37° 54' 05" E
L18	83.97'	N48° 11' 41" W
L19	98.88'	N27° 56' 20" W
L20	109.33'	N18° 40' 17" W
L21	107.85'	N31° 16' 52" W
L22	104.00'	N48° 08' 12" W
L23	181.41'	N45° 59' 28" W
L24	55.07'	N48° 08' 12" W
L25	36.57'	S21° 17' 52" E
L26	165.86'	S60° 40' 53" E
L41	355.55'	N45° 51' 23" W

EASEMENTS LINE TABLE

LINE TABLE		
LINE #	LENGTH	DIRECTION
L42	60.08'	N7° 29' 23" W
L45	7.99'	S75° 15' 02" E
L46	17.14'	N43° 44' 44" E
L47	17.08'	N43° 44' 44" E
L48	15.13'	S49° 15' 01" E
L49	19.56'	S49° 15' 01" E

LOTS & ROW LINE TABLE

LINE TABLE		
LINE #	LENGTH	DIRECTION
L25	81.86'	N31° 06' 30" W
L26	104.79'	N12° 04' 31" W
L27	89.86'	N28° 01' 33" W
L28	110.79'	N64° 25' 29" W
L29	40.59'	N49° 04' 50" W
L30	130.27'	N71° 35' 47" W
L31	71.58'	S70° 37' 49" W
L32	137.18'	N85° 44' 10" W
L33	188.71'	N35° 40' 58" W
L34	111.00'	N31° 54' 46" W
L35	160.38'	N16° 53' 17" W
L37	181.41'	S45° 59' 28" E
L38	54.70'	S48° 08' 12" E

PLAT BOUNDARY CURVE TABLE

Curve Table							
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION	
C1	19.90'	531.50'	002°08'44"	9.85'	19.90'	N47°03'50"W	
C2	17.54'	468.50'	002°08'44"	8.77'	17.54'	N47°03'50"W	
C3	38.55'	25.00'	088°21'30"	24.29'	34.85'	S87°41'03"E	
C4	24.71'	862.50'	001°38'30"	12.36'	24.71'	N42°41'03"E	
C5	40.10'	862.54'	002°39'49"	20.05'	40.09'	N40°31'53"E	

LOTS & ROW CURVE TABLE

Curve Table							
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION	
C7	39.27'	25.00'	090°00'00"	25.00'	35.36'	S03°08'12"E	
C9	19.90'	531.50'	002°08'44"	9.85'	19.90'	S47°03'50"E	
C11	17.54'	468.50'	002°08'44"	8.77'	17.54'	S47°03'50"E	

FINAL PLAT
THE TRADITIONS SUBDIVISION
PHASE 23
36.22 ACRES
BLOCK 1, LOT 1 - 7.60 ACRES
BLOCK 1, LOT 2 - 12.45 ACRES
GREENWAY COMMON AREA - 14.71 ACRES
R.O.W. DEDICATION - 146 ACRES

J.H. JONES SURVEY, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS

OWNER:
BRYAN COMMERCE &
DEVELOPMENT, INC.
P.O. BOX 1000
BRYAN, TEXAS 77805

DEVELOPER:
BRYAN TRADITIONS, LP
2100 TRADITIONS BLVD.
BRYAN, TEXAS 77807

SURVEYOR:
BRAD KERR, RPLS NO. 4502
KERR SURVEYING, LLC
409 N. TEXAS AVE.
BRYAN, TEXAS 77803
979.268.3195

ENGINEER:
Schultz Engineering, LLC
2730 LONGWIRE DR., SUITE A
COLLEGE STATION, TEXAS 77845
979.764.3900

SCALE: 1"=100'
FEBRUARY 2013

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: Korey LeMond
Title: Engineer

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 3

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ATMOS ENERGY

By: _____
Title: _____

VERIZON TELEPHONE COMPANY

By: LESLIE CARROLL
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 3

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ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: Dan Aughey

Title: SUPVVISOR OPS. Construction

6.15.2022

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: 

Title: Electrical Engineer

Application for Abandonment of a Public Right-of-Way / Easement

Location: 3943 Biomedical Way

EXHIBIT NO.4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

X 

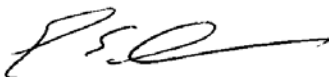
City Engineer
City of College Station

X 

Building Official
City of College Station

X 

Zoning Official
City of College Station

X 

Fire Marshal
City of College Station

X 

Electric Department
City of College Station

X 

Water Services Department
City of College Station

X 

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

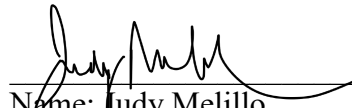
SECRETARY'S CERTIFICATE

I, Judy Melillo, hereby (i) certify that I am the duly elected, qualified and acting Secretary of FUJIFILM Diosynth Biotechnologies Texas, LLC, a Texas limited liability company (the "Company"), and that, as such, I am authorized to execute and deliver this certificate on behalf of the Company and (ii) further certify, not in my individual capacity but solely in my official capacity, on behalf of the Company, as follows:

1. Mr. Gerry Farrell is the duly appointed, qualified and acting Chief Operating Officer of the Company.

2. As such Chief Operating Officer, Mr. Gerry Farrell has been authorized and empowered to sign documents on behalf of the Company, including but not limited to easement agreements and related title conveyance documents.

IN WITNESS WHEREOF, I have executed this certificate on behalf of the Company on this 5th day of August, 2020.


Name: Judy Melillo
Title: Secretary

Form 414
(Revised 09/13)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709

Filing Fee: See instructions



**Restated Certificate of
Formation
With New Amendments**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
DEC 05 2014
Corporations Section

Entity Information

The name of the filing entity is:

Kalon Biotherapeutics, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| ☐ For-profit Corporation | ☐ Professional Corporation |
| ☐ Nonprofit Corporation | ☐ Professional Limited Liability Company |
| ☐ Cooperative Association | ☐ Professional Association |
| ☒ Limited Liability Company | ☐ Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 801389568

The date of formation of the filing entity is: 2/25/2011

Statement of Approval

Each new amendment has been made in accordance with the provisions of the Texas Business Organizations Code. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the Code and by the governing documents of the entity.

Required Statements

The restated certificate of formation, which is attached to this form, accurately states the text of the certificate of formation being restated and each amendment to the certificate of formation being restated that is in effect, and as further amended by the restated certificate of formation. The attached restated certificate of formation does not contain any other change in the certificate of formation being restated except for the information permitted to be omitted by the provisions of the Texas Business Organizations Code applicable to the filing entity.

RECEIVED

DEC 05 2014 6

Secretary of State

Effectiveness of Filing (Select either A, B, or C.)

- A. ☐ This document becomes effective when the document is filed by the secretary of state.
- B. ☒ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: December 8, 2014
- C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

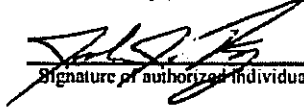
Execution

The undersigned affirms that the person designated as registered agent in the restated certificate of formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 12/5/2014

Kalon Biotherapeutics, LLC

Name of entity (see Execution instructions)



Signature of authorized individual (see instructions)

John Foy

Printed or typed name of authorized individual

Attach the text of the amended and restated certificate of formation to the completed statement form. Identify the attachment as "Restated Certificate of Formation of [Name of Entity]."

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
KALON BIOTHERAPEUTICS, LLC**

John Foy, under the provisions and subject to the requirements of the Texas Business Organizations Code, as amended (the “*Code*”), hereby certifies that:

ONE: The name of this limited liability company is Kalon Biotherapeutics, LLC (the “*Company*”), and the date of filing of the last filed Certificate of Formation of the Company with the Texas Secretary of State was February 25, 2011.

TWO: He is a duly elected and acting Manager of this limited liability company.

THREE: The Certificate of Formation of the Company is hereby amended and restated to read as follows:

ARTICLE ONE

The name of the Company is FUJIFILM Diosynth Biotechnologies Texas, LLC.

ARTICLE TWO

The type of filing entity being formed is a limited liability company.

ARTICLE THREE

The purpose for which the Company is organized is to engage in the transaction of any and all lawful business for which a limited liability company may be organized under the Code.

ARTICLE FOUR

The street address of the initial registered office of the Company is 211 E. 7th Street, Suite 620, Austin, Texas 78701, and the name of its initial registered agent at such address is Corporation Service Company d/b/a CSC Lawyers Incorporating Service Company.

ARTICLE FIVE

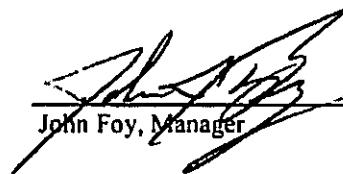
The Company will be managed by its Board of Managers. The name and address of the Managers of the Company are as follows:

<u>Name</u>	<u>Address</u>
Steve Bagshaw	FUJIFILM Diosynth Biotechnologies UK Ltd. Belasis Avenue Billingham TS23 1LH United Kingdom

John Foy	FUJIFILM Diosynth Biotechnologies U.S.A., Inc. 101 J. Morris Commons Lane Morrisville, NC 27560
Akira Kase	FUJIFILM Corporation Tokyo Midtown, 7-3, Akasaka 9- chome Minato-ku, Tokyo 107-0052, Japan
Kenji Orihashi	FUJIFILM Diosynth Biotechnologies U.S.A., Inc. 101 J. Morris Commons Lane Morrisville, NC 27560
Seimi Satake	FUJIFILM Diosynth Biotechnologies UK Ltd. Belasis Avenue Billingham TS23 1LH United Kingdom
Ray Bonilla	The Texas A&M University System 301 Tarrow Street, 6 th Floor College Station, TX 77840
Terry Hazell	Texas Emerging Technology Fund Office of the Governor 1100 San Jacinto Austin, Texas 78701

ARTICLE SIX

This document shall become effective December 8, 2014.


John Foy, Manager

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
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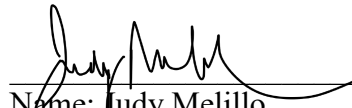
SECRETARY'S CERTIFICATE

I, Judy Melillo, hereby (i) certify that I am the duly elected, qualified and acting Secretary of FUJIFILM Diosynth Biotechnologies Texas, LLC, a Texas limited liability company (the "Company"), and that, as such, I am authorized to execute and deliver this certificate on behalf of the Company and (ii) further certify, not in my individual capacity but solely in my official capacity, on behalf of the Company, as follows:

1. Mr. Gerry Farrell is the duly appointed, qualified and acting Chief Operating Officer of the Company.

2. As such Chief Operating Officer, Mr. Gerry Farrell has been authorized and empowered to sign documents on behalf of the Company, including but not limited to easement agreements and related title conveyance documents.

IN WITNESS WHEREOF, I have executed this certificate on behalf of the Company on this 5th day of August, 2020.


Name: Judy Melillo
Title: Secretary

Form 414
(Revised 09/13)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709

Filing Fee: See instructions



**Restated Certificate of
Formation
With New Amendments**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
DEC 05 2014
Corporations Section

Entity Information

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|---|---|
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RECEIVED

DEC 05 2014 6

Secretary of State

Effectiveness of Filing (Select either A, B, or C.)

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- C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

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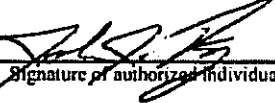
Execution

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Date: 12/5/2014

Kalon Biotherapeutics, LLC

Name of entity (see Execution instructions)



Signature of authorized individual (see instructions)

John Foy

Printed or typed name of authorized individual

Attach the text of the amended and restated certificate of formation to the completed statement form. Identify the attachment as "Restated Certificate of Formation of [Name of Entity]."

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CERTIFICATE OF FORMATION
OF
KALON BIOTHERAPEUTICS, LLC**

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ARTICLE THREE

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ARTICLE FIVE

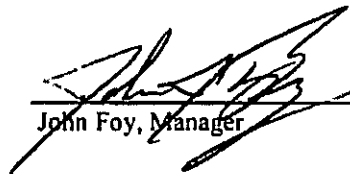
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John Foy	FUJIFILM Diosynth Biotechnologies U.S.A., Inc. 101 J. Morris Commons Lane Morrisville, NC 27560
Akira Kase	FUJIFILM Corporation Tokyo Midtown, 7-3, Akasaka 9- chome Minato-ku, Tokyo 107-0052, Japan
Kenji Orihashi	FUJIFILM Diosynth Biotechnologies U.S.A., Inc. 101 J. Morris Commons Lane Morrisville, NC 27560
Seimi Satake	FUJIFILM Diosynth Biotechnologies UK Ltd. Belasis Avenue Billingham TS23 1LH United Kingdom
Ray Bonilla	The Texas A&M University System 301 Tarrow Street, 6 th Floor College Station, TX 77840
Terry Hazell	Texas Emerging Technology Fund Office of the Governor 1100 San Jacinto Austin, Texas 78701

ARTICLE SIX

This document shall become effective December 8, 2014.


John Foy, Manager

September 22, 2022
Item No. 9.2.
North Forest Estates Restricted Occupancy Overlay

Sponsor: Alyssa Halle-Schramm, Planner

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 9.86 acres of land, being 26 lots within North Forest Estates, Block 1 and 2, generally located along Justin Avenue.

Relationship to Strategic Goals:

- Neighborhood Integrity

Recommendation(s): The Planning & Zoning Commission heard this item at their September 1, 2022 meeting and voted 4-2 to recommend approval.

Summary: This request is to rezone approximately 9.86 acres being 26 lots within the North Forest Estates subdivision from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay. This request is to add the ROO, which is a single-family overlay zoning district, to the existing base zoning within the North Forest Estate subdivision boundaries. The ROO overlay is intended to provide subdivision-specific occupancy regulations – not to exceed two unrelated persons per single-family dwelling or accessory living quarter. The Petition Committee, comprised of North Forest Estates homeowners, has met all requirements of the ROO application process. The Petition Committee submitted the application materials including the ROO petition that contained 20 total signatures. City staff were able to verify 19 of the 20 signatures, representing 73.1% of the subdivision in support of the requested ROO.

REZONING REVIEW CRITERIA

1.) Whether the proposal is consistent with the Comprehensive Plan:

The subject tract is designated as Suburban Residential on the Comprehensive Plan Future Land Use & Character Map. The surrounding areas to the northeast and southwest are also Suburban Residential. The property to the southeast is designated as Natural & Open Areas and is part of Bee Creek and its floodplain. The property to the northwest across North Forest Parkway is designated Neighborhood Commercial and is developed as the St. Thomas Aquinas Catholic Church. North Forest Parkway is an existing 2-lane minor collector and is shown on the Comprehensive Plan's Thoroughfare Plan as a future 2-lane major collector.

The Comprehensive Plan discusses single-family overlay zoning districts in both Chapter 3, Strong Neighborhoods and Chapter 9, Collaborative Partnerships. The plan states that, "various single-family overlay zoning districts have been created to help mitigate the issues associated with tear-downs in established neighborhoods. These include the Neighborhood Conservation Overlay, the

Restricted Occupancy Overlay, and the Historic Preservation Overlay.” The plan goes on to state that collaboration between the City and Texas A&M University is vital to proactively address issues caused by the rapid growth of the university and the stressors and potential changes that places on nearby neighborhoods.

Pursuing a single-family overlay zoning is a tool that a neighborhood can choose for itself to help address and mitigate perceived, anticipated, and actual changes within an established single-family neighborhood. While the Neighborhood Conservation and Historic Presentation Overlays address and mitigate changes to physical property characteristics, the intent of a ROO is to address and mitigate issues associated with overoccupancy. As a tool that a neighborhood can pursue for itself to address issues of overoccupancy and preserve neighborhood character, the request is aligned with the Comprehensive Plan.

2.) Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is surrounded by GS General Suburban zoned single-family homes to the northeast in the Emerald Forest subdivision and to the southwest in the North Forest subdivision (which is separate from North Forest Estates). The property to the southeast is zoned GC General Commercial but is part of Bee Creek and its floodplain and, as such, is undevelopable. The property located to the northwest across North Forest Parkway is St. Thomas Aquinas Catholic Church, which is zoned R Rural and GS General Suburban. The single-family uses allowed by the GS General Suburban zoning district will remain and the addition of the ROO overlay solely restricts the number of unrelated persons per single-family dwelling or accessory living quarters to no more than two unrelated persons.

As stated in the Unified Development Ordinance (UDO), “single-family overlay districts create an additional zoning district that is superimposed over the underlying zoning district. Single-family overlay districts are intended to provide additional standards for College Station neighborhoods. These standards promote residential development patterns and are intended to protect and enhance desirable neighborhood characteristics, livability, and harmonious, orderly, and efficient growth and development. The underlying zoning district establishes the permitted uses and standards and shall remain in effect. The requirements of the overlay district are to be applied in addition to the underlying zoning district standards.”

The ROO overlay standard is as follows: “Occupancy of either, a detached single-family dwelling or accessory living quarter, shall not exceed two unrelated persons per single-family dwelling or accessory living quarter. Related persons are specified in Section 11.2 ‘Defined Terms’ in the definition of ‘Family.’ Accessory living quarter requirements are further specified in Section 6.5 ‘Accessory Uses’ within the standards for ‘Living Quarters.’”

UDO Sections 3.3, 4.1, and 5.11 detail the application process and regulations for single-family overlay districts and the ROO Process Handbook serves as a policy guide for residents. The process requires that a subdivision interested in pursuing a ROO form a Petition Committee. That committee is tasked with leading the effort, organizing their neighbors, hosting a neighborhood-led meeting and notifying all neighbors of the meeting via certified mail, collecting the petition signatures, and submitting the completed application and all required materials.

The North Forest Estates Petition Committee was comprised of three members: Fred Boenheim, Mark

Hawthorne, and Rey Sully. The Petition Committee hosted their neighborhood meeting on June 25, 2022, discussed pursuing the ROO for their subdivision, answered questions from their neighbors, and began collecting petition signatures. Property owners from 11 of the 26 lots were in attendance, as were City staff, and an owner from each property signed the petition.

The Petition Committee finished collecting petition signatures and submitted their ROO application in July 2022. City staff verified that the application was complete, and all requirements were met. The submitted ROO Petition contained 20 total signatures. City staff were able to verify 19 of the 20 signatures. The signature that staff were unable to verify was a property held within a trust that required both trustees sign transactions on behalf of the trust, and thus was missing a signature from the second trustee. The Petition Committee was unable to obtain the second signature within the timeframe needed to move forward and asked that the application continue with the 19 confirmed signatures, representing 73.1% of the subdivision in support of the requested ROO.

Staff held a required City-hosted neighborhood meeting for the North Forest Estates ROO request on August 9, 2022. There were five residents in attendance, three from North Forest Estates who signed the petition in support of the ROO, one participating remotely on Zoom who did not provide comment, and one from the nearby North Forest subdivision who was interested in learning about the ROO application and whether it applied to his property, which it does not.

3.) Whether the property to be rezoned is physically suitable for the proposed zoning district:

The ROO overlay zoning does not affect any of the physical characteristics of the underlying GS General Suburban zoning district. The existing subdivision meets the dimensional standards for GS General Suburban zoned properties as set forth in the UDO and is already developed as a single-family residential subdivision.

4.) Whether there is available water, sanitary sewer, storm water, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water, wastewater, stormwater, and transportation infrastructure is adequate to support the needs of this existing development. No additional development and subsequent impacts are anticipated from the addition of the ROO overlay zoning designation.

5.) The marketability of the property:

The single-family uses allowed by the GS General Suburban zoning district will remain and are marketable as single-family residential homes. The ROO overlay only restricts the number of unrelated persons per single-family dwelling or accessory living quarters to no more than two unrelated persons.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Background Information
4. Rezoning Map
5. Original Subdivision Plat
6. Applicant's Supporting Information

7. Petition Committee Members
8. Neighborhood Meeting Materials
9. Petition Signatures

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 9.86 ACRES, BEING 26 LOTS WITHIN THE NORTH FOREST ESTATES SUBDIVISION AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 22nd day of September, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

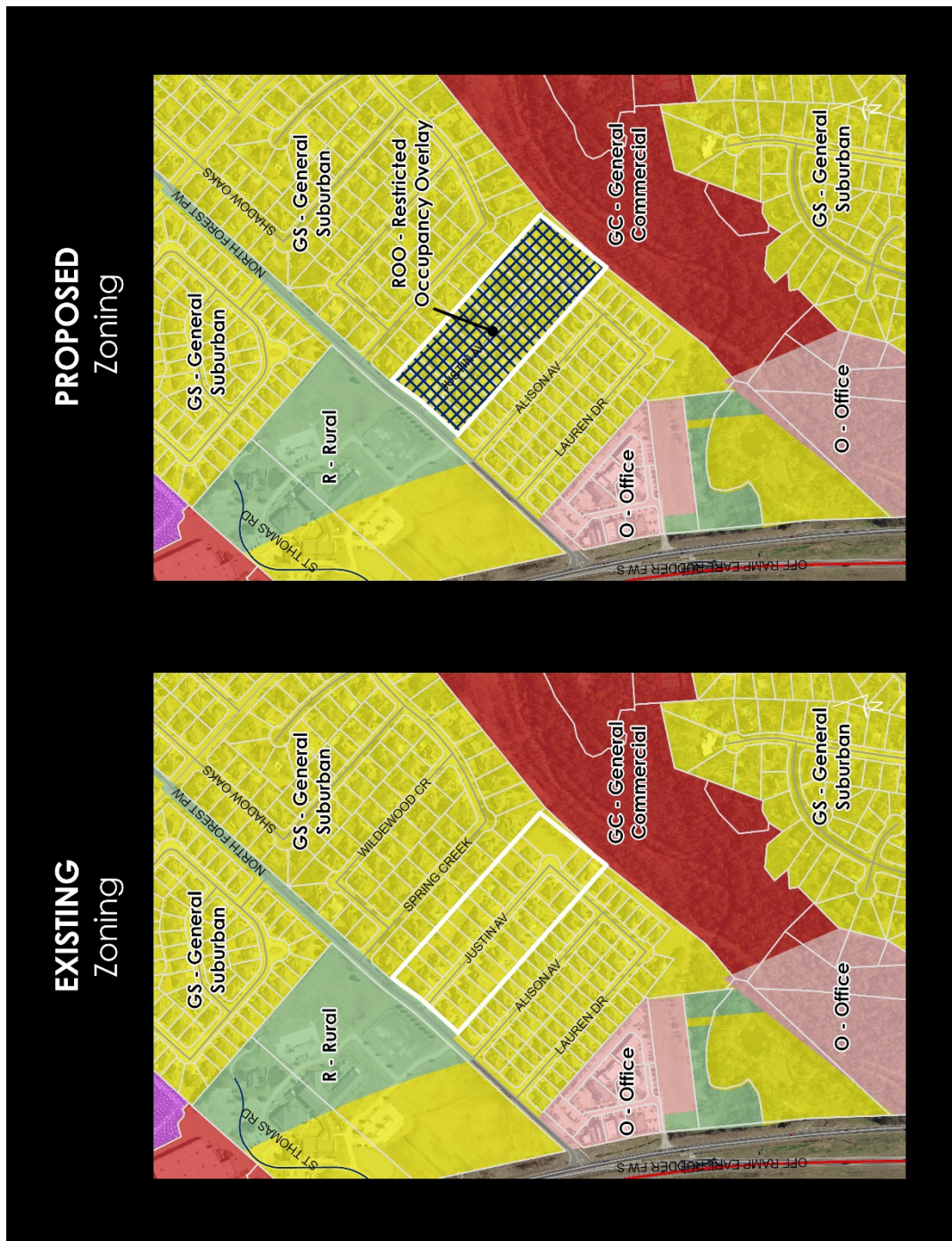
APPROVED:

City Attorney

Exhibit A

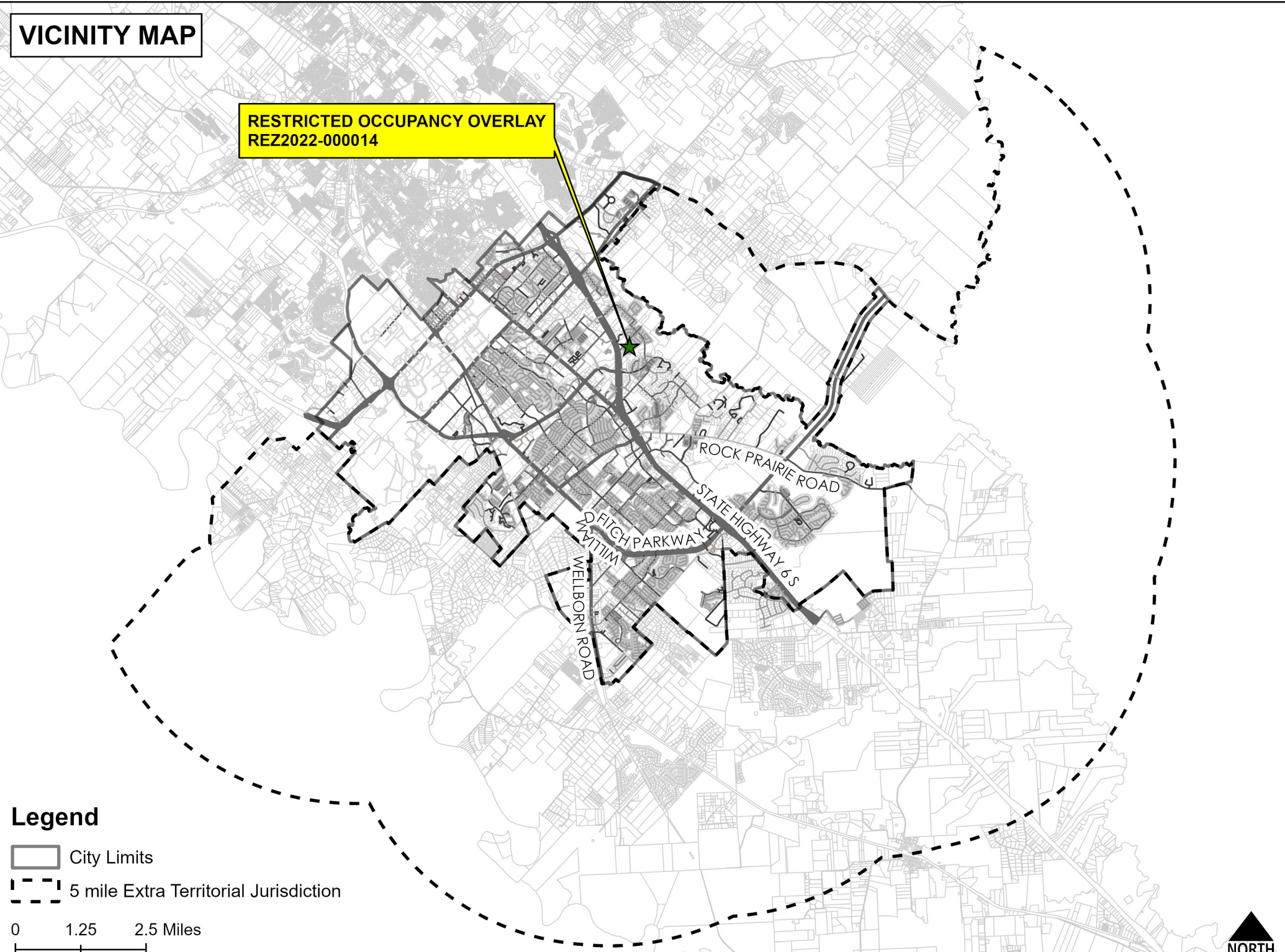
That Appendix A, “Unified Development Ordinance,” Article 4, “Zoning Districts,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended and is to read as follows:

The following property is rezoned to apply a ROO Restricted Occupancy Overlay zoning as provided in Appendix A, “Unified Development Ordinance,” Article 5 “District Purpose Statements and Supplemental Standards”, Section 5.11 “Single-Family Overlay Districts”:



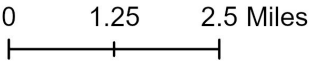
VICINITY MAP

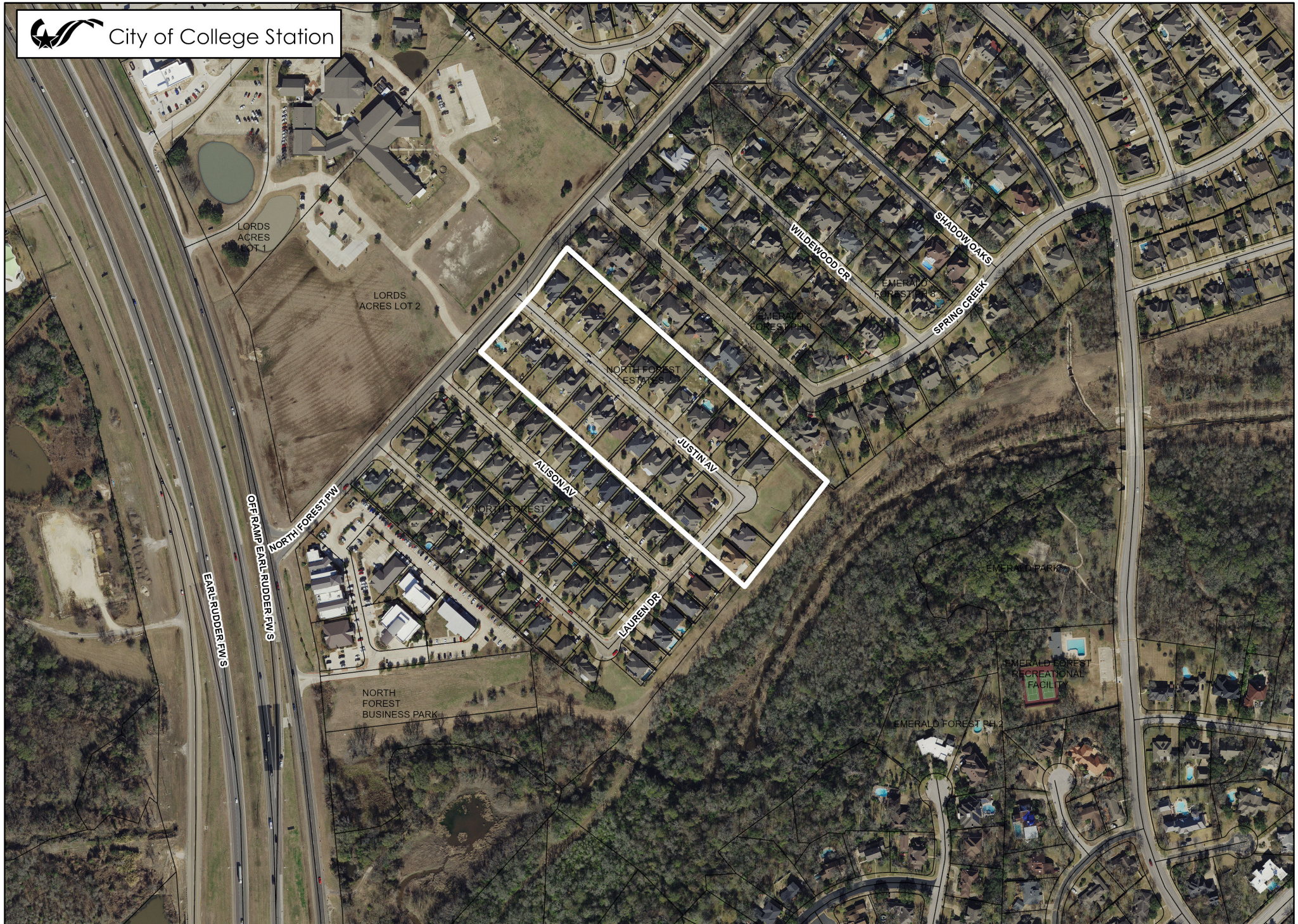
RESTRICTED OCCUPANCY OVERLAY
REZ2022-000014



Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction



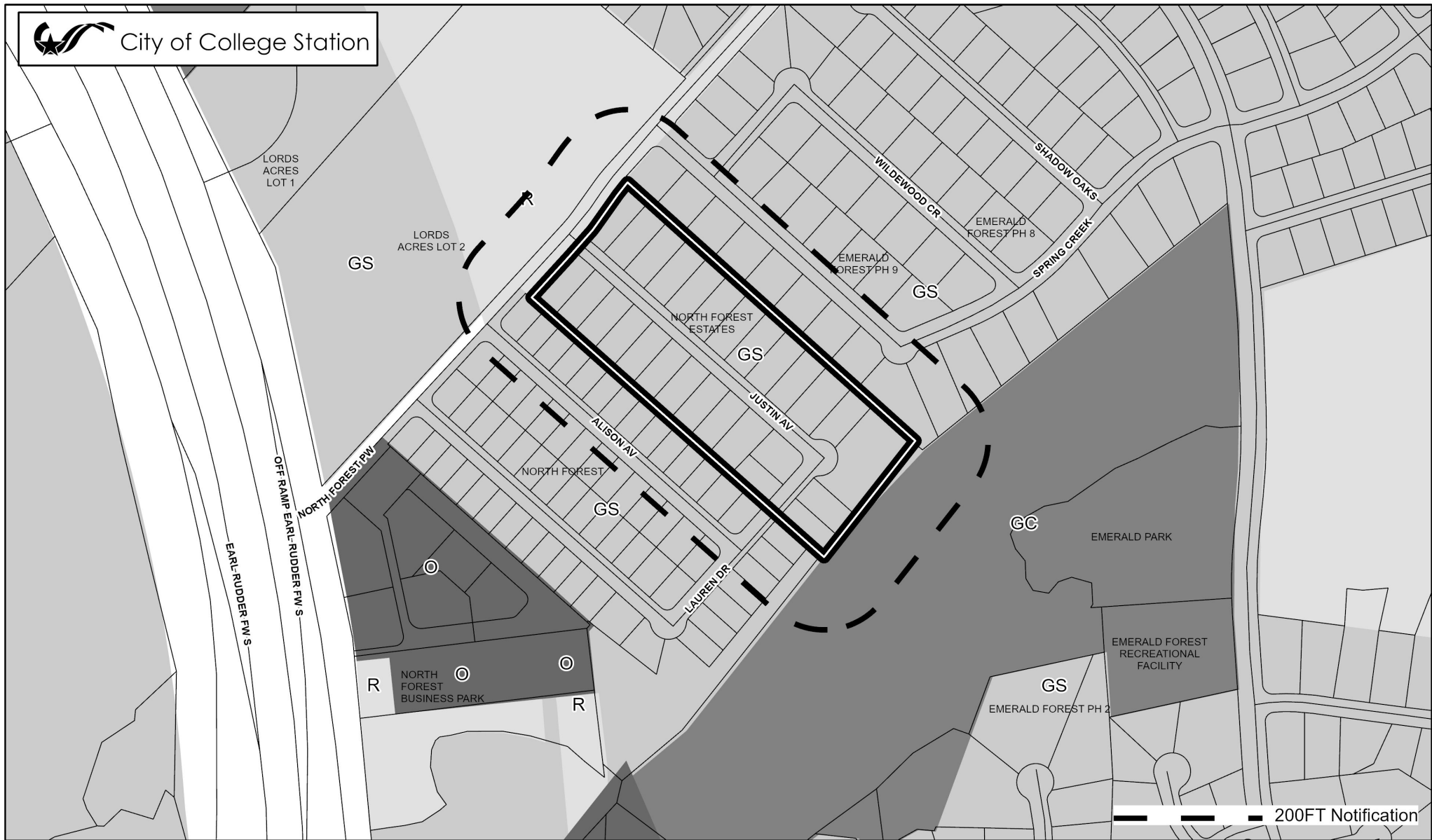


0 370 740 Feet

RESTRICTED OCCUPANCY OVERLAY

Case:
REZ2022-000014

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MF Multi-Family
WE	Wellborn Estate	MU Mixed-Use
E	Estate	MHP Manufactured Home Pk.
WRS	Wellborn Restricted Suburban	
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 370 740 Feet

