APPENDIX A – CUSTOMIZED MARKET PACKAGES

APPENDIX A

LIST OF FIGURES

APPENDIX A

LIST OF FIGURES

APPENDIX A

LIST OF FIGURES

APPENDIX A

LIST OF FIGURES

Figure A1 – ATMS01 – Network Surveillance:
City of Bryan Traffic Operations Center

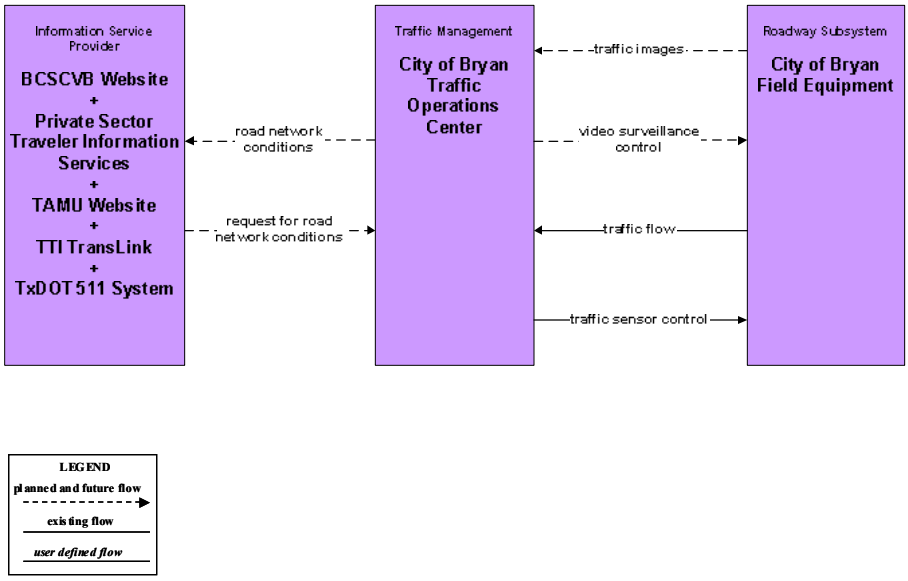


Figure A2 – ATMS01 – Network Surveillance:
City of College Station Traffic Operations Center

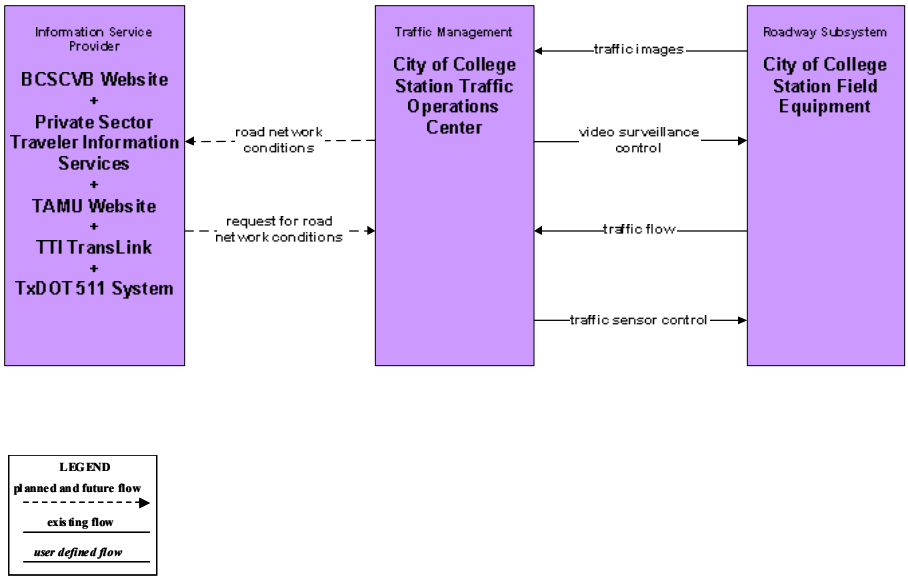


**Figure A3 – ATMS01 – Network Surveillance:
TxDOT Bryan District Office**

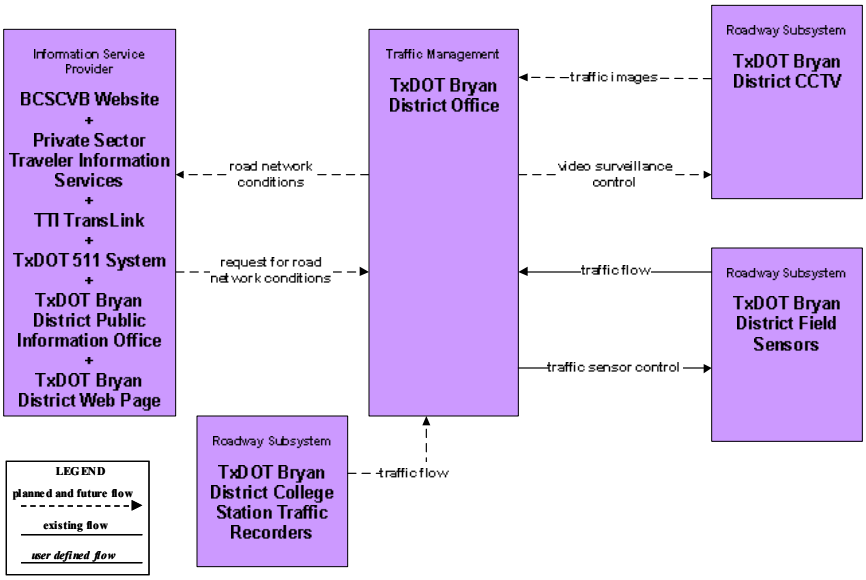


**Figure A4 – ATMS01 – Network Surveillance:
Municipal Traffic Operations Center**

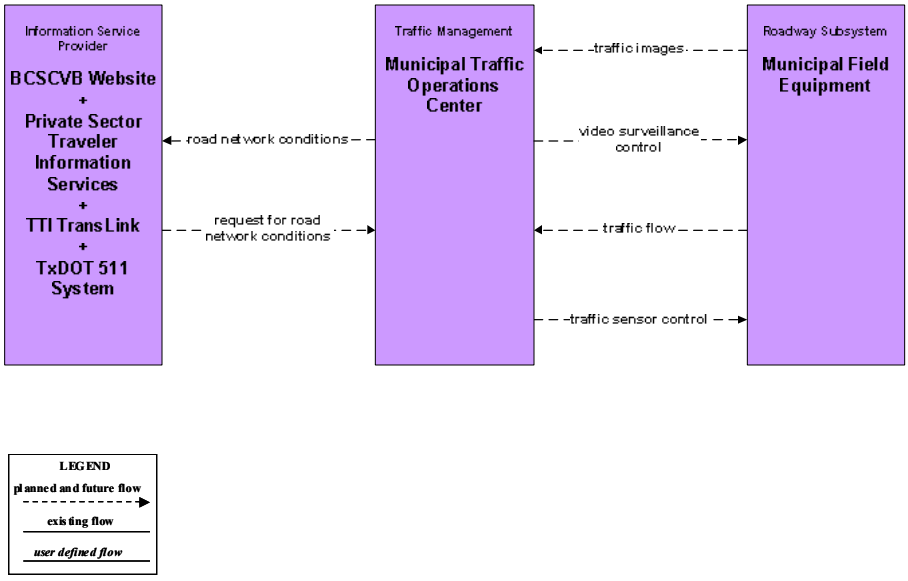


**Figure A5 – ATMS01 – Network Surveillance:
TTI TransLink**

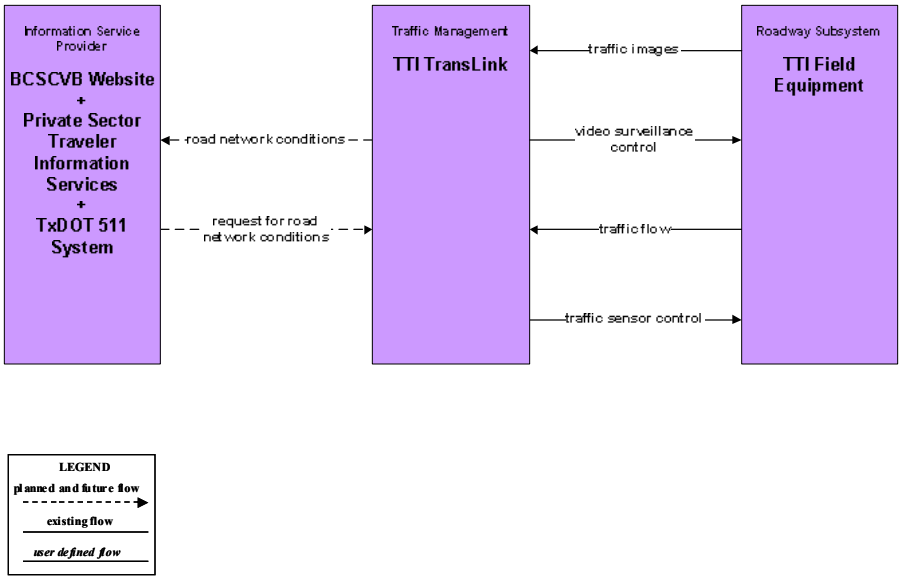


**Figure A6 – ATMS01 – Network Surveillance:
TAMU Traffic Management Center**

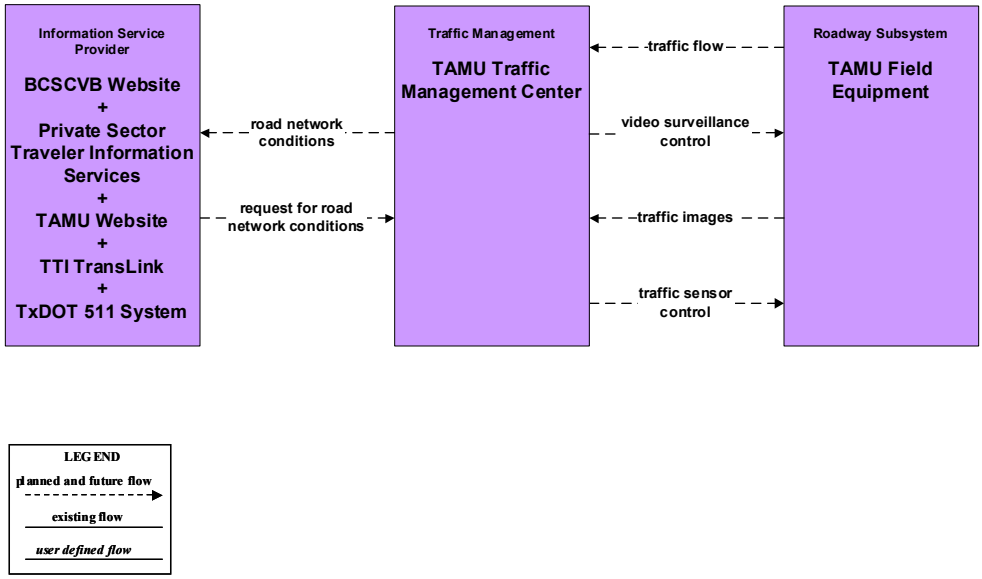


**Figure A7 – ATMS02 – Probe Surveillance:
Regional Probe Monitoring**

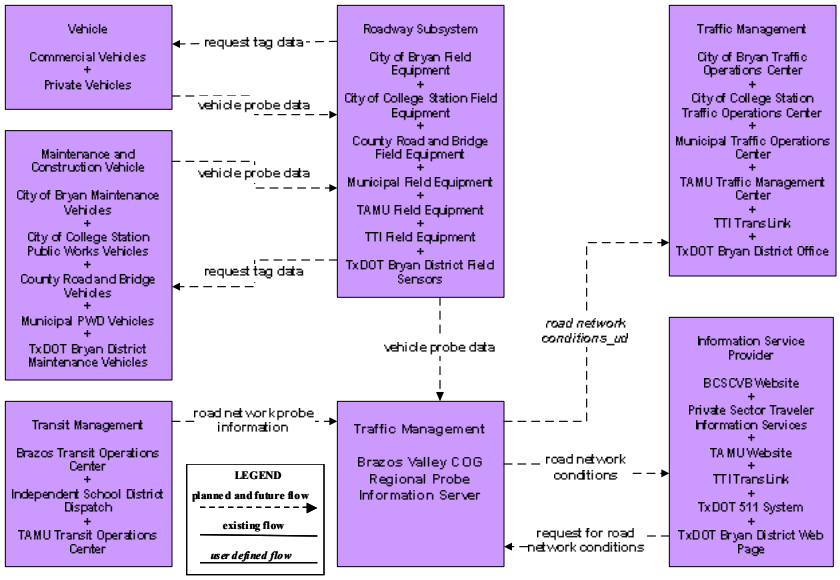
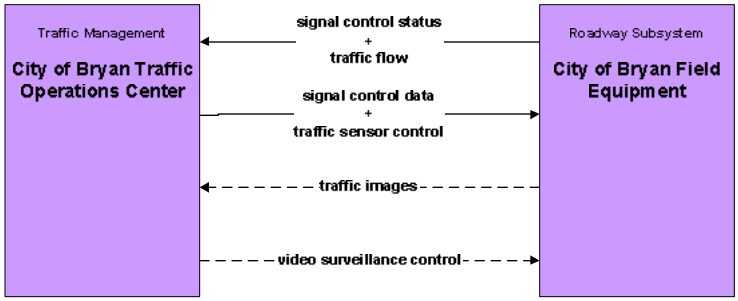


**Figure A8 – ATMS03 – Surface Street Control:
City of Bryan Traffic Signal System**



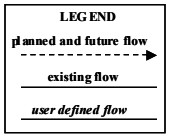


**Figure A9 – ATMS03 – Surface Street Control:
City of College Station Traffic Signal System**

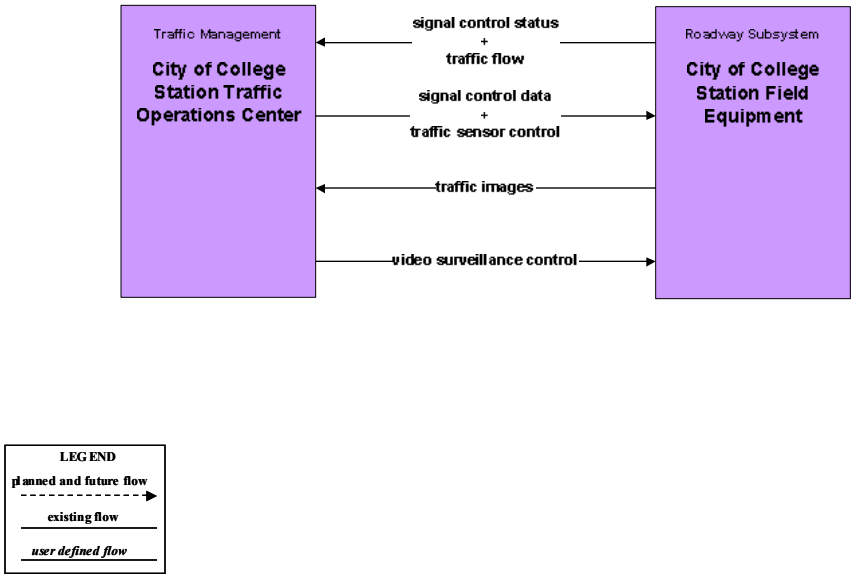


**Figure A10 – ATMS03 – Surface Street Control:
TxDOT Bryan District and Municipal Signal Systems**

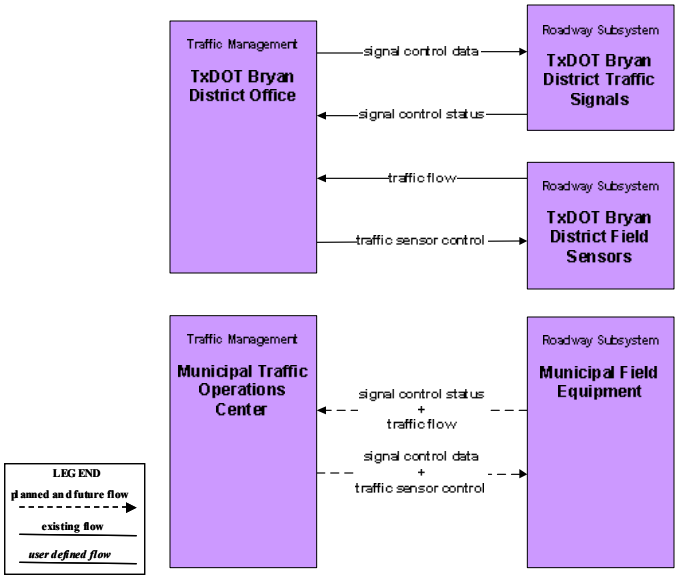


**Figure A11 – ATMS06 – Traffic Information Dissemination:
City of Bryan Traffic Operations Center**

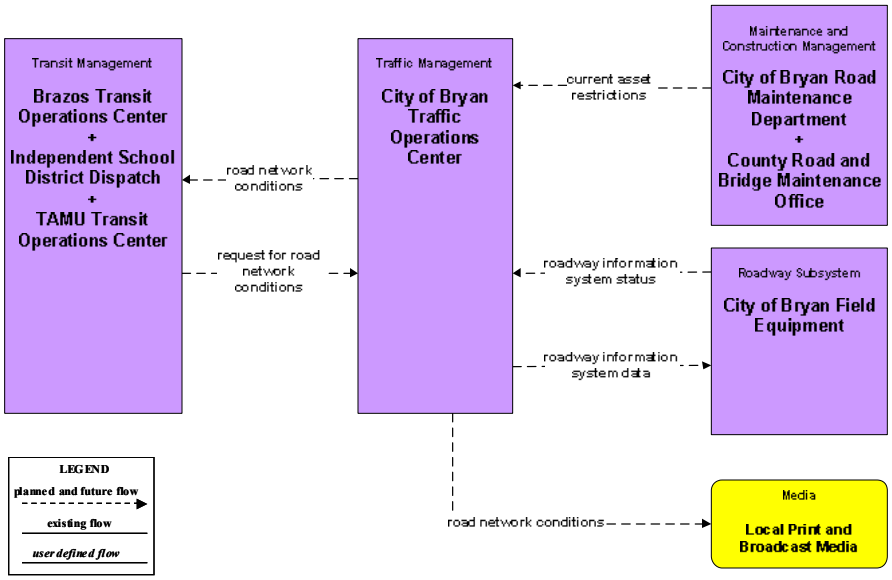


**Figure A12 – ATMS06 – Traffic Information Dissemination:
City of Bryan Traffic Operations Center (TM to EM/ISP)**

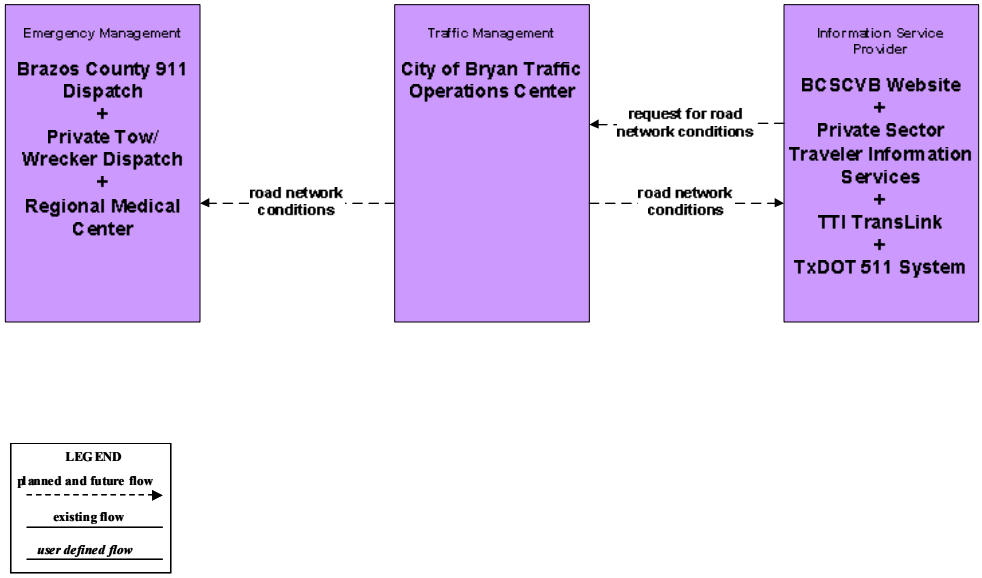


**Figure A13 – ATMS06 – Traffic Information Dissemination:
City of College Station Traffic Operations Center**

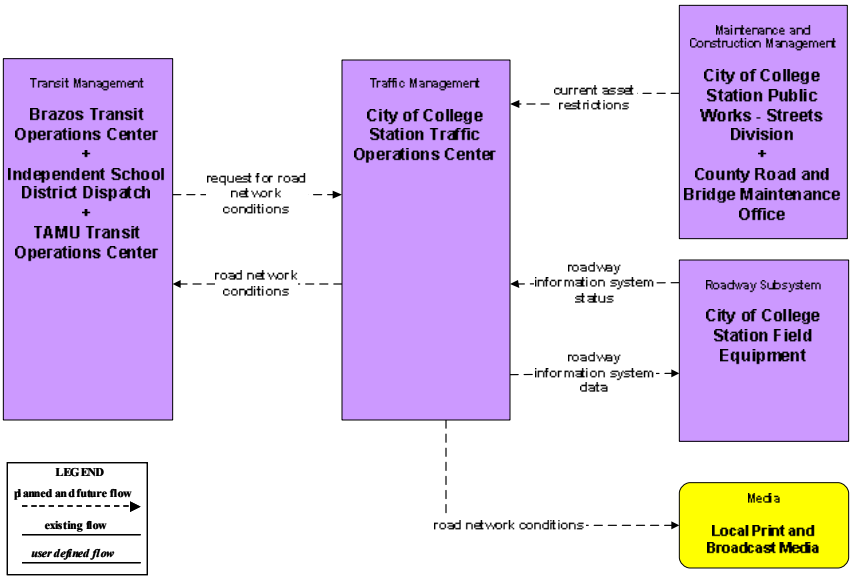


**Figure A14 – ATMS06 – Traffic Information Dissemination:
City of College Station Traffic Operations Center (TM to EM/ISP)**

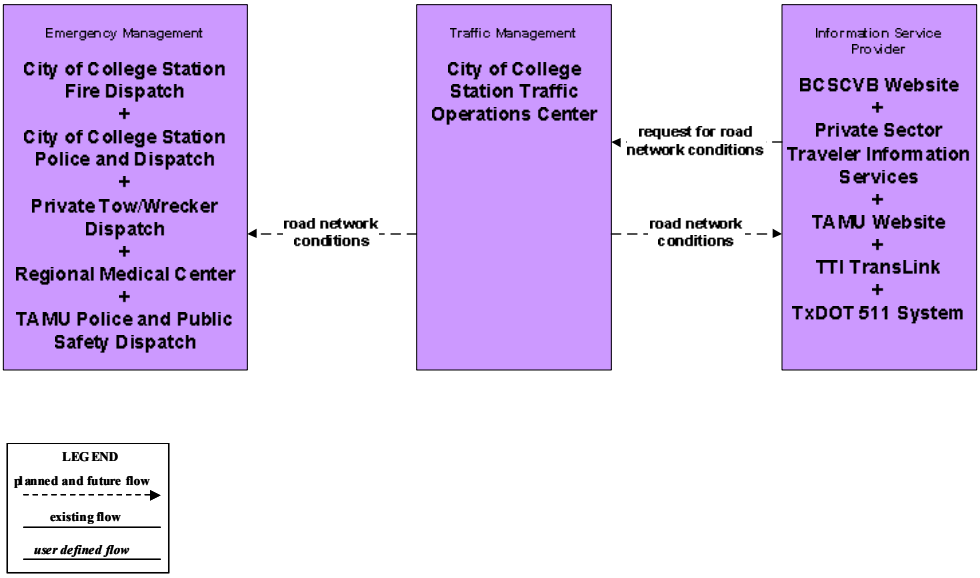


Figure A15 – ATMS06 – Traffic Information Dissemination: TxDOT Bryan District Office

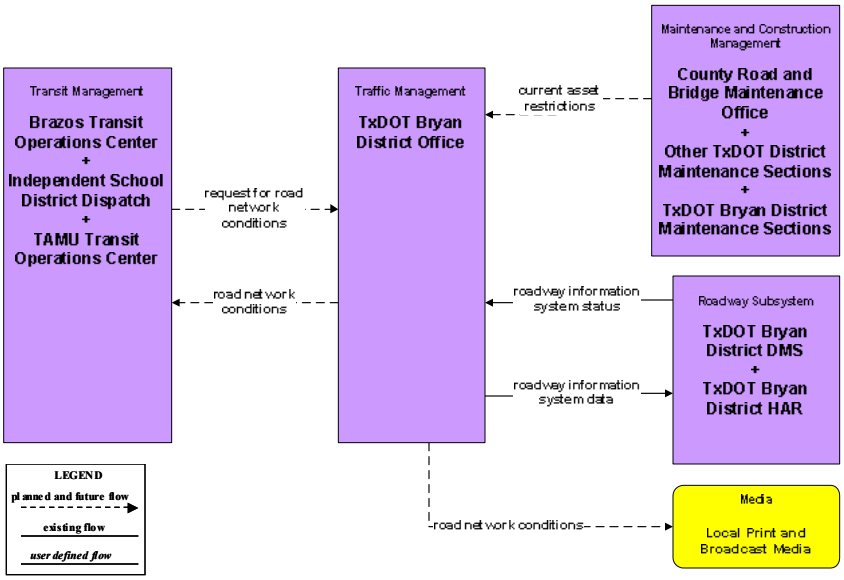


Figure A16 – ATMS06 – Traffic Information Dissemination: TxDOT Bryan District Office (TM to EM/ISP)

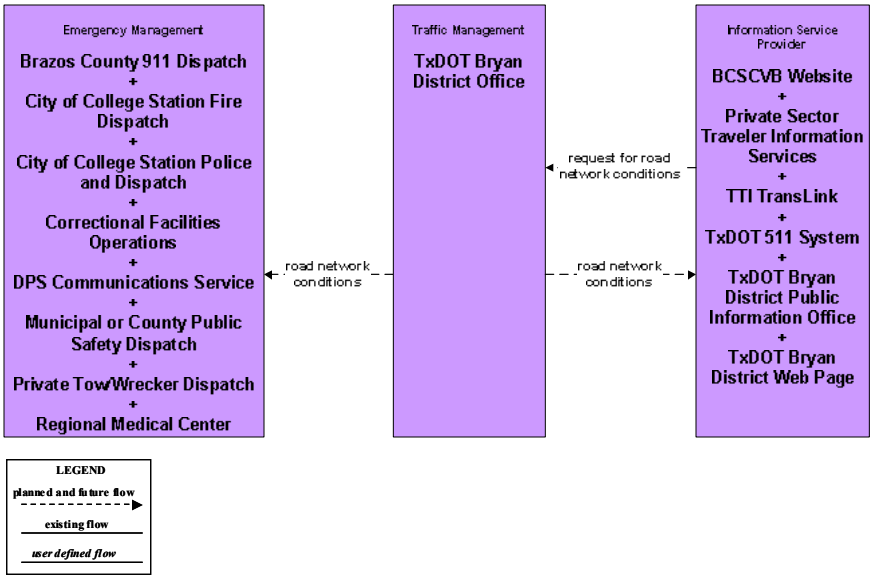


Figure A17 – ATMS06 – Traffic Information Dissemination: Municipal Traffic Operations Center

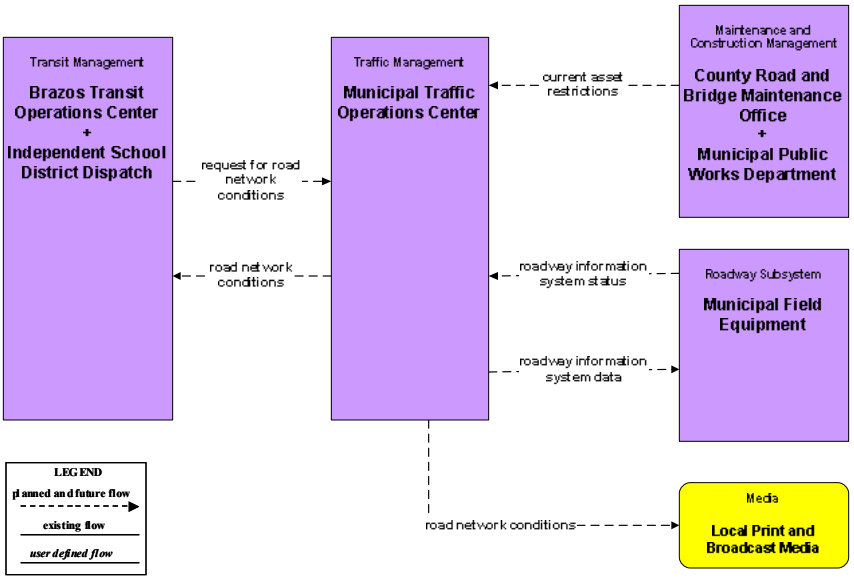


Figure A18 – ATMS06 – Traffic Information Dissemination: Municipal Traffic Operations Center (TM to EM/ISP)

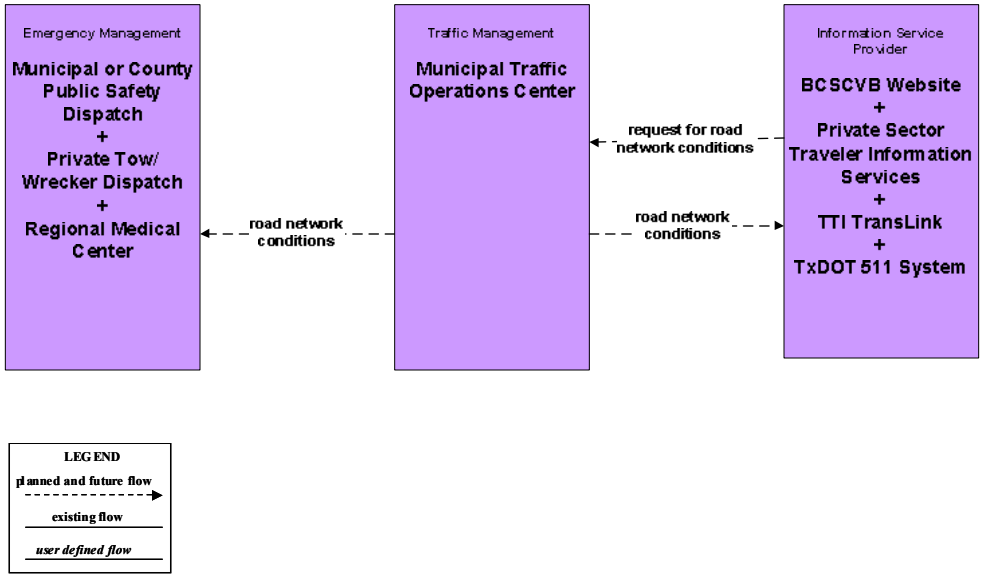


**Figure A19 – ATMS06 – Traffic Information Dissemination:
BCSMPO Traffic Count and Accident Location Database**

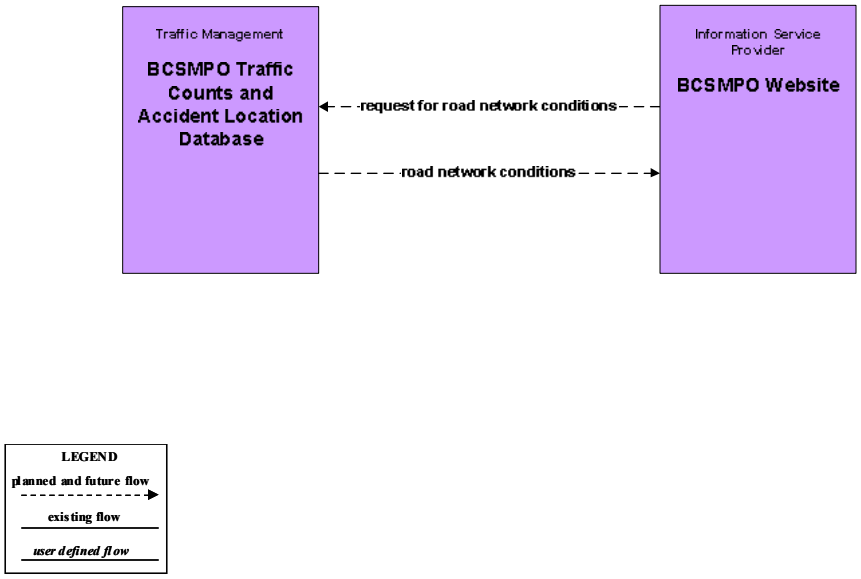


**Figure A20 – ATMS07 – Regional Traffic Control:
TxDOT Bryan District**

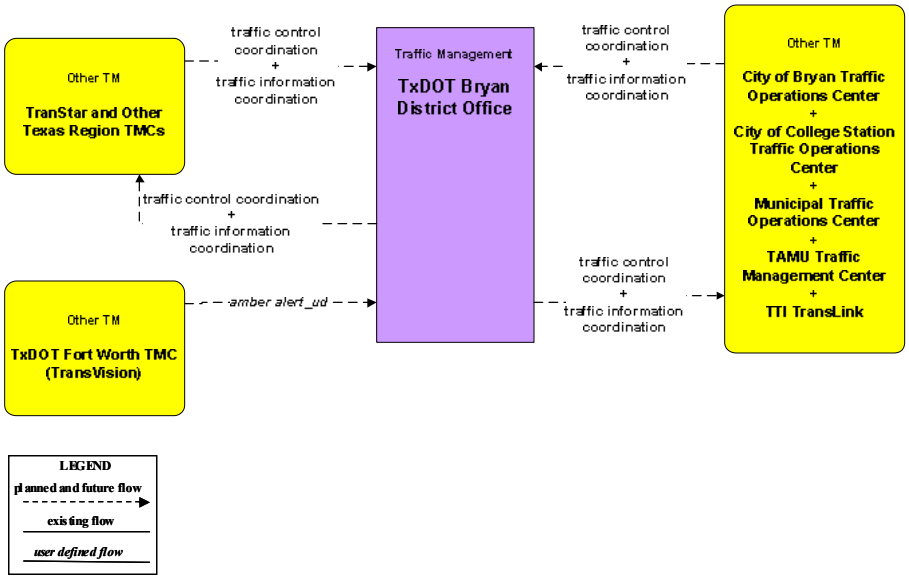


Figure A21 – ATMS07 – Regional Traffic Control: Brazos Valley

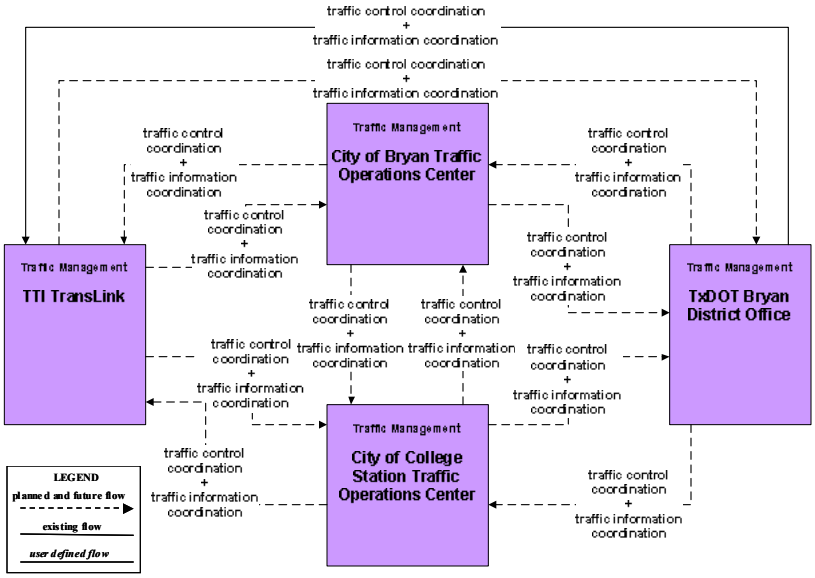


Figure A22 – ATMS08 – Incident Management: City of Bryan Traffic Operations Center

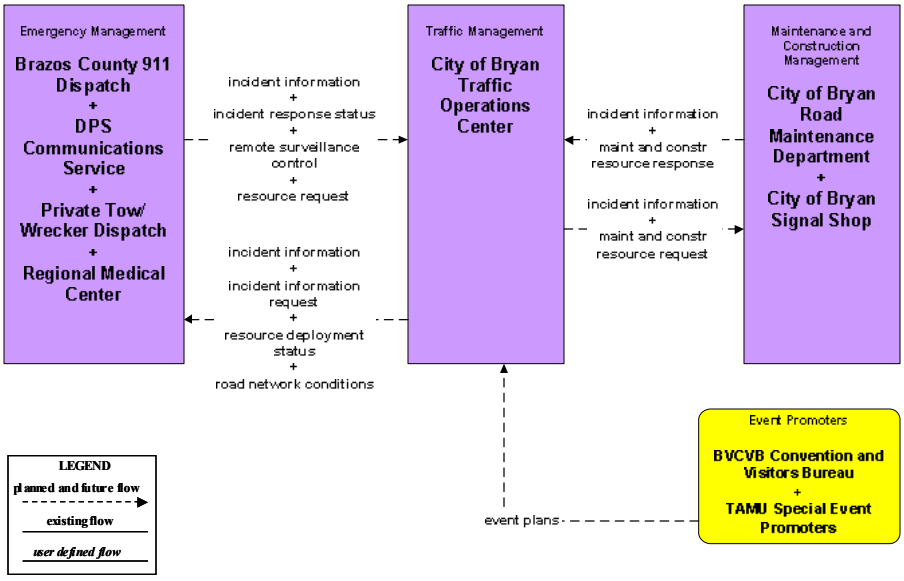


Figure A23 – ATMS08 – Incident Management:
City of College Station Traffic Operations Center

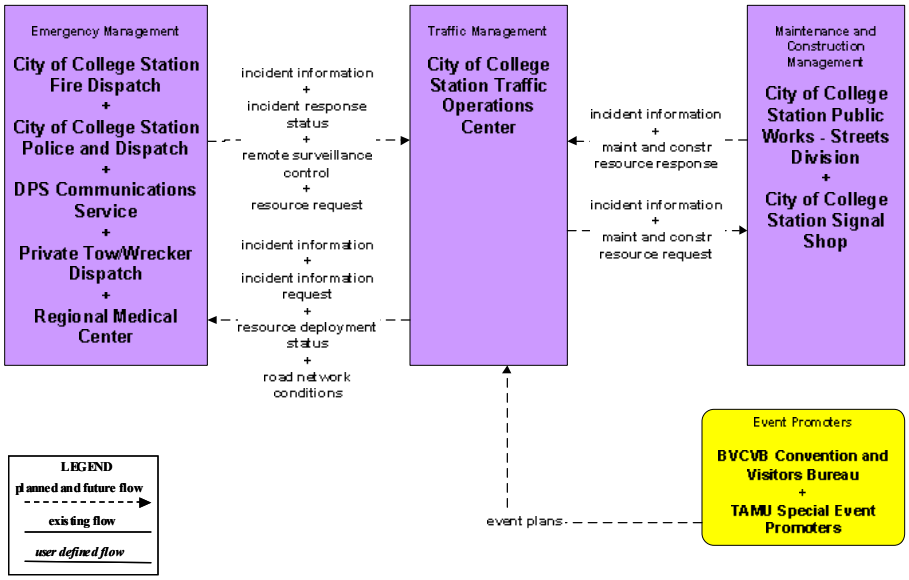


Figure A24 – ATMS08 – Incident Management:
TxDOT Bryan District Office

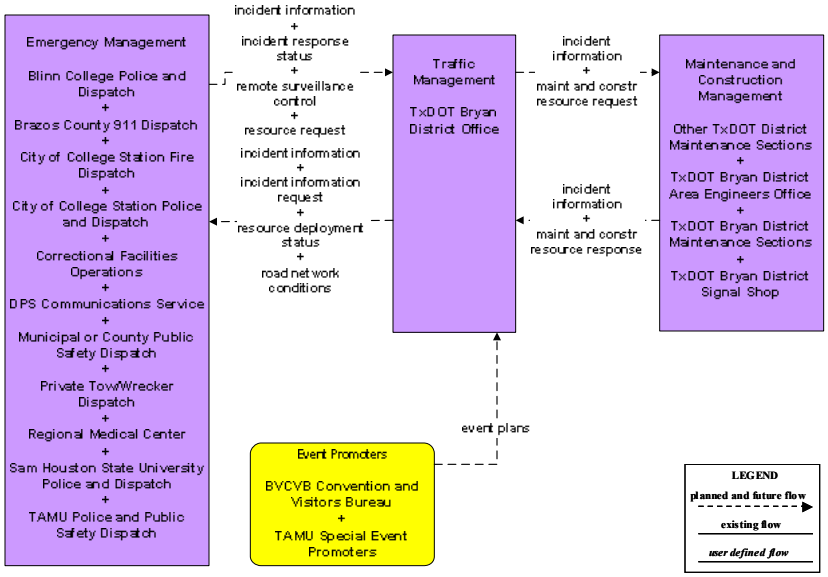


Figure A25 – ATMS08 – Incident Management: Municipal Traffic Operations Center

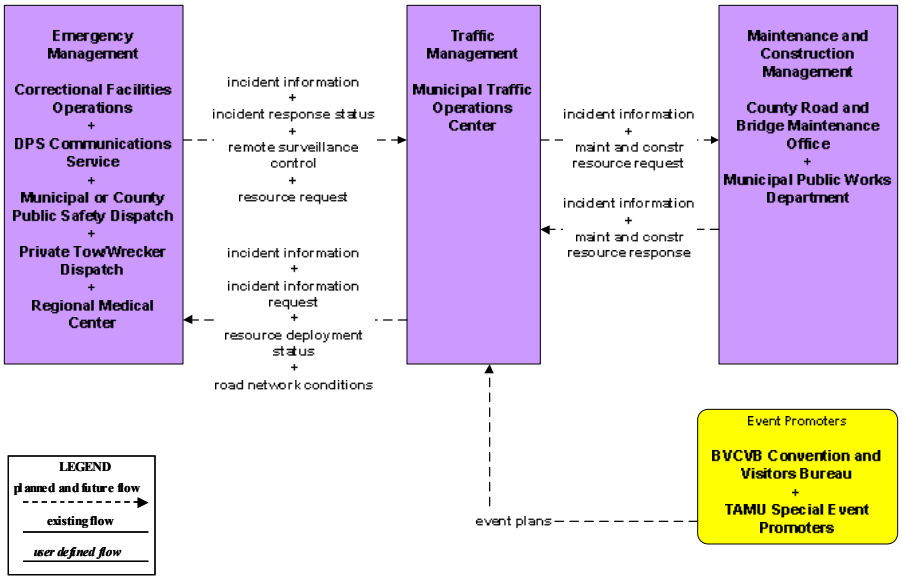


Figure A26 – ATMS08 – Incident Management: City of Bryan Maintenance (MCM to EM)

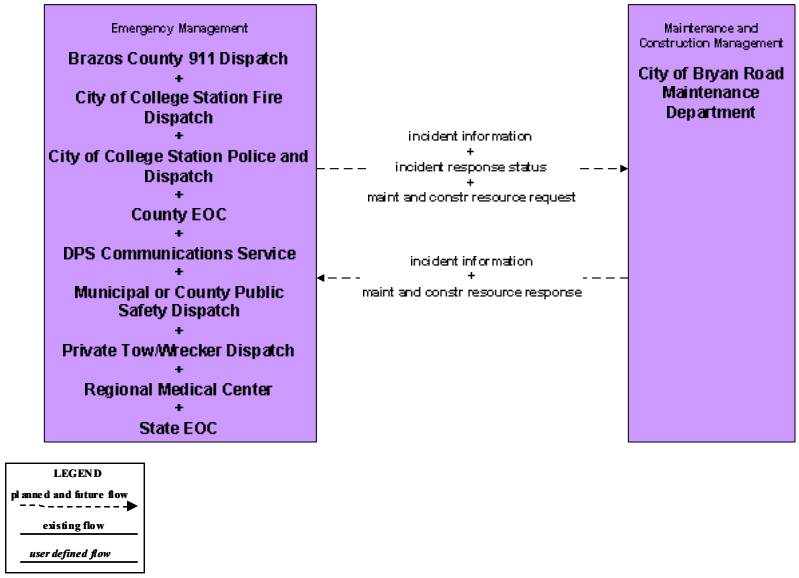


Figure A27 – ATMS08 – Incident Management:
City of College Station Maintenance (MCM to EM)

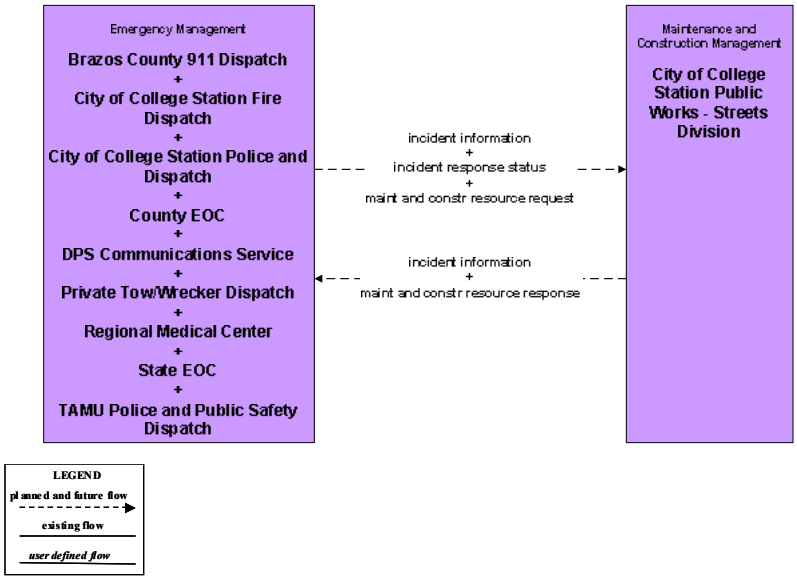


Figure A28 – ATMS08 – Incident Management:
TxDOT Bryan District Maintenance Sections (MCM to EM)

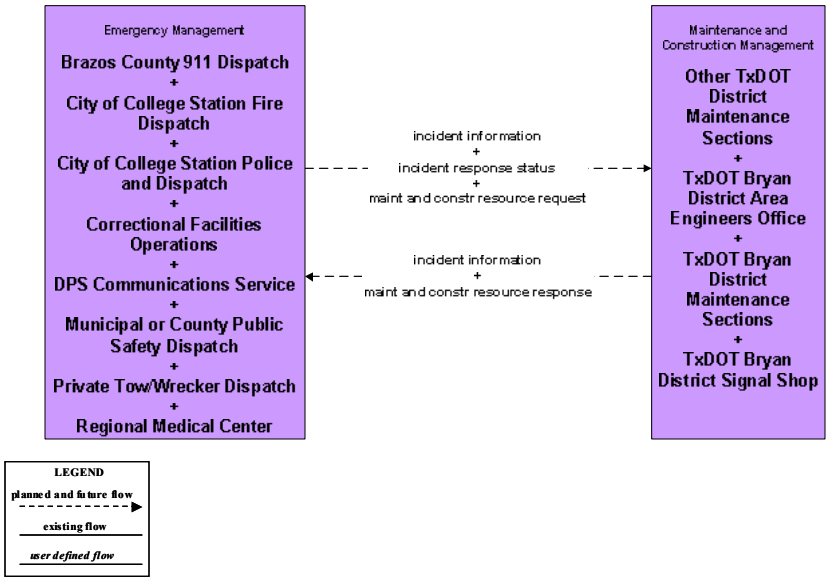


Figure A29 – ATMS08 – Incident Management:
County and Municipal Road and Bridge Maintenance (MCM to EM)

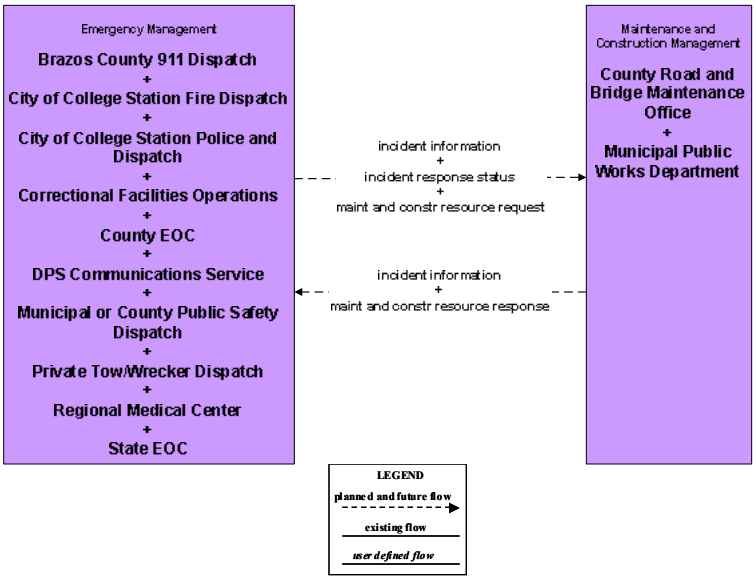


Figure A30 – ATMS08 – Incident Management:
TxDOT/County Road and Bridge Maintenance (MCM to Other MCM)

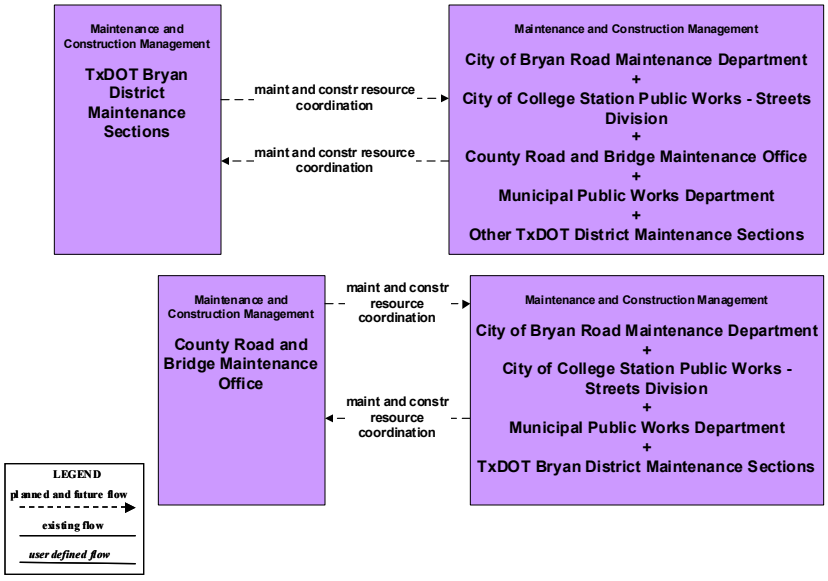


Figure A31 – ATMS08 – Incident Management:
City of Bryan/College Station Maintenance (MCM to Other MCM)

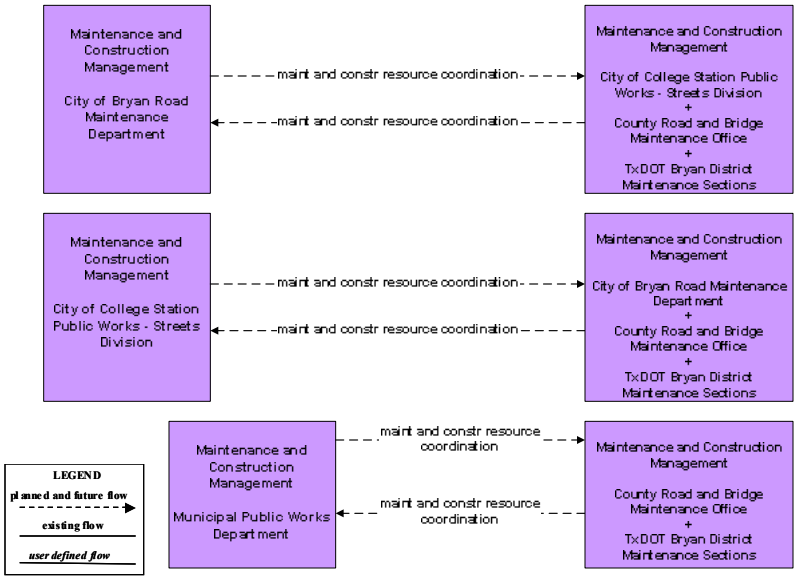


Figure A32 – ATMS08 – Incident Management:
Flood Monitoring-TxDOT

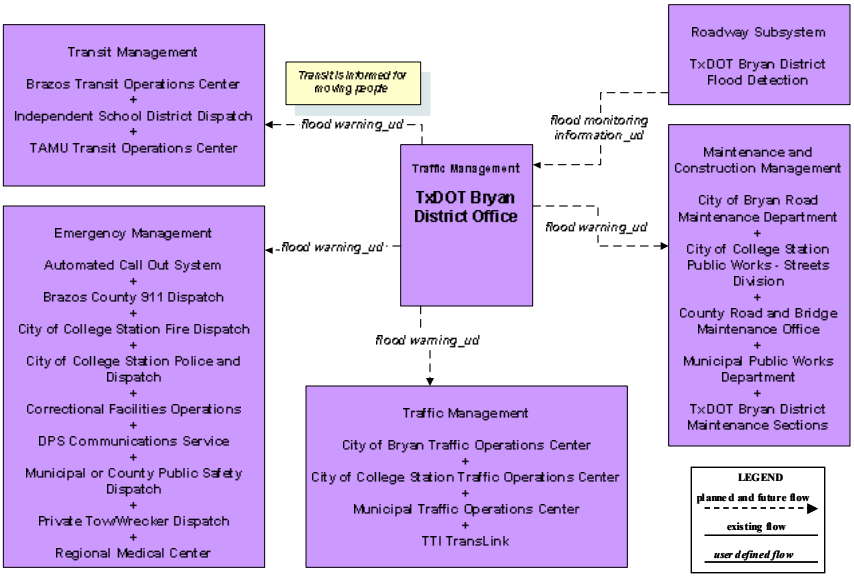


Figure A33 – ATMS08 – Incident Management: EM to EVS

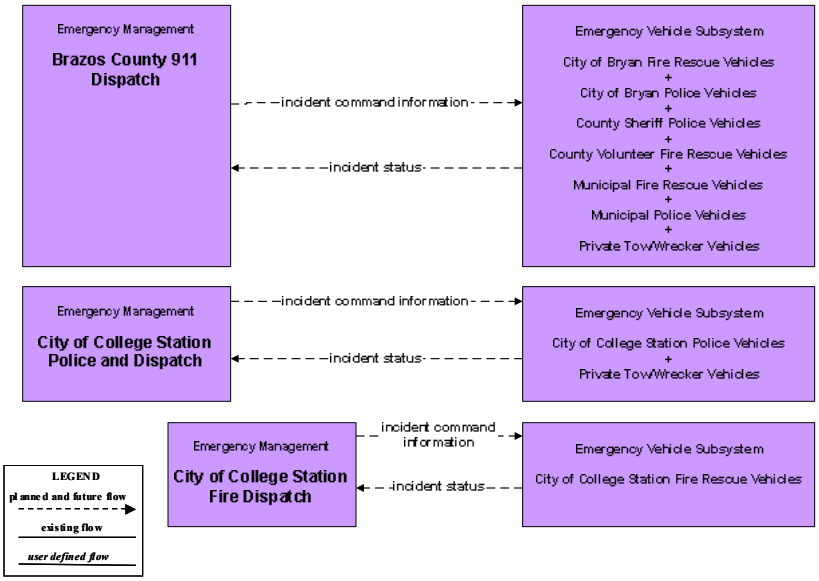


Figure A34 – ATMS08 – Incident Management: EM to EVS plus Automated Calling System

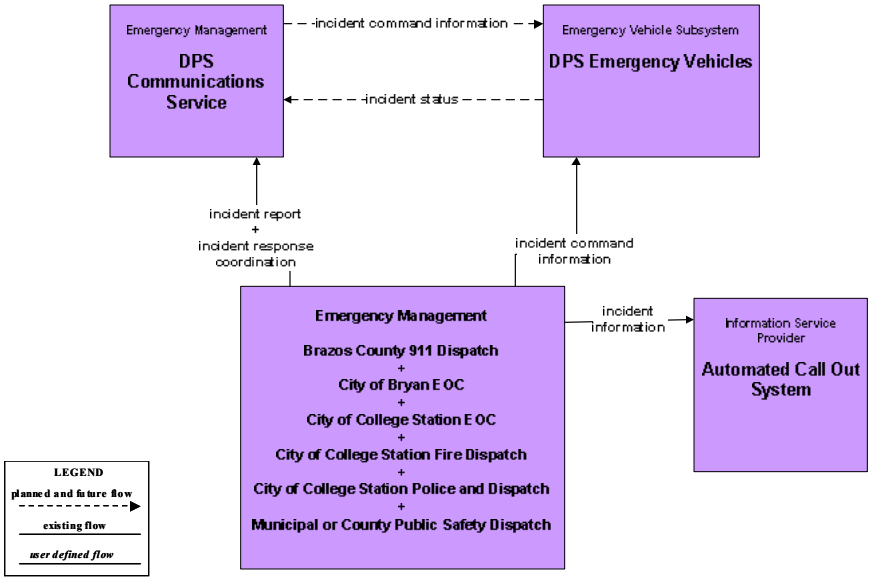


Figure A35 – ATMS08 – Incident Management: EM to EVS (1 of 2)

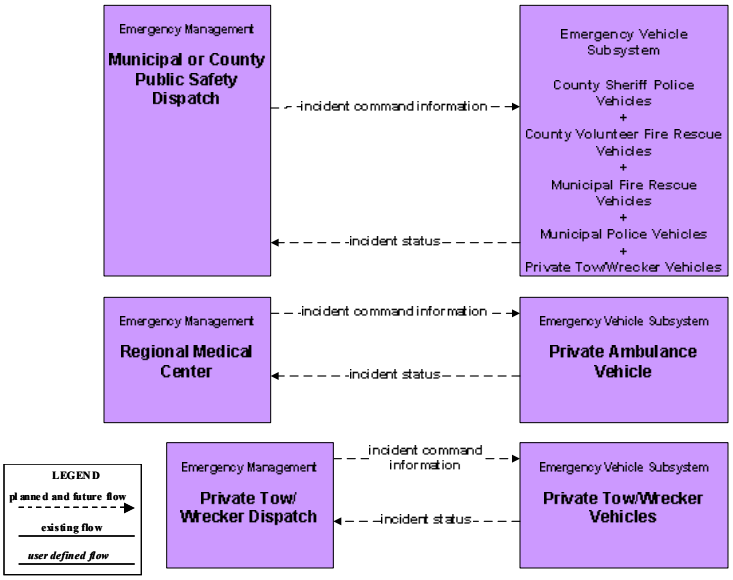


Figure A36 – ATMS08 – Incident Management: EM to EVS (2 of 2)

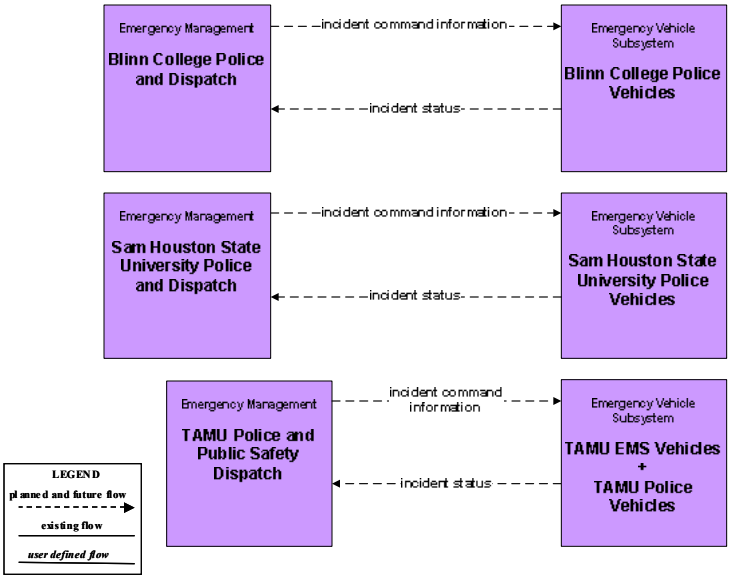


Figure A37 – ATMS08 – Incident Management: Rail Operations Coordination

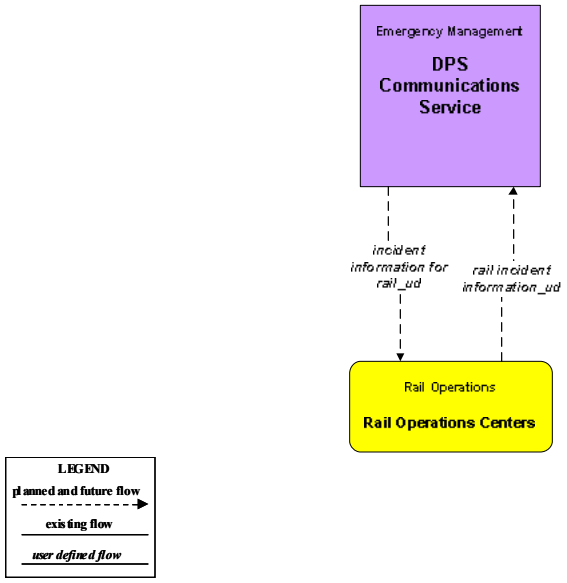


Figure A38 – ATMS10 – Electronic Toll Collection

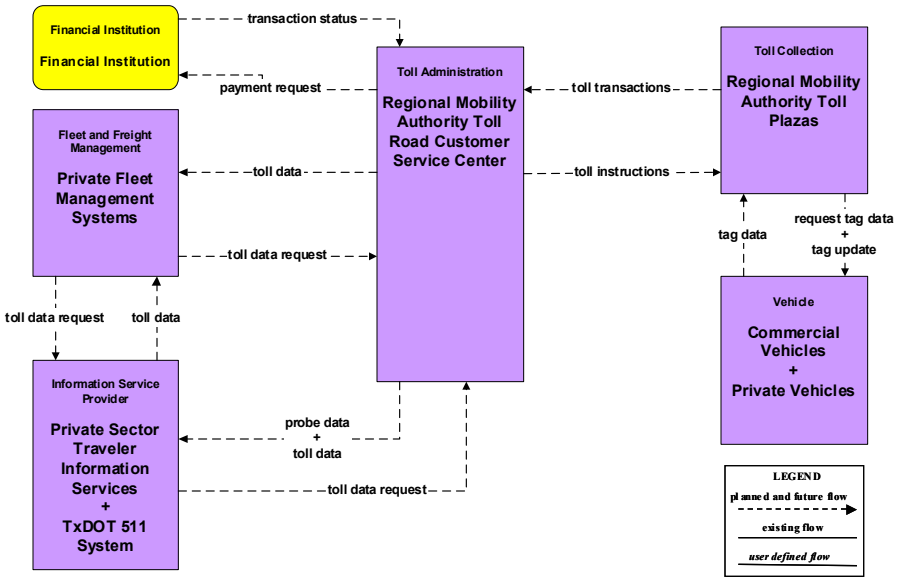


**Figure A39 – ATMS13 – Standard Railroad Crossing:
City of Bryan Traffic Signal System**

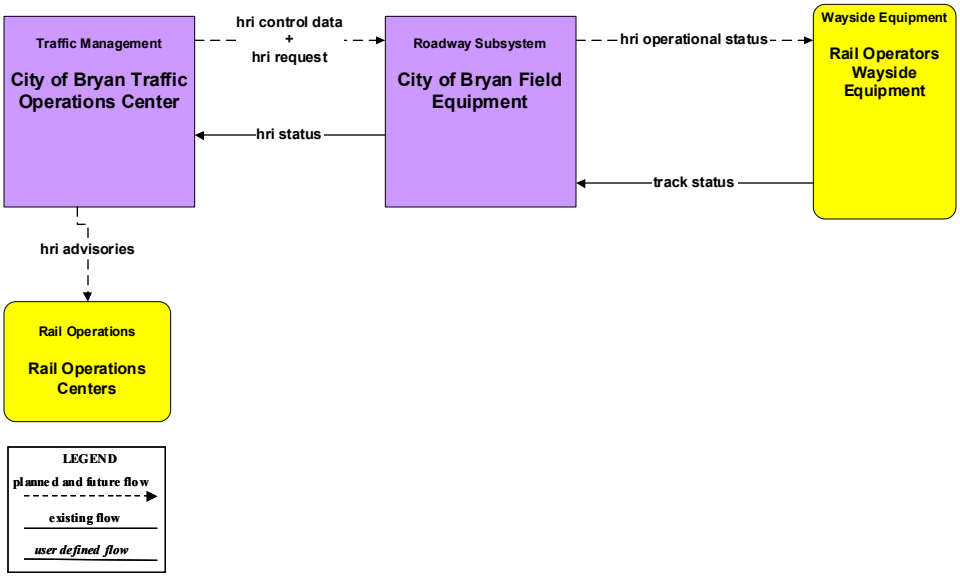


**Figure A40 – ATMS13 – Standard Railroad Crossing:
City of College Station Traffic Signal System**

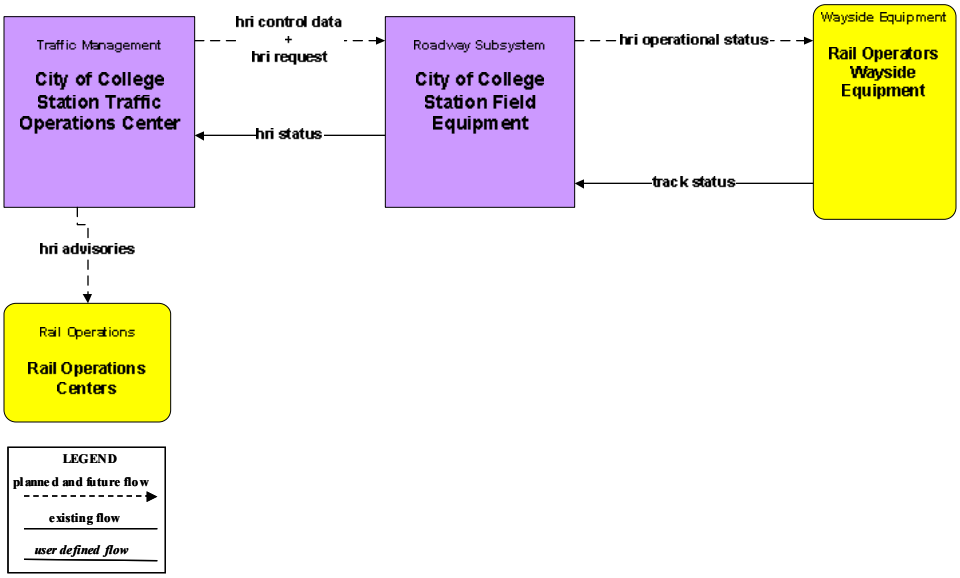


Figure A41 – ATMS13 – Standard Railroad Crossing:
TxDOT Bryan District Office

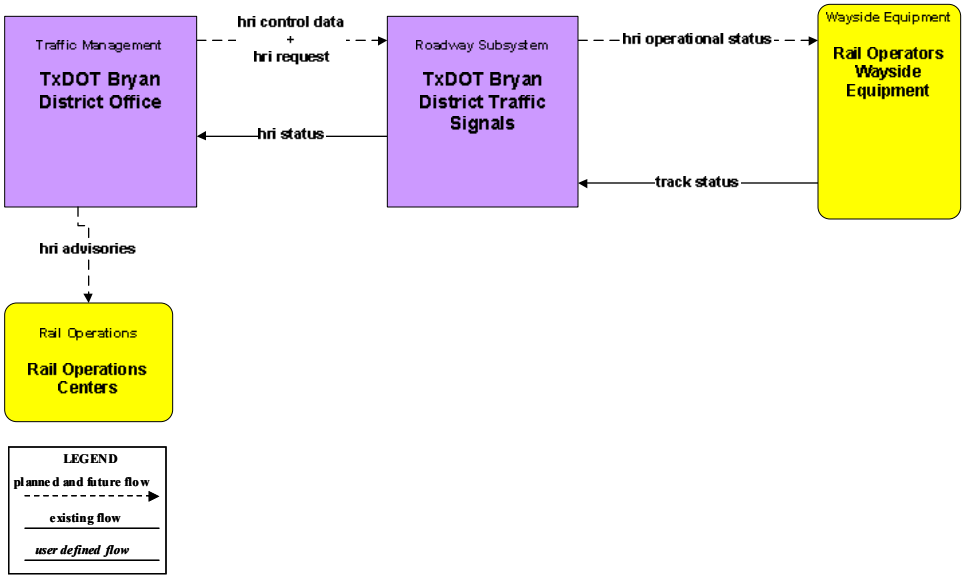


Figure A42 – ATMS13 – Standard Railroad Crossing:
TTI Advanced Railroad Surveillance System