RESTRICTED OCCUPANCY OVERLAY

Case:
REZ2022-000014

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: September 1, 2022
Advertised Council Hearing Date: September 22, 2022

Property owner notices mailed: 83

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: One at the time of this report

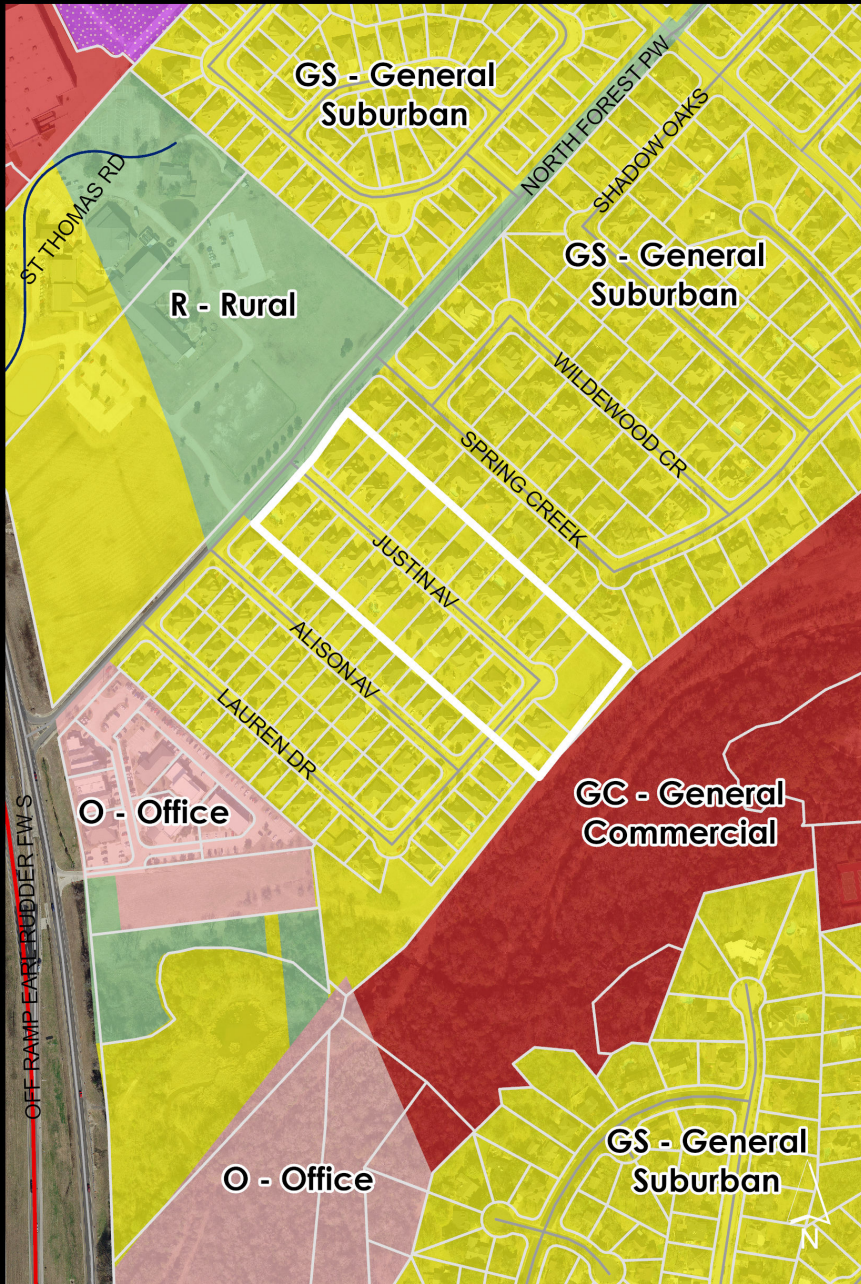
ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Suburban Residential	GS General Suburban	Residential
South	Suburban Residential	GS General Suburban	Residential
East	Natural & Open Areas	GC General Commercial	Undeveloped
West	Right-of-Way 2-Lane Major Collector	n/a	North Forest Parkway 2-Lane Minor Collector

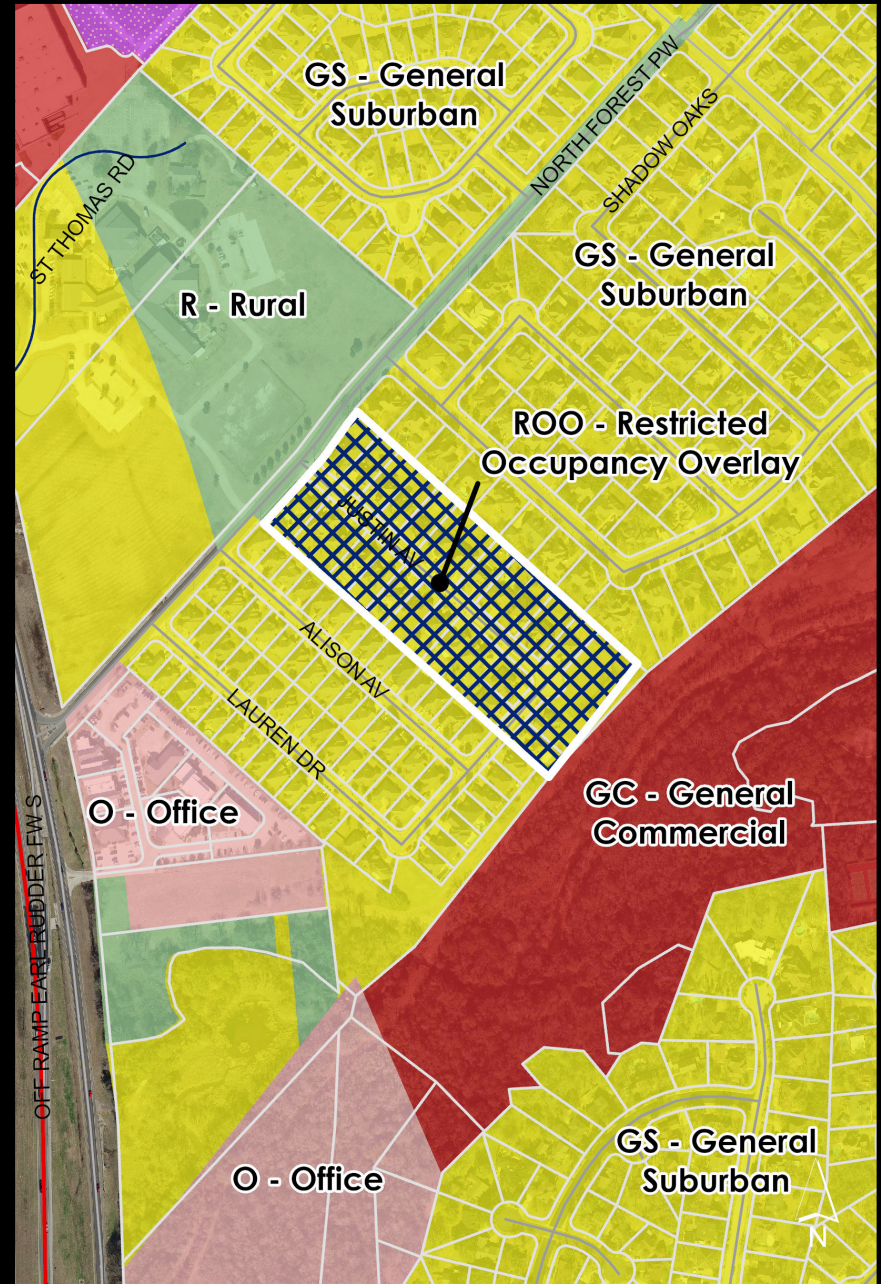
DEVELOPMENT HISTORY

Incorporated: September 1977
Zoning: A-O Agricultural Open (1977)
R-1 Single-Family Residential (2006)
R-1 Single-Family Residential renamed to GS General Suburban (2013)
Final Plat: North Forest Estates (2008)
Site Development: Single-Family Residential

EXISTING Zoning



PROPOSED Zoning





REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: RESTRICTED OCCUPANCY OVERLAY

Address: 8416 JUSTIN AVE

Legal Description: NORTH FOREST ESTATES, BLOCK 2, LOT 9

Total Acreage: 9.86

Applicant: North Forest Estates HOA, Inc

Property Owner: HAWTHORNE MARK ALAN & DEBRA SC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

North Forest Estates is a plat of 26 properties currently zoned as Suburban Residential. In 2012, the residents of North Forest Estates assumed control of the Homeowners Association (HOA). The HOA is named the North Forest Estates HOA (NFEHOA).

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The NFEHOA Declaration of Covenants, Conditions and Restrictions (DCCR) has always had a line item limiting the number of unrelated persons in each home to no more than 2. The recently updated DCCR also states in paragraph 4.08 - Renting and Leasing, "No property within North Forest Estates Subdivision, Inc. shall be purchased by any individual or corporation for the express intent of engaging in Short Term Rental or Month To Month Rental activity wherein the homeowner does not reside."

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The establishment of a ROO for NFEHOA will help mitigate the chance that an individual or corporation will attempt to purchase a property within NFEHOA for investment/income generation. The NFEHOA property owners have voted twice to proceed with the ROO application - once each in 2020 and 2022. Both votes passed with 20 of the 26 properties recently voting unanimously to proceed.

Explain the suitability of the property for uses permitted by the rezoning district requested.

As such, the rezoning with regards to a ROO for NFEHOA aligns perfectly regarding intent and effect for the benefit of the City and NFEHOA.

Explain the suitability of the property for uses permitted by the current zoning district.

As such, the rezoning with regards to a ROO for NFEHOA aligns perfectly regarding intent and effect for the benefit of the City and NFEHOA.

Explain the marketability of the property for uses permitted by the current zoning district.

The establishment of a ROO for the 26 properties in NFEHOA will help maintain and/or positively affect property values.

List any other reasons to support this zone change.

In addition, the ROO will help maintain relationships between property owners within the NFEHOA because the enforcement of the ROO, and subsequently the DCCR, falls to the Code Enforcement Division. It takes the onus of enforcement from HOA officers and/or members, and, in turn, helps keep the peace in the neighborhood.

Maximum Building Height.

N/A

Proposed Drainage.

N/A

Variations Sought.

N/A

Community Benefits.

N/A

Sustained Stability.

N/A

Conformity.

N/A

Compatibility with use.

N/A

Access to Streets.

N/A

Public Improvements.

N/A

Public Health.

N/A

Safety.

N/A

Excerpts from North Forest Estates Deed Restrictions

3.32 Occupancy Restrictions. No dwelling on any Lot shall be occupied by more than two (2) persons, unless all the persons occupying the dwelling consist of a parent, or parents, and their children.

4.08 Rental and Leasing. A Short-Term Rental (STR) is defined as a rental of less than thirty (30) consecutive days at a time. A Month-to-Month Rental (MTMR) is defined as a rental of more than thirty (30) consecutive days at a time, but less than one (1) year. A Long-Term Rental (LTR) is defined as a rental or lease of at least one (1) year. Renting is defined as a fixed return made by a tenant or occupant of property to the owner for the possession and use thereof. Leasing is defined as entering into a contract by which one conveys real estate for a specified term and for a specified rent.

No property within North Forest Estates Subdivision, Inc. shall be purchased by any individual or corporation for the express intent of engaging in STR or MTMR activity wherein the homeowner does not reside.

North Forest Estates

Restricted Occupancy Overlay (ROO) Petition Committee

Fred Boeheim

8400 Justin Ave

Mark Hawthorne

8416 Justin Ave

Rey Sully

8413 Justin Ave

Alyssa - notifications sent to properties within 200' as well?

Neighborhood Meeting Agenda

SUBDIVISION NAME: North Forest Estates HOA Inc.

DATE: June 25, 2022

Meeting – Introduction and Impact

Introduction (30 minutes)

1. Provide sign-in sheet
2. Present handbook materials
3. Discuss ROO handbook and timeline

Discussion (30 minutes)

4. Present and discuss restricted occupancy impact on residents
5. Determine if neighborhood will proceed with ROO

- aligns our deed restrictions with city ^{zoning} ordinance
- ~~designates~~ ^{identifies} our neighborhood as one with a
ROO - guides realtors representing
individuals or corporations seeking
investment properties away from our
neighborhood
- Transfers onus of enforcement away from
HOA to the city
- there is a rezoning fee of \$1343 (\$4683
in savings)

Meeting Minutes

SUBDIVISION NAME: North Forest Estates Hoa Inc.

DATE: 06/25/2022

1. First meeting for Restricted Occupancy Overlay Petition (ROO)
Meeting started at 6:30PM on 6/25/2022; at the residence of Ralph & Diane Friend. In attendance was a total of ten families representing ten of the 26 units of the North Forest Estates HOA. The other owners not in attendance, will be contacted later for signing the Petition.
2. Mark Hawthorne started the meeting by introducing Alyssa H. Schramm representing the City of College Station. He elaborated on the purpose and benefits of having the ROO for our community. Mark also mentioned that there will be a onetime fee of about \$1,343 for the ROO process.
3. Questions And Answers Session
___Q: How will the rules be enforced?
___Ans: When someone reports an infraction to the City, an investigation will take place, and appropriate decision will follow.
___Q: There was a question about number of unrelated people living in a unit, and the duration of their stay?
--- Ans: Only two unrelated people can live in a unit. The duration of their stay has not been defined.
4. The Attendance SignUp, and the Overlay Petition sheets were completed by the attendees; while lunch was being served.
5. At a future date, the second or follow up, meeting will be taken care by the City.

Attest: Print:

REYNALD

Sign:

Reynold Sully

Neighborhood Petition
Committee member

City Secretary's Office
RECEIVED
JUL 11 2022

Restricted Occupancy Overlay Petition

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in (insert subdivision name). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval.

DATE 6/25/22
FULL LEGAL
SUBDIVISION NAME: HOA North Forested Inc.

ADDRESS	LEGAL DESCRIPTION	PROPERTY OWNER NAME	SIGNATURE	DATE
1. 8413 Justin Ave	NORTH Forest Estate Block 1, LOT 7	Reynald Sully	Reynald Sully	6/25/22
2. 8418 Justin Ave	North Forest Estate B-2 L-10	Velumani Subramaniam		6/25/22
3. 8420 Justin Ave	North Forest Estate B-2 L-11	Timothy Bruce Skaggs	Timothy Skaggs	6/25/22
4. 8414 Justin Ave	North Forest Estates B-2 L-8	Steve Tesch		6/25/22
5. 8400 JUSTIN AVE	NORTH FOREST ESTATES B-2 L-1	Fred A. Boeckemuhl	Fred A. Boeckemuhl	6-25-22
6. 8419 Justin Ave	No. Forest Estate, BLK 1, LOT 10	Friend Family Trust	James Friend (Trustee)	6/25/22
7. 8432 LAUREN DR	NO FOREST ESTATES, BLK 1, LOT 12	ROSS MACLEODEN	Ross Macleoden	6/25/22
8. 8411 Justin Ave	NO FOREST ESTATES BLK 1 LOT 6	Marilyn Kingman	Marilyn D Kingman	6/25/2022
9. 8416 Justin Ave.	North Forest Estate block 2 lot 9	Debra Howard Horne	Debra Howard Horne	6/25/2022
10. 8402 Justin Ave	north forest estate block 2 lot 2	Boothby David Bradford	David Boothby	6/25/22
11. 8404 Justin Ave	North Forest Estates, block 2 lot 3	Michael Luna	Michael Luna	6/28/22
12. 8407 Justin Ave	North Forest Estates BLK 1 lot 4	Juliet Cockrell	Juliet Cockrell	6/28/2022
13. 8412 JUSTIN AVE	NORTH FOREST ESTATES BLK 2 LOT 7	PATRICK PEDERSEN	Patrick Pedersen	6/28/2022
14. 8415 JUSTIN AVE	NORTH FOREST ESTATES BLK 2 LOT 8	HAI NGUYEN	HAI NGUYEN	6-28-2022
15. 8445 LAUREN DRIVE	NORTH FOREST ESTATES BLK 2 LOT 12	NICHOLAS STUART	NICHOLAS STUART	6-28-22
16. 8410 JUSTIN AVE	NORTH FOREST ESTATES BLK 2 LOT 6	LEZLI C. W. JENKE	LEZLI C. W. JENKE	6-28-22
17. 8414 LAUREN DR	NORTH FOREST BLK 1 LOT 14	Tommy H. Nguyen	Tommy H. Nguyen	6-29-22
18. 8406 Justin Ave	North Forest Estate BLK 2 LOT 4	Taylor Johnson	Taylor Johnson	6/29-22

By signing below, I agree that the Restricted Occupancy Overlay (ROO) ordinance will limit occupancy to no more than two unrelated persons in a detached single-family dwelling or in an accessory living quarters in (insert subdivision name). I understand that related persons are related by blood, adoption, guardianship, marriage, are an authorized caretaker, or members of a group home for disabled persons, as defined in UDO Section 11.2 Defined Terms in the definition of "Family." I understand that at least 50% + 1 of the total number of single-family zoned or developed building plots in the original subdivision are required to submit the ROO application for consideration. I understand that submitting an application does not guarantee ROO approval.

NORTH FOREST ESTATES HOA Inc.

Page 684 of 778

September 22, 2022
Item No. 9.3.
Small Area Plan Audit

Sponsor: Naomi Sing

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the Small Area Plan Audit.

Relationship to Strategic Goals:

- Good Governance
- Core Services & Infrastructure
- Neighborhood Integrity
- Improving Mobility
- Sustainable City

Recommendation(s): This item was presented to the Planning & Zoning Commission on September 1, 2022, where the Commission unanimously recommended acceptance of the Small Area Plan Audit and its findings. Staff recommends that Council receive the presentation and accept the audit.

Summary: City staff will present the Small Area Plan Audit that includes findings from the audit process, implementation highlights, challenges of the small area planning process, and recommendations to improve future planning efforts, peer city research, next steps, and maps and implementation charts of each plan. The five plans evaluated through this audit are the Central College Station Neighborhood Plan, the Eastgate Neighborhood Plan, the Southside Area Neighborhood Plan, the South Knoll Area Plan, and the Wellborn Community Plan.

From the audit process and conversations with peers, City staff developed four key recommendations for future small area planning efforts:

- 1) Develop a clear implementation tracking strategy early in the plan creation process that ideally includes plan action tracking software to support collaboration across City departments.
- 2) Distinguish between actions that are the responsibility of the City to implement and those that must be neighborhood-led.
- 3) Develop specific and quantifiable actions that lead to measurable outcomes.
- 4) Set clear planning horizons with sunset provisions that expire plans after a certain date.

City staff will present the findings of the audit, discuss the intent to sunset existing plans that are beyond their planning horizons, and detail the next small area planning efforts that are identified in the Comprehensive Plan in Chapter 2: Distinctive Places and shown on Map 2.1 Planning Areas, along with the general timelines of those planning efforts which are launching in Fall/Winter 2022.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Plan Audit



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

SMALL AREA PLAN AUDIT

SEPTEMBER 2022



SMALL AREA PLAN AUDIT

This plan audit evaluates the City of College Station's five small area plans that focus on existing residential neighborhoods and communities, and identifies the successes and shortcomings of the plans and their implementation. This audit is organized as follows:

- Small Area Plan Overview
- Audit Origination
- Implementation Highlights
- Challenges & Recommendations
- Next Steps
- Mapped Infrastructure Projects
- Appendices – Plan Implementation Charts

Small Area Plan Overview

Upon adoption of the 2009 Comprehensive Plan, a series of five small area plans were developed that engaged residents and outlined area-specific initiatives that both the City of College Station and neighborhood leaders could enact to create stronger neighborhoods. The five plans evaluated through this audit are the Central College Station Neighborhood Plan, the Eastgate Neighborhood Plan, the Southside Area Neighborhood Plan, the South Knoll Area Plan, and the Wellborn Community Plan. All of these plans are past their planning horizons – the implementation timeline identified within each respective plan — with the exception of the Wellborn Community Plan which ends in 2023.

CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN (2010-2017)

The Central College Station Neighborhood Plan was adopted by the City Council on June 10, 2010. The planning area is made up of approximately 1,450 acres and is located in the geographic center of College Station. It is bounded by Texas Avenue South, State Highway 6 South, Harvey Mitchell Parkway South, Wellborn Road, and Rock Prairie Road.

EASTGATE NEIGHBORHOOD PLAN (2011-2018)

The Eastgate Neighborhood Plan was adopted by the City Council on June 23, 2011. The planning area is made up of approximately 567 acres located along the eastern edge of the Texas A&M University campus and is bounded by University Drive East, Texas Avenue South, Dominik Drive, and east of Munson Avenue and ending just before Westover Street.

SOUTHSIDE AREA NEIGHBORHOOD PLAN (2012-2019)

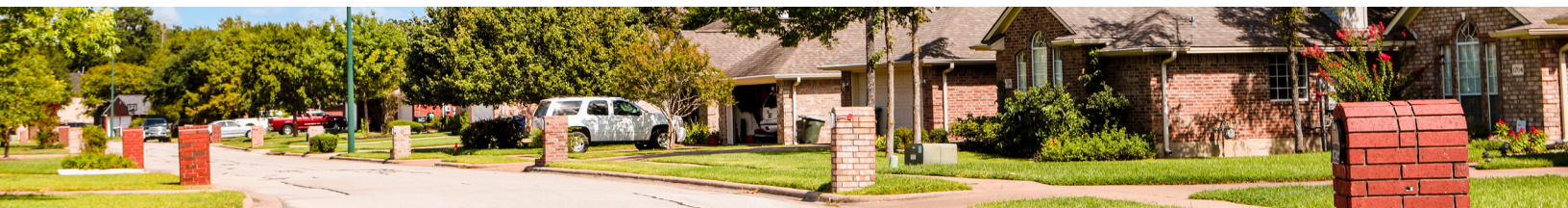
The Southside Area Neighborhood Plan was adopted by the City Council on September 13, 2012. The planning area is made up of approximately 720 acres located directly across from the southern edge of the Texas A&M University campus and is bounded by George Bush Drive, Wellborn Road, Southwest Parkway, Welsh Avenue, Holleman Drive, and Texas Avenue.

SOUTH KNOLL AREA PLAN (2013-2020)

The South Knoll Area Neighborhood Plan was adopted by the City Council on September 26, 2013. The planning area is made up of approximately 3,500 acres within the City's core and is bounded by Wellborn Road, Harvey Mitchell Parkway, Texas Avenue, Holleman Drive, Welsh Avenue, and Southwest Parkway.

WELLBORN COMMUNITY PLAN (2013-2023)

The Wellborn Community Plan was adopted by City Council on April 25, 2013. The planning area is located in the southwestern portion of the City and includes much of the remaining historic Wellborn Community. The Wellborn planning area is made up of approximately 929 acres and is bounded by I&GN Road, Greens Prairie Road West, Royder Road, Barron Cut-Off Road, and Capstone Drive.



PLANNING AREAS



- CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN
- EASTGATE NEIGHBORHOOD PLAN
- SOUTHSIDE AREA NEIGHBORHOOD PLAN
- SOUTH KNOLL AREA PLAN
- WELLBORN COMMUNITY PLAN

Audit Origination

The need for the Small Area Plan Audit was identified through discussions with the Planning & Zoning Commission, City Council, and the public. The need was also established with the 10-year Comprehensive Plan evaluation and is included as action number 3.8 within the updated plan which states that the City should “evaluate relevancy of neighborhood and small area plans that are beyond their planning horizon [and] develop a process to either retire or update plans.” This audit’s purpose is to review the plans that are beyond or nearing their planning horizons, to assess what was achieved relative to each plan’s recommendations, what was not achieved, and why, and whether further planning efforts are warranted for each area.

Implementation Highlights

The implementation charts included within the appendices identify the action items that reside within the respective plan and their statuses. Some of the original action items have been separated into multiple parts to better represent the various components of multi-step initiatives that were identified within the action item. Due to this, the totals listed within the audit report and the charts are reflective of the overall statuses rather than the actual number of the action items from the original plan documents. Using this methodology, there are 392 total action items between the five plans which were intended to be addressed over the course of each of the individual plan’s timeline. Approximately 61.7% of all plan action items have been completed, 6.9% are currently in-progress, 20.2% are incomplete, and 11.2% no longer being pursued by the City. The implementation charts include statuses of all actions and narrative that explains why certain actions were not completed. These reasons typically include varying levels of project feasibility, lack of continued neighborhood support, or lack of available funding. Many of the projects that lack identified funding were included within the FY22 Unfunded Projects list.

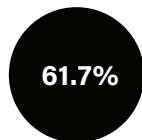




ALL PLANS

392
TOTAL
ACTION ITEMS

Completed



Incomplete

20.2%



No Longer
Pursuing

11.2%



In Progress

6.9%



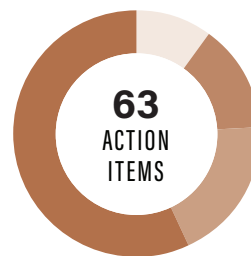
Designed or
Funded

0%



CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN

- Completed - 62.8%
- Incomplete - 20.7%
- No Longer Pursuing - 12.4%
- In Progress - 4.1%
- Designed or Funded - 0%



SOUTH KNOLL AREA PLAN

- Completed - 63.5%
- Incomplete - 19%
- No Longer Pursuing - 9.5%
- In Progress - 8%
- Designed or Funded - 0%



EASTGATE NEIGHBORHOOD PLAN

- Completed - 67.4%
- Incomplete - 12%
- No Longer Pursuing - 13%
- In Progress - 7.6%
- Designed or Funded - 0%



WELLBORN COMMUNITY PLAN

- Completed - 60%
- Incomplete - 20%
- No Longer Pursuing - 16.7%
- In Progress - 3.3%
- Designed or Funded - 0%



SOUTHSIDE AREA NEIGHBORHOOD PLAN

- Completed - 53.5%
- Incomplete - 29%
- No Longer Pursuing - 7%
- In Progress - 10.5%
- Designed or Funded - 0%



Challenges & Recommendations

This audit enabled staff to identify challenges in small area plan implementation and ways in which future planning efforts should be strengthened to better implement resident desires and the community's vision as represented in the Comprehensive Plan.

The first challenge staff identified was the inconsistency in tracking progress across each of the plans and over many years. Plan implementation was not continuously monitored or organized in a uniform manner until the audit began. This made for a lengthier audit process to find, identify, and consolidate various records from the past decade. The inconsistency in tracking is due to many factors including gaps in staffing, inconsistent engagement of and coordination between departments, different tracking systems between departments, and not all implementations being digitized. In some cases, the institutional knowledge of plan action statuses was lost when the staff member responsible for that action departed the City. Staff recommend a more formalized and standard action tracking process that utilizes best practices and newer software tools as crucial to implementing future planning efforts. Plan action software will allow staff across multiple departments to regularly access plan action items, be sent reminders that they are responsible for implementing and reporting on actions, and for the updates to be tracked under one consolidated platform. Planning & Development Services staff submitted a Service Level Adjustment for funding consideration in FY2023 to migrate all plan tracking to an integrated plan action software. This will include tracking progress on the 2021 Comprehensive Plan actions and new small area plans and could be expanded to include other City master plans, Key Performance Indicators, and strategic initiatives.

Second, through the audit process staff found that the small area plans lacked clarity in identifying and communicating which plan actions were meant to be neighborhood-initiated and which were City-initiated actions. This also complicates the tracking of plan implementation as there are some items that are difficult to determine if they have been completed since they were intended to be community-initiated and/or community-led. Due to the nature of small area planning and community engagement, it is common for action items to be supported by engaged residents and included in the plan and then the action loses traction shortly after the planning effort. Community engagement and interests vary, especially over the course of years, so an action that was heavily supported one year may not be feasible or supported the next. Staff recommend that all future small area plans explicitly state which actions the City has the jurisdiction to implement, and which must be neighborhood-initiated and led by neighborhood organizations. These distinctions should be discussed during the community engagement portion of the planning process and clearly documented in the plans, such as with identifier icons indicating responsibility. Staff may consider tracking these separately in the future to more accurately represent plan implementation that is within the City's ability and jurisdiction.



Third, staff noted that the types of actions varied widely within and between the small area plans. Actions that were clear, concise, and measurable were significantly easier to track and report over time. A large portion of the completed actions were infrastructure or maintenance-oriented and were precisely spelled out where the community wanted physical changes to their area. Actions that were more nebulous to track were broad actions such as “preserve single-family character” or “strengthen neighborhood relationships.” These broader ideas should be classified as goals within a planning effort instead of actions. The 2021 Comprehensive Plan incorporates these same ideals within the goal statements of *Chapter 2: Distinctive Places* and *Chapter 3: Strong Neighborhoods*, respectively. Staff recommend that future small area planning efforts focus on specific and quantifiable actions that lead to measurable outcomes that also support broader goals.

The final challenge identified by staff is the planning horizons written within the plans. These timelines are helpful in knowing the relevancy of each plan, but do not specify what happens when the plan reaches the end of the given timeline. The absence of a sunset clause and clear plan expiration language creates an unclear situation for all involved – neighborhood residents who were involved in the plan creation and wonder “what’s next,” for City staff attempting to communicate the relevance of older plans, and for elected officials to know which plans and actions are pertinent to policy making decisions. Staff recommend setting clear planning horizons with sunset provisions that expire the plan after a certain date. The need to update a small area plan or create new small area plans should be considered holistically within the broader Comprehensive Plan evaluation and update process to ensure participation across and equity amongst the entire City in determining and prioritizing future planning efforts.

PEER CITY RESEARCH FINDINGS

In addition to evaluating the City's plans, staff researched the small area planning and plan implementation efforts of peer cities. Staff found that cities of similar size to College Station typically do not have small area neighborhood planning efforts. Of those that identified specific small areas, neighborhoods, or districts, they are included within

their respective comprehensive plan and do not function as separate plan documents. This finding led staff to reach out to major cities such as Austin, Dallas, and Houston for additional insight. Discussions with those planners ultimately reaffirmed the challenges that College Station staff found during the audit process. Planners from these larger cities expressed difficulty with tracking the implementation of plans, maintaining consistent levels of community engagement as the years pass after adoption, and having set timeframes and clear expectations of plan expiration or sunset provisions.

Tracking implementation through all the small area plans, especially for large cities with dozens of plans, requires ample staff attention and time. This often requires at least one dedicated staff member to steer the process and document implementation, which was not always readily available to the cities that College Station staff interviewed. Those cities mentioned that in addition to staff capacity issues, plan tracking was often not viewed as a top priority compared to other projects that have time-sensitive deadlines.

Community engagement is a crucial aspect of small area planning but is notably difficult to maintain over the course of many years. This difficulty was evident for the large cities and is influenced by factors such as changes in the area's demographics, general interest, and the resident's available time to be actively involved in the planning process. Without active engagement by the community, it is easy for the planning efforts and implementation of new projects to be unfulfilled if the area does not seem interested in changes.

The larger cities also experienced hurdles created by existing, older plans during their newer planning efforts. This was because older plans that were no longer reflective of the community's existing conditions had not officially been concluded, expired, or retired. This created difficulties in identifying a clear plan hierarchy since there were conflicting action items and strategies noted in the small area plans and the comprehensive plan for the respective city. Without the clear distinction of authority and consistency of information between the plans it is difficult to know which plan supersedes the other. While plan hierarchy is not an issue for the City of College Station – the Comprehensive Plan is the highest in the plan hierarchy – there is still the importance of defining how to effectively conclude small area plans that are beyond their planning horizons.



Planners from the larger cities also mentioned equity issues that sometimes arise from outdated plans. This can occur when community leaders with existing, but outdated plans point to those plans as justification for political support or project funding within their area, without consideration of changed conditions or whether those funds are better prioritized or more equitably distributed in other areas of that may not have had the benefit of small area planning efforts. This was especially true in Austin, where 20-year-old small area plans had been used to justify projects without holistic consideration of city needs. A 2016 equity audit of City of Austin practices specifically noted this issue with outdated neighborhood plans.

In summary, the audit process and conversations with peers helped staff solidify four key recommendations for future small area planning efforts:

- 1) Develop a clear implementation tracking strategy early in the plan creation process that ideally includes plan action tracking software to support collaboration across City departments
- 2) Distinguish between actions that are the responsibility of the City to implement and those that will be neighborhood-led

- 3) Develop specific and quantifiable actions that lead to measurable outcomes
- 4) Set clear planning horizons with sunset provisions that expire plans after a certain date



Next Steps

Future planning efforts were identified during the Comprehensive Plan evaluation and update process. These are specified in *Chapter 2: Distinctive Places* and shown on *Map 2.1 Planning Areas*. Of these, the top priorities and next small area planning efforts being led by staff include the University Drive & Texas Avenue Redevelopment Area Plan and an update to the Wellborn Community Plan, which are both projected to begin during fall/winter 2022 and continue through 2023.

The University Drive & Texas Avenue Redevelopment Area is consistently ranked as a high priority for future planning efforts by residents and City leadership due to the number of underperforming land uses that are in close proximity to two of the busiest corridors in the City. The proximity of existing neighborhoods and the Texas A&M University campus requires careful site planning and building design. These efforts should be complimentary to the nearby hospitality corridor planning efforts, the Eastgate area, and the Texas A&M University Campus Master Plan while focusing on bringing vertical mixed-use and other aspects of urban character to this portion of the City.

The Wellborn area is facing continued development pressures for growth that may now be appropriate, in contrast with the existing plan direction. A renewed planning effort is needed to allow current residents to actively participate in the process and provide updated direction.

Two additional areas for small area planning efforts in coming years include the Harvey Road Redevelopment Area and the George Bush Drive & Wellborn Road (FM 2154) Redevelopment Area, as specified in the Comprehensive Plan.

The Harvey Road area includes newer commercial areas and a number of underperforming commercial and older multi-family properties and apartment complexes. This area also includes the Post Oak Mall, which will likely need to reposition itself in the near future to remain competitive. This presents an exciting opportunity to evolve into a denser area of the City, including vertical and horizontal mixed-use developments, which could compliment the adjacent Wolf Pen Creek District.



The George Bush Drive & Wellborn Road area, also referred to as “Area V” in the current Southside Area Neighborhood Plan, will change in character once the proposed TxDOT interchange project occurs. Redevelopment planning efforts should focus on bringing vertical and horizontal mixed-use and other aspects of urban character to this portion of the City, while providing contextually appropriate transitions to established areas of the Southside neighborhood. Residents strongly opposed changes to interior portions of the Southside neighborhood across from Texas A&M University, thus future planning efforts within the Southside neighborhood should center on the area surrounding the George Bush Drive and Wellborn Road (FM 2154) intersection.

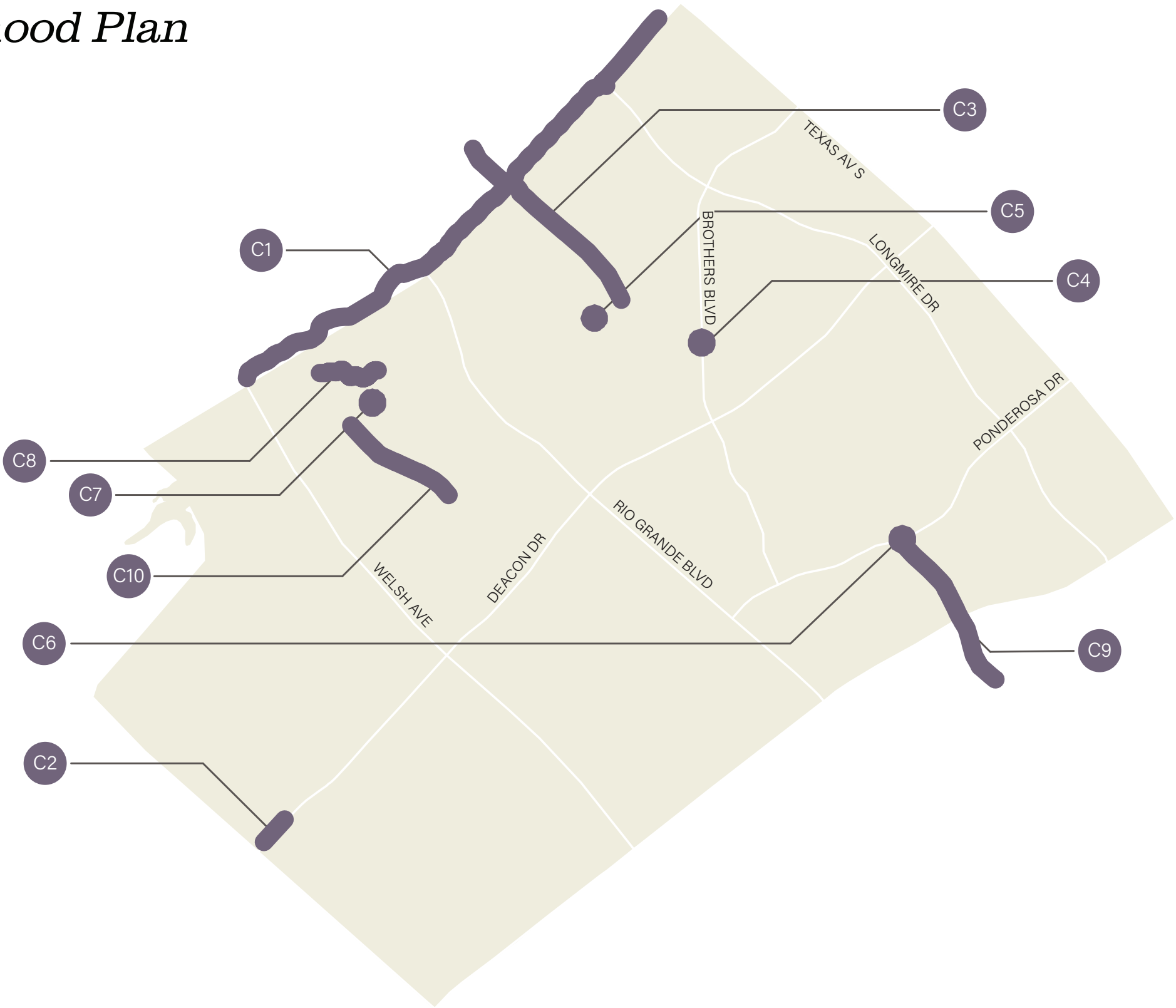
Staff does not recommend updating the Central College Station Neighborhood Plan, the Eastgate Neighborhood Plan, the Southside Area Neighborhood Plan, or the South Knoll Area Plan at this time. These neighborhoods are not experiencing the same developmental pressures as the areas addressed above. While staff recognizes that some changes do occur within these neighborhoods, there are other available methods of addressing said change that does not warrant a renewed planning effort at the present time. If a need is identified in the future, staff will address and evaluate if an updated plan is needed for any of these neighborhoods.

In addition to these projects, with the concluding of these plans and with the acceptance of the audit’s findings, staff will bring forward amendments to the Unified Development Ordinance (UDO) and any other impacted ordinances in reference to these plans being active.

COMPLETED CAPITAL PROJECTS

Central College Station Neighborhood Plan

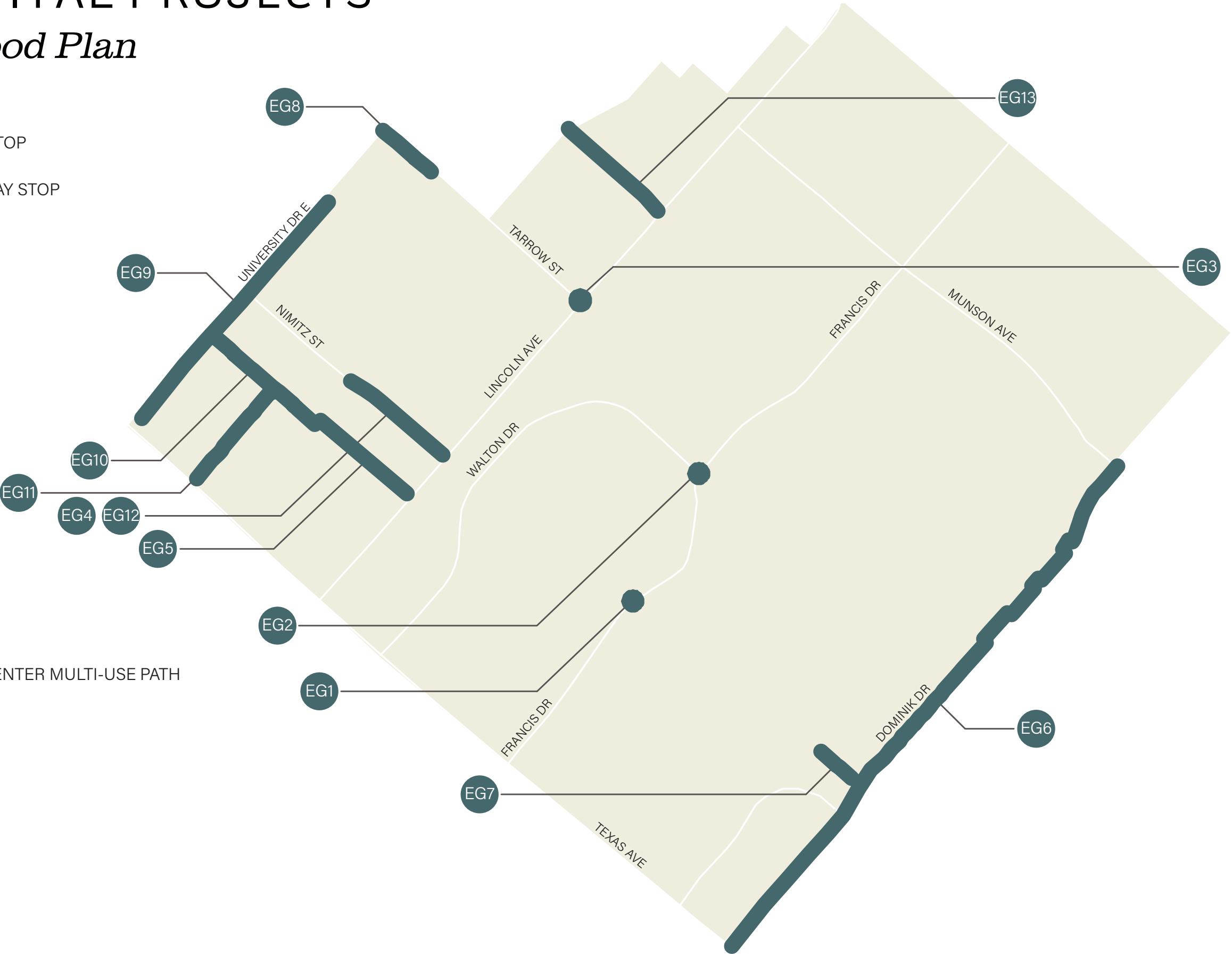
- C1 HARVEY MITCHELL PARKWAY MULTI-USE PATH
- C2 DEACON DRIVE & WELLBORN ROAD SIDEWALK
- C3 SOUTHWOOD DRIVE BIKE ROUTE SIGNAGE
- C4 BROTHERS BOULEVARD BIKE ROUTE SIGNAGE
- C5 TODD TRAIL BIKE ROUTE SIGNAGE
- C6 PONDEROSA DRIVE BIKE ROUTE SIGNAGE
- C7 BALCONES DRIVE BIKE ROUTE SIGNAGE
- C8 BALCONES DRIVE & LARRY J. RINGER LIBRARY MULTI-USE PATH
- C9 NORMAND DRIVE SIDEWALK
- C10 PEDERNALES DRIVE SIDEWALK



COMPLETED CAPITAL PROJECTS

Eastgate Neighborhood Plan

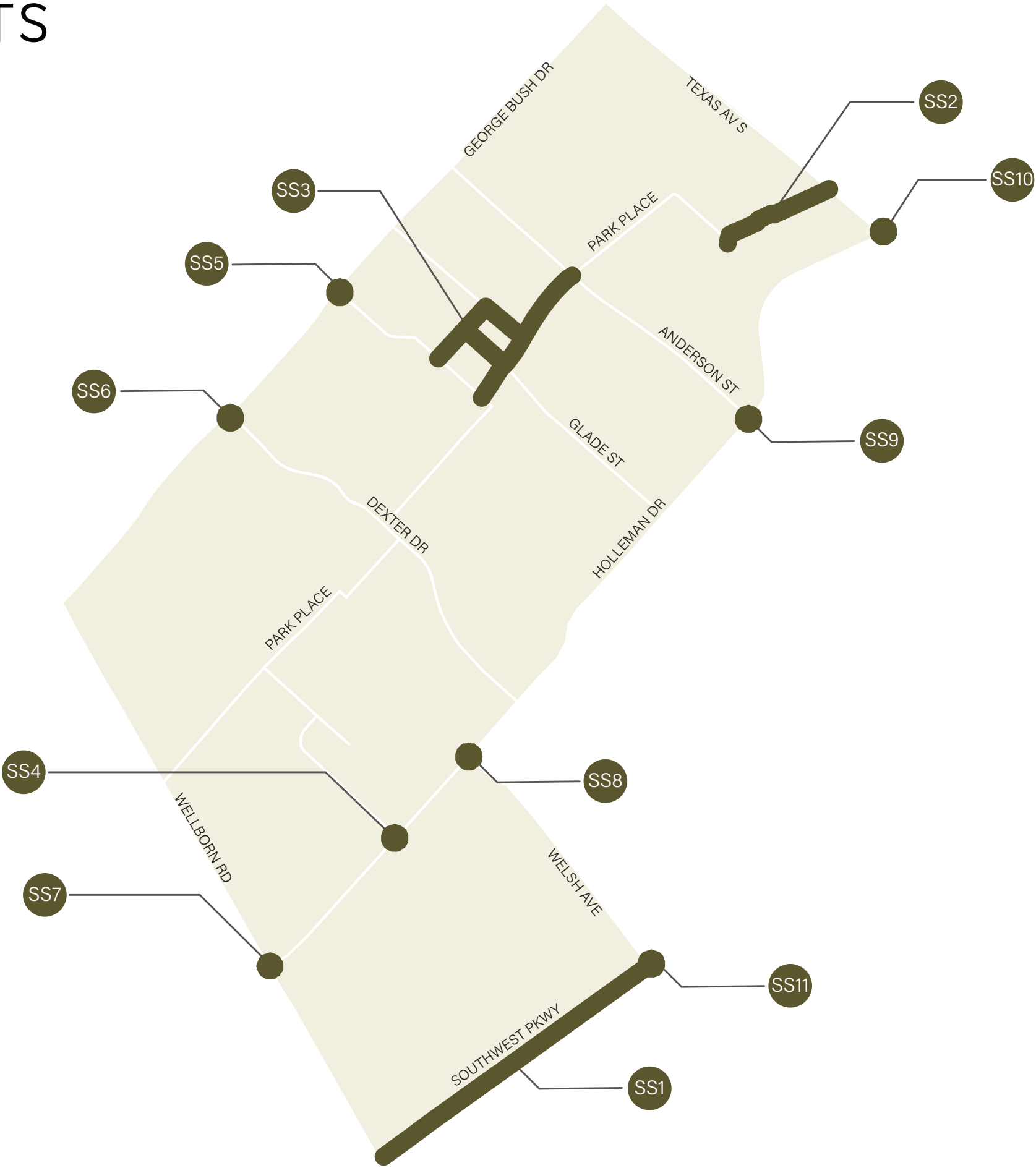
- EG1 EASTGATE NEIGHBORHOOD SIGNAGE
- EG2 WALTON DRIVE & FRANCIS DRIVE 4-WAY STOP
- EG3 LINCOLN AVENUE & TARROW STREET 3-WAY STOP
- EG4 NIMITZ STREET REHABILITATION
- EG5 EISENHOWER STREET EXTENSION
- EG6 DOMINIK DRIVE SIDEWALK
- EG7 PURYEAR DRIVE SIDEWALK
- EG8 TARROW STREET SIDEWALKS
- EG9 UNIVERSITY DRIVE EAST SIDEWALK
- EG10 EISENHOWER STREET SIDEWALK
- EG11 LIVE OAK STREET SIDEWALK
- EG12 NIMITZ STREET SIDEWALK
- EG13 LINCOLN AVENUE & UNIVERSITY TOWN CENTER MULTI-USE PATH



COMPLETED CAPITAL PROJECTS

Southside Area Neighborhood Plan

- SS1 SOUTHWEST PARKWAY SIDEWALK
- SS2 PARK PLACE PEDESTRIAN IMPROVEMENTS
- SS3 SOUTHSIDE NEIGHBORHOOD SAFETY IMPROVEMENT PROJECTS
- SS4 ELEANOR STREET & PHOENIX STREET PEDESTRIAN IMPROVEMENTS
- SS5 GEORGE BUSH DRIVE & TIMBER STREET PEDESTRIAN IMPROVEMENTS
- SS6 GEORGE BUSH DRIVE & DEXTER STREET PEDESTRIAN IMPROVEMENTS
- SS7 HOLLEMAN DRIVE & WELLBORN ROAD PEDESTRIAN IMPROVEMENTS
- SS8 HOLLEMAN DRIVE & WELSH AVENUE INTERSECTION IMPROVEMENTS
- SS9 HOLLEMAN DRIVE & ANDERSON STREET INTERSECTION IMPROVEMENTS
- SS10 HOLLEMAN DRIVE & TEXAS AVENUE PEDESTRIAN IMPROVEMENTS
- SS11 SOUTHWEST PARKWAY & WELSH AVENUE PEDESTRIAN IMPROVEMENTS



COMPLETED CAPITAL PROJECTS

South Knoll Area Plan

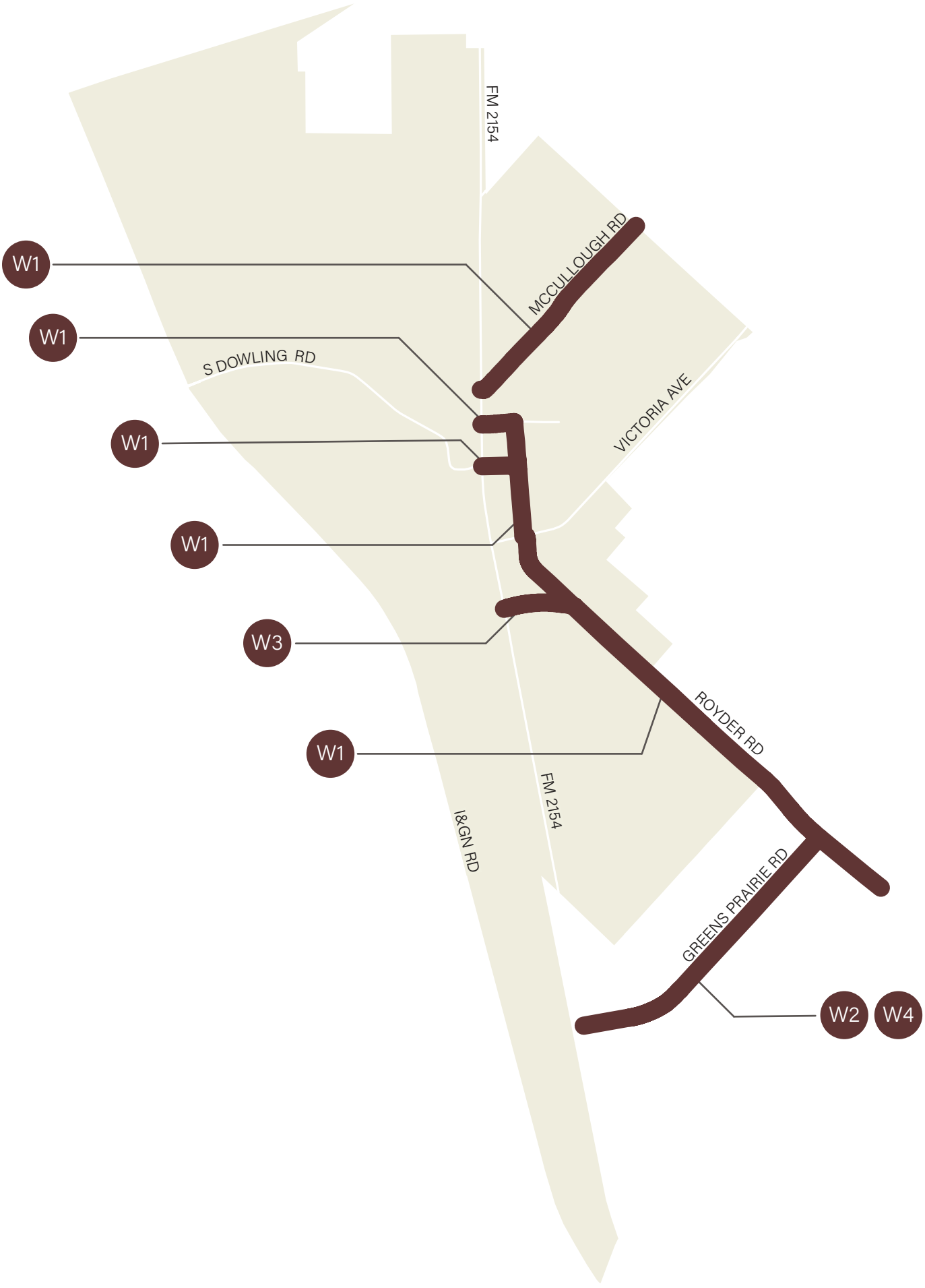
- SK1 BEE CREEK IMPROVEMENTS
- SK2 ANDERSON ARBORETUM IMPROVEMENTS
- SK3 LEMON TREE PARK IMPROVEMENTS
- SK4 GABBARD PARK IMPROVEMENTS
- SK5 HARVEY MITCHELL PARKWAY TRAIL LANDSCAPING



COMPLETED CAPITAL PROJECTS

Wellborn Community Plan

- W1 VARIOUS ROADWAY MAINTENANCE PROJECTS
- W2 GREENS PRAIRIE ROAD IMPROVEMENTS
- W3 ROYDER ROAD REHABILITATION
- W4 GREENS PRAIRIE ROAD REHABILITATION



CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN (2010-2017)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Image Corridor	CC1.1		Develop Image Corridor and Gateway Image Plan/Update Streetscape Plan to consider the following: (1) Landscape Plan that focuses on native plantings; (2) implement schedule that focuses on aligning capital outlays to time with appropriate planting seasons.	Focused Planning Effort	Planning & Development Services	This was not completed in a holistic way. Some additional landscaping was installed along the multi-use path on the north side of Harvey Mitchell Parkway near its intersection with Texas Avenue.				✓	
	CC1.2		Develop and adopt an Image Corridor Suburban Commercial Overlay for vacant commercial properties that are not zoned in compliance with the Comprehensive Plan.	Policy-based decision	Planning & Development Services	The Suburban Commercial zoning district was adopted in October 2012, in lieu of an overlay. The intersection of Deacon Drive and Wellborn Road has since been developed with commercial uses that are zoned General Commercial (GC).	✓				
	CC1.3	C1	Work with TxDOT to incorporate landscaping into Harvey Mitchell Parkway South median project (similar to the landscaping projects along Texas Avenue South).	Capital Improvement	Planning & Development Services	Landscaping was installed in 2019 along the Harvey Mitchell Parkway multi-use path on the northwest side of Harvey Mitchell Parkway near its intersection with Texas Avenue.	✓				
	CC1.4		Designate Deacon Drive and Rio Grande Boulevard as neighborhood image corridors and make them the focus of mobility enhancements.	Policy-based decision	Planning & Development Services	This action has not been completed.					✓
Comprehensive Plan	CC2.1		Amend the Comprehensive Plan’s Community Character and Future Land Use Map for the non-floodplain impacted areas to reflect a future Urban character (Map 1.3).	Policy-based decision	Planning & Development Services	The land use in this area was changed to Urban. With the 10-Year Comprehensive Plan Update, which overhauled the Urban category, these properties were changed to Mixed Residential to allow a mix of housing types.	✓				
	CC2.1		Amend the Comprehensive Plan’s Community Character and Future Land Use Map to reflect an Urban character which could include commercial, multi-family, or a mix of two uses (Map 1.4).	Policy-based decision	Planning & Development Services	The land use in this area was changed to Urban. With the 10-Year Comprehensive Plan Update, which overhauled the Urban category, these properties were changed back to General Commercial to allow intense commercial uses along the SH 6 Frontage Road.				✓	
	CC2.3		Amend the Comprehensive Plan’s Community Character and Future Land Use Map to reflect a future Urban character (Map 1.5).	Policy-based decision	Planning & Development Services	The land use in this area was changed to Urban. With the 10-Year Comprehensive Plan Update, which overhauled the Urban category, this property was changed to Urban Residential to reflect the existing multi-family development on the property.	✓				
	CC2.4		Amend the Comprehensive Plan’s Community Character and Future Land Use Map to reflect a range of commercial uses transitioning from more intense General Commercial uses along the frontage road backing up to Business Park uses along the east side of Longmire Drive, then to Suburban Commercial uses along the west side of Longmire Drive. Use of a PDD zoning district or a Suburban Commercial overlay (Map 1.6).	Policy-based decision	Planning & Development Services	The land use in this area was changed to Suburban Commercial and Business Park. With the 10-Year Comprehensive Plan Update, the land uses were revised to Medical for the previously Suburban Commercial area and the Business Park area was enlarged with a name-change to Business Center.	✓				
	CC2.5		Amend the Comprehensive Plan’s Community Character and Future Land Use Map to designate this area as Neighborhood Conservation.	Policy-based decision	Planning & Development Services	The land use in this area was changed to Neighborhood Conservation.	✓				

CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN (2010-2017)											
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Comprehensive Plan	CC2.6		Amend the Comprehensive Plan’s Community Character and Future Land Use Map to support Urban character development opportunities on this property upon the extension of Balcones Drive.	Policy-based decision	Planning & Development Services	The land use changes were completed. With the 10-Year Comprehensive Plan Update General Commercial and Urban Residential uses were selected to reflect the Jones Crossing development. The Natural & Open Areas boundaries were adjusted and expanded based on updated flood data.	✓				
	CC2.7		Amend the Comprehensive Plan’s Community Character and Future Land Use Map to designate this area as General Suburban.	Policy-based decision	Planning & Development Services	The land use in this area was changed to General Suburban. With the 10-Year Comprehensive Plan Update these properties were changed to Mixed Residential to allow a mix of housing types.				✓	
Zoning	CC3.1		Initiate a rezoning on properties adjacent to single-family areas to R-2, Duplex from the existing zoning of R-6, High Density Multi-Family (Map 1.11).	Policy-based decision	Planning & Development Services	This City-initiated zoning change was not completed.				✓	
	CC3.2		Initiate a rezoning to R-6, High Density Multi-Family for the C-1, General Commercial portions of Airline Drive (Map 1.12).	Policy-based decision	Planning & Development Services	This zoning change was completed in 2011.	✓				
	CC3.3		Initiate a rezoning from R-4, Apartment/Low Density, to R-1, Single-Family zoning (Map 1.13).	Policy-based decision	Planning & Development Services	This City-initiated zoning change was not completed.				✓	
	CC3.4		Initiate a rezoning from R-4, Apartment/Low Density, to R-1, Single-Family zoning (Map 1.14).	Policy-based decision	Planning & Development Services	This City-initiated zoning change was not completed.				✓	
	CC3.5		Initiate a rezoning to add a corridor overlay to promote Suburban Commercial style development (Map 1.15).	Policy-based decision	Planning & Development Services	This City-initiated zoning change was not completed.				✓	
	CC3.6		Initiate a rezoning from R-4, Apartment/Low Density, to R-1, Single-Family zoning (Map 1.16).	Policy-based decision	Planning & Development Services	This City-initiated zoning change was not completed.				✓	
	CC3.7		Initiate a rezoning to add a corridor overlay to promote Suburban Commercial style development (Map 1.17).	Policy-based decision	Planning & Development Services	This City-initiated zoning change was not completed.				✓	
	CC3.8		Initiate a rezoning to Suburban Commercial (Map 1.18).	Policy-based decision	Planning & Development Services	This City-initiated zoning change was not completed.				✓	
	CC3.9		Approach property owners to initiate a rezoning from R-6, High-Density Multi-Family, to Suburban Commercial (Map 1.19).	Policy-based decision	Planning & Development Services	This City-initiated zoning change was not completed.				✓	
	CC3.12		Adopt character-specific zoning districts to follow the Community Character and Future Land Use plan.	Regulation	Planning & Development Services	In 2012, the City created and adopted new zoning districts including NAP Natural Areas Protected, SC Suburban Commercial, BP Business Park, and BPI Business Park Industrial. In 2013, the City adopted R Rural, E Estate, GS General Suburban, RS Restricted Suburban, D Duplex, T Townhouse, and MHP Mobile Home Park.	✓				
CC3.8, 10		Adopt Suburban Commercial zoning district to limit building height and style of development to be compatible with the suburban character of the area.	Regulation	Planning & Development Services	The Suburban Commercial zoning district was adopted in October 2012.	✓					
Site Development	CC4.1		Investigate the feasibility of a site and commercial building façade improvement program that includes the identification of funding sources and alternative financing opportunities.	Project / Program	Planning & Development Services / Economic Development	This action was not completed and is not currently being pursued.				✓	
	CC4.2		Repair parking and circulation facilities in front of existing businesses.	Project / Program	Planning & Development Services / Public Works	There has been some activity in recent years to update the properties and repair some of the pavement. The pavement is on private property so would not become a public project.				✓	

CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN (2010-2017)											
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Floodplain	CC5.1-2		Pursue purchase of the property 3020 Texas Ave South & Natural Areas through the Greenways acquisition program.	Policy-based decision	Planning & Development Services	The property owner was contacted, but the City was unable to purchase this property (2011). The funds for this project are no longer available.				✓	
	CC5.3		Develop comprehensive floodplain management program that will reduce flood risk to developed flood prone areas - Residential, Multi-Family, Commercial.	Project / Program	Planning & Development Services / Public Works / CIP	The City's flood ordinance has been revised to add additional restrictions for development in FEMA special flood hazard areas. The B/CS Unified Design Guidelines enhances floodplain management through required detention to mitigate increased flows from development.	✓				
Effective Organizations	NI1.2		Create neighborhood partnership requirements to develop responsibilities for participating organizations, so the City services can be aligned based on the organizations' schedules and priorities.	Project / Program	Neighborhood Services	Neighborhood Partnership Program had been in effect, but services were adjusted in 2012 to include more neighborhood associations and loosely based groups.	✓				
	NI1.4		Utilize the Neighborhood Partnership Program to create an organizational mentoring program for additional support to new or struggling organizations.	Project / Program	Neighborhood Services	The Neighborhood Organization Tool Kit is available for neighborhoods to use as a manual in times they need guidance or assistance in procedures.	✓				
	NI1.5		Create a civic engagement component to the Neighborhood Partnership Program to increase neighborhood participation in local governance.	Project / Program	Neighborhood Services	Civic engagement was encouraged to the Neighborhood Partnership Program through programs such as Citizen's University, Police Academy, Fire Academy, etc.	✓				
	NI1.6		New resident contact program to promote neighborhood services and online resources.	Project / Program	Neighborhood Services	Neighborhood Services established Welcome Bags to give to new residents (2009) and continues the program through present day.	✓				
	NI1.8		Create an ongoing evaluation process of neighborhood characteristics to readjust service provisions and evaluate effectiveness.	Project / Program	Neighborhood Services	A Neighborhood Indicator Program with guidelines have been developed in each of the defined neighborhoods. The guidelines were submitted to staff for comments and staff has visited with internal stakeholders. This program was ultimately not implemented.				✓	
	NI1.3		Create an online clearinghouse for neighborhood organization and tracking information.	Project / Program	Neighborhood Services	The City's website was updated with neighborhood contact links and webpages and links to SeeClickFix for neighborhood code enforcement activity.	✓				
	NI1.7		Work with existing organizations to create a Know Your Neighbor campaign to increase active participation.	Project / Program	Neighborhood Services / Police	The Neighborhood Organization Tool Kit is available for neighborhoods to use as a manual in times they need guidance or assistance in procedures.	✓				
	NI1.9		Develop leadership training programs for newly elected homeowner association officers and committee members (Area A).	Project / Program	Neighborhood Services	New Neighborhood Associations and Homeowner Associations leadership training was held in 2010-2011. This was stopped (2013-2014) as the number of associations outweighed the amount of staff available to run the training. The trainings have resumed in recent years with the Greater Houston Community Association Institute hosting training opportunities.	✓				
	NI1.10		Provide technical assistance to HOAs for succession planning with a focus on assisting with the creation of standard operating procedures for newly elected officers (Area A).	Project / Program	Neighborhood Services	Neighborhood Organization Tool Kit is available for neighborhoods to use as a manual in times they need guidance or assistance in procedures.	✓				
	NI1.11		Work with organization leadership to identify and provide assistance in recruiting new leaders to fill vacant positions on existing committees (Area B).	Project / Program	Neighborhood Services	Neighborhood Organization Tool Kit is available for neighborhoods to use as a manual in times they need guidance or assistance in procedures.	✓				

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Effective Organizations	NI1.12		Provide in-depth training similar to the new organization program for reorganized executive committee (Area B).	Project / Program	Neighborhood Services	Board training was established in 2013-2016.	✓				
	NI1.14		Create deed restriction enforcement training (Area B).	Project / Program	Neighborhood Services	Attorneys Cully Lipsey and Heath Poole gave a presentation on the creation and enforcement of deed restrictions at the April 22 seminar supper (FY 2013). It was attended by 43 association members from around the community, with 4 HOAs from the Central CS area represented. Since it was so well received it will be repeated at least every other year. New Neighborhood Associations and Homeowner Associations leadership training was held in 2010-2011. This was stopped (2013-2014) as the number of associations outweighed the amount of staff available to run the training. The trainings have resumed in recent years with the Greater Houston Community Association Institute hosting training opportunities.	✓				
	NI1.15		Create homeowner associations in areas that are interested and work with residents through the Neighborhood Partnership program to do this (Area C).	Project / Program	Neighborhood Services	Homeowner Associations were encouraged to form and the City is supportive of HOAs forming, but there were a high number of rentals in the neighborhood which made it unattainable for most neighborhoods to do so.				✓	
	NI1.17		Create a specific support program for new organizations that focuses on providing specific technical assistance to organizations to ensure their viability over time.	Project / Program	Neighborhood Services	New organizations are supported through various programs offered by the City. There is new Neighborhood Associations and Homeowner Association trainings, the Neighborhood Organization Tool Kit is also available for neighborhoods to use as a manual in times they need guidance or assistance in procedures.	✓				
	NI1.18		Develop training for communication plan development to make sure organizations are providing pertinent information to residents (Areas A, B, C, D).	Project / Program	Neighborhood Services	The City's Neighborhood Partnership Program identified the necessity of providing information to association members (2013). The program states what information will be given from the City to neighborhood organizations and when that info should be distributed to the general membership. Organizational leaders are now required to provide contact information for all board members to prevent the funneling of information to residents. The City also publishes the weekly Neighborhood eNewsletter to widely distribute neighborhood information and resources, as well as overhauled the Neighborhood Services website to serve as a resource for all organizations and residents.	✓				
	NI1.19		Work with residents to develop a new neighborhood organization or incorporate these areas into existing nearby neighborhood associations.	Project / Program	Neighborhood Services	The Neighborhood Organization Tool Kit is available for neighborhoods to use as a manual in times they need guidance or assistance in procedures. A blog was published with community associations institute video essentials of HOA operations linked to it (2012). Neighborhood Services has coordinated training for residents that is presented by CAI. The 4 hour workshop "Essentials of HOA Operation" will cover finances and reserves, insurance for the HOA and board members, and ethics.	✓				