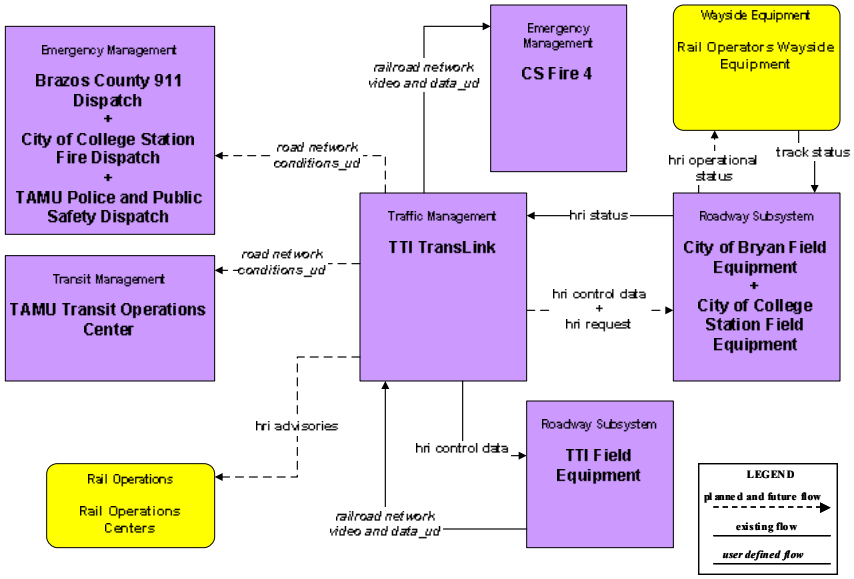


Figure A43 – ATMS15 – Railroad Operations Coordination: Regional Rail Operations Coordination

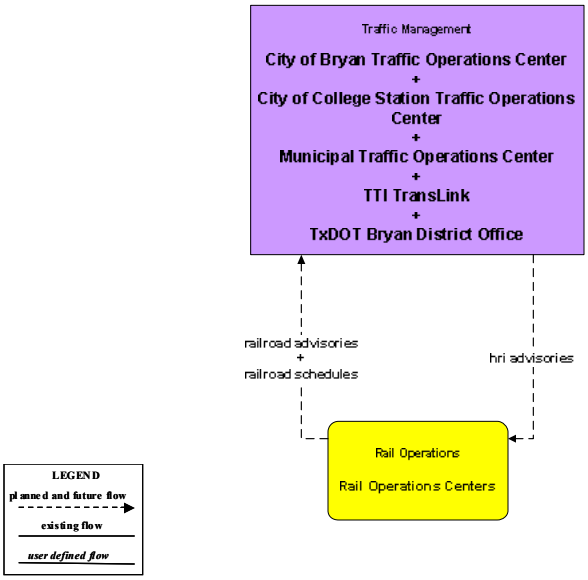


Figure A44 – ATMS16 – Parking Facility Management: Parking Garages

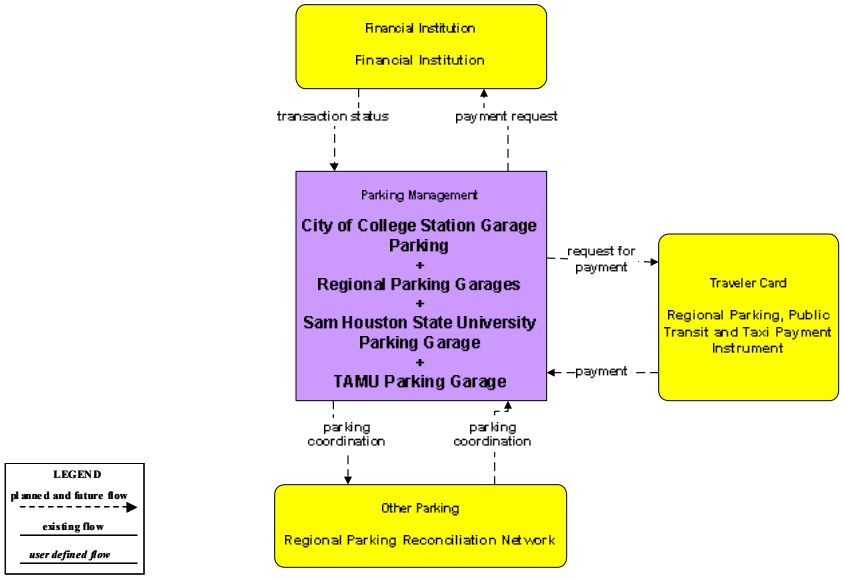


Figure A45 – ATMS16 – Parking Facility Management: TAMU Parking Garage Information Dissemination

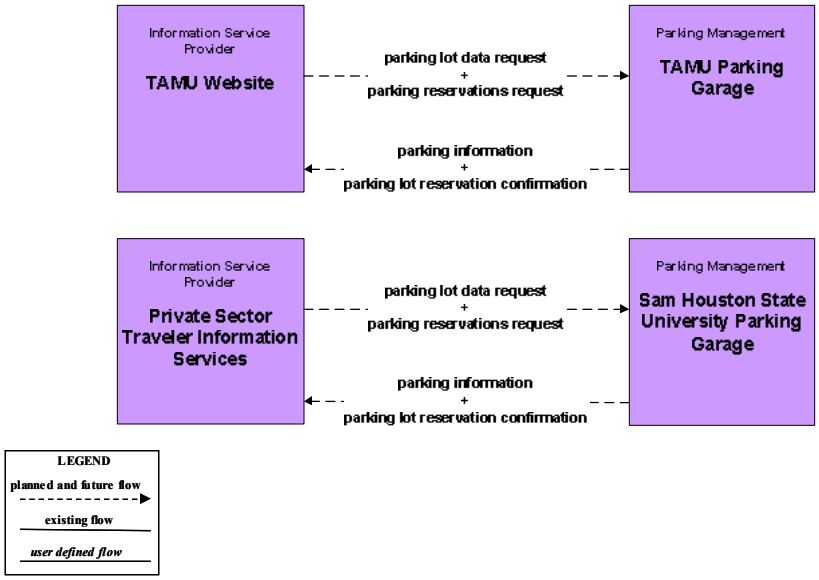


Figure A46 – ATMS18 – Reversible Lane Management

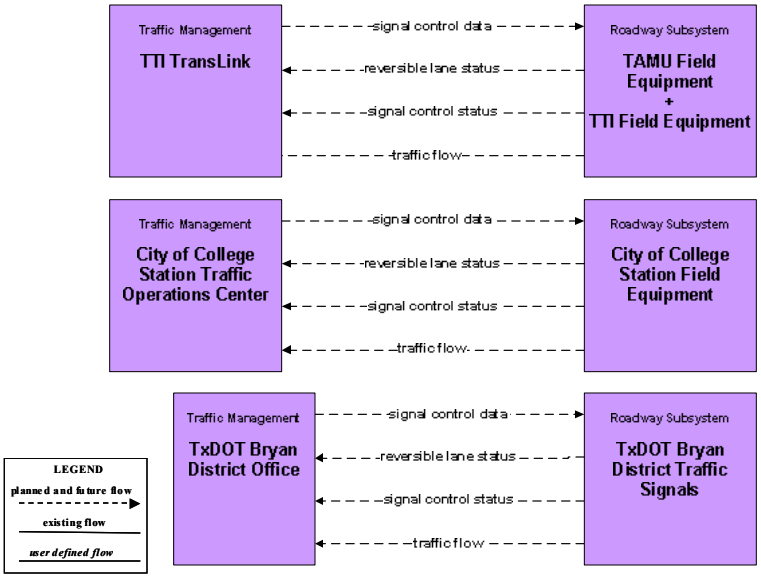


Figure A47 – ATMS19 – Speed Monitoring: Municipal Speed Indicator Systems

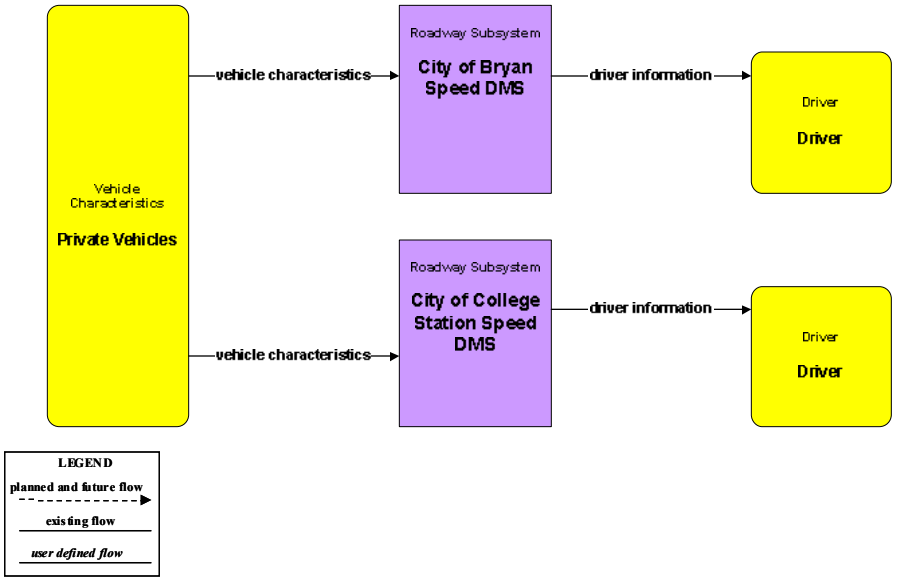


Figure A48 – EM1 – Emergency Response Coordination: Regional Medical EMS

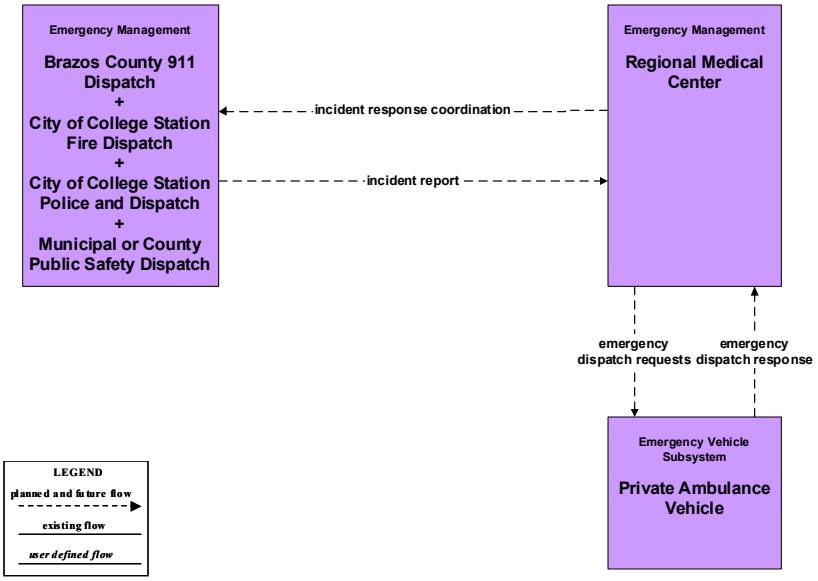


Figure A49 – EM1 – Emergency Response:
Brazos Valley Region Incident Reporting and Mutual Aid Network

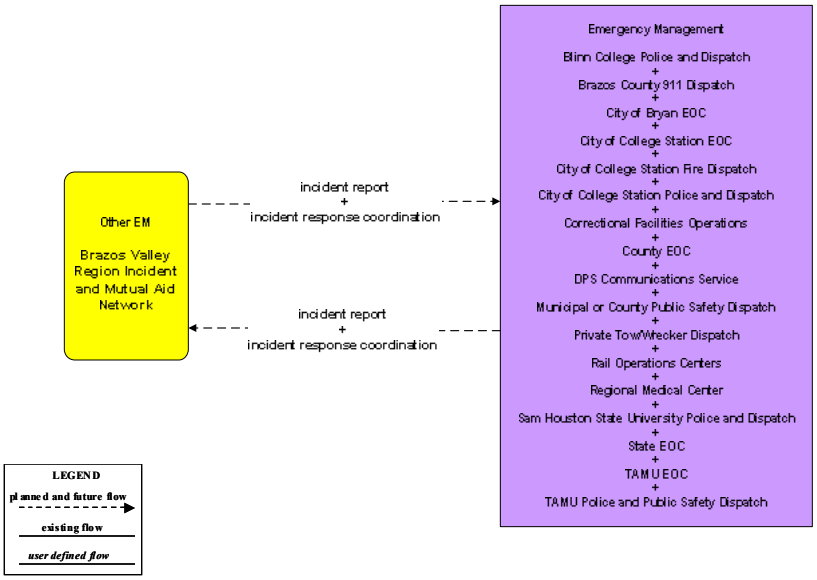


Figure A50 – EM1 – Emergency Response:
Automated Call Out System

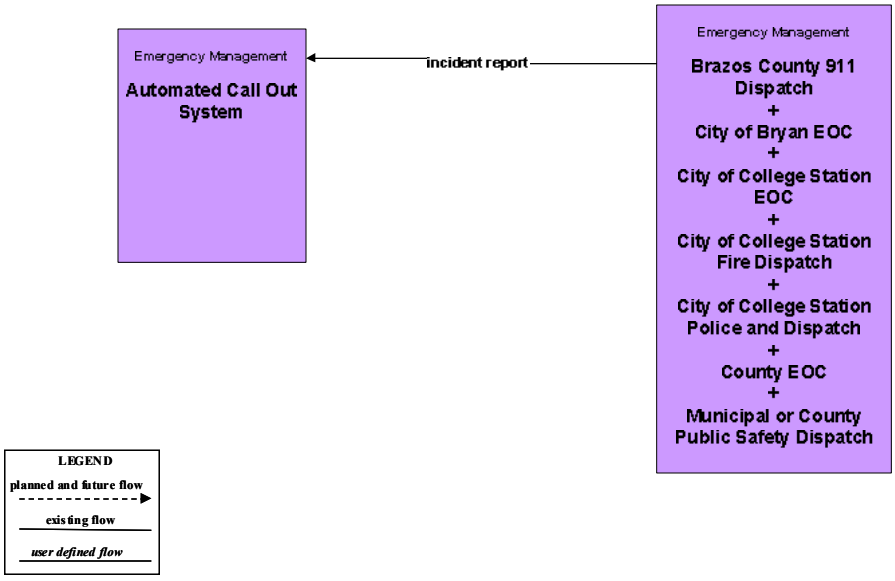


**Figure A51 – EM2 – Emergency Vehicle Routing:
City of Bryan Fire/EMS Vehicles**

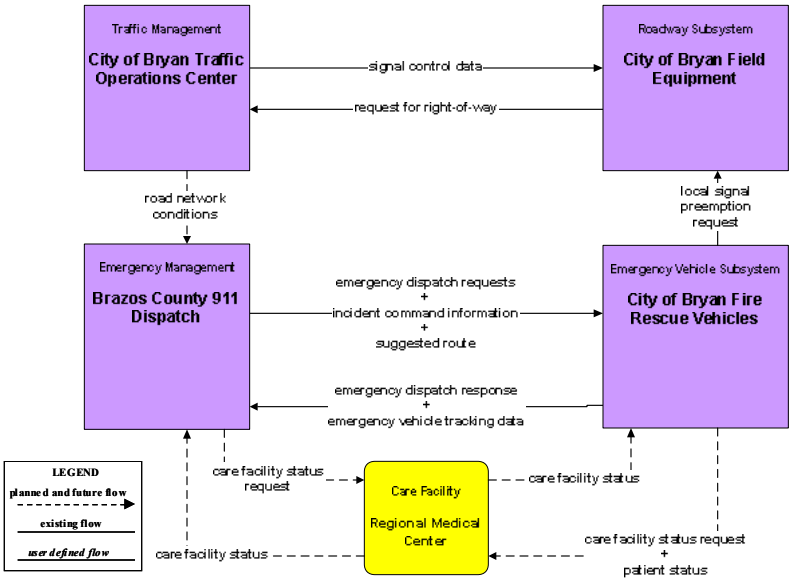


**Figure A52 – EM2 – Emergency Vehicle Routing:
City of College Station EMS Vehicles**

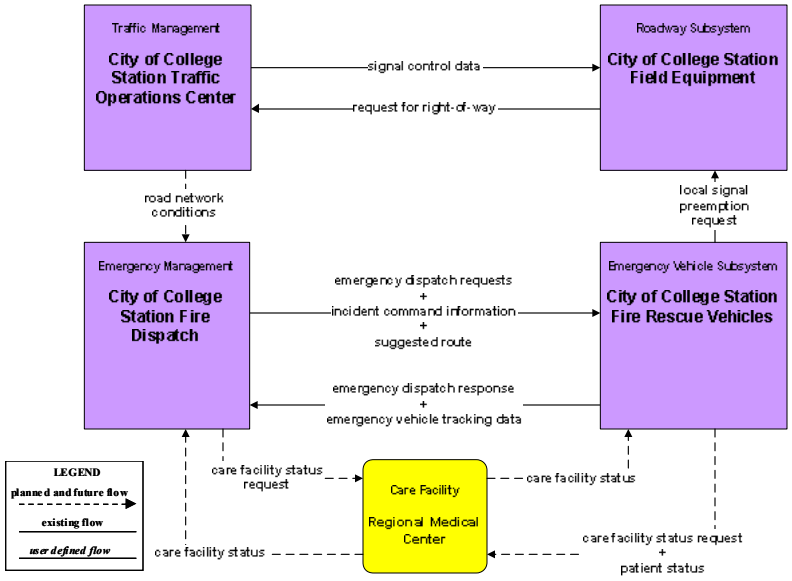


**Figure A53 – EM2 – Emergency Vehicle Routing:
TxDOT Bryan District (1 of 3)**

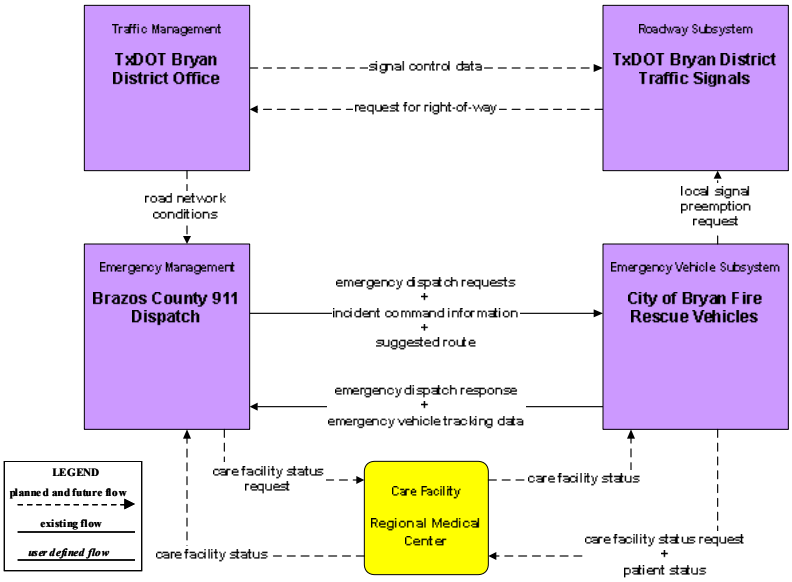


**Figure A54 – EM2 – Emergency Vehicle Routing:
TxDOT Bryan District (2 of 3)**

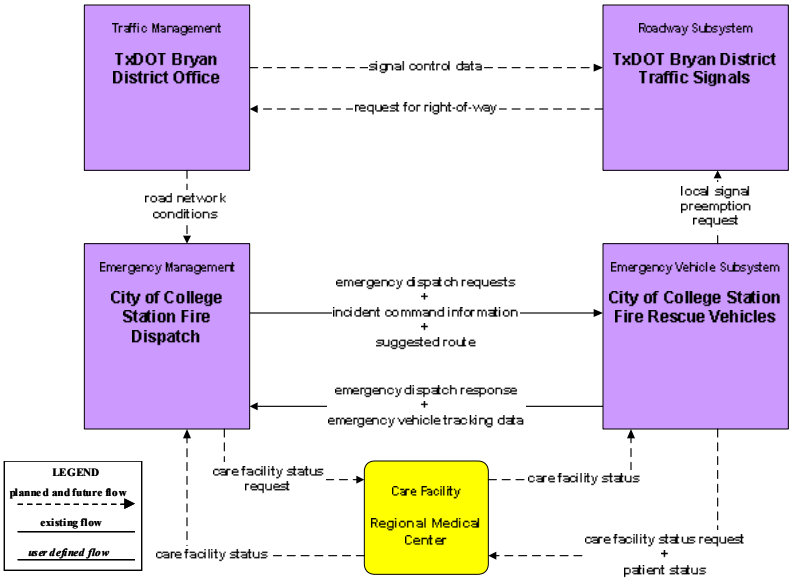


Figure A55 – EM2 – Emergency Vehicle Routing: TxDOT Bryan District (3 of 3)

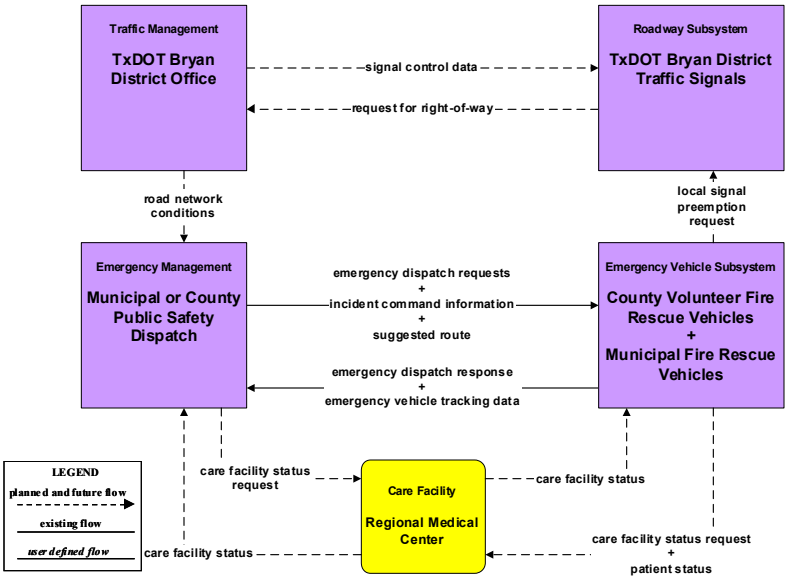


Figure A56 – EM2 – Emergency Vehicle Routing: City of Bryan Police Vehicles

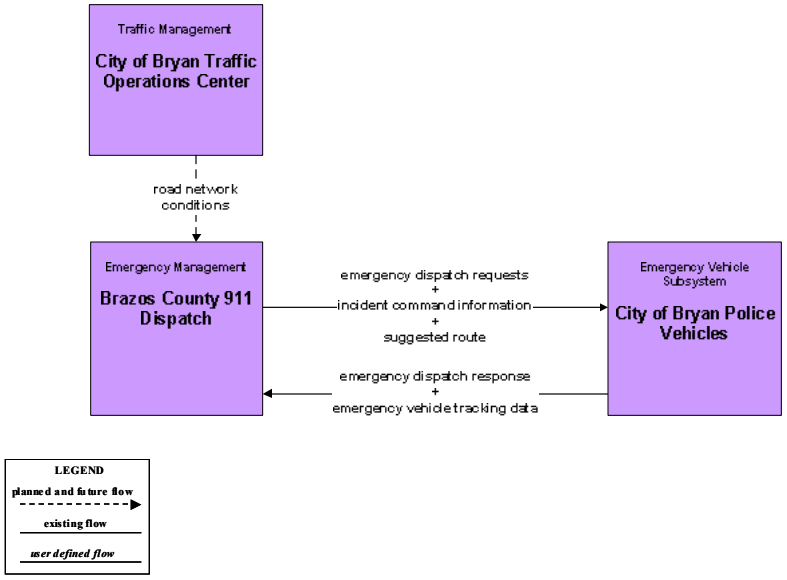


**Figure A57 – EM2 – Emergency Vehicle Routing:
City of College Station Police Vehicles**

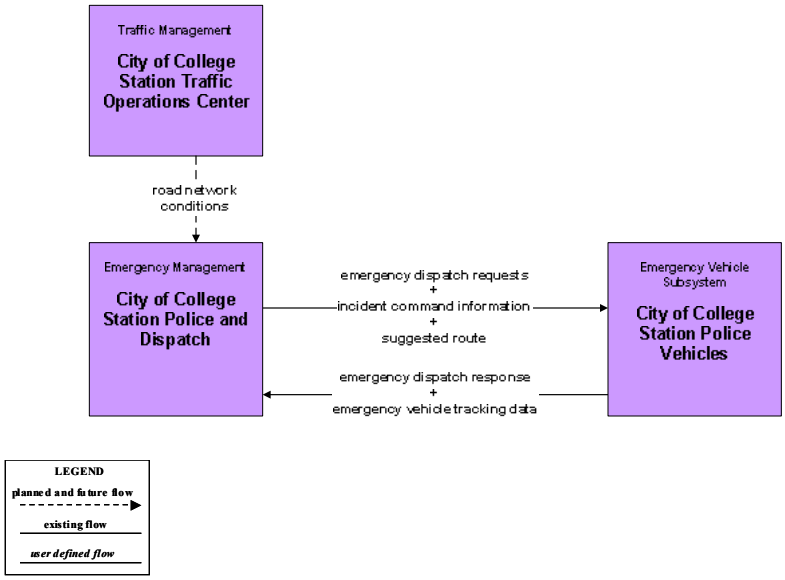


**Figure A58 – EM2 – Emergency Vehicle Routing:
Municipal/County Police Vehicles**

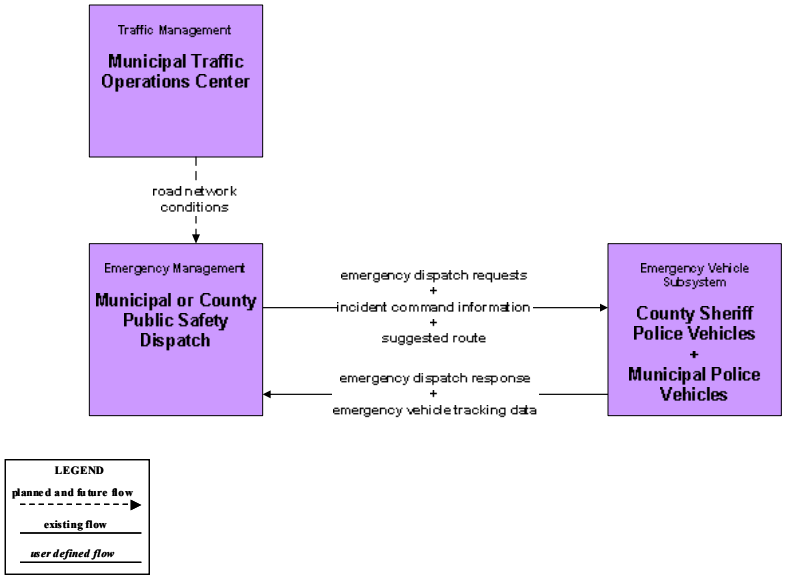


Figure A59 – EM2 – Emergency Vehicle Routing: Private EMS Vehicles

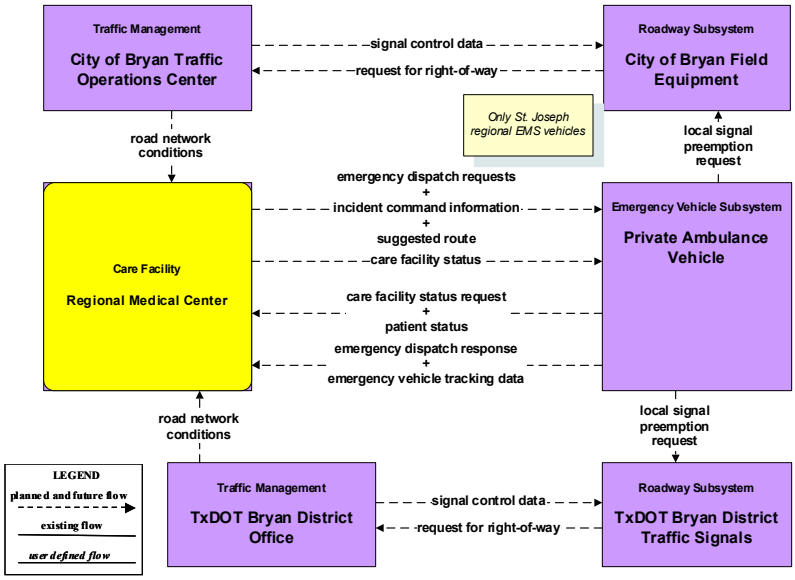


Figure A60 – EMEX1 – Emergency Evacuation by Transit: Brazos Valley

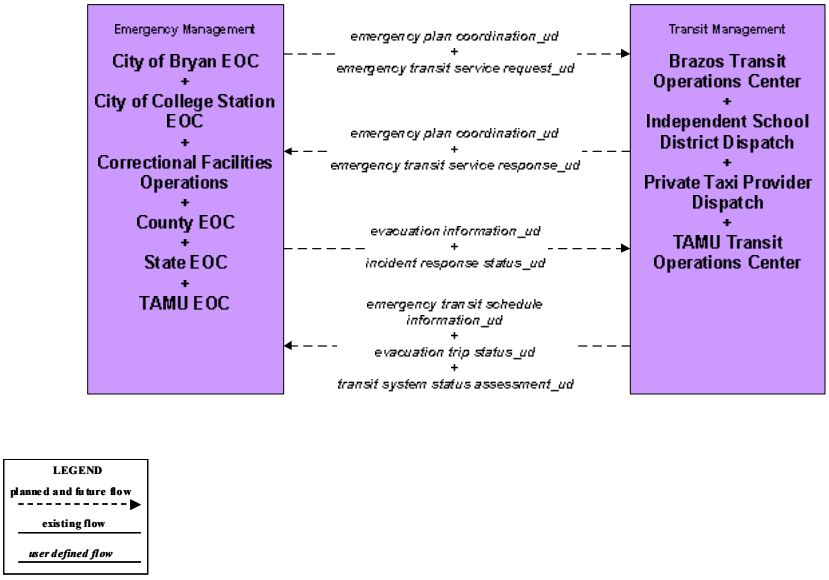


Figure A61 – MC01 – Maintenance and Construction Vehicle Tracking: TxDOT Bryan District Maintenance Sections and County Road and Bridge

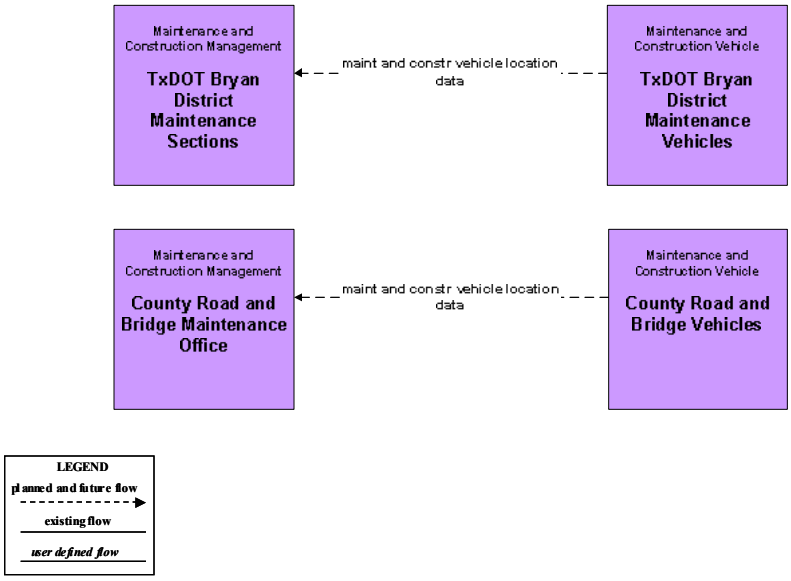


Figure A62 – MC01 – Maintenance and Construction Vehicle Tracking: City of Bryan, College Station and Municipal PWD

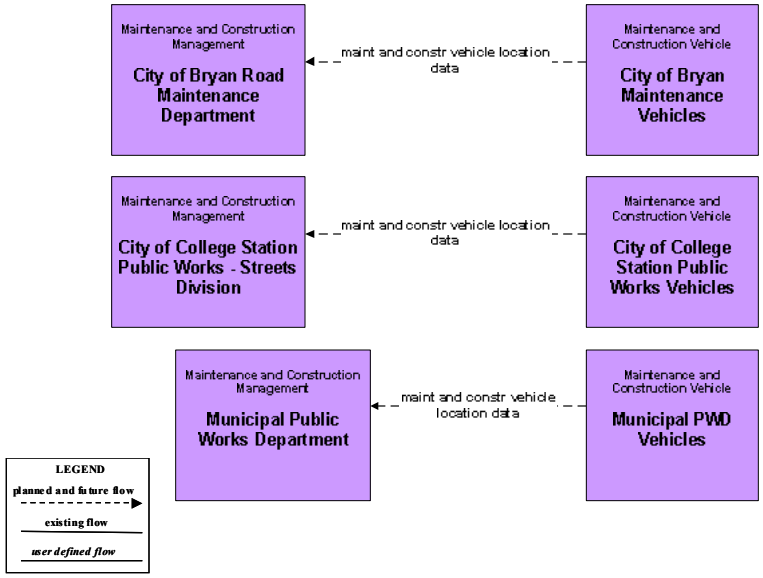


Figure A63 – MC02 – Maintenance and Construction Vehicle Maintenance: TxDOT Bryan Maintenance Sections

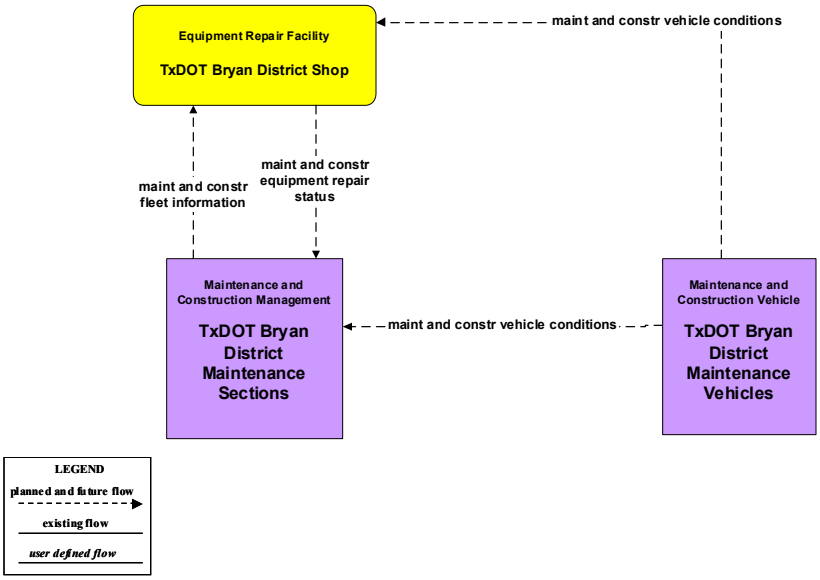


Figure A64 – MC02 – Maintenance and Construction Vehicle Maintenance: County Road and Bridge Equipment Maintenance

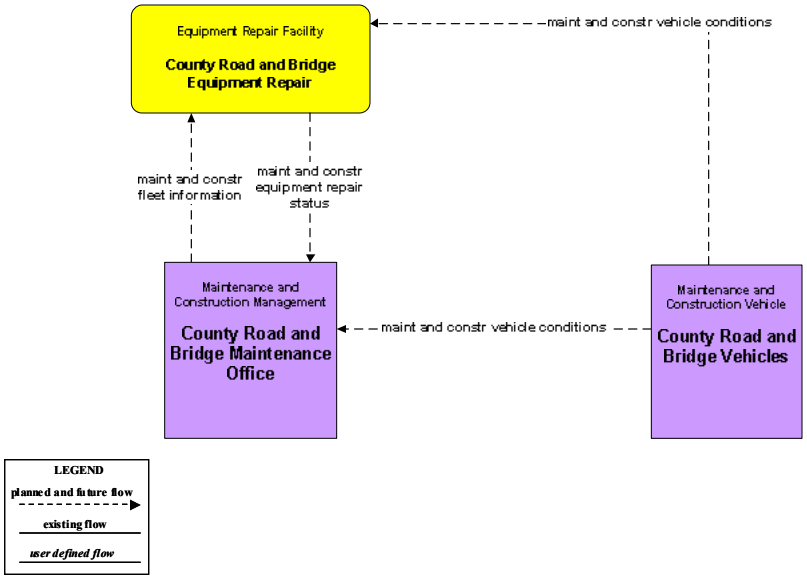


Figure A65 – MC02 – Maintenance and Construction Vehicle Maintenance: City of Bryan Equipment Maintenance

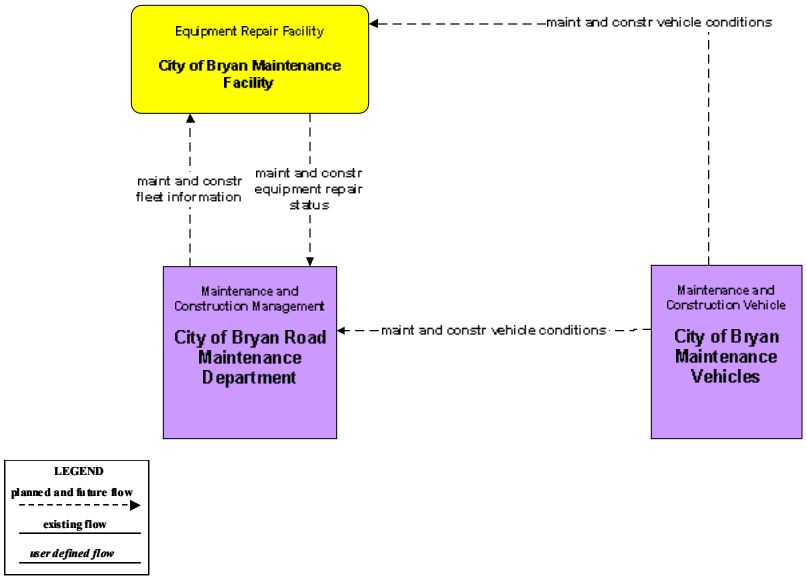


Figure A66 – MC02 – Maintenance and Construction Vehicle Maintenance: City of College Station Equipment Maintenance

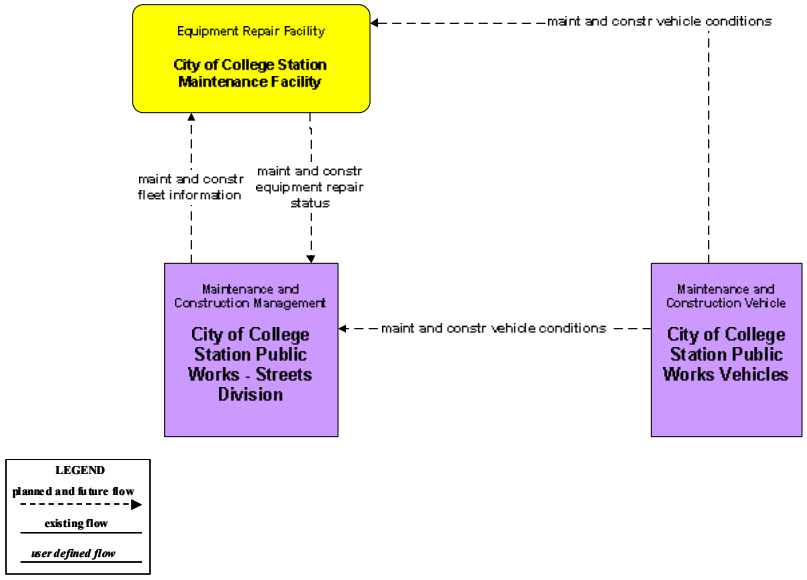


Figure A67 – MC02 – Maintenance and Construction Vehicle Maintenance: Municipal Equipment Maintenance

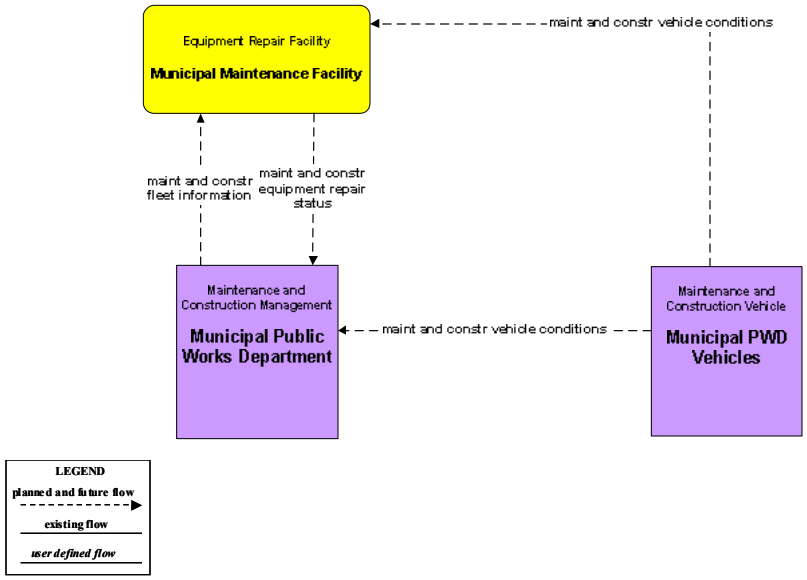


Figure A68 – MC03 – Road Weather Data Collection: TxDOT Bryan District/TTI TransLink

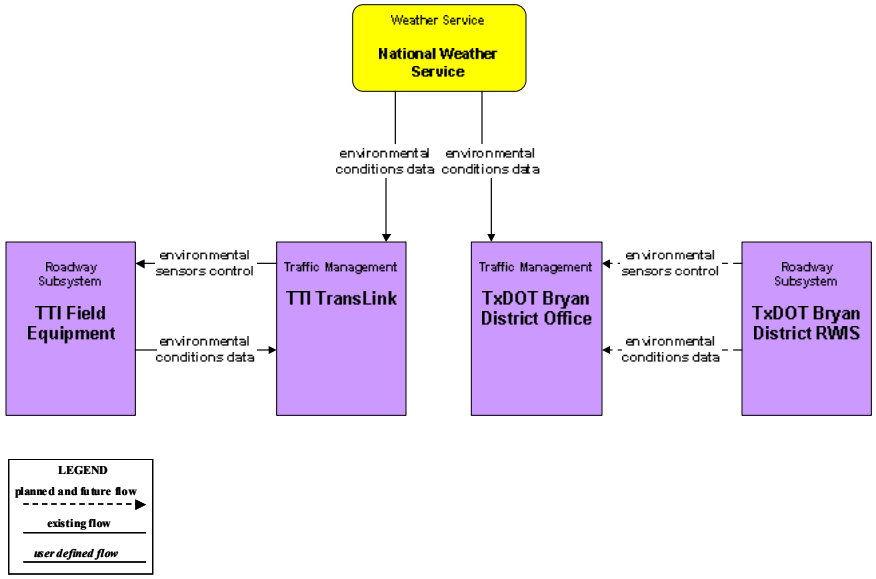


Figure A69 – MC04 – Weather Information Processing and Distribution: Brazos Valley

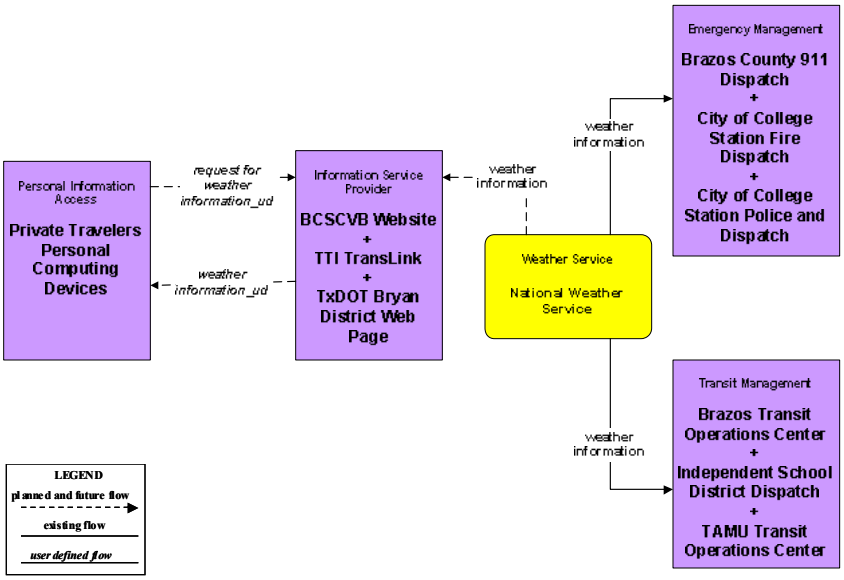


Figure A70 – MC07 – Roadway Maintenance and Construction: TxDOT Bryan District Maintenance Sections

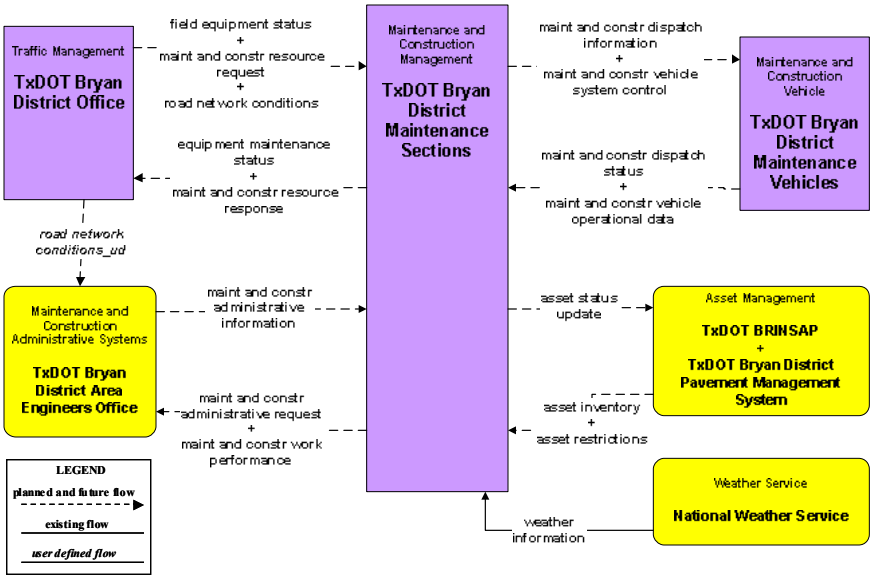


Figure A71 – MC07 – Roadway Maintenance and Construction: County Road and Bridge Maintenance

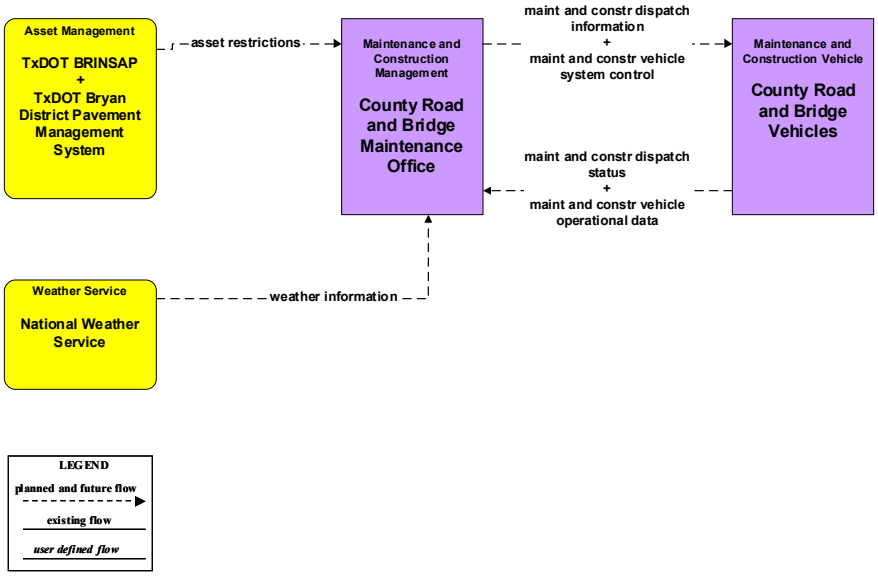


Figure A72 – MC07 – Roadway Maintenance and Construction: City of Bryan Maintenance

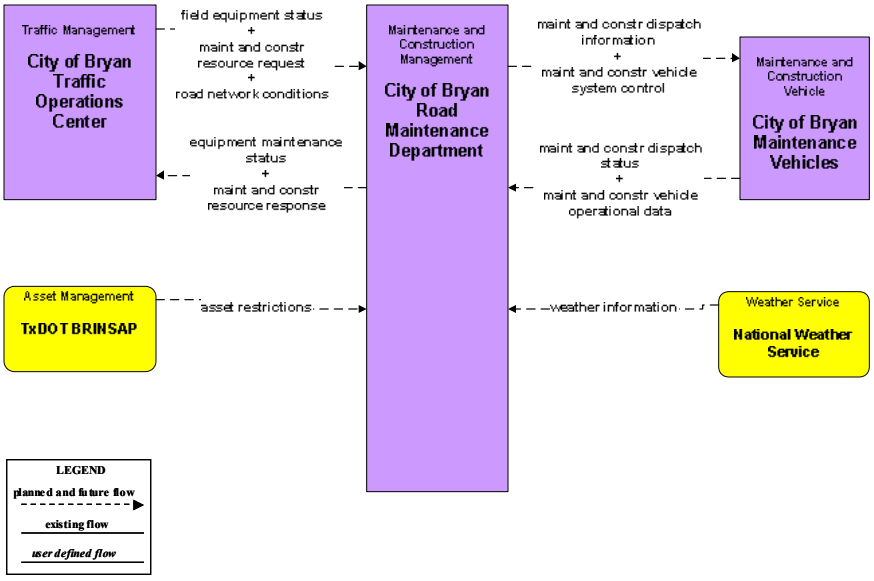


Figure A73 – MC07 – Roadway Maintenance and Construction: City of College Station Maintenance

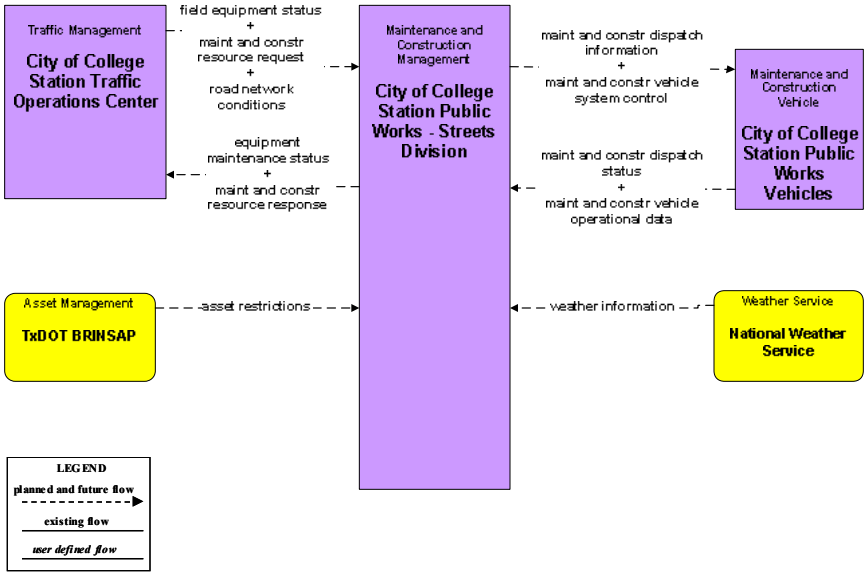


Figure A74 – MC07 – Roadway Maintenance and Construction: Municipal PWD Maintenance

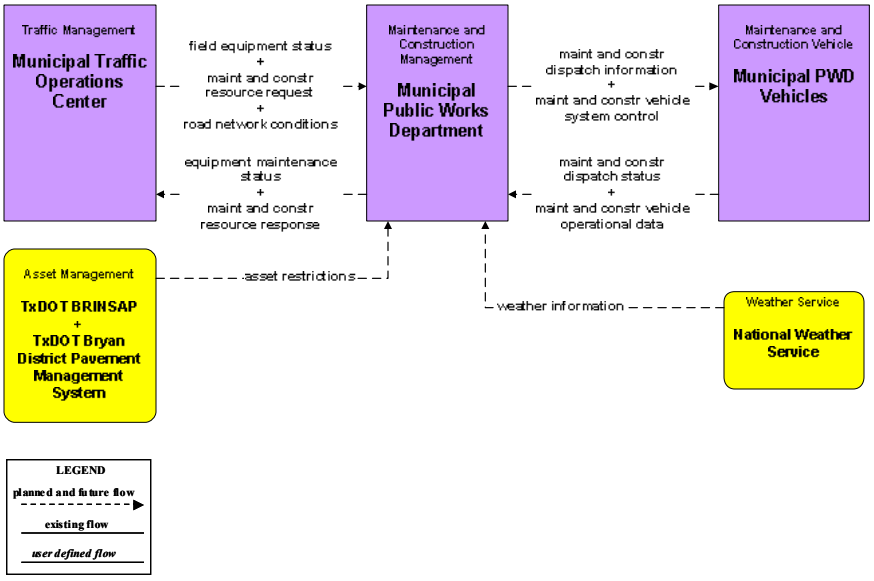


Figure A75 – MC08 – Workzone Management:
TxDOT Bryan District Maintenance Sections

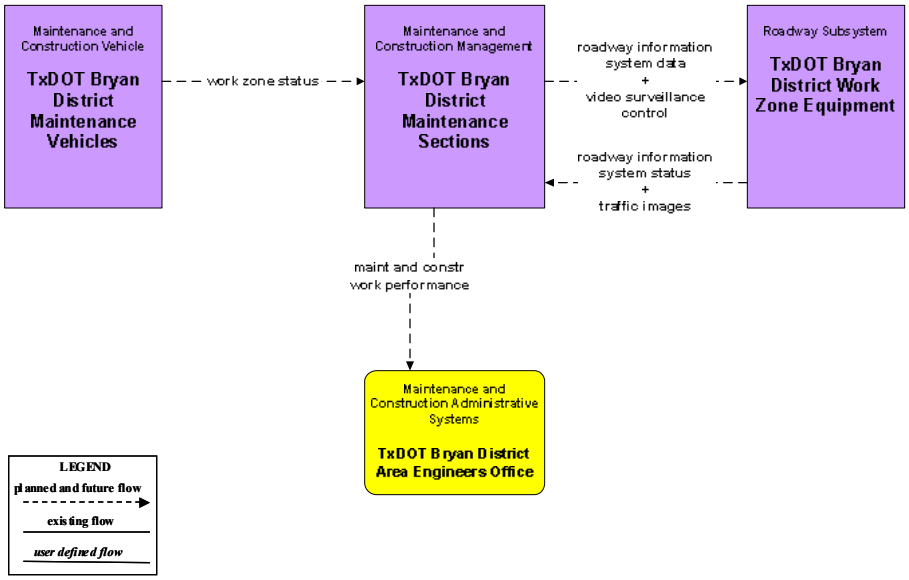


Figure A76 – MC08 – Workzone Management:
TxDOT Workzone Information Dissemination (1 of 2)

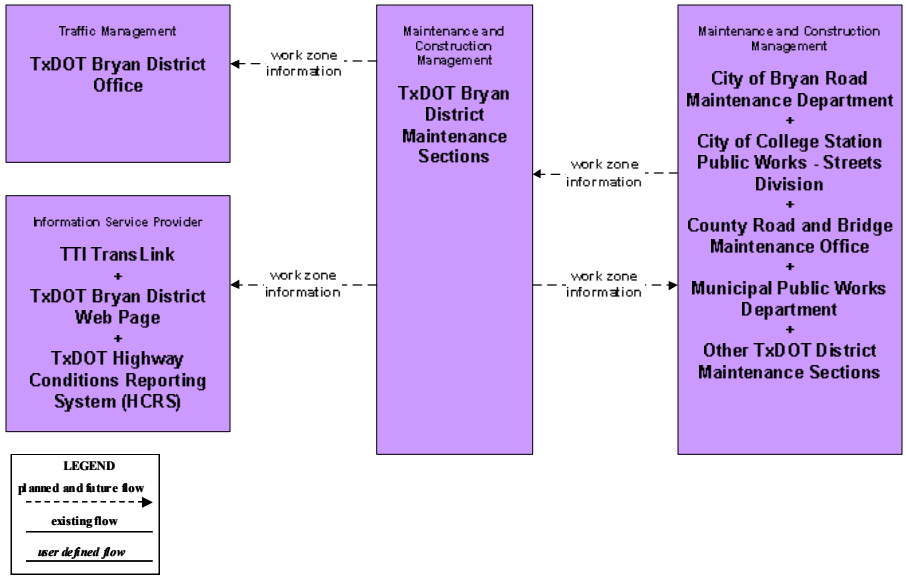


Figure A77 – MC08 – Workzone Management:
TxDOT Workzone Information Dissemination (2 of 2)

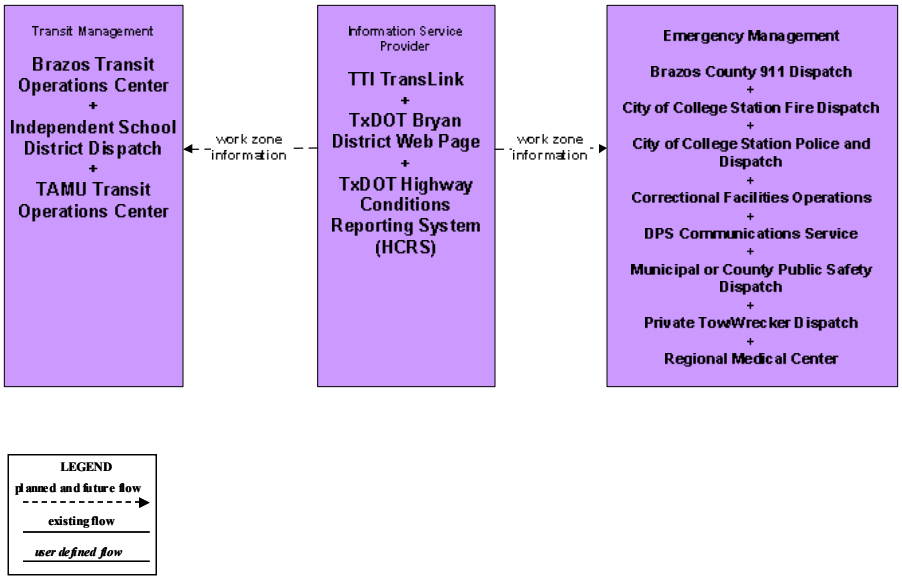


Figure A78 – MC08 – Workzone Management:
County Road and Bridge

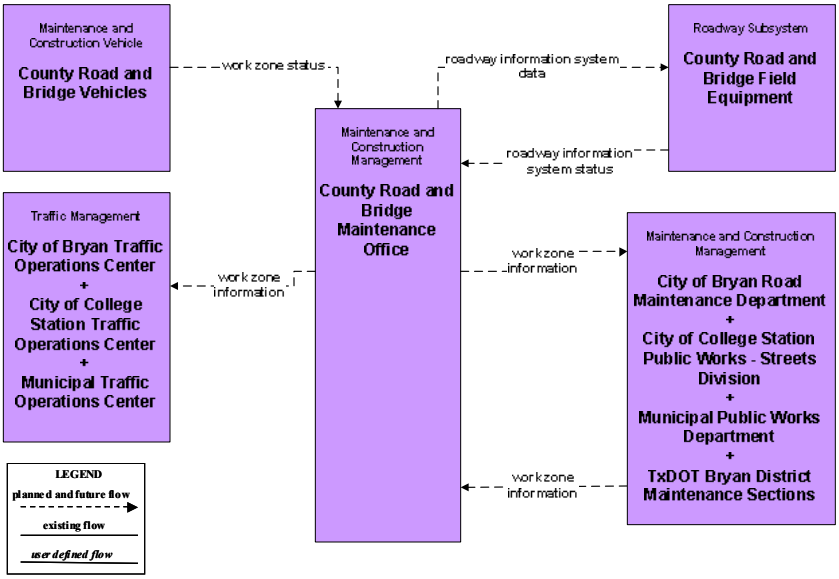


Figure A79 – MC08 – Workzone Management:
City of Bryan Maintenance

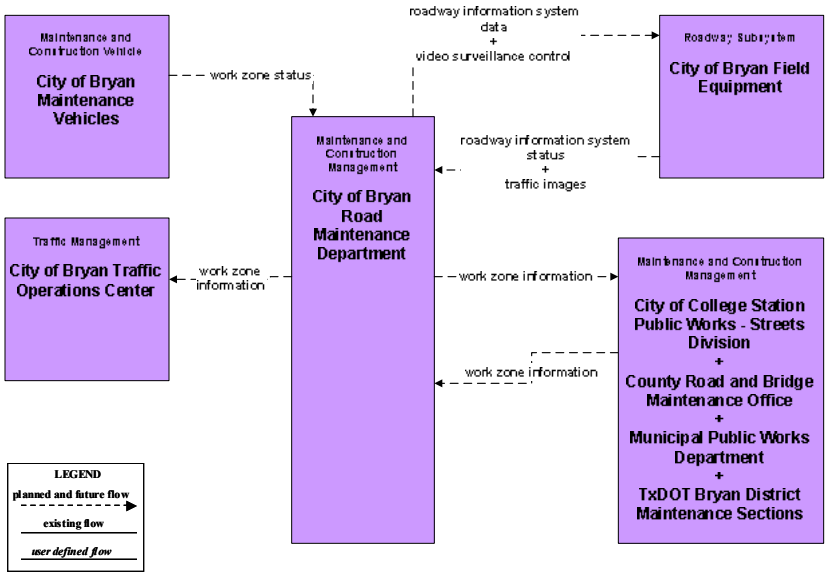


Figure A80 – MC08 – Workzone Management:
City of College Station Maintenance

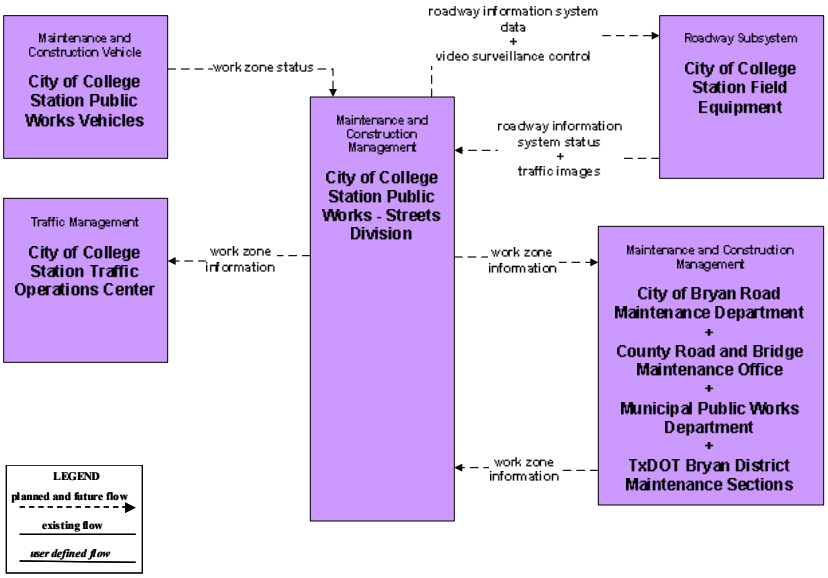


Figure A81 – MC08 – Workzone Management: Municipal PWD

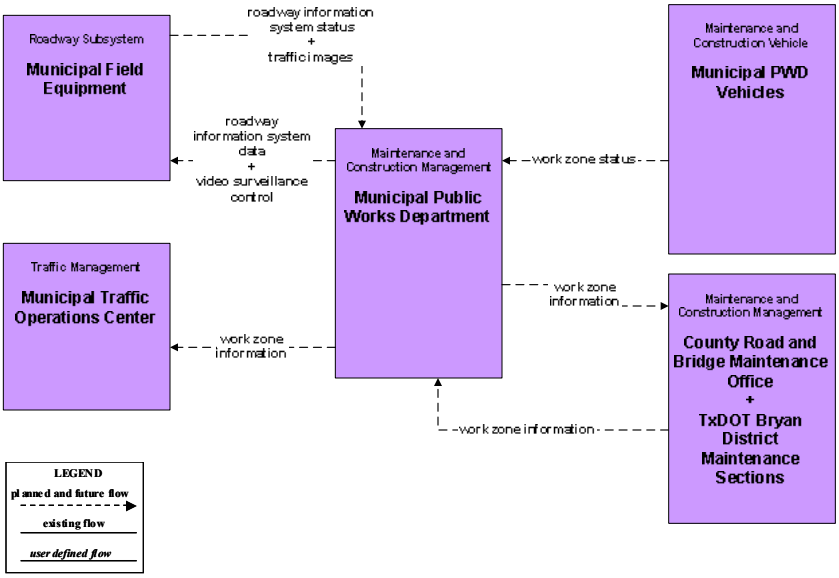


Figure A82 – MC09 – Workzone Safety Monitoring: TxDOT Bryan District Maintenance Sections

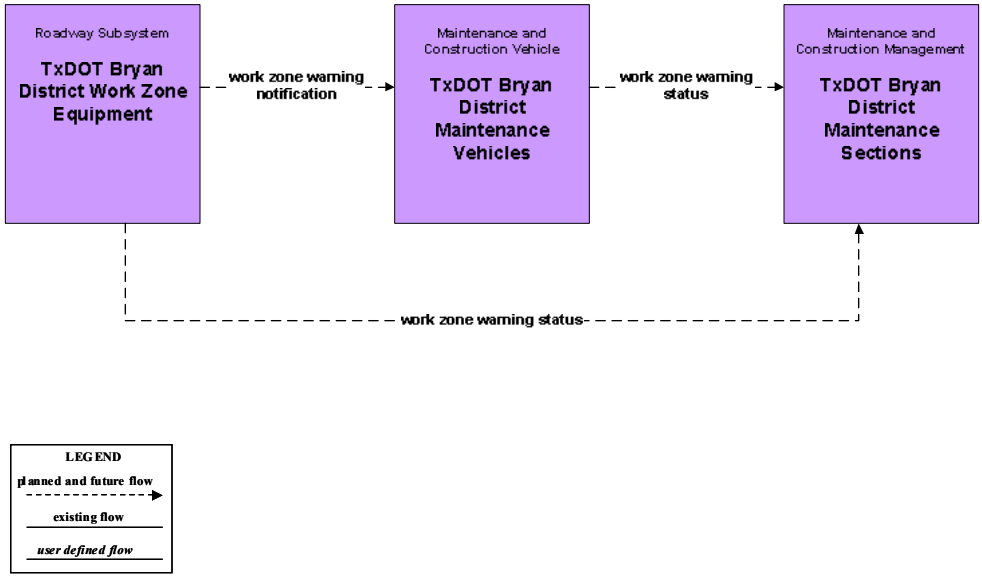


**Figure A83 – MC09 – Workzone Safety Monitoring:
City of Bryan Maintenance**

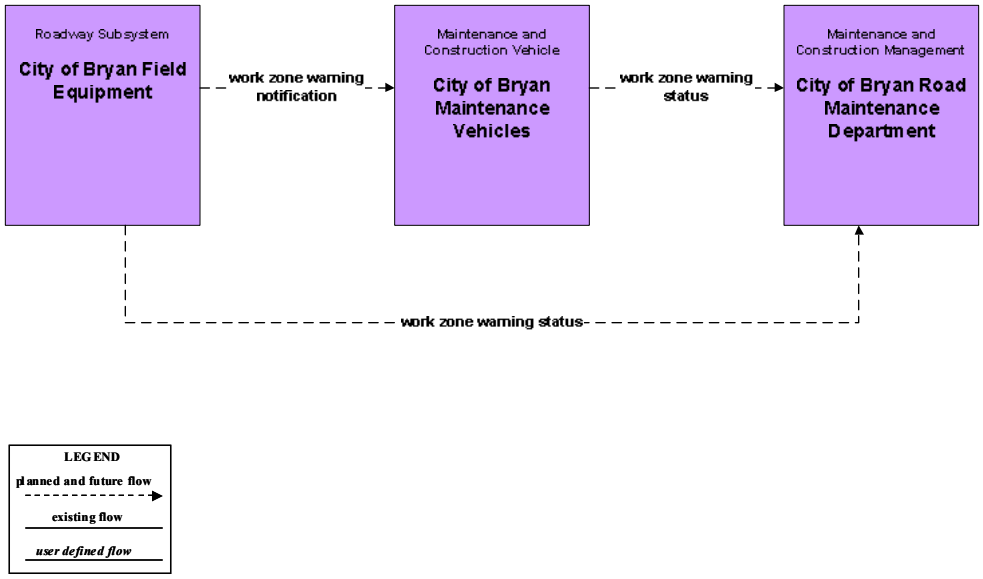


**Figure A84 – MC09 – Workzone Safety Monitoring:
City of College Station Maintenance**

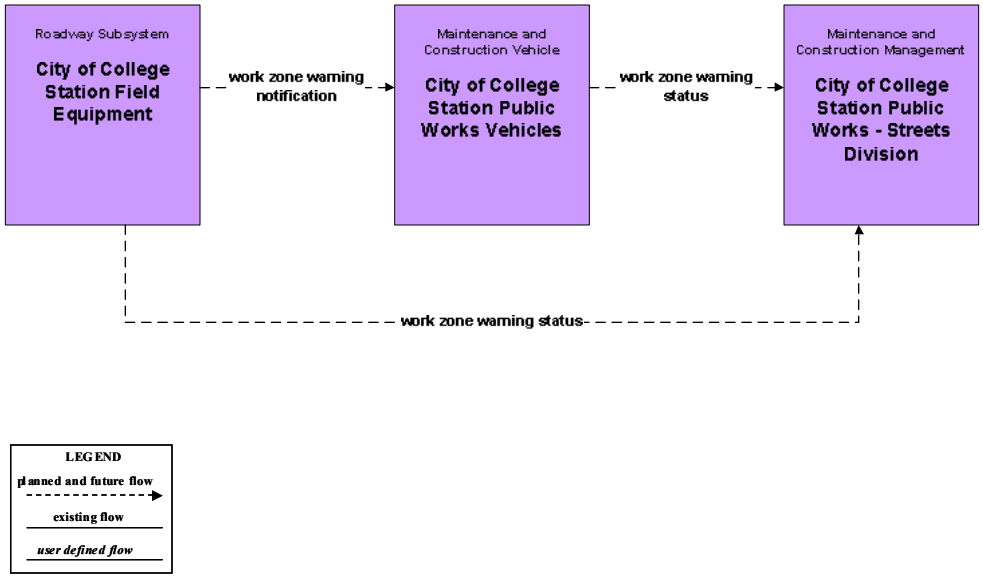


Figure A85 – MC09 – Workzone Safety Monitoring: County Road and Bridge Maintenance

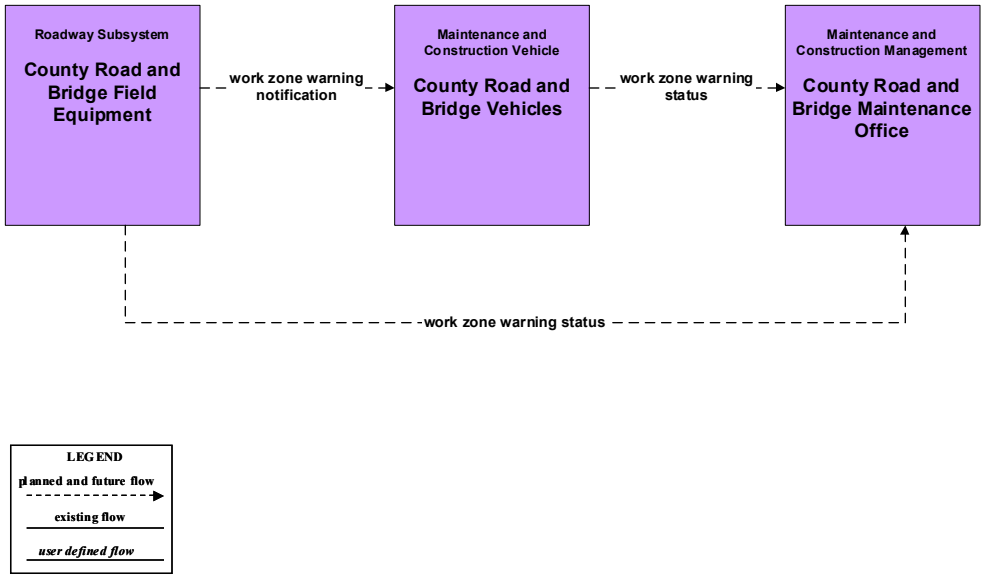


Figure A86 – MC09 – Workzone Safety Monitoring: Municipal PWD Maintenance

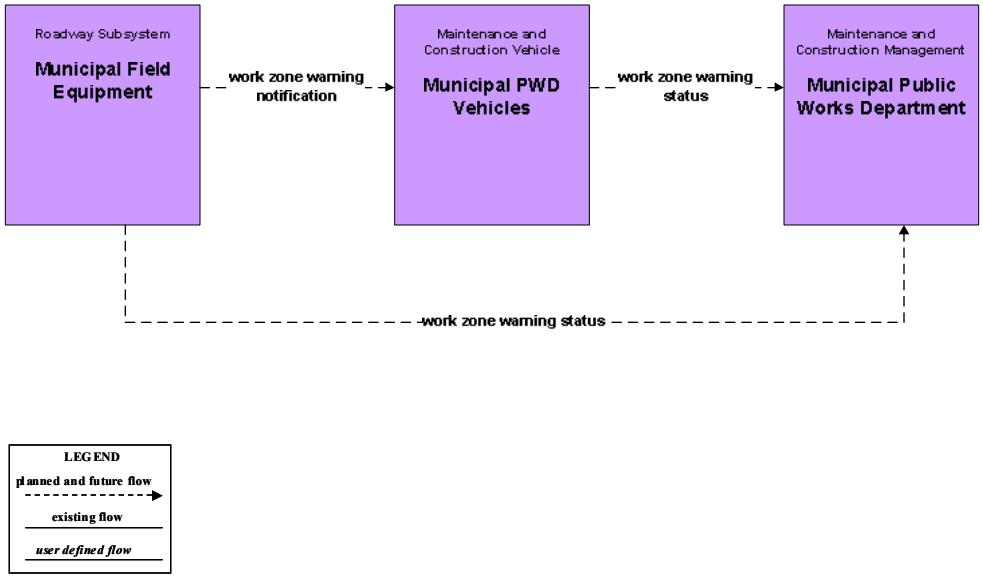


Figure A87 – MC10 – Maintenance and Construction Activity Coordination: Activity Coordination – TxDOT (1 of 3)

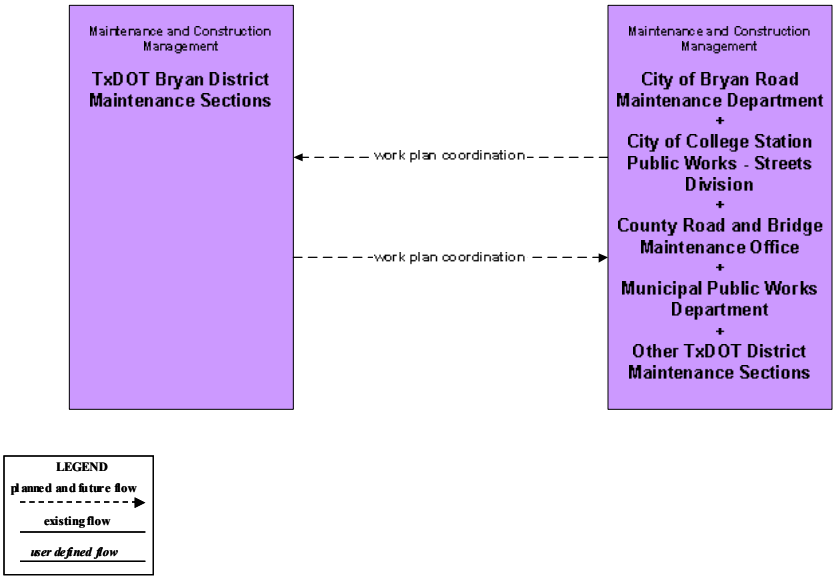


Figure A88 – MC10 – Maintenance and Construction Activity Coordination: Activity Coordination – TxDOT (2 of 3)

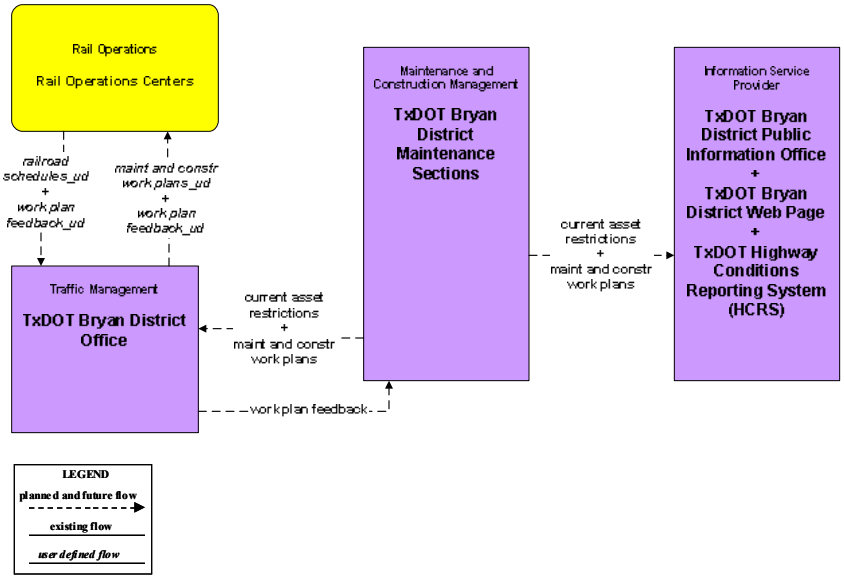


Figure A89 – MC10 – Maintenance and Construction Activity Coordination: Activity Coordination – TxDOT (3 of 3)

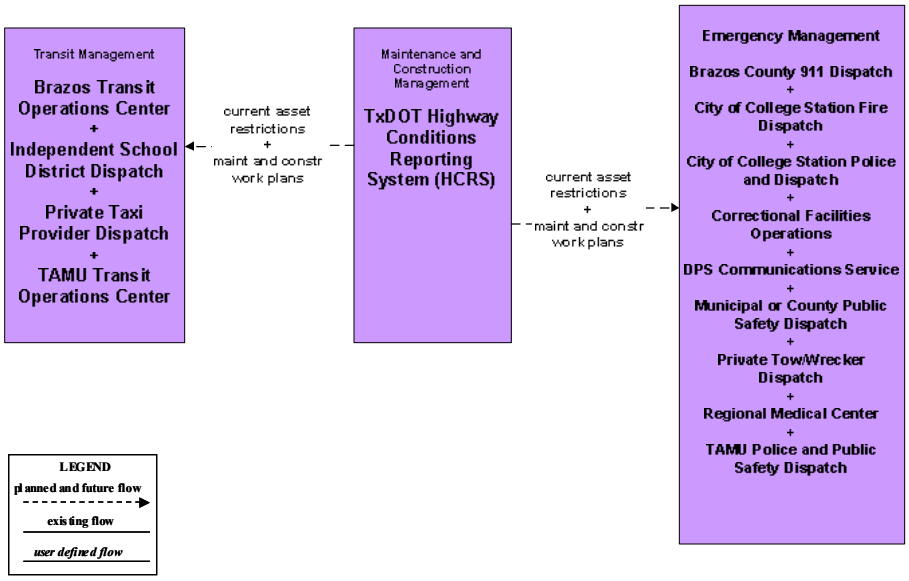


Figure A90 – MC10 – Maintenance and Construction Activity Coordination: County Road and Bridge Maintenance

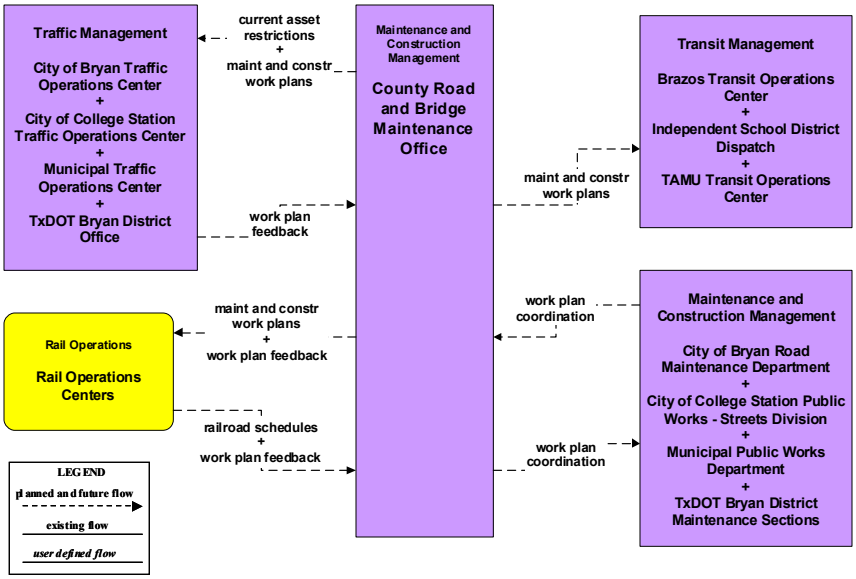


Figure A91 – MC10 – Maintenance and Construction Activity Coordination: City of Bryan Maintenance

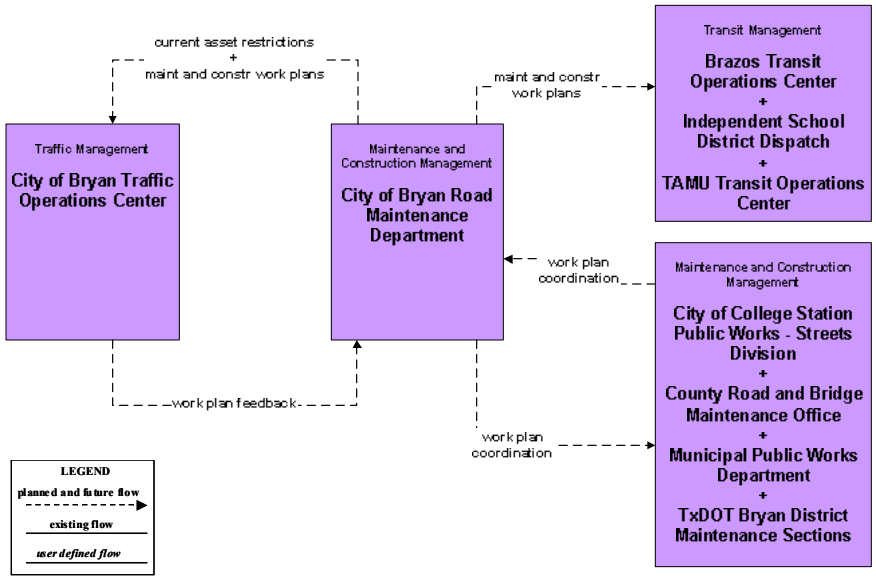


Figure A92 – MC10 – Maintenance and Construction Activity Coordination: City of College Station Maintenance

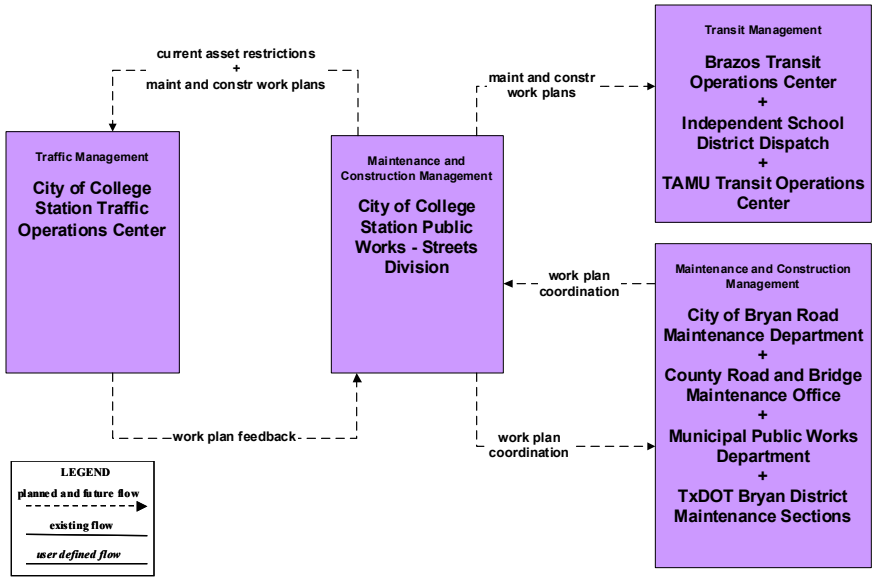


Figure A93 – MC10 – Maintenance and Construction Activity Coordination: Municipal Public Works Departments

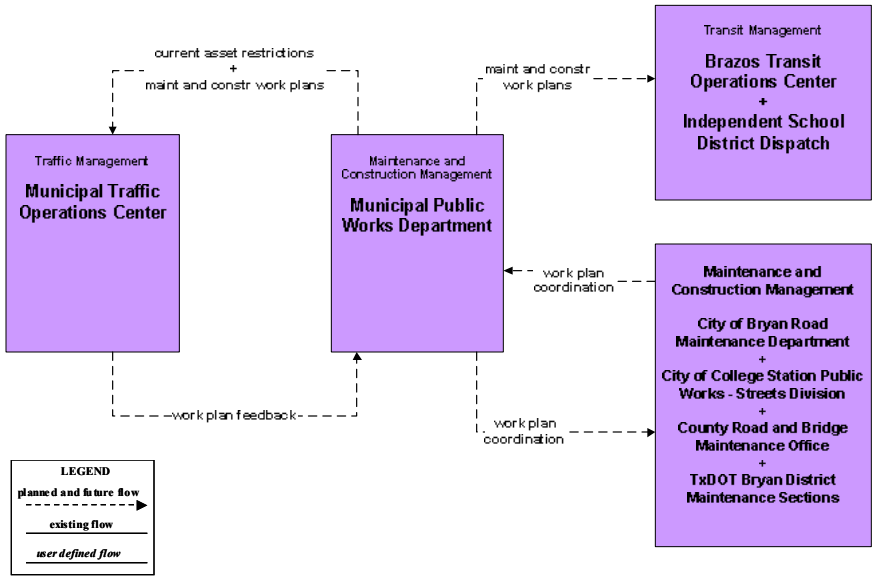


Figure A94 – APTS1 – Transit Vehicle Tracking: Brazos Transit

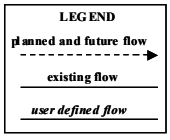


**Figure A95 – APTS1 – Transit Vehicle Tracking:
Texas A&M Transportation Services**

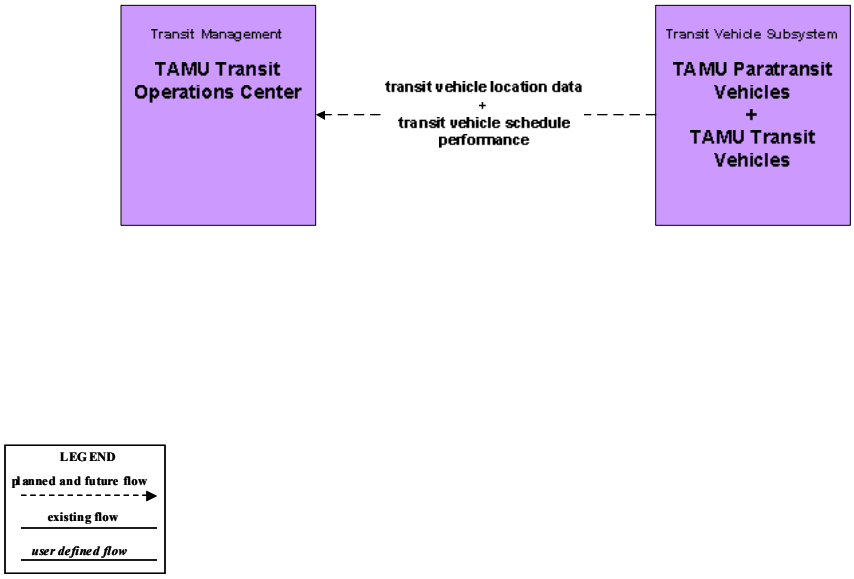


**Figure A96 – APTS1 – Transit Vehicle Tracking:
Independent School District**

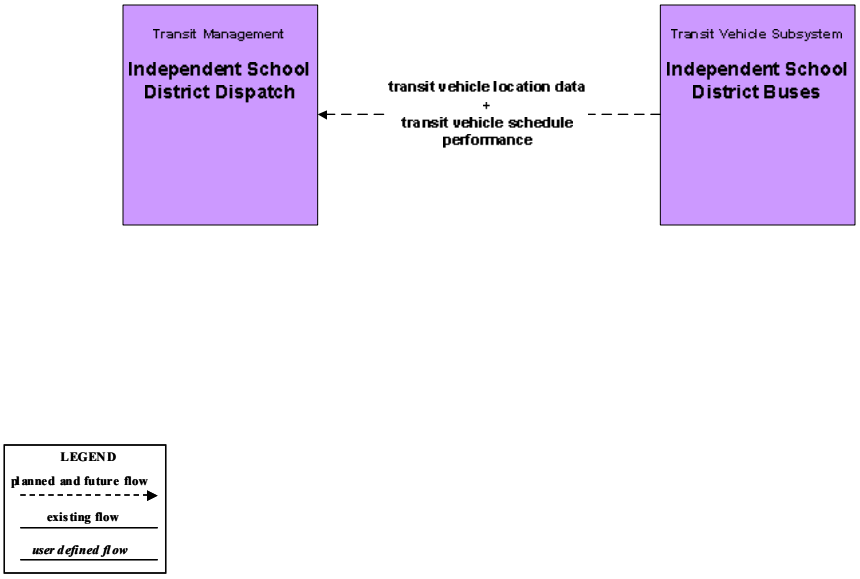


Figure A97 – APTS2 – Transit Fixed-Route Operations: Brazos Transit

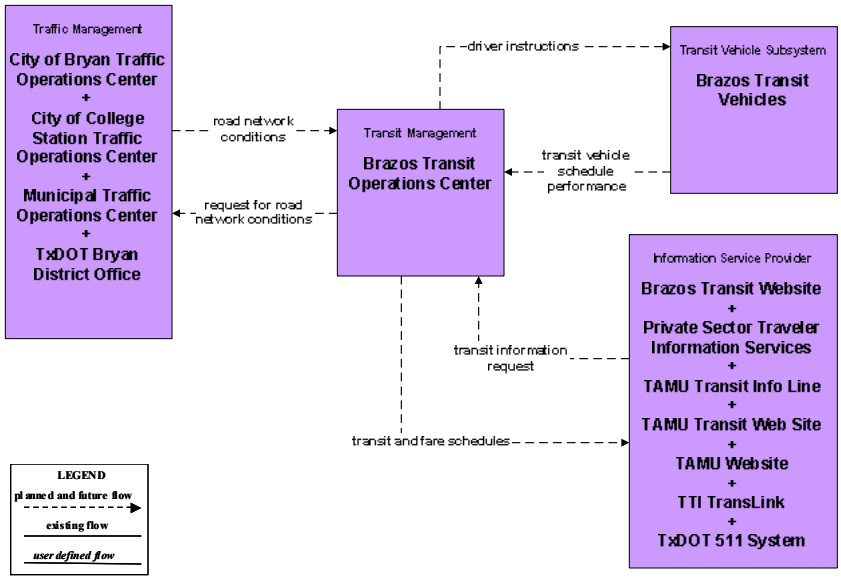


Figure A98 – APTS2 – Transit Fixed-Route Operations: Texas A&M Transportation Services

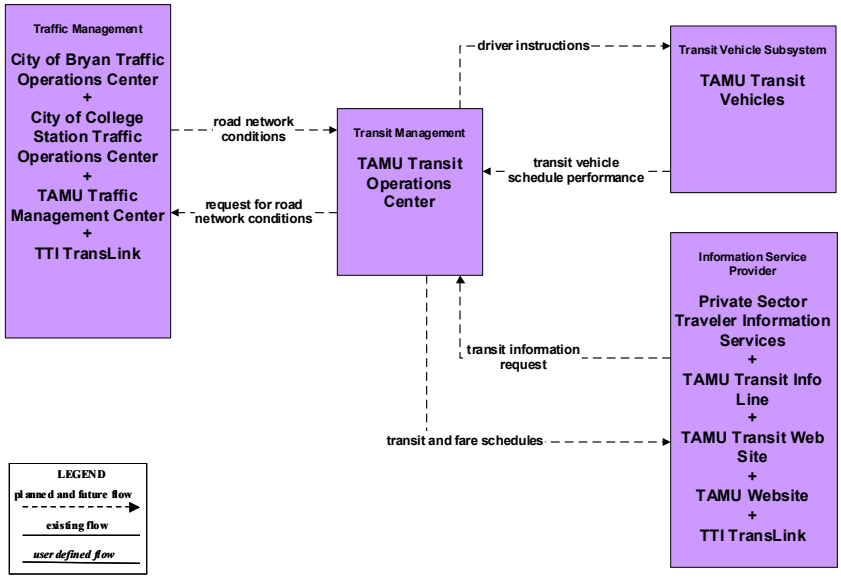


Figure A99 – APTS2 – Transit Fixed-Route Operations: Independent School Districts

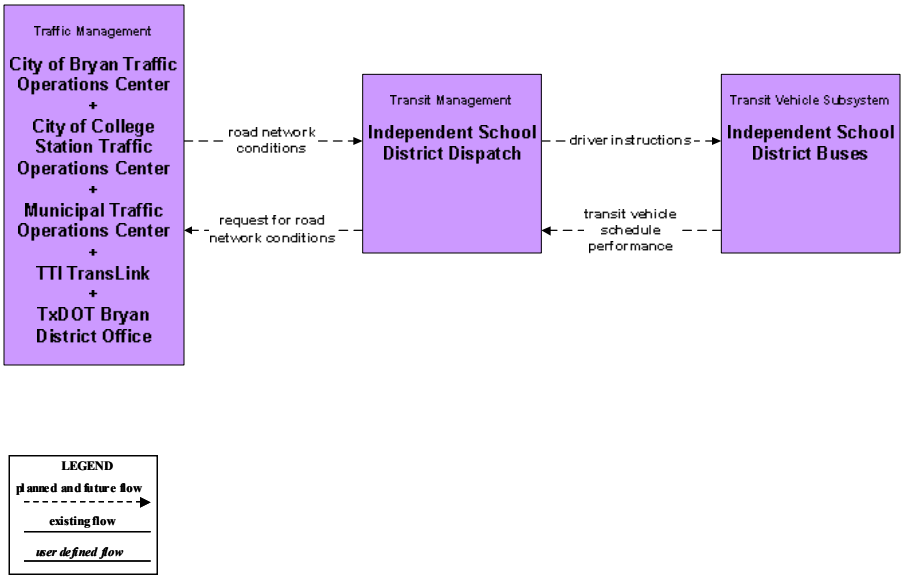


Figure A100 – APTS3 – Demand Response Transit Operations: Brazos Transit

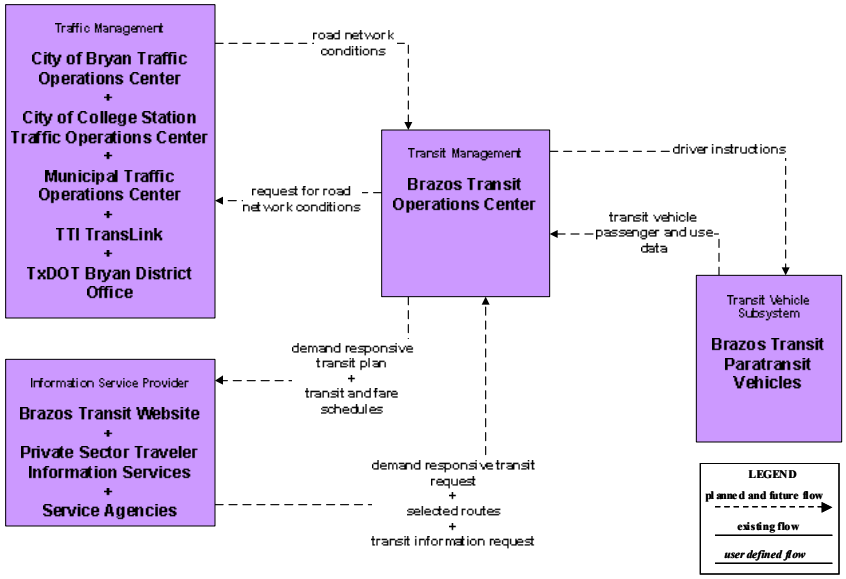


Figure A101 – APTS3 – Demand Response Transit Operations: Texas A&M Transportation Services

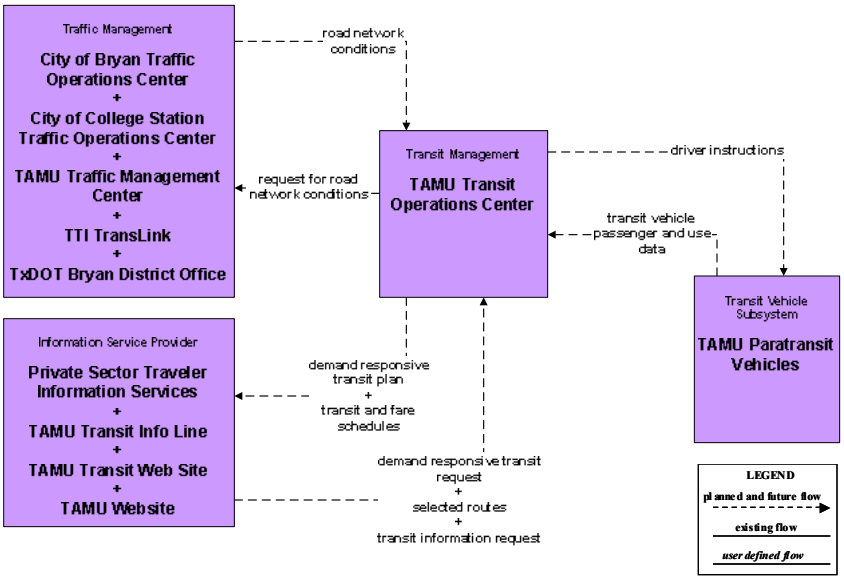


Figure A102 – APTS4 – Transit Passenger and Fare Payment: Brazos Transit

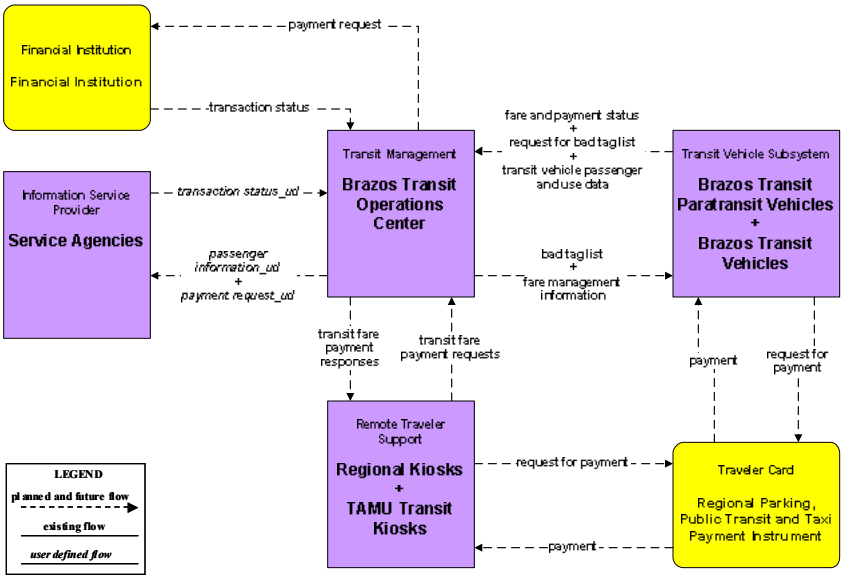


Figure A103 – APTS5 – Transit Security:
Brazos Transit

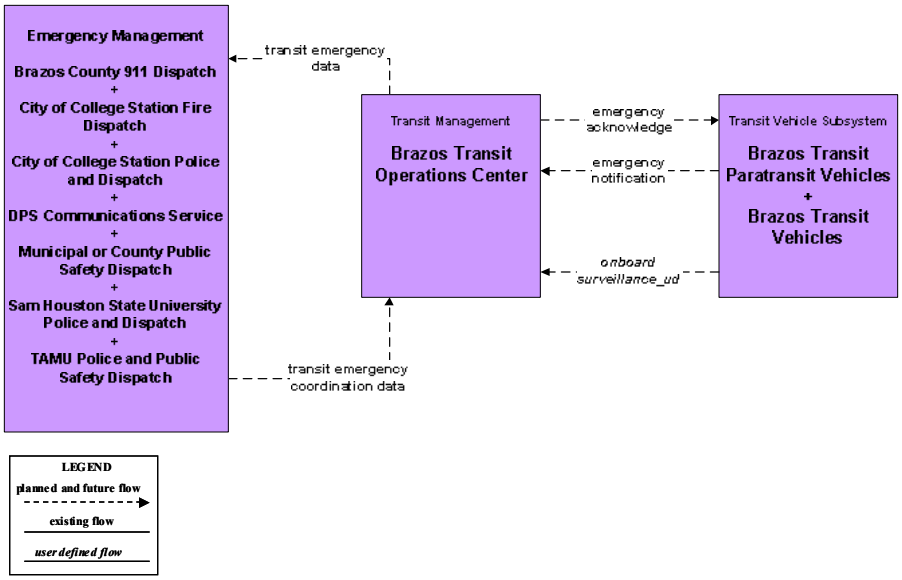


Figure A104 – APTS5 – Transit Security:
Texas A&M Transportation Services

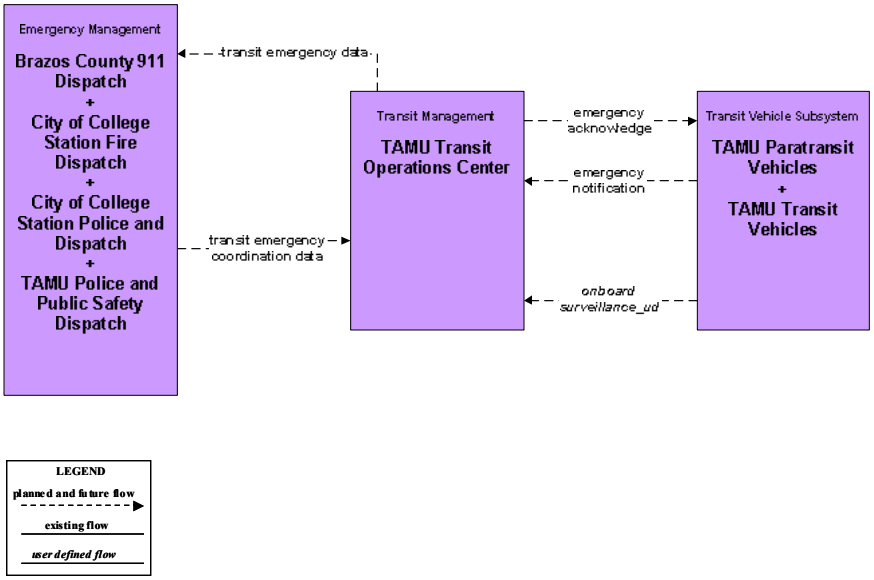


Figure A105 – APTS5 – Transit Security: Independent School Districts

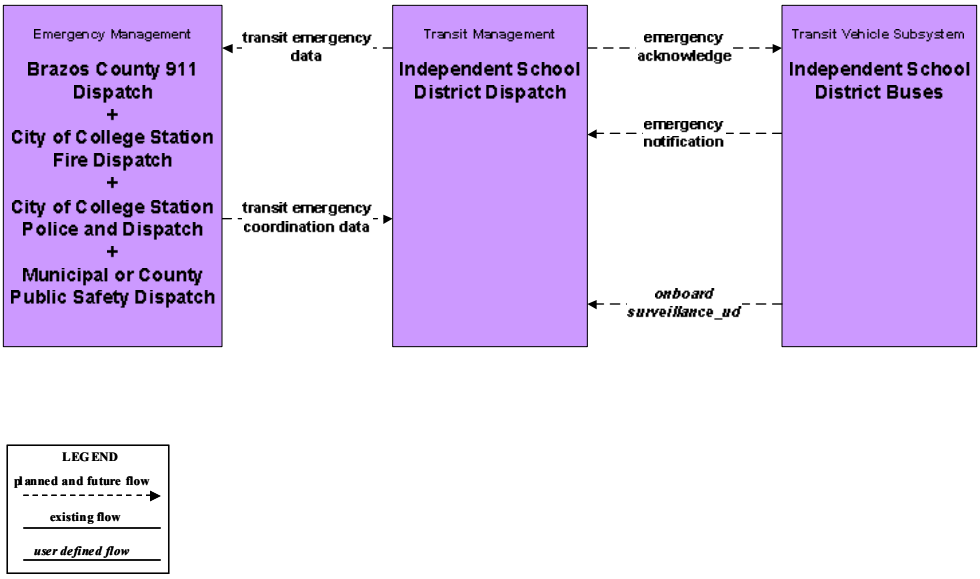


Figure A106 – APTS7 – Multimodal Coordination: Brazos Transit

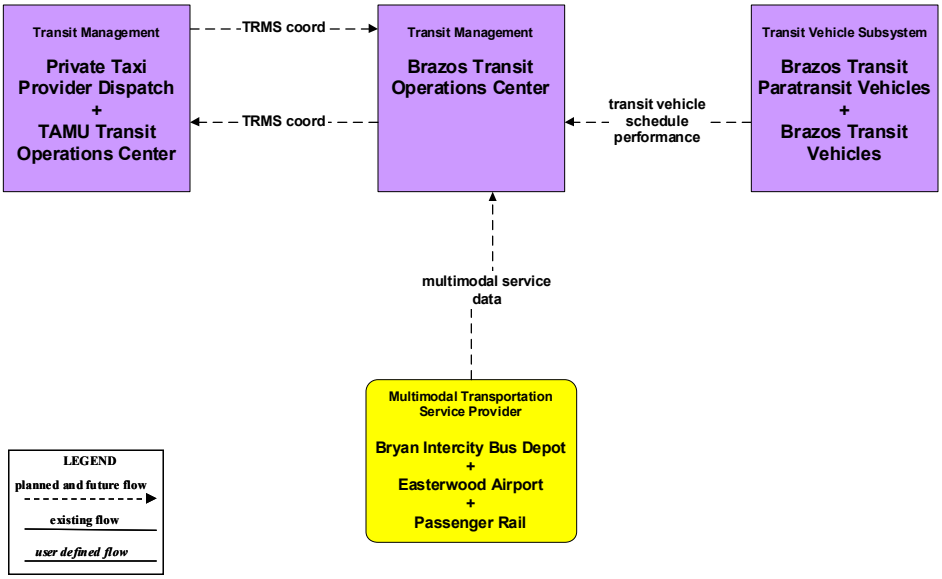


**Figure A107 – APTS7 – Multimodal Coordination:
Texas A&M Transportation Services**

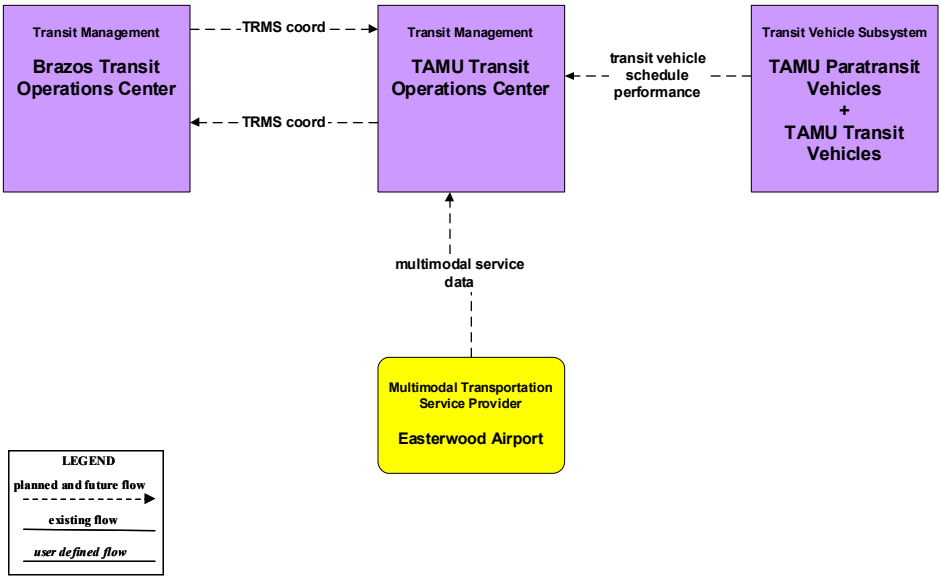


**Figure A108 – APTS8 – Transit Traveler Information:
Brazos Transit**

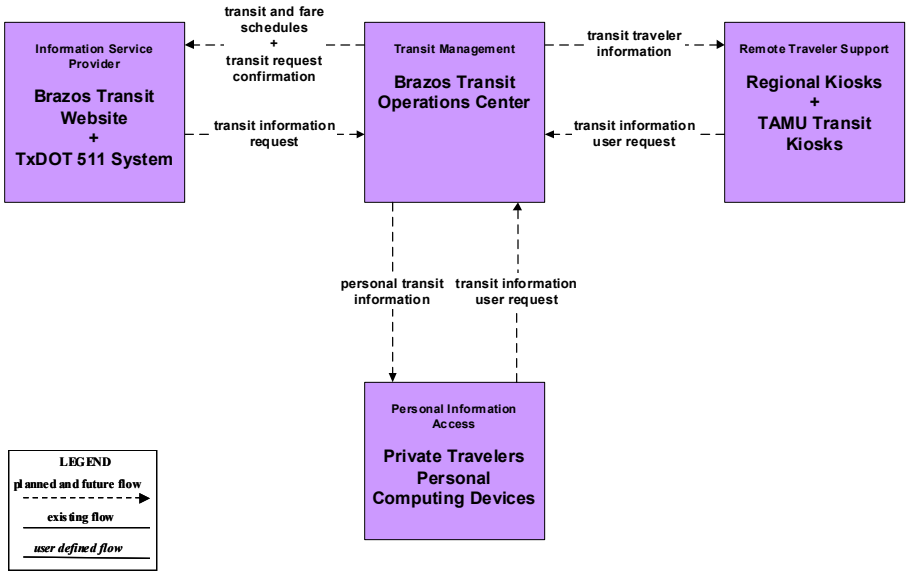


Figure A109 – APTS8 – Transit Traveler Information: Texas A&M Transportation Services

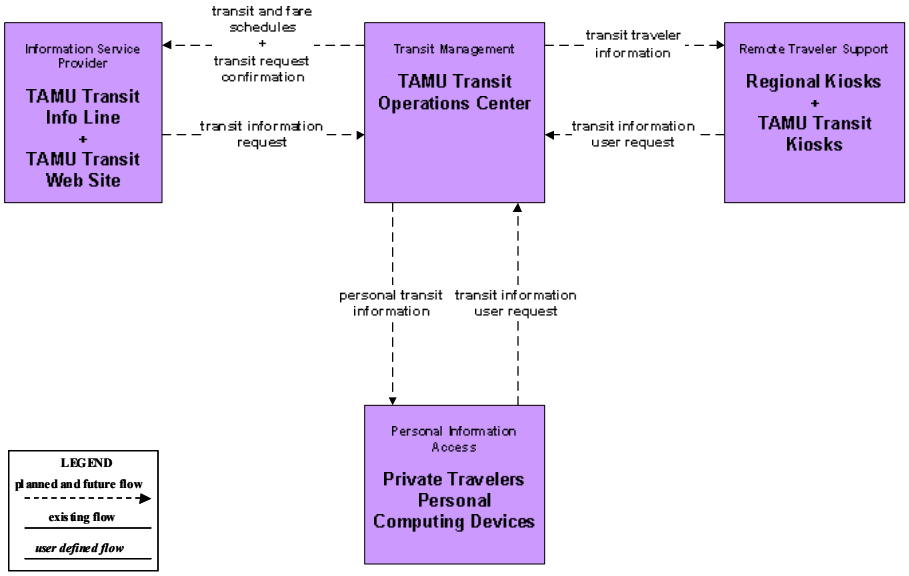


Figure A110 – CVO04 – CV Administrative Processes

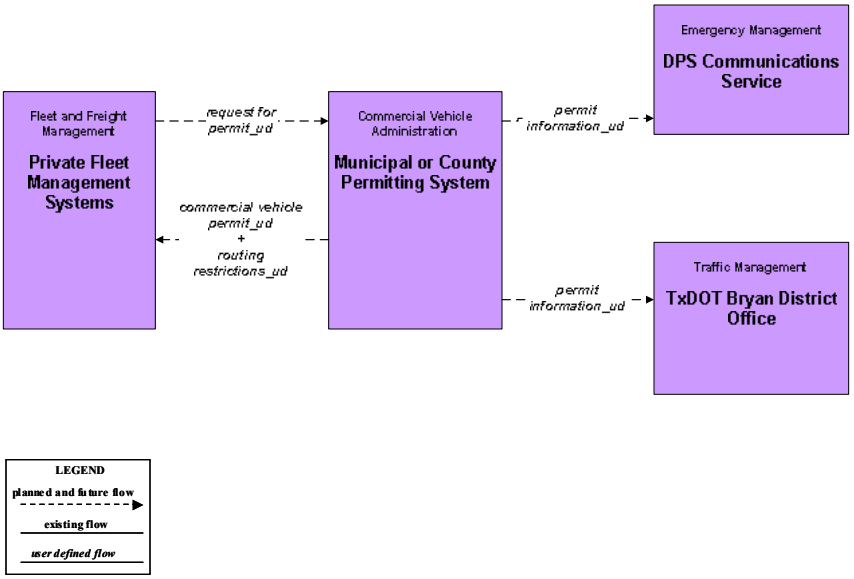


Figure A111 – CVO10 – HAZMAT: Commercial Vehicles

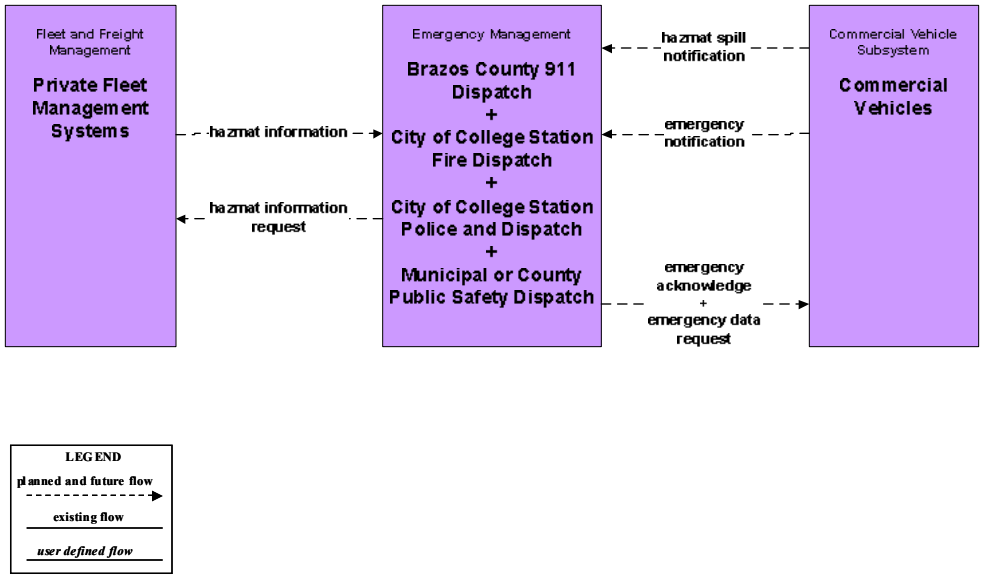


Figure A112 – CVO10 – HAZMAT: Rail Cars

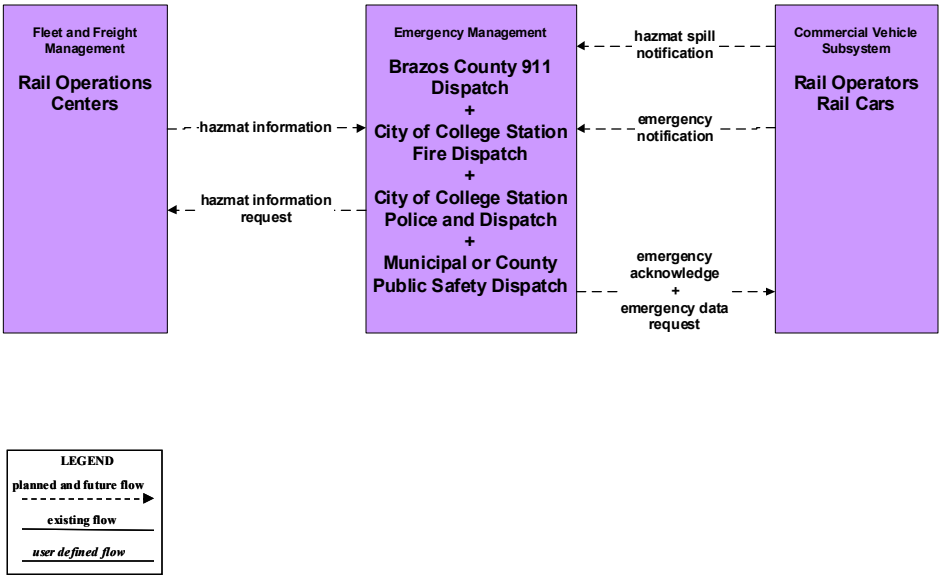


Figure A113 – ATIS1 – Broadcast Traveler Information: TxDOT Bryan District Web Page (Inputs)

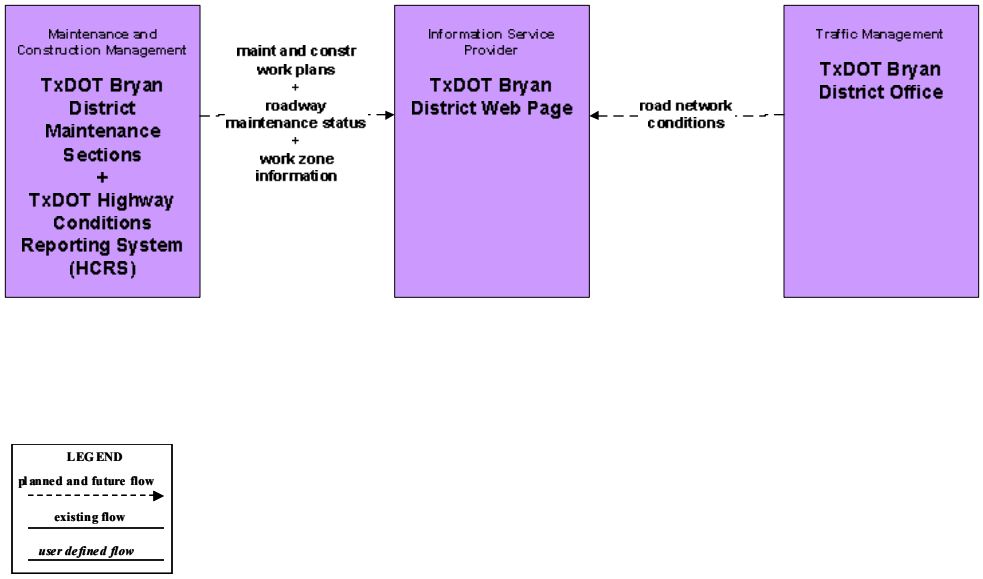


Figure A114 – ATIS1 – Broadcast Traveler Information: TxDOT Bryan District Web Page (Outputs)

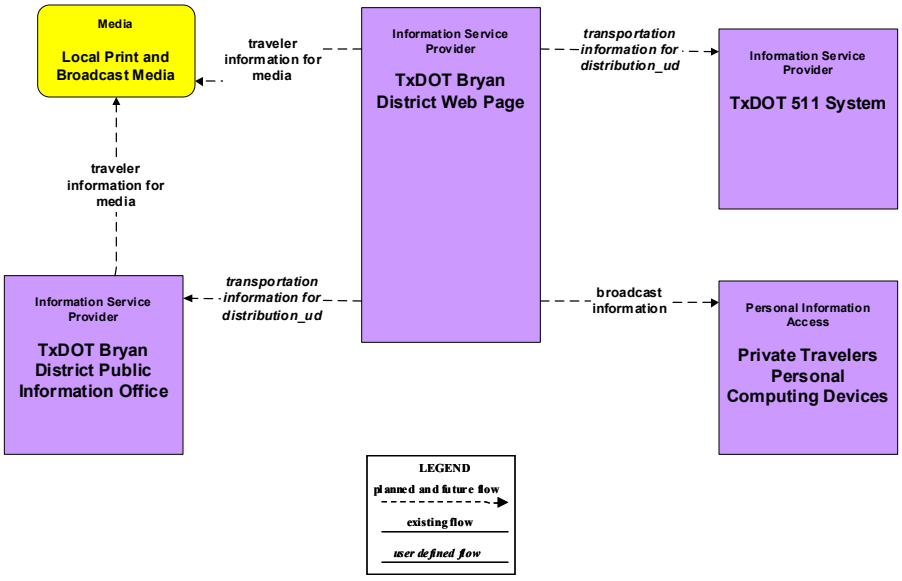


Figure A115 – ATIS1 – Broadcast Traveler Information: Independent School District

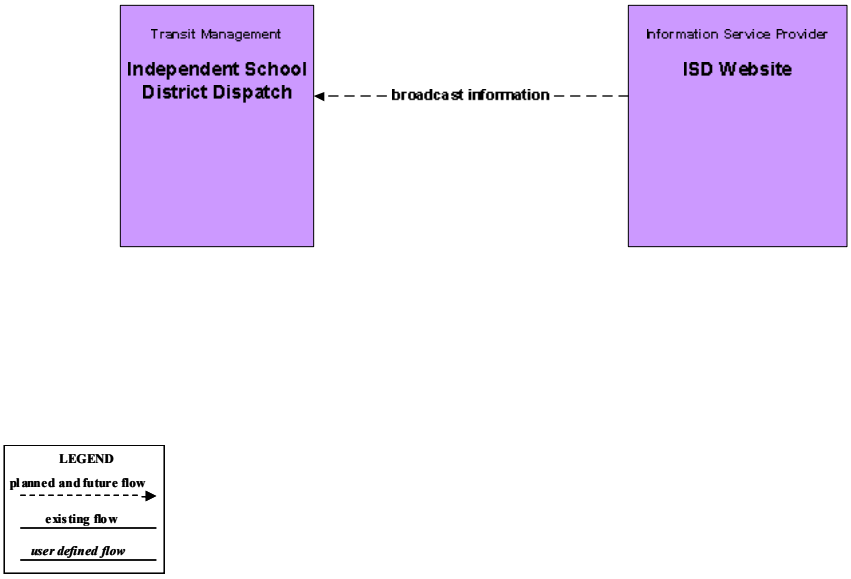


Figure A116 – ATIS5 – ISP Based Route Guidance: TxDOT Motor Carrier Routing Information