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Effective Organizations	N11.13 & 16		Allow for the use of neighborhood grant funding for legal consultations (Area C) as well as for neighborhood organizing in these areas (Area B).	Policy-based decision	Neighborhood Services	Attorneys Cully Lipsey and Heath Poole gave a presentation on the creation and enforcement of deed restrictions at the April 22 seminar supper (FY 2013). It was attended by 43 association members from around the community, with 4 HOAs from the Central CS area represented. Since it was so well received it will be repeated at least every other year. New Neighborhood Associations and Homeowner Associations leadership training was held in 2010-2011. This was stopped (2013-2014) as the number of associations outweighed the amount of staff available to run the training. The trainings have resumed in recent years with the Greater Houston Community Association Institute hosting training opportunities.	✓				
Code Enforcement	N12.2		Incorporate code enforcement training for organizations to help them better understand local and state legal requirements for pursuing enforcement action on a property.	Project / Program	Neighborhood Services	Outreach to student groups and HOA's are completed upon request.	✓				
	N12.1		Create an indicator program that tracks code enforcement and property maintenance case activity to identify frequent violations, specific properties, and time periods.	Project / Program	Code Enforcement	Community Development created a Property Maintenance checklist in 2014. Staff performed a baseline survey of all identified properties and offered assistance and information to properties that were not in compliance. All properties are re-surveyed on a regular basis to identify property deterioration and to proactively intercede. "Walk and talk" events are scheduled each semester. During this event, representative from Code Enforcement, Neighborhood Services, Police, TAMU and others as deemed necessary canvas the neighborhood, meeting with residents and providing information. Areas are chosen based upon their recent levels of non-compliance with codes and or illegal activity.	✓				
	N12.3		Create a neighborhood oversight process to alert significant cod enforcement and property maintenance activity (Areas A,B,C,D,E, and F).	Project / Program	Code Enforcement	Various departments share information regarding significant code enforcement activity. Code Enforcement, Police, building staff, sanitation, and others communicate on a regular basis to address identified issues.	✓				
	N12.4		Establish an annual face to face proactive enforcement contact program by Code Enforcement officers with rental property occupants.	Project / Program	Code Enforcement	This is being implemented by Code Enforcement Officers who make contact with residents, owners, and/or property managers regarding violations.	✓				
	N12.5		Develop a more focused property maintenance code enforcement program to include specific training on codes.	Project / Program	Code Enforcement	This is being implemented through proactive code enforcement.	✓				
	N12.6		Create a proactive health and sanitation violation program to alert residents to possible future violations before enforcement to allow an opportunity to address the issues before action is necessary.	Project / Program	Code Enforcement	The Health and Sanitation pre-violation program occurred in FY 2013.	✓				
	N12.8		Utilize rental registration program information to provide annual reminders about code requirements (Area G).	Project / Program	Code Enforcement	Registered rental code enforcement notification program began in FY 2013. Code Mobile Mapping Application allows staff to notify property owners, managers, and utility customers when a code violation occurs. Reactive code reinforcement is also used to assist with rental code enforcement.	✓				

CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN (2010-2017)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Code Enforcement	NI2.10		Work with Aggie Up organizations to reinvigorate student mediation program to allow students to learn about property maintenance.	Project / Program	Neighborhood Services	Community Living course is expected to resume in Fall 2022.		✓			
	NI2.11		Increase monitoring of properties adjacent to areas A, B, C, and D, to ensure property maintenance isn't negatively impacting owner-occupied areas.	Regulation	Code Enforcement	Code Mobile Mapping Applications allows for monitoring of all code violations or issues at rental properties. Code Enforcement conducts proactive monitoring of all areas.	✓				
Neighborhood Image	NI3.11		Develop a neighborhood cleanup program with Sanitation, Recycling, and neighborhood organizations to include a once-a-year event to bring the neighborhood together and encourage active neighborhood participation in maintaining and improving neighborhood image.	Project / Program	Public Works	The Adopt-A-Street Program has (80) organizations enrolled to collect litter along 76.3 miles worth of street segments. The City also works with the TAMU Big Event, Keep Brazos Beautiful for on-demand clean-ups and the annual Texas Trash Off event, and Community Services for on-demand clean-up events as requested.	✓				
	NI3.2		Identify additional funding and matching fund opportunities for beautification projects.	Policy-based decision	Planning & Development Services	Funding for beautification projects were identified through community partners such as Keep Brazos Beautiful with assistance from the City, as well as the amendments to the Neighborhood Grant Program which allows for funding for beautification projects within neighborhoods.	✓				
	NI3.9		Identify additional grants and other funding opportunities to improve the safety and aesthetics of drainage channels.	Policy-based decision	Planning & Development Services	The City is participating in the Lower Brazos Regional Flood Plan which provides grant funding opportunity for prioritized projects through the State's Flood Infrastructure Fund, which is managed by the Texas Water Development Board.	✓				
	NI3.3		Streamline Permit for Private Improvements in Public Right-of-Way process for neighborhood projects.	Project / Program	Neighborhood Services / Planning & Development Services	The City developed a Gateway Grant program to provide opportunities for neighborhoods to enhance neighborhood identification and streamline the permitting process for private improvements in public rights-of-way.	✓				
	NI3.5		Identify and work with key community partners (Big Event, Aggie Replant, Keep Brazos Beautiful, etc.) to assist with neighborhood beautification projects.	Project / Program	Community Services / Public Works	A neighborhood clean-up program was established (2010). This program, while identified in the Central College Station Neighborhood Plan, is now offered on-demand to neighborhoods throughout the City through Community Services and the Sanitation division. Additionally, local service organizations such as the TAMU Big Event and Keep Brazos Beautiful provide support for on-demand and one-day annual clean-ups.	✓				
			Develop an increased monitoring program for public facilities (drainage ways, sidewalks, and roads) that prioritizes improvements to owner-occupied areas (Areas A, B, C, D, and E).	Project / Program	Planning & Development Services / Public Works	As part of the City's Stormwater Management Program, all drainage outfalls are inspected within the five year program window.	✓				
			Work with organizations to develop neighborhood improvement projects to repair neighborhood elements (fences, drainage ways, signs, etc.).	Project / Program	Neighborhood Services	The Neighborhood Grant program was amended to allow neighborhood associations to apply for the grant without having insurance. This allowed for grant funding to be more readily available to a wider range of neighborhoods and improvements.	✓				

CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN (2010-2017)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Emergency and Law Enforcement Services	NI4.2		Increase education to neighborhoods and student organizations about property crimes and security during school breaks.	Project / Program	Neighborhood Services	Community Living course is expected to resume in Fall 2022.	✓				
	NI4.4		Work with established organizations to develop or reinstate neighborhood watch or other neighborhood policing programs that would assist law enforcement and emergency responders.	Regulation	Code Enforcement	Code Mobile Mapping Applications allows for monitoring of all code violations or issues at rental properties. Code Enforcement conducts proactive monitoring of all areas.	✓				
	NI4.8		Develop nuisance monitoring and enforcement programs that are in line with state and local requirements.	Project / Program	Code Enforcement	This program was not developed. Code Enforcement Officers are expected to identify and monitor problem properties.				✓	
	NI4.9		Amend Neighborhood Grant Program to include funding for neighborhood watch programs for signage or incidental costs (Areas A, B, C, D).	Project / Program	Neighborhood Services	The Neighborhood Grant Program was amended (2013) to make the funding more flexible and accessible to neighborhood groups looking to pursue projects such as neighborhood identification or beautification. Changes to the program included lessening insurance requirements, allowing in-kind donations for match funding, and allowing neighborhood beautification projects. This allowed for grant funding to be more readily available to a wider range of neighborhoods and improvements.	✓				
	NI4.5		Develop an on-going parking monitoring program in conjunction with the Neighborhood Traffic Calming Program and emergency responders to monitor on-street parking issues and take action.	Project / Program	Community Services	Code Enforcement and Northgate Staff respond to complaints regarding parking in neighborhoods in addition to proactively monitoring their areas.	✓				
	NI4.10		Increase notifications to property owners about noise violations and other significant activity on a property (Areas A,B,C,D).	Regulation	Community Services / Police	Code Enforcement notifies property owners when there are on-going violations on their property. The Police Department also notifies owners when there are repeated disturbances on properties. This is done when warranted and is therefore on-going.		✓			
Thoroughfares	M1.2		Maintain and rehabilitate identified streets and thoroughfares and prioritize based on health and safety first.	Capital Improvement	Planning & Development Services / Public Works	The completion of traffic warrant studies for five intersections within the planning area were conducted in FY 2010. Traffic counts, traffic volume and incident data were analyzed to determine if the warrant studies merited stop signs or traffic signals. After evaluating the traffic warrant studies, all five intersections did not warrant traffic signal or stop sign.	✓				
	M1.3		Identify intersections for traffic warrant studies that could use improvements.	Project / Program	Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration.					✓
	M1.4		Warrant Study: Brothers Boulevard and Deacon Drive (traffic signal).	Capital Improvement	Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration.					✓
			Warrant Study: Longmire Drive and Brothers Boulevard (4-way stop).	Capital Improvement	Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration as a potential location for a roundabout.					✓
			Warrant Study: Ponderosa Drive and Longmire Drive (4-way stop).	Capital Improvement	Public Works	Traffic Engineering has continued to monitor this location for potential traffic control and it has not been justified.	✓				
			Warrant Study: Edelweiss Avenue and Rock Prairie Road (traffic signal).	Capital Improvement	Public Works	A CIP project is under construction (2022) that will install a traffic signal as part of relocating the railroad crossing at Cain Road to Deacon Drive.		✓			
		C2	Warrant Study: Deacon Drive and Wellborn Road (traffic signal).	Capital Improvement	Public Works	This action has not been completed.					✓

CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN (2010-2017)											
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Thoroughfares	M1.6		Install Deacon Drive median	Capital Improvement	Public Works	This action has not been completed.					✓
			Install Rio Grande Boulevard median	Capital Improvement	Public Works	This action has not been completed.					✓
			Install Welsh Avenue median	Capital Improvement	Public Works	This action has not been completed.					✓
Bicycle & Pedestrian	M2.1		Navarro Drive bike lane installation	Capital Improvement	Planning & Development Services / Public Works	The Navarro Drive bike lane installation was not completed.					✓
			Edelweiss Avenue bike lane installation	Capital Improvement	Planning & Development Services / Public Works	The Edelweiss Avenue bike lane installation was not completed.	✓				
	M2.2	C3	Southwood Drive bike route signage	Capital Improvement	Planning & Development Services / Public Works	The Southwood Drive bike route signage was installed (2011).	✓				
		C4	Brothers Boulevard bike route signage	Capital Improvement	Planning & Development Services / Public Works	Brothers Boulevard bike route signage was installed (2011).	✓				
		C5	Todd Trail bike route signage	Capital Improvement	Planning & Development Services / Public Works	Todd Trail bike route signage was installed (2011).	✓				
		C6	Ponderosa Drive bike route signage	Capital Improvement	Planning & Development Services / Public Works	Ponderosa Drive bike route signage was installed (2011).	✓				
		C7	Balcones Drive bike route signage	Capital Improvement	Planning & Development Services / Public Works	Balcones Drive bike route signage was installed (2011).	✓				
	M2.3		Deacon Drive bike lane gap	Capital Improvement	Planning & Development Services / Public Works	The Deacon Drive bike lane gap was not completed.					✓
			Rio Grande bike lane gap	Capital Improvement	Planning & Development Services / Public Works	The Rio Grande bike lane gap was not completed.	✓				
	M2.6, 2.10	C8	Amend Bicycle, Pedestrian, and Greenways Master Plan to include a multi-use path connection between Balcones Drive to Larry J. Ringer Library.	Capital Improvement	Planning & Development Services / Public Works	This was added to the BPG Master Plan and the connection was constructed in 2020.	✓				
	M2.7, 2.11		San Pedro Drive sidewalk	Capital Improvement	Planning & Development Services / Public Works	A sidewalk was constructed from West Ridge Drive to Welsh Avenue (2014).	✓				
			West Ridge Drive sidewalk	Capital Improvement	Planning & Development Services / Public Works	A sidewalk was constructed from Welsh Avenue to Pintail Trail (2014).	✓				
	M2.8, 2.11		Airline Drive sidewalk	Capital Improvement	Planning & Development Services / Public Works	The Airline Drive sidewalk was not completed.					✓
		C9	Normand Drive sidewalk	Capital Improvement	Planning & Development Services / Public Works	A sidewalk was constructed from Rock Prairie Road to Ponderosa Drive (2016).	✓				
			Val Verde Drive sidewalk	Capital Improvement	Planning & Development Services / Public Works	The property owner at 901 Val Verde Drive didn't want a sidewalk to be constructed. This project is no longer being pursued.				✓	
		C10	Pedernales Drive sidewalk	Capital Improvement	Planning & Development Services / Public Works	The Pedernales Drive sidewalk was completed (2012).	✓				
	M2.11		Construct multi-use paths identified in the Bicycle, Pedestrian, and Greenways Master Plan.	Capital Improvement	Planning & Development Services / Public Works / CIP	This action is partially complete. The multi-use path from Steeplechase Park to FM 2818 has been constructed (2018). The path along FM 2818 from Waxwing Lane to Larry Ringer Library is currently funded.		✓			

CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN (2010-2017)											
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Transit	M3.1		Identify opportunities to collaborate and promote a co-ridership program between TAMU Transit and the Brazos Transit District.	Policy-based decision	Planning & Development Services	Texas A&M University and Brazos Transit District (BTD) have implemented a co-rider program. With a BTD pass, riders can be on TAMU buses. With a TAMU ID, riders can ride BTD buses.	✓				
	M3.3		Bus shelter relocation on Longmire Drive in from the east side to the west side in order to better service the TAMU Transit stop on the other side of the street.	Capital Improvement	Planning & Development Services / Public works	TAMU no longer operates a transit route on Longmire Drive.				✓	
	M3.4		Work with TAMU Transit and Brazos Transit District to identify existing stops with high-ridership to upgrade to a bus shelter.	Project / Program	Planning & Development Services	Brazos Transit District has assessed stop locations that have a higher ridership and have identified potential shelter locations. City staff is assisting with the evaluating the fixed stop and shelter locations.		✓			
	M3.5		Coordinate with TAMU Transit and Brazos Transit District to provide signage and route information at scheduled bus stops.	Project / Program	Planning & Development Services	Brazos Transit District has not implemented fixed stop locations where bus stop signage would be placed.					✓
	M3.6		Provide pedestrian crosswalks where they will be crossing major thoroughfares to reach designated bus stops.	Capital Improvement	Planning & Development Services	This action has not been completed.					✓
Recycling	S1.1		Develop a neighborhood recycling notification program.	Project / Program	Public Works	A recycling contractor provides monthly reports regarding commodity and contamination tonnages, as well as carts collected per service area. We relay this information back to Council via KPI information as well as through educational outreach programs.	✓				
	S1.2		Develop a standing neighborhood green committees that works on encouraging recycling, participation in green events, and promoting sustainable living practices.	Project / Program	Neighborhood Services	This is no longer being pursued.				✓	
	S1.4		Begin tracking recycling participation at a neighborhood level to provide baseline data for evaluating program effectiveness.	Project / Program	Public Works	Public Works Solid Waste has been tracking recycling participation, tonnages, and contamination since 2016 when the City moved from the bag system to automated, single-stream recycling collections.	✓				
	S1.5		Explore opportunities to create a community gardening project that would encourage these organizations to utilize public spaces, like parks, to host community gardens.	Project / Program	Community Services / Parks & Recreation	Staff researched other community gardens around the state and met with local stakeholders. A summary of findings was presented to management, which recommended carrying out a garden project in a local park with a nonprofit managing the day to day activities. The Parks and Recreation Department selected a location within Fitch Park for the garden and developed an agreement with Keep Brazos Beautiful for maintaining the garden.				✓	
Utility Conservation	S2.1		Expand neighborhood grant opportunities for neighborhood organizations to conduct water and energy audit campaigns, installation of efficient irrigation systems, or replanting drought-resistant plants in community areas.	Project / Program	Neighborhood Services	Neighborhoods can use grant opportunities to install rain barrels.	✓				
	S2.3		Work with neighborhood organizations to develop a green work day (rain barrel, xeriscaping installation, or other like projects) as neighborhood building activities.	Project / Program	College Station Utilities	Water conservation methods and tips are available on the City's website under the College Station Utilities page. It provides details on benefits of xeriscaping and methods for installation.	✓				

CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN (2010-2017)											
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Utility Conservation	S2.4		Promote and educate neighborhoods about water and energy audits through neighborhood organizations.	Project / Program	College Station Utilities	College Station Utilities (CSU) Energy Division has attended neighborhood block parties when invited, CSU also has a booth at the Home and Garden Show every year to promote programs and remains in contact with organizations throughout the City such as the Home Builders’ Association, and audits are performed on an as-requested basis.	✓				
	S2.5		Work with community partners (Keep Brazos Beautiful, Brazos County Agricultural Extension, and others) to develop a residential xeriscaping and native lawn planting guide.	Project / Program	Planning & Development Services / Parks & Recreation	Brazos Valley Master Gardeners completed a planting guide in FY 2014 for the area. Staff disseminated it to local groups and updated the Site Design Standards in 2018 to incorporate native and adapted species.	✓				
	S2.6		Incorporate green seminar participation as a part of the Neighborhood Partnership program participation responsibilities.	Project / Program	Neighborhood Services	The City had a grant funded Green College Station Sustainability Program Coordinator position, which created and maintained many Green Program activities. The funding for the position ended (2012), but many of the program components were incorporated into standard operations within various City departments. Seminar Suppers often feature green and sustainability topics, with a recent (2022) example of a water conservation presentation by the City’s Water Resources Coordinator.	✓				
	S2.7		Explore opportunities and fiscal feasibility to reduce or eliminate permitting fees for LEED certifiable homes, solar voltaic panel installation, and other green building upgrades.	Project / Program	College Station Utilities	College Station Utilities has several programs that aim to incentivize residents to invest in more sustainable energy options. There is the Connected Thermostat Program, Good Cents New Home Program, Energy Back II Rebate Program, Residential LED Lighting Program, and Energy Conservation staff is available to provide on-site energy surveys free of charge.	✓				
	S2.8		Track utility use and rebate participation.	Project / Program	College Station Utilities	Programs are available and tracked on a citywide basis. The tracking of utility use is an element included in the proposed Neighborhood Indicator program guidelines (FY 2014). The guidelines were submitted to staff for comments and staff has visited with internal stakeholders. This program was ultimately not implemented.				✓	
	S2.9		Explore alternate financing opportunities and grants to incent residential sustainable investments.	Project / Program	College Station Utilities	This is not a College Station Utilities (CSU) program. Solar programs were put in place originally to kickstart the initiative, which is now running on its own.				✓	
Stormwater Management	S3.1		Develop neighborhood stormwater education.	Regulation	Planning & Development Services / Public Works	The City has maintained a Stormwater Management Plan since 2008. The plan is updated every five years in accordance with state and federal regulations. This document outlines a series of actions that staff implements to enhance education, outreach, and public involvement during each five year period. It incorporates education and public input processes and ways in which the public may alert city staff to existing stormwater issues. This is a continually implemented program.	✓				

CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN (2010-2017)											
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Stormwater Management	S3.2		Develop stormwater promotional activities for neighborhoods (creek clean-up or a chemical free fertilizer campaign) to increase awareness and participation in stormwater management practices.	Project / Program	Planning & Development Services	Educational and promotional activities from the Stormwater Management Program have included “Scoop the Poop,” “Turn around don't drown,” and “Only Rain Down the Drain” campaigns. Other City events and programs include the Adopt-a-Greenway program (which also includes stormwater outfalls) and participation in the annual Texas Trash Off hosted by Keep Brazos Beautiful.	✓				
	S3.4		Identify opportunities to utilize rain gardens and other stormwater management techniques to reduce pavement and provide additional water filtration.	Project / Program	Planning & Development Services / Public Works	The B/CS Unified Design Guidelines include stormwater Best Management Practices (BMPs) that allow for alternative stormwater management solutions such as rain gardens, cisterns, and other innovative strategies to promote water quality.	✓				
	S3.6		Work with Neighborhood Partnership organizations to include neighborhood residents in developing additional stormwater management standards.	Project / Program	Planning & Development Services	The City's stormwater programming solicits input from residents during educational events and through the City's See-Click-Fix program. As part of the five year update of the Stormwater Management Plan, the draft plan is posted for public comment.	✓				
Alternative Transportation	S4.3		Explore opportunities and feasibility of having a carshare program (such as U Car Share or Zipcar in College Station).	Policy-based decision	Planning & Development Services	Efforts to implement or support travel demand management programs like carshare have not begun, but have been identified as a future strategy to be accomplished with the Comprehensive Plan (Strategy 6.13).					✓
	S4.4		Promote Bike to Work Week, or develop a No Drive say to encourage biking, walking, and bus ridership.	Project / Program	Planning & Development Services	This action has not been completed.					✓
	S4.5		Work with neighborhood organizations to develop work or shopping carpools or rideshare programs.	Project / Program	Planning & Development Services	Efforts to implement or support travel demand management programs like carpools and rideshare have not begun, but have been identified as a future strategy to be accomplished with the Comprehensive Plan (Strategy 6.13).					✓
Education	S5.1		Incorporate green seminar education into seminar supper program.	Project / Program	Neighborhood Services	The City had a grant funded Green College Station Sustainability Program Coordinator position, which created and maintained many Green Program activities. The funding for the position ended (2012), but many of the program components were incorporated into standard operations within various City departments. Seminar Suppers often feature green and sustainability topics, with a recent (2022) example of a water conservation presentation by the City's Water Resources Coordinator.	✓				
	S5.2		Promote Green Seminar Lunch series through the neighborhood partnership program.	Project / Program	Neighborhood Services	The City had a grant funded Green College Station Sustainability Program Coordinator position, which created and maintained many Green Program activities. The funding for the position ended (2012), but many of the program components were incorporated into standard operations within various City departments and programs.	✓				
	S5.3		Work with Neighborhood Partnership organizations to include neighborhood residents in developing additional stormwater management standards.	Project / Program	Neighborhood Services	The City had a grant funded Green College Station Sustainability Program Coordinator position, which created and maintained many Green Program activities. The funding for the position ended (2012), but many of the program components were incorporated into standard operations within various City departments. Seminar Suppers often feature green and sustainability topics, with a recent (2022) example of a water conservation presentation by the City's Water Resources Coordinator.	✓				

CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN (2010-2017)											
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Education	S5.4		Work with community organizations (like Keep Brazos Beautiful) to bring education and other sustainability opportunities to neighborhoods.	Project / Program	Neighborhood Services	The City partners with various community organizations for sustainability education and programs in neighborhoods, such as partnering with Keep Brazos Beautiful on their annual Tree Sale, neighborhood clean-ups, the annual Texas Trash Off event, and annual awards luncheon for sustainability leaders in the community. The City also partners with the TAMU Big Event and Aggie Replant, among others.	✓				
	S5.6		Continue to fund and promote other existing education programs.	Project / Program	Neighborhood Services	The tracking of certain sustainability factors was an element included in the proposed Neighborhood Indicator Program Guidelines (FY 2014). The guidelines were submitted to staff for comments and staff has visited with internal stakeholders. This program was ultimately not implemented.				✓	
							76	5	0	15	25
							Total				
							121				

EASTGATE NEIGHBORHOOD PLAN (2011-2018)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Land Use	CC1.1		Amend the Future Land Use and Character Map in the Comprehensive Plan in the Pasler Area to change from Urban and General Suburban to Neighborhood Conservation.	Policy-based decision	Planning & Development Services	The Future Land Use and Character Map was amended to show the Pasler area as Neighborhood Conservation with the Comprehensive Plan adoption in 2021.	✓				
	CC1.2		Amend the Future Land Use and Character Map in the Comprehensive Plan for the properties along Lincoln Avenue east of Tarrow Street from Urban to General Suburban (with an approx. depth of a single-family lot).	Policy-based decision	Planning & Development Services	The Future Land Use and Character Map was amended to show General Suburban for the properties along Lincoln Avenue east of Tarrow Street with the Comprehensive Plan adoption in 2021.	✓				
	CC1.3		Amend the Future Land Use and Character Map in the Comprehensive Plan from General Commercial to General Suburban for the single-family lot at 903 Grand Oaks Circle; from General Suburban and Neighborhood Conservation to General Suburban for the single-family lot at 926 Grand Oaks Circle.	Policy-based decision	Planning & Development Services	The Future Land Use and Character Map was amended to show Suburban Residential in both lots with the Comprehensive Plan adoption in 2021.	✓				
	CC1.4		Amend the Future Land Use and Character Map in the Comprehensive Plan from Institutional to Neighborhood Conservation for the residential properties along Gilchrist Avenue (adjacent to College Hills Elementary).	Policy-based decision	Planning & Development Services	The Future Land Use and Character Map was amended to show Neighborhood Conservation for the residential properties along Gilchrist (adjacent to College Hills Elementary) with the Comprehensive Plan adoption in 2021.	✓				
	CC1.5		Amend the Future Land Use and Character Map in the Comprehensive Plan from Urban to Natural Areas Protected for the properties on the northwest side of George Bush Drive East between Texas Avenue South and Foster Avenue.	Policy-based decision	Planning & Development Services	The Future Land Use and Character Map was amended to show the northwest side of George Bush Drive East between Texas Avenue South and Foster Avenue as Neighborhood Center with the Comprehensive Plan adoption in 2021.				✓	
	CC1.6		Amend the Future Land Use and Character Map in the Comprehensive Plan from Urban Mixed Use to Urban for the lots along the north side of Dominik Drive between Texas Avenue South and George Bush Drive East.	Policy-based decision	Planning & Development Services	The Future Land Use and Character Map was amended to show the lots along the north side of Dominik Drive between Texas Avenue South and George Bush Drive East as General Commercial (GC) with the Comprehensive Plan adoption in 2021.				✓	
	CC1.7		Amend the Future Land Use and Character Map in the Comprehensive Plan from Neighborhood Conservation and Natural Areas Reserved to Urban for the townhome properties located at the intersection of Geroge Bush Drive East, Dominik Drive, and Puryear Drive.	Policy-based decision	Planning & Development Services	The Future Land Use and Character Map was amended to show the townhome properties located at the intersection of George Bush Drive East, Dominik Drive, and Puryear Drive as Mixed Residential with the Comprehensive Plan adoption in 2021.				✓	
Zoning	CC2.1, 2, 4		Develop/Amend Single-Family Overlay Ordinance for Neighborhood Conservation Areas 1, 2, & 3.	Policy-based decision	Planning & Development Services	Multiple meetings were held in 2011 with the College Hills Neighborhood Association in the Pasler area to gauge interest in pursuing a single-family overlay to support their conservation efforts. The neighborhood did not move forward with the NCO.				✓	
	CC2.3		Approach property owners to rezone properties in compliance with Plan: R-6 High Density Multi-Family to R-3 Townhouse on Foster between Walton Drive and Francis Drive.	Policy-based decision	Planning & Development Services	These properties redeveloped on their own before rezoning was implemented.				✓	
	CC2.5		Approach property owners to rezone properties in compliance with Plan: Rezone 604 Tarrow from C-3 Light Commercial to R-1 Single Family.	Policy-based decision	Planning & Development Services	This was completed by the property owner and was readdressed to 617 Banks.	✓				

EASTGATE NEIGHBORHOOD PLAN (2011-2018)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Zoning	CC2.6		Prepare a redevelopment plan with a market analysis for Redevelopment Area II: Texas Avenue, University Drive, and Harvey Road in Comprehensive Plan.	Focused Planning Effort	Planning & Development Services	A redevelopment plan for the Texas Ave / University Dr area, including the new and former City Hall sites, is underway in late 2022 and will continue through 2023.		✓			
	CC2.7		Identify strategies for modification of parking requirements for the commercial properties at Walton Drive and Texas Avenue.	Regulation	Planning & Development Services	The commercial area at Walton Drive was surveyed for potential zoning overlay in 2013. This area is located within a Redevelopment Area in the Future Land Use and Character Map and will be reengaged with the small area planning effort along the Texas Ave. and University Dr. intersection.				✓	
Flood Management	CC4.1		Develop a conservation easement program to help preserve the floodplain.	Project / Program	Planning & Development Services	A conservation easement was not created. There is a nature trail managed by the Kiwanis Club adjacent to the College Hills Elementary School property.					✓
Effective Neighborhood Organizations	NI1.2		Encourage creation of homeowner associations in areas of interest or where there is a near 100% owner-occupancy rate.	Project / Program	Neighborhood Services	This area had didn't have enough owner-occupied homes to establish a Home Owners Association. Deed restrictions were used as a tool to set certain limitations within neighborhoods. Some residents tried to use the Neighborhood Conservation Overlay, but was ultimately unsuccessful.				✓	
	NI1.3		Assist homeowner associations in creating deed restrictions and covenants that address neighborhood integrity issues that the City cannot regulate.	Project / Program	Neighborhood Services	New Neighborhood Associations and Homeowner Associations leadership training was held in 2010-2011. This was stopped (2013-2014) as the number of associations outweighed the amount of staff available to run the training. The trainings have resumed in recent years with the Greater Houston Community Association Institute.	✓				
	NI1.4		Develop deed restriction enforcement training.	Project / Program	Neighborhood Services	Attorneys Cully Lipsey and Heath Poole gave a presentation on the creation and enforcement of deed restrictions at the April 22 seminar supper (FY 2013). It was attended by 43 association members from around the community, with 4 HOAs from the Central CS area represented. Since it was so well received it will be repeated at least every other year. New Neighborhood Associations and Homeowner Associations leadership training was held in 2010-2011. This was stopped (2013-2014) as the number of associations outweighed the amount of staff available to run the training. The trainings have resumed in recent years with Greater Houston Community Association Institute hosting training opportunities.	✓				
	NI1.5		Create an ongoing evaluation process of neighborhood characteristics to readjust service provisions and evaluate effectiveness.	Project / Program	Community Services	Guidelines were developed for a "Neighborhood Indicator Program." These have been incorporated into Code Enforcement's regular activities.	✓				

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Effective Neighborhood Organizations	NI1.6		Work with student groups to find proactive methods to reach out to off campus students.	Project / Program	Neighborhood Services	The City partnered with Off Campus Aggies to work on student issue (2008-2013). TAMU no longer has an Off-Campus Student Services or Off-Campus Aggies as of 2015 which ended the partnership. The City still operates the Be A Good Neighbor Program.	✓				
			Amend neighborhood grant opportunities	Project / Program	Neighborhood Services	The Neighborhood Grant Program was amended (2013) to make the funding more flexible and accessible to neighborhood groups looking to pursue projects such as neighborhood identification or beautification. Changes to the program included lessening insurance requirements, allowing in-kind donations for match funding, and allowing neighborhood beautification projects.	✓				
Conservation of Neighborhood Resources	NI2.2		Conduct educational sessions with potential historic district and landmark property owners to gauge interest in pursuing historic preservation regulations.	Project / Program	Planning & Development Services	Educational slides regarding ways to preserve Campus Homes through historic preservation overlays were created in 2013. “A Driving Tour of Historic Campus Homes” was published in 2019 and distributed amongst the community. Individual property owners can apply for designation through the Historical Marker Program or coordinate with neighborhoods to pursue a Neighborhood Conservation Overlay.	✓				
Enhanced Neighborhood Identity and Investment	NI3.2		Support community garden efforts on Pasler Street.	Project / Program	Planning & Development Services / Parks & Recreation	There have been discussions with the College Hills Neighborhood Association regarding a community garden (2012), but the project never came to fruition after staff research.				✓	
	NI3.3		Support community bulletin board concept by providing assistance and possible grant funding.	Project / Program	Planning & Development Services / Parks & Recreation	The community bulletin board concept was explored for a location within Thomas Park and supported by the City. There was not enough resident interest to volunteer to maintain the board and the project was not pursued.				✓	
	NI3.4		Implement the Parks and Recreation Master Plan by performing individual park master plans in the area to identify park needs and opportunities.	Focused Planning Effort	Parks & Recreation	A citizen’s survey has been conducted and a community conversation has been hosted as a way to assess the parks and recreation needs for the community as well as further operations and facility options for Thomas Pool (2019). Thomas Park’s playgrounds were renovated, surfacing was redone, and a shade structure was added (2020).		✓			
	NI3.5		Encourage neighborhood organizations to pursue common neighborhood signage for identity and image. Neighborhood grant funding opportunities should be supported.	Project / Program	Neighborhood Services	Neighborhood identification signage installed using Neighborhood Matching Grant Program within College Hills and College Hills Woodlands subdivisions (48 signs).	✓				
	NI3.6		Implement the Water Master Plan and the Wastewater Master Plan by completing Phase IV of the Eastgate Utility Master Plan water and wastewater upgrades.	Focused Planning Effort	College Station Utilities	Eastgate Rehabilitation Project Phase IV has been completed. A portion of Phase V is being completed with the James/ Puryear Rehabilitation Project (2022). The remaining Phase V rehabilitation efforts are being postponed for a later date.		✓			
	NI4.1		Utilize neighborhood associations and other communication mechanisms to increase awareness of housing assistance programs.	Project / Program	Neighborhood Services	Flyers and informational brochures have been created and distributed; this is an ongoing process.		✓			

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Proactive Property Maintenance and Code Enforcement	NI4.2		Evaluate the availability of existing housing assistance programs offered for single-family owner-occupied housing and expand programs or make adjustments to increase program effectiveness.	Project / Program	Community Services	A flyer was mailed to targeted residents about current owner occupied housing programs: minor repair, rehabilitation, reconstruction, down payment assistance, and homebuyer education classes. Flyers were sent out to homes that were: Within College Station City limits, Owner-Occupied, Built in 1985 or before, valued at \$115,000 or less. In total 791 flyers were sent to homes in the 3 neighborhood areas of focus Central (405), Eastgate (201), Southside (185). This was done in FY 2013.	✓				
	NI4.3		Create an indicator system that tracks code enforcement and property maintenance activity to identify frequent violations.	Project / Program	Code Enforcement	The development of Code Mobile Mapping Application was completed to assist with significant code enforcement activity.	✓				
	NI4.4		Provide code enforcement training to neighborhood organizations so that they can better understand local and state legal requirements for pursuing enforcement action on a property.	Project / Program	Code Enforcement	Code Enforcement presentations are available to HOA's upon request and presentations to Seminar Supper are completed annually (except for years cancelled due to COVID).	✓				
	NI4.5		Develop a more robust property maintenance enforcement program to include specific training on the International Property Maintenance Code and cross-training with Police, Fire, and Utilities to identify issues and respond.	Project / Program	Code Enforcement	This is being implemented through proactive code enforcement.	✓				
	NI4.6		Utilize rental registration program information to provide annual reminders to rental property residents about code requirements and notify property owners of significant enforcement activity.	Project / Program	Code Enforcement	Code Enforcement Officers make phone calls, send emails, and leave door tags to educate residents on issues that are repeated or prior to determination of a violation.	✓				
Targeted Emergency and Law Enforcement Services	NI5.2		Increase education to neighborhoods and student organizations about property crimes and security.	Project / Program	Neighborhood Services / Police	The College Station Police Department held a neighborhood association meeting to discuss crime in the area at College Hills Baptist Church (2012). The Police Department also created the Community Enhancement Unit in place of a Neighborhood Watch and has encouraged neighborhoods to use the Nextdoor website as a means of communication about crime and other safety concerns.	✓				
	NI5.3		Work with organizations to develop neighborhood watch or similar programs to assist law enforcement and emergency responders.	Project / Program	Neighborhood Services / Police	Neighborhood Watch programs were discontinued nationwide (2012-2013). The College Station Police Department created the Community Enhancement Unit in place of a Neighborhood Watch and has encouraged neighborhoods to use the Nextdoor website as a means of communication about crime and other safety concerns.	✓				
	NI5.4		Develop an on-going parking monitoring program with the Neighborhood Traffic Calming Program and emergency responders to monitor on-street parking issues.	Project / Program	Planning & Development Services / Public Works / Fire	A parking flyer was created explaining parking regulations and ordinances and who to contact for various parking issues. Parking monitor programs were also formed based on area indicators. College Station Police regularly monitor parking for the neighborhood and issue citations for violations. Public service announcements are also published by the Police Department.	✓				
	NI5.5		Develop a speed awareness program by acquiring radar speed signs to utilize at targeted locations.	Project / Program	Public Works / Police	Radar speed signs were acquired with the addition of a speed spy box for the Police Department.	✓				