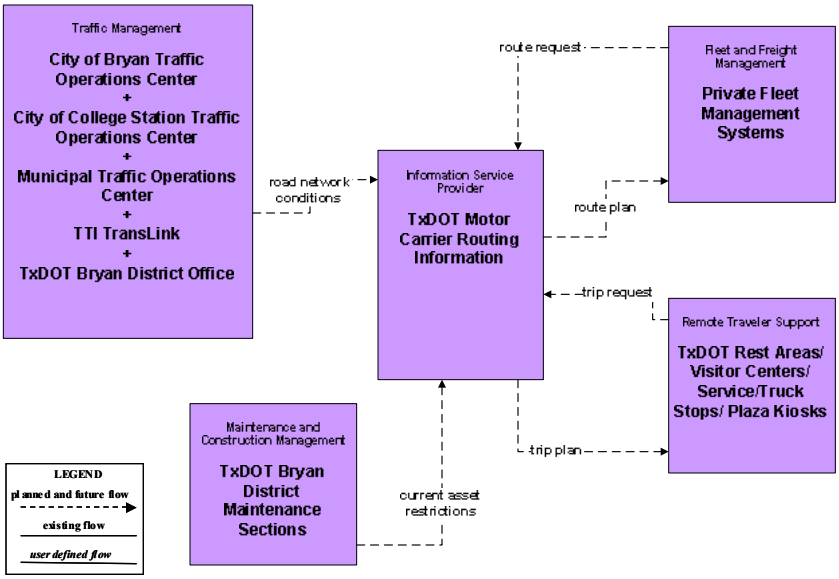


Figure A117 – AD1 – ITS Data Mart:
TxDOT Bryan District – Maintenance

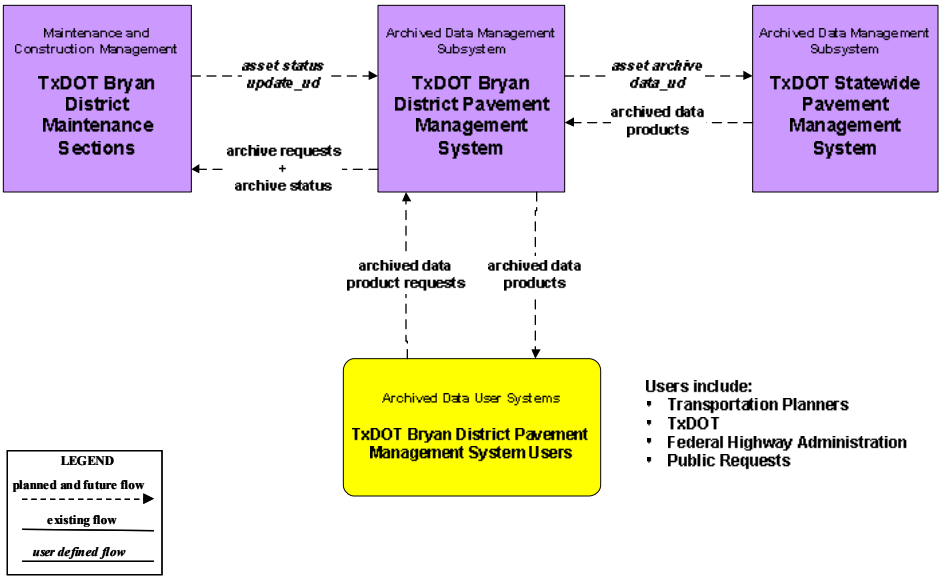


Figure A118 – AD1 – ITS Data Mart:
Crash Records Database Systems

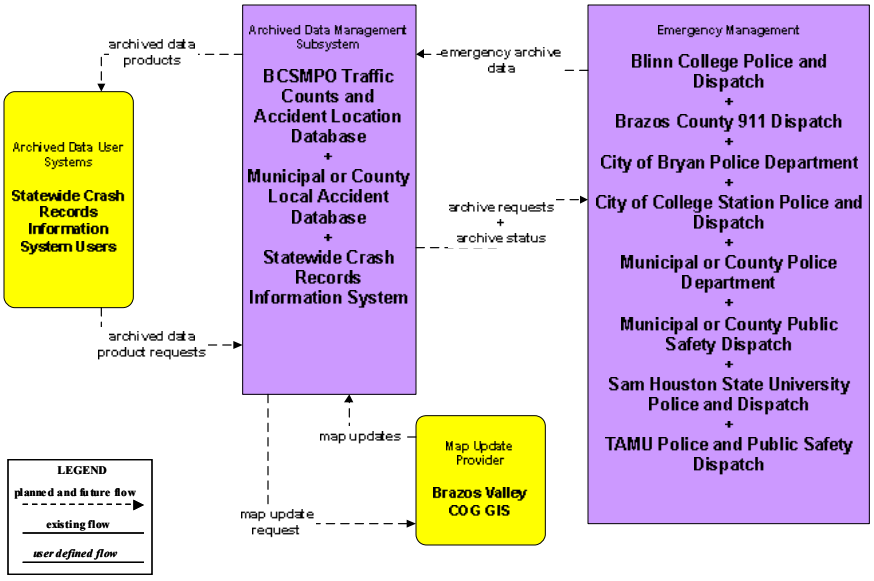


Figure A119 – AD1 – ITS Data Mart:
TxDOT Bryan District – Transit

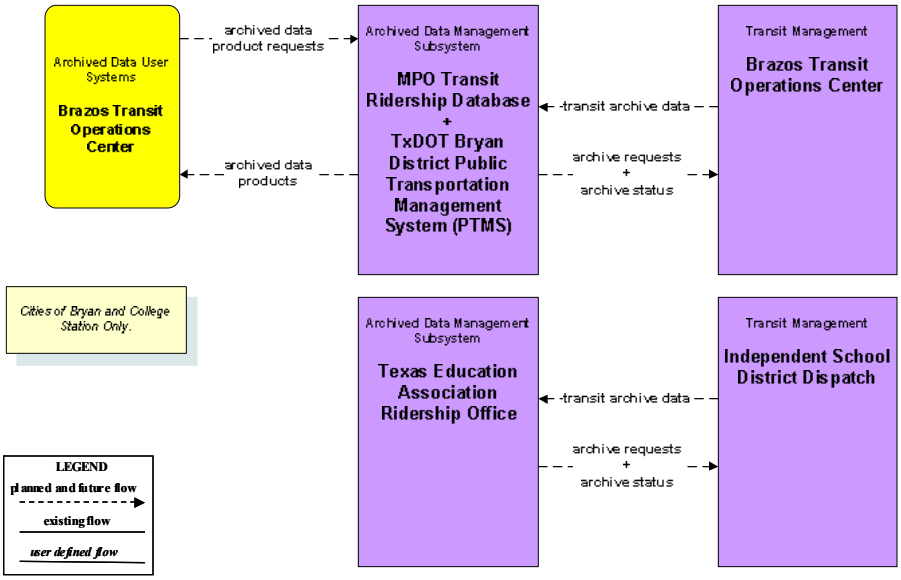


Figure A120 – AD1 – ITS Data Mart:
Independent School Districts

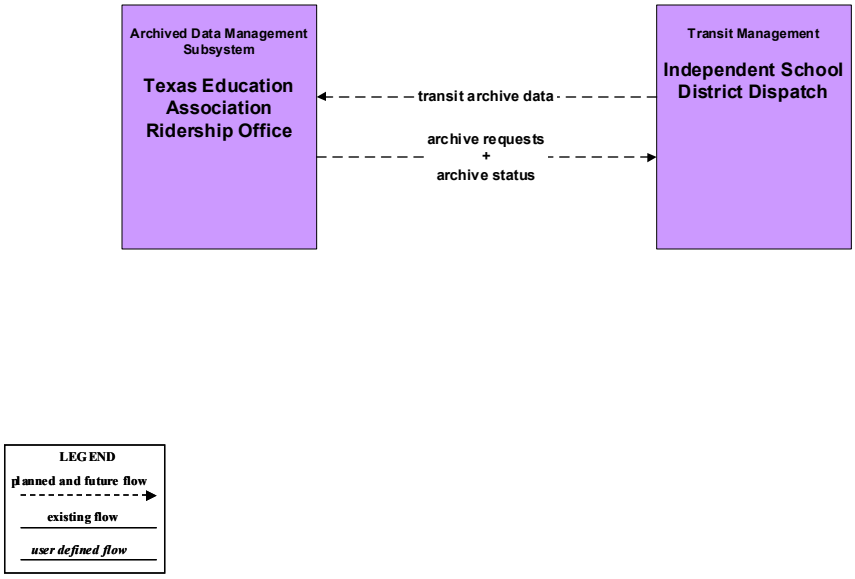


**Figure A121 – AD2 – ITS Data Warehouse:
Bryan/College Station MPO (1 of 2)**

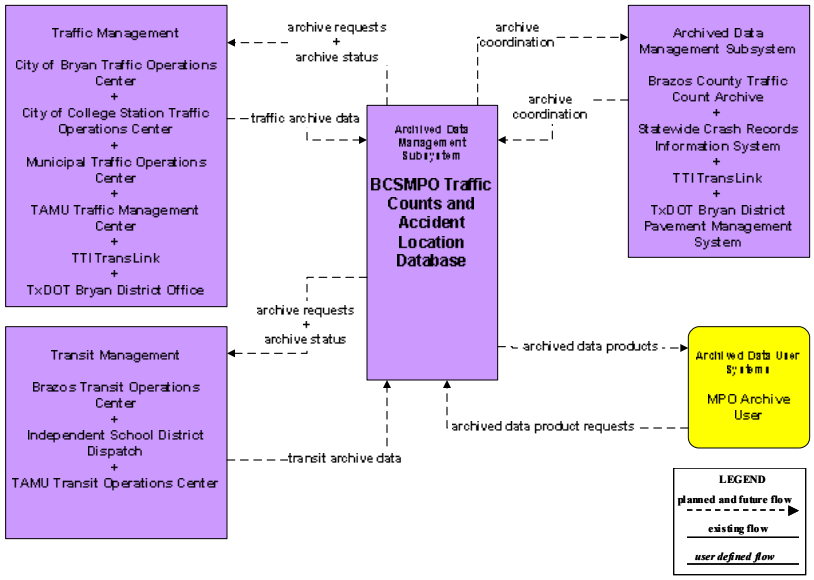


**Figure A122 – AD2 – ITS Data Warehouse:
Bryan/College Station MPO (2 of 2)**

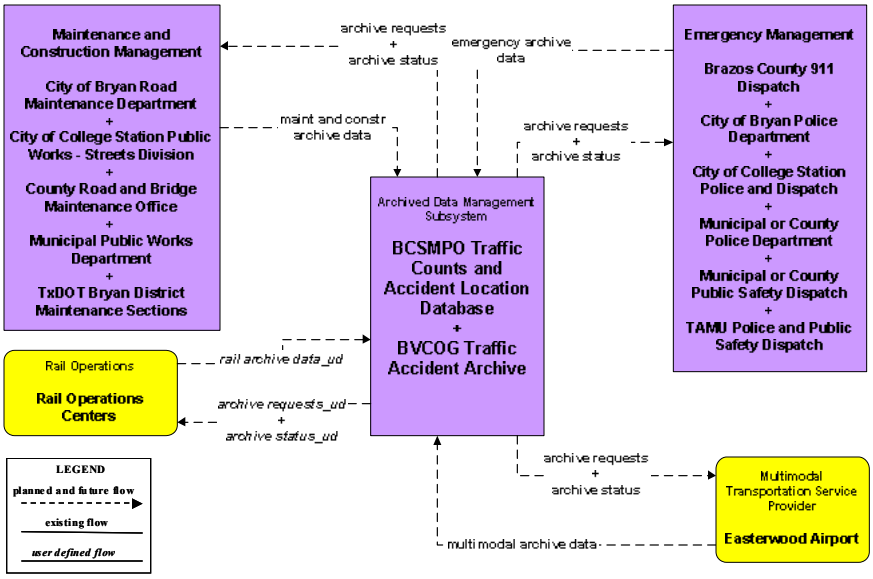


Figure A123 – AD2 – ITS Data Warehouse: TransLink (1 of 2)

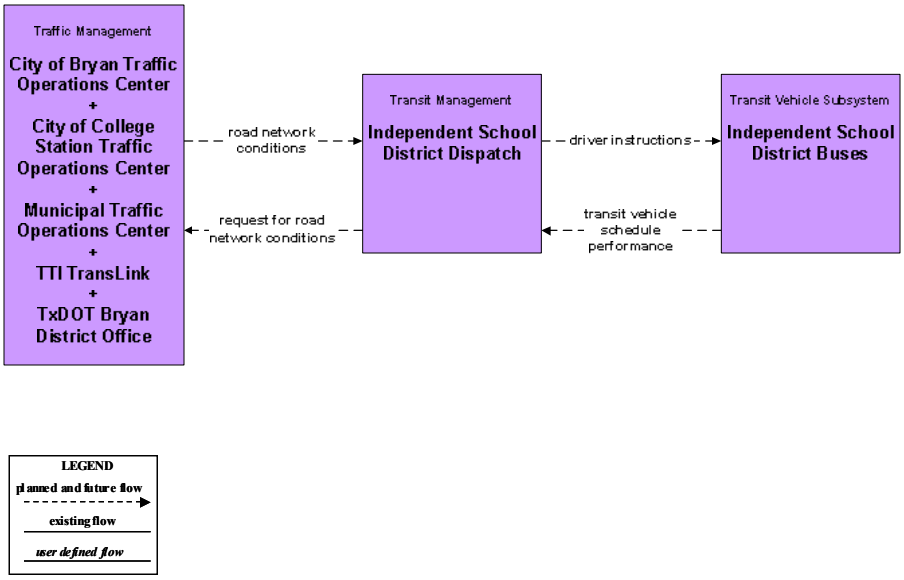
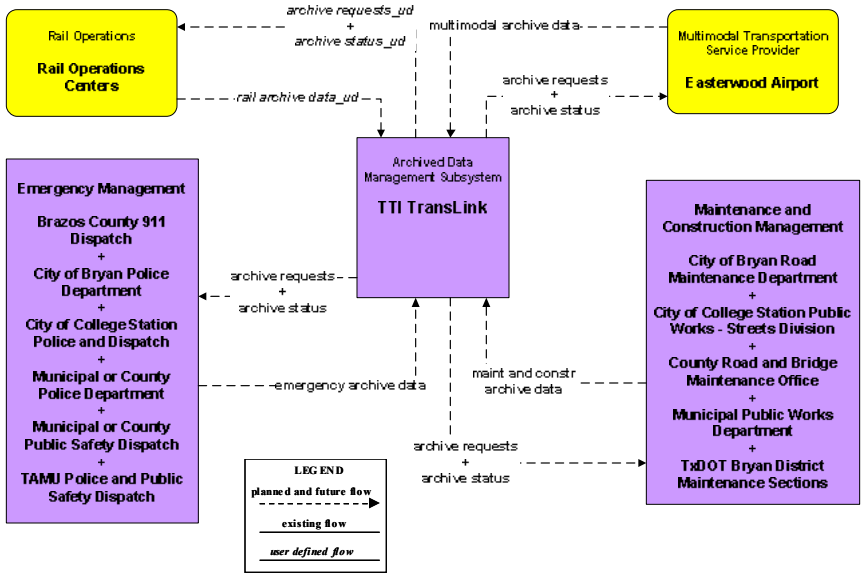


Figure A124 – AD2 – ITS Data Warehouse: TransLink (2 of 2)



APPENDIX B – INTERFACE DIAGRAMS

APPENDIX B

LIST OF FIGURES

APPENDIX B

LIST OF FIGURES

APPENDIX B

LIST OF FIGURES

Figure B1 – Automated Call Out System Interfaces

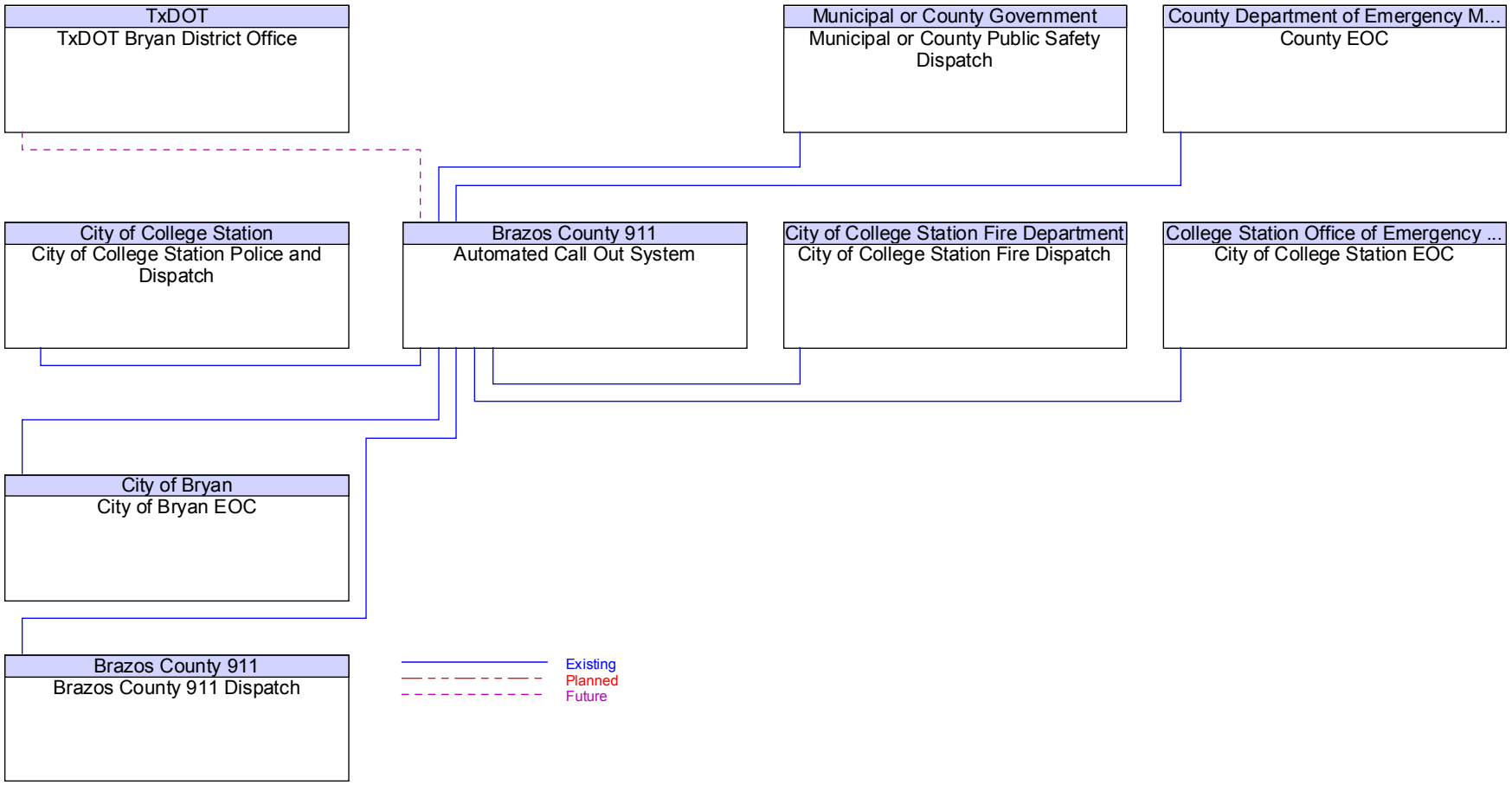


Figure B2 – BCSMPO Traffic Counts and Accident Location Database Interfaces

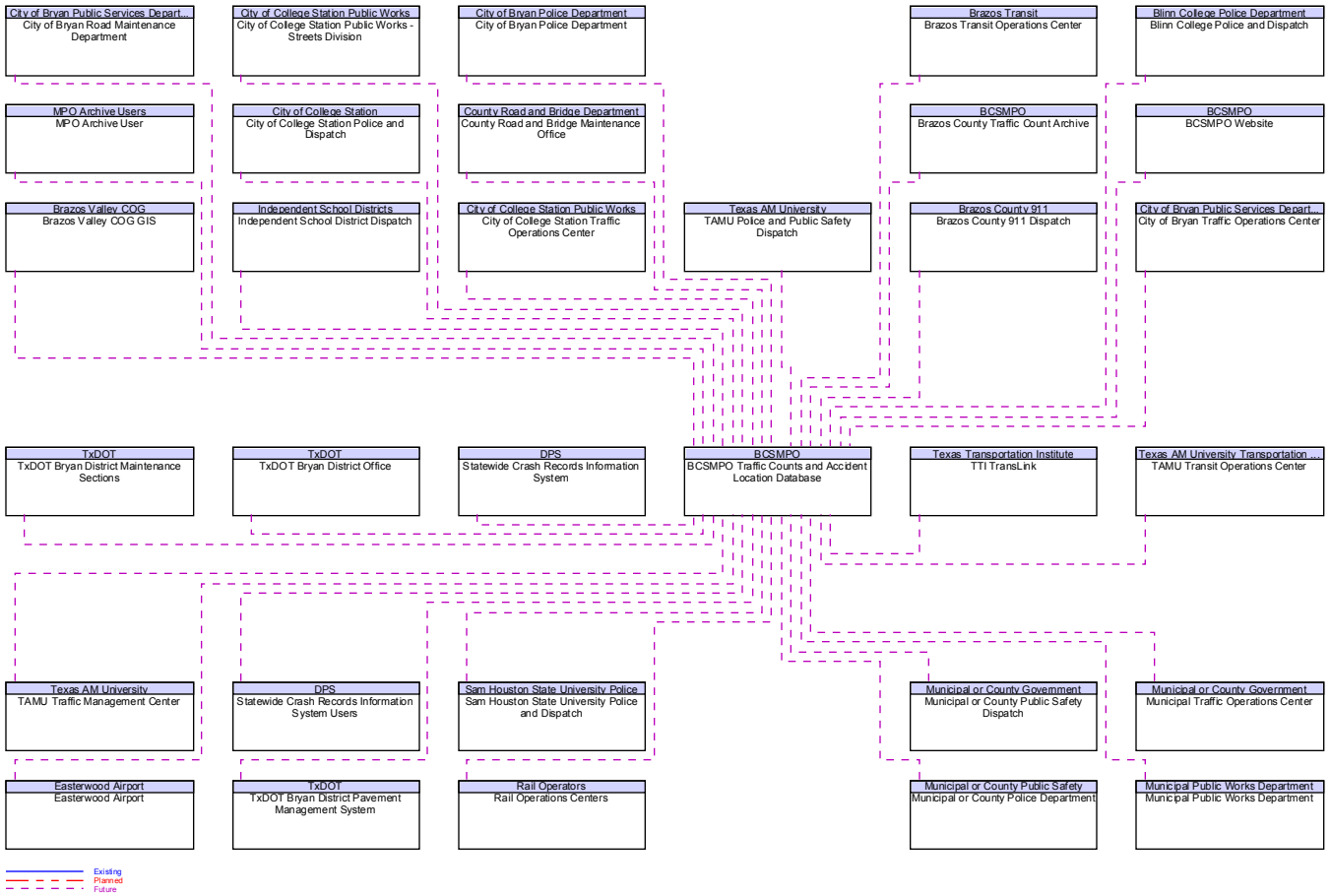


Figure B3 – BCSMPO Website Interfaces

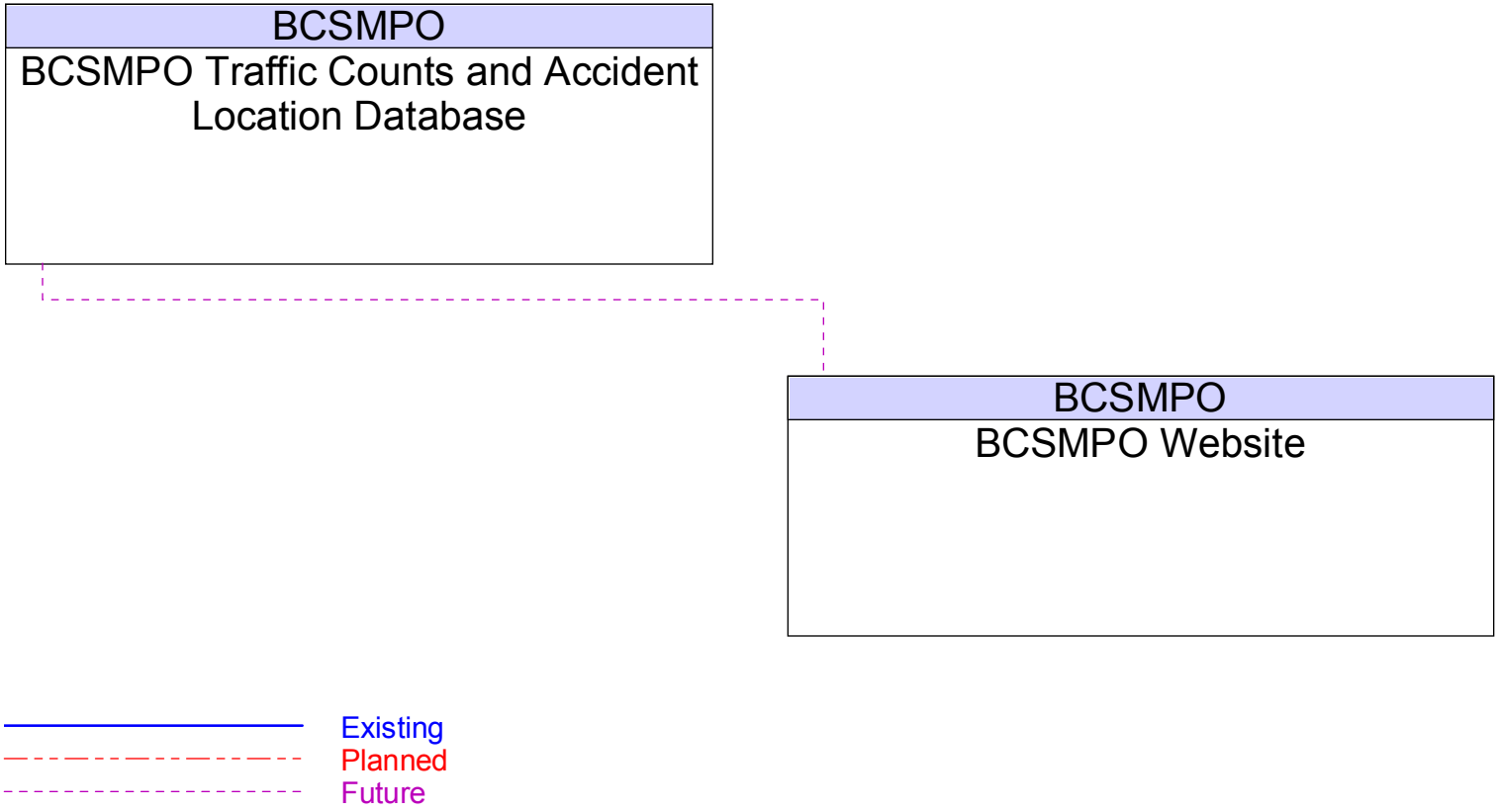


Figure B4 – Blinn College Police and Dispatch Interfaces

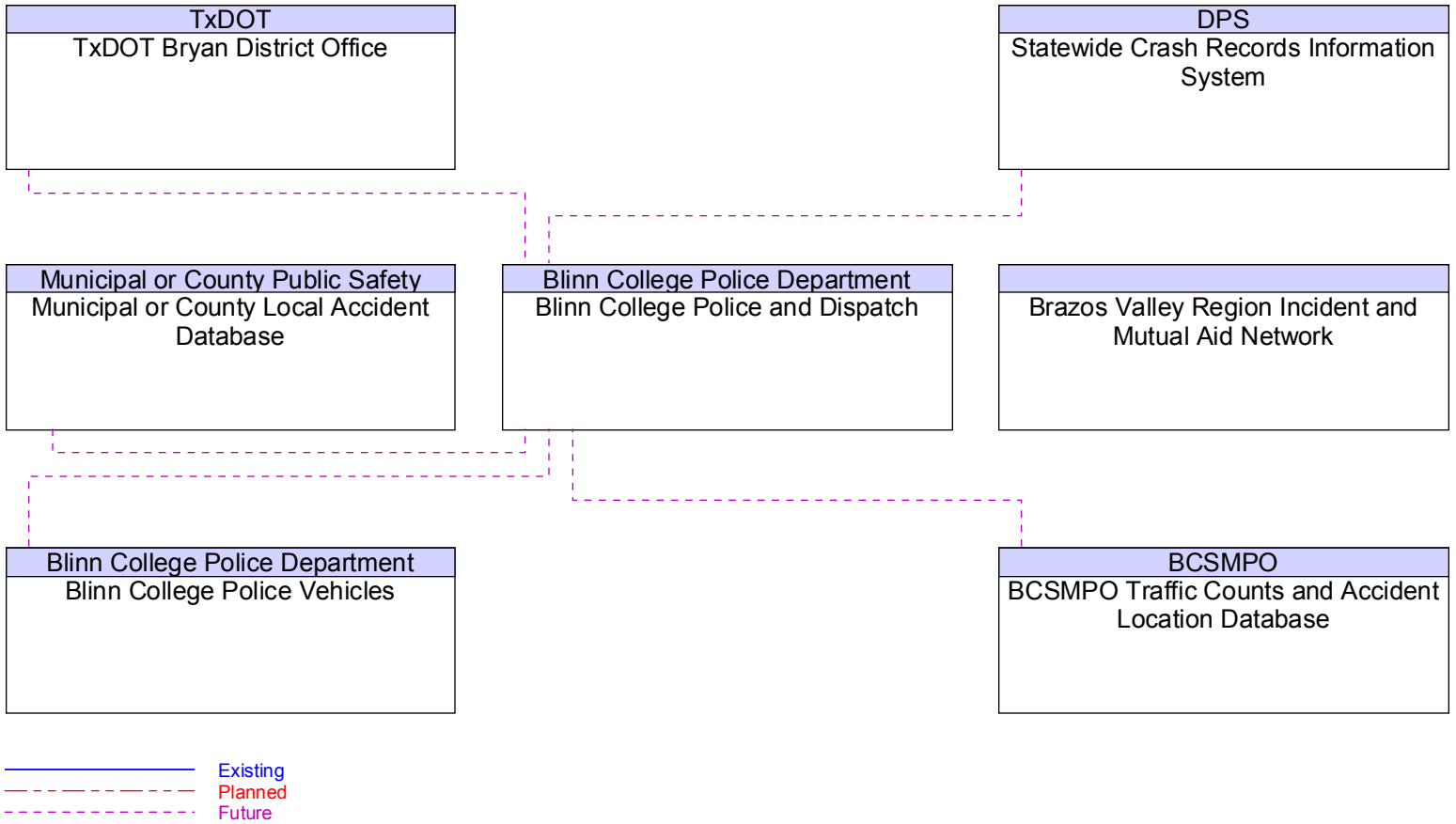


Figure B5 – Blinn College Police Vehicles Interfaces

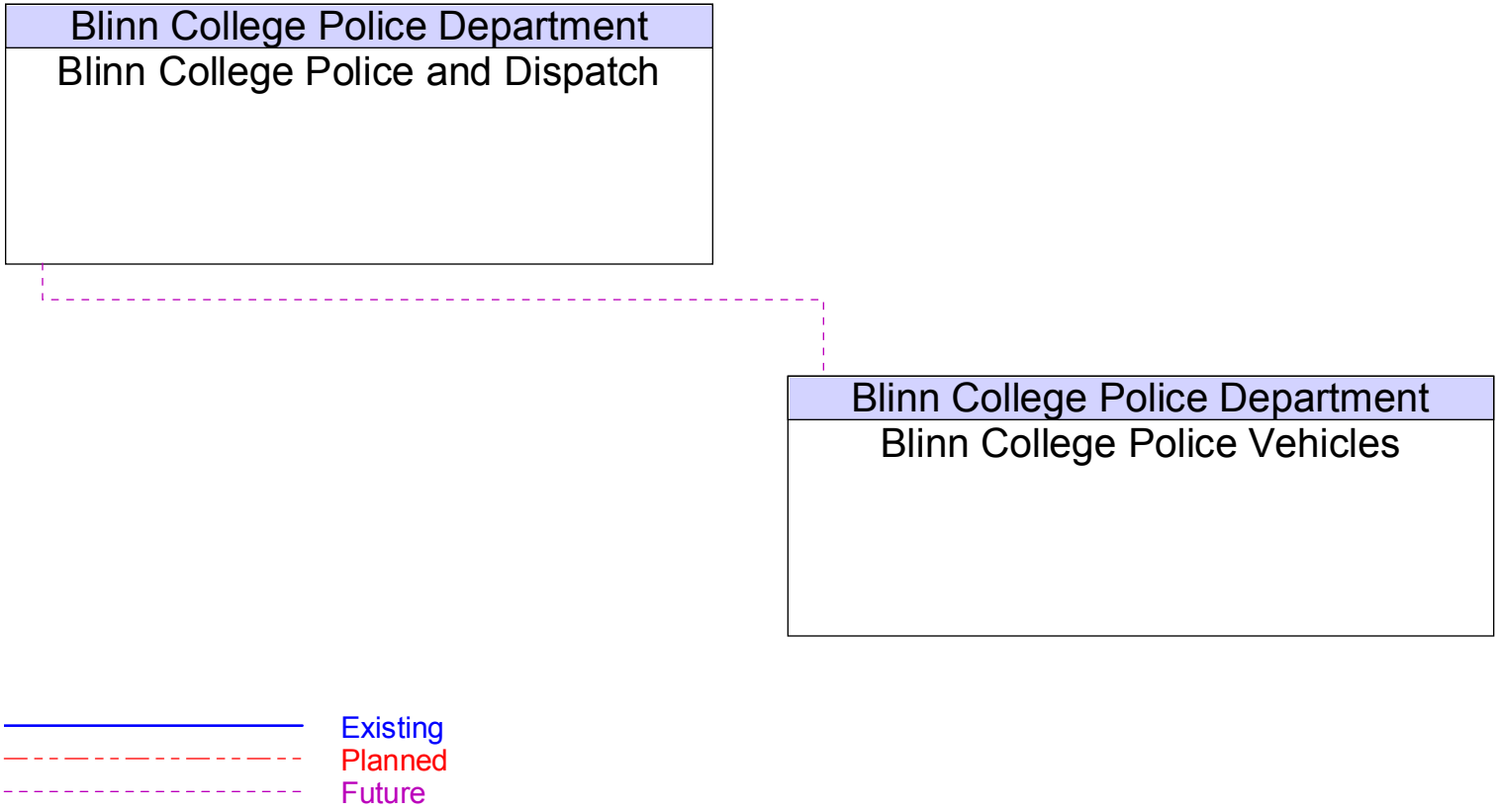


Figure B6 – Brazos County 911 Dispatch Interfaces

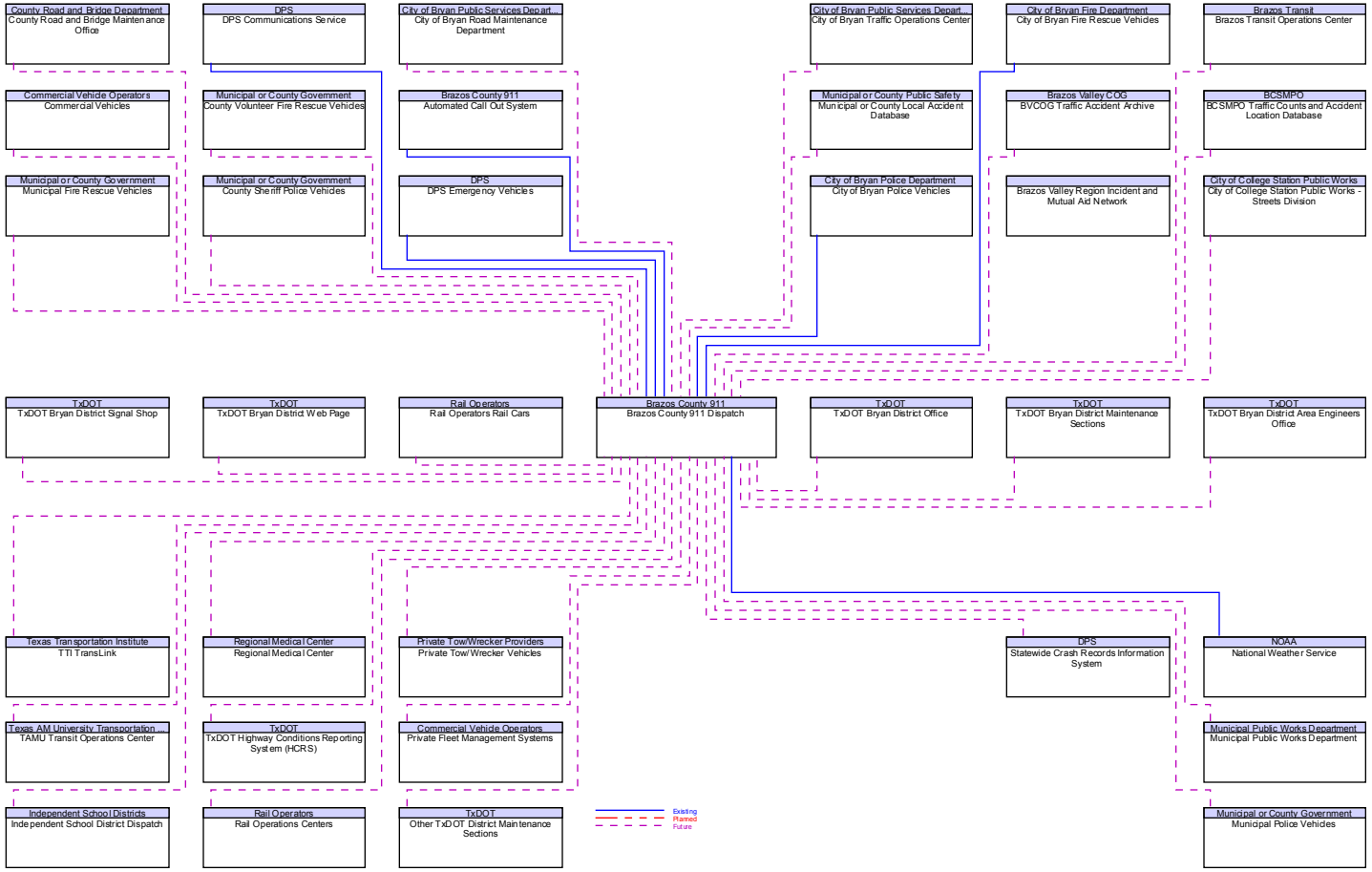


Figure B7 – Brazos County Traffic Count Archive Interfaces

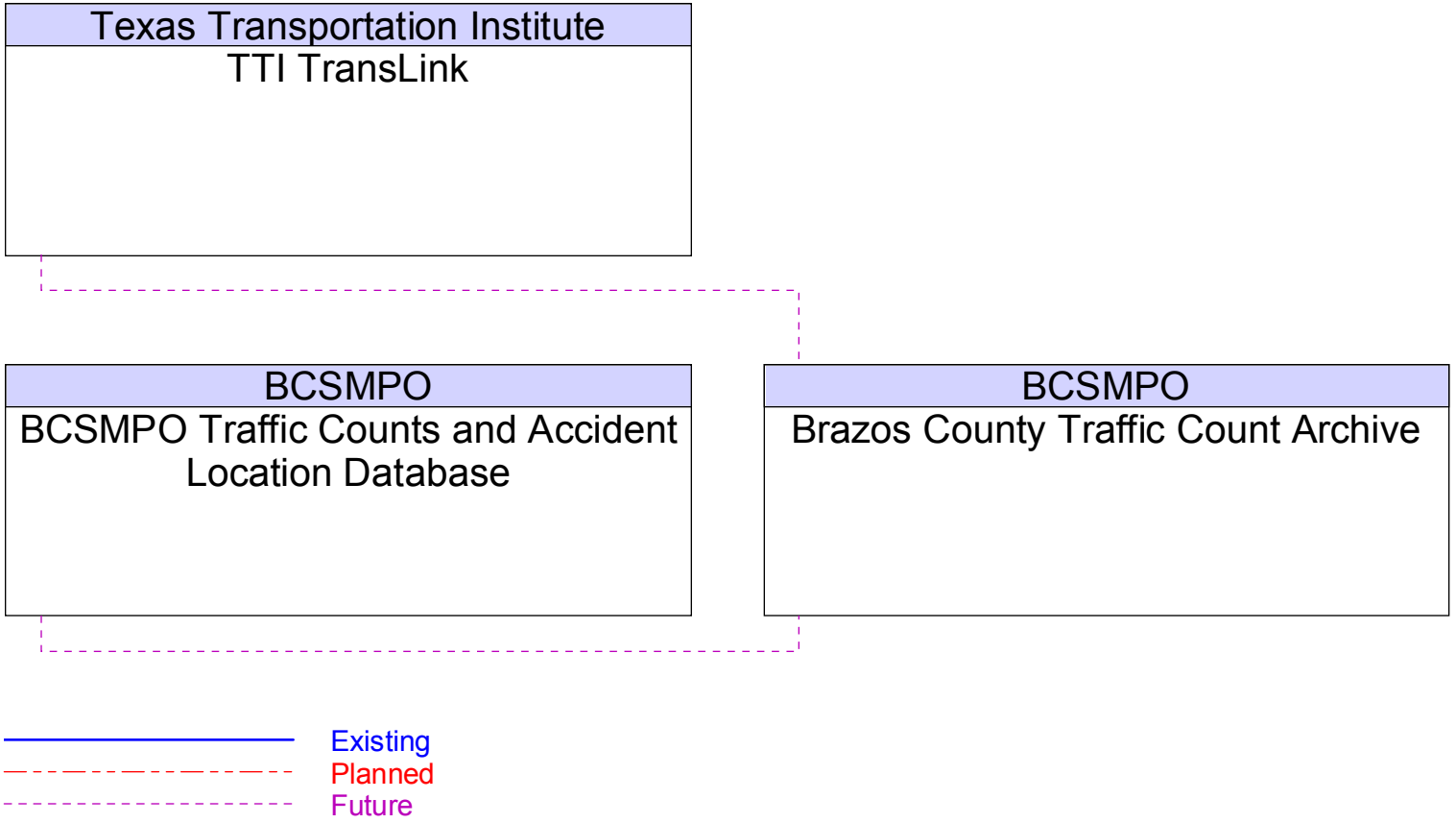


Figure B8 – Brazos Transit Operations Center Interfaces

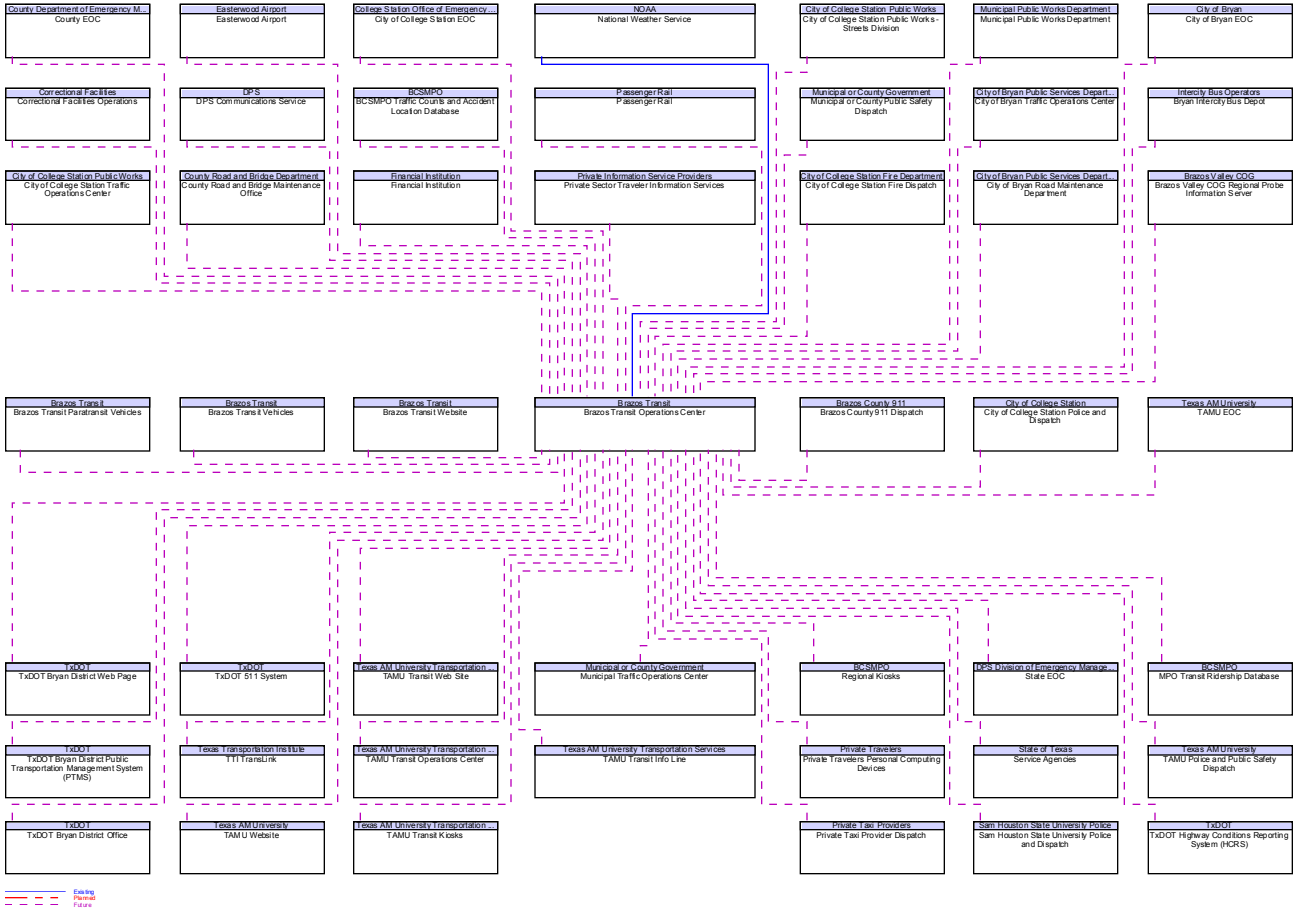


Figure B9 – Brazos Transit Paratransit Vehicles Interfaces

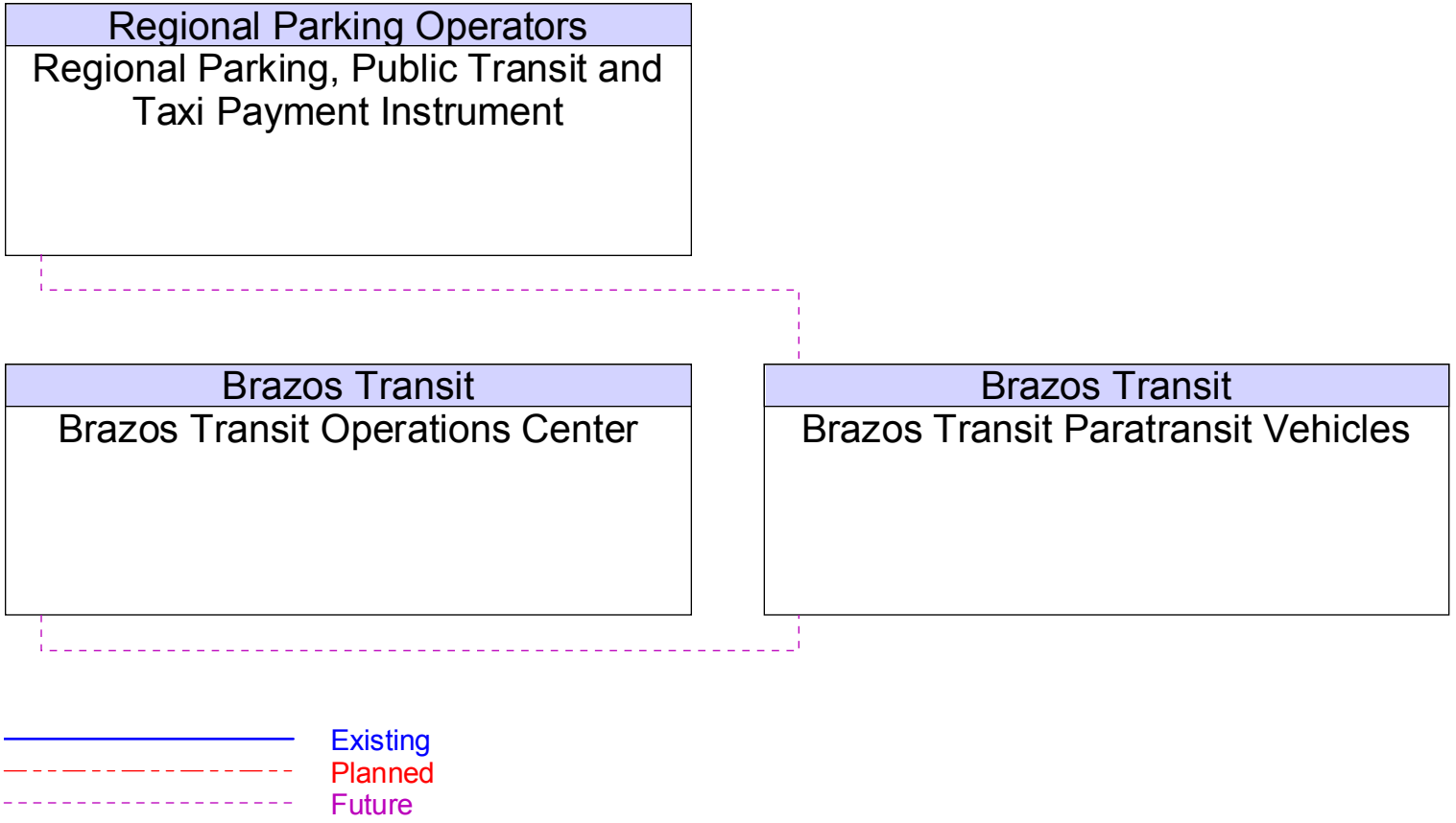


Figure B10 – Brazos Transit Vehicles Interfaces

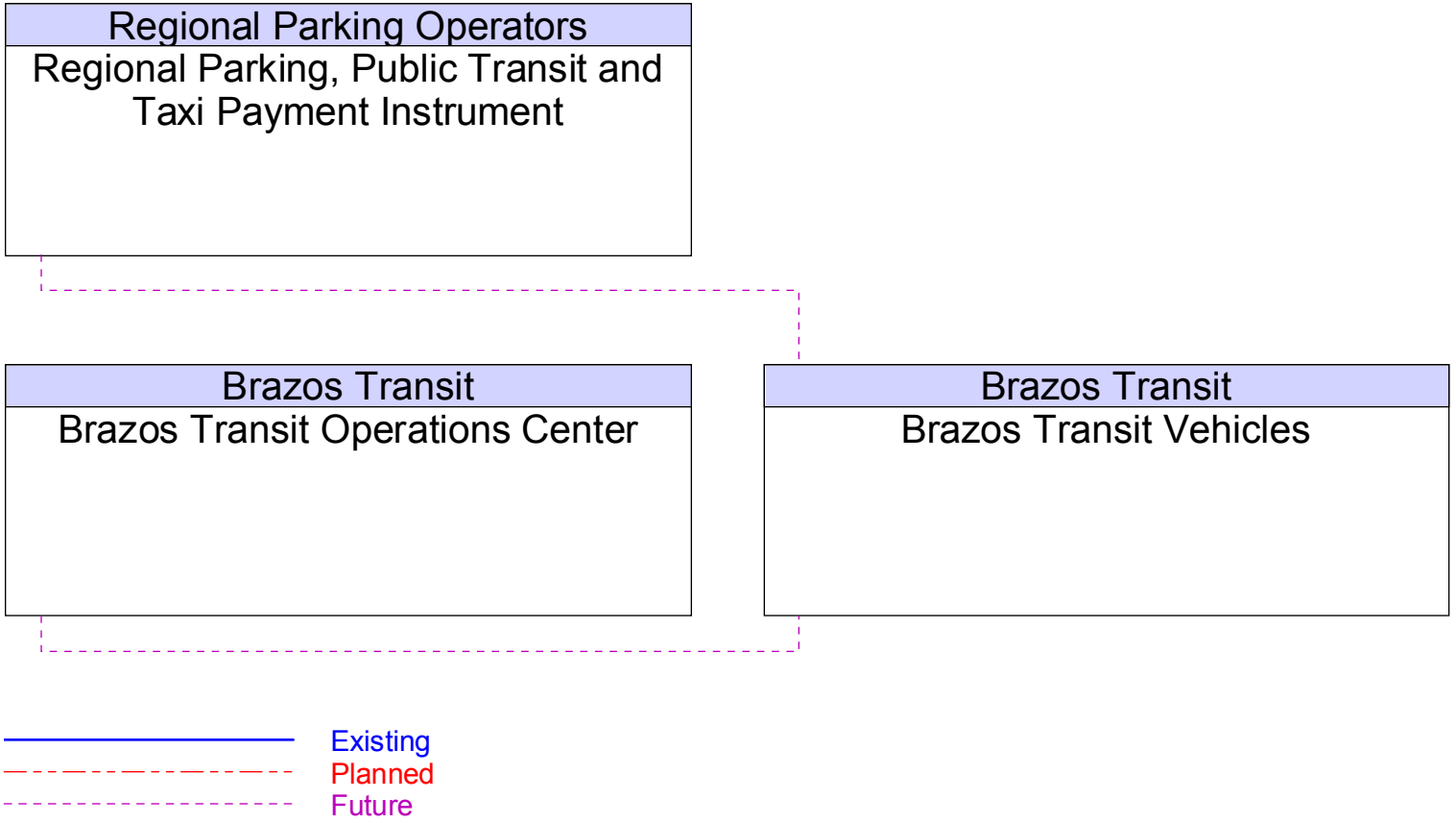


Figure B11 – Brazos Transit Website Interfaces

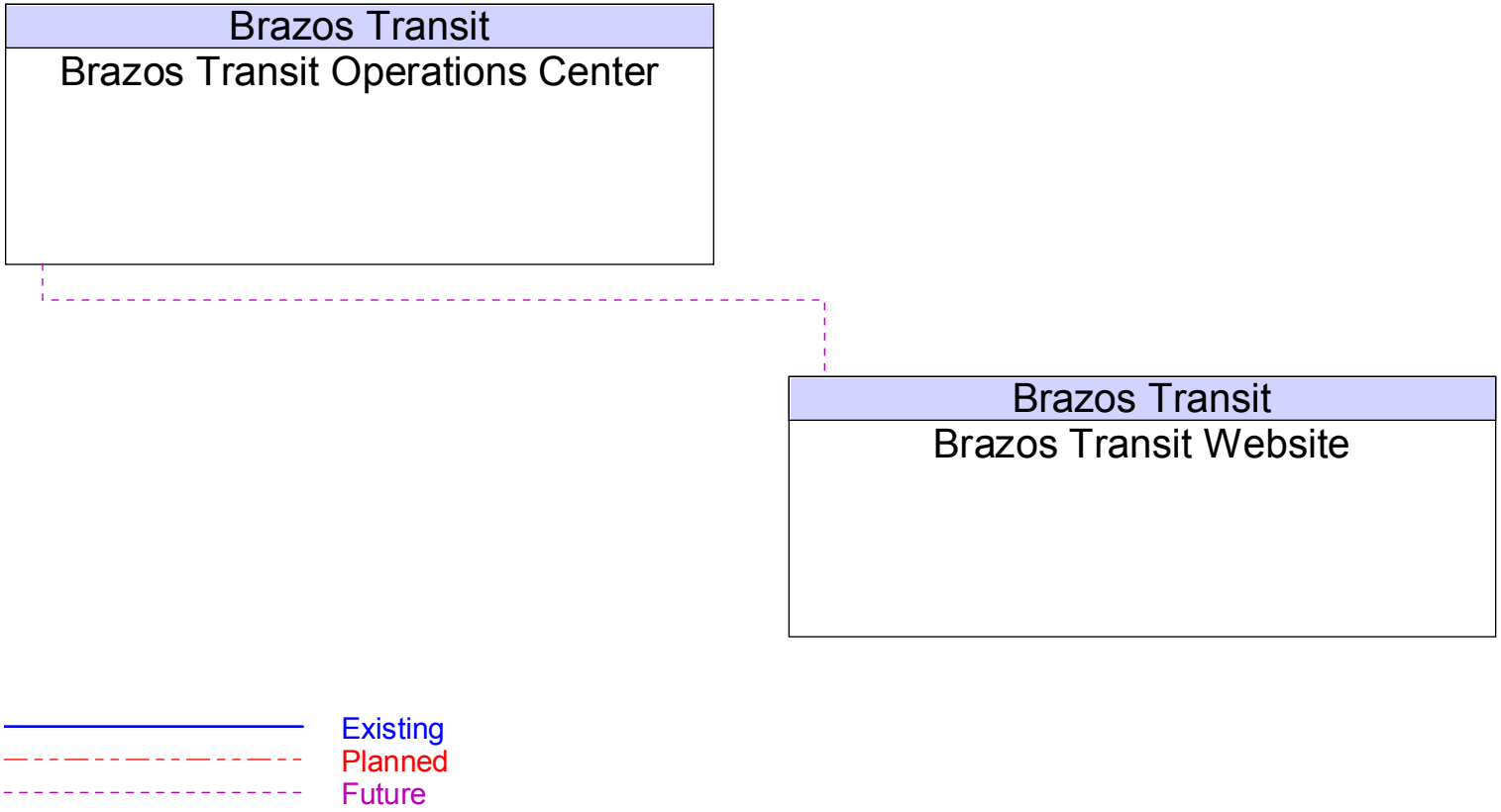


Figure B12 – Brazos Valley COG GIS Interfaces

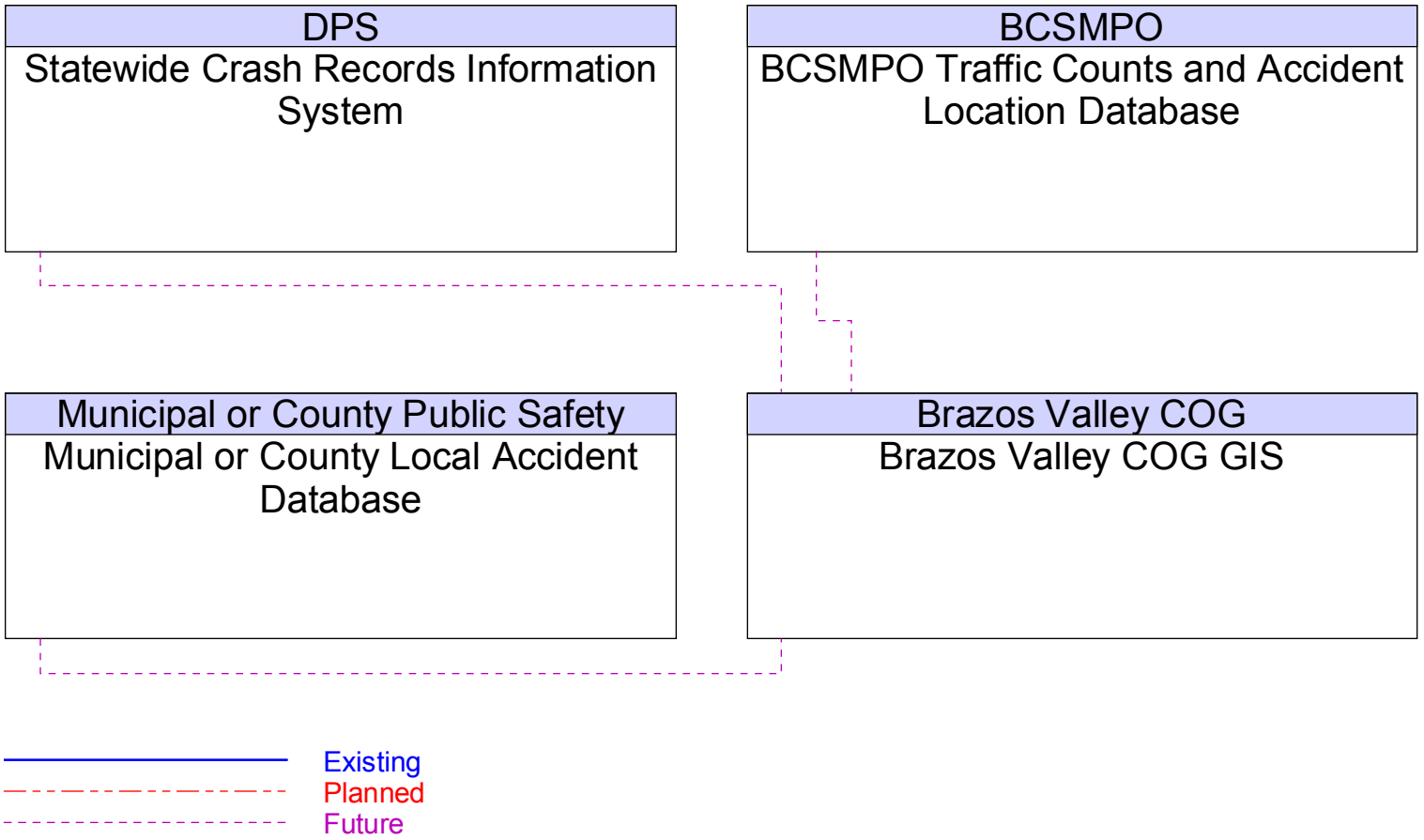


Figure B13 – Brazos Valley COG Regional Probe Information Server Interfaces

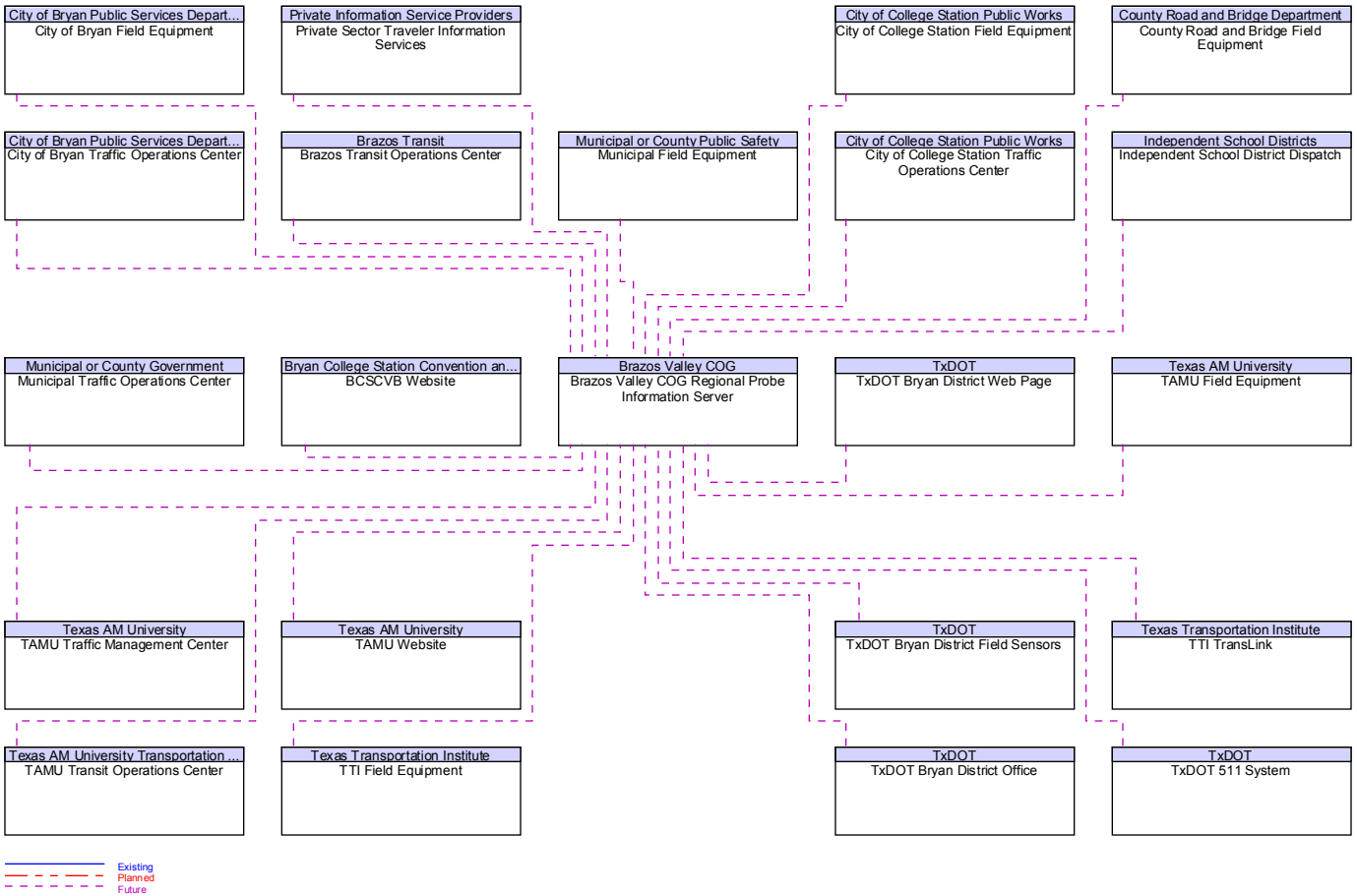


Figure B14 – Brazos Valley Region Incident and Mutual Aid Network Interfaces

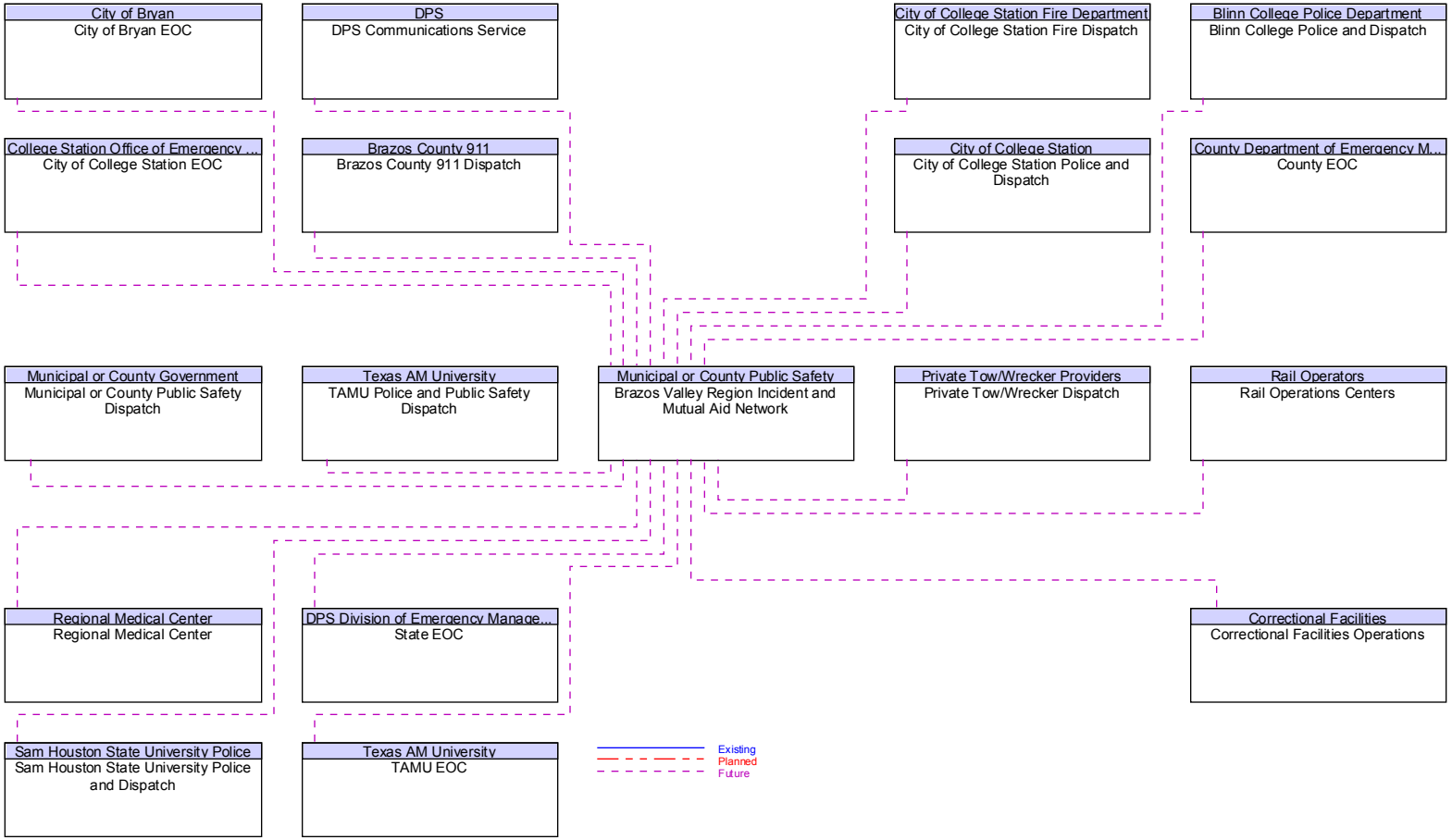


Figure B15 – Bryan Intercity Bus Depot Interfaces

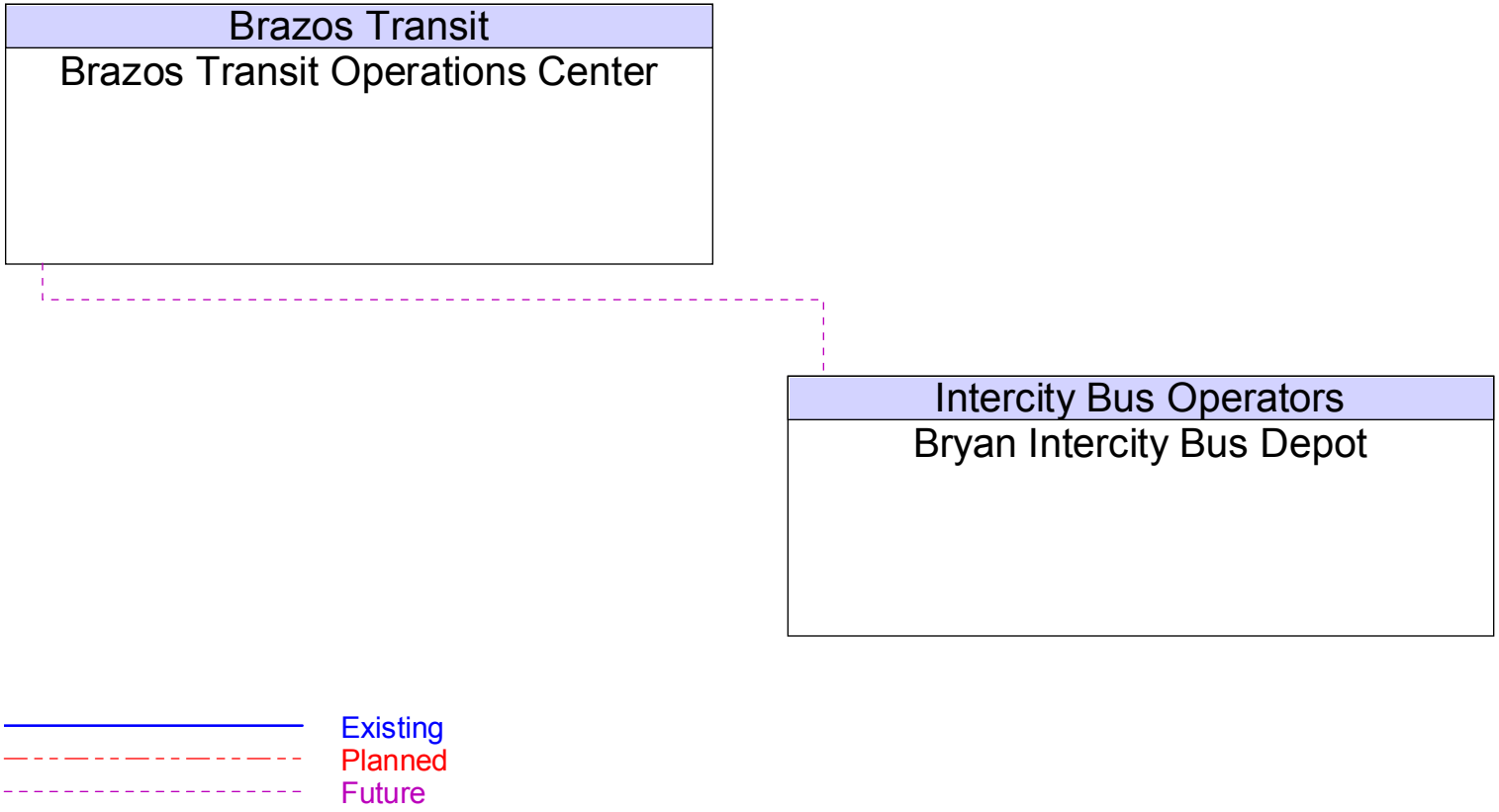


Figure B16 – BVCOG Traffic Accident Archive Interfaces

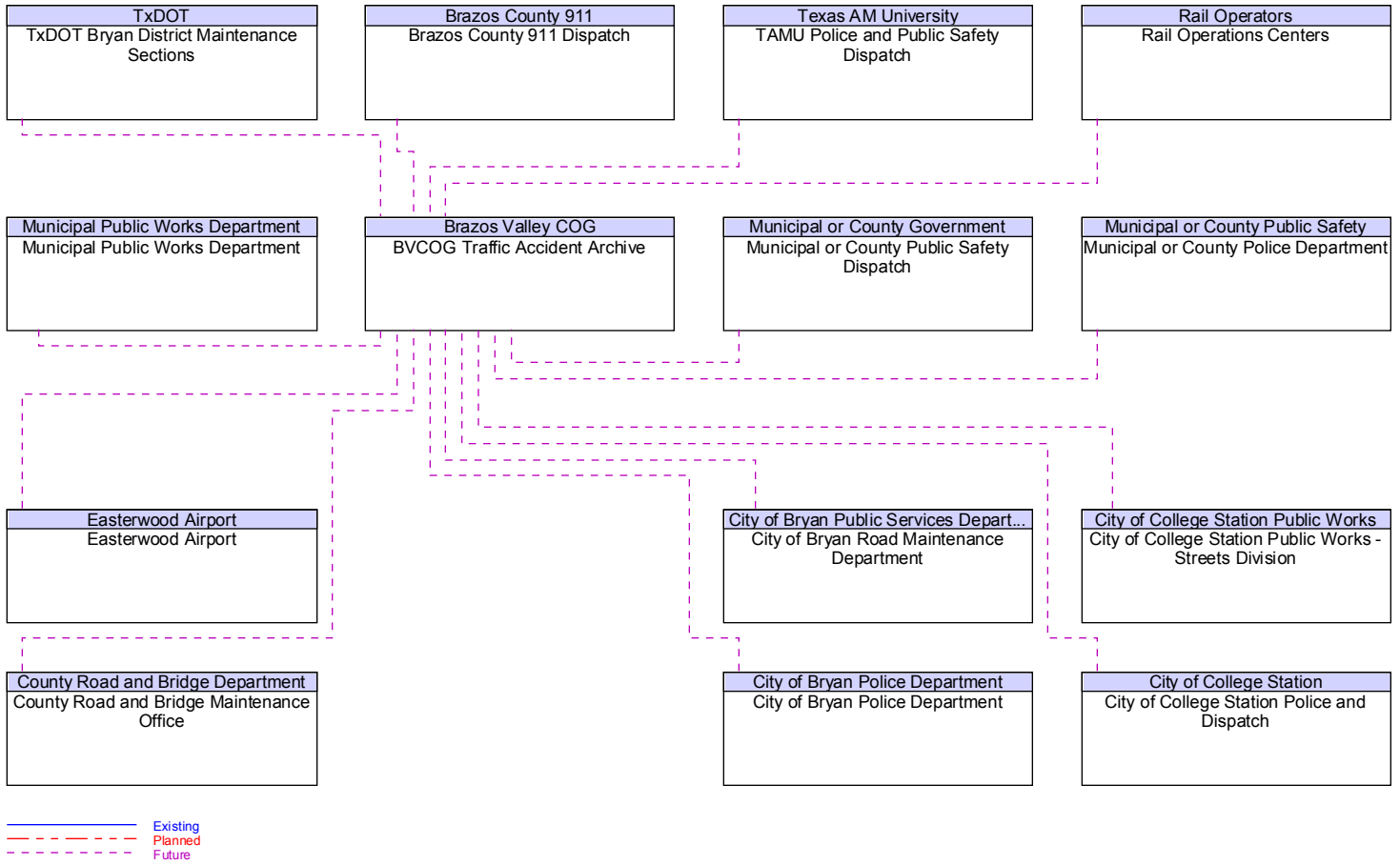


Figure B17 – Bryan College Station Convention and Visitors Bureau Interfaces

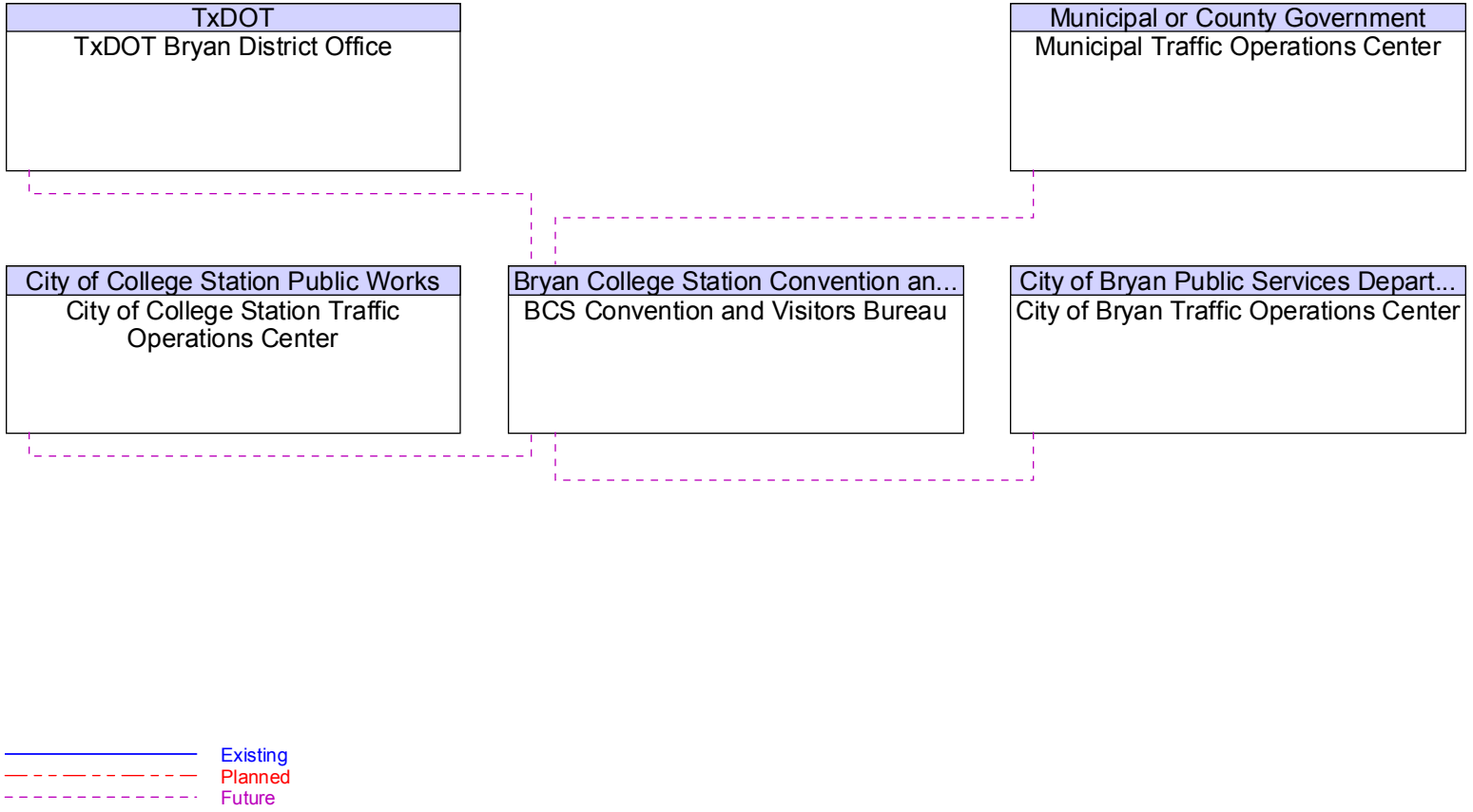


Figure B18 – Bryan College Station Convention and Visitors Bureau Website Interfaces