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Thoroughfares and Local Streets	M1.1		Amend the Thoroughfare Plan to designate Walton Drive between Foster Avenue and Francis Drive with a restricted Suburban context and street type.	Policy-based decision	Planning & Development Services	The was completed with amendments to the Thoroughfare Plan when the plan was adopted (2011).	✓				
			Amend the Thoroughfare Plan to designate Foster Avenue and Walton Drive with a Restricted Suburban context and street type.	Policy-based decision	Public Works	The was completed with amendments to the Thoroughfare Plan when the plan was adopted (2011).	✓				
	M1.2		Maintain and rehabilitate streets where funding permits.	Capital Improvement	Planning & Development Services / Public Works	Public Works performs maintenance and rehabilitation work based upon regularly updated pavement index scores. Roadway Maintenance Fees were implemented in 2016 to provide a dedicated funding source for street maintenance.	✓				
	M1.3		Warrant Study: Walton Drive and Francis Drive	Capital Improvement	Planning & Development Services / Public Works	The study was completed and a 4-way stop was installed (2015).	✓				
			Warrant Study: Foster Avenue and Francis Drive	Project / Program	Planning & Development Services / Public Works	The study was completed and no change was necessary.	✓				
			Warrant Study: Lincoln Avenue and Tarrow Street	Capital Improvement	Planning & Development Services / Public Works	The study was completed and a three way stop was installed (2015).	✓				
			Warrant Study: Lincoln Avenue and Munson Avenue	Project / Program	Planning & Development Services / Public Works	The study on Lincoln was conducted and no change was necessary.	✓				
	M1.4		Evaluate substandard local streets for possible reduction to posted speed limit if warranted.	Project / Program	Planning & Development Services / Public Works	The speed awareness program was initiated in 2012.	✓				
	M1.5		Nimitz Street rehabilitation between Lincoln Avenue and Ash Street.	Capital Improvement	Planning & Development Services / Public Works	The Nimitz Street rehabilitation from Lincoln Avenue to Ash Street was completed in 2017 and includes a sidewalk on one side (preliminary design 2015, under construction 2016).	✓				
			Eisenhower Street extension between Lincoln Avenue and Ash Street.	Capital Improvement	Planning & Development Services / Public Works	The Eisenhower Street extension between Lincoln Avenue and Ash Street was completed in 2016. Bike lanes, bike route signage, along with a sidewalk on one side were added to this extension.	✓				
			Gilbert Street rehabilitation.	Capital Improvement	Planning & Development Services / Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration.					✓
			Puryear Drive/James Parkway rehabilitation south of Francis Drive into one-way pair.	Capital Improvement	Planning & Development Services / Public Works	The capital project to reconstruct Puryear Drive and James Parkway south of Francis Drive is funded and is in the design process. The streets will continue to operate with two-way traffic instead of the one-way pair option offered in the plan.		✓			
Bicycle & Pedestrian	M2.1		Amend Bicycle, Pedestrian, and Greenways Master Plan for the following proposed bicycle facilities: Replace the planned bike lane on Walton Drive between Nunn Street and Gilchrist Avenue with a planned bike route.	Policy-based decision	Planning & Development Services	This was completed through the adoption of the Bicycle, Pedestrian, and Greenways Master Plan.	✓				
			Amend Bicycle, Pedestrian, and Greenways Master Plan for the following proposed bicycle facilities: Replace the planned bike lane on Francis Drive between Ashburn Avenue and Glenhaven Drive with a planned bike route.	Policy-based decision		This was completed through the adoption of the Bicycle, Pedestrian, and Greenways Master Plan.	✓				
			Amend Bicycle, Pedestrian, and Greenways Master Plan for the following proposed bicycle facilities: Reclassify the bike lanes on Lincoln Avenue between future Eisenhower Street and Tarrow Street from proposed to existing.	Policy-based decision		This was completed through the adoption of the Bicycle, Pedestrian, and Greenways Master Plan.	✓				

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Bicycle & Pedestrian	M2.5		Amend Bicycle, Pedestrian, and Greenways Master Plan for the following proposed sidewalks: University Drive East (southside); Eisenhower Street from Lincoln Avenue to Ash Street; Foster Avenue; Dominik Drive from Texas Avenue to George Bush Drive East; Gilchrist Avenue from Texas Avenue to Foster Avenue; James Parkway north of Francis Drive to fill in the gap to the park walking loop; Live Oak Street from Texas Avenue to Eisenhower Street; Nimitz Street from Lincoln Avenue to Ash Street; Nunn Street; Puryear Drive from Dominik Drive to Kyle Avenue; Puryear Drive from Walton Drive to James Parkway; and Wellesley Court.	Policy-based decision	Planning & Development Services	This was completed through the adoption of the Bicycle, Pedestrian, and Greenways Master Plan.	✓				
	M2.9		Amend Bicycle, Pedestrian, and Greenways Master Plan regarding multi-use paths to: Remove the planned multi-use path between Lincoln Avenue and Dominik Drive while retaining the Natural Areas Reserved; and replace the planned multi-use path along future Eisenhower Street between Lincoln Avenue and Ash Street with planned sidewalks and bike route.	Policy-based decision	Planning & Development Services	This was completed through the adoption of the Bicycle, Pedestrian, and Greenways Master Plan.	✓				
	M2.2		Dominik Drive bike lane installation in compliance with the Bicycle, Pedestrian, and Greenways Master Plan and the Manual on Uniform Traffic Control Devices.	Capital Improvement	Planning & Development Services / Public Works	This project is not complete, but has been included on the Bicycle Plan under the Bicycle Facility Proposed category.					✓
			Francis Drive bike lane installation in compliance with the Bicycle, Pedestrian, and Greenways Master Plan and the Manual on Uniform Traffic Control Devices.	Capital Improvement	Planning & Development Services / Public Works	This project was completed with Francis Drive rehabilitation from Walton Drive to Munson Avenue. The section from Walton Drive to Texas Avenue is under design.		✓			
			Lincoln Avenue bike lane gap in compliance with the Bicycle, Pedestrian, and Greenways Master Plan and the Manual on Uniform Traffic Control Devices.	Capital Improvement	Planning & Development Services / Public Works	Lincoln Avenue bike gap was addressed and construction was completed.	✓				
			Tarrow Street bike lane installation in compliance with the Bicycle, Pedestrian, and Greenways Master Plan and the Manual on Uniform Traffic Control Devices.	Capital Improvement	Planning & Development Services / Public Works	This project is not complete, but has been included on the Bicycle Plan under the Bicycle Facility Proposed category.					✓
	M2.3		Eisenhower Street bike route signage to be in compliance with the Bicycle, Pedestrian, and Greenways Master Plan and the Manual on Uniform Traffic Control Devices.	Capital Improvement	Planning & Development Services / Public Works	Eisenhower Street bike route signage was added (2016).	✓				
			Foster Avenue bike route signage to be in compliance with the Bicycle, Pedestrian, and Greenways Master Plan and the Manual on Uniform Traffic Control Devices.	Capital Improvement	Planning & Development Services / Public Works	Foster Avenue bike route signage was added (2016).	✓				
			Francis Drive bike route signage to be in compliance with the Bicycle, Pedestrian, and Greenways Master Plan and the Manual on Uniform Traffic Control Devices.	Capital Improvement	Planning & Development Services / Public Works	Francis Drive bike route signage was added (2016).	✓				
			Walton Drive/Nunn Street bike route signage to be in compliance with the Bicycle, Pedestrian, and Greenways Master Plan and the Manual on Uniform Traffic Control Devices.	Capital Improvement	Planning & Development Services / Public Works	Walton Drive/Nunn Street bike route signage was added (2016).	✓				
	M2.6	EG6	Identify and install/repair the Dominik Drive sidewalk gaps.	Capital Improvement	Planning & Development Services / Public Works	The items within the scope of Eastgate Neighborhood Plan have been completed. There is a full sidewalk on the south side of Dominik from Texas to Munson (completed 2016) but sidewalk gaps still exist on the northern side; at Munson sidewalk switches to northern side and is complete for the remainder of Dominik. This project is shown on Pedestrian Plan as Sidewalk Existing.	✓				
			Identify and install/repair the James Parkway sidewalk gap north of Francis Drive.	Capital Improvement	Planning & Development Services / Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration.					✓

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Bicycle & Pedestrian	M2.6		Identify and install/repair the Kyle Avenue sidewalk gap between George Bush Drive E and Puryear Drive.	Capital Improvement	Planning & Development Services / Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration.					✓
			Identify and install/repair the Lincoln Avenue sidewalk gaps between future Eisenhower Street and Munson Avenue.	Capital Improvement	Planning & Development Services / Public Works	The Lincoln Avenue sidewalk gap between Eisenhower Street and Munson has been completed (2013).	✓				
		EG7	Identify and install/repair the Puryear Drive sidewalk gap between Kyle Avenue and Dominik Drive.	Capital Improvement	Planning & Development Services / Public Works	The Puryear Drive sidewalk gap between Kyle Avenue and Dominik Drive has been completed.	✓				
		EG8	Identify and install/repair the Tarrow Street sidewalk gap between University Drive East and Peyton Street.	Capital Improvement	Planning & Development Services / Public Works	The Tarrow Street sidewalk gap between University Drive East and Peyton Street has been completed (2015).	✓				
		EG9	Identify and install/repair the University Drive East sidewalk gaps.	Capital Improvement	Planning & Development Services / Public Works	The University Drive East sidewalk gap from Texas Avenue to Lions Park has been completed (2013).	✓				
	M2.7	EG10	Eisenhower Street sidewalk construction in compliance with the Bicycle, Pedestrian, and Greenways Master Plan.	Capital Improvement	Planning & Development Services / Public Works	A sidewalk on one side of Eisenhower Street from University Drive East to Ash Street (constructed and completed in 2017).	✓				
			Foster Avenue sidewalk construction in compliance with the Bicycle, Pedestrian, and Greenways Master Plan.	Capital Improvement	Planning & Development Services / Public Works	The Foster Avenue sidewalk from Francis Drive to Gilchrist Avenue was completed (2021). The remaining portions of Foster Avenue have not been completed.					✓
			Gilchrist Avenue sidewalk construction between Texas Avenue and Foster Avenue in compliance with the Bicycle, Pedestrian, and Greenways Master Plan.	Capital Improvement	Planning & Development Services / Public Works	This action was completed with the construction of City Hall (2021).	✓				
		EG11	Live Oak Street sidewalk between Texas Avenue and Eisenhower Street	Capital Improvement	Planning & Development Services / Public Works	The Live Oak Street sidewalk between Texas Avenue and Eisenhower Street (Completed in 2017).	✓				
		EG12	Nimitz Street sidewalk construction between Lincoln Avenue and Ash Street in compliance with the Bicycle, Pedestrian, and Greenways Master Plan.	Capital Improvement	Planning & Development Services / Public Works	Nimitz Street from Lincoln Avenue to Ash Street has been rehabilitated and now includes a sidewalk on one side (Completed in 2017).	✓				
			Nunn Street sidewalk construction in compliance with the Bicycle, Pedestrian, and Greenways Master Plan.	Capital Improvement	Planning & Development Services / Public Works	The Eastgate Sidewalk Safety Improvements project includes sidewalk improvements on one side along Nunn Street from Lincoln Avenue to Walton Drive, Walton Drive from Nunn Street to Puryear Drive, and Puryear Drive from North Walton Drive to James Parkway (Completed in 2022).	✓				
			Puryear Drive sidewalk construction between Walton Drive and James Parkway in compliance with the Bicycle, Pedestrian, and Greenways Master Plan.	Capital Improvement	Planning & Development Services / Public Works						
			Walton Drive sidewalk construction between Foster Avenue and Francis Drive in compliance with the Bicycle, Pedestrian, and Greenways Master Plan.	Capital Improvement	Planning & Development Services / Public Works						
			Wellesley Court sidewalk construction in compliance with the Bicycle, Pedestrian, and Greenways Master Plan.	Capital Improvement	Planning & Development Services / Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration.					✓
	M2.10	EG13	Lincoln Avenue to University Town Center multi-use path as identified in the Bicycle, Pedestrian, and Greenways Master Plan.	Capital Improvement	Planning & Development Services / Public Works	A public way was completed within the University Town Center Development from Lincoln Avenue to the existing development with a shared-use path on one side (2020).	✓				
Transit	M3.1		Identify opportunities to collaborate and promote a co-ridership program between TAMU Transit and the Brazos Transit District.	Project / Program	Planning & Development Services	Texas A&M University and Brazos Transit District (BTD) have implemented a co-rider program. With a BTD pass, riders can be on TAMU buses. With a TAMU ID, riders can ride BTD buses.	✓				
	M3.2		Work with TAMU Transit and Brazos Transit District to identify existing stops with high-ridership to upgrade to a shelter.	Project / Program	Planning & Development Services	Brazos Transit District has assessed stop locations that have a higher ridership and have identified potential shelter locations. City staff is assisting with the evaluating the fixed stop and shelter locations.		✓			
Recycling	M3.3		Identify opportunities to expand funding sources	Policy-based decision	Planning & Development Services	City staff has been supportive of Brazos Transit District efforts to obtain additional funding for implementation of fixed stops and bus shelters.	✓				

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Recycling	S1.2		Work with established neighborhood organizations to develop standing neighborhood green committees to work on encouraging recycling, participation in green events, and promote sustainable living practices.	Project / Program	Neighborhood Services	The City had a grant funded Green College Station Sustainability Program Coordinator position, which created and maintained many Green Program activities. The funding for the position ended (2012), but many of the program components were incorporated into standard operations within various City departments. However, there is not a specific program to encourage neighborhood green committees.				✓	
	S1.3		Begin tracking recycling participation rates at a neighborhood level to provide baseline data for evaluating program effectiveness.	Project / Program	Public Works	Recycling participation, tonnages, and contamination have been tracked since 2016 when the City moved from the bag system to automated, single-stream recycling collections.	✓				
Utility Conservation	S2.2		Work with neighborhood organizations to develop a green work day for rain barrel or xeriscaping installation or other like projects as neighborhood -building activities .	Project / Program	Neighborhood Services	Neighborhoods can utilize grant opportunities to install rain barrels. The City had a grant funded Green College Station Sustainability Program Coordinator position, which created and maintained many Green Program activities. The funding for the position ended (2012), but many of the program components were incorporated into standard operations within various City departments. However, there is not a specific program to encourage neighborhood green committees.				✓	
	S2.3		Promote and educate neighbors about water and energy audits through neighborhood organizations.	Project / Program	College Station Utilities	College Station Utilities Energy Division has attended neighborhood block parties when invited. They also have a booth at the Home and Garden Show every year to promote programs and remains in contact with organizations throughout the City such as the Home Builders’ Association. Audits are performed on an as-requested basis.	✓				
	S2.4		Track utility use, Wind Watts participation, utility audits, and rebate participation through a neighborhood indicator program.	Project / Program	College Station Utilities	This hasn’t been discussed and is not a utility directive. Programs are available and tracked on a citywide basis. Benefit of doing this is not readily apparent.				✓	
	S2.5		Explore alternate financing opportunities and fiscal impact of Property Assessed Clean Energy (PACE) financing to incent residential sustainable investments.	Project / Program	College Station Utilities	College Station Utilities has several programs that aim to incentivize residents to invest in more sustainable energy options. There is the Connected Thermostat Program, Good Cents New Home Program, Energy Back II Rebate Program, Residential LED Lighting Program, and Energy Conservation staff is available to provide on-site energy surveys free of charge.	✓				
Stormwater Management	S3.1		Develop neighborhood stormwater education and promotional activities (such as creek clean-up or a chemical-free fertilizer campaign) to increase awareness and participation in stormwater management practices.	Project / Program	Planning & Development Services	The City has maintained a Stormwater Management Plan since 2008. The plan is updated every five years in accordance with state and federal regulations. This document outlines a series of actions that staff implements to enhance education, outreach, and public involvement during each five year period. It incorporates education and public input processes and ways in which the public may alert city staff to existing stormwater issues. This is a continually implemented program.	✓				
	S3.3		Work with Neighborhood Partnership organizations to include neighborhood residents in developing additional stormwater management standards.	Project / Program	Planning & Development Services	The City’s stormwater programming solicits input from residents during educational events and through the City’s See-Click-Fix program. As part of the five year update of the Stormwater Management Plan, the draft plan is posted for public comment.	✓				

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Greenways and Open Space	S4.2		Explore opportunities to create a community gardening project for neighborhood organizations to utilize public spaces (including Parks) to host community gardens.	Project / Program	Community Services / Parks & Recreation	Staff researched other communal gardens around the state and met with local stakeholders. A summary of findings was presented to management which recommended carrying out a garden project in a local park with a nonprofit managing the day to day activities. The Parks and Recreation Department has mapped a location within Fitch Park for the garden. An agreement with Keep Brazos Beautiful was being developed.	✓				
Alternative Transportation	S5.3		Explore opportunities and feasibility of having a carshare program (such as U Car Share or Zipcar).	Project / Program	Planning & Development Services	Efforts to implement or support travel demand management programs like carshare have not begun, but have been identified as a future strategy to be accomplished with the Comprehensive Plan (Strategy 6.13).					
	S5.4		Promote Bike to Work Week, or develop a No Drive Day to encourage biking, walking, and bus ridership.	Project / Program	Planning & Development Services	This action has not been completed.				✓	
Education	S6.1		Incorporate green education components into new organization training.	Project / Program	Neighborhood Services	The City had a grant funded Green College Station Sustainability Program Coordinator position, which created and maintained many Green Program activities. The funding for the position ended (2012), but many of the program components were incorporated into standard operations within various City departments. Seminar Suppers often feature green and sustainability topics, with a recent (2022) example of a water conservation presentation by the City's Water Resources Coordinator.	✓				
	S6.2		Promote Green Seminar Lunch series to neighborhoods through the neighborhood partnership program.	Project / Program	Neighborhood Services	The City had a grant funded Green College Station Sustainability Program Coordinator position, which created and maintained many Green Program activities. The funding for the position ended (2012), but many of the program components were incorporated into standard operations within various City departments. Seminar Suppers often feature green and sustainability topics, with a recent (2022) example of a water conservation presentation by the City's Water Resources Coordinator.	✓				
	S6.4		Create a green score program that rates neighborhood sustainability through sustainable living practices.	Project / Program	Neighborhood Services	The creation of a green score program has not been completed.				✓	
							62	7	0	12	11
							Total				
							92				

SOUTHSIDE AREA NEIGHBORHOOD PLAN (2012-2019)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
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Enhancing Viability of Existing Uses	NI&CC 1.1		Explore ways to preserve Campus Homes by incentivizing preservation and restoration for alternative uses (such as game-day rentals or bed & breakfasts).	Project / Program	Planning & Development Services	Educational slides regarding ways to preserve Campus Homes through historic preservation overlays were created in 2013. "A Driving Tour of Historic Campus Homes" was published in 2019 and distributed amongst the community. Individual property owners can apply for designation through the Historical Marker Program or coordinate with neighborhoods to pursue a Neighborhood Conservation Overlay.	✓				
	NI&CC 1.2		Create an alternative development plan to preserve the neighborhood shopping in the Southgate Commercial Area, this should include a market analysis and a concept plan.	Focused Planning Effort	Planning & Development Services	Staff had discussions with commercial property owners. This area is located within a Redevelopment Area in the Future Land Use and Character Map and will be reengaged with the small area planning effort once the timing of the George Bush Dr. and Wellborn Rd. interchange is known.				✓	
	NI&CC 1.3		Conduct educational sessions with potential historic districts and landmark property owners to gauge interest in pursuing historic preservation regulations.	Project / Program	Planning & Development Services	Educational slides regarding ways to preserve Campus Homes through historic preservation overlays were created in 2013. "A Driving Tour of Historic Campus Homes" was published in 2019 and distributed amongst the community. Individual property owners can apply for designation through the Historical Marker Program or coordinate with neighborhoods to pursue a Neighborhood Conservation Overlay.	✓				
Character Preservation	NI&CC 2.1		Amend UDO to include Character Preservation Overlay zoning option to provide the neighborhood with the flexibility to select character elements and certain areas that may apply.	Regulation	Planning & Development Services	Character preservation options exist in the Neighborhood Conservation Overlay (NCO) district which was created in 2007 and overhauled in 2020, along with the accompanying NCO Handbook which guides residents through the application process.	✓				
	NI&CC 2.2		Assist neighborhoods in getting a Character Preservation Overlay zone.	Regulation	Planning & Development Services	The McCulloch Neighborhood Conservation Overlay was approved by the City Council in 2015. The Heart of Southside Neighborhood Conservation Overlay was approved by Council in 2019. City staff provide assistance to neighborhoods interested in pursuing single-family neighborhoods.	✓				
Neighborhood Development Pattern	NI&CC 3.1		Amend the Comprehensive Plan - Future Land Use and Character Map in the Redmond Terrace Subdivision from General Suburban to Neighborhood Conservation.	Policy-based decision	Planning & Development Services	The Future Land Use and Character Map was amended to show the Redmond Terrace Subdivision from General Suburban to Neighborhood Conservation with the Comprehensive Plan adoption in 2021.	✓				
	NI&CC 3.2		Amend the Comprehensive Plan - Future Land Use and Character Map in the McCulloch's Subdivision from Urban and General Suburban to Neighborhood Conservation.	Policy-based decision	Planning & Development Services	The Future Land Use and Character Map was amended to show the McCulloch Subdivision as Neighborhood Conservation, as well as Urban Residential and Mixed Residential with the Comprehensive Plan adoption in 2021.	✓				
	NI&CC 3.3		Amend the Comprehensive Plan - Future Land Use and Character Map's Redevelopment description for the southeast corner of George Bush Drive and Wellborn Road (Area V).	Policy-based decision	Planning & Development Services	The Future Land Use and Character Map was amended to show the Redevelopment for Area V as Neighborhood Center along the majority of George Bush Drive, Urban Center on the corner of Wellborn Road and George Bush Drive and continues down Wellborn, and Mixed Residential along Luther Street. This amendment was completed with the Comprehensive Plan adoption in 2021.	✓				
	NI&CC 3.4		Amend the Comprehensive Plan - Future Land Use and Character Map in Area V to move the Neighborhood Conservation designation to the west (located along Montclair Avenue) to provide protection to areas east of Area V.	Policy-based decision	Planning & Development Services	The Future Land Use and Character Map was amended to show Neighborhood Conservation to the west of Area V (along Montclair Avenue).	✓				

SOUTHSIDE AREA NEIGHBORHOOD PLAN (2012-2019)											
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Zoning	NI&CC 4.1		Work with property owners to initiate rezoning of non-conforming properties in the Fairview Avenue, Luther Street, and Montclair Avenue area to reflect current land use.	Project / Program	Planning & Development Services	The properties were developed before rezoning was completed.				✓	
	NI&CC 4.2		Amend UDO to allow development/redevelopment in Area V to utilize typical R-1, Single-Family Residential (now retired) standards and more restrictive standards for redevelopment in older subdivisions.	Regulation	Planning & Development Services	The UDO was amended for interim Area V lot sizes and was approved by City Council Nov. 18, 2012.	✓				
	NI&CC 4.3		Develop a new zoning district to implement recommended future development in Area V.	Regulation	Planning & Development Services	This has not been completed to date, but is part of the ongoing Middle Housing zoning district creation.		✓			
Off-Street Parking	NI&CC 5.1		Amend UDO single-family and duplex parking standards to limit the size of allowed parking areas within the front portion of single-family and duplex.	Regulation	Planning & Development Services	Platting and parking ordinance revisions for Area V were initiated 2012 and adopted in 2013, and single-family parking standards were adopted in 2013.	✓				
	NI&CC 5.2		Amend UDO single-family and duplex parking standards to define appropriate parking surfaces.	Regulation	Planning & Development Services						
	NI&CC 5.3		Amend UDO single-family and duplex parking standards to require rear-yard screening from adjacent single-family properties.	Regulation	Planning & Development Services						
	NI&CC 5.4		Amend UDO single-family and duplex parking standards to require one parking space per bedroom with a max of four spaces required.	Regulation	Planning & Development Services						
Neighborhood Associations	NI&CC 6.1		Encourage the coordination of a partnership with Neighborhood Services to establish new neighborhood associations (such as the Redmond Terrace Subdivision).	Project / Program	Neighborhood Services	This area had didn't have enough owner-occupied homes to establish a Homeowners Association. Deed restrictions were used as a tool to set certain limitations within some subdivisions before the Heart of Southside Neighborhood Conservation Overlay was pursued (2018).				✓	
	NI&CC 6.2		Provide support in the creation and leadership training for new associations.	Project / Program	Neighborhood Services	New Neighborhood Associations and Homeowner Associations leadership training was held in 2010-2011. This was stopped (2013-2014) as the number of associations outweighed the amount of staff available to run the training. The trainings have resumed in recent years with Greater Houston Community Association hosting training opportunities.	✓				
Code Compliance	NI&CC 7.1		Identify properties not meeting code and speak with the property owners to move toward compliance.	Project / Program	Community Services	A property maintenance checklist was developed by Community Development (FY 2014) which performs a baseline survey of all identified properties and offers assistance and information to properties that are not in compliance or are nearing non-compliance. All properties are re-surveyed on a regular basis to identify property deterioration and to pro-actively intercede. The Manual for Neighborhood Associations was updated and posted online.	✓				
On-Street Parking	M 1.1		Conduct safety evaluation of on street parking in the Redmond Terrace Subdivision (including portions of Redmond Drive, Rosemary, and Armistead). Action should be made if warranted.	Project / Program	Public Works & Fire	Safety evaluations of on-street parking are conducted when warranted and therefore are on-going.		✓			
Character of Existing Streets	M 2.1		Evaluate the appropriateness of ribbon curbs on streets with an open ditch section in order to retain existing character.	Project / Program	Planning & Development Services / Public Works	Included in the FY15, FY16, FY17 and FY22 Unfunded Projects list for potential funding consideration.					✓
			Evaluate ribbon curb opportunities: West Dexter Dr. (Hereford St. to Ayrshire St.)	Project / Program	Planning & Development Services / Public Works	Included in the FY15, FY16, FY17 and FY22 Unfunded Projects list for potential funding consideration.					✓
			Evaluate ribbon curb opportunities: Angus Ave. (Ayrshire St. to Fairview Ave)	Project / Program	Planning & Development Services / Public Works	Included in the FY15, FY16, FY17 and FY22 Unfunded Projects list for potential funding consideration.					✓

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Character of Existing Streets	M 2.1		Evaluate ribbon curb opportunities: Old Jersey St. (Ayrshire St. to Fairview Ave.)	Project / Program	Planning & Development Services / Public Works	Included in the FY15, FY16, FY17 and FY22 Unfunded Projects list for potential funding consideration.					✓
			Evaluate ribbon curb opportunities: Welsh Ave. (Park Place to Angus Dr)	Project / Program	Planning & Development Services / Public Works	Included in the FY15, FY16, FY17 and FY22 Unfunded Projects list for potential funding consideration.					✓
	M 2.2		Revise B/CS Design Guidelines to add ribbon curb option that may be used for public street rehabilitation.	Regulation	Planning & Development Services	A ribbon curb detail is provided in the B/CS Unified Standard Details though only is stated for use with rural section streets.					✓
	M 2.3		Amend Thoroughfare Plan to add neighborhood-appropriate thoroughfare cross-section to protect the character of streets such as Dexter Drive.	Policy-based decision	Planning & Development Services	This action has not been completed.					✓
	M 2.4		Explore additional traffic calming opportunities for Dexter Drive, such as elongated speed tables, rumble strips, and so on.	Project / Program	Planning & Development Services / Public Works	This action is currently being explored.		✓			
Bicycle & Pedestrian Safety at Intersections	M3.1		Amend Bicycle, Pedestrian, and Greenways Master Plan: Holleman Drive sidewalks on both sides where possible to increase pedestrian safety.	Policy-based decision	Planning & Development Services	This action is partially complete. The Master Plan was amended to add sidewalks on both sides of Holleman Drive. Pedestrian improvements were completed along Holleman Drive from H-E-B to Village Drive in 2019. The incomplete sidewalk segments were included in the FY22 Unfunded Projects list for potential funding consideration.					✓
	M 3.2	SS1	Amend Bicycle, Pedestrian, and Greenways Master Plan: Southwest Parkway sidewalks on both sides where possible to increase pedestrian safety.	Policy-based decision	Planning & Development Services	The Master Plan was amended to add sidewalks to both sides of Southwest Parkway. Southwest Parkway from Wellborn Road to Welsh Avenue received pedestrian improvements in the form of stand-alone sidewalks and bicycle improvements to address ADA concerns (2018).	✓				
	M 3.3		Amend Bicycle, Pedestrian, and Greenways Master Plan: Welsh sidewalks on both sides between Holleman Drive and Southwest Parkway to increase pedestrian safety.	Policy-based decision	Planning & Development Services	The Master Plan was amended to add sidewalks on Welsh between Holleman Drive and Southwest Parkway. This was included in the FY22 Unfunded Projects list for potential funding consideration. Sidewalks are to be on both sides of the road.					✓
	M 3.4		Amend Bicycle, Pedestrian, and Greenways Master Plan: Sidewalk loop through McCulloch Subdivision to allow safe pedestrian access to Holleman Drive and Welsh Avenue to increase pedestrian safety.	Policy-based decision	Planning & Development Services	The Master Plan was amended to add a sidewalk loop through McCulloch Subdivision. This was included in the FY22 Unfunded Projects list for potential funding consideration. Sidewalks are to be added to both sides of the road.					✓
	M 3.5		Amend Bicycle, Pedestrian, and Greenways Master Plan: Montclair Avenue sidewalks on both sides to increase pedestrian safety.	Policy-based decision	Planning & Development Services	The Master Plan was amended to add sidewalks on both sides of Montclair Avenue. This was included in the FY22 Unfunded Projects list for potential funding consideration. Sidewalks are to be added to both sides of the road.					✓
	M 3.6		Amend Bicycle, Pedestrian, and Greenways Master Plan: Millliff Road at Texas Avenue and Park Place at Texas Ave sidewalk gaps to increase pedestrian safety.	Policy-based decision	Planning & Development Services	This action is partially complete. The Master Plan was amended to fix sidewalk gaps at these locations. The sidewalk gaps on Park Place were fixed. Millliff has not been completed at this time; the sidewalk segment is missing a small corner piece and it has not been determined if an easement is needed. This was included in the FY22 Unfunded Projects list for potential funding consideration.					✓
	M 3.7	SS2	Amend Bicycle, Pedestrian, and Greenways Master Plan: Tower Park Apartment pedestrian connection to Park Place through City-owned property to increase pedestrian safety.	Policy-based decision	Planning & Development Services	The Master Plan was amended to add the pedestrian connections at the described location. Pedestrian improvements were completed along Park Place from H-E-B to Tower Park Apartments (2019).	✓				
	M 3.8		Amend Bicycle, Pedestrian, and Greenways Master Plan: Southland Street sidewalk to connect the pedestrian bridge to Oney Harvey and Wellborn Road to increase pedestrian safety.	Policy-based decision	Planning & Development Services	The Master Plan was amended to add a sidewalk connection at the described location. The sidewalk on Southland has not been completed.					✓

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Bicycle & Pedestrian Safety at Intersections	M 3.9		Explore alternative sidewalk treatments where they are already proposed along roadways with existing right-of-way or vegetation constraints (such as Park Place and Fairview Avenue).	Policy-based decision	Planning & Development Services / Public Works	This action has not been completed.					✓
	M 3.10	SS3	Evaluate streets surrounding schools for improvements (such as underground drainage system, allowing on-street parking, and sidewalks).	Capital Improvement	Planning & Development Services / Public Works	The Southside Neighborhood Safety Improvements Project addressed pedestrian, drainage, street rehabilitation, and utilities. Park Place was widened to a minor collector with a sidewalk on one side and buffered bike lanes along from Timber Street to Glade Street. The utilities and street were rehabilitated and sidewalks were added on both sides along Park Place from Glade Street to Anderson Street, along Anna Street from Timber Street to Holik Street, along Glade Street from Park Place to Anna Street, and along Holik Street from Park Place to Anna Street. The existing water and wastewater utilities were rehabilitated in the vicinity of Park Place and Timber Street. The project was completed in 2021.	✓				
			Evaluate area surrounding schools for improvements: Park Place from Anderson Street to Glade Street.								
			Evaluate area surrounding schools for improvements: Anna Street from Glade Street to Timber Drive.								
			Evaluate area surrounding schools for improvements: Glade St. from Park Place to Anna St.								
			Evaluate area surrounding schools for improvements: Holik St. from Park Place to Anna St.								
	M 3.11		Evaluate existing Glade Street sidewalks to identify improvements that are in compliance with the Americans with Disabilities Act (ADA) issues.	Capital Improvement	Planning & Development Services / Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration. The project will need to be evaluated for ADA construction improvements.					✓
	M4.1		Amend Bicycle, Pedestrian, and Greenways Master Plan to designate Monclair Avenue and portions of Luther Street as Bike Routes to provide additional north-south options.	Policy-based decision	Planning & Development Services / Public Works	This project is not complete, but has been included on the Bicycle Plan under the Bike Route Proposed category.					✓
	M 4.2		Explore way-finding opportunities to direct bicycles through the neighborhood in addition to existing signage.	Project / Program	Planning & Development Services	This action has not been completed.					✓
	M 4.3		Re-stripe bike lanes on Holleman Dive.	Capital Improvement	Planning & Development Services / Public Works	The bike lanes on Holleman Drive have been re-striped.	✓				
	M 5.1	SS4	Increase pedestrian safety at the crosswalk at Eleanor Street / Phoenix Street and Holleman Drive.	Capital Improvement	Planning & Development Services / Public Works	Bicycle and pedestrian improvements at Holleman Drive and Eleanor Street have been completed (2016).	✓				
	M 5.2		Conduct a warrant study at Dexter Drive and Holleman Drive to determine if a four-way stop is appropriate.	Project / Program	Planning & Development Services / Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration.					✓
			Evaluate intersections for needed pedestrian and bicycle improvements.	Project / Program	Planning & Development Services / Public Works	This action has not been completed.					✓
	M 5.3		Intersection improvements: George Bush Drive at Texas Avenue - Bicycle improvements will require further engineering study to determine how to accommodate through movements in the existing limited right-of-way.	Capital Improvement	Planning & Development Services / Public Works	This project has not been completed but is included in the scope of the George Bush Drive Separated Bike Lanes grant project.					✓
M 5.4		Intersection improvements: George Bush Drive at Anderson Street - The crosswalk on the west side of George Bush Drive is being moved to the east side of the intersection in order for the left turn movement from Anderson Street to George Bush Drive to coincide with pedestrians there. Additional pedestrian improvements proposed include perpendicular curb ramps at the southwest and southeast corners of the intersection. Bicycle improvements proposed include the continuation of bicycle lanes that drop before the intersection.	Capital Improvement	Planning & Development Services / Public Works	This was Included in the ADA Transition Plan. The crosswalk was moved and bicycle improvements were completed. The perpendicular curb ramps likely will not change based on TxDOT's preference to keep the diagonal ramps.	✓					

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Bicycle & Pedestrian Safety at Intersections	M 5.5	SS5	Intersection improvements: George Bush Dr. at Timber Street/ Bissell - Pedestrian improvements include sidewalks to close existing gaps, perpendicular curb ramps, the removal of an obstruction (water valve) in the sidewalk on the southwest corner, and concrete pads to make the pedestrian crosswalk signal buttons ADA accessible.	Capital Improvement	Planning & Development Services / Public Works	Bicycle and pedestrian improvements at George Bush Drive and Timber Street have been completed (design 2015, construction completed 2016).	✓				
	M 5.6	SS6	Intersection improvements: George Bush Drive at Dexter Drive - Pedestrian improvements include leveling the sidewalk connection to the multi-use path at the southwest corner of the intersection. Bicycle improvements include repairing the pavement in the southbound bike lane of Throckmorton. A section of the pavement currently drops down and creates a hazard.	Capital Improvement	Planning & Development Services / Public Works	Bicycle and pedestrian improvements at George Bush Drive and Dexter Driver have been completed (design 2015, construction completed 2016).	✓				
	M 5.7	SS7	Intersection improvements: Holleman Drive at Wellborn Road - This intersection has an at-grade RR crossing, existing and proposed sidewalks approaching the intersection and bike lanes that end before the intersection. Pedestrian improvements proposed include sidewalks to close existing gaps and perpendicular curb ramps. Bicycle improvements will require further study. This intersection will also require coordination between the City, TxDOT, and the Union Pacific RR Company.	Capital Improvement	Planning & Development Services / Public Works	The sidewalk and ADA improvement components were completed with a CIP project. However, the bicycle improvements were not included.	✓				
	M 5.8	SS8	Intersection improvements at Holleman Drive at Welsh Avenue - Proposed curb ramp to cross south on Holleman and perpendicular curb ramps at the southeast corner, continuation of bike lanes that drop before the intersection going northbound on Welsh.	Capital Improvement	Planning & Development Services / Public Works	The intersection improvements for Holleman Drive at Welsh Avenue were completed in 2019.	✓				
	M 5.9		Intersection improvements at Holleman Drive at Glade Street - Proposed concrete pads to make the pedestrian crosswalk signal buttons ADA accessible at the south and northwest corners as well as updating the existing curb ramps without detectable warnings (south and northwest corners) with perpendicular curb ramps.	Capital Improvement	Planning & Development Services / Public Works	Included within ADA Transition Plan as well as the Unfunded Projects list for FY 15 and FY 18. The cost estimate for these improvements is \$109,900 which was adjusted from 2018 dollars (\$101,119) to 2021 dollars. This was also sent to be included on the CIP Unfunded Projects master list (Nov. 2021).					✓
	M 5.10	SS9	Intersection improvements: Holleman Drive at Anderson Street - Continuation of the bike lanes that drop before the intersection or need to be restriped in all directions and there appears to be adequate room to accommodate the continuation.	Capital Improvement	Planning & Development Services / Public Works	The intersection improvements for Holleman Drive at Anderson Street were completed in approximately 2019.	✓				
	M 5.11	SS10	Intersection improvements: Holleman Dr. at Texas Avenue. - Pedestrian improvements proposed include restriping the existing crosswalks. Bicycle improvements will require further engineering study to determine how to accommodate through movements in the existing limited right-of-way.	Capital Improvement	Planning & Development Services / Public Works	This action is partially completed. The pedestrian improvements in this area were completed. The bicycle improvements have not been completed to date.		✓			
	M 5.12	SS11	Intersection improvements: Southwest Parkway at Welsh Avenue - Pedestrian improvements proposed include updating the existing curb ramps without detectable warnings (three of four) with perpendicular curb ramps.	Capital Improvement	Planning & Development Services / Public Works	The intersection improvements for Southwest Parkway at Welsh Avenue were completed in 2019.	✓				
Area V Traffic Impact	M6.1		Amend the Comprehensive Plan - Thoroughfare Plan to designate Montclair Avenue as a Minor Collector with a reduced right-of-way width.	Policy-based decision	Planning & Development Services	This project is included on the Thoroughfare Plan, but the costs and project scope are uncertain at this time.	✓				
	M 6.2		Amend the Comprehensive Plan - Thoroughfare Plan to reduce the designation of Fairview Avenue to a Minor Collector with a reduced right-of-way width.	Policy-based decision	Planning & Development Services	The Thoroughfare Plan was amended to designate Fairview Avenue to a 2 lane Minor Collector with the Comprehensive Plan adoption in 2021.	✓				

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Area V Traffic Impact	M 6.3		Install half-street closures on Angus Avenue, between Fairview Avenue and Montclair Avenue, allowing traffic to flow west and not east.	Capital Improvement	Planning & Development Services / Public Works	This project's timeline is dependent on the George Bush Drive and Wellborn Road TxDOT project and is therefore unknown.					✓
			Install half-street closures on Kerry Street, between Fairview Avenue and Montclair Avenue, allowing traffic to flow west and not east.	Capital Improvement	Planning & Development Services / Public Works	This project's timeline is dependent on the George Bush Drive and Wellborn Road TxDOT project and is therefore unknown.					✓
			Install half-street closures on Fidelity Street, between Fairview Avenue and Montclair Avenue, allowing traffic to flow west and not east.	Capital Improvement	Planning & Development Services / Public Works	This project's timeline is dependent on the George Bush Drive and Wellborn Road TxDOT project and is therefore unknown.					✓
			Install half-street closures on Park Place, between Fairview Avenue and Montclair Avenue, allowing traffic to flow west and not east.	Capital Improvement	Planning & Development Services / Public Works	This project's timeline is dependent on the George Bush Drive and Wellborn Road TxDOT project and is therefore unknown.					✓
Bicycle & Pedestrian in Constrained Areas	M 7.1		Amend Bicycle, Pedestrian, and Greenways Master Plan to remove the proposed sidewalks on the following street sections from the Plan: Village Drive (east of Glade Street), Old Jersey Street, and Park Place (from Timber Street to Dexter Drive).	Policy-based decision	Planning & Development Services	The Bicycle, Pedestrian, and Greenways Master Plan was amended and removed the proposed sidewalks from Village Drive (east of Glade Street), Old Jersey Street, and Park Place (from Timber Street to Dexter Drive).	✓				
	M 7.2		Amend the Bicycle, Pedestrian, and Greenways Master Plan to remove the proposed multi-use path that is shown at the rear of lots between Dexter Drive and Suffolk Avenue.	Policy-based decision	Planning & Development Services	The Bicycle, Pedestrian, and Greenways Master Plan was amended to remove the proposed multi-use path shown between Dexter Drive and Suffolk Avenue.	✓				
Neighborhood Identity	PF&S 1.1		Explore way-finding and identification signage options that promote a sense of place.	Project / Program	Planning & Development Services	Neighborhood identification signage was installed using the Neighborhood Matching Grant Program (24 signs)	✓				
	PF&S 1.2		Replace removed Billy Goat Bridge sign in Brison Park to bring back a piece of history to the neighborhood.	Capital Improvement	Parks & Recreation	The Billy Goat Bridge sign within Brison Park was replaced in 2018.	✓				
	PF&S 1.3		Encourage neighborhood organizations to pursue common neighborhood signage for neighborhood identity. Neighborhood grant funding opportunities should be supported.	Project / Program	Neighborhood Services	Neighborhood identification signage was installed using the Neighborhood Matching Grant Program (24 signs)	✓				
Floodplain	PF&S 2.1		Promote the Adopt-A-Greenway Program to create better creek environments, aesthetics, and function.	Project / Program	Planning & Development Services	The Adopt-A-Greenway Program is promoted regularly.	✓				
	PF&S 2.2		Acquire flood-prone properties in the Southland Area that may be utilized as part of the proposed multi-use path.	Policy-based decision	Planning & Development Services	138 Southland Street was purchased in 2012 and 128 Southland Street was purchased in 2015.	✓				
	PF&S 2.3		Acquire flood-prone properties in the Redmond Terrace Area to protect the floodplain and development.	Policy-based decision	Planning & Development Services	The City was not able to acquire flood-prone properties in the Redmond Terrace Area due to lack of interest from the property owner.				✓	
Infrastructure	PF&S 3.1		Implement Water and Wastewater Master Plan by completing programmed Utility Master Plan water and wastewater upgrades.	Capital Improvement	College Station Utilities (CSU)	The Woodson Village Utility Rehabilitation Project addresses utilities in the area of Haines Drive, Glade Street, Dexter Drive, Timm Drive, Hawthorn Street, and Park Place (designed in 2019-2020, construction underway in 2021). The McCulloch Neighborhood Utility Rehabilitation Project addresses utilities in the area of Arizona Street, Phoenix Street, Carolina Street, Georgia Street, Nevada Street, Holleman Drive, and Southland Street (design underway in 2020 & 2021).		✓			
	PF&S 3.2		Evaluate open-ditch sections within the Southside Area to determine areas that are in need of reshaping or re-establishing.	Project / Program	Public Works	Public Works regularly evaluates open drainage areas and addresses the areas that need to be reshaped. Residents are also able to share any concerns and they will be addressed as well.	✓				
	PF&S 3.3		Post additional Lincoln Center splash pad signage that displays hours of operations.	Project / Program	Parks & Recreation	Additional Lincoln Center splash pad signage was posted and completed in 2012.	✓				

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Community Development	PF&S 4.1		Promote owner-occupied housing assistance programs offered by the City (down payment assistance, rental rehabilitation program, and so on).	Project / Program	Community Services	Housing assistance programs have been offered by the City and are being promoted as well beginning in 2013.	✓				
	PF&S 4.2		Partner with Code Enforcement officers to identify property owners in need of assistance and/or units in need of rehabilitation.	Project / Program	Code Enforcement	This project is currently in progress. Many houses in need of rehabilitation have been addressed by the market (purchase, demolition, and development of new housing). Information regarding rehabilitation programs is shared by word-of-mouth, through partner agencies, and through media. Staff has also participated in distributing information directly through the McCulloch subdivision and with neighborhood groups.		✓			
	PF&S 4.3		Partner with non-profit developers of affordable housing to build new homes for eligible homebuyers.	Policy-based decision	Community Services	This can be completed through partnerships with other organizations. However, the significant increase in land values has significantly limited the ability to purchase land in this neighborhood. This is not being pursued at this moment.				✓	
	PF&S 4.4		Encourage other community organizations to provide assistance for affordable housing opportunities.	Policy-based decision	Community Services	Coordinated with Habitat for Humanity for affordable housing opportunities on Carolina Street (2019).	✓				
Public Safety	PF&S 5.1		Evaluate where additional street lights may be needed and installed in the Redmond Terrace area.	Capital Improvement	College Station Utilities (CSU)	Streetlights were installed as per the guidelines at the time of development. If additional lighting is desired it will require funding and easements.	✓				
	PF&S 5.2		Evaluate existing street lights in the McCulloch & Southland Subdivisions area for effectiveness.	Capital Improvement	College Station Utilities (CSU)	This area has been investigated. The streetlight issue in this area is due to the tree coverage and the lights being decorative and therefore not producing adequate lighting. Collaboration between staff and homeowners is being established to determine the possibility of replacing the current lighting with proper streetlights.		✓			
	PF&S 5.3		Assist in the organization on Neighborhood Watch programs through the City’s Neighborhood Services and Police Department.	Project / Program	Neighborhood Services / Police	Neighborhood Watch programs were discontinued nationwide (2012-2013). The College Station Police Department created the Community Enhancement Unit in place of a Neighborhood Watch and has encouraged neighborhoods to use the Nextdoor website as a means of communication about crime and other safety concerns.	✓				
	PF&S 5.4		Develop and implement a parking monitoring program with the Neighborhood Traffic Calming Program and emergency responders to monitor parking issues and make actions.	Project / Program	Planning & Development Services / Police / Public Works / Fire	A parking monitor program is in service in certain areas and a parking flyer that includes parking regulations, ordinances, and contacts for parking issues were also created (FY 2013).	✓				
	PF&S 5.5		Utilize Code Enforcement Officers to assist in sporadic parking enforcement based on complaint patterns.	Project / Program	Code Enforcement	Code concerns received through SeeClickFix are responded to by Code Enforcement and Northgate District staff by phone or by email. Staff will continue to monitor areas that are experiencing repeated issues.	✓				
Code Enforcement	PF&S 6.1		Increase the awareness and accessibility of SeeClickFix through Neighborhood Services and the Police Department.	Project / Program	Neighborhood Services / Police	Code enforcement education program was initiated in 2013.	✓				
	PF&S 6.2		Proactive Code Enforcement in CDBG eligible areas, and Code Enforcement should remain active in other areas as well with a more strict timeline for compliance.	Project / Program	Code Enforcement	A seminar supper was dedicated to the use of SeeClickFix in FY12 and in FY13 there were three city blogs posted to promote the utilization of it. Code enforcement processes were restructured in Q3 and Q4 to optimize public transparency of issue complaints and issues to the SeeClickFix platform.		✓			
	PF&S 6.3		Create an indicator system that tracks Code Enforcement and property maintenance activity to identify frequent violations, specific properties, and time periods.	Project / Program	Code Enforcement	SeeClickFix is utilized to track all complaints received through Code Enforcement.	✓				

SOUTHSIDE AREA NEIGHBORHOOD PLAN (2012-2019)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Code Enforcement	PF&S 6.4		Develop a more robust property maintenance enforcement program to include specific training on the International Property Maintenance Code and cross-training with Police, Fire, and Utilities to identify issues.	Project / Program	Code Enforcement	This is being implemented through proactive code enforcement and is therefore on-going.		✓			
	PF&S 6.5		Utilize the Rental Registration program information to provide annual reminders to rental property residents about code requirements and notify property owners of significant enforcement activity.	Project / Program	Community Services	The Rental Registration program is a way to maintain current contact information on the owners and manager of rental property. This information, along with utility customer information, can be accessed through the Code Mobile Mapping Application for code staff to make appropriate contact when there is an issue with a property.	✓				
Neighborhood Enhancement	PF&S 7.1		Provide technical assistance to neighborhood organizations applying for neighborhood grants.	Project / Program	Neighborhood Services	Pre-Application meetings were held to explain how the grant system works (FY 2012 or 2013).	✓				
	PF&S 7.2		Identify and work with key community partners (like Big Event, Aggie Replant, and Keep Brazos Beautiful to assist with neighborhood beautification projects.	Project / Program	Neighborhood Services	Funding for beautification projects were identified through community partners such as Keep Brazos Beautiful with the assistance of the City, as well as the amendments to the Neighborhood Grant program which allows for funding for beautification projects within neighborhoods.	✓				
							46	9	0	6	25
							Total				
							86				

SOUTH KNOLL AREA PLAN (2013-2020)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Code Enforcement	NI&CC 1.1		Identify properties not meeting code.	Project / Program	Code Enforcement	This is being implemented through proactive code enforcement.	✓				
	NI&CC 1.2		Digital information packets for HOA and new residents to be emailed to rental registration contacts annually, online, and advertised City-wide if needed.	Project / Program	Neighborhood Services	The digital information packet is available online and information is sent to rental registration contacts annually after the annual update of the packet (2014).	✓				
	NI&CC 1.5		Amend the Code of Ordinances to strengthen codes that may reduce undesirable character impacts in neighborhoods.	Policy-based decision	Planning & Development Services	Certain ordinances have been revised in effort to assist staff in effective enforcement and to clarify specific requirements depending on the circumstance.	✓				
Parking Character	NI&CC 2.2		Allow residents to request on-street parking removal from one side of all streets in the South Knoll Area when a super-majority (2/3) of property owners on that street are in favor.	Regulation	Planning & Development Services / Public Works	The Joint Parking Task Force established on-street parking removal requests as being limited to issues where emergency vehicles could not pass.	✓				
	NI&CC 2.3		Amend the UDO to limit the size of allowable SF parking areas within the front portion of single-family lots. In addition, larger lots would be permitted a max of 50% of the front portion of the property to be paved or 1,000 sq ft.	Regulation	Planning & Development Services	The UDO was amended in 2017 to limit parking areas in the front yard of a single-family residence to no more than 50% of the area.	✓				
	NI&CC 2.4		Amend the UDO to require one parking space per bedroom for new single-family construction, with a max of 4 spaces required.	Regulation	Planning & Development Services	The UDO was amended in 2018 to require one parking space per bedroom for all areas designated Neighborhood Conservation on the Comprehensive Plan Future Land Use & Character Map (Ordinance 2018-4040).	✓				
	NI&CC 2.5		Amend the UDO to require rear yard parking be screened from adjacent single-family properties.	Regulation	Planning & Development Services	The UDO was amended to include Section 7.3.C.3 which provides additional requirements for rear parking screening, such as parking located behind a structure shall be screened by a solid hedge wall, fence, or wall, at least six feet in height.	✓				
Land Use Designations	NI&CC 3.1		Amend the Comprehensive Plan - Future Land Use and Character for the property located on the east side of Anderson Street between Brentwood Drive and Southwest Parkway to conform to the existing General Commercial zoning.	Policy-based decision	Planning & Development Services	This land use change to General Commercial is no longer being pursued. While the underlying zoning is General Commercial, the properties are developed as multi-family apartment complexes. There are also apartment complexes across Anderson St. The future land use classification of Neighborhood Commercial is better suited for this area.				✓	
	NI&CC 3.2		Amend the Comprehensive Plan - Future Land Use and Character for the property located to the west of Angelina Court / Augustine Court to conform to the existing land use in that area.	Policy-based decision	Planning & Development Services	The land uses were updated as a part of the 10-Year Update to the Comprehensive Plan, adopted in October 2021.	✓				
	NI&CC 3.3		Amend the Comprehensive Plan - Future Land Use and Character along the 100-year floodplain line to comply with new, more accurate engineering and flood data.	Policy-based decision	Planning & Development Services	The Natural & Open Areas land use designation within the Future Land Use & Character Map was overhauled with the 10-Year Comprehensive Plan Update in 2021. Staff used more recent FEMA 100-year floodplain data, along with flood studies from private development to refine the boundaries of this land use.	✓				
Historic Preservation	NI&CC 4.1		Work with property owners for further study in the Quimby McCoy Historic Resources Survey (2008), including a specific district in the Orr Street / Winding Road area.	Project / Program	Planning & Development Services	The City and property owners in this area had discussions regarding the Orr Street and Winding Road area. This action is no longer being pursued due to lack of consensus from the residents. Individual property owners can apply for designation through the Historical Marker Program or coordinate with neighborhoods to pursue a Neighborhood Conservation Overlay.				✓	

SOUTH KNOLL AREA PLAN (2013-2020)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Historic Preservation	NI&CC 4.2		Work with property owners for further study in the Quimby McCoy Historic Resources Survey (2008), including specific properties for potential landmarks.	Project / Program	Planning & Development Services	City staff had discussions with two neighborhood groups within this area to identify properties for potential landmarks. No action was taken due to a lack of consensus from the groups. Individual property owners can apply for designation through the Historical Marker Program or coordinate with neighborhoods to pursue a Neighborhood Conservation Overlay.				✓	
Rezoning	NI&CC 5.1		Work with property owners in the Northeast corner of Welsh Avenue and Southwest Parkway to initiate a rezoning to reflect the existing land use on the properties.	Regulation	Planning & Development Services	The property was zoned R-6 at the time the South Knoll Neighborhood Plan was created. The R-6 zoning district has since been retired but permits existing multi-family development and townhomes that meet townhouse zoning standards. This rezoning was not completed, and is no longer being pursued. The Future Land Use designation of the property was revised to Mixed Residential with the Comprehensive Plan Update in 2021, which ensures that any future rezonings would be aligned with the Mixed Residential land use category.				✓	
	NI&CC 5.2		Work with property owners in the area of the Medina Drive and Dexter Drive area to initiate rezoning to reflect the existing land use on the properties.	Regulation	Planning & Development Services	The property was zoned R-6 at the time the South Knoll Neighborhood Plan was created. The R-6 zoning district has since been retired but permits existing multi-family development and townhomes that meet townhouse zoning standards. This rezoning was not completed, and is no longer being pursued. The Future Land Use designation of the property was revised to Mixed Residential with the Comprehensive Plan Update in 2021, which ensures that any future rezonings would be aligned with the Mixed Residential land use category.				✓	
Neighborhood Associations	NI&CC 6.1		Encourage existing neighborhood groups (HOAs and NAs) to become more active.	Project / Program	Neighborhood Services	Existing neighborhood groups, such as Homeowner Associations and Neighborhood Associations, began meeting after the planning process ended. The Knoll & Lawyer Place subdivisions were two of the most active groups.	✓				
	NI&CC 6.2		Encourage the creation of Neighborhood Associations through partnering with Neighborhood Services.	Project / Program	Neighborhood Services	Neighborhood Services keeps a database of current Homeowner Association and Neighborhood Associations and regularly engages with them through events such as the Seminar Supper and through the regularly distributed Neighborhood eNewsletter email list. Several areas adopted deed restrictions in relation to the number of unrelated individuals are allowed within a single-family home.	✓				
	NI&CC 6.3		Provide staff support in the creation and leadership training for new Neighborhood Associations and HOAs.	Project / Program	Neighborhood Services	New Neighborhood Associations and Homeowner Associations leadership training was held in 2010-2011. This was stopped (2013-2014) as the number of associations outweighed the amount of staff available to run the training. The trainings have resumed in recent years with Greater Houston Community Association Institute hosting training opportunities.	✓				
	NI&CC 6.4		Support the continuation of informal and formal larger neighborhood groups resulting from the connections made during the planning process.	Project / Program	Neighborhood Services	Neighborhood groups have continued to be supported since the planning process.	✓				
	NI&CC 6.5		Support neighborhood activities such as block parties, National Night Out events, and various other events aimed at outreach, education, and getting to know one another.	Project / Program	Neighborhood Services	Neighborhood activities such as National Night Out, block parties, welcome bags, Seminar Suppers, weekly newsletters, and others have been supported by the City.	✓				
	NI&CC 6.6		Explore opportunities for a community garden that would allow neighborhood organizations to utilize public spaces like parks.	Project / Program	Community Services	Research for potential community garden opportunities was done by Community Services, but no action was taken.				✓	

SOUTH KNOLL AREA PLAN (2013-2020)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Parking - Safety	M 1.1		Conduct bi-annual emergency vehicle safety evaluations of streets identified as heavily parked. If it warrants action, the City should pursue on-street parking removal from one side of all streets with safety issues.	Project / Program	Public Works & Fire	Fire crews monitor patterns while they are out and will take picture to send to the Fire Marshall and Traffic Management Committee for consideration of parking removal. If a citizen complaint is received a unit is sent out to observe/report back and then take it to Traffic Management Committee if needed.	✓				
	M 1.2		Conduct safety evaluations upon request of homeowners & residents to ensure that parking is safe. If it warrants action, then the City should pursue on-street parking removal from a portion of the roadway.	Project / Program	Public Works & Fire	Safety evaluations are completed on a case by case basis and therefore are on-going.		✓			
	M 1.3		Remove parking from the “bends” in Caudill Street and Lawyer Street.	Policy-based decision	Public Works & Fire	Parking was removed in the “bends” in Caudill Street and Lawyer Street by the Fire Dept. in 2019.	✓				
	M 1.4		Monitor the Ridgefield cul-de-sacs for safety issues.	Project / Program	Public Works & Fire	Areas are monitored when residents reach out due to safety concerns and therefore are on-going.		✓			
	M 1.5		Install “No Parking” signs as previously approved on Guadalupe Drive, Langford Street (from Southwest Parkway to King Arthur’s Circle), and on Glade Street from Holleman Drive to Orr Street.	Policy-based decision	Public Works	This action has been completed and “No Parking” signs have been installed in the areas mentioned.	✓				
	M 1.6		Pursue an ordinance that would remove additional parking on Langford Street from King Arthur’s Circle to Guadalupe Street to facilitate a safe pedestrian and bicycle route to the high school.	Regulation	Public Works	This action has been completed.	✓				
	M 1.7		Correct confusing parking signage on Valley View Drive near Longmire Drive.	Project / Program	Public Works	The signage on Valley View Drive near Longmire Drive has been corrected.	✓				
	M 1.8		Initiate Speed awareness program utilizing radar speed signs at targeted locations, such as Glade Street, to increase awareness of the posted speed limit in neighborhood areas.	Project / Program	Public Works	Radar speed signs were acquired with the addition of a speed spy box for the Police Department.	✓				
Parking - Character	M 2.2		Allow residents to request on-street parking removal for character reasons from one side of all streets in the South Knoll Area when a super-majority of property owners on that street are in favor.	Project / Program	Public Works	On-street parking removal is evaluated and completed when warranted and is therefore on-going.		✓			
	M 2.3		Amend the UDO to limit the size of allowable SF parking areas within the front portion of single-family lots. In addition, larger lots would be permitted a max of 50% of the front portion of the property to be paved or 1,000 sq ft.	Regulation	Planning & Development Services	This was completed in 2013 with the adoption of Ordinance 2013-3522. Parking for all single-family uses (other than Southside Area V) were capped at a maximum of 50% of the area in front of the structure allotted for parking.	✓				
	M 2.4		Amend the UDO to require one parking space per bedroom for new single-family construction, with a max of 4 spaces required.	Regulation	Planning & Development Services	The UDO was revised in 2018 to require one parking space per bedroom for all areas designated Neighborhood Conservation on the Comprehensive Plan Future Land Use & Character Map (Ordinance 2018-4040).	✓				
	M 2.5		Amend the UDO to require rear yard parking be screened from adjacent single-family properties.	Regulation	Planning & Development Services	The UDO was amended to include Section 7.3.C.3 which provides additional requirements for rear parking screening, such as parking located behind a structure shall be screened by a solid hedge wall, fence, or wall, at least six feet in height.	✓				
Pedestrian Safety	M 3.1		Amend the Bicycle, Pedestrian & Greenway Master Plan- and conduct a feasibility analysis to propose sidewalks on both sides of Welsh Avenue, where possible.	Policy-based decision	Planning & Development Services	The Bicycle, Pedestrian & Greenway Master Plan was amended to include Welsh Avenue.	✓				
	M 3.2		Amend the Bicycle, Pedestrian & Greenway Master Plan - and conduct a feasibility analysis to extend the proposed sidewalk on Caudill Street and north along Winding to Holleman Drive.	Policy-based decision	Planning & Development Services	The action to amend the Bicycle, Pedestrian & Greenway Master Plan - Caudill Street & Winding has been included in the FY22 Unfunded Projects list for potential funding consideration.					✓

SOUTH KNOLL AREA PLAN (2013-2020)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Pedestrian Safety	M 3.3		Amend the Bicycle, Pedestrian & Greenway Master Plan - conduct a feasibility analysis to include a proposed sidewalk on Valley View Drive.	Policy-based decision	Planning & Development Services	This was included in the FY22 Unfunded Projects list for potential funding consideration					✓
	M 3.4		Reconstruct the sidewalk along Langford Street to be compliant with ADA standards.	Capital Improvement	Planning & Development Services / Public Works	The sidewalk along Langford Street has been reconstructed to be compliant with ADA standards.	✓				
	M 3.5		Construct a sidewalk on Guadalupe to be compliant with ADA standards.	Capital Improvement	Planning & Development Services / Public Works	The sidewalk on Guadalupe has been constructed to be compliant with ADA standards.	✓				
	M 3.6		Work with property owners to purchase a public access easement on property adjoining Arboles and Comal Circle; explore additional maintenance and lighting opportunities.	Project / Program	Planning & Development Services / Public Works	Added to the Pedestrian Plan with the 10-Year Comprehensive Plan update. This was included in the FY22 Unfunded Projects list for potential funding consideration					✓
	M 3.7		Explore Welsh Pedestrian Refuge on Welsh Ave between A&M Consolidated High School and its sports facilities in place of the existing mid-block crossing.	Capital Improvement	Planning & Development Services / Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration					✓
	M 3.8		Explore Southwest Parkway Pedestrian Refuge connecting to the Woodlands.	Capital Improvement	Planning & Development Services / Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration. This would limit the ability for left turns into development and driveway challenges.					✓
Bicycle Safety	M 4.1		Amend Bicycle, Pedestrian, and Greenways Master Plan to remove the proposed bike lane on Glade Street between Holleman Drive and Southwest Parkway and make it a bike route instead.	Policy-based decision	Planning & Development Services	The proposed bike lane on Glade Street between Holleman Drive and Southwest Parkway was changed to a proposed bike route on the Bicycle, Pedestrian, and Greenways Master Plan.	✓				
	M 4.2		Explore way-finding opportunities to direct bicycle and pedestrian traffic through the neighborhood (such as posting QR codes that link to the City's Bicycle Map online).	Project / Program	Planning & Development Services	This action has not been completed.					✓
	M 4.3		Explore opportunities to install trail way-finding signage in Bee Creek and Lemon Tree parks.	Capital Improvement	Planning & Development Services	This action has not been completed.					✓
	M 4.4		Re-stripe bike lanes on Holleman Drive.	Capital Improvement	Public Works	The bike lanes on Holleman Drive have been restriped.	✓				
	M 4.5		Bee Creek Trail grading for the future trail with sewer installation in this area.	Capital Improvement	Public Works	Bee Creek Trail grading was installed for the future trail with sewer installation.	✓				
	M 4.6		Reconstruct existing sidewalk to make it wider on Southwest Parkway to accommodate both bicycle and pedestrian traffic.	Capital Improvement	Public Works	This action has not been completed.					✓
Safety at Intersections	M 5.1		Improve pedestrian safety at Texas Avenue & Manual Drive (near Target/Outback) by connecting the existing private sidewalk to the sidewalk on Texas Avenue; explore the addition of signage, striping or markings to reduce conflicts between bicyclists and motorists.	Capital Improvement	Planning & Development Services / Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration. Easements and an approximate 5 foot sidewalk are needed to make the area more safe for pedestrians.					✓
	M 5.2		Improve pedestrian safety at Southwest Parkway & Anderson Street by installing accessible ramps and possible signage to reduce conflicts between pedestrians and motorists.	Capital Improvement	Planning & Development Services / Public Works	Included in the ADA Transition Plan; Included in FY17, FY18, and FY 2022 Unfunded Projects list for potential funding consideration.					✓

SOUTH KNOLL AREA PLAN (2013-2020)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Safety at Intersections	M 5.3		Improve bicycle safety at Southwest Parkway & North Bardell Court by exploring the addition of signage, striping or markings to reduce conflicts between bicyclists and motorists.	Capital Improvement	Planning & Development Services / Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration.					✓
Code Compliance	PF&S 1.1		Identify properties not meeting code and work with property owners to move towards compliance.	Project / Program	Code Enforcement	This is being implemented through proactive code enforcement.		✓			
	PF&S 1.2		Have HOA and new resident digital information packets posted online, emailed to rental registration contacts annually, and otherwise advertised City-wide.	Project / Program	Neighborhood Services	The digital information packet is available online and information should be sent to rental registration contacts annually after the annual update of the packet (2014).	✓				
	PF&S 1.3		Increase awareness and accessibility of SeeClickFix through Neighborhood Services and the Police Department.	Project / Program	Code Enforcement	SeeClickFix is being promoted through various mediums such as social media and community outreach.		✓			
	PF&S 1.4		Re-instate pro-active code enforcement to maintain and re-establish the single-family character.	Project / Program	Code Enforcement	Code enforcement education program was initiated in 2013.	✓				
Floodplain	PF&S 2.1		Increase awareness of the Adopt-A-Greenway Program to create better creek environments, aesthetics, and function.	Project / Program	Planning & Development Services	Awareness of the Adopt-A-Greenway Program has been increased.	✓				
Public Safety	PF&S 3.1		Evaluate where additional street lights may be needed in South Knoll.	Capital Improvement	Planning & Development Services / College Station Utilities	Streetlights were installed as per the guidelines at the time of development. If additional lighting is desired it will require funding and easements.	✓				
	PF&S 3.2		Assist in the organization of Neighborhood Watch programs through the City's Neighborhood Services and Police Department.	Project / Program	Neighborhood Services / Police	Neighborhood Watch programs were discontinued nationwide (2012-2013). The College Station Police Department created the Community Enhancement Unit in place of a Neighborhood Watch and has encouraged neighborhoods to use the Nextdoor website as a means of communication about crime and other safety concerns.	✓				
Parks & Trails	PF&S 4.1		Install bike racks at all parks.	Capital Improvement	Parks & Recreation / Planning & Development Services	This action has not been completed.					✓
	PF&S 4.2	SK1	Bee Creek Park improvements: install new bicycle racks at Adamson Lagoon, more picnic tables in the park, and benches along the trail.	Capital Improvement	Parks & Recreation	Benches, bike rack, and tables were added to Bee Creek Park in 2016.	✓				
	PF&S 4.3	SK2	Anderson Arboretum improvements: clean up and maintain the arboretum area.	Capital Improvement	Parks & Recreation	Benches, bike rack, and tables were added in 2016 to Anderson Arboretum.	✓				
	PF&S 4.4	SK3	Lemon Tree park improvements: install benches along the trail.	Capital Improvement	Parks & Recreation	Benches, bike rack, and tables were added in 2016 to Lemon Tree Park.	✓				
	PF&S 4.5	SK4	Gabbard Park improvements: install more benches, add rubber under playground equipment, and maintain the pond aerator.	Capital Improvement	Parks & Recreation	Benches, bike rack, and tables were added in 2016 to Gabbard Park.	✓				
	PF&S 4.6	SK5	Install landscaping along the Harvey Mitchell Parkway Trail.	Capital Improvement	Planning & Development Services	The construction was completed for landscaping along the Harvey Mitchell Parkway Trail from Texas Avenue to Welsh Avenue (2019).	✓				
Neighborhood Projects	PF&S 5.1		Assist neighborhood groups in identifying funding for neighborhood projects and incorporate training for organizations on developing projects that would be available for funding.	Project / Program	Neighborhood Services	City staff assisted with identifying groups (such as Keep Brazos Beautiful) in the community that could assist with funding for neighborhood projects. The Neighborhood Grant Program was overhauled (2013) and is available for neighborhoods interested in pursuing projects. A portion of the grant can be used on beautification projects.	✓				
							40	5	0	6	12
							Total				
							63				