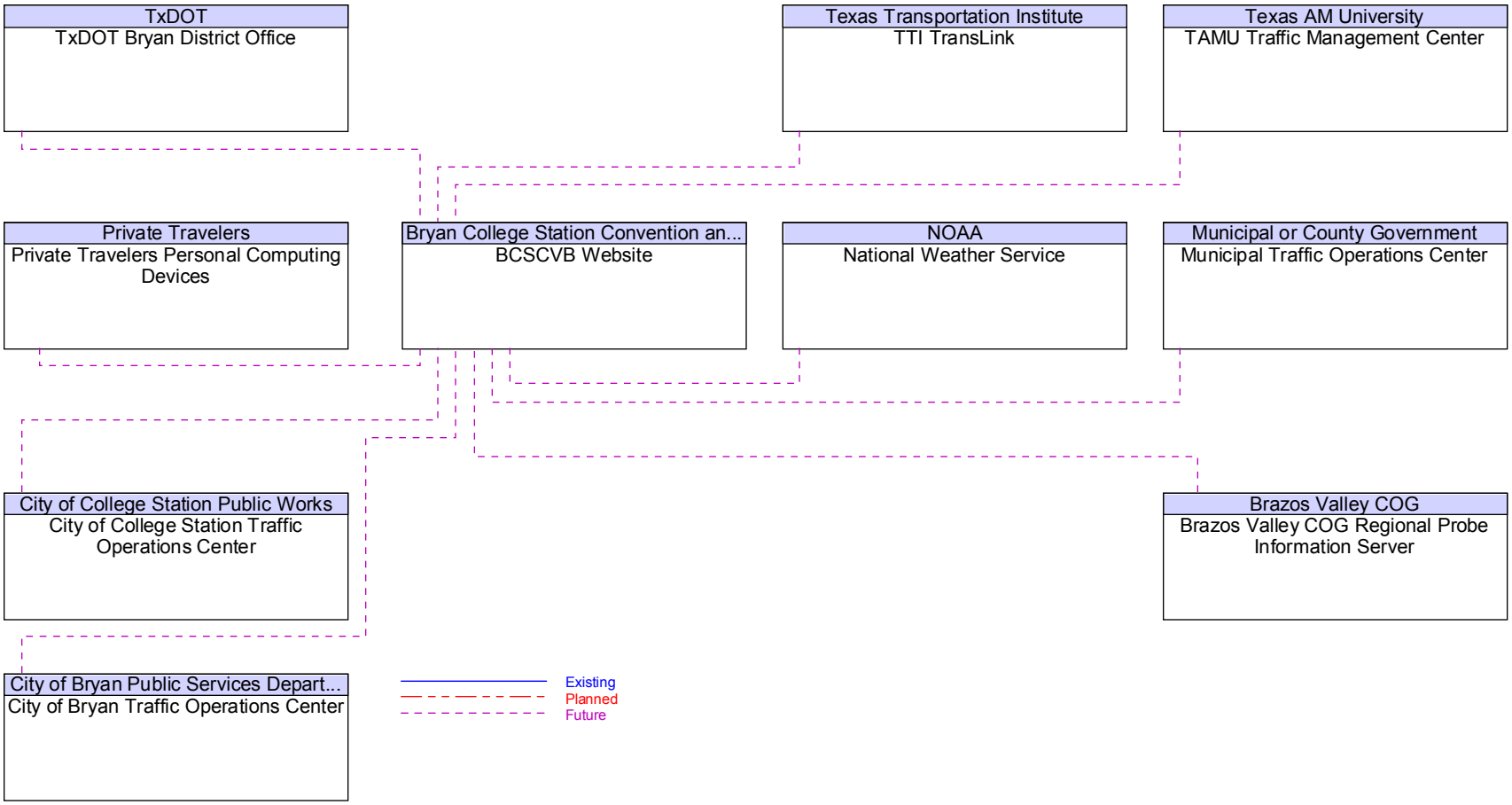


Figure B19 – City of Bryan EOC Interfaces

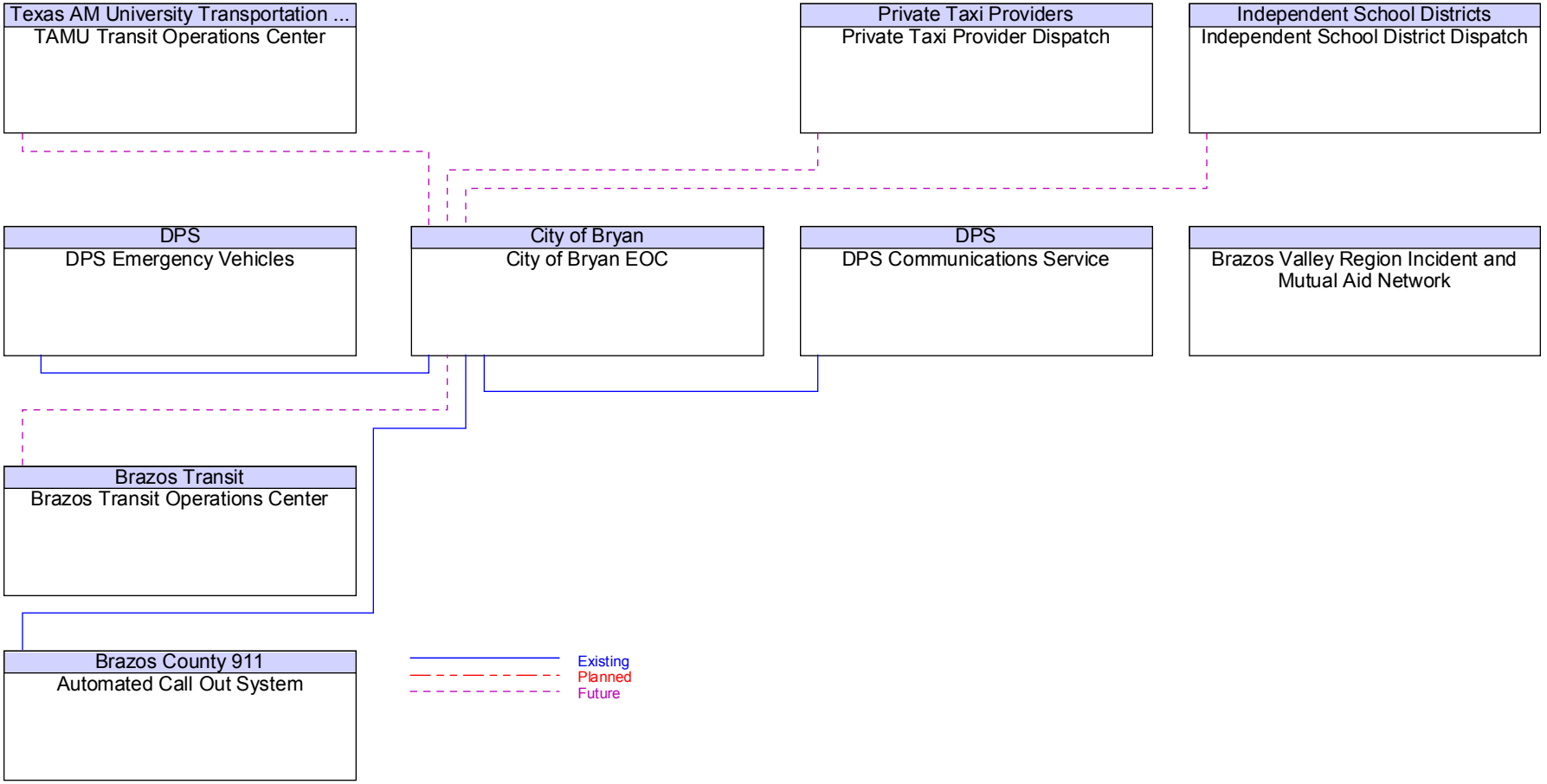


Figure B20 – City of Bryan Field Equipment Interfaces

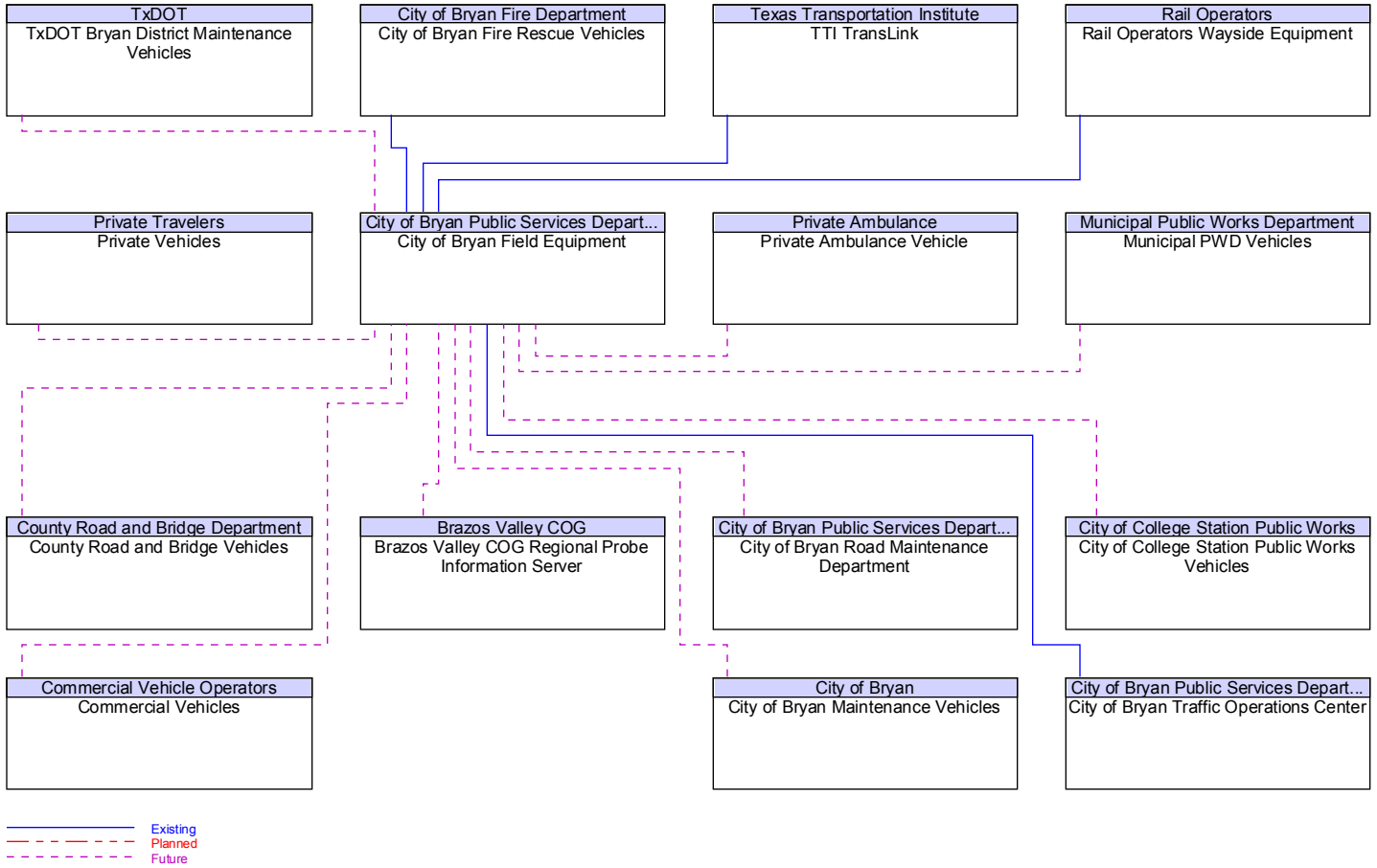


Figure B21 – City of Bryan Fire Rescue Vehicles Interfaces

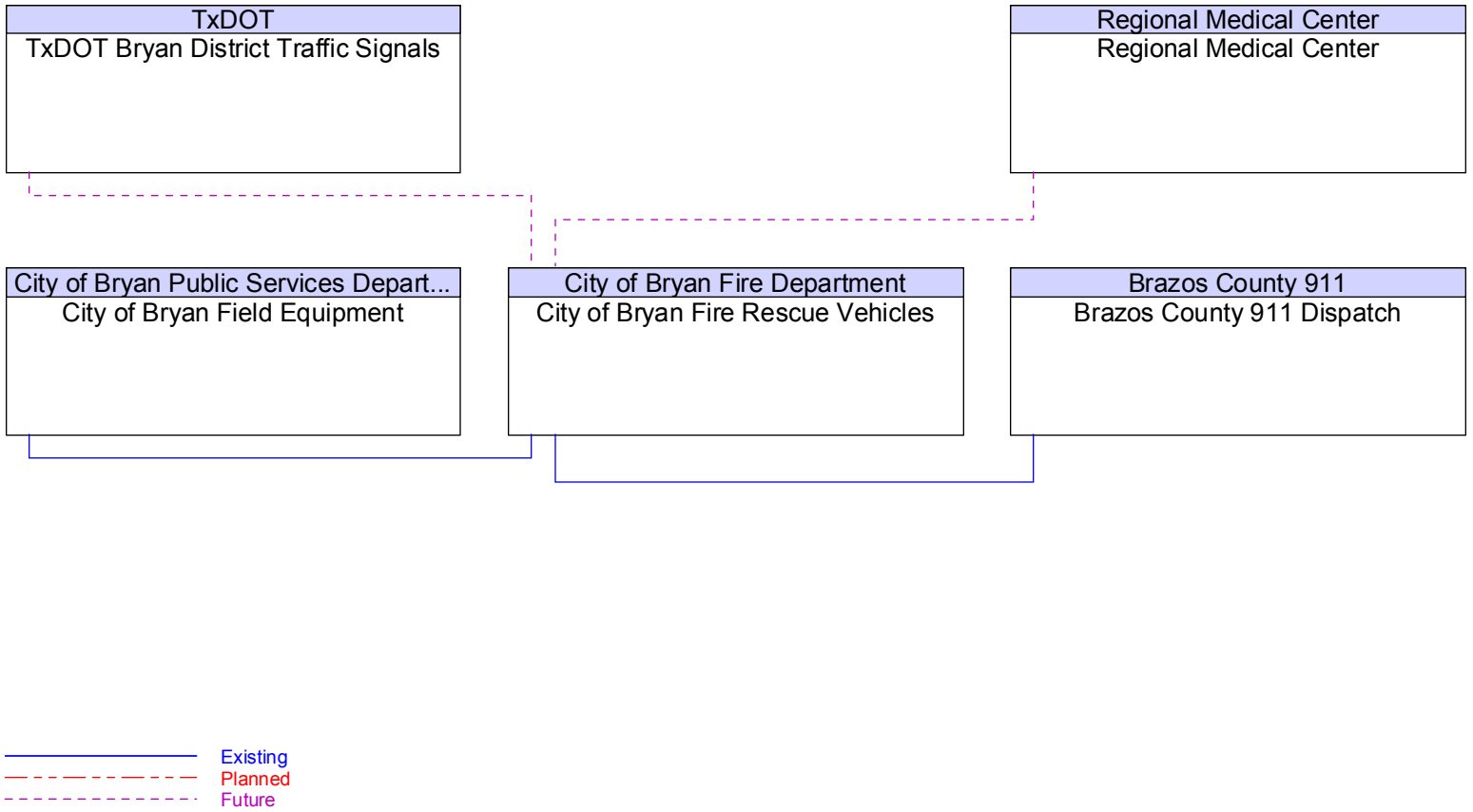


Figure B22 – City of Bryan Maintenance Facility Interfaces

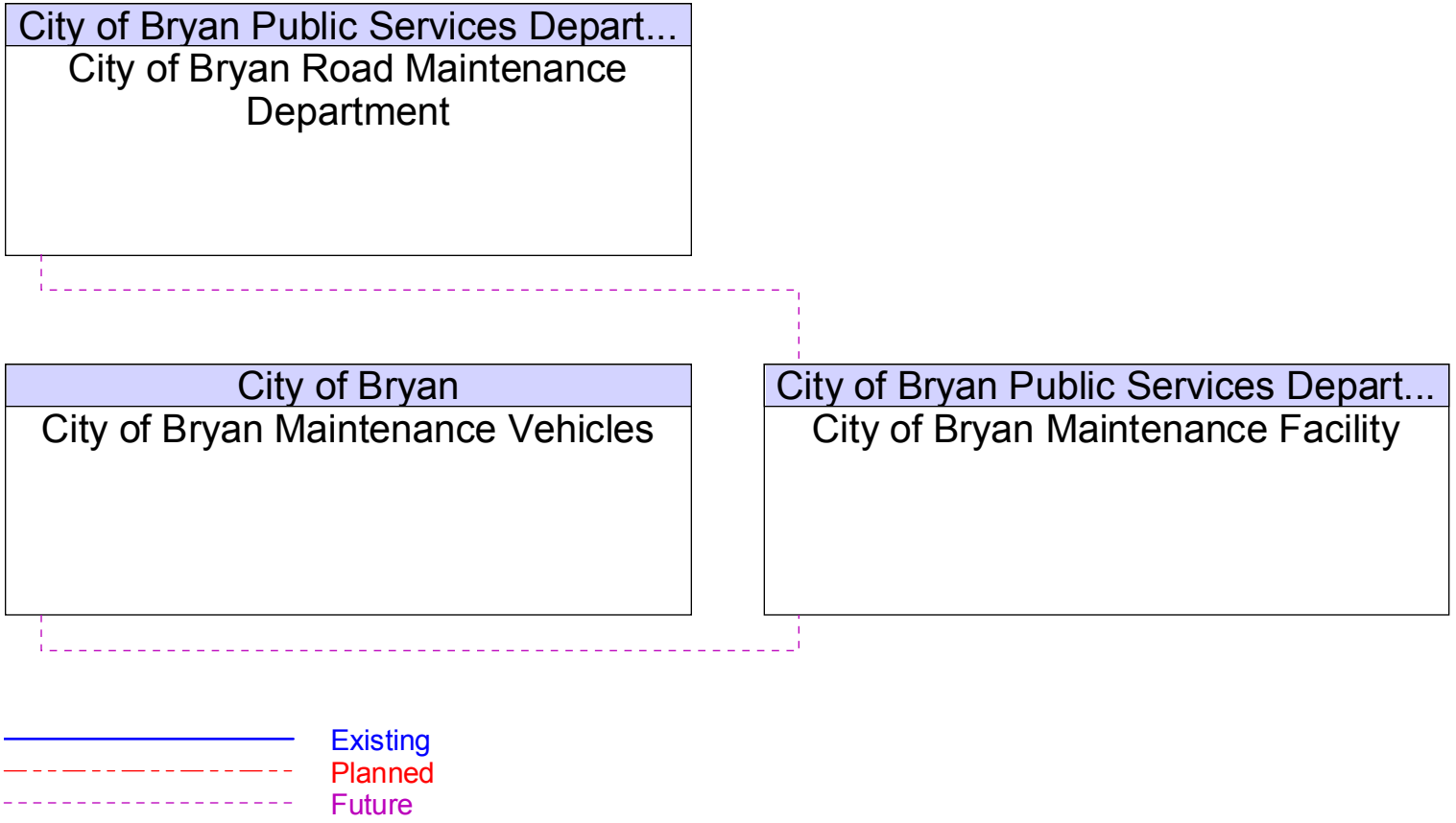


Figure B23 – City of Bryan Maintenance Vehicles Interfaces

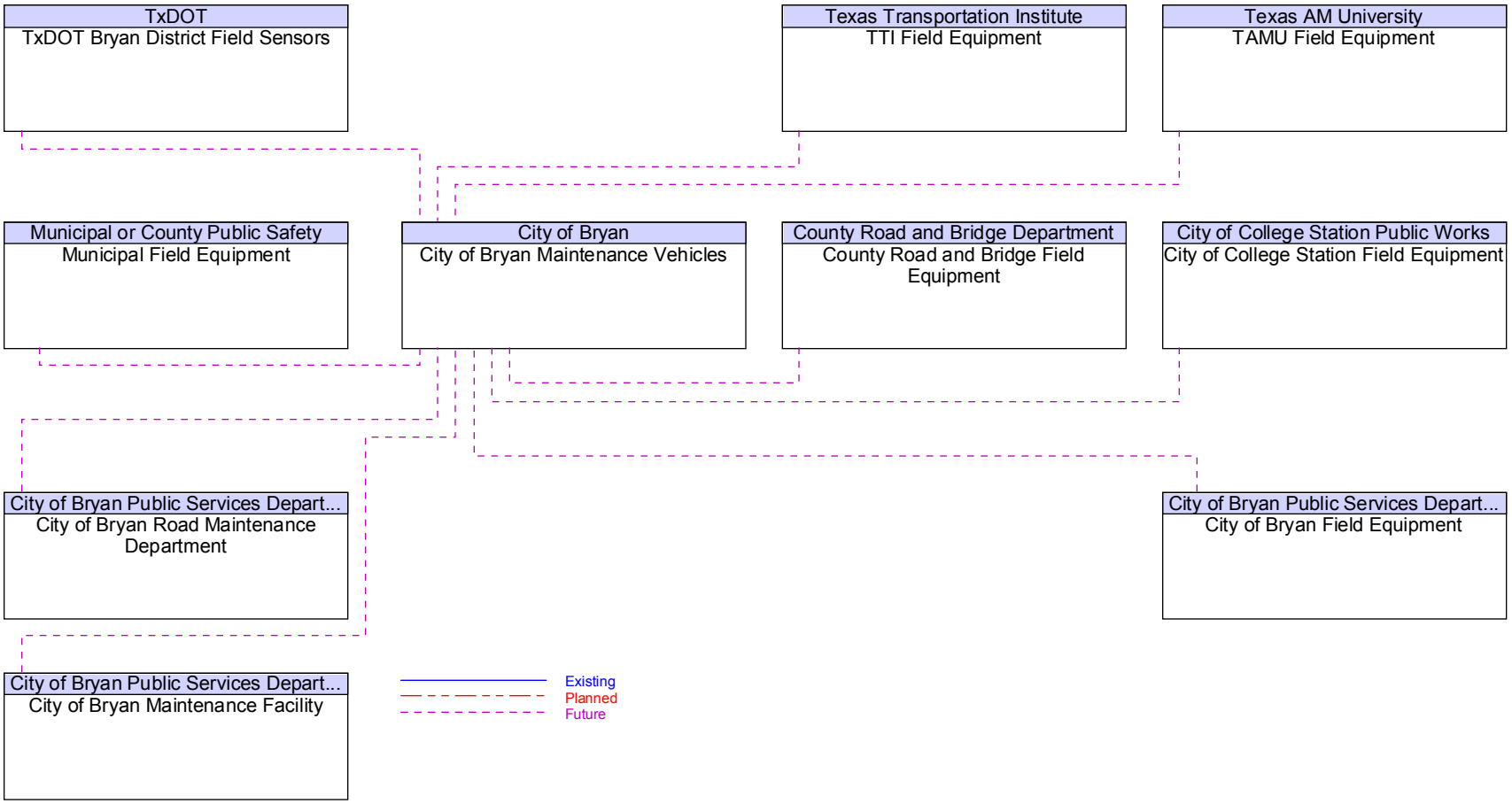


Figure B24 – City of Bryan Police Department Interfaces

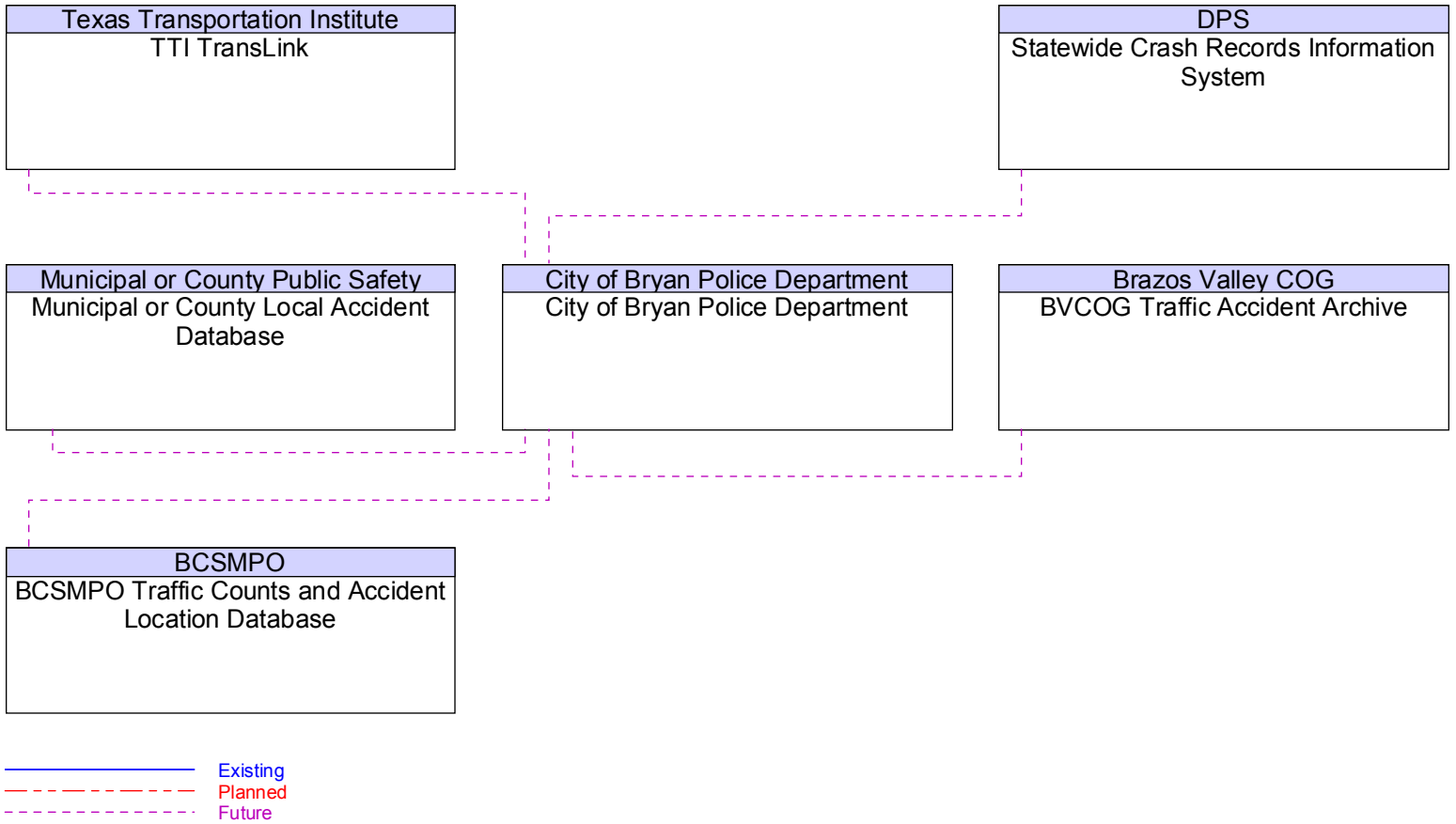


Figure B25 – City of Bryan Police Vehicles Interfaces

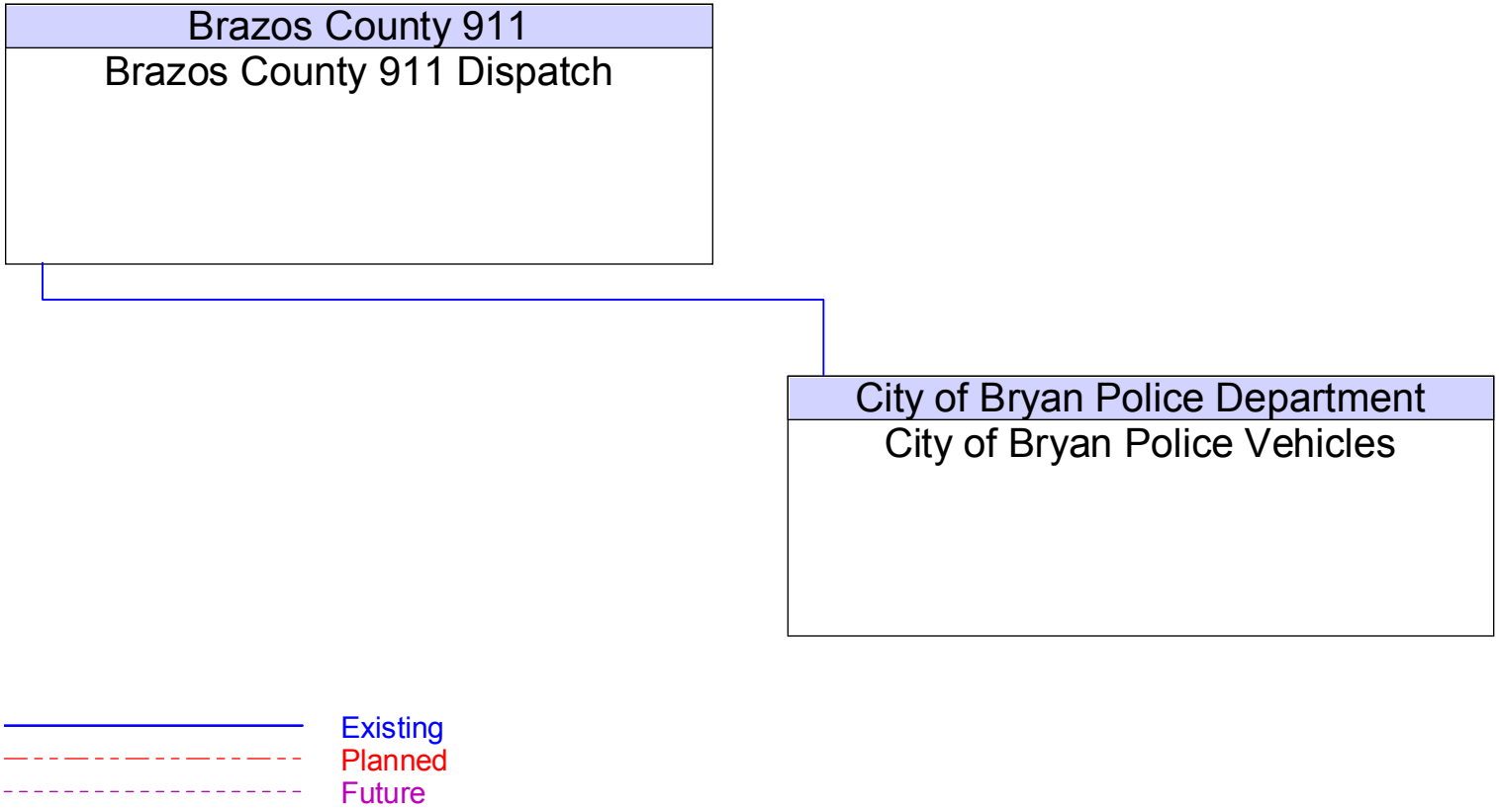


Figure B26 – City of Bryan Road Maintenance Department Interfaces

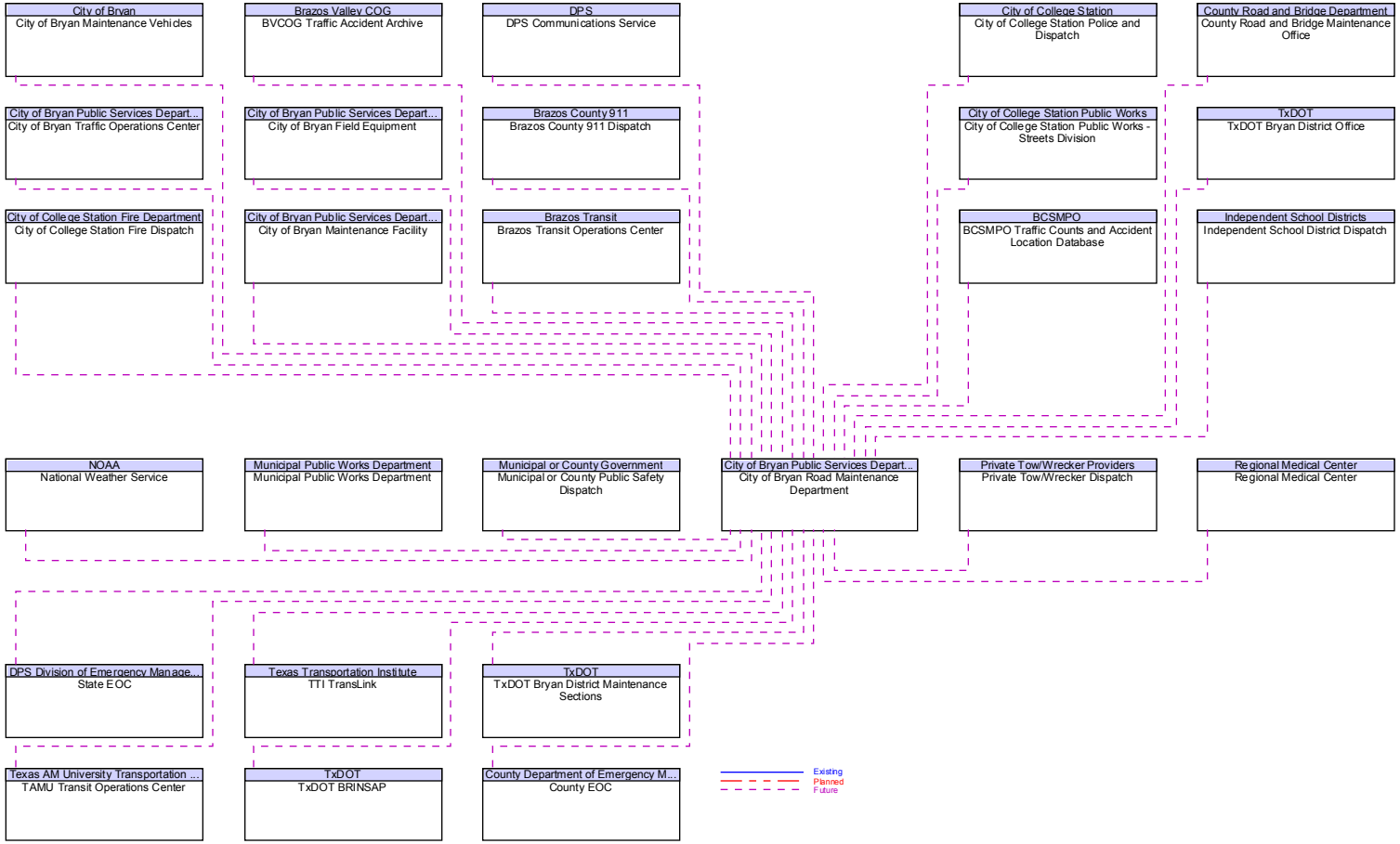


Figure B27 – City of Bryan Signal Shop Interfaces

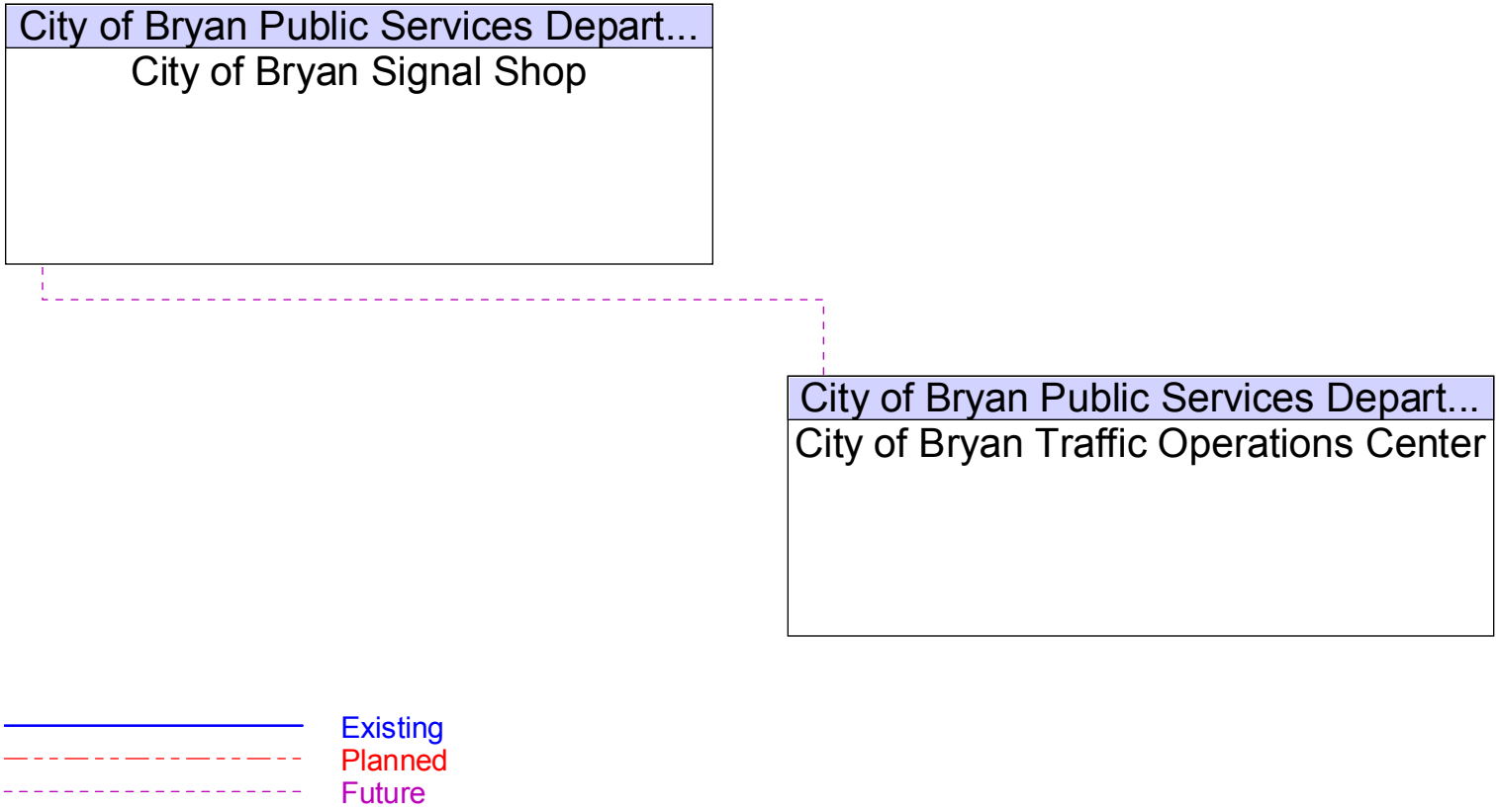


Figure B28 – City of Bryan Speed DMS Interfaces

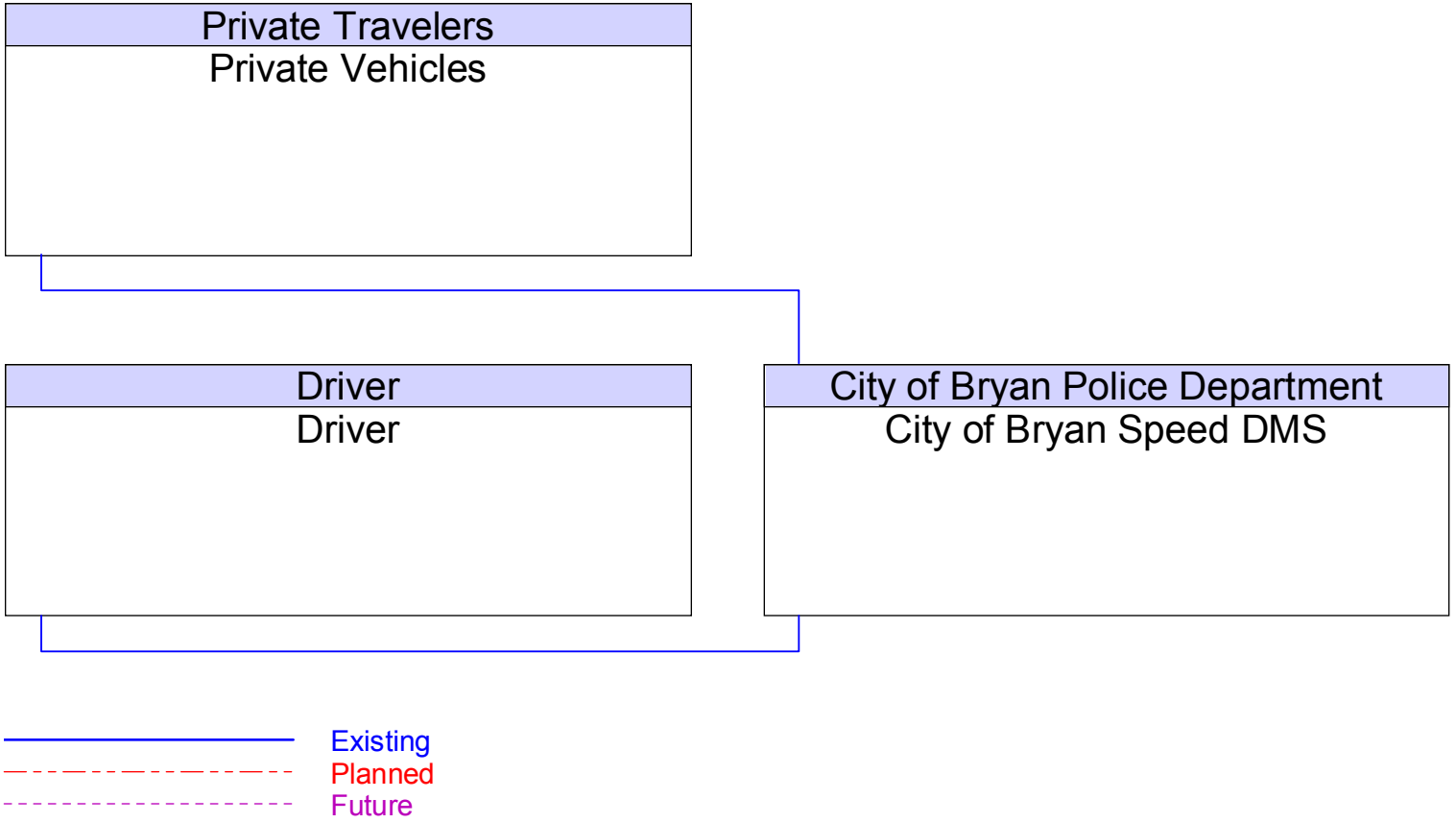


Figure B29 – City of Bryan Traffic Operations Center Interfaces

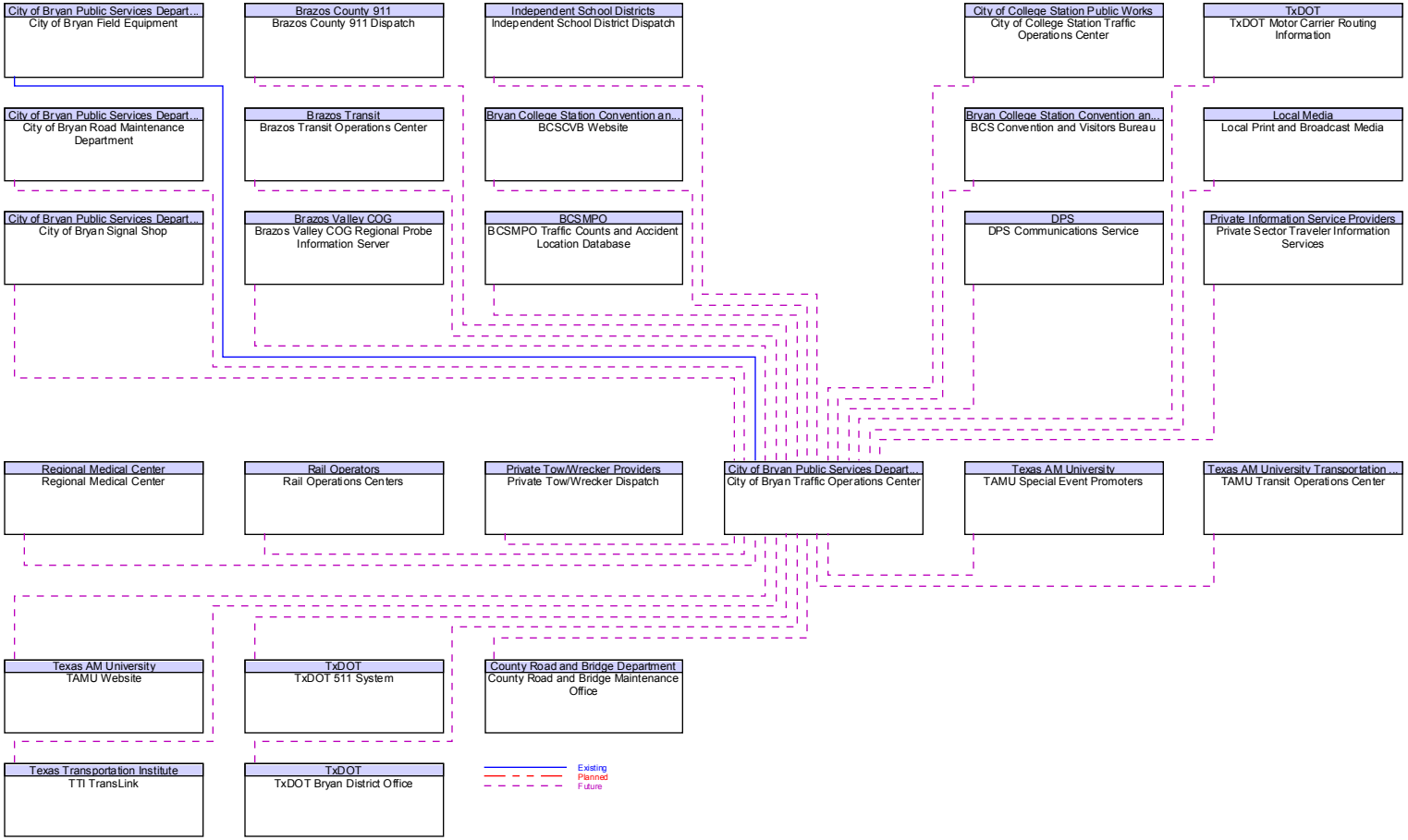


Figure B30 – City of College Station EOC Interfaces

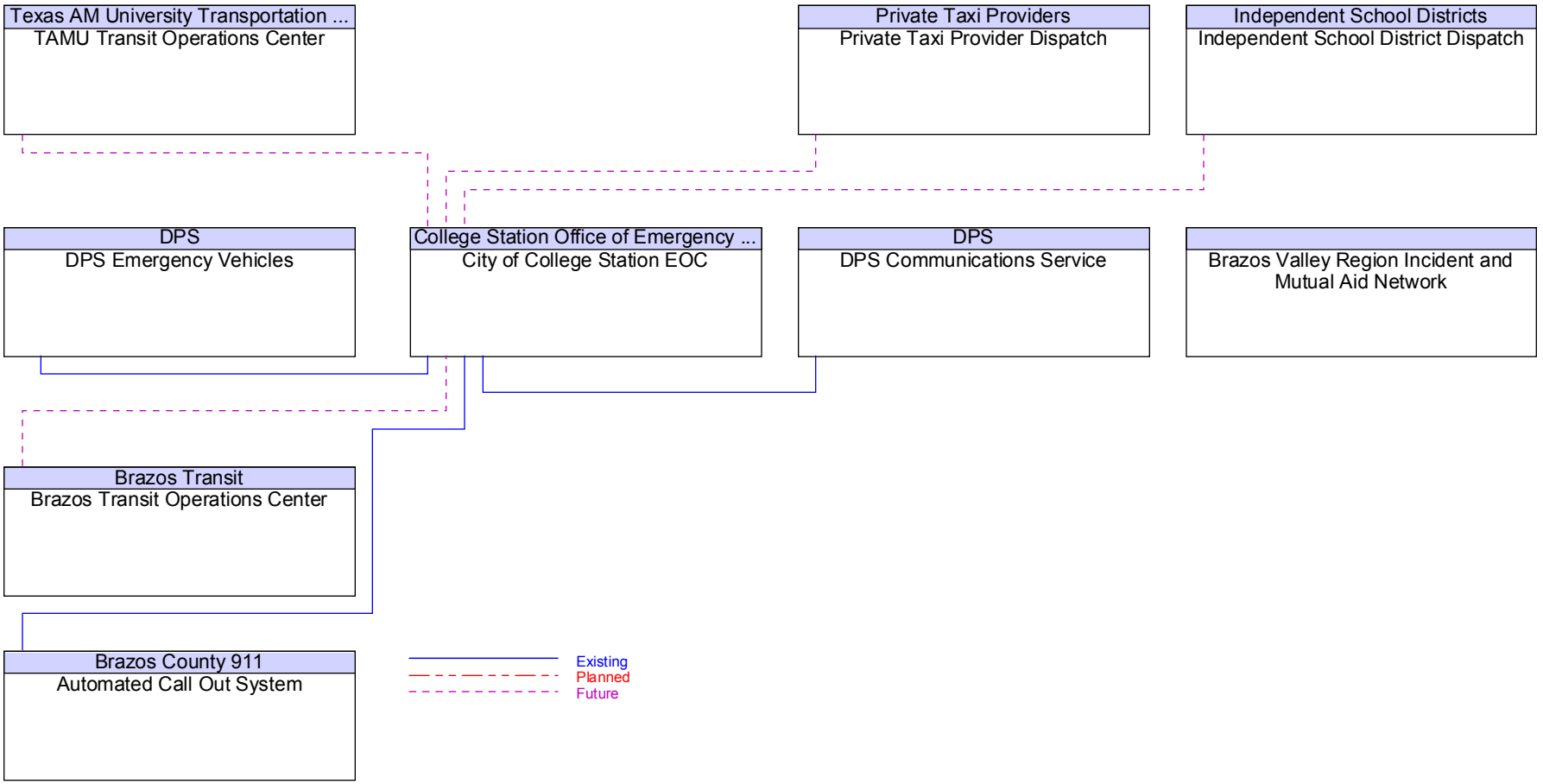


Figure B31 – City of College Station Field Equipment Interfaces

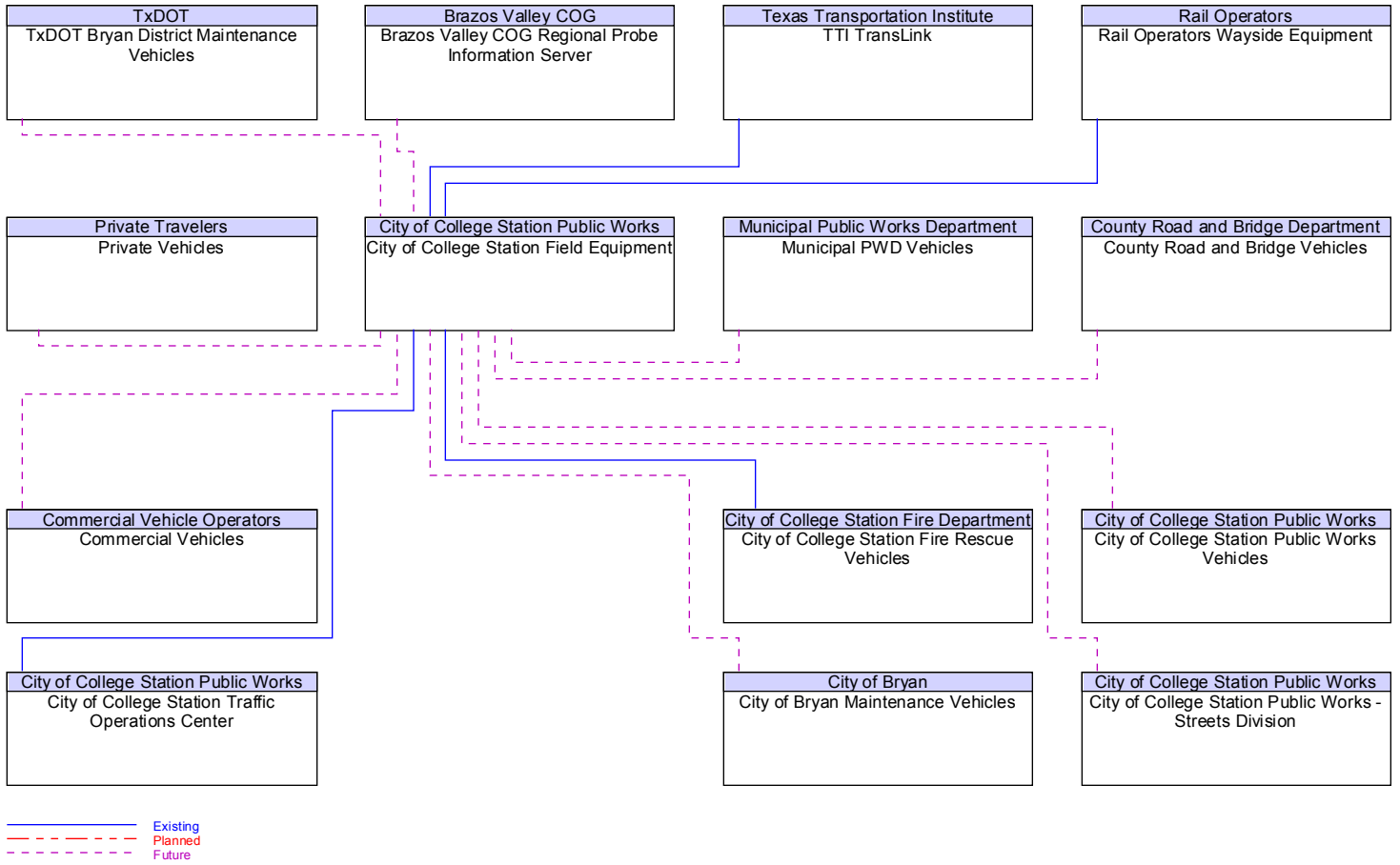


Figure B32 – City of College Station Fire Dispatch Interfaces

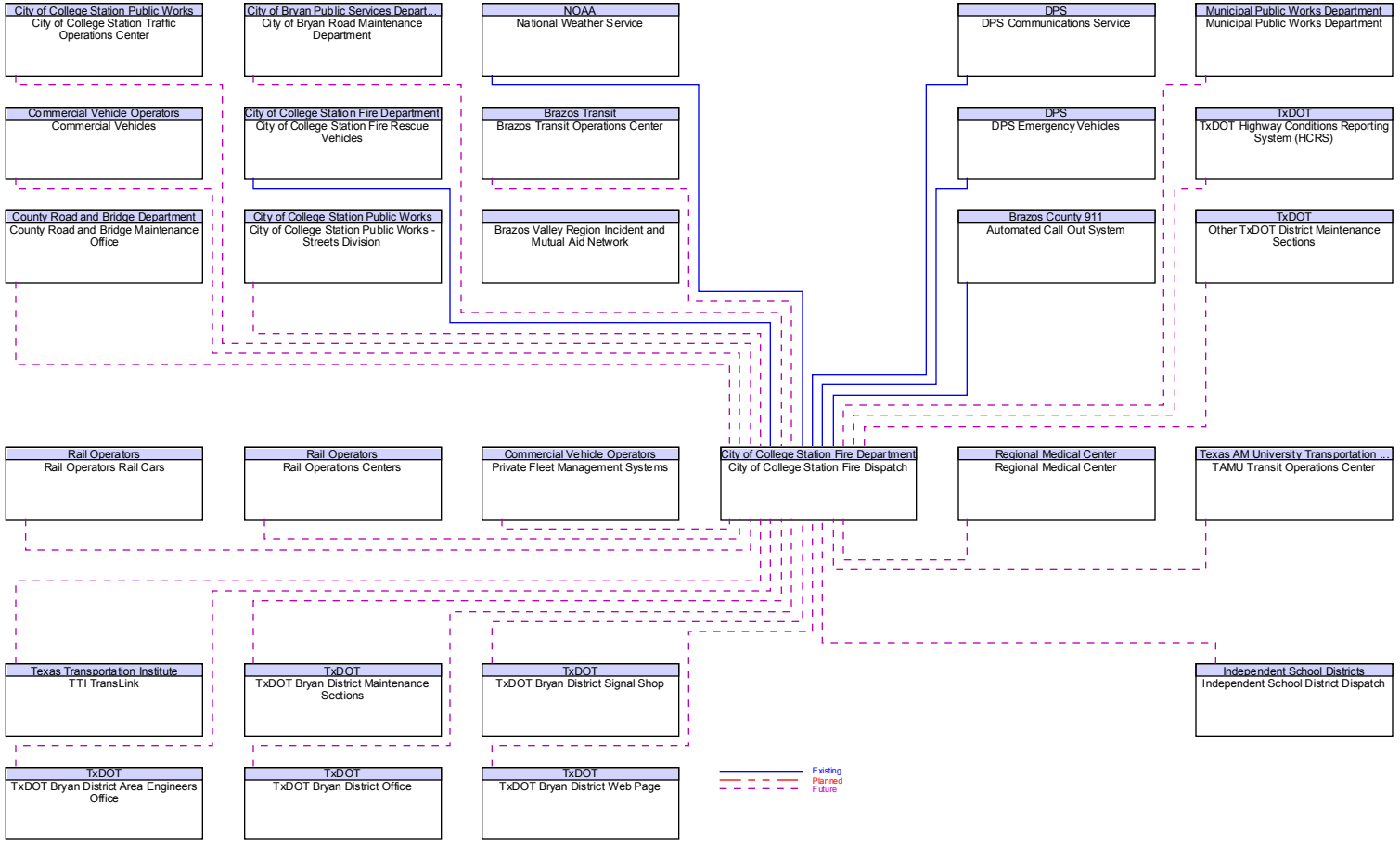


Figure B33 – City of College Station Fire Rescue Vehicles Interfaces

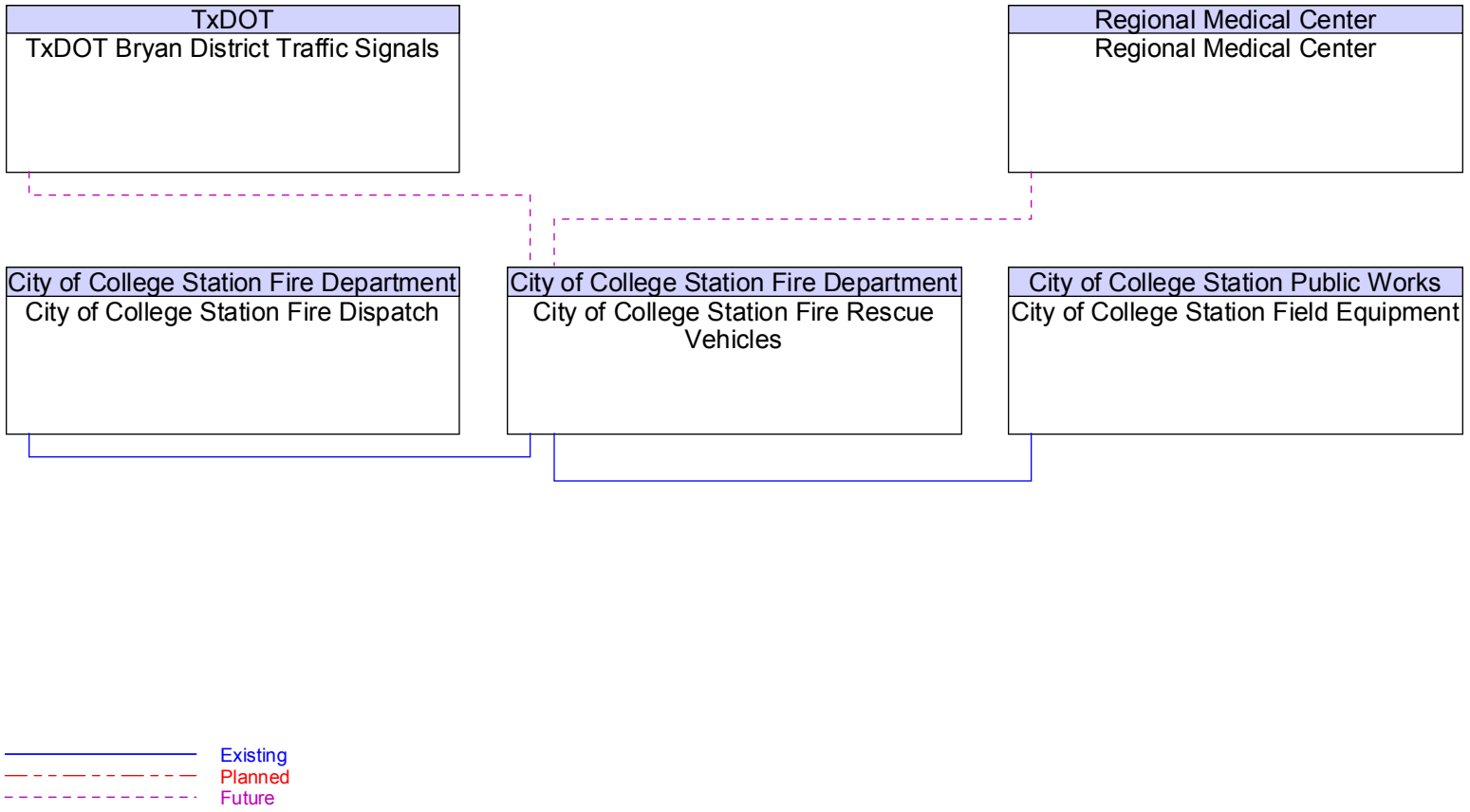


Figure B34 – City of College Station Garage Parking Interfaces

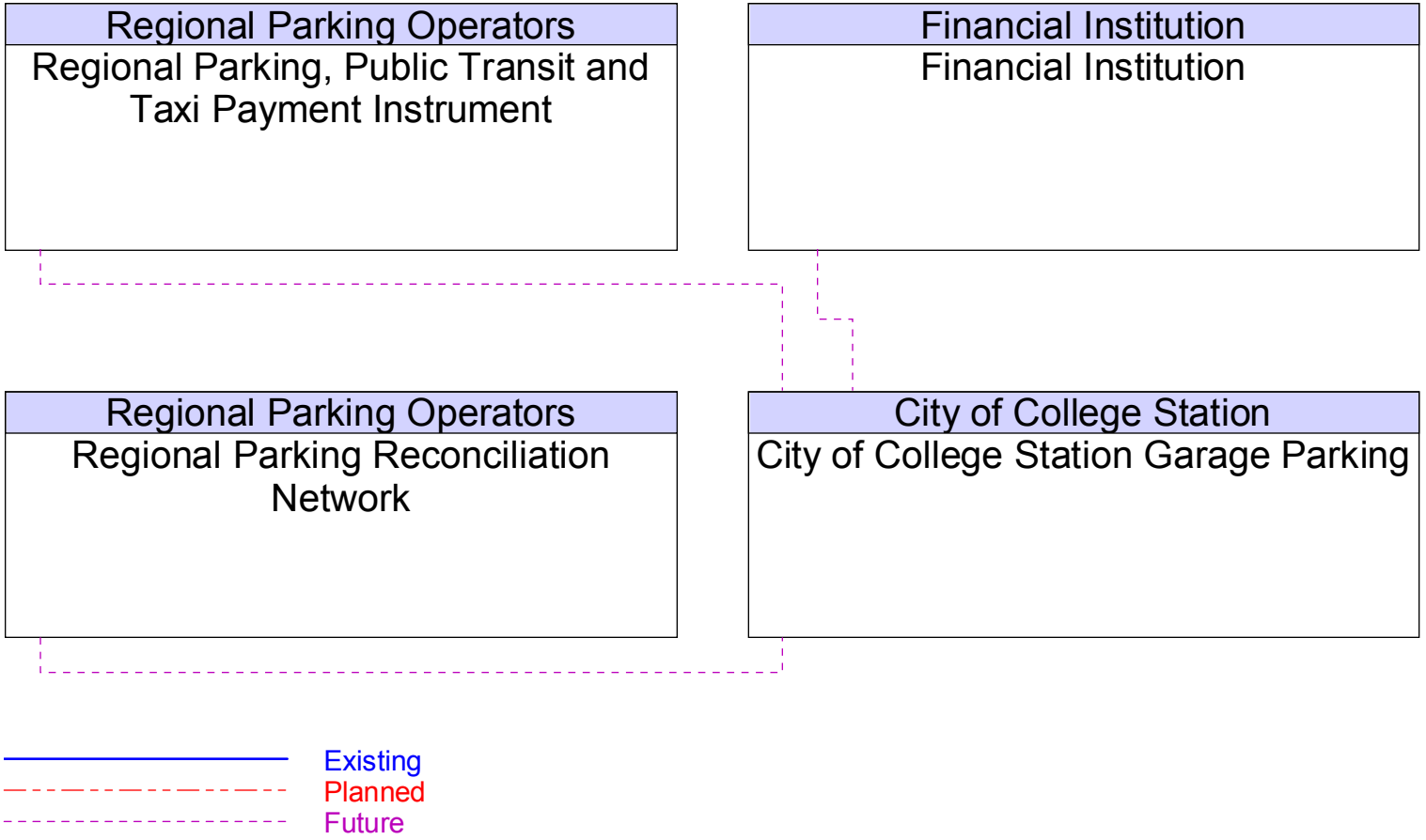


Figure B35 – City of College Station Maintenance Facility Interfaces

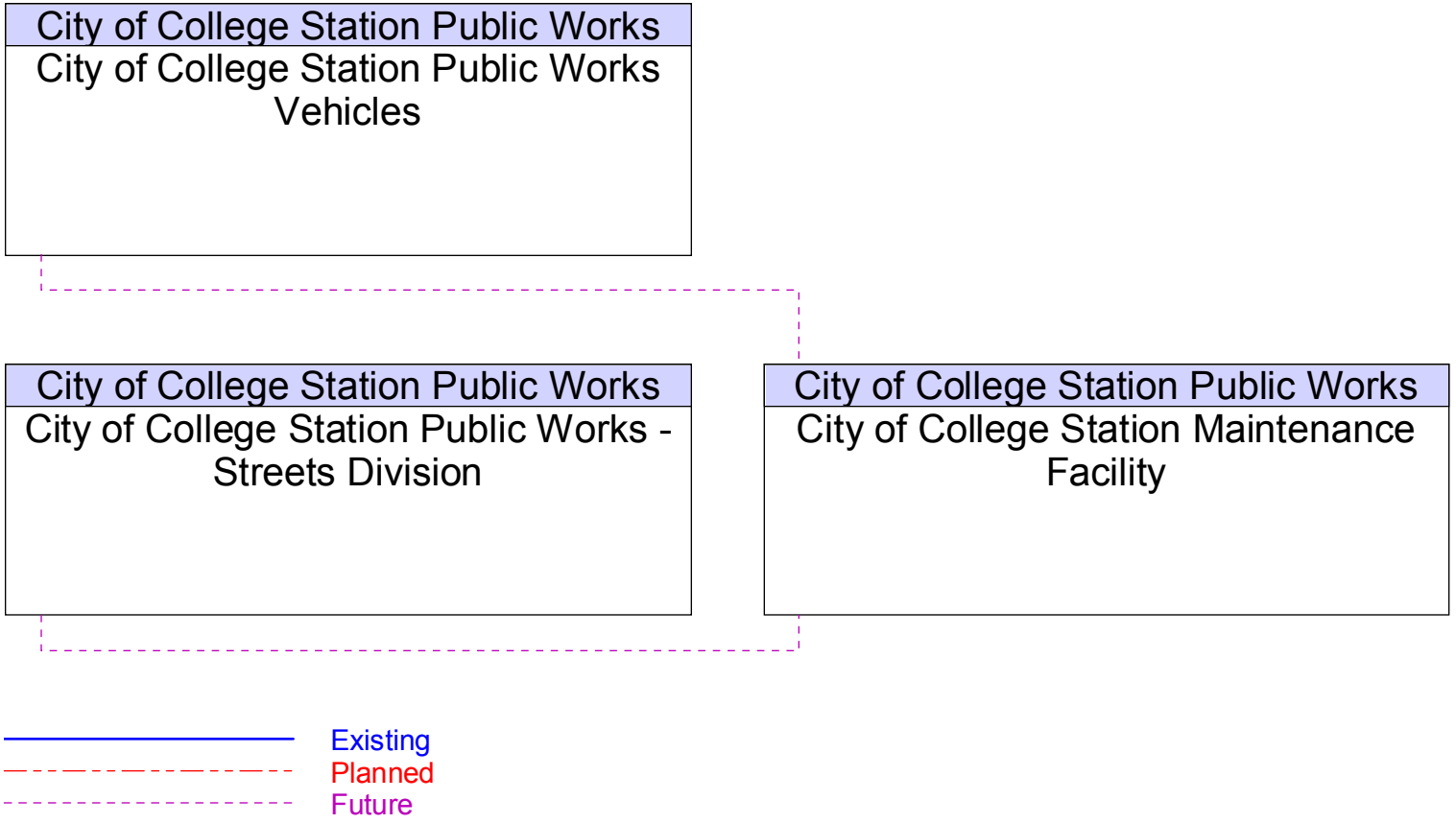


Figure B36 – City of College Station Police and Dispatch Interfaces

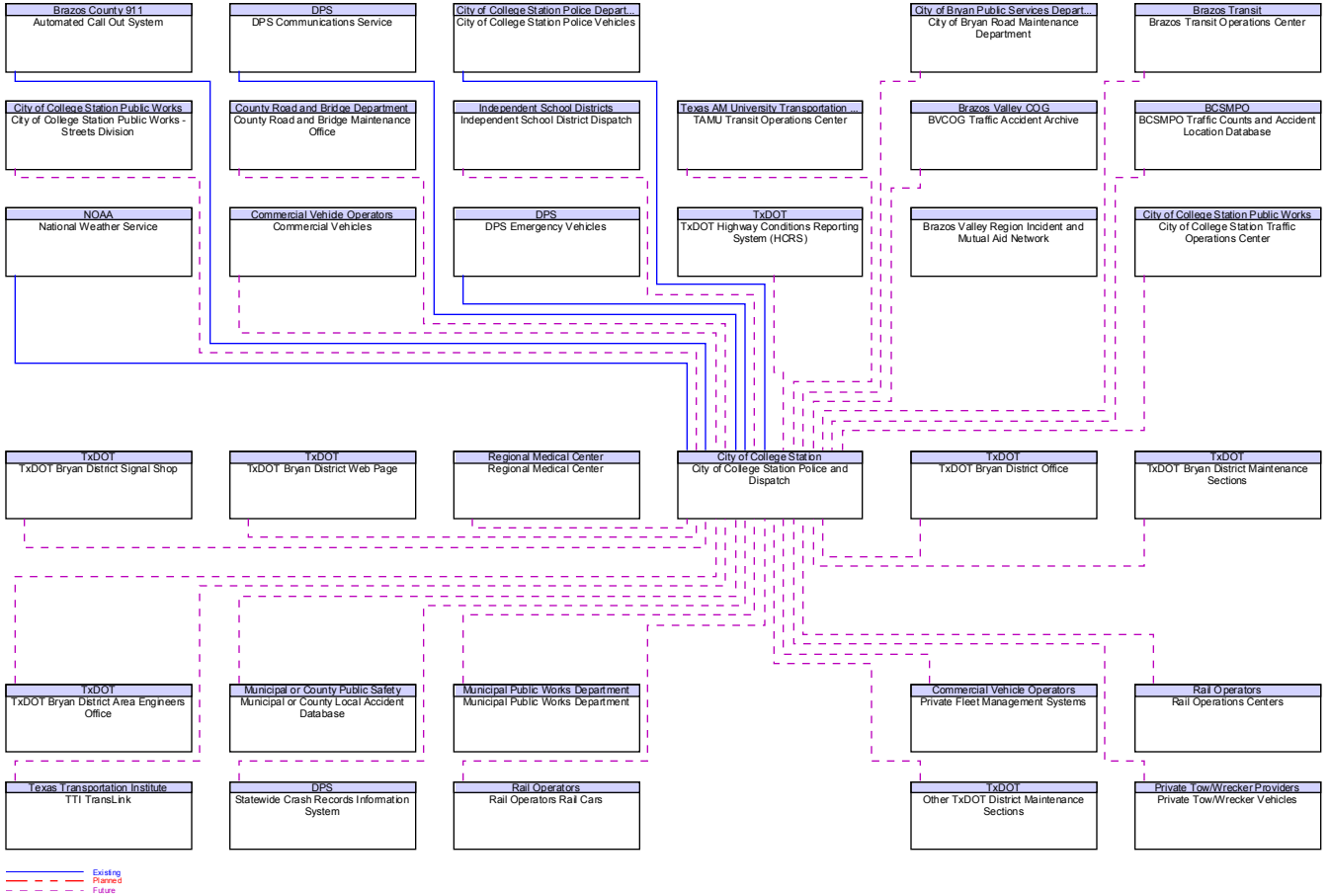


Figure B37 – City of College Station Police Vehicles Interfaces

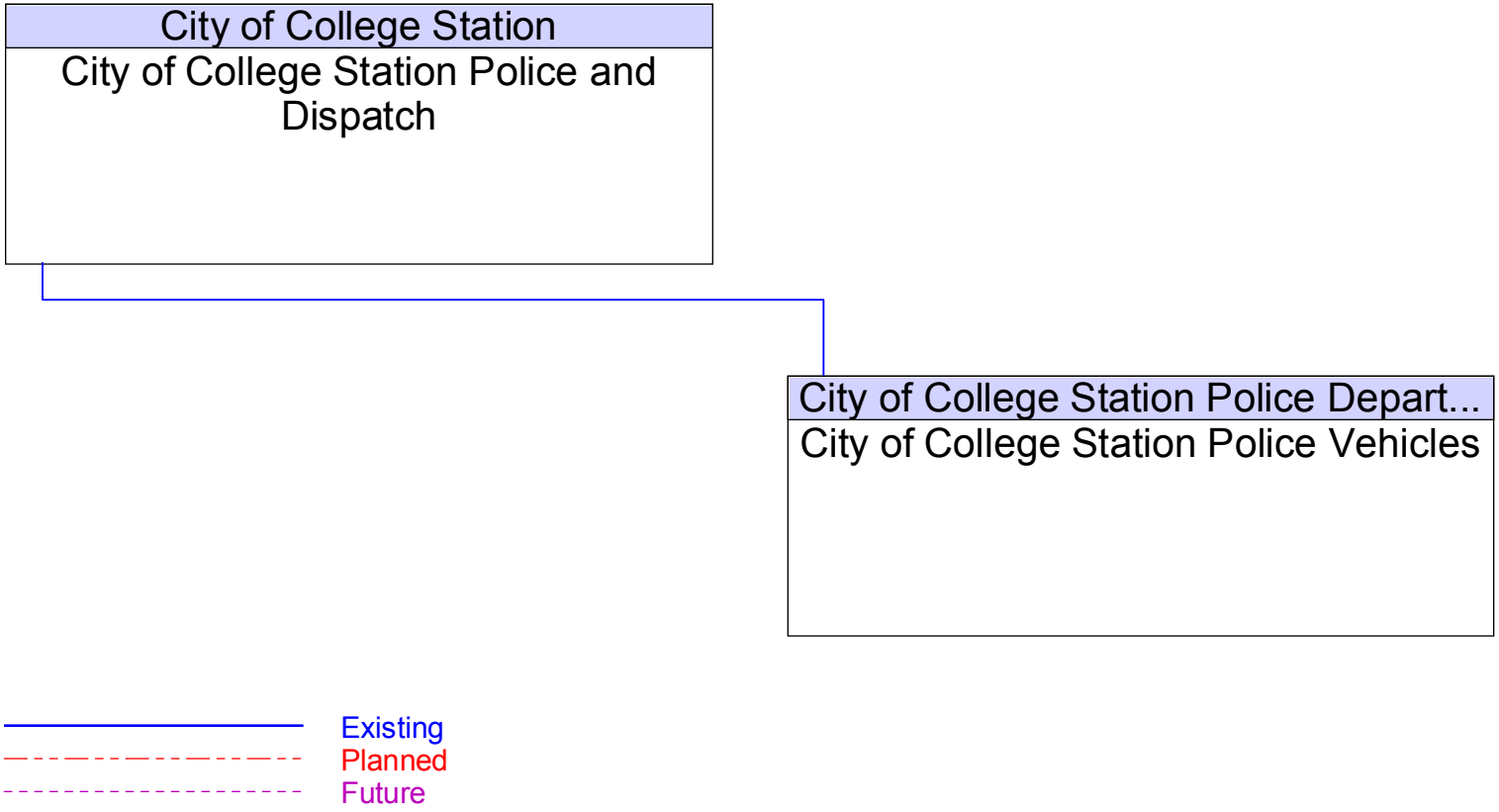


Figure B38 – City of College Station Public Works – Streets Division Interfaces

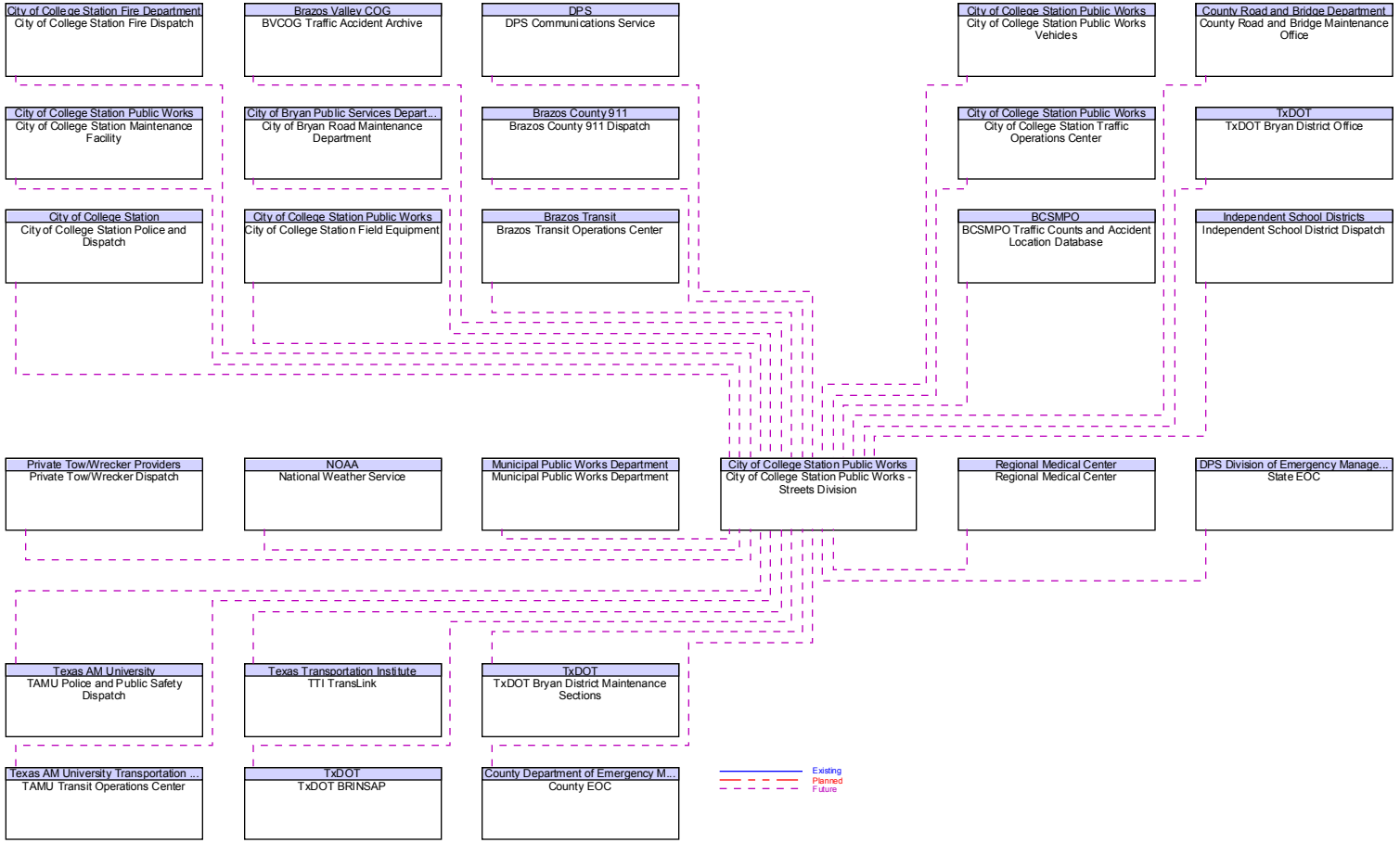