WELLBORN COMMUNITY PLAN (2013-2023)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Zoning	CC2.1		Create Wellborn Residential Zoning Districts to implement proposed land uses (amend UDO).	Regulation	Planning & Development Services	Wellborn Estate (WE), Wellborn Restricted Suburban (WRS) zoning districts were created in 2016 with Ordinance 2016-3792.	✓				
	CC2.2		Create Wellborn Commercial Zoning District to implement proposed land use (amend UDO).	Regulation	Planning & Development Services	Wellborn Commercial (WC) zoning district was created in 2016 with Ordinance 2016-3792.	✓				
	CC2.3		Create Wellborn Business Park Zoning District to implement proposed land use that is sensitive to the rural character of the area (amend UDO).	Regulation	Planning & Development Services	The Business Park (BP) and Business Park Industrial (BPI) zoning districts were created in 2012 on a city-wide scale.				✓	
	CC3.1		Create design standards for Wellborn Commercial Zoning District that promote the rural character.	Regulation	Planning & Development Services	Wellborn Commercial (WC) zoning district was created in 2016 with Ordinance 2016-3792.	✓				
History	CC2.4		Explore opportunities for distinguishing areas of historical significance within the Wellborn Community.	Project / Program	Planning & Development Services	Distinguishing areas of historical significance would need to be neighborhood initiated. The City has resources for individual property owners to apply for designation through the Historical Marker Program, coordinate with neighborhoods to pursue a Neighborhood Conservation Overlay, or can attribute to Project HOLD (historic online library database).				✓	
Image Corridor	CC3.2		Pursue rezoning of existing developed properties to conform to the Proposed Future Land Use & Character Map (Map 2.1).	Policy-based decision	Planning & Development Services / Public Works	Private development requests for zoning changes have occurred in many areas to match the Future Land Use & Character Map designations. Wellborn Commercial is zoned along various points on Wellborn Road; Wellborn Restricted Suburban was also zoned along Royder Road.				✓	
	CC4.1, CC4.2		Create identification & notification package for Gateway elements that have details that is specific to the community. Include a Central Gateway element near the Post Office.	Project / Program	Planning & Development Services / Public Works	This action has not been completed to date, but has been included in Unfunded Project lists for potential funding consideration.					✓
Code Enforcement	CC5.1		Track code enforcement and property maintenance case activity to identify frequent violations.	Project / Program	Code Enforcement	SeeClickFix was implemented in 2014 and is the current method of monitoring enforcement. The neighborhood indicator program guidelines have been proposed to staff for comments and staff has collaborated with stakeholders for insight. Staff has also developed a property survey form which may be used to review housing/property conditions in neighborhoods.	✓				
Thoroughfares	M1.1		Amend the Thoroughfare Plan to designate Live Oak Street as a minor collector (General Suburban context). This street will connect McCullough Road to Royder Road and provide a parallel street to F.M. 2154.	Policy-based decision	Planning & Development Services	This action was completed with amendments to the Thoroughfare Plan when the plan was adopted (2013).	✓				
			Amend the Thoroughfare Plan to remove the connection from Greens Prairie Road West to McCullough Road.	Policy-based decision	Planning & Development Services	This action was completed with amendments to the Thoroughfare Plan when the plan was adopted (2013).	✓				
			Amend the Thoroughfare Plan to reclassify McCullough Road from a major collector to a minor collector (Rural context).	Policy-based decision	Planning & Development Services	This action was completed with amendments to the Thoroughfare Plan when the plan was adopted (2013).	✓				
			Amend the Thoroughfare Plan to reclassify Barron Cut-Off Road from a major collector to a minor collector (General Suburban context).	Policy-based decision	Planning & Development Services	This action was completed with amendments to the Thoroughfare Plan when the plan was adopted (2013).	✓				
			Amend the Thoroughfare Plan to realign the planned thoroughfare west of South Dowling Road to straddle the property line on the north side of the tract.	Policy-based decision	Planning & Development Services	This action was completed with amendments to the Thoroughfare Plan when the plan was adopted (2013).	✓				
			Amend the Thoroughfare Plan to reclassify the planned thoroughfare west of South Dowling Road from a four lane major arterial to a major collector (Rural context).	Policy-based decision	Planning & Development Services	This action was completed with amendments to the Thoroughfare Plan when the plan was adopted (2013).	✓				

WELLBORN COMMUNITY PLAN (2013-2023)											
STRATEGY	ACTION #	MAP #	ACTION ITEM	TASK TYPE	CITY DEPARTMENT	ACTION UPDATE	ACTION STATUS				
							COMPLETE	IN-PROGRESS	DESIGNED OR FUNDED	NO LONGER PURSUING	INCOMPLETE
Thoroughfares	M1.1		Amend the Thoroughfare Plan to reclassify the planned Greens Prairie Road extension west of F.M. 2154 from a minor collector to a major collector (Rural context).	Policy-based decision	Planning & Development Services	This action was completed with amendments to the Thoroughfare Plan when the plan was adopted (2013).	✓				
			Amend the Thoroughfare Plan to reclassify street contexts for F.M. 2154, McCullough Road, South Dowling Road, and Koppe Bridge Road to incorporate an appropriate rural street cross-section.	Policy-based decision	Planning & Development Services	This action was completed with amendments to the Thoroughfare Plan when the plan was adopted (2013).	✓				
	M1.2, M8.2	W1	Coordinate with Public Works on Public Facility Maintenance for roadways, markers, and signage for vehicular and bicycle networks.	Capital Improvement	Public Works	The City provided a two course seal coat for the following gravel roads and streets: McCullough Road, Church Street, Madison Street, Live Oak Street, and Royder Road. Public Works includes lane stripes and bicycle markers when restriping a street with bike lanes which is part of their striping maintenance plan for street bike lanes (2012).	✓				
	M2.1		Approach the railroad about the relocation of S. Dowling & F.M. 2154 R.R. Crossing to align w/ Greens Prairie Road West.	Capital Improvement	Planning & Development Services / Public Works	This project is no longer being pursued. The railroad crossing at S. Dowling Road is now proposed to be relocated to the realigned Royder Road location.				✓	
	M2.2		Conduct Intersection Study & Improvements: South Dowling Road and F.M. 2154.	Capital Improvement	Planning & Development Services / Public Works	This location is no longer being pursued as the railroad crossing at S. Dowling Road is now proposed to be relocated to the realigned Royder Road location.				✓	
		W2	Conduct Intersection Study and Improvements: Greens Prairie Trail (now Road) and F.M. 2154.	Capital Improvement	Planning & Development Services / Public Works	Greens Prairie Trail (now Road) was a capital project from Wellborn Road to Royder Road. It now includes bike lanes and sidewalks (funded 2015, construction 2015-2017, completed in 2017).	✓				
	M3.1	W3	Rehabilitate Royder Road from Greens Prairie Road West to Greens Prairie Trail.	Capital Improvement	Planning & Development Services / Public Works	Royder Road was realigned and widened from the north of Backwater Drive to Wellborn Road as a major collector. It now includes bike lanes and sidewalks on both sides (designed 2018, constructed 2019-2021, completed 2021).	✓				
			Rehabilitate Greens Prairie Road West [now Victoria Ave.] from F.M. 2154 to Greens Prairie Trail [now new segment of Woodlake Dr. to new Greens Prairie Road].	Capital Improvement	Planning & Development Services / Public Works	The existing project for Victoria Avenue portion is under design and the portion of Woodlake Drive between Victoria Avenue and Woodlake Drive does not have a project (minor collector, approx. 2700 feet). This is included in the Unfunded Projects master list (Nov. 2021).		✓			
		W4	Rehabilitate Greens Prairie Trail from F.M. 2154 to Greens Prairie Road.	Capital Improvement	Planning & Development Services / Public Works	Greens Prairie Trail was widened to 4-lane minor arterial with bike lanes from F.M. 2154 to Royder Road as well as shared-use paths on both sides from Royder Road to the City limits.	✓				
			Rehabilitate Live Oak Street (rehabilitation and extension of Live Oak).	Capital Improvement	Planning & Development Services / Public Works	This was included in the FY22 Unfunded Projects list for potential funding consideration. The existing Live Oak rehabilitation is approximately 1270 ft, with an extension of 650-feet.					✓
Bicycle & Pedestrian	M5.1		Amend the Bicycle, Pedestrian, and Greenways Master Plan for Bike/Ped facilities: (1) add sidewalks along Live Oak Street from McCullough Road to Greens Prairie Road West; (2) Remove proposed sidewalk from the connection of Greens Prairie Road West and McCullough Road; (3) Remove the proposed sidewalk along I&GN Road; (4) Remove the proposed sidewalk along South Dowling Road.	Policy-based decision	Planning & Development Services	This action was completed with adoption of the Bicycle, Pedestrian, and Greenways Master Plan.	✓				

WELLBORN COMMUNITY PLAN (2013-2023)										
Bicycle & Pedestrian	M7.1		Amend the Bicycle, Pedestrian, and Greenways Master Plan for Bike facilities: (1) add bike route along Live Oak Street, from its intersection with McCullough Road and Greens Prairie Road West; (2) remove bike lanes along South Dowling Road and change to bike routes; (3) remove bike lanes along I&GN Road and change to bike route; (4) remove bike lanes along McCullough Road; (5) Remove bike route along F.M. 2154, but explore opportunities when road is widened; (5) remove proposed bike lanes from the connection of Greens Prairie Road West to McCullough Road.	Policy-based decision	Planning & Development Services	This action was completed with adoption of the Bicycle, Pedestrian, and Greenways Master Plan.	✓			
	M8.1		Add Live Oak Street bike route signage	Capital Improvement	Planning & Development Services / Public Works	This action is not complete, but has been included on the Bicycle Plan under the Bike Route Proposed category.				✓
			Add South Dowling Road bike route signage	Capital Improvement	Planning & Development Services / Public Works	This action is not complete, but has been included on the Bicycle Plan under the Bike Facility Proposed category (east of I&GN) .				✓
			Add Koppe Bridge Road bike route signage	Capital Improvement	Planning & Development Services / Public Works	This action is not complete, but had been included on Bicycle Plan under the Bike Route Proposed category.				✓
	M9.1		Identify opportunities to expand funding sources beyond general funds and bonds to facilitate bicycle and pedestrian improvements.	Policy-based decision	Planning & Development Services	This action has not been completed.				✓
							18	1	0	5
							Total			
							30			



CITY OF COLLEGE STATION
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September 22, 2022
Item No. 9.4.
Shared Housing

Sponsor: Michael Ostrowski, Director of Planning and Development

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations," Section 6.3 "Types of Use," Section 6.4 "Specific Use Standards," Article 7, "General Development Standards," Section 7.2 "General Provisions," Section 7.3 "Off-Street Parking Standards," Section 7.6 "Landscaping and Tree Protection," Section 7.7 "Buffer Requirements," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the creation of a new use called Shared Housing.

Relationship to Strategic Goals:

- Neighborhood Integrity

Recommendation(s): The Planning and Zoning Commission heard this item at their 9/1/22 meeting and unanimously recommended approval. Staff also recommends approval.

Summary: City staff presented at two City Council workshops (5/27/2021 and 4/28/2022) on options to preserve neighborhood character / integrity. One of the items coming out of the workshops was to address issues relating to the increasing number of properties that are redeveloping into a Shared Housing type use, which may not be compatible with the other residential uses within the area. To address the concerns, one of the first steps is to define the use within the Unified Development Ordinance (UDO). Therefore, staff is proposing to create a use and related definition for Shared Housing. Shared Housing, also known as "Stealth Dorms" or "Ag Shacks" are uses that typically facilitate allowing more than four unrelated persons within a structure, which exceeds the definition of Family. However, because the structures are currently categorized as single-family, they have been allowed to develop as single-family within residential neighborhoods.

The following is a list of changes/additions being proposed:

- Section 6.3 – Add Shared Housing to the use table, and make it a permitted use within the MF – Multi-Family and Northgate districts. The intent would also be to make them a permitted use within the MH – Middle Housing district once it is created.
- Section 6.3 – Remove the Northgate High-Density Dwelling Unit as the Shared Housing use would replace it.
- Section 7.2 – Require that structures with Shared Housing uses would be subject to the Low-Density Residential Height Protection requirements.
- Section 7.3 – Set the parking standards for Shared Housing uses to one per room that are at least 70 s.f. in area, excluding a kitchen, a living room, and a laundry room. The Administrator may also exclude additional rooms, but not below the number of bedrooms.
- Section 7.7 – Require Shared Housing uses to buffer to lower classification uses or zoning districts.

- Section 11.2 – Remove the Northgate High Density Dwelling Unit definition, as it is being replaced by the Shared Housing use.
- Section 11.2 – Add a definition for Shared Housing, to be as follows:

Shared Housing: A dwelling unit that is designed or intended to be used for the purpose of housing more than four unrelated persons. Such use may be identified by a combination, but not necessarily all, of the following characteristics:

- A dwelling unit containing more than four bedrooms or able to house more than four people using other rooms such as dens, offices, game rooms, or alike that have the potential to be used for sleeping purposes in accordance with the International Residential Code (IRC) definition of habitable space;
- A dwelling unit containing a similar bedroom to bathroom parity in excess of four;
- A dwelling unit containing a high quantity of bathrooms, usually in excess of four, of which most can only be accessed through a bedroom or other room such as a den, office, or game room;
- A dwelling unit that is in excess of one story;
- The property where the dwelling unit is located does not contain a garage;
- The property where the dwelling unit is located contains a parking area that will allow parking in excess of four vehicles; and/or
- The property where the dwelling unit is located is within two (2) miles of a campus of higher education.

The Administrator shall determine whether the characteristics presented are that of a shared housing or other type of use.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance - Shared Housing
2. UDO - Section 6.3 - Types of Uses - Changes
3. UDO - Article 7 - General Development Standards - Changes
4. UDO - Section 11.2 - Defined Terms - Changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 6, "USE REGULATIONS," SECTION 6.3 "TYPES OF USE," ARTICLE 7, "GENERAL DEVELOPMENT STANDARDS," SECTION 7.2 "GENERAL PROVISIONS," SECTION 7.3 "OFF-STREET PARKING STANDARDS," SECTION 7.7 "BUFFER REQUIREMENTS," ARTICLE 11, "DEFINITIONS," SECTION 11.2 "DEFINED TERMS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO SHARED HOUSING; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations," Section 6.3 "Types of Use," Article 7, "General Development Standards," Section 7.2 "General Provisions," Section 7.3 "Off-Street Parking Standards," Section 7.7 "Buffer Requirements," Article 11, "Definitions," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", and Exhibit "E"** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 22nd day of September, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, "Unified Development Ordinance," Article 6, "Use Regulations," Section 6.3 "Types of Use" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 6.3. Types of Use.

- A. Uses of land or structures which are not expressly listed in the Use Table as permitted uses (P), permitted uses subject to specific use standards (P*), or conditional uses (C) in a zoning district or planned development are prohibited uses and shall not be established in that district or planned development.
- B. The Administrator shall determine whether or not an unlisted use, that is otherwise prohibited, as stated above should be processed. In doing so, the Administrator shall utilize purpose statements adopted herein in conjunction with the applicable zoning district, and consideration of the following criteria:
 - 1. The actual or anticipated characteristics of the activity in relationship to known characteristics of similar projects in standard planning practice;
 - 2. The relative amount of site area, floor space, and equipment;
 - 3. Relative volumes of sales from each activity;
 - 4. The customer type for each activity;
 - 5. The relative number of employees in each activity;
 - 6. Hours of operation;
 - 7. Building and site arrangement;
 - 8. Vehicles used with the activity and the relative number of vehicle trips generated by the use; and
 - 9. How the use advertises itself.
- C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. Permitted Uses.

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. Permitted Uses Subject to Specific Standards.

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 6.4, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.

3. Conditional Uses.

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 6.4, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

USE TABLE	Residential Districts												Non-Residential Districts								Retired Districts						Design Districts						
Specific Uses	R	WE	E	WRS	RS	GS	T**	D**	MF**	MU**	MHP**	P-MUD**	O	SC	WC	GC	CI	BP	BPI	CU	NAP	R-1B	R-4**	R-6**	C-3**	M-1	M-2	R&D**	WPC**	NG-1**	NG-2**	NG-3**	
KEY:P = Permitted by Right; P* = Permitted Subject to Specific Use Standards C = Conditional Use; ** = District with Supplemental Standards (refer to Article 5)																																	
RESIDENTIAL																																	
Assisted Living/Residential Care Facility													P	P		P																	
Boarding and Rooming House									P			P											P	P									P
Extended Care Facility/Convalescent /Nursing Home									P			P		P		P	P						P	P					P				
Dormitory									P	P		P											P	P							P	P	P
Duplex								P				P											P	P									
Fraternity/Sorority									P														P	P							P	P	P
Manufactured Home	P*		P*								P*																						
Mixed-Use Structure									P	P		P																		P	P	P	P
Multi-Family									P	P		P											P	P						C ₁	P	P	P
Multi-Family built prior to January 2002									P	P													P	P						P	P	P	P
Shared Housing									P																						P	P	P
Single-Family Detached	P	P	P	P	P	P	P	P				P										P											
Single-Unit Dwelling									P																								
Townhouse							P		P			P											P	P									P
Two-Unit Dwelling									P																								
Live-Work Unit													P*	P*																			
PUBLIC, CIVIC AND INSTITUTIONAL																																	
Educational Facility, College and University																				P													

Educational Facility, Indoor Instruction									P	P		P	P	P	P	P								P				P	P	P	P
Educational Facility, Outdoor Instruction	P	C	C									P			P	P	P														
Educational Facility, Primary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Educational Facility, Tutoring									P	P		P	P	P	P	P	P											P	P	P	P
Educational Facility, Vocational/Trade												P	P			P	P	P	P							P	P				
Governmental Facilities	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P*	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P*
Health Care, Hospitals															P	P															
Health Care, Medical Clinics									P	P			P	P	P	P	P								P					P	P
Parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Places of Worship	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P
COMMERCIAL, OFFICE AND RETAIL																															
Agricultural Use, Barn or Stable for Private Stock	P	P	P																												
Agricultural Use, Farm or Pasturage	P	P	P																												
Agricultural Use, Farm Product Processing	P																														
Animal Care Facility, Indoor									P	P		P	P	P	P	P	P							P				P	P	P	
Animal Care Facility, Outdoor	P*															P															
Art Studio/Gallery									P	P		P	P	P	P	P								P				P	P	P	P
Car Wash																P*															
Commercial Garden/Greenhouse /Landscape Maint.	P*															P*	P*	P*	P*								P*				
Commercial Amusements									P	P		P		C	C	P*	P*							C				P	P	P	

Conference/Convention Center									P	P		P				P	P												P	P	P	
Country Club	P	P	P	P	P	P						P				P	P					P										
Day Care, Commercial									P	P	C	P	P	P	P	P							C	C	P					P	P	P
Drive-in/thru window														P*		P													C		P*	
Dry Cleaners and Laundry									P	P		P*	P*	P	P*	P	P								P*				P*	P*	P*	P*
Fraternal Lodge												P				P	P													P	P	P
Fuel Sales												P*				P*								P*			P					
Funeral Homes																P	P	P									P					
Golf Course or Driving Range	P*											P*				P*	P*															
Health Club/Sports Facility, Indoor									P	P		P		P	P	P	P							P					P	P	P	P
Health Club/Sports Facility, Outdoor									P	P*		P				P	P												P	P*	P	
Hotels	C ²								P	P		P		P		P													P	P	P	
Mobile Food Court									C ₄	C ₄		C ₄				C ₄													C ₄	C ₄	C ₄	
Night Club, Bar or Tavern									C	C		C				C													C	P	P	
Offices									P	P		P	P	P	P	P	P	P	P					P	P	P	P	P	P	P	P	P
Parking as a Primary Use										P		P	C			P	P											P		P*		
Personal Service Shop									P	P		P	P	P	P	P								P				P	P	P	P	
Printing/Copy Shop									P	P		P	P	P	P	P	P	P	P					P				P	P	P		
Radio/TV Station/Studios									P	P		P	P			P	P	P	P					P	P	P				P*		
Recreational Vehicle (RV) Park	C ³															C ₃																
Restaurants									P	P		P		P*	P*	P									P*				P	P	P	P*
Retail Sales - Single Tenant over 50,000 SF										P						P															P	
Retail Sales and Service									P	P		P		P*	P*	P*	P*							P				P	P	P	P	

Retail Sales and Service - Alcohol											C		P				P*	P*									P					C	P	P	
Sexually Oriented Business (SOB)	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*			P*	P*	P*	P*	P*		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	
Shooting Range, Indoor													P				P	P		P											P				
Theater											P	P					P															P	P	P	P
Retail Sales, Manufactured Homes																				P										P*					
Storage, Self Service															P*	P*	P	P		P								P*		P					
Vehicular Sales, Rental, Repair and Service																	P*	P*		P										P*					
Wholesales/Services																	P*	P*	P	P									P	P					
INDUSTRIAL AND MANUFACTURING																																			
Bulk Storage Tanks/Cold Storage Plant																		P		P										P					
Micro-Industrial																	P*	P*		P												P*	P*		
Industrial, Light																		P	P	P									P	P	P				
Industrial, Heavy																				P										P					
Recycling Facility - Large																		P*		P										P					
Salvage Yard																				P*										P*					
Scientific Testing/Research Laboratory																		P	P	P									P		P				
Storage, Outdoor - Equipment or Materials																		P	P*	P									P	P					
Truck Stop/Freight or Trucking Terminal																				P										P					
Utility	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	
Warehousing/Distribution																		P	C	P									P	P					
Waste Services																				P										P					
Wireless Telecommunication	P*												P*	P*			P*	P*	P*	P			P*					P*	P*	P*	P*	P*	P*	P*	

Exhibit B

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.2 "General Provisions," Subsection H "Low-Density Residential Height Protection" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 7.2. General Provisions.

H. Low-Density Residential Height Protection.

1. Purpose.

The purpose of low-density residential height protection is to help mitigate negative visual impacts of higher-density residential and non-residential uses on adjacent, low-density residential uses and districts. This is accomplished by regulating the height of such higher-density residential or any non-residential uses when adjacent to low-density residential uses and districts.

2. Applicability.

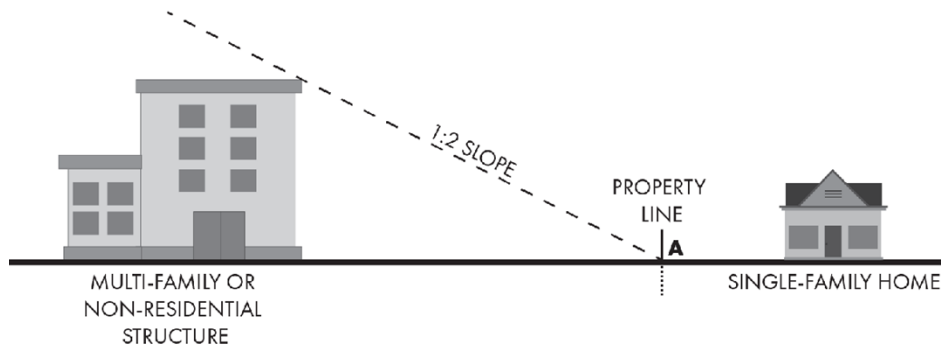
- a. This subsection shall apply to all multifamily structures, structures with Shared Housing uses, and nonresidential structures to be constructed or reconstructed in any way that would increase the building height as defined in Section 11.2 Defined Terms of this UDO, on property adjacent to a detached single-family, manufactured home park, or townhouse use or district.
- b. Unless otherwise stated in this UDO, the regulations herein shall not apply to any of the following:
 1. Structures located in NG, RDD, and P-MUD zoning districts;
 2. Utility structures such as elevated water storage tanks and electrical transmission lines;
 3. Individual architectural structures such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building where such structure does not occupy more than thirty-three (33) percent of the surface area of the roof;
 4. Residential radio/television receiving antennas;
 5. When the detached single family, manufactured home park or townhome use on the adjacent tract is nonconforming;
 6. When the use on the adjacent tract is agricultural; or
 7. Developments designed to be mixed use or that are within areas where it has been identified that redevelopment is appropriate, as shown on the Future Land Use and Character Map of the City's Comprehensive Plan. Such developments at the periphery of the mixed use area or area identified as

appropriate for redevelopment shall meet the terms of Low-Density Residential Height Protection, when applicable.

3. Slope Requirement.

- a. Multi-family structures, structures with Shared Housing uses, and non-residential structures shall remain under an imaginary line formed by a 1:2 slope as illustrated by the inclined plane in the graphic below, where 'A' is located at the property line shared with a detached single-family, manufactured home park or townhouse use or district.

When the adjacent lot is one dedicated by plat for detention or open area and is not buildable for a detached single-family house, townhouse, or manufactured home or residential amenity, the measurement shall be taken from the closest property line shared with a buildable detached single-family, townhouse, or manufactured home lot.



- b. In addition to the height limitations set forth above in this subsection, the following additional height limitations apply in WC Wellborn Commercial zoning:
 1. No building may exceed two (2) stories;
 2. Maximum eave height shall be twenty-four (24) feet;
 3. Maximum overall height to peak of roof shall be thirty-five (35) feet;
 4. Any structure with an eave height over fifteen (15) feet will be constructed to resemble a two-story facade;
 5. Buildings located closest to detached single-family, manufactured home park or townhouse use or district and that are within fifty (50) feet of the property line are limited to one-story in height with an eave maximum of twelve (12) feet; and
 6. An eave maximum of fourteen (14) feet in height is permitted when mechanical equipment is housed within a mezzanine.

Exhibit C

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.3 "Off-Street Parking Standards," Subsection H "Number of Off-Street Parking Spaces Required" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 7.3. Off-Street Parking Standards.

H. Number of Off-Street Parking Spaces Required.

In computing the number of parking spaces required, the following rules shall govern:

1. Parking requirements based on square footage shall be based upon the gross floor area, unless otherwise stated. Service areas such as mechanical rooms, restrooms, and closets shall be included in the calculation of "gross floor area" for determining required parking spaces;
2. Where fractional spaces result in computing required parking spaces, the required number of spaces must be increased to the nearest whole number. At least one (1) parking space must be provided unless otherwise specified in this UDO;
3. The parking space requirements for a use not specifically listed shall be the same as those for the most similar to the proposed use, as determined by the Administrator;
4. Whenever a building or use constructed or established after the effective date of this UDO is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or otherwise, parking requirements shall be met on the basis of the enlargement or change. Whenever a building or use existing prior to the effective date of this UDO is enlarged, the enlarged building or increased use shall then and thereafter comply with the parking requirements set forth herein;
5. At the time of construction, redevelopment, or when an addition to the number of existing bedrooms is completed, all single-family and townhouse uses shall come into compliance with the minimum off-street parking requirements. Garages that meet minimum dimensional standards may be counted towards parking requirements;
6. Where requirements are established on the basis of the number of seats, such requirements shall be based on the seating capacity as determined by the Building Official;
7. Where a manufacturing/industrial use has more than one (1) working shift of employees, parking shall be provided to accommodate overlap requirements during transition periods; and
8. The Design Review Board may waive parking space requirements in the Northgate and Wolf Pen Creek districts if the development meets the goals of the master plan for the respective district.

MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/Unit	Plus Spaces For:
Assisted Living/Residential Care Facility	As determined by the Administrator*****		
Airport	As determined by the Administrator*****		
Banks	250 s.f.	Floor area over 500 s.f.: 1.0	
Bowling Alley	As Determined by the Administrator*****		
Bus Depot	As Determined by the Administrator*****		
Car Wash (Self-Serve)	Wash Bay	1.0	1.0 space per vacuum bay
Church	Seat	0.33*	
Convalescent Home/Hospital	Bed	0.5	
Duplex Dwelling:			
1 & 2 Bedroom	DU	2.0	
3+ Bedroom	BR	1.0	
Dormitory	Bed	0.75	
Day Care Center	250 s.f.	Floor area over 500 s.f.: 1.0	
Fraternal Lodge	75 s.f.	Floor area over 150 s.f.: 1.0	
Fraternity/Sorority House	Person	1.0	1/30 s.f. meeting room
Freight Station	As Determined by the Administrator*****		
Funeral Parlor	Seat	0.33	
Furniture Sales, Freestanding	350 s.f.	Floor area over 700 s.f.: 1.0	
Golf Driving Range	Tee Station	1.0	
Health Club/Sports Facility	As Determined by the Administrator*****		
Gasoline and Fuel Service	300 s.f.	1.0	
Group Housing	BR	2.0	As Determined by the Administrator
Health Studio	150 s.f.	Floor area over 300 s.f.: 1.0	
Hospital	As Determined by the Administrator*****		
Hotel/Motel	DU	1.0	1/200 s.f. meeting room
HUD-Code Manu. Home	DU	2.0	
Laundry	150 s.f.	Floor area over 300 s.f.: 1.0	
Live-Work Unit	250 s.f. of non-residential portion of structure	Floor area over 250 s.f.: 1.0	1/BR, Residential DU
Motor Vehicle Sales/Service:			
Office/Sales Area	250 s.f.	1.0	

Service Area	200 s.f.	1.0	
Medical or Dental Clinic			
< 20,000 s.f.	200 s.f.	Floor area over 400 s.f.: 1.0	
Mixed-Use Structure****	250 s.f. of non-residential portion of structure	Floor area over 500 s.f.: 1.0	1/BR, including residential DU and hotel/motel DU
Multi-Family Dwelling:			
1 Bedroom	BR	1.5	
2+ Bedroom	BR	1.0	
Night Club	50 s.f.	1.0	
Office Building	250 s.f.	Floor area over 500 s.f.: 1.0	
Personal Service Shop	250 s.f.	Floor area over 500 s.f.: 1.0	
Priv. School or Comm. Studio	100 s.f.	Floor area over 200 s.f.: 1.0	
Retail Sales & Service:			
GC, SC, WC, C-3	250 s.f.	Floor area over 500 s.f.: 1.0	
CI	350 s.f.	Floor area over 700 s.f.: 1.0	
Restaurant (w/o drive-through)	65 s.f.	Floor area over 130 s.f.: 1.0	
Restaurant (w/drive-through)	100 s.f.	Floor area over 200 s.f.: 1.0	
Rooming/Boarding House	Person	1.0	
Sales Display	250 s.f.	Floor area over 500 s.f.: 1.0	
Shared Housing	Rooms at least 70 s.f. in area, excluding a kitchen, a living room, and a laundry room. The Administrator may also exclude additional rooms, but not below the number of BRs.	1.0	

Single-Family Dwelling ^{***}	BR	1.0 ^{***} Minimum of 2, Maximum of 4	1.0/Accessory Living Quarter
Single-Unit Dwelling	BR	1.0	
Shopping Center ^{**} :			
GC, SC, WC, C-3	250 s.f.	1.0	
CI	350 s.f.	1.0	
Townhouse ^{***}	BR	1.0 ^{***} Minimum of 2, Maximum of 4	
Theater	Seat	0.25	
Truck Terminal	As Determined by the Administrator ^{*****}		
Two-Dwelling Unit	BR	1.0	
Veterinary Clinic	300 s.f.	Floor area over 600 s.f.: 1.0	
Warehouse	1,000 s.f.	1.0	

"s.f." = square footage. "DU" = Dwelling Unit. "BR" = Bedroom.

- * Overflow parking above required parking spaces may be grassed rather than paved. All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.
- ** The minimum number of parking spaces for a shopping center shall be calculated at a rate of 1:250 in GC SC, or WC, and 1:350 in CI regardless of the composing uses unless otherwise determined by the Administrator that such composing uses require a modification to the applicable requirements.
- *** For areas designated Neighborhood Conservation on the Comprehensive Plan's Future Land Use and Character Map there shall be no maximum number of parking spaces.
- **** Mixed-Use structures in the MU Mixed-Use and MF Multi-Family districts.
- ***** When determining the required off-street parking requirements for the uses noted above, the Administrator shall consider the anticipated traffic demand, traffic circulation, and surrounding conditions. The Administrator may also consider information provided by the applicant that demonstrates the proposed number of off-street parking spaces is adequate for the proposed use and has been successfully employed in other locations.

Exhibit D

That Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.7 "Buffer Requirements" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 7.7. Buffer Requirements.**A. Purpose.**

The purpose of buffer requirements, which generally include a buffer yard, plantings, and a fence or wall, is to provide a visual barrier between different zoning districts and to help mitigate any negative impacts of adjacent land uses on developed or developing properties. A buffer should visibly separate one (1) use from another and shield or block noise, glares, or other nuisances.

B. Applicability.

1. Perimeter buffers shall be provided on building plots abutting developed or developing sites in accordance with the standards of this Section, as outlined in Section 7.7.F, Minimum Buffer Standards. The following shall provide buffers:
 - a. Vacant sites that develop;
 - b. Existing sites when additions, expansions, and/or redevelopments equal or are greater than twenty-five (25) percent of the existing improvements;
 - c. Existing sites when cumulative additions, expansions, and/or redevelopments total twenty-five (25) percent or more of the existing improvements;
 - d. Existing sites when a change of use intensifies the development in terms of elements such as traffic, processes, noise, water or air pollution, etc.;
 - e. Existing sites with lawfully established nonconforming uses when the use is expanded; and
 - f. Sexually-oriented businesses.
2. Exceptions to the terms of this Section will be made when:
 - a. The adjacent developed use is nonconforming;
 - b. The adjacent developed use is agricultural;
 - c. The Land Use Plan designates the area as Redevelopment;
 - d. The property is zoned P-MUD or PDD and the buffer requirement was determined through the rezoning process;
 - e. The developing use is a Primary or Secondary Educational Facility containing a building with a Group "E" occupancy as defined in the International Building Code; or
 - f. Properties in NG and RDD districts.

Per Ordinance No. 3280 (September 9, 2010)

- g. The required buffer yard is adjacent to FEMA designated 100-year floodplain or residential common area, with approval by the Administrator.

C. Relationship to Other Landscaping Standards.

All buffer requirements shall be included on a development's Landscaping Plan. Landscaping provided to meet the buffer landscaping standards of this Section may not be counted towards meeting a project's landscape point requirements. The area of a site dedicated to a perimeter buffer shall not be included in calculating a site's minimum landscaping point requirements.

D. Location.

The buffer shall abut property boundaries shared with less intense uses or zoning districts as shown in Section 7.7.F, Minimum Buffer Standards. In the event that a property abuts a less intense use and a less intense zoning district, the more stringent buffer shall be required along the shared boundary.

E. Permitted Uses.

1. A buffer yard may be used for passive recreation or stormwater management. It may contain pedestrian, bike, or equestrian trails provided that:
 - a. No plant material is eliminated;
 - b. The total width of the buffer yard is maintained; and
 - c. All other regulations of this Section are met.
2. No active recreation area, storage of materials, parking, driveways, or structures, except for approved pedestrian, bike or equestrian trails and necessary utility boxes and equipment, shall be located within the buffer yard.
3. Pedestrian access through a perimeter fence or wall and buffer yard may be provided at the abutting resident's, homeowners association's, or the Administrator's option to provide convenient pedestrian access to nonresidential uses such as commercial areas or schools.

F. Minimum Buffer Standards.

The buffer requirements are designed to permit and encourage flexibility in the widths of buffer yards, the number of plants required in the buffer yard, and opaque screens. Standard buffer requirements are depicted in the table below. The numbers shown are the required buffer widths.

DEVELOPING USE (Classification)	ABUTTING PARCEL* (Use more restrictive of the zoning or the developed use.)		
	Single-Family Residential (ii)	Multi-Family Residential (i)	Non- Residential (iii)
Single-family (ii)	N/A	N/A	N/A
Multi-Family (i) (iii)	10' (1)	N/A	N/A
Office	10' (1)	N/A	N/A
Commercial ***	15' (2)	10' (1)	N/A

Industrial	25' (2)	15' (2)	5'
Business Park	50' (2)	15' (2)	5'
Business Park - Industrial	50' (2)	30' (2)	10'**
SOB	50' (2)	50' (2)	50' (2)

(i) Includes duplexes and Shared Housing uses.

(ii) Includes manufactured homes, mobile homes, manufactured home parks, and townhouses.

(iii) Includes commercial and other non-residential uses developed in the MF Multi-Family district.

* When an abutting parcel is vacant and zoned R Rural, the Administrator shall use the future land use of the property as designated on the Comprehensive Land Use Plan in lieu of the zoning category in determining the buffer requirement.

** When an abutting parcel is zoned BP Business Park or BPI Business Park Industrial, the buffer width shall be reduced to five feet (5').

*** When a developing parcel is zoned WC Wellborn Commercial and adjacent to single-family, the buffer width shall be twenty (20) feet with a fence.

(1) Fence

(2) Wall

1. **Buffer Yards.**

- a. Buffer yards shall be measured from the common property line and may be located within established building setbacks.
- b. Where utility or drainage easements or other similar situations exists in the required buffer yard, the buffer yard may be reduced by the width of the easement; however, an additional five (5) feet may be required beyond the width of the easement in these situations to allow for the required plantings and fence or wall. All new plantings and irrigation shall be located outside of the easement. The Administrator has the discretion to allow a required fence or wall within the easement.
- c. In WC Wellborn Commercial:
 1. Buffer required plantings shall be doubled along property lines adjacent to single-family residential zoning or land use. In lieu of a fence, plantings may be tripled.
 2. When adjacent to single-family use, zoning, or future Land Use and Character designation, a buffer wall is required for the length of any adjacent parking, loading areas, or dumpster uses (including required maneuvering space).
- d. In BP Business Park, required buffer plantings shall be doubled along property lines adjacent to single-family residential zoning or development.

- e. In BPI Business Park Industrial, required buffer plantings shall be doubled along property lines adjacent to any zoning district or use other than BP Business Park or BPI Business Park Industrial.
- f. In MF Multi-Family and MU Mixed-Use, buffer yards shall only be required along the perimeter of the development, unless otherwise exempted in this Section. No buffer yards are required between uses contained within the development.

2. **Plantings.**

- a. If a fence or wall is not required per the table above, the following plantings shall be installed in the buffer yard:
 - 1. A minimum of one (1) five-gallon shrub at a minimum of three (3) feet in height per three (3) linear feet of landscaping buffer; and
 - 2. A minimum of one (1) two-inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer.
- b. If a fence or wall is required per the table above, the following plantings shall be installed in the buffer yard, unless expressly provided for otherwise in this UDO:
 - 1. A minimum of one (1) 1.25-inch caliper non-canopy tree per fifteen (15) linear feet of landscaping buffer. The Administrator may allow the substitution of a minimum of one (1) five-gallon shrub at a minimum of three (3) feet in height per three (3) linear feet of landscaping buffer for the non-canopy tree requirement, or may require the substitution to mitigate potential negative impacts of a development; and
 - 2. A minimum of one (1) two-inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer.
- c. All buffer yard landscaping areas not dedicated to trees or shrubs shall be landscaped with grass, ground cover, or other appropriate landscape treatment in accordance with Section 7.6.C.3, Landscaping and Tree Protection.
- d. Fifty (50) percent of all required shrubs within the buffer yard shall be evergreen.
- e. Plant materials shall show a variety of texture, color, shape, and other characteristics. Recommended buffer materials can be found in the College Station Plant List or in those listed as appropriate for Zone 8 on the USDA Hardiness Zone Map.
- f. The arrangement of trees and shrubs in the buffer area shall be done in a manner that provides a visual separation between abutting land uses. Shrubs shall be massed in rows or groups to achieve the maximum screening effect.
- g. Irrigation is required for all new plantings.
- h. Existing vegetation may count toward the planting requirement if:
 - 1. The vegetation is in good health and the landscaping plan verifies that it will meet the plantings criteria listed above (non-point trees may count towards a natural buffer); and

2. The vegetation is protected in accordance with Section 7.6.C.2.c, Landscaping and Tree Protection, of this UDO.
 - i. Plantings will not be allowed to encroach into a required visibility triangle for a public or private right-of-way except as provided for in Section 7.2.C, Visibility at all Intersections in All Districts.
3. **Fences and Walls.**
 - a. Fences may be solid wood or solid wood accented by masonry, stone, EIFS (Exterior Insulation and Finish System), or concrete columns. Walls may be masonry, stone, EIFS, concrete, or a combination of these materials, and shall be finished on both sides (framing not visible). Walls and masonry columns for fences must meet the footing standards prescribed by the Building Code for such structures.
 - b. Fences and walls shall be a minimum of six (6) feet in height and a maximum of eight (8) feet. Walls over six (6) feet must obtain a building permit. When the adjacent property and the buffer yard are at different elevations, the Administrator may require a greater fence or wall height to ensure adequate buffering.
 - c. Fences and walls shall be placed within one (1) foot of the common boundary line when physically possible. In the event that there is a physical constraint that will not allow the construction of a fence on the common boundary line (including, but not limited to, the existence of a creek, access easement, or existing vegetation), the Administrator may authorize an alternative fence location.
 - d. Fences or walls will not be allowed to encroach into a required visibility triangle for a public or private right-of-way.
4. **Substitutions.**
 - a. Existing natural vegetation may be used in lieu of plantings and a fence or wall under the following circumstances:
 1. The existing vegetation consists of canopy and non-canopy trees which are shown through a tree survey to meet the minimum buffer planting requirements (non-point trees may be considered) and is of sufficient density to provide one hundred (100) percent opacity to a height of six (6) feet; and
 2. The vegetation is protected in accordance with Section 7.6.C.2.c, Landscaping and Tree Protection, of this UDO.
 - b. Fences and walls may be substituted with a solid plant or hedge wall that is greater than six (6) feet in height with approximately one hundred (100) percent opacity. All shrubs planted for a hedge wall must be a minimum of fifteen (15) gallons each. The solid plant or hedge wall must be evergreen and may not be counted towards meeting the buffer planting requirement.
 - c. Fences and walls may be substituted with a landscaped earthen berm if the combination of berm and landscaping is not less than six (6) feet in height from the elevation at the property line with approximately one hundred (100) percent opacity. The berm plantings must be evergreen and may not be counted towards

meeting the buffer planting requirement. Berms must be a minimum of four (4) feet in height with a maximum slope of 3:1. Berms in excess of six (6) feet in height shall have a maximum slope of 4:1 as measured from the exterior property line.

- d. The required height of fences or walls may be reduced if used in combination with an earthen berm or a landscaped earthen berm if the height of the screening is six (6) feet from the elevation at the property line with approximately one hundred (100) percent opacity. The berm plantings must be evergreen and may not be counted towards meeting the buffer planting requirement.
- e. Walls may be substituted with fences if the required buffer yard area and plantings are doubled.
- f. Walls and fences may be omitted if the required buffer yard area and plantings are tripled.
- g. Walls and fences may be omitted if two (2) rows of evergreen plantings (minimum six (6) feet in height at time of planting) are provided to create a solid screen along the common property line.
- h. Buffer plantings may be reduced by half if providing a wall where a fence is required.

G. Maintenance and Replacement.

- 1. Upon installation or protection of required landscape materials, appropriate measures shall be taken to ensure their continued health and maintenance. Required landscape areas and buffers shall be free of garbage and trash, weeds, pests, and disease. Required plant materials that do not remain healthy shall be replaced consistently with these provisions.
- 2. All landscaping materials and/or fences, walls, or berms shall be maintained by the owner(s) of the property that was required to install such landscaping materials and/or fences, walls, or berms under this Section.
- 3. Any canopy tree removed or otherwise destroyed by the willful act or negligence of the property owner, tenant, or contractor shall be replaced by a tree of the same or larger caliper.

H. Appeals.

- 1. Appeals of the terms of this Section, with the exception of Section G, Maintenance and Replacement, shall be to the Design Review Board (DRB).
- 2. An appeal shall be made within thirty (30) days of the date of the notification of the decision by filing with the Administrator a notice of appeal specifying the grounds thereof.
- 3. The DRB may authorize on appeal alternative buffer standards for a specific property or a waiver to the Buffer Requirements of this Section when such standards or variance will not be contrary to the public interest where, owing to unique and special conditions not normally found in like areas, a strict enforcement of the provisions of

the ordinance by the Administrator would result in unnecessary hardship, and so that the spirit of this Section shall be observed and substantial justice done.

Exhibit E

That Appendix A, "Unified Development Ordinance," Article 11, "Definitions," Section 11.2 "Defined Terms" of the Code of Ordinances of the City of College Station, Texas, is hereby amended by making changes to the following definitions:

1. By adding the following definition:

Shared Housing: A dwelling unit that is designed or intended to be used for the purpose of housing more than four unrelated persons. Such use may be identified by a combination, but not necessarily all, of the following characteristics:

- (1) A dwelling unit containing more than four bedrooms or able to house more than four people using other rooms such as dens, offices, game rooms, or alike that have the potential to be used for sleeping purposes in accordance with the International Residential Code (IRC) definition of habitable space;
- (2) A dwelling unit containing a similar bedroom to bathroom parity in excess of four;
- (3) A dwelling unit containing a high quantity of bathrooms, usually in excess of four, of which most can only be accessed through a bedroom or other room such as a den, office, or game room;
- (4) A dwelling unit that is in excess of one story;
- (5) The property where the dwelling unit is located does not contain a garage;
- (6) The property where the dwelling unit is located contains a parking area that will allow parking in excess of four vehicles; and/or
- (7) The property where the dwelling unit is located is within two (2) miles of a campus of higher education.

The Administrator shall determine whether the characteristics presented are that of a shared housing or other type of use.

2. By deleting the following definition:

Northgate High-Density Dwelling Unit: A residential structure providing complete, independent living facilities for three (3) or more households, living independently of each other and including permanent provisions for living, sleeping, cooking, eating, and sanitation in each unit. Households in a Northgate High-Density Dwelling Unit allows more than four (4) but not greater than six (6) unrelated individuals, when one (1) bedroom is provided per each unrelated individual.

Sec. 6.3. Types of Use.

- A. Uses of land or structures which are not expressly listed in the Use Table as permitted uses (P), permitted uses subject to specific use standards (P*), or conditional uses (C) in a zoning district or planned development are prohibited uses and shall not be established in that district or planned development.
- B. The Administrator shall determine whether or not an unlisted use, that is otherwise prohibited, as stated above should be processed. In doing so, the Administrator shall utilize purpose statements adopted herein in conjunction with the applicable zoning district, and consideration of the following criteria:
 - 1. The actual or anticipated characteristics of the activity in relationship to known characteristics of similar projects in standard planning practice;
 - 2. The relative amount of site area, floor space, and equipment;
 - 3. Relative volumes of sales from each activity;
 - 4. The customer type for each activity;
 - 5. The relative number of employees in each activity;
 - 6. Hours of operation;
 - 7. Building and site arrangement;
 - 8. Vehicles used with the activity and the relative number of vehicle trips generated by the use; and
 - 9. How the use advertises itself.

C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

- 1. **Permitted Uses.**
A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.
- 2. **Permitted Uses Subject to Specific Standards.**
A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 6.4, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.
- 3. **Conditional Uses.**
A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 6.4, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

[Click here to access a PDF version of the Use Table.](#)

USE TABLE	Residential Districts												Non-Residential Districts										Retired Districts							Design Districts						
Specific Uses	R	WE	E	WRS	RS	GS	T**	D**	MF**	MU**	MHP**	P-MUD**	O	SC	WC	GC	CI	BP	BPI	CU	NAP	R-1B	R-4**	R-6**	C-3**	M-1	M-2	R&D**	WPC**	NG-1**	NG-2**	NG-3**				
KEY:P = Permitted by Right; P* = Permitted Subject to Specific Use Standards C = Conditional Use; ** = District with Supplemental Standards (refer to Article 5)																																				
RESIDENTIAL																																				
Assisted Living/Residential Care Facility													P	P		P																				
Boarding and Rooming House									P			P											P	P									P			
Extended Care Facility/Convalescent/Nursing Home									P			P		P		P	P						P	P						P						
Dormitory									P	P		P											P	P							P	P	P			
Duplex								P				P											P	P												
Fraternity/Sorority									P														P	P						P	P	P				
Manufactured Home	P*		P*								P*																									
Mixed-Use Structure									P	P		P																	P	P	P	P				
Multi-Family									P	P		P											P	P					C ¹	P	P	P				
Multi-Family built prior to January 2002									P	P													P	P					P	P	P	P				
Northgate High-Density Dwelling Unit																														P	P	P				
Shared Housing									P																					P	P	P				
Single-Family Detached	P	P	P	P	P	P	P	P				P										P														
Single-Unit Dwelling									P																											
Townhouse								P	P			P											P	P								P				
Two-Unit Dwelling									P																											
Live-Work Unit													P*	P*																						
PUBLIC, CIVIC AND INSTITUTIONAL																																				

Educational Facility, College and University																				P															
Educational Facility, Indoor Instruction									P	P		P	P	P	P	P	P							P					P	P	P	P			
Educational Facility, Outdoor Instruction	P	C	C									P			P	P	P																		
Educational Facility, Primary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P	P	P	P	P	P	P	P	P	P
Educational Facility, Tutoring									P	P		P	P	P	P	P	P													P	P	P	P		
Educational Facility, Vocational/Trade												P	P			P	P	P	P								P	P							
Governmental Facilities	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P*	P*	P	P	P	P	P			P*	P*	P*	P	P	P	P	P	P	P	P	P*	
Health Care, Hospitals																P	P																		
Health Care, Medical Clinics									P	P			P	P	P	P	P							P							P	P			
Parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Places of Worship	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P	P*	P	P	P	P	P			P*	P*	P*	P	P	P	P	P	P	P	P	P	P
COMMERCIAL, OFFICE AND RETAIL																																			
Agricultural Use, Barn or Stable for Private Stock	P	P	P																																
Agricultural Use, Farm or Pasturage	P	P	P																																
Agricultural Use, Farm Product Processing	P																																		
Animal Care Facility, Indoor									P	P		P	P	P	P	P	P							P					P	P	P				
Animal Care Facility, Outdoor	P*																P																		
Art Studio/Gallery									P	P		P	P	P	P	P								P					P	P	P	P			
Car Wash																P*																			
Commercial Garden/Greenhouse/Landscape Maint.	P*															P*	P*	P*	P*								P*								
Commercial Amusements									P	P		P		C	C	P*	P*							C					P	P	P				
Conference/Convention Center									P	P		P				P	P												P	P	P				
Country Club	P	P	P	P	P	P						P				P	P						P												
Day Care, Commercial									P	P	C	P	P	P	P	P								C	C	P						P	P	P	

Drive-in/thru window										P	P			P*		P																C		P*	
Dry Cleaners and Laundry									P	P		P*	P*	P	P*	P	P										P*					P*	P*	P*	P*
Fraternal Lodge												P				P	P																P	P	P
Fuel Sales												P*				P*										P*			P						
Funeral Homes																P	P	P											P						
Golf Course or Driving Range	P*											P*				P*	P*																		
Health Club/Sports Facility, Indoor									P	P		P		P	P	P	P										P					P	P	P	P
Health Club/Sports Facility, Outdoor									P	P*		P				P	P															P	P*	P	
Hotels	C ²								P	P		P		P		P																P	P	P	
Mobile Food Court									C ⁴	C ⁴		C ⁴				C ⁴																C ⁴	C ⁴	C ⁴	
Night Club, Bar or Tavern									C	C		C				C																C	P	P	
Offices									P	P		P	P	P	P	P	P	P	P								P	P	P	P	P	P	P	P	
Parking as a Primary Use										P		P	C			P	P															P		P*	
Personal Service Shop									P	P		P	P	P	P	P											P					P	P	P	P
Printing/Copy Shop									P	P		P	P	P	P	P	P	P	P								P					P	P	P	
Radio/TV Station/Studios									P	P		P	P			P	P	P	P								P	P	P					P*	
Recreational Vehicle (RV) Park	C ³															C ³																			
Restaurants									P	P		P		P*	P*	P											P*					P	P	P	P*
Retail Sales - Single Tenant over 50,000 SF										P						P																		P	
Retail Sales and Service									P	P		P		P*	P*	P*	P*										P					P	P	P	P
Retail Sales and Service - Alcohol										C		P				P*	P*										P					C	P	P	
Sexually Oriented Business (SOB)	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*			P*	P*	P*	P*	P*					P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	
Shooting Range, Indoor												P				P	P		P													P			
Theater									P	P		P				P																P	P	P	P
Retail Sales, Manufactured Homes																			P																
Storage, Self Service														P*	P*	P	P		P								P*		P						

Vehicular Sales, Rental, Repair and Service																	P*	P*		P															
Wholesales/Services																	P*	P*	P	P								P	P						
INDUSTRIAL AND MANUFACTURING																																			
Bulk Storage Tanks/Cold Storage Plant																		P		P										P					
Micro-Industrial																	P*	P*		P												P*	P*		
Industrial, Light																		P	P	P								P	P	P					
Industrial, Heavy																				P									P						
Recycling Facility - Large																		P*		P									P						
Salvage Yard																					P*									P*					
Scientific Testing/Research Laboratory																		P	P	P								P		P					
Storage, Outdoor - Equipment or Materials																		P	P*	P								P	P						
Truck Stop/Freight or Trucking Terminal																					P								P						
Utility	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	
Warehousing/Distribution																			P	C	P							P	P						
Waste Services																					P									P					
Wireless Telecommunication Facilities - Intermediate	P*											P*	P*				P*	P*	P*	P		P*					P*	P*	P*	P*	P*	P*	P*	P*	
Wireless Telecommunication Facilities-Major	C									P*			C				C	C	C	P		C				C	C	P*	C						
Wireless Telecommunication Facilities-Unregulated	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P		P	P	P	

** District with Supplemental Standards (Refer to Article 5).

¹ Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

² Hotels only allowed when accessory to a Country Club development and are limited to a maximum of fifteen (15) rooms.

³ Refer to Section 6.4.Z "Recreational Vehicles Park Standards (RV Parks)" for Specific Use Standards.

⁴ Refer to Section 6.4. AC "Mobile Food Courts" for Specific Use Standards.

Per Ordinance No. 3243 (April 22, 2010) Per Ordinance No. 3271 (August 26, 2010) Per Ordinance No. 3280 (September 9, 2010) Per Ordinance No. 2011-3312 (January 27, 2011)

(Ord. No. 2012-3449 , Pt. 1(Exh. G), 9-27-2012; Ord. No. 2012-3450 , Pt. 1(Exh. D), 9-27-2012; Ord. No. 2013-3510 , Pt. 1(Exh. A), 7-25-2013; Ord. No. 2013-3521 , Pt. 1(Exh. H), 9-12-2013; Ord. No. 2014-3624 , Pt. 1(Exh. G), 12-18-2014; Ord. No. 2015-3655 , Pt. 1(Exh. A), 4-23-2015; Ord. No. 2015-3708 , Pt. 1(Exh. B), 10-8-2015; Ord. No. 2016-3792 , Pt. 1(Exh. D), 7-28-2016; Ord. No. 2017-3931 , Pt. 1(Exh. A), 9-11-2017; Ord. No. 2018-3999 , Pt. 1(Exh. C), 4-12-2018)

Article 7. General Development Standards

The following general development standards shall apply to all zoning districts, except where expressly stated to apply to, or exclude, specific districts.

Sec. 7.2. General Provisions.

H. Low-Density Residential Height Protection.

1. Purpose.

The purpose of low-density residential height protection is to help mitigate negative visual impacts of higher-density residential and non-residential uses on adjacent, low-density residential uses and districts. This is accomplished by regulating the height of such higher-density residential or any non-residential uses when adjacent to low-density residential uses and districts.

2. Applicability.

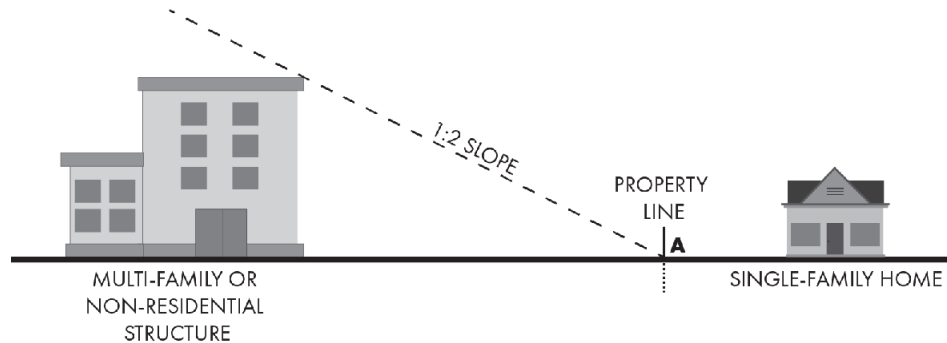
- a. This subsection shall apply to all multifamily structures, structures with Shared Housing uses, and nonresidential structures to be constructed or reconstructed in any way that would increase the building height as defined in Section 11.2 Defined Terms of this UDO, on property adjacent to a detached single-family, manufactured home park, or townhouse use or district.
- b. Unless otherwise stated in this UDO, the regulations herein shall not apply to any of the following:
 1. Structures located in NG, RDD, and P-MUD zoning districts;
 2. Utility structures such as elevated water storage tanks and electrical transmission lines;
 3. Individual architectural structures such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building where such structure does not occupy more than thirty-three (33) percent of the surface area of the roof;
 4. Residential radio/television receiving antennas;
 5. When the detached single family, manufactured home park or townhome use on the adjacent tract is nonconforming;
 6. When the use on the adjacent tract is agricultural; or
 7. Developments designed to be mixed use or that are within areas where it has been identified that redevelopment is appropriate, as shown on the Future Land Use and Character Map of the City's Comprehensive Plan. Such developments at the periphery of the mixed use area or area identified as appropriate for redevelopment shall meet the terms of Low-Density Residential Height Protection, when applicable.

3. Slope Requirement.

- a. Multi-family structures, structures with Shared Housing uses, and non-residential structures shall remain under an imaginary line formed by a 1:2 slope as illustrated by the inclined plane in the

graphic below, where 'A' is located at the property line shared with a detached single-family, manufactured home park or townhouse use or district.

When the adjacent lot is one dedicated by plat for detention or open area and is not buildable for a detached single-family house, townhouse, or manufactured home or residential amenity, the measurement shall be taken from the closest property line shared with a buildable detached single-family, townhouse, or manufactured home lot.



- b. In addition to the height limitations set forth above in this subsection, the following additional height limitations apply in WC Wellborn Commercial zoning:
 1. No building may exceed two (2) stories;
 2. Maximum eave height shall be twenty-four (24) feet;
 3. Maximum overall height to peak of roof shall be thirty-five (35) feet;
 4. Any structure with an eave height over fifteen (15) feet will be constructed to resemble a two-story facade;
 5. Buildings located closest to detached single-family, manufactured home park or townhouse use or district and that are within fifty (50) feet of the property line are limited to one-story in height with an eave maximum of twelve (12) feet; and
 6. An eave maximum of fourteen (14) feet in height is permitted when mechanical equipment is housed within a mezzanine.

Sec. 7.3. Off-Street Parking Standards.

H. Number of Off-Street Parking Spaces Required.

In computing the number of parking spaces required, the following rules shall govern:

1. Parking requirements based on square footage shall be based upon the gross floor area, unless otherwise stated. Service areas such as mechanical rooms, restrooms, and closets shall be included in the calculation of "gross floor area" for determining required parking spaces;
2. Where fractional spaces result in computing required parking spaces, the required number of spaces must be increased to the nearest whole number. At least one (1) parking space must be provided unless otherwise specified in this UDO;
3. The parking space requirements for a use not specifically listed shall be the same as those for the most similar to the proposed use, as determined by the Administrator;
4. Whenever a building or use constructed or established after the effective date of this UDO is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or

otherwise, parking requirements shall be met on the basis of the enlargement or change. Whenever a building or use existing prior to the effective date of this UDO is enlarged, the enlarged building or increased use shall then and thereafter comply with the parking requirements set forth herein;

5. At the time of construction, redevelopment, or when an addition to the number of existing bedrooms is completed, all single-family and townhouse uses shall come into compliance with the minimum off-street parking requirements. Garages that meet minimum dimensional standards may be counted towards parking requirements;
6. Where requirements are established on the basis of the number of seats, such requirements shall be based on the seating capacity as determined by the Building Official;
7. Where a manufacturing/industrial use has more than one (1) working shift of employees, parking shall be provided to accommodate overlap requirements during transition periods; and
8. The Design Review Board may waive parking space requirements in the Northgate and Wolf Pen Creek districts if the development meets the goals of the master plan for the respective district.

MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/Unit	Plus Spaces For:
Assisted Living/Residential Care Facility	As determined by the Administrator*****		
Airport	As determined by the Administrator*****		
Banks	250 s.f.	Floor area over 500 s.f.: 1.0	
Bowling Alley	As Determined by the Administrator*****		
Bus Depot	As Determined by the Administrator*****		
Car Wash (Self-Serve)	Wash Bay	1.0	1.0 space per vacuum bay
Church	Seat	0.33*	
Convalescent Home/Hospital	Bed	0.5	
Duplex Dwelling:			
1 & 2 Bedroom	DU	2.0	
3+ Bedroom	BR	1.0	
Dormitory	Bed	0.75	
Day Care Center	250 s.f.	Floor area over 500 s.f.: 1.0	
Fraternal Lodge	75 s.f.	Floor area over 150 s.f.: 1.0	
Fraternity/Sorority House	Person	1.0	1/30 s.f. meeting room
Freight Station	As Determined by the Administrator*****		
Funeral Parlor	Seat	0.33	
Furniture Sales, Freestanding	350 s.f.	Floor area over 700 s.f.: 1.0	
Golf Driving Range	Tee Station	1.0	
Health Club/Sports Facility	As Determined by the Administrator*****		
Gasoline and Fuel Service	300 s.f.	1.0	
Group Housing	BR	2.0	As Determined by the Administrator
Health Studio	150 s.f.	Floor area over 300 s.f.: 1.0	
Hospital	As Determined by the Administrator*****		

Hotel/Motel	DU	1.0	1/200 s.f. meeting room
HUD-Code Manu. Home	DU	2.0	
Laundry	150 s.f.	Floor area over 300 s.f.: 1.0	
Live-Work Unit	250 s.f. of non-residential portion of structure	Floor area over 250 s.f.: 1.0	1/BR, Residential DU
Motor Vehicle Sales/Service:			
Office/Sales Area	250 s.f.	1.0	
Service Area	200 s.f.	1.0	
Medical or Dental Clinic			
< 20,000 s.f.	200 s.f.	Floor area over 400 s.f.: 1.0	
Mixed-Use Structure****	250 s.f. of non-residential portion of structure	Floor area over 500 s.f.: 1.0	1/BR, including residential DU and hotel/motel DU
Multi-Family Dwelling:			
1 Bedroom	BR	1.5	
2+ Bedroom	BR	1.0	
Night Club	50 s.f.	1.0	
Office Building	250 s.f.	Floor area over 500 s.f.: 1.0	
Personal Service Shop	250 s.f.	Floor area over 500 s.f.: 1.0	
Priv. School or Comm. Studio	100 s.f.	Floor area over 200 s.f.: 1.0	
Retail Sales & Service:			
GC, SC, WC, C-3	250 s.f.	Floor area over 500 s.f.: 1.0	
CI	350 s.f.	Floor area over 700 s.f.: 1.0	
Restaurant (w/o drive-through)	65 s.f.	Floor area over 130 s.f.: 1.0	
Restaurant (w/drive-through)	100 s.f.	Floor area over 200 s.f.: 1.0	
Rooming/Boarding House	Person	1.0	
Sales Display	250 s.f.	Floor area over 500 s.f.: 1.0	

<u>Shared Housing</u>	<u>Rooms at least 70 s.f. in area, excluding a kitchen, a living room, and a laundry room. The Administrator may also exclude additional rooms, but not below the number of BRs.</u>	<u>1.0</u>	
Single-Family Dwelling***	BR	1.0*** Minimum of 2, Maximum of 4	1.0/Accessory Living Quarter
Single-Unit Dwelling	BR	1.0	
Shopping Center** :			
GC, SC, WC, C-3	250 s.f.	1.0	
CI	350 s.f.	1.0	
Townhouse***	BR	1.0*** Minimum of 2, Maximum of 4	
Theater	Seat	0.25	
Truck Terminal	As Determined by the Administrator****		
Two-Dwelling Unit	BR	1.0	
Veterinary Clinic	300 s.f.	Floor area over 600 s.f.: 1.0	
Warehouse	1,000 s.f.	1.0	

"s.f." = square footage. "DU" = Dwelling Unit. "BR" = Bedroom.

* Overflow parking above required parking spaces may be grassed rather than paved. All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.

** The minimum number of parking spaces for a shopping center shall be calculated at a rate of 1:250 in GC SC, or WC, and 1:350 in CI regardless of the composing uses unless otherwise determined by the Administrator that such composing uses require a modification to the applicable requirements.

*** For areas designated Neighborhood Conservation on the Comprehensive Plan's Future Land Use and Character Map there shall be no maximum number of parking spaces.

**** Mixed-Use structures in the MU Mixed-Use and MF Multi-Family districts.

***** When determining the required off-street parking requirements for the uses noted above, the Administrator shall consider the anticipated traffic demand, traffic circulation, and surrounding conditions. The Administrator may also consider information provided by the applicant that demonstrates the proposed number of off-street parking spaces is adequate for the proposed use and has been successfully employed in other locations.

Sec. 7.7. Buffer Requirements.

F. Minimum Buffer Standards.

The buffer requirements are designed to permit and encourage flexibility in the widths of buffer yards, the number of plants required in the buffer yard, and opaque screens. Standard buffer requirements are depicted in the table below. The numbers shown are the required buffer widths.

DEVELOPING USE (Classification)	ABUTTING PARCEL* (Use more restrictive of the zoning or the developed use.)		
	Single-Family Residential (ii)	Multi-Family Residential (i)	Non-Residential (iii)
Single-family (ii)	N/A	N/A	N/A
Multi-Family (i) (iii)	10' (1)	N/A	N/A
Office	10' (1)	N/A	N/A
Commercial ***	15' (2)	10' (1)	N/A
Industrial	25' (2)	15' (2)	5'
Business Park	50' (2)	15' (2)	5'
Business Park - Industrial	50' (2)	30' (2)	10' **
SOB	50' (2)	50' (2)	50' (2)

(i) Includes duplexes and Shared Housing uses.

(ii) Includes manufactured homes, mobile homes, manufactured home parks, and townhouses.

(iii) Includes commercial and other non-residential uses developed in the MF Multi-Family district.

* When an abutting parcel is vacant and zoned R Rural, the Administrator shall use the future land use of the property as designated on the Comprehensive Land Use Plan in lieu of the zoning category in determining the buffer requirement.

** When an abutting parcel is zoned BP Business Park or BPI Business Park Industrial, the buffer width shall be reduced to five feet (5').

*** When a developing parcel is zoned WC Wellborn Commercial and adjacent to single-family, the buffer width shall be twenty (20) feet with a fence.

(1) Fence

(2) Wall

Sec. 11.2. Defined Terms.

Northgate District definitions (applicable only to development in Northgate):

Redevelopment: The revision or replacement of an existing land use or existing site through the acquisition or consolidation, and the clearance and rebuilding of this area according to the Northgate Redevelopment Plan.

Site Development: Any excavation, landfill or land disturbance, including new construction, reconstruction, relocation, or change of use. For the purposes of the Northgate Districts only, site development includes installation of walls, accessory structures, and other similar additions.

Rehabilitation: The process of returning a structure to a state of utility, through repair or alteration, which make possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural value.

Façade Work: The removal, or replacement, substitution or change of any material or architectural element on the exterior face of a building, which includes, but is not limited to, painting, material change, awning or canopy replacement, signage, or other permanent visible façade treatment.

Minor Site/Building Projects: The addition, maintenance, and/or replacement of minor building or site elements, including such actions related to storage building(s), screening, fencing, and refuse containers. This also includes requests for changes in service for dumpster and other refuse receptacles.

~~**Northgate High-Density Dwelling Unit:** A residential structure providing complete, independent living facilities for three (3) or more households, living independently of each other and including permanent provisions for living, sleeping, cooking, eating, and sanitation in each unit. Households in a Northgate High-Density Dwelling Unit allows more than four (4) but not greater than six (6) unrelated individuals, when one (1) bedroom is provided per each unrelated individual.~~

Shared Housing: A dwelling unit that is designed or intended to be used for the purpose of housing more than four unrelated persons. Such use may be identified by a combination, but not necessarily all, of the following characteristics:

- A dwelling unit containing more than four bedrooms or able to house more than four people using other rooms such as dens, offices, game rooms, or alike that have the potential to be used for sleeping purposes in accordance with the International Residential Code (IRC) definition of habitable space;
- A dwelling unit containing a similar bedroom to bathroom parity in excess of four;
- A dwelling unit containing a high quantity of bathrooms, usually in excess of four, of which most can only be accessed through a bedroom or other room such as a den, office, or game room;
- A dwelling unit that is in excess of one story;
- The property where the dwelling unit is located does not contain a garage;
- The property where the dwelling unit is located contains a parking area that will allow parking in excess of four vehicles; and/or
- The property where the dwelling unit is located is within two (2) miles of a campus of higher education.

The Administrator shall determine whether the characteristics presented are that of a shared housing or other type of use.

September 22, 2022

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board, Brazos County Health Dept., Brazos Appraisal District, Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, College Station History Sub-Committee, Compensation and Benefits Committee, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Regional Mobility Authority Board, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None