Figure B39 – City of College Station Public Works Vehicles Interfaces

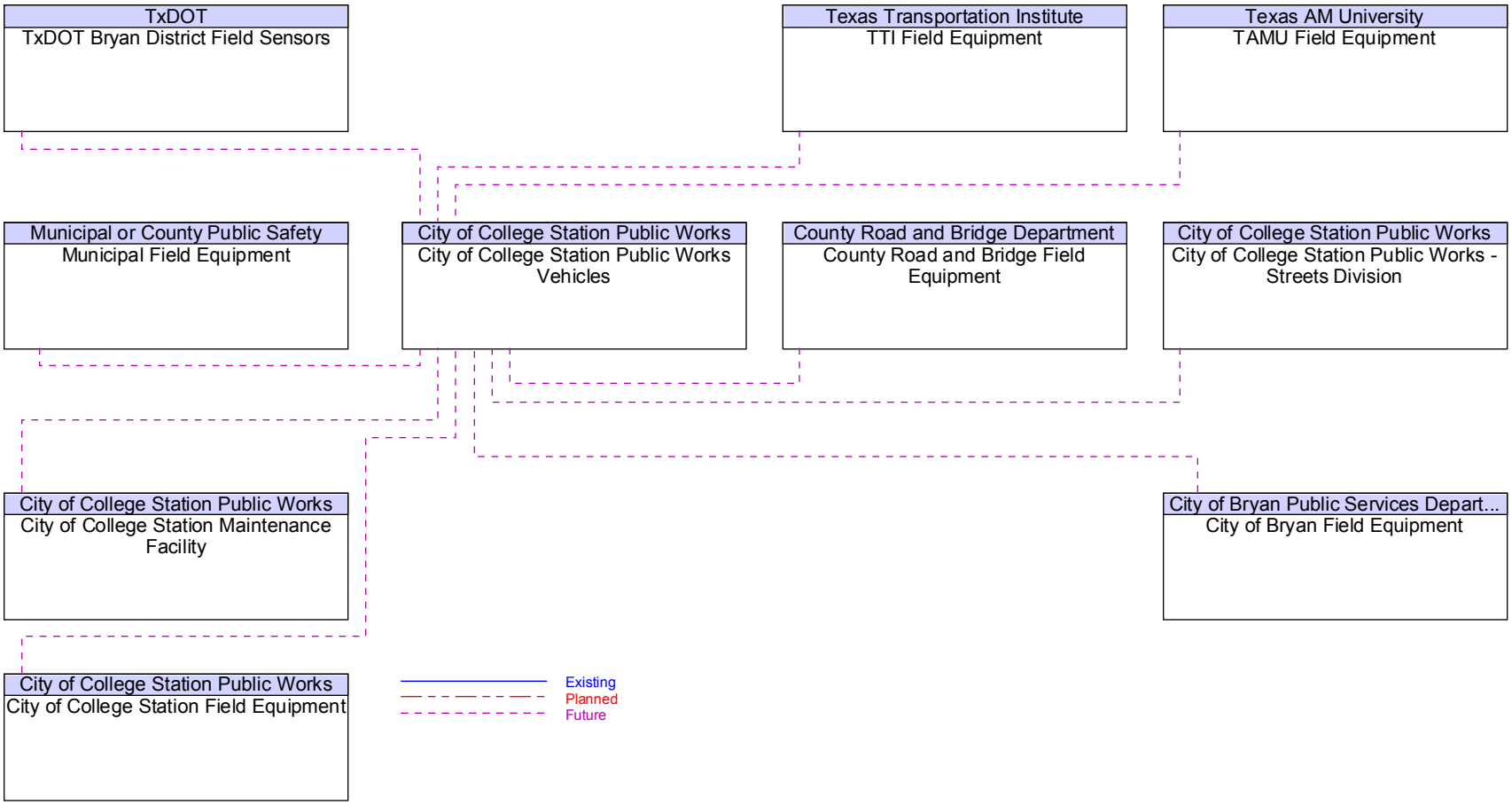


Figure B40 – City of College Station Signal Shop Interfaces

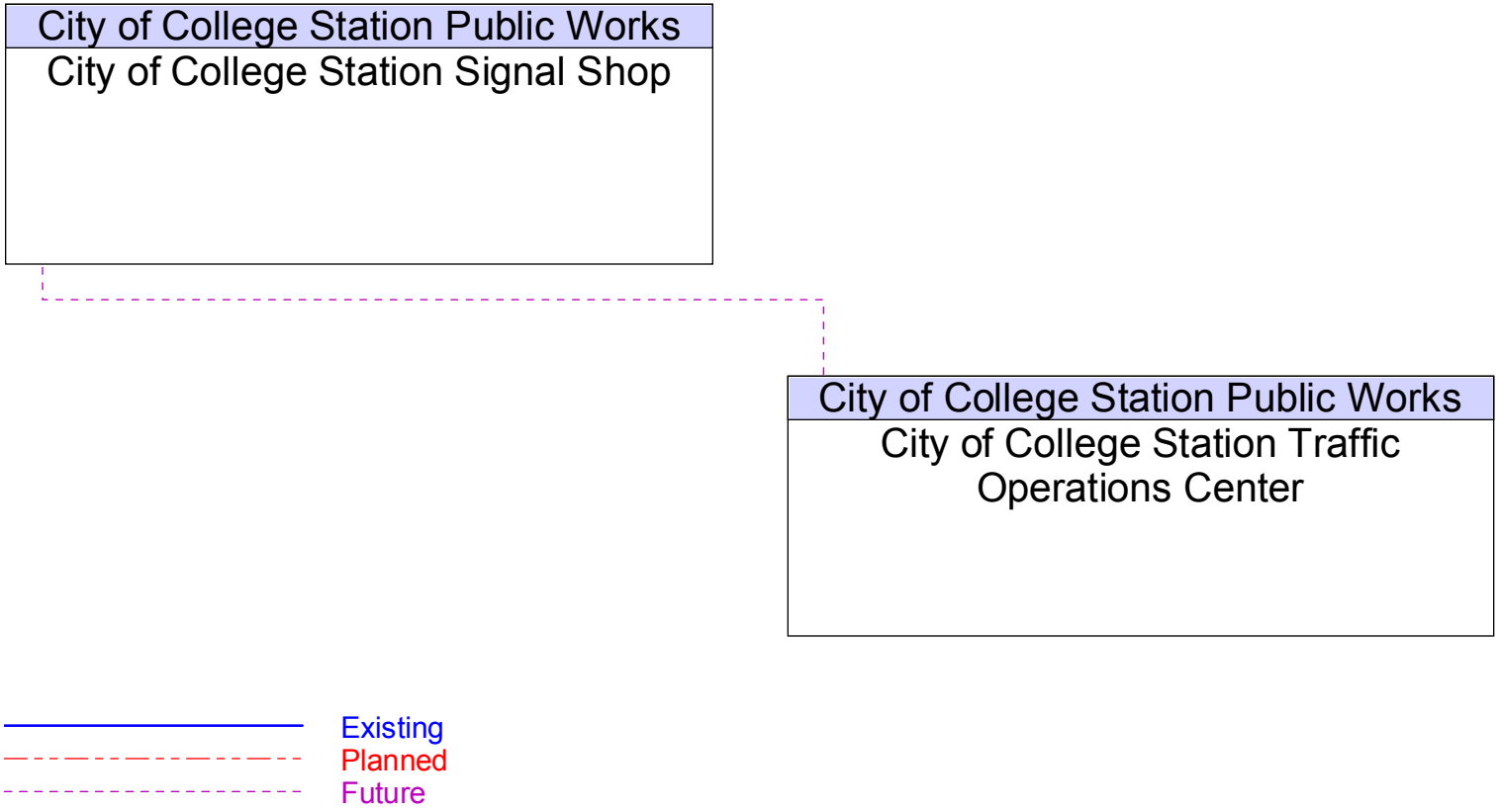


Figure B41 – City of College Station Speed DMS Interfaces

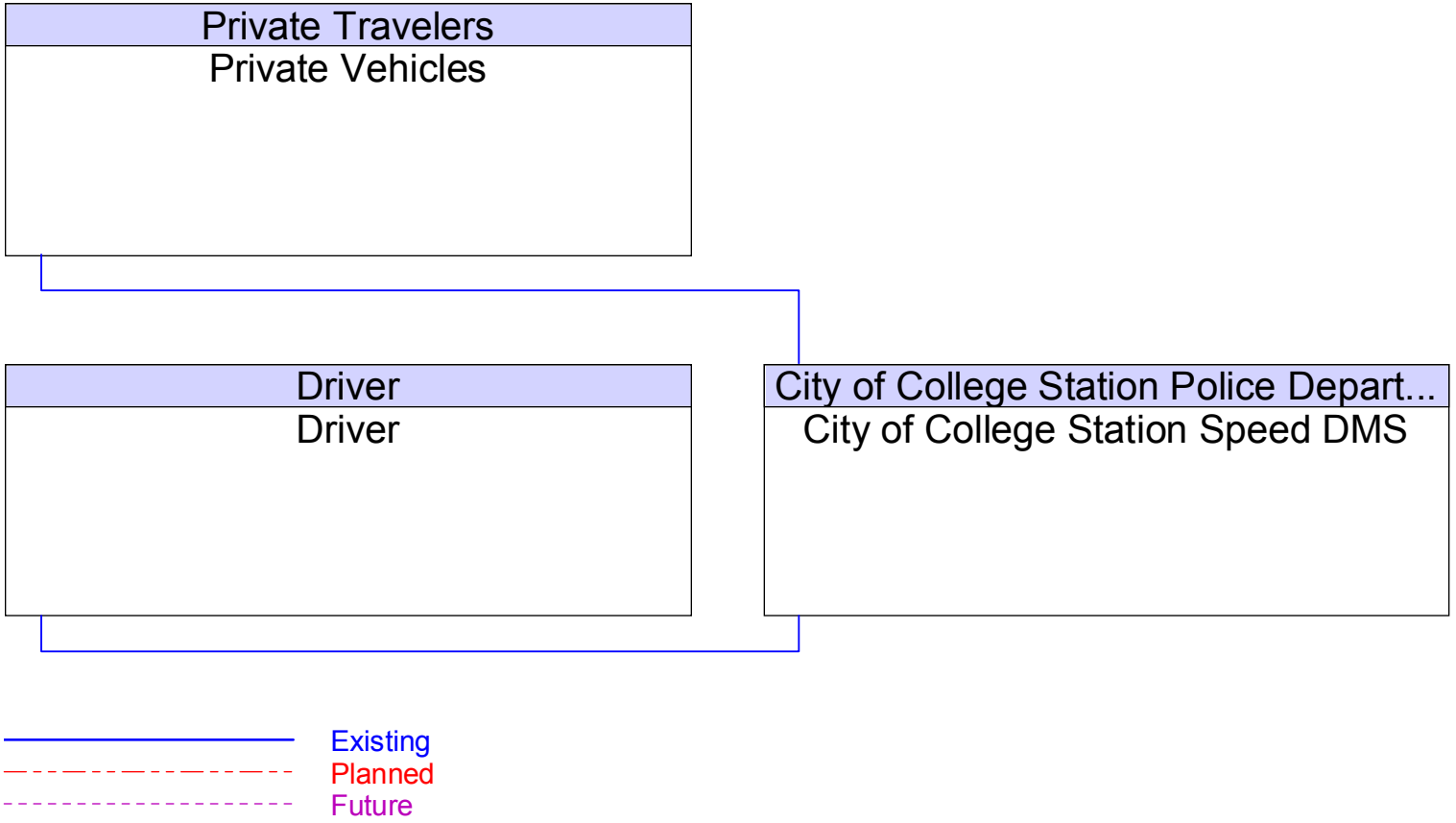


Figure B42 – City of College Station Traffic Operations Center Interfaces

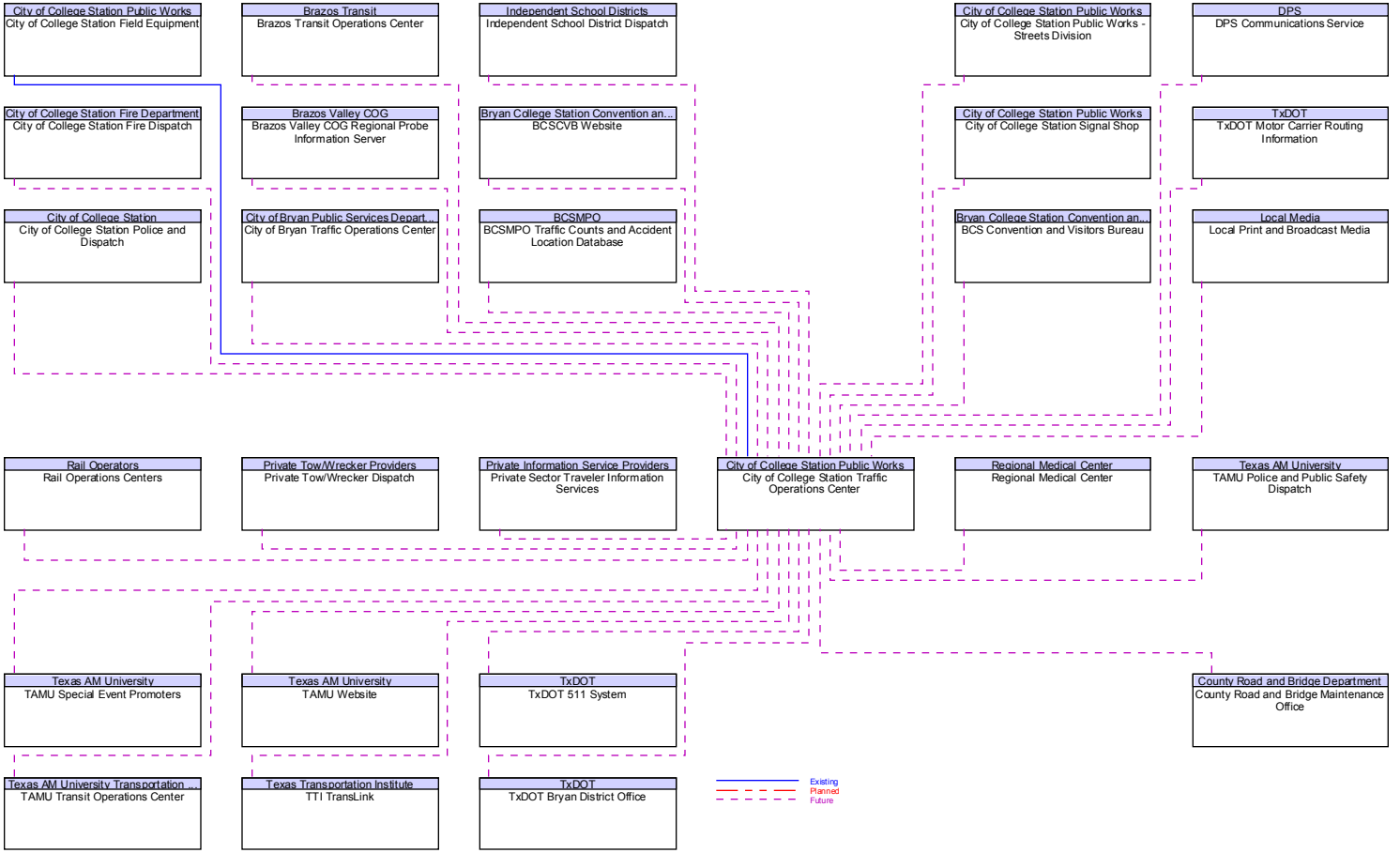


Figure B43 – Commercial Vehicles Interfaces

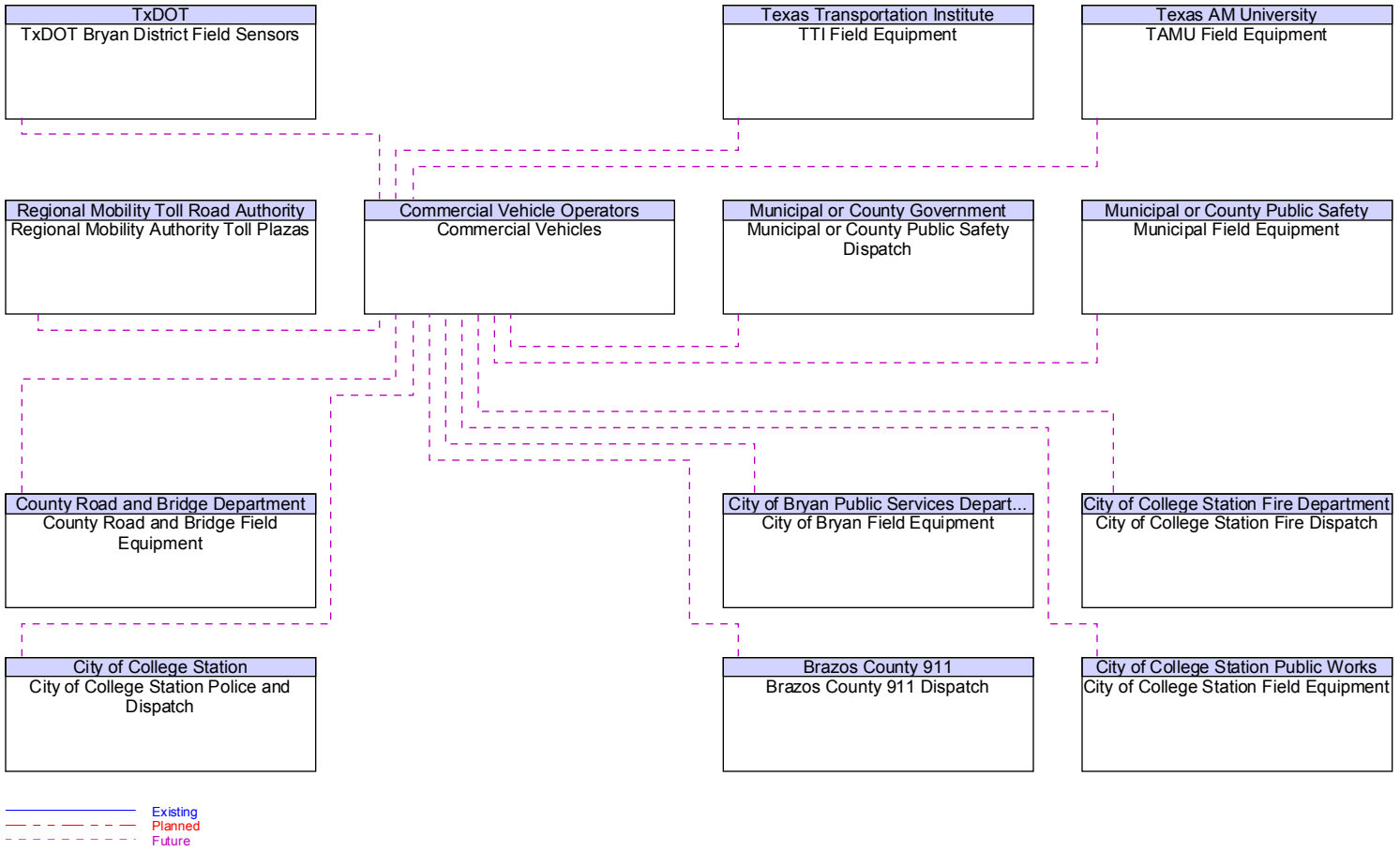


Figure B44 – Correctional Facilities Operations Interfaces

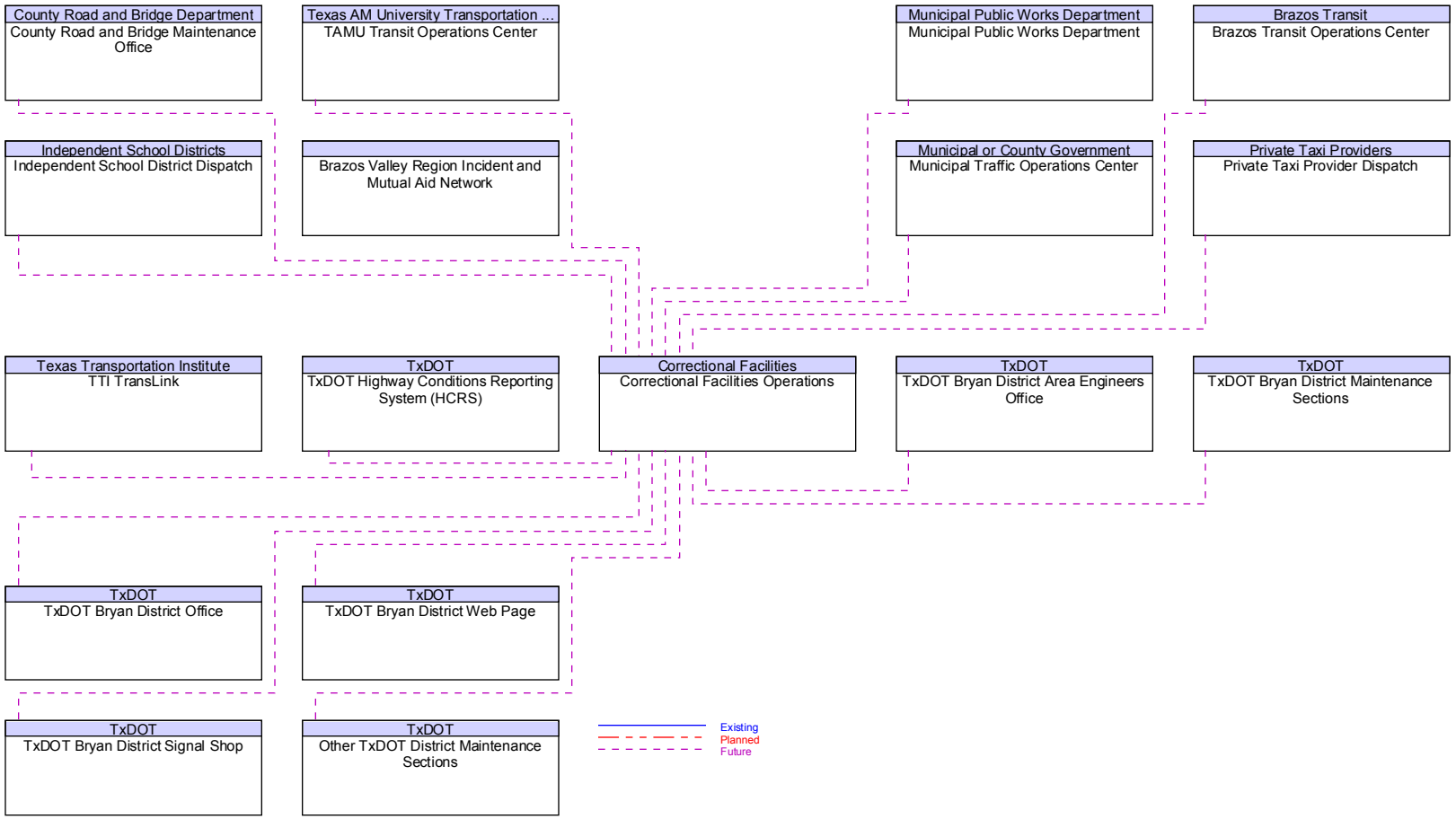


Figure B45 – County EOC Interfaces

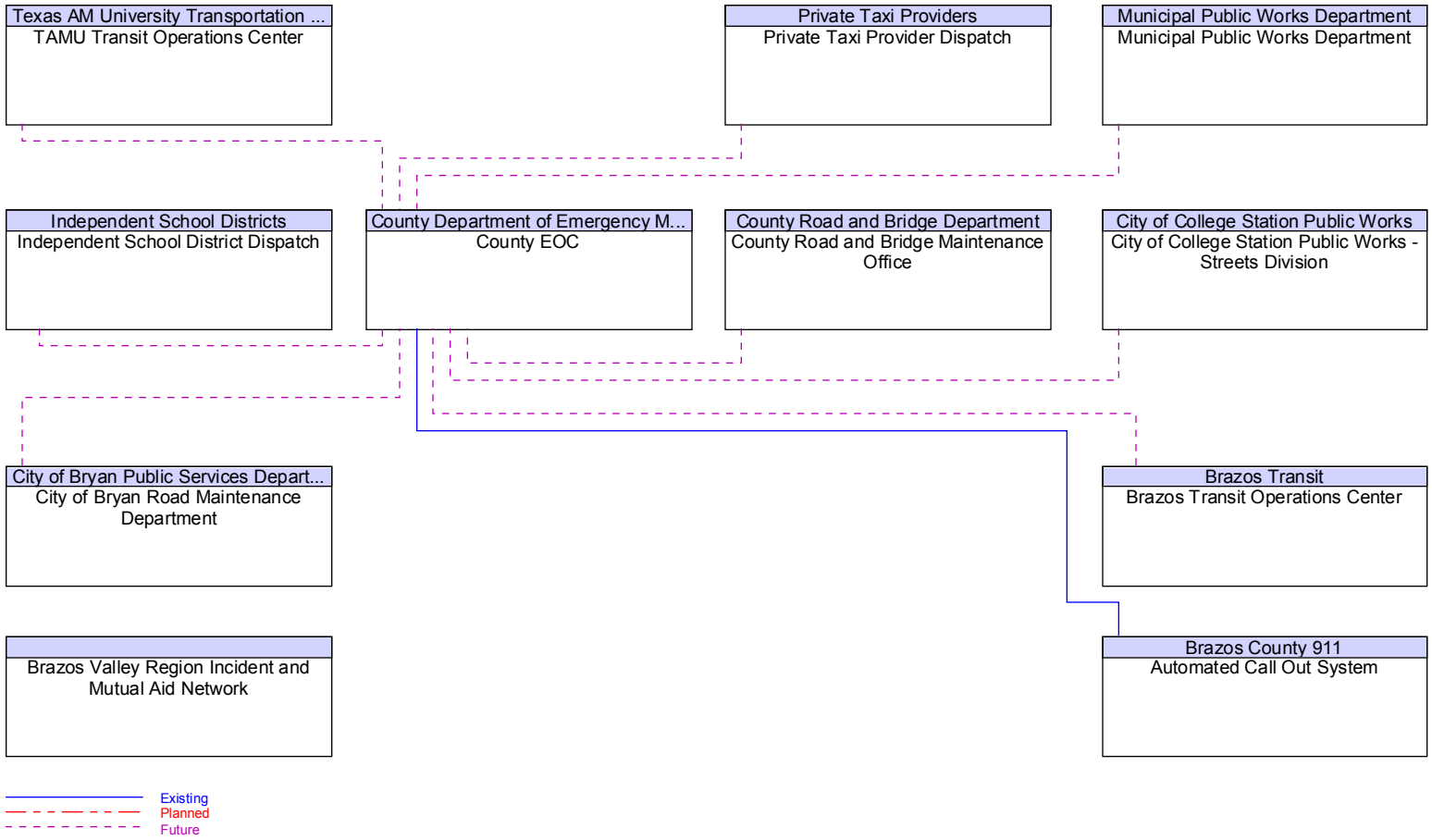


Figure B46 – County Road and Bridge Equipment Repair Interfaces

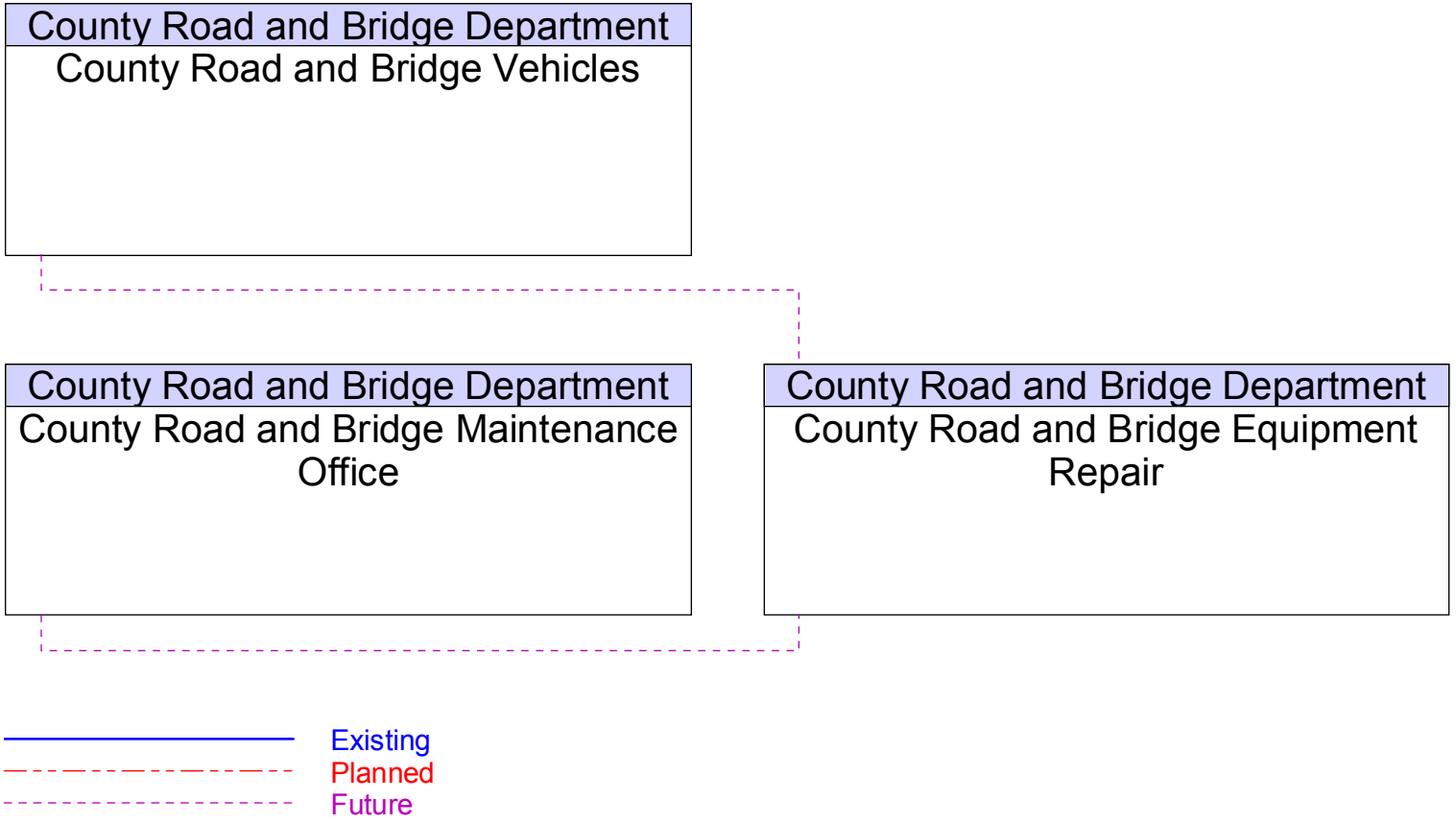


Figure B47 – County Road and Bridge Field Equipment Interfaces

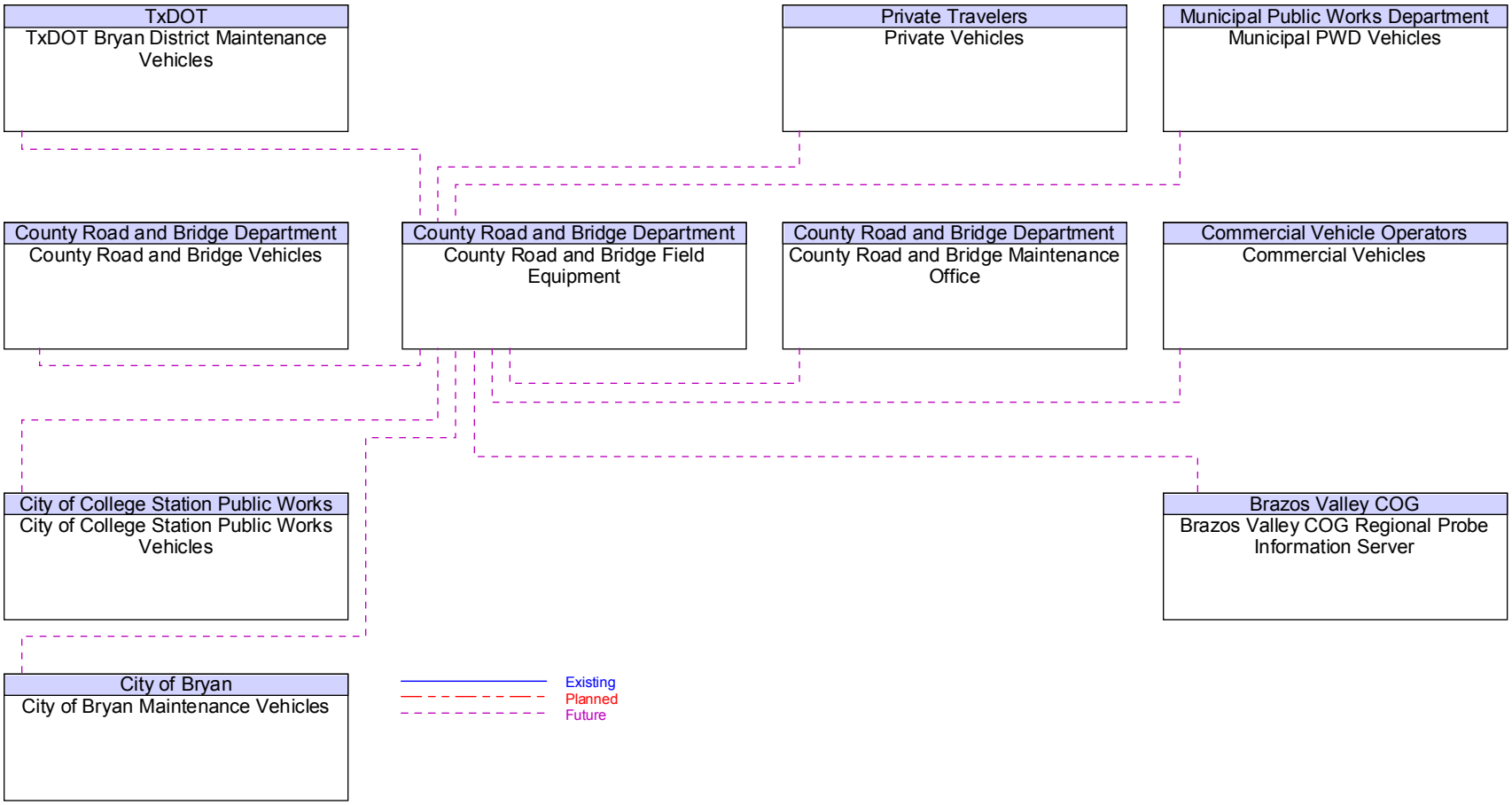


Figure B48 – County Road and Bridge Maintenance Office Interfaces

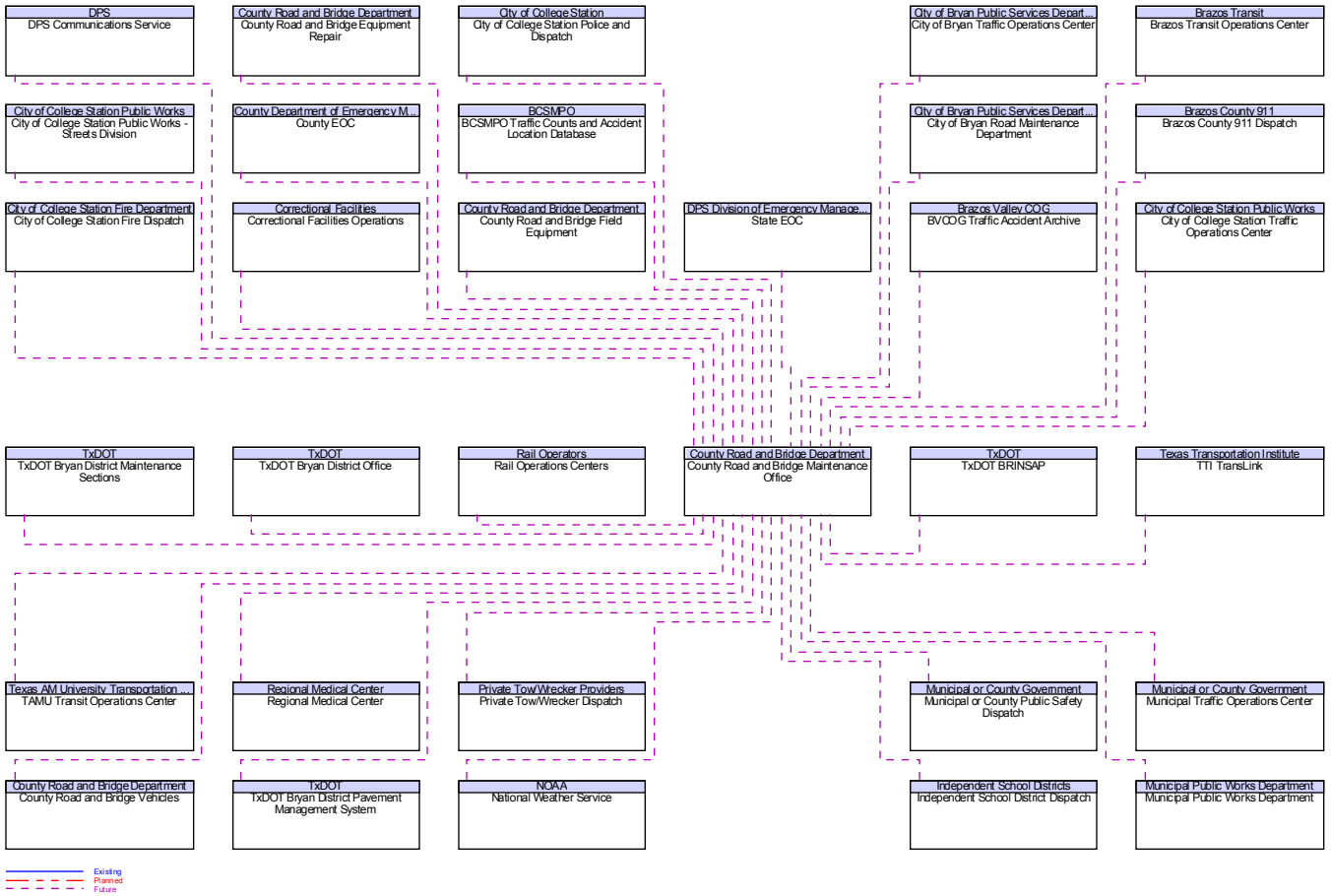


Figure B49 – County Road and Bridge Vehicles Interfaces

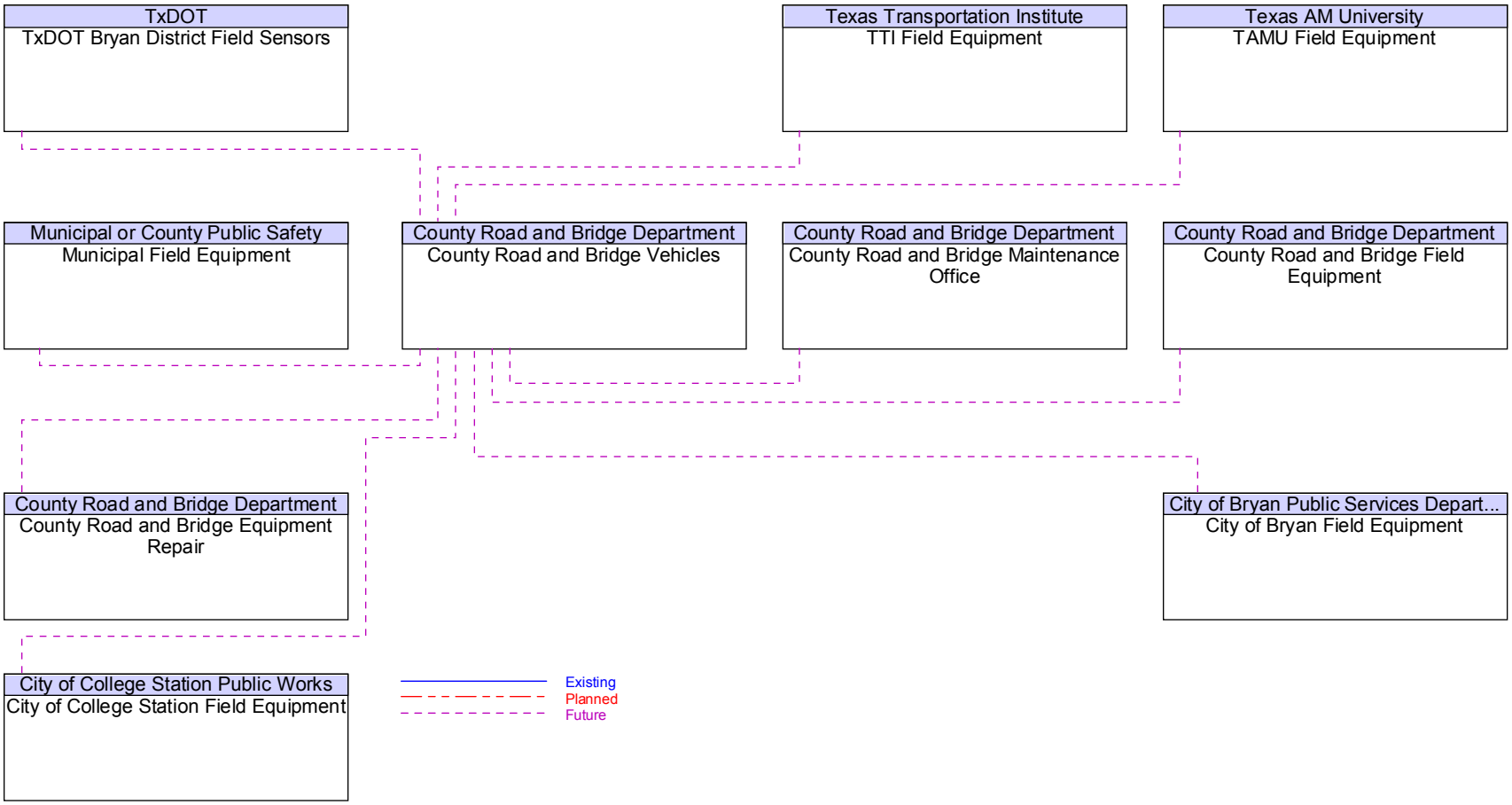


Figure B50 – County Sheriff Police Vehicles Interfaces

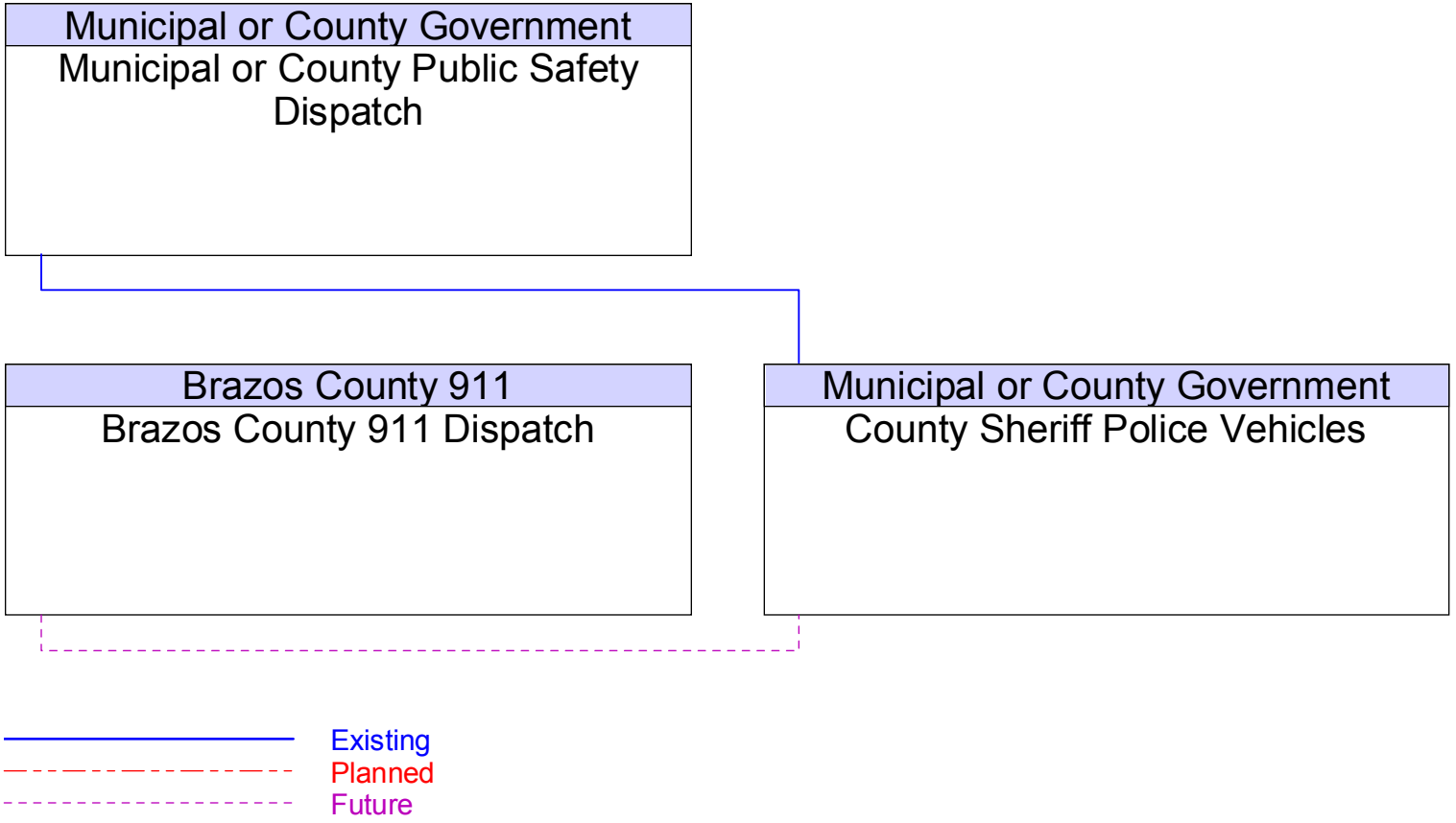


Figure B51 – County Volunteer Fire Rescue Vehicles Interfaces

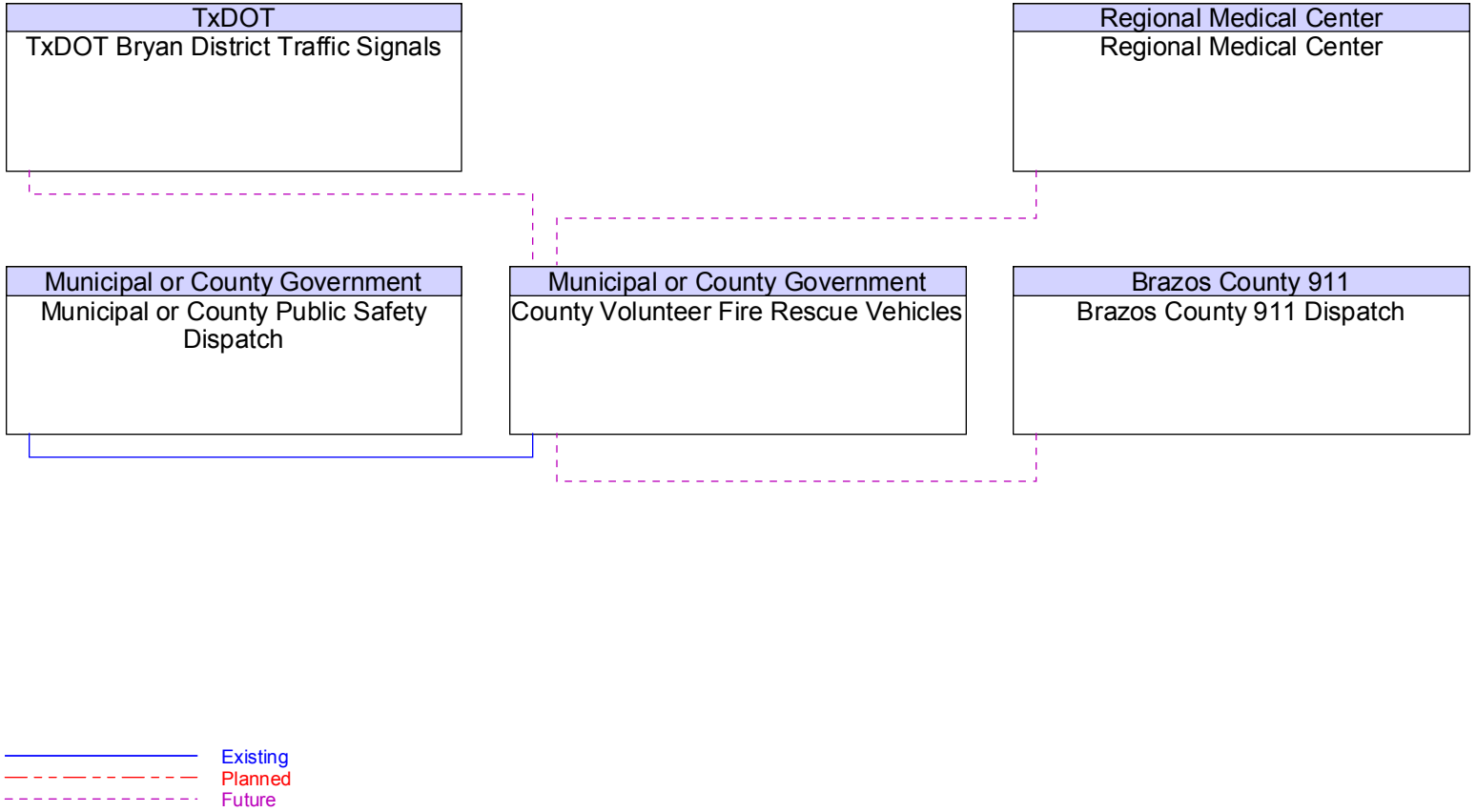


Figure B52 – CS Fire 4 Interfaces

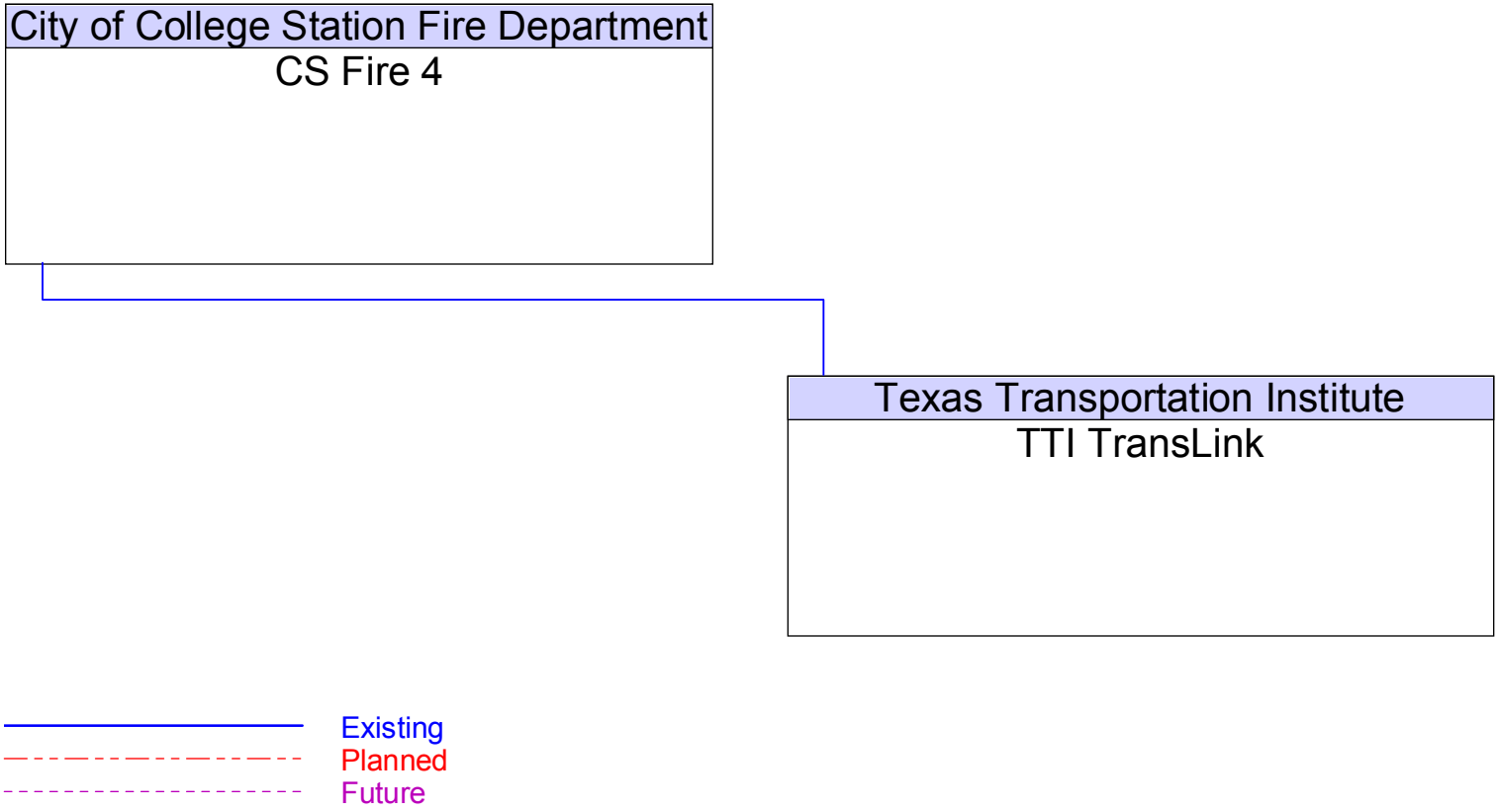


Figure B53 – DPS Communications Service Interfaces

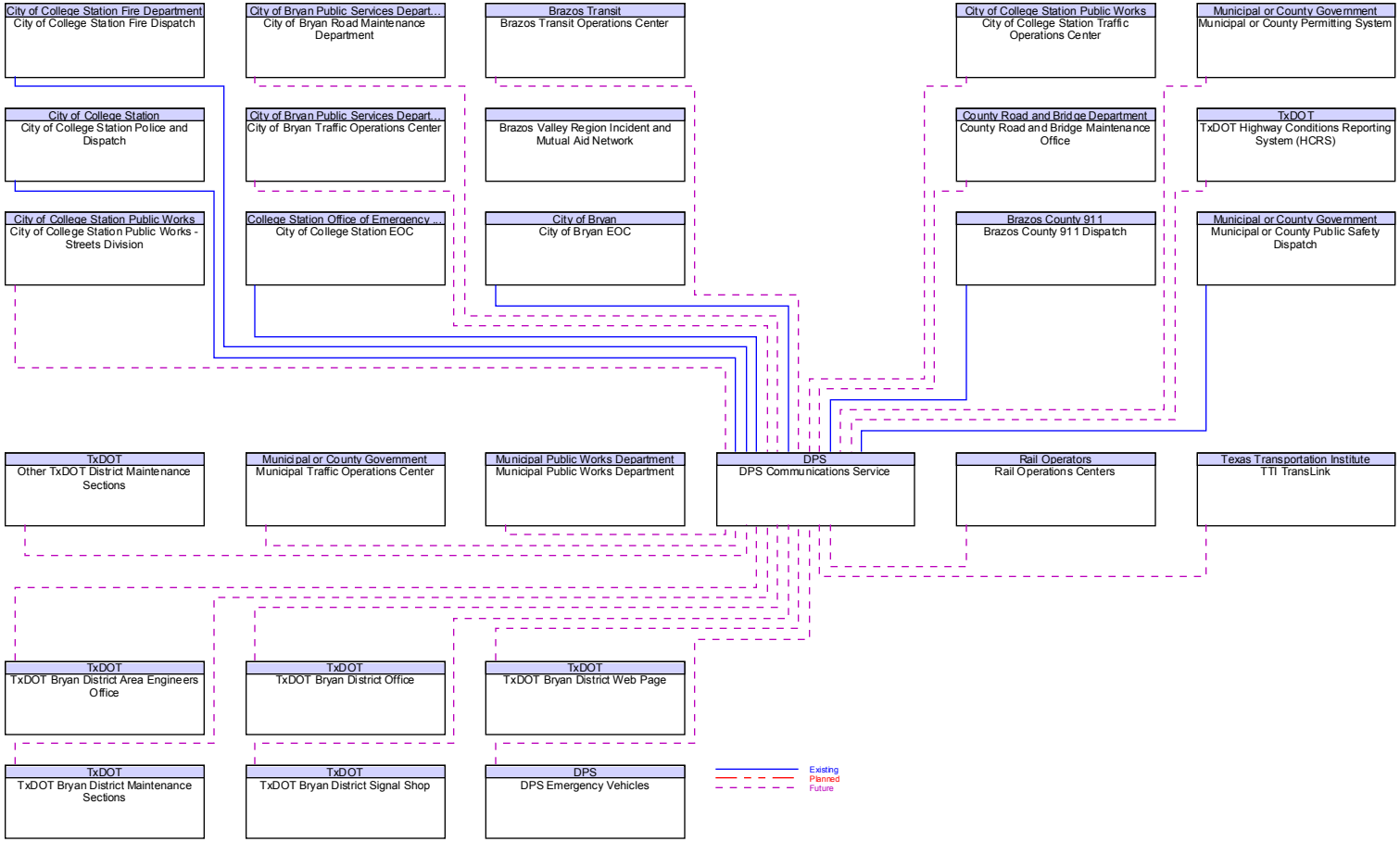


Figure B54 – DPS Emergency Vehicles Interfaces

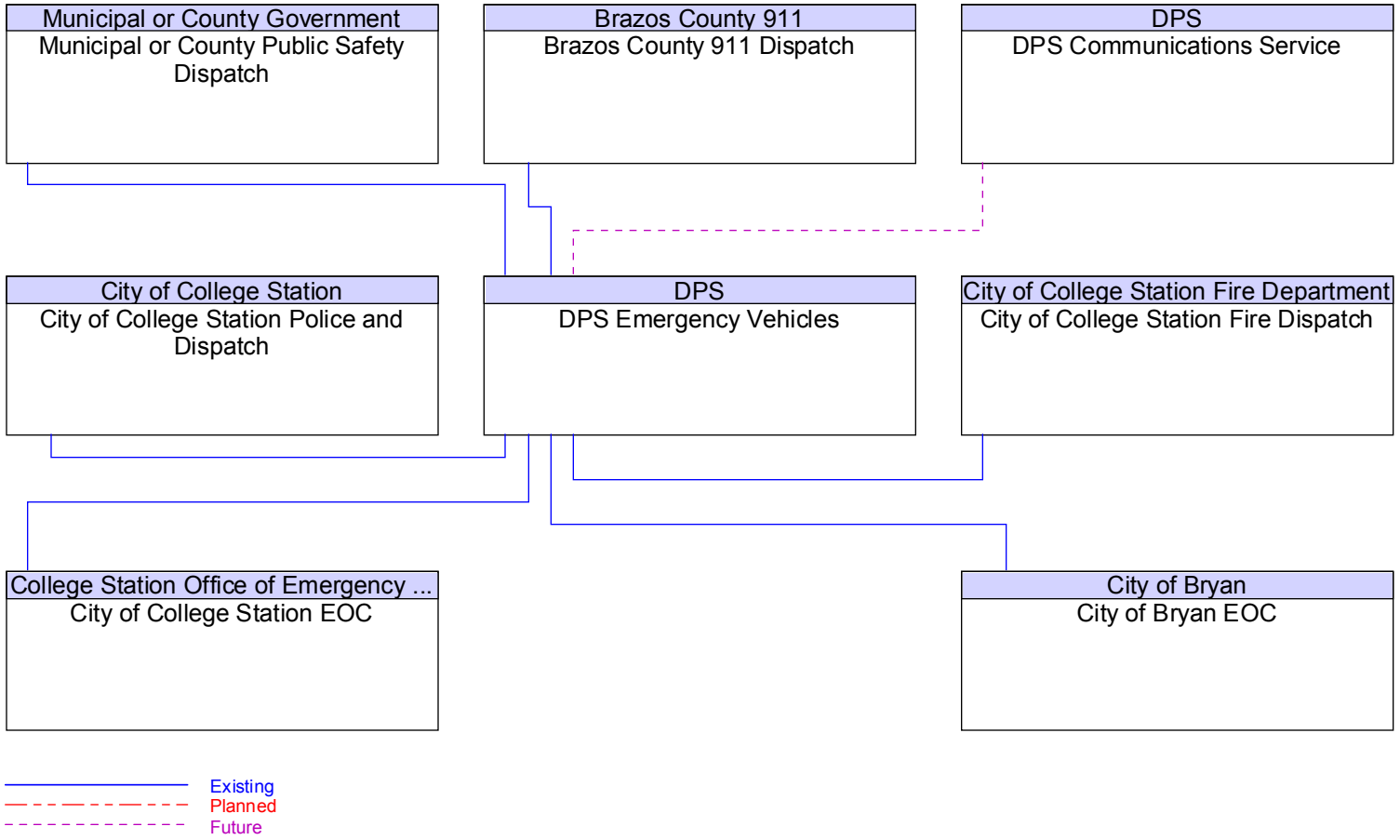


Figure B55 – Driver Interfaces

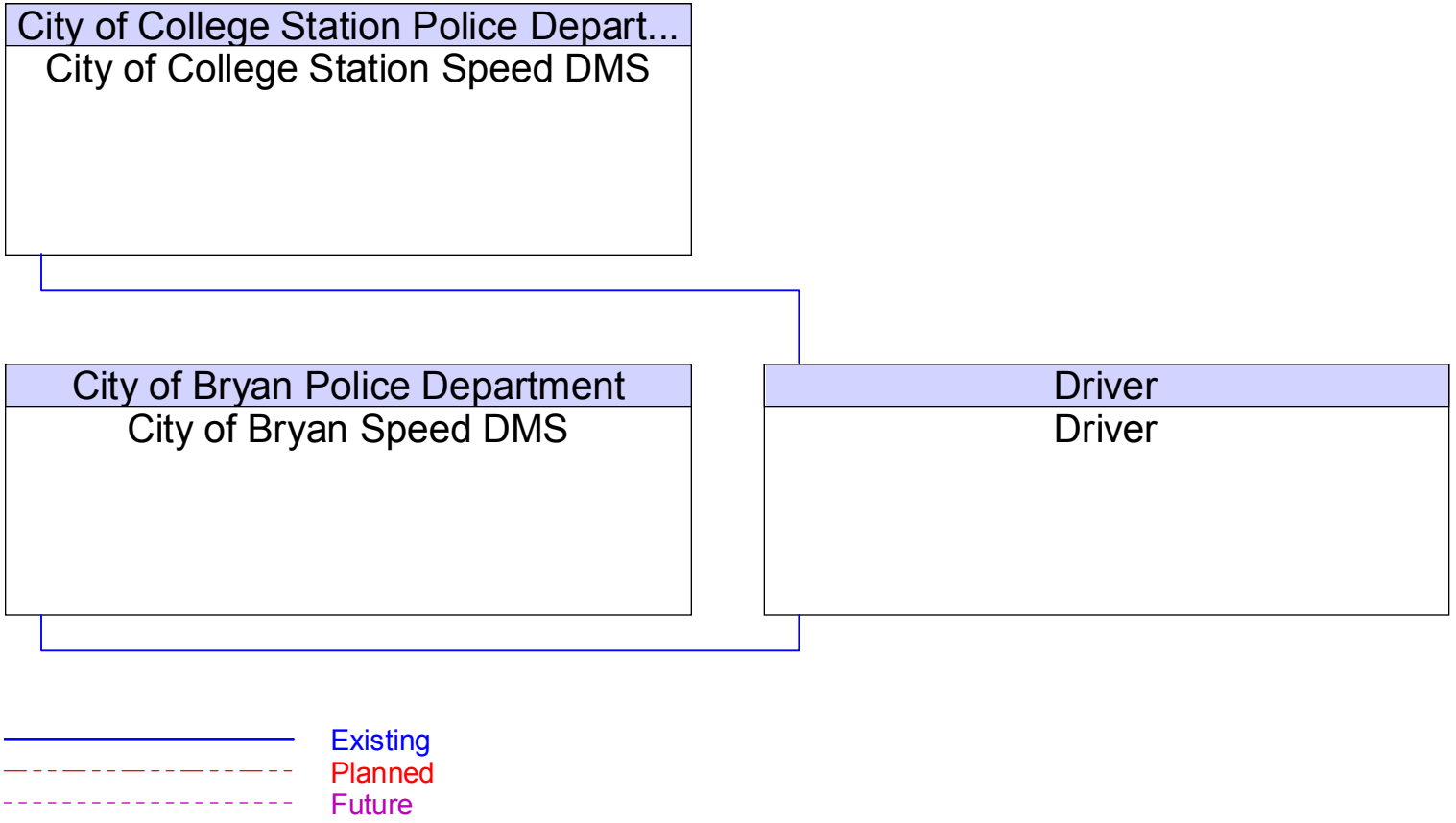


Figure B56 – Easterwood Airport Interfaces

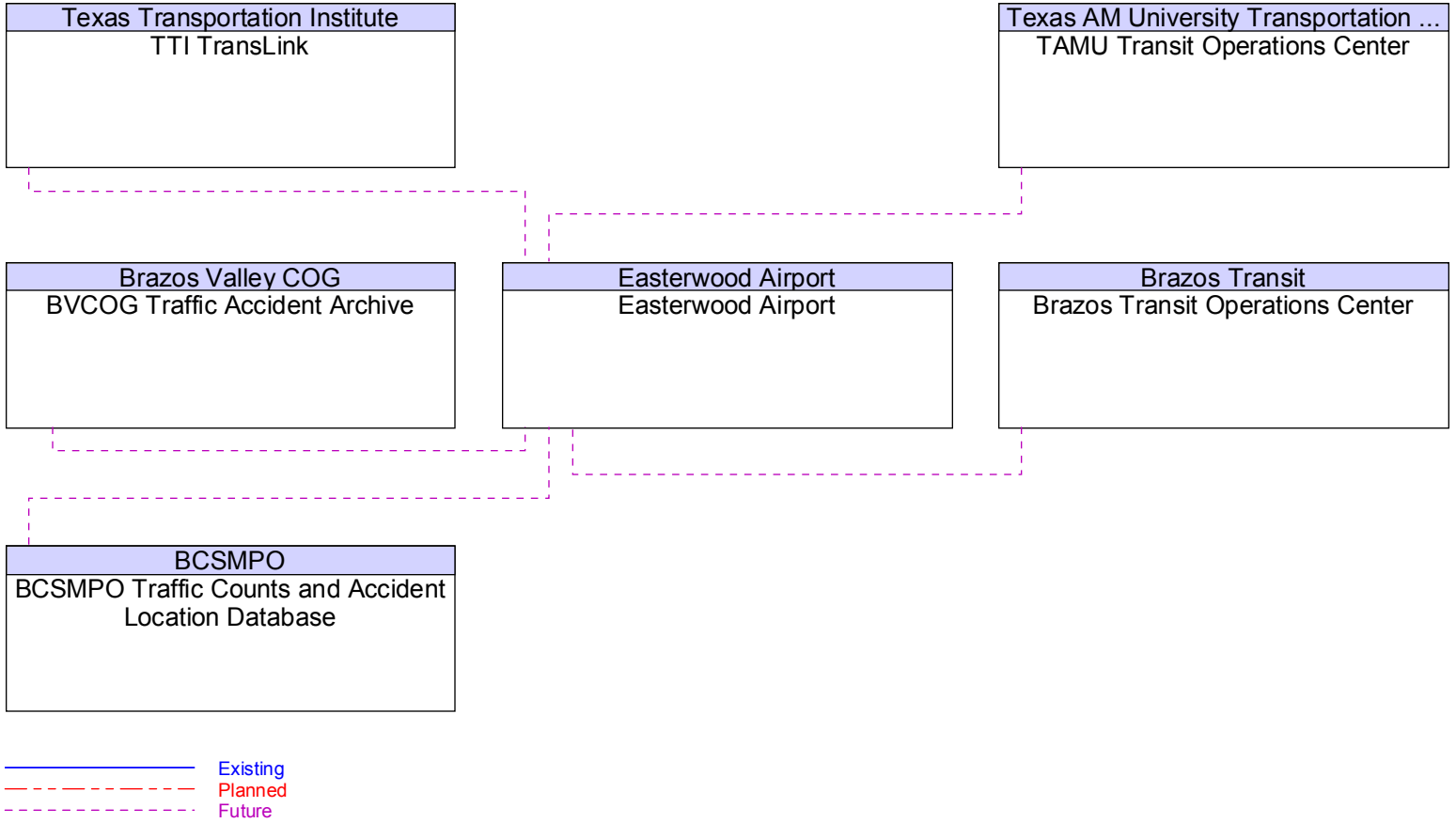


Figure B57 – Financial Institution Interfaces

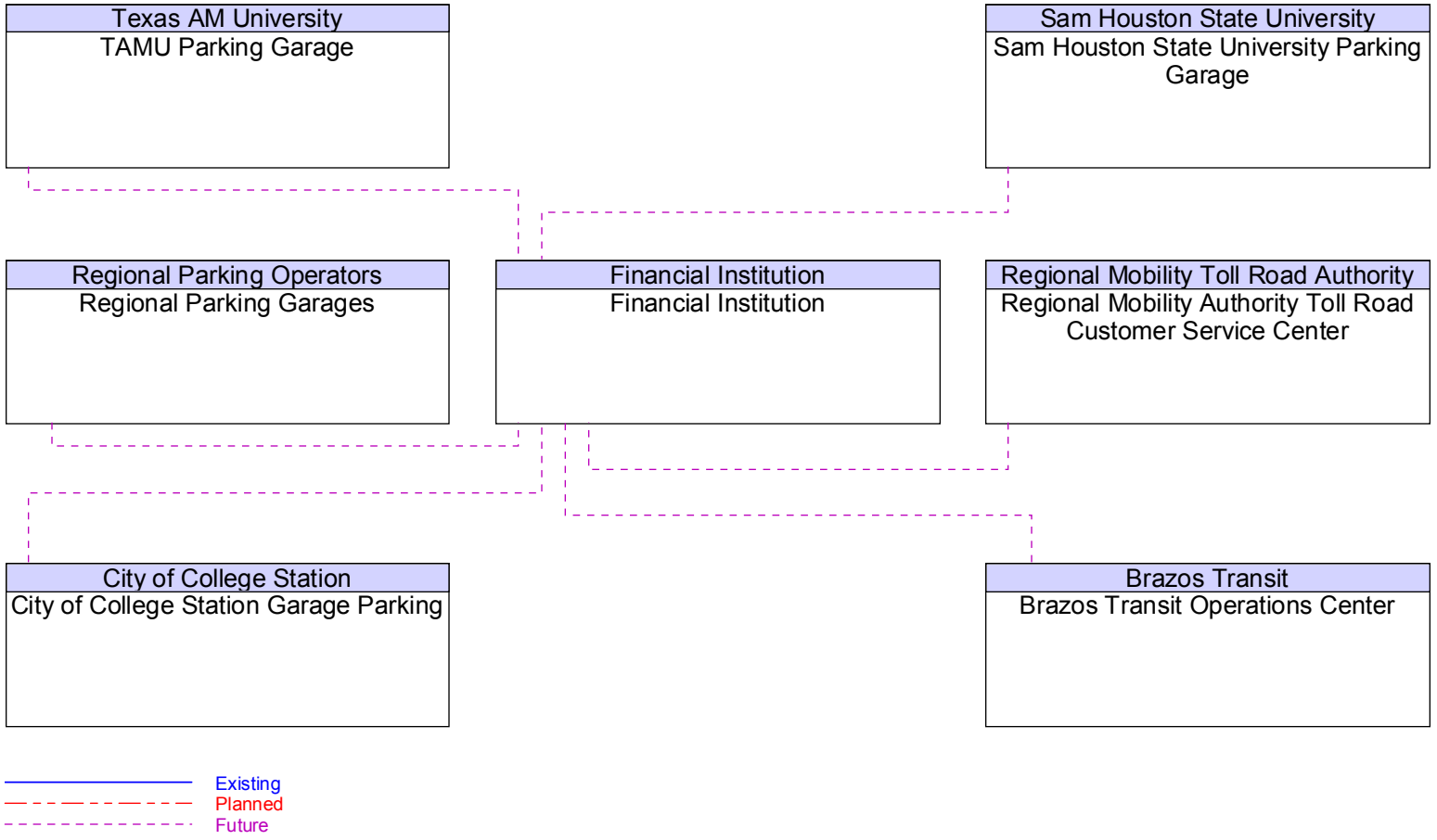


Figure B58 – Independent School District Buses Interfaces

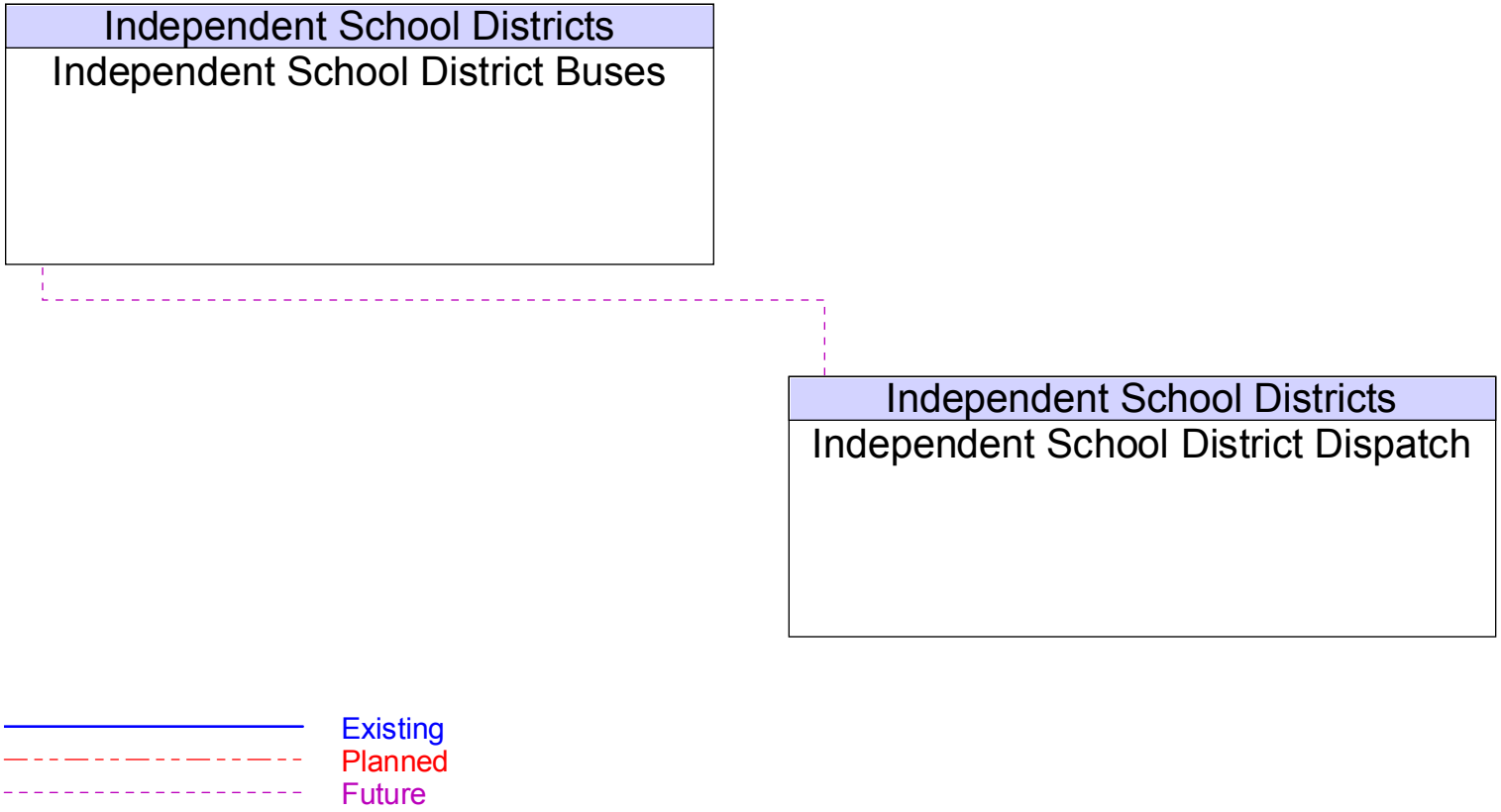


Figure B59 – Independent School District Dispatch Interfaces

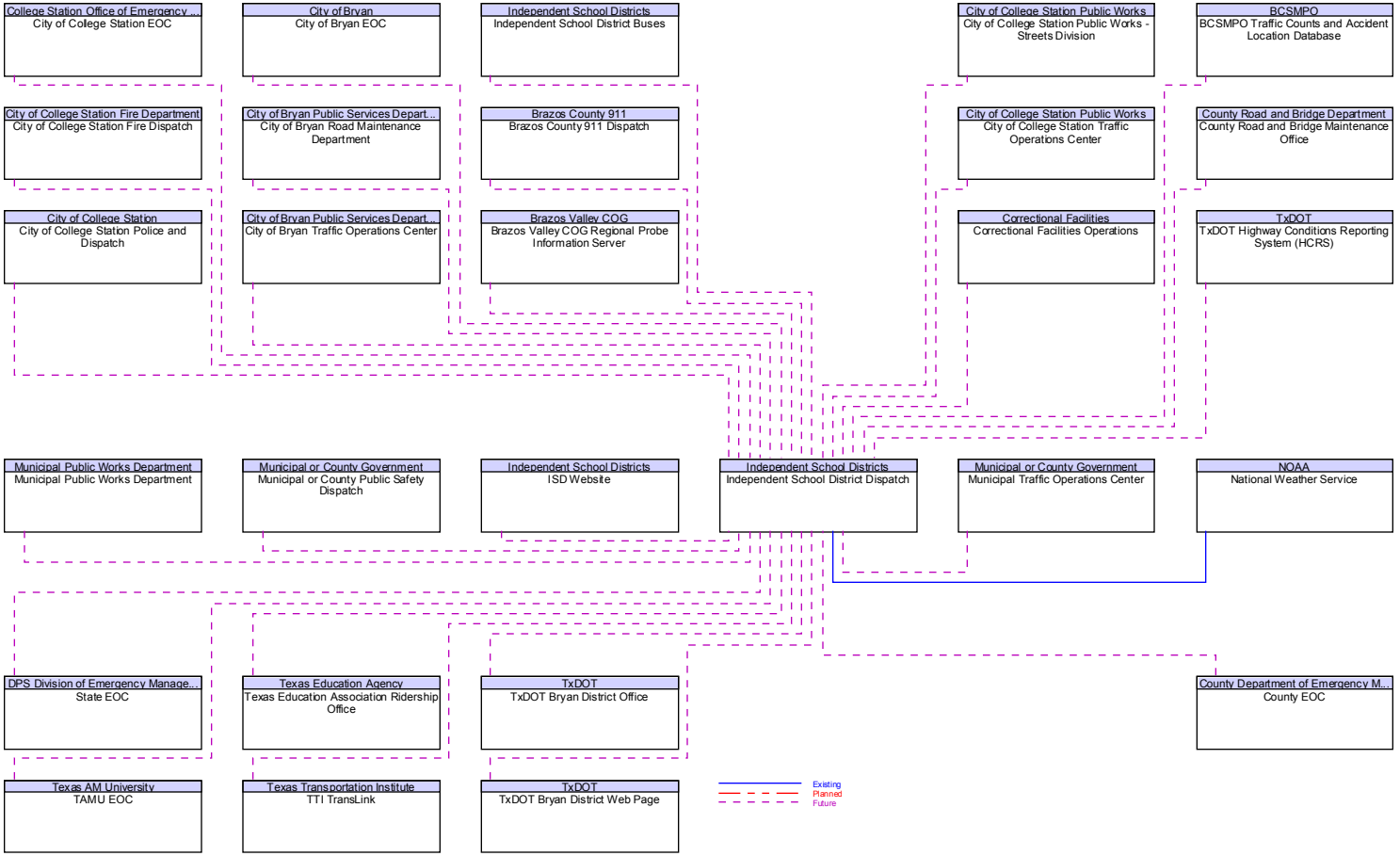


Figure B60 – ISD Website Interfaces

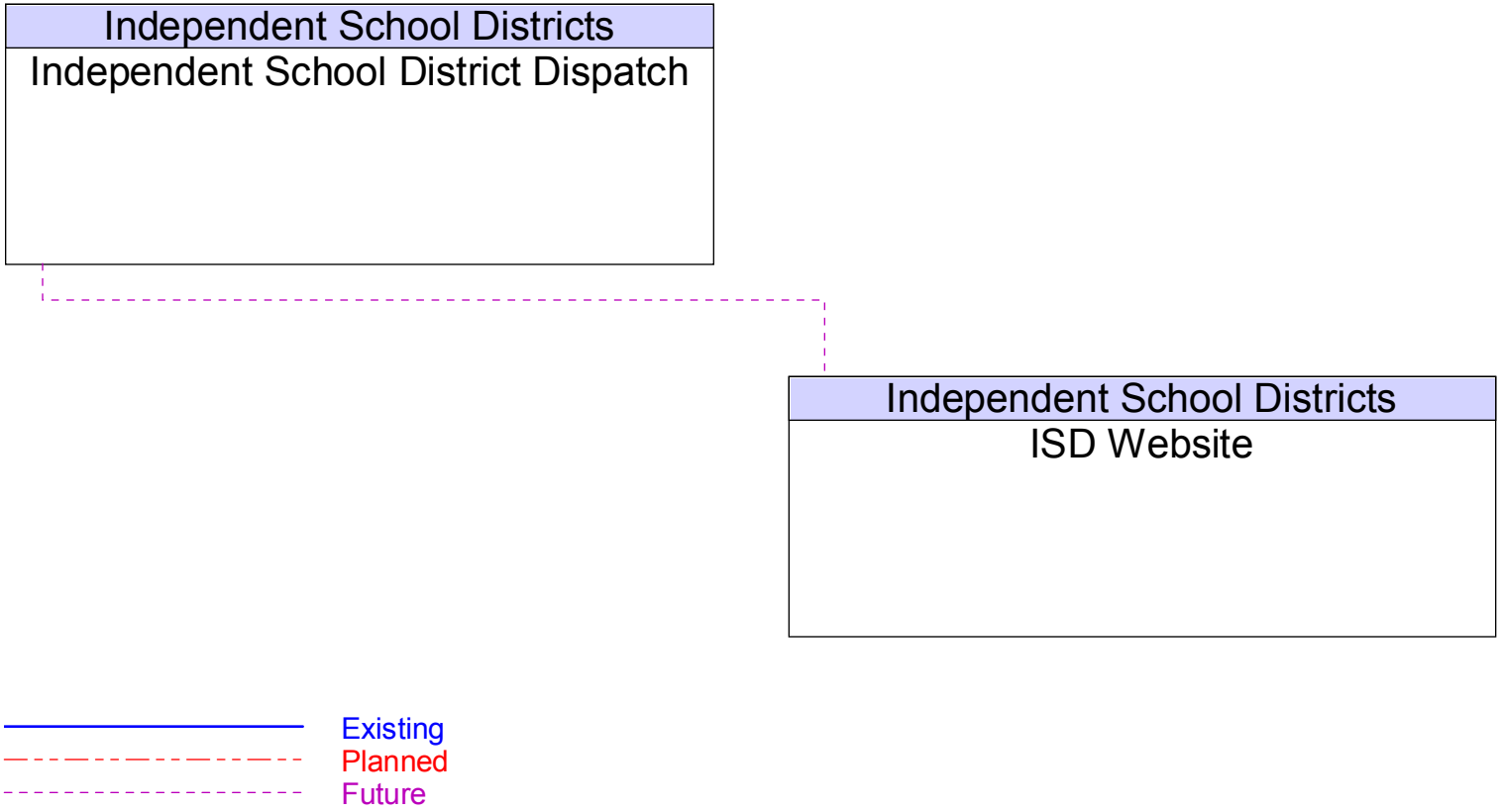


Figure B61 – Local Print and Broadcast Media Interfaces

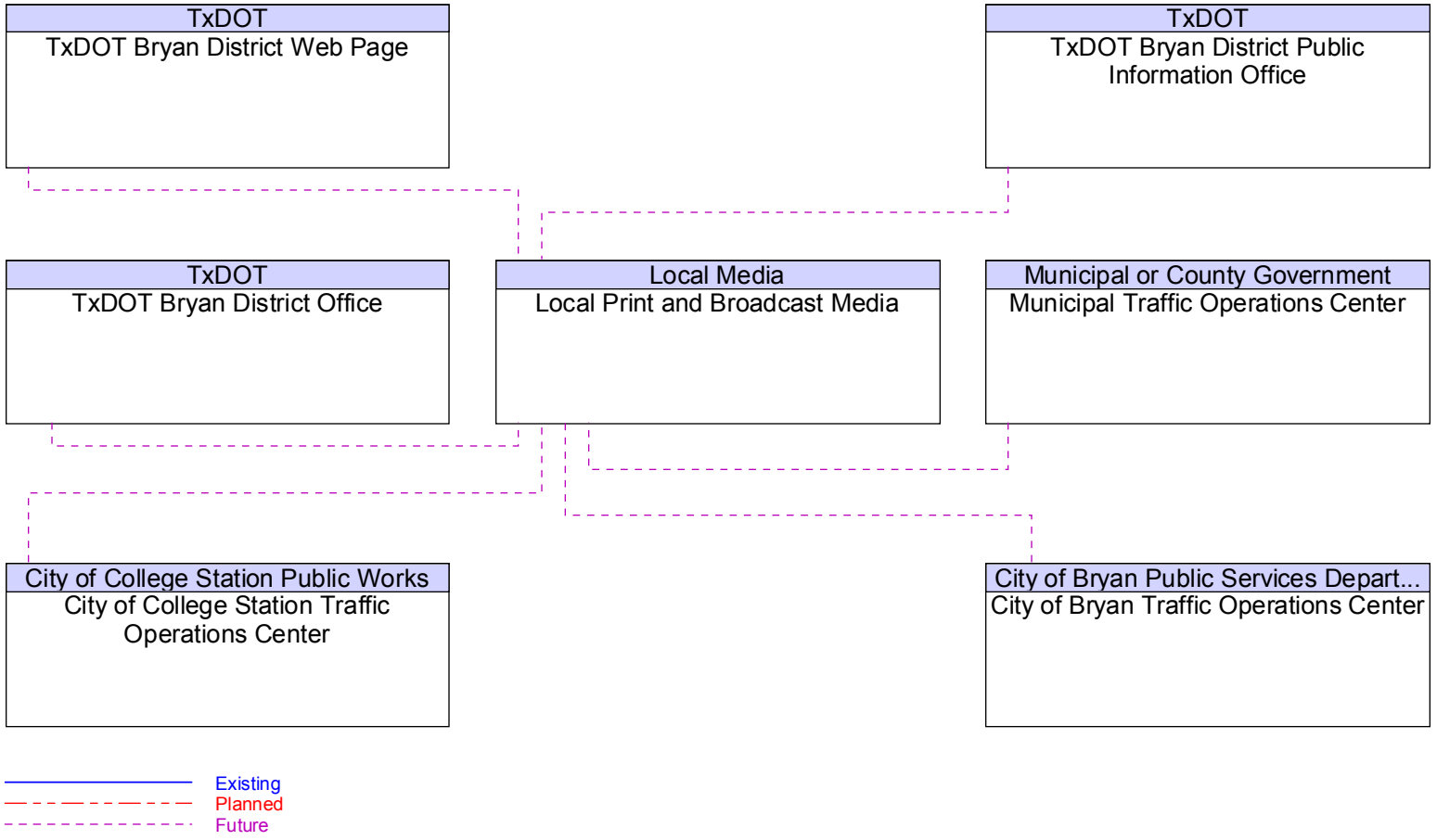


Figure B62 – MPO Archive User Interfaces

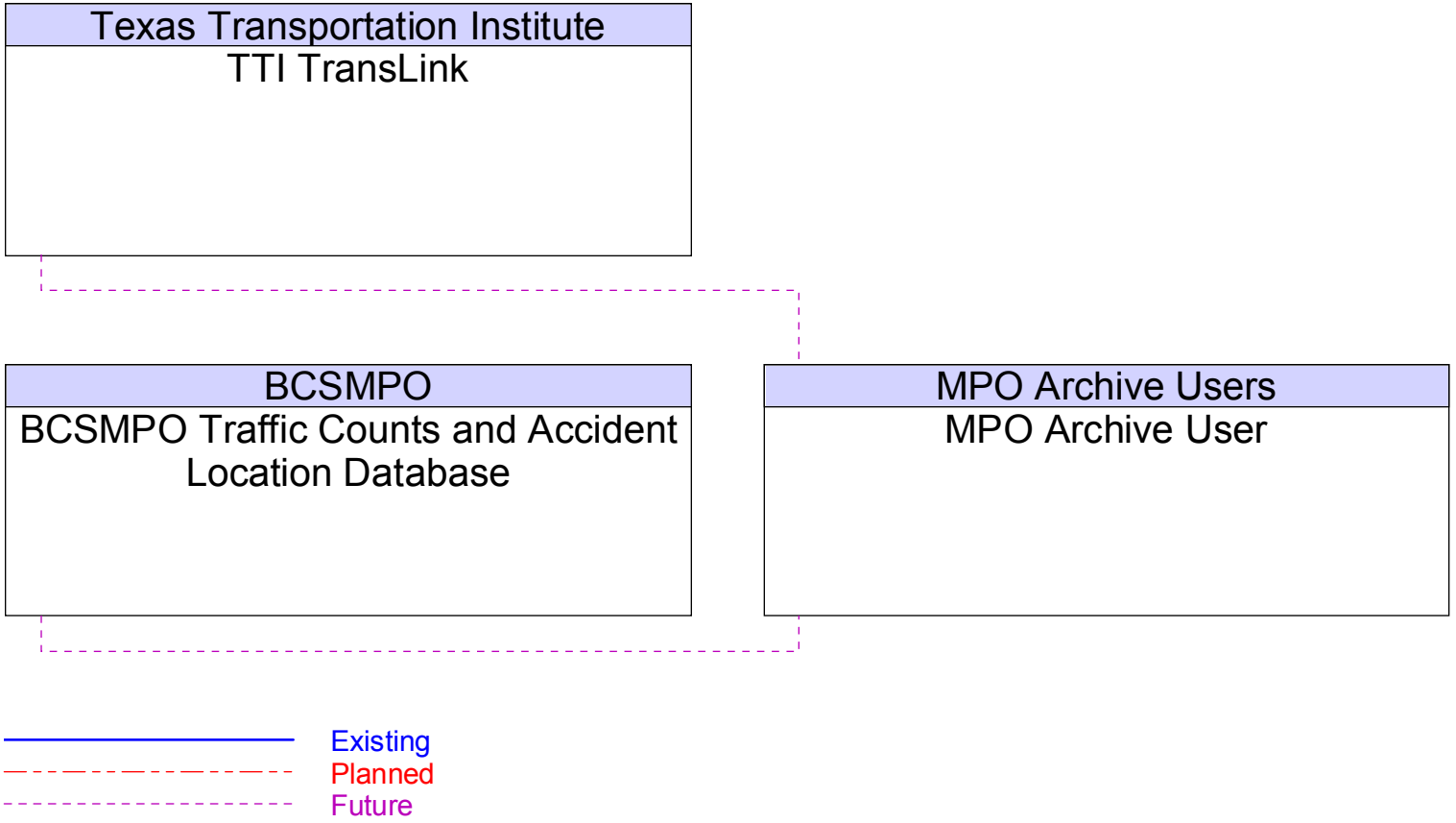


Figure B63 – MPO Transit Ridership Database Interfaces

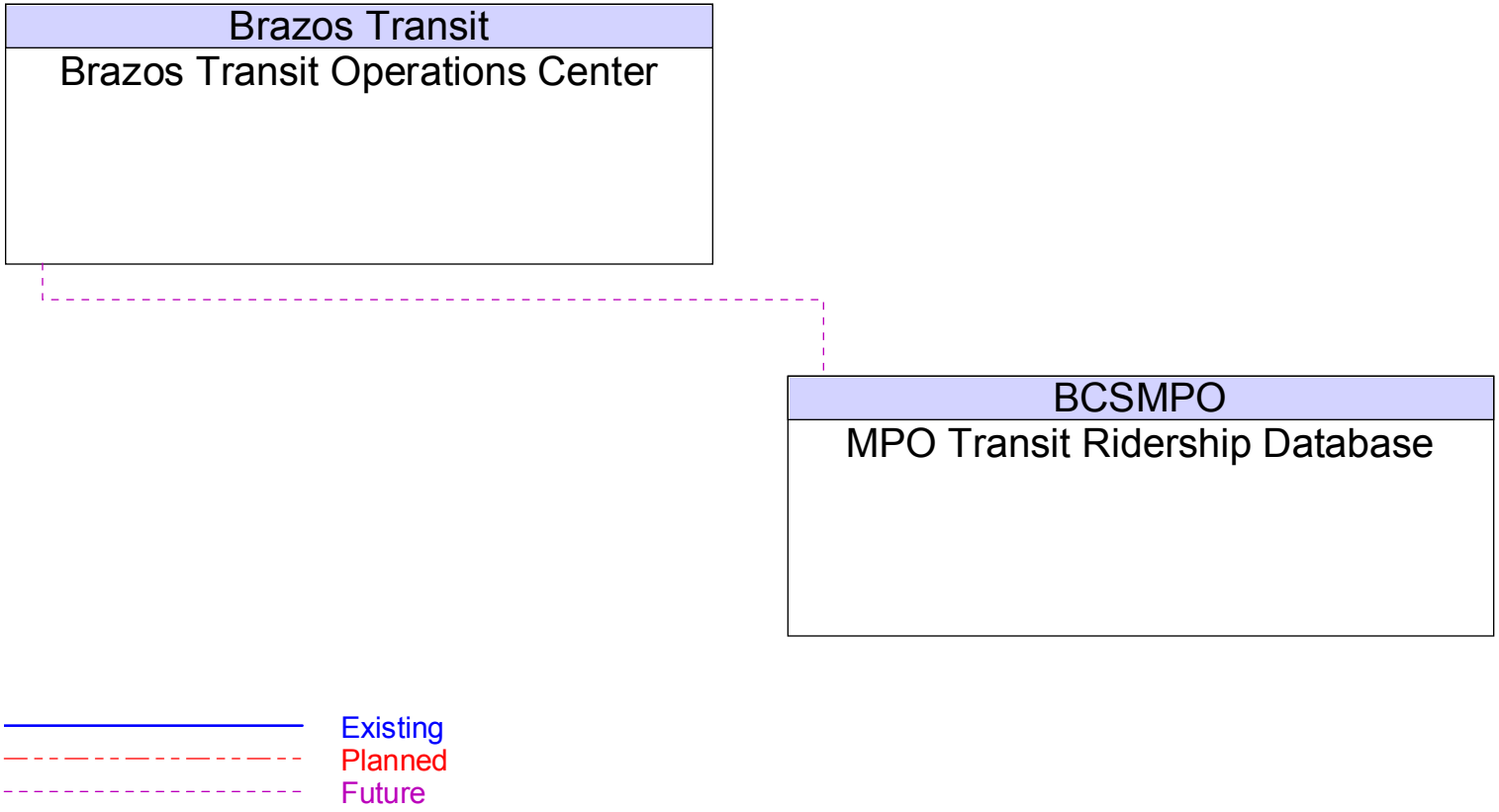


Figure B64 – Municipal Field Equipment Interfaces

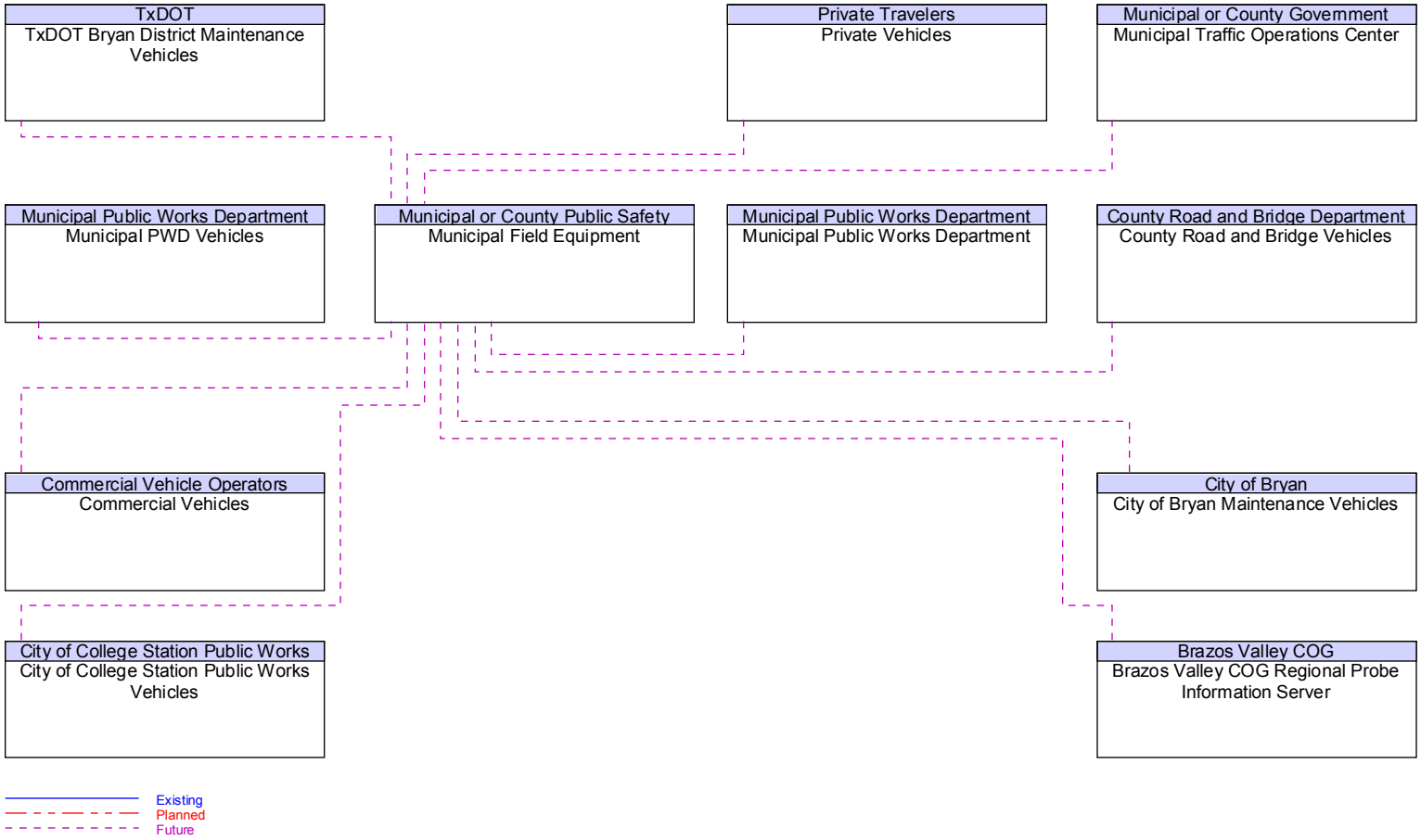


Figure B65 – Municipal Fire Rescue Vehicles Interfaces

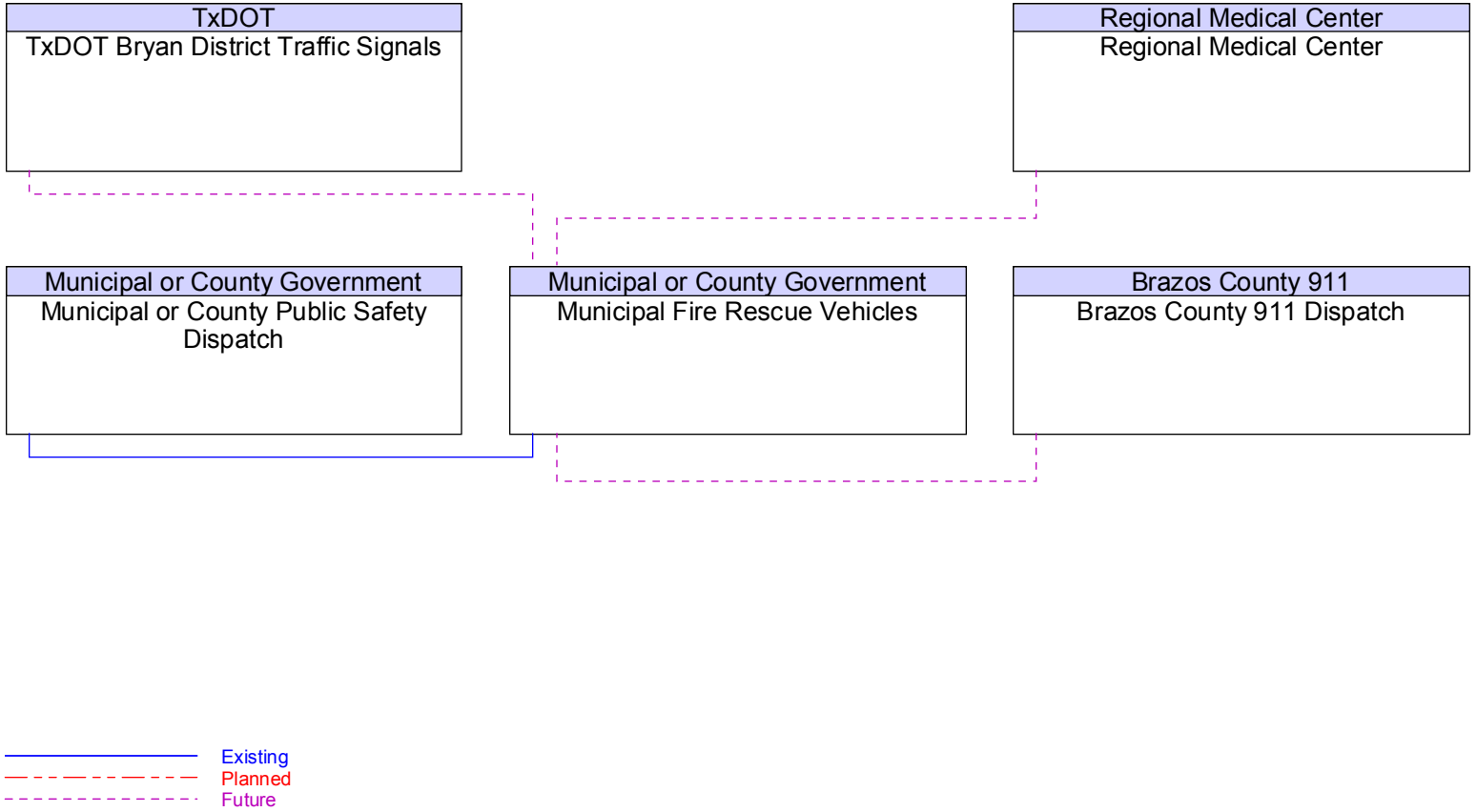


Figure B66 – Municipal Maintenance Facility Interfaces

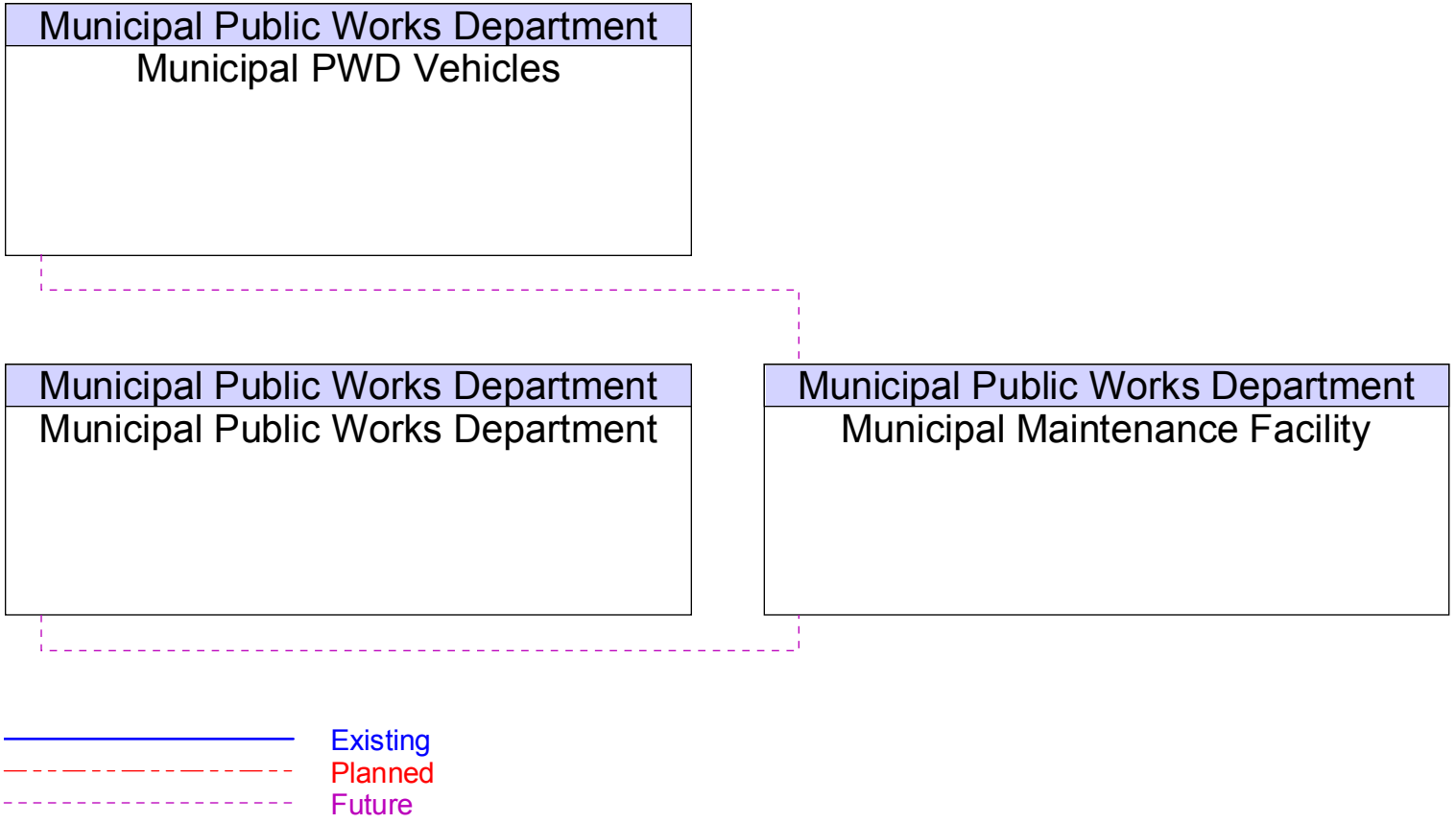


Figure B67 – Municipal or County Local Accident Database Interfaces

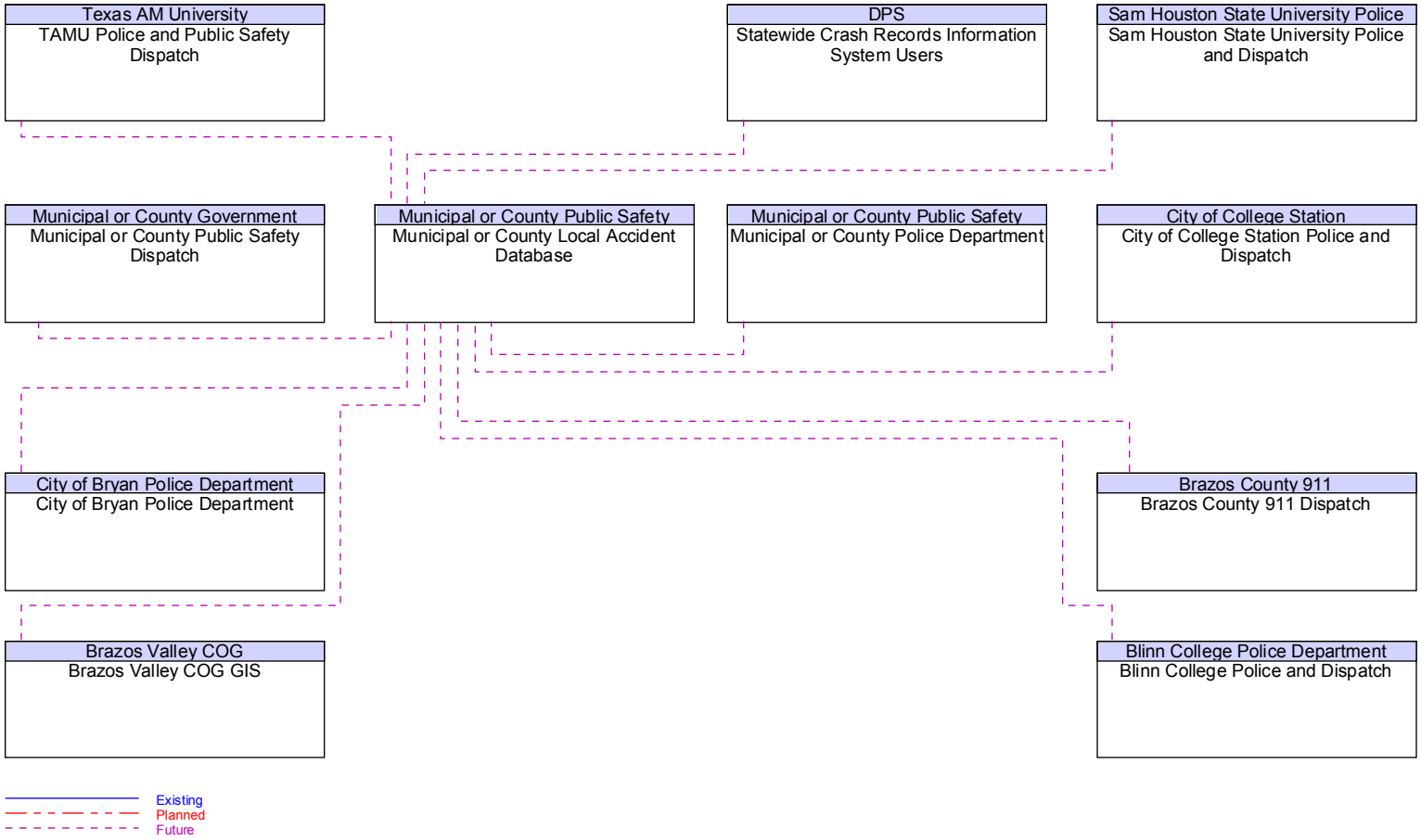


Figure B68 – Municipal or County Permitting System Interfaces

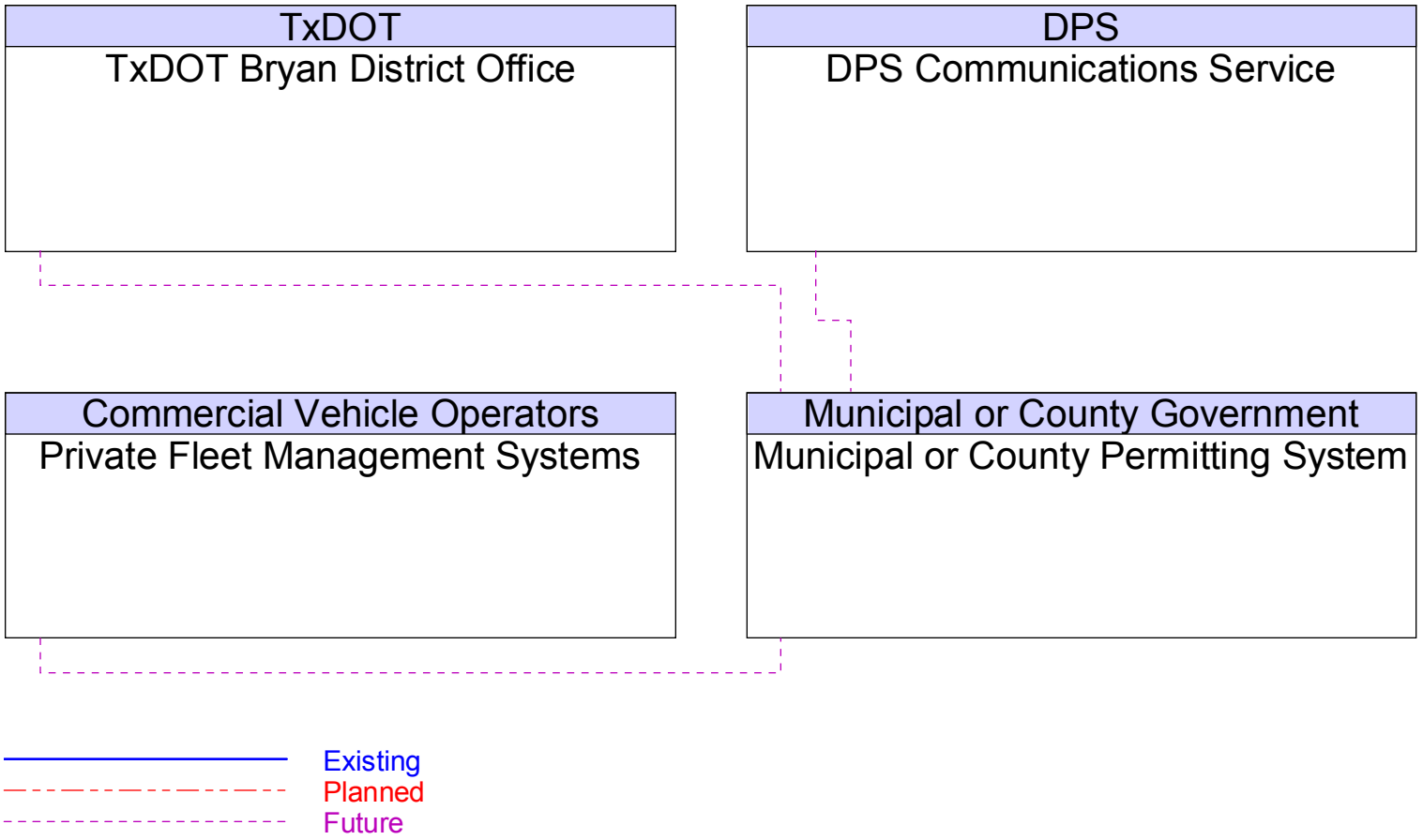


Figure B69 – Municipal or County Police Department Interfaces

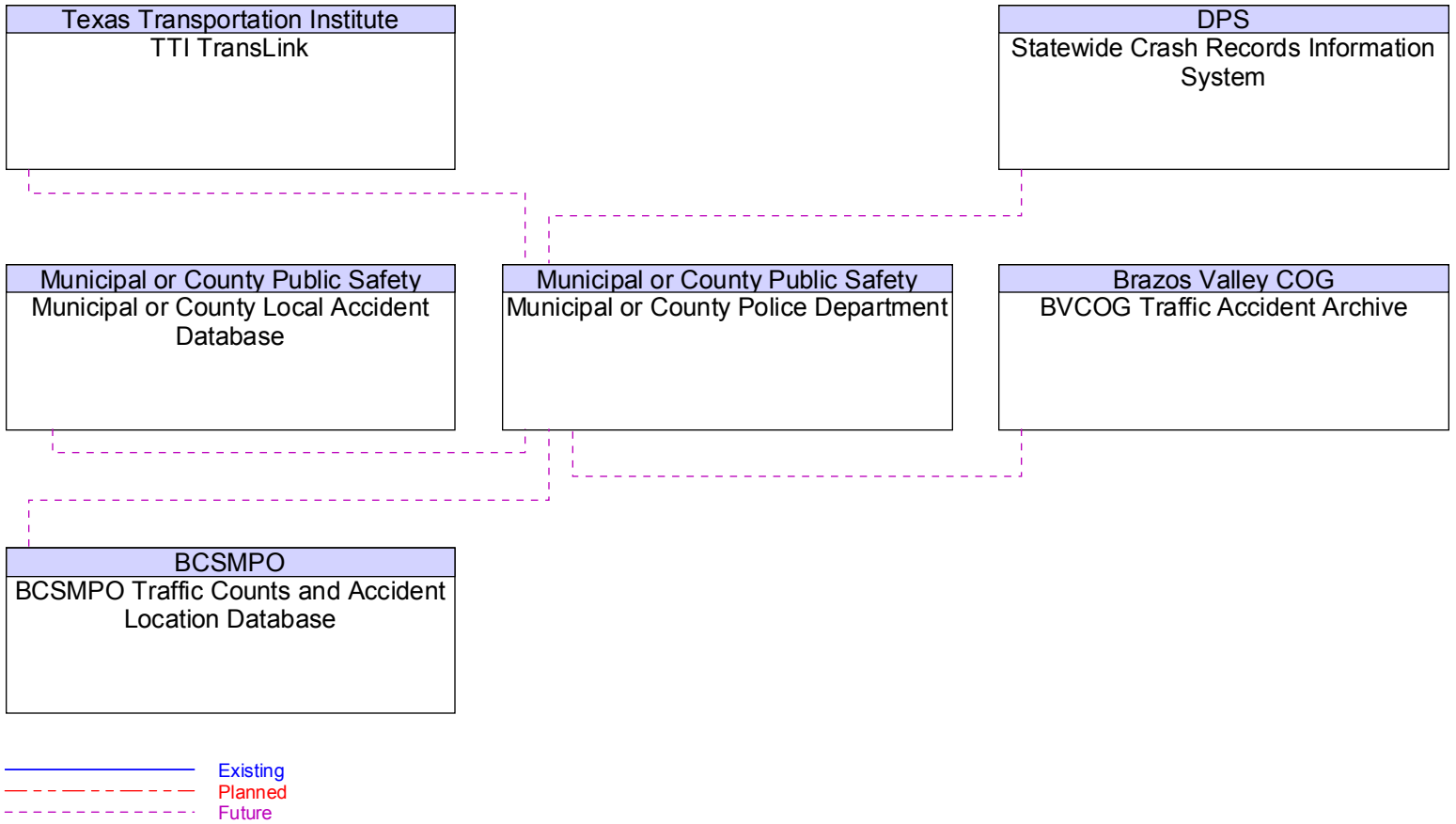


Figure B70 – Municipal or County Public Safety Dispatch Interfaces

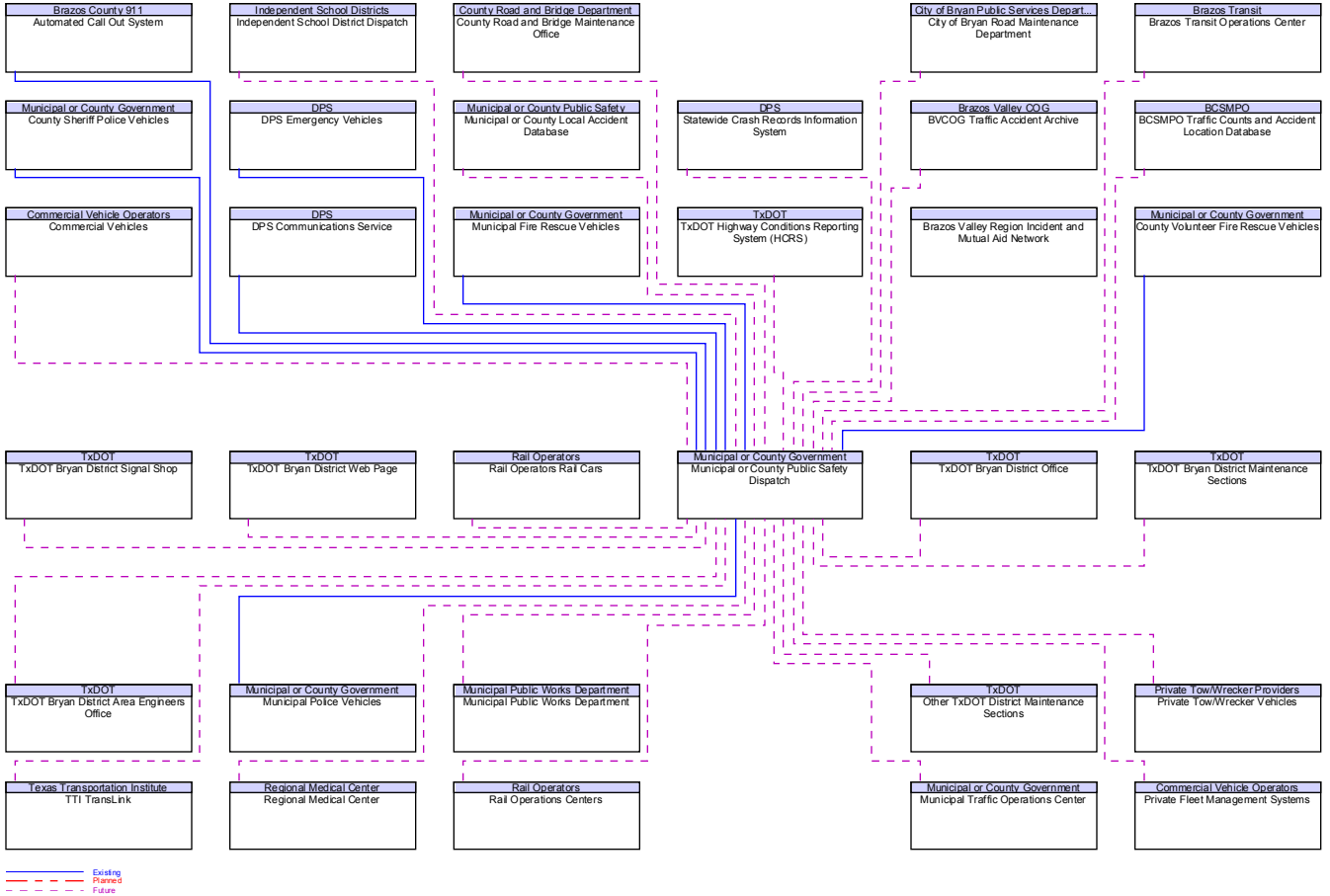


Figure B71 – Municipal Police Vehicles Interfaces

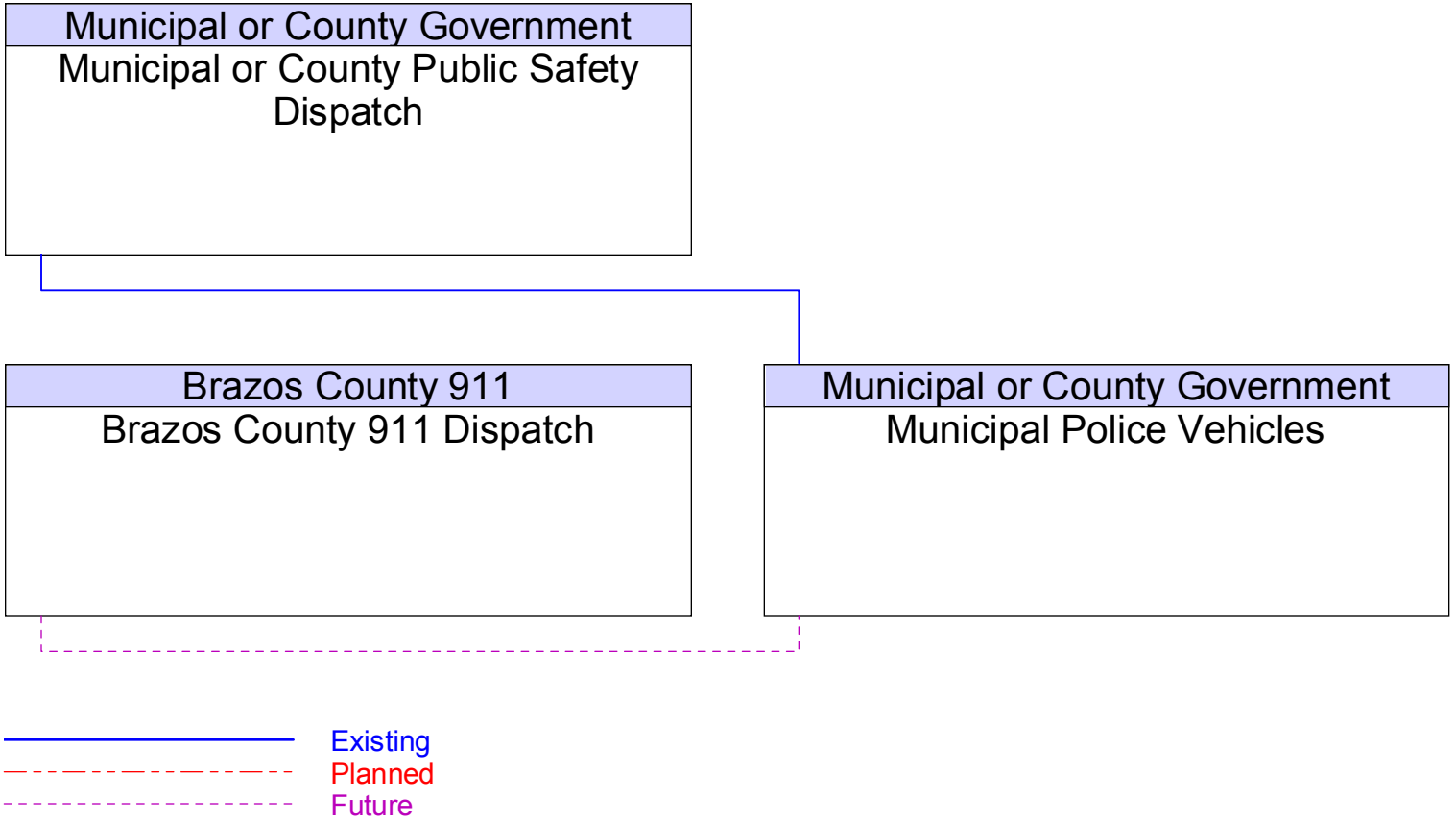


Figure B72 – Municipal Public Works Department Interfaces

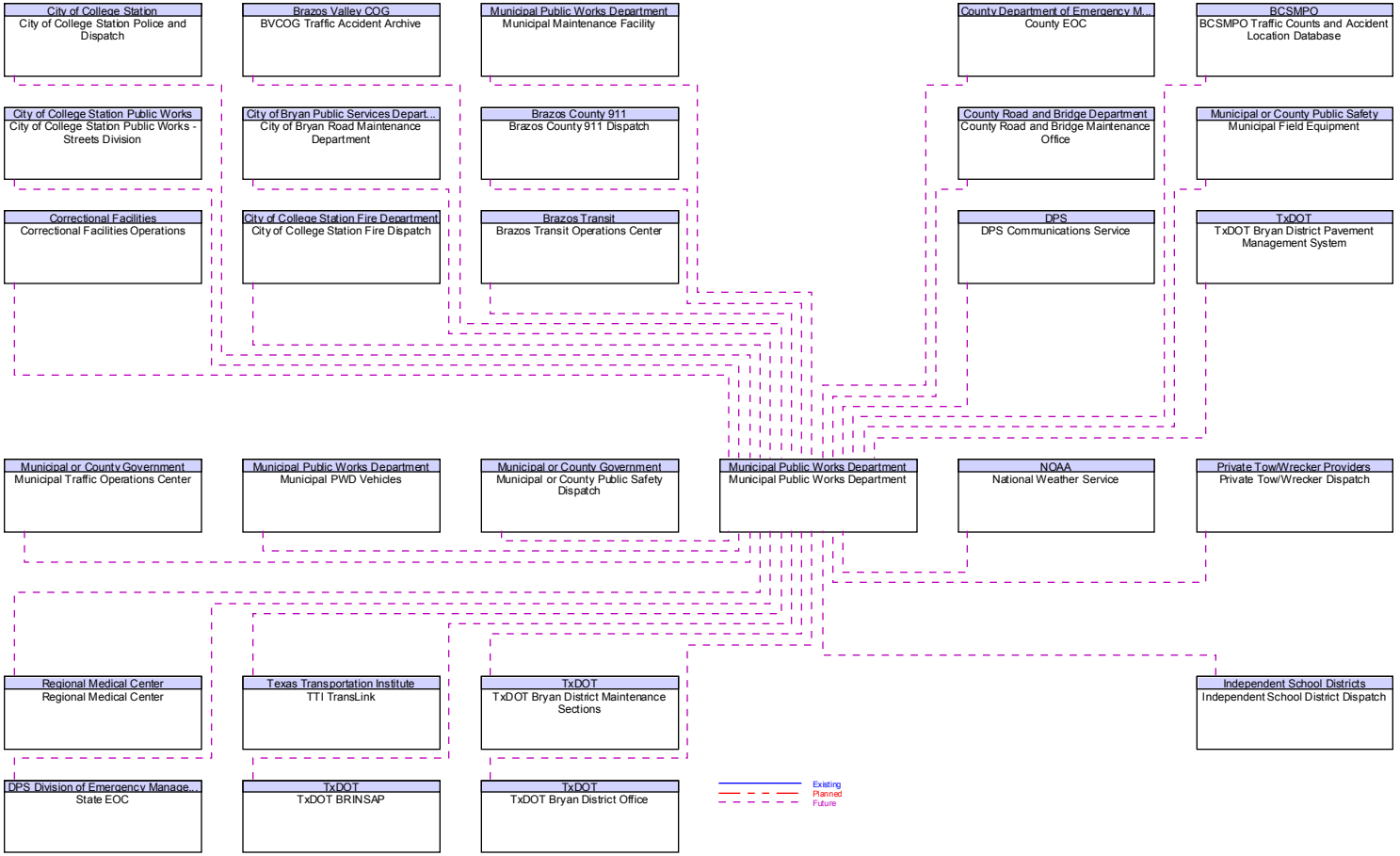


Figure B73 – Municipal PWD Vehicles Interfaces

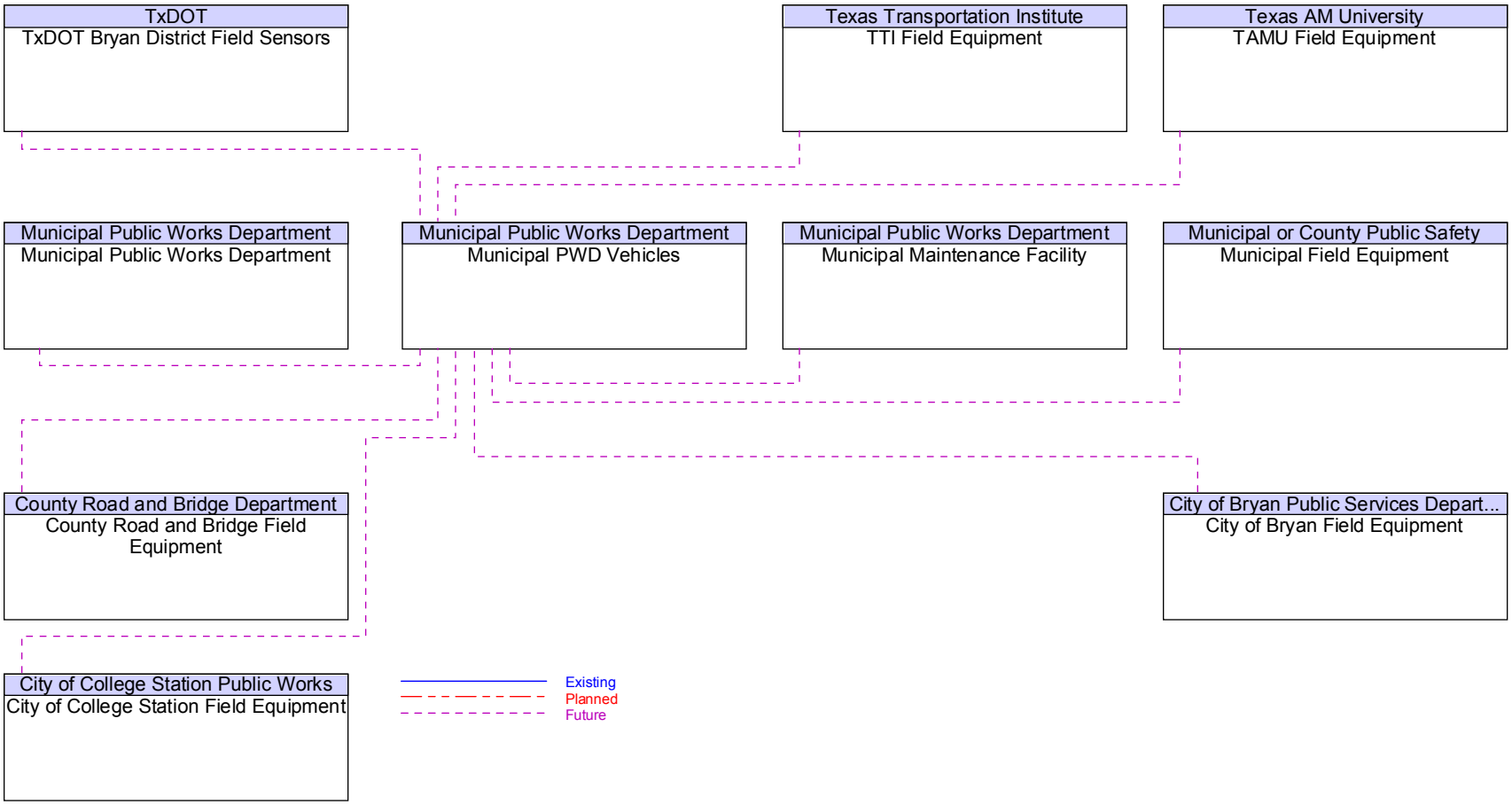


Figure B74 – Municipal Traffic Operations Center Interfaces

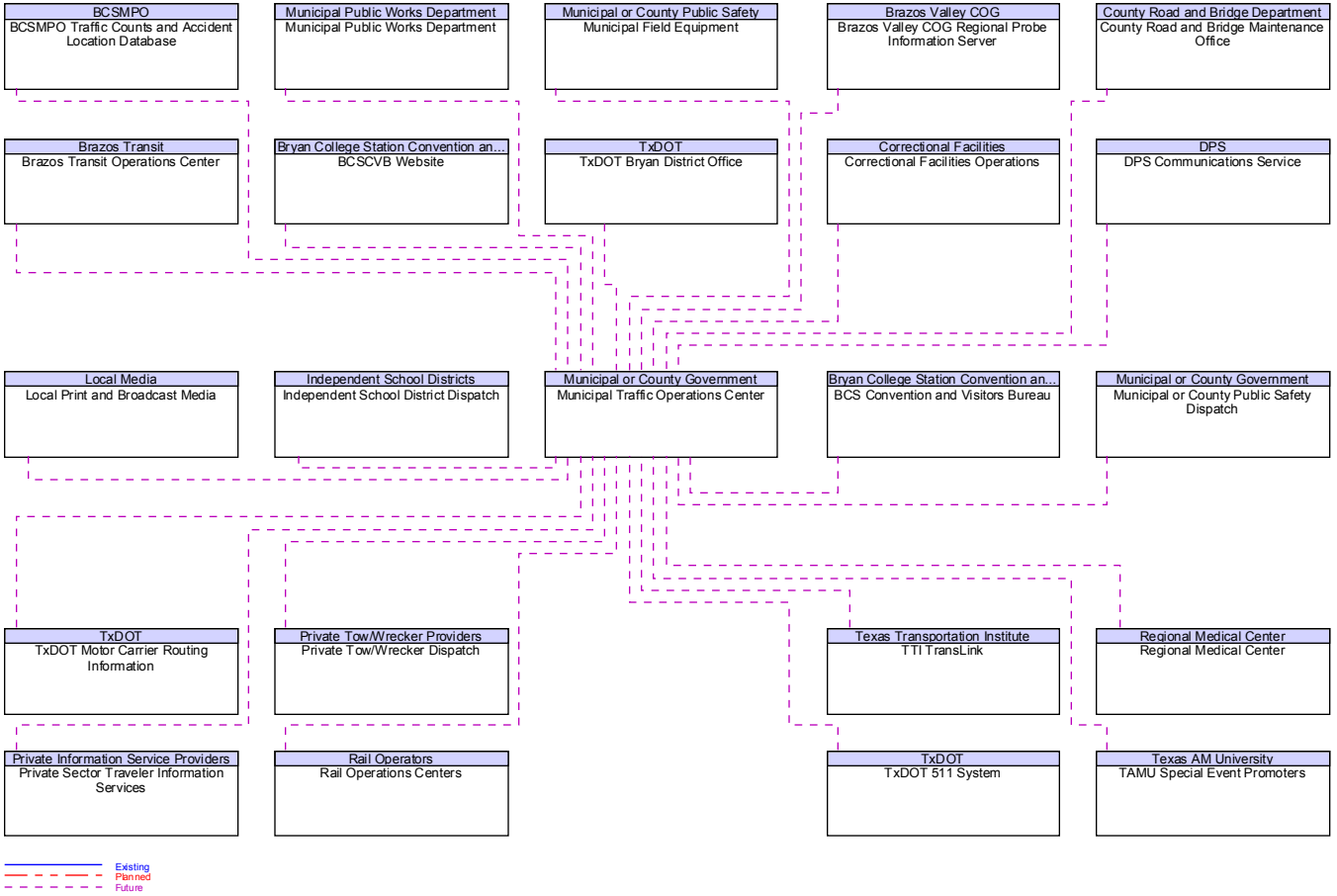


Figure B75 – National Weather Service Interfaces

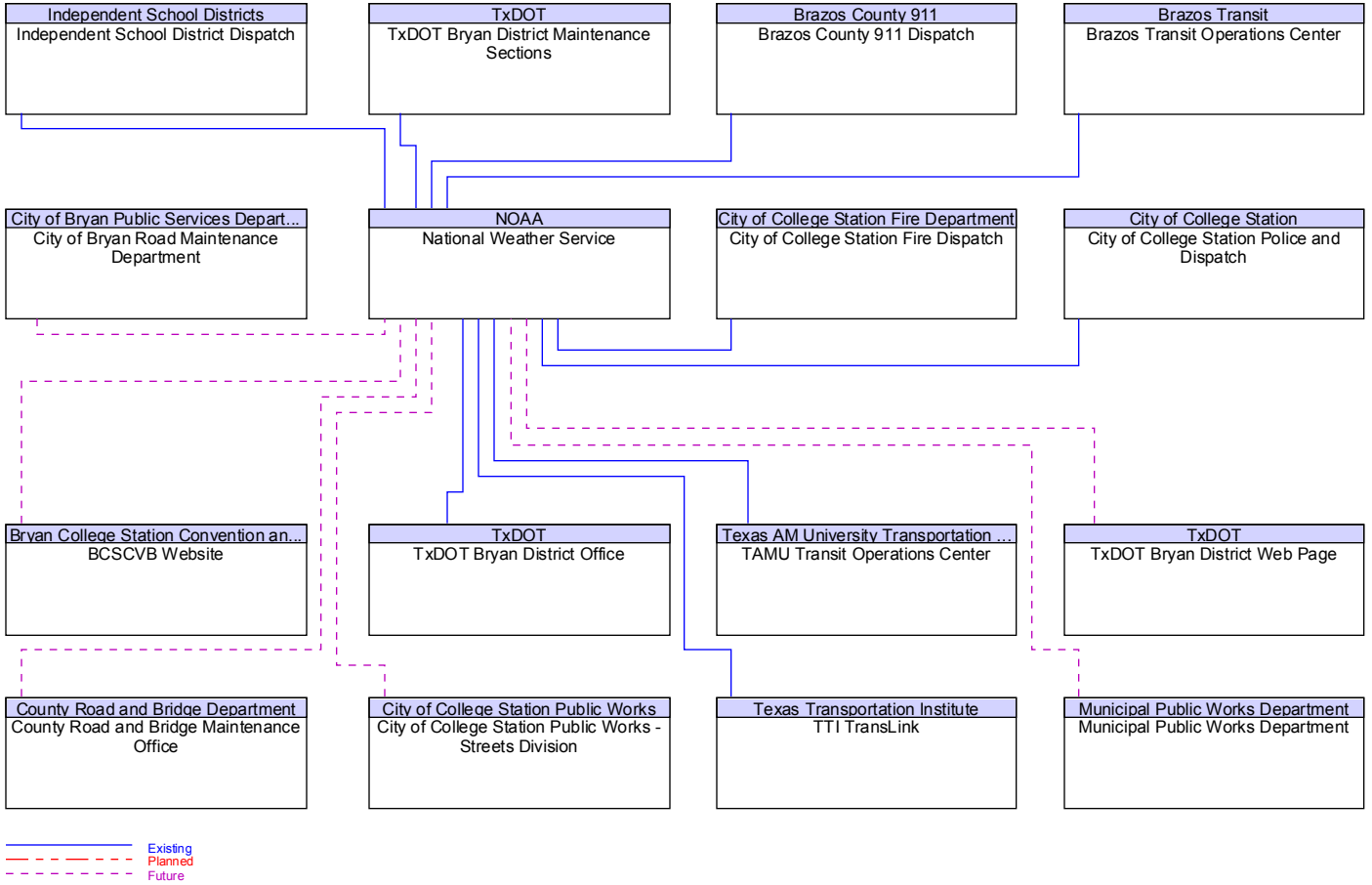


Figure B76 – Other TxDOT District Maintenance Sections Interfaces

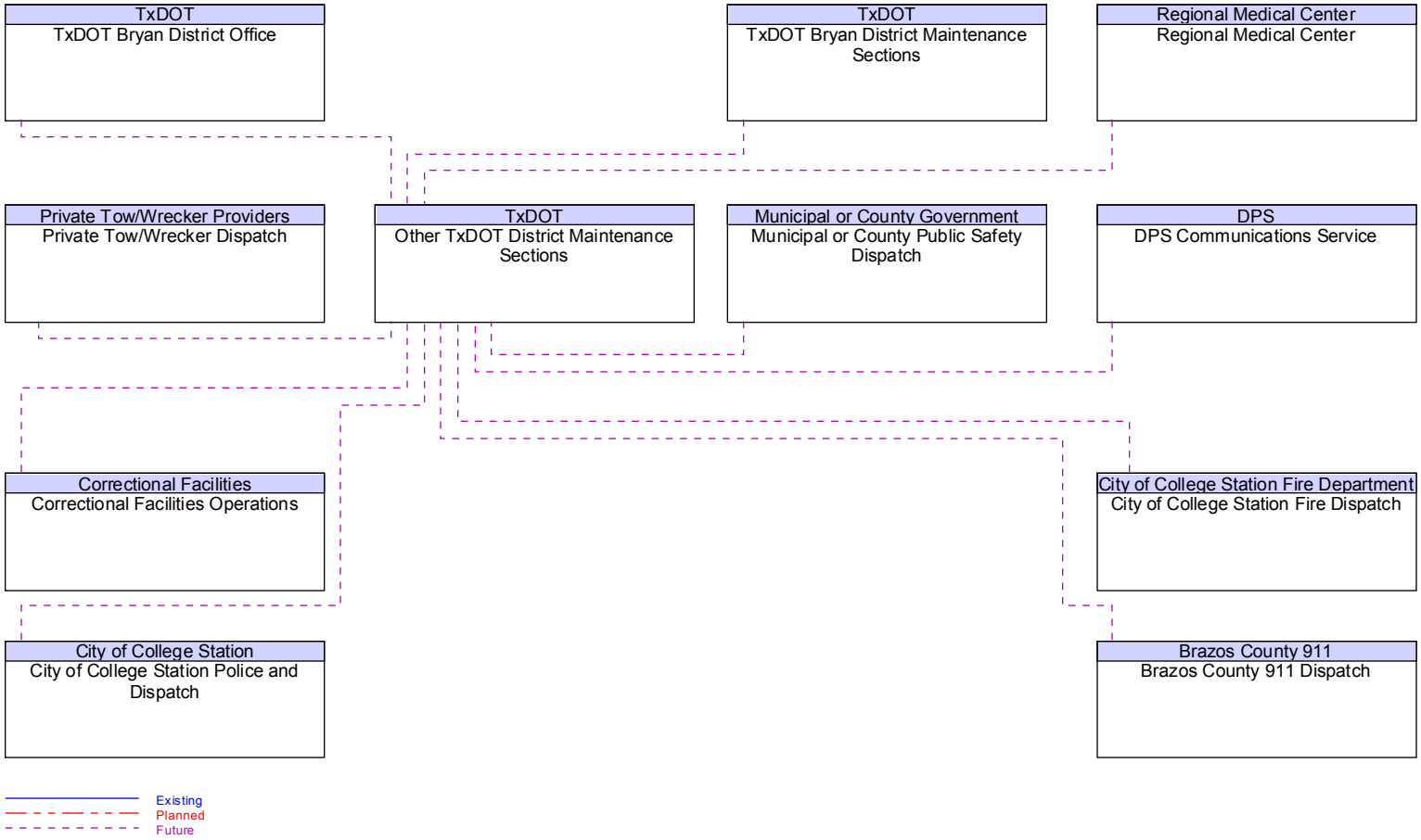


Figure B77 – Passenger Rail Interfaces

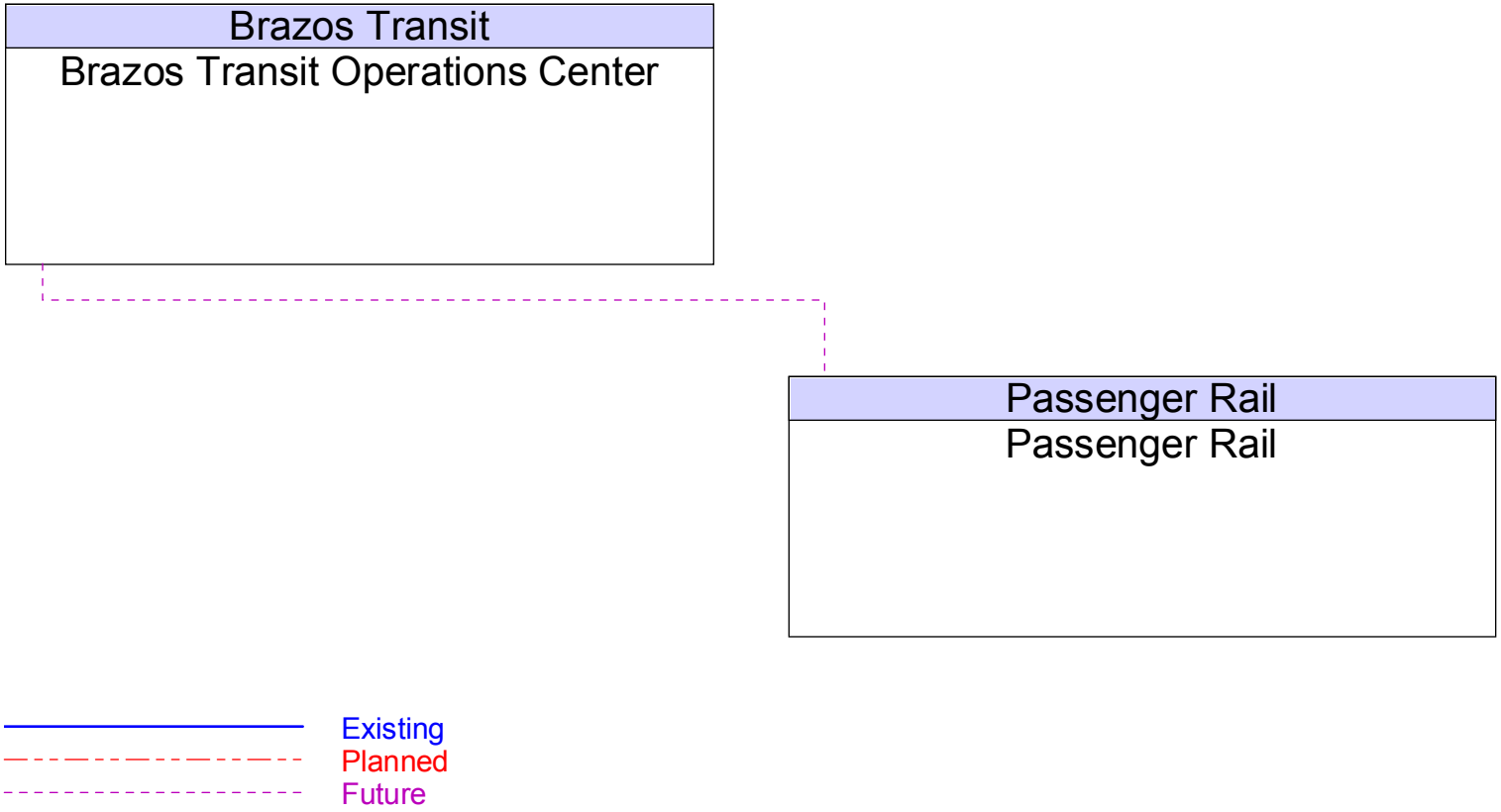


Figure B78 – Private Ambulance Vehicle Interfaces

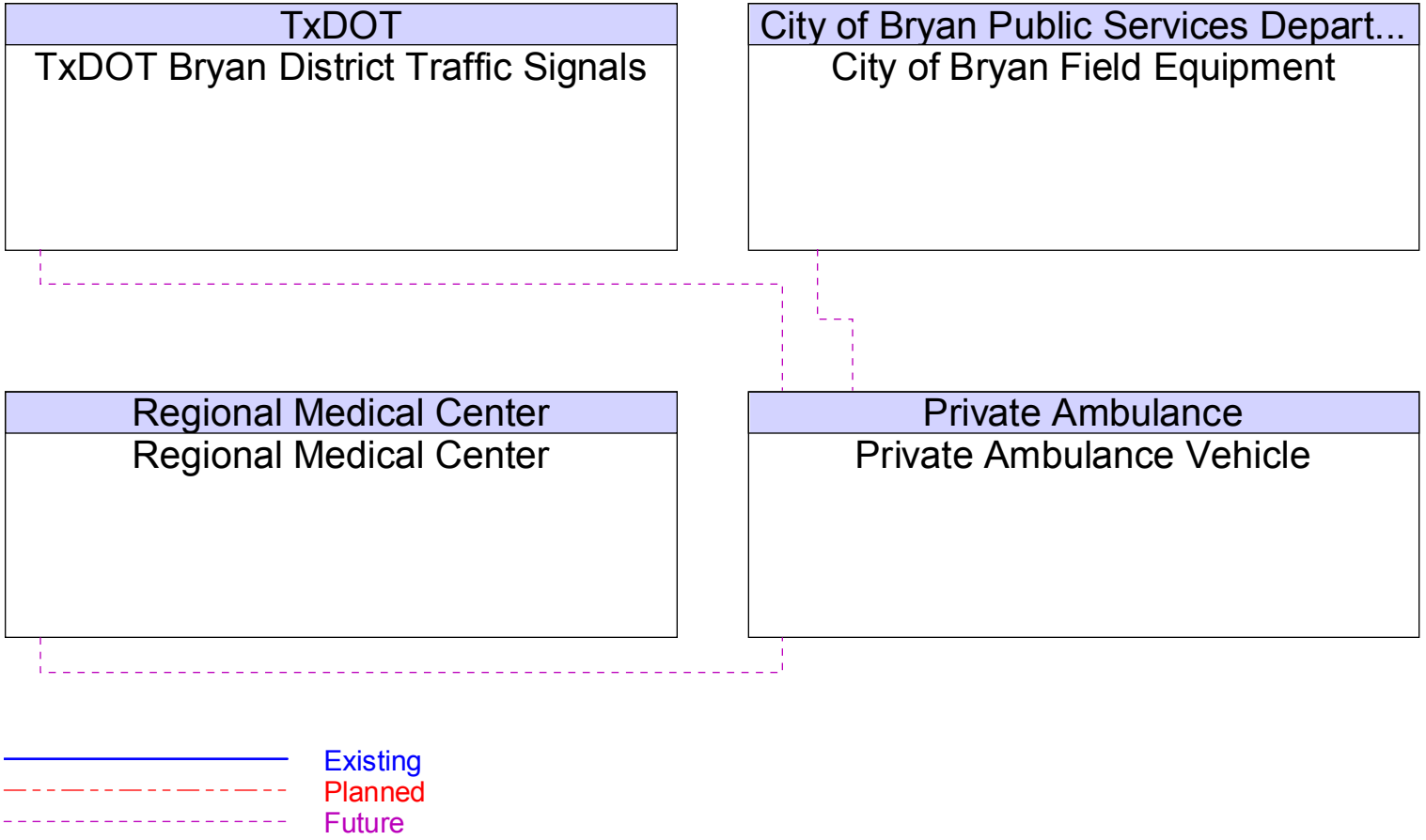


Figure B79 – Private Fleet Management Systems Interfaces

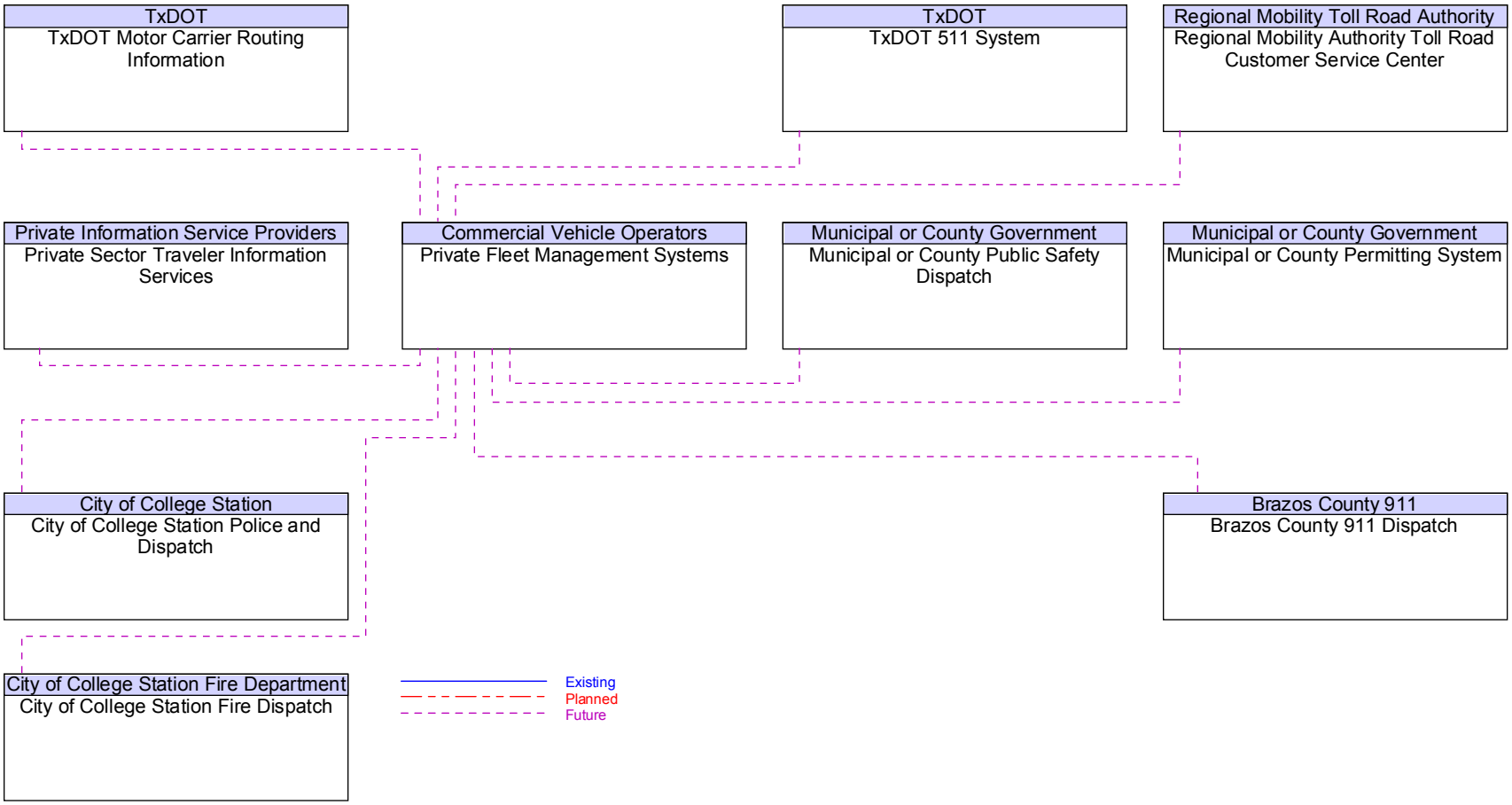


Figure B80 – Private Sector Traveler Information Services Interfaces

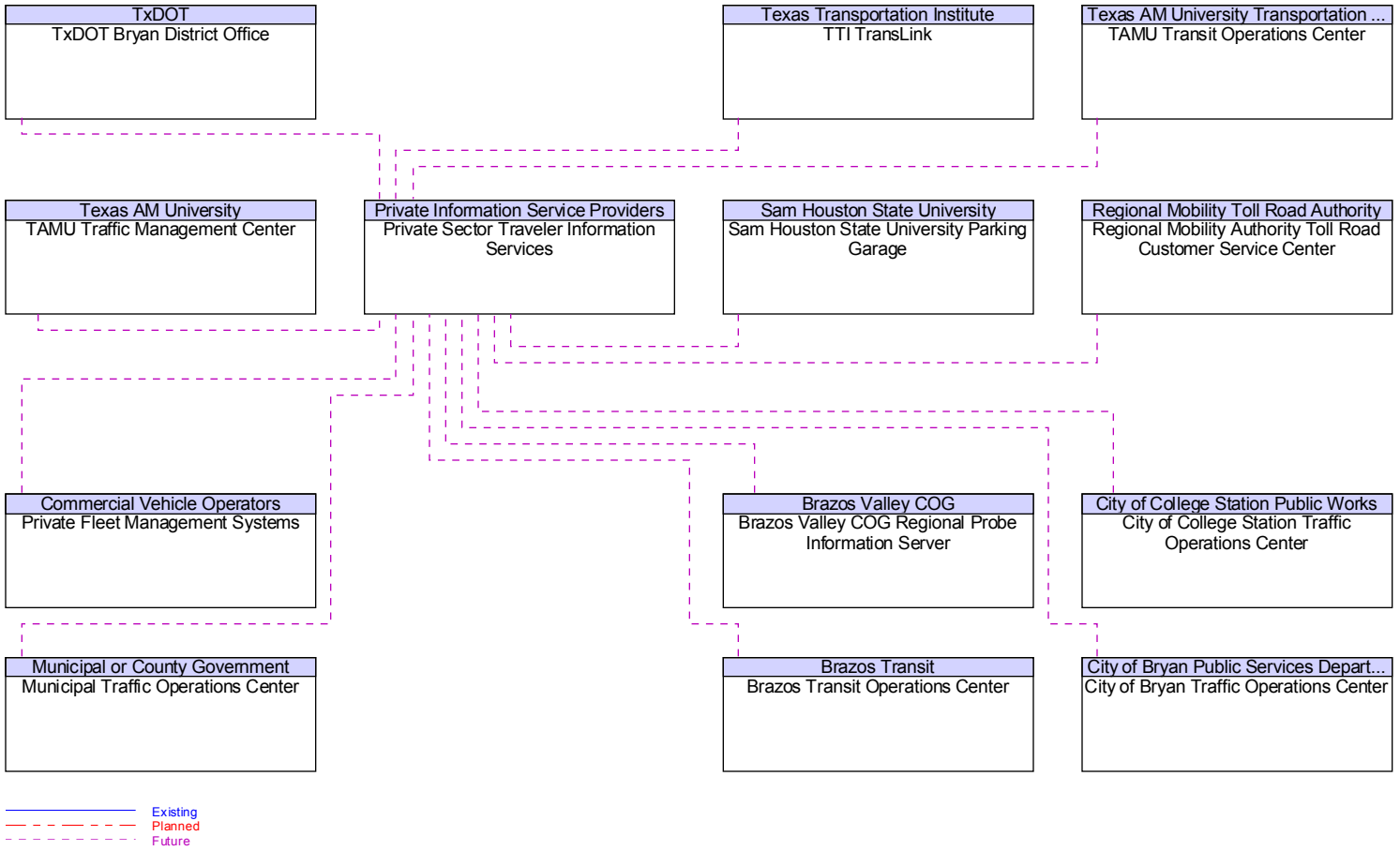


Figure B81 – Private Taxi Provider Dispatch Interfaces

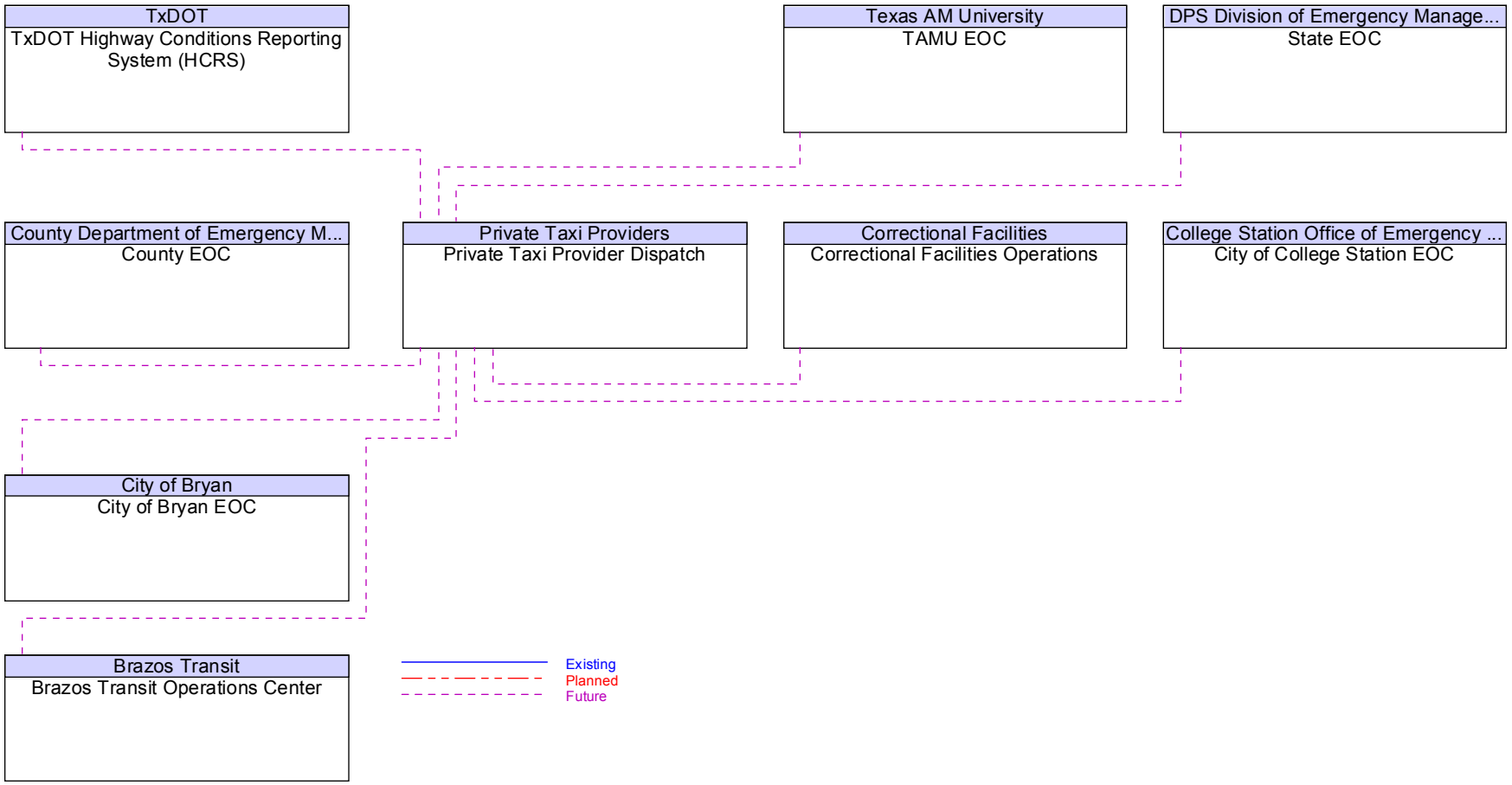


Figure B82 – Private Tow/Wrecker Dispatch Interfaces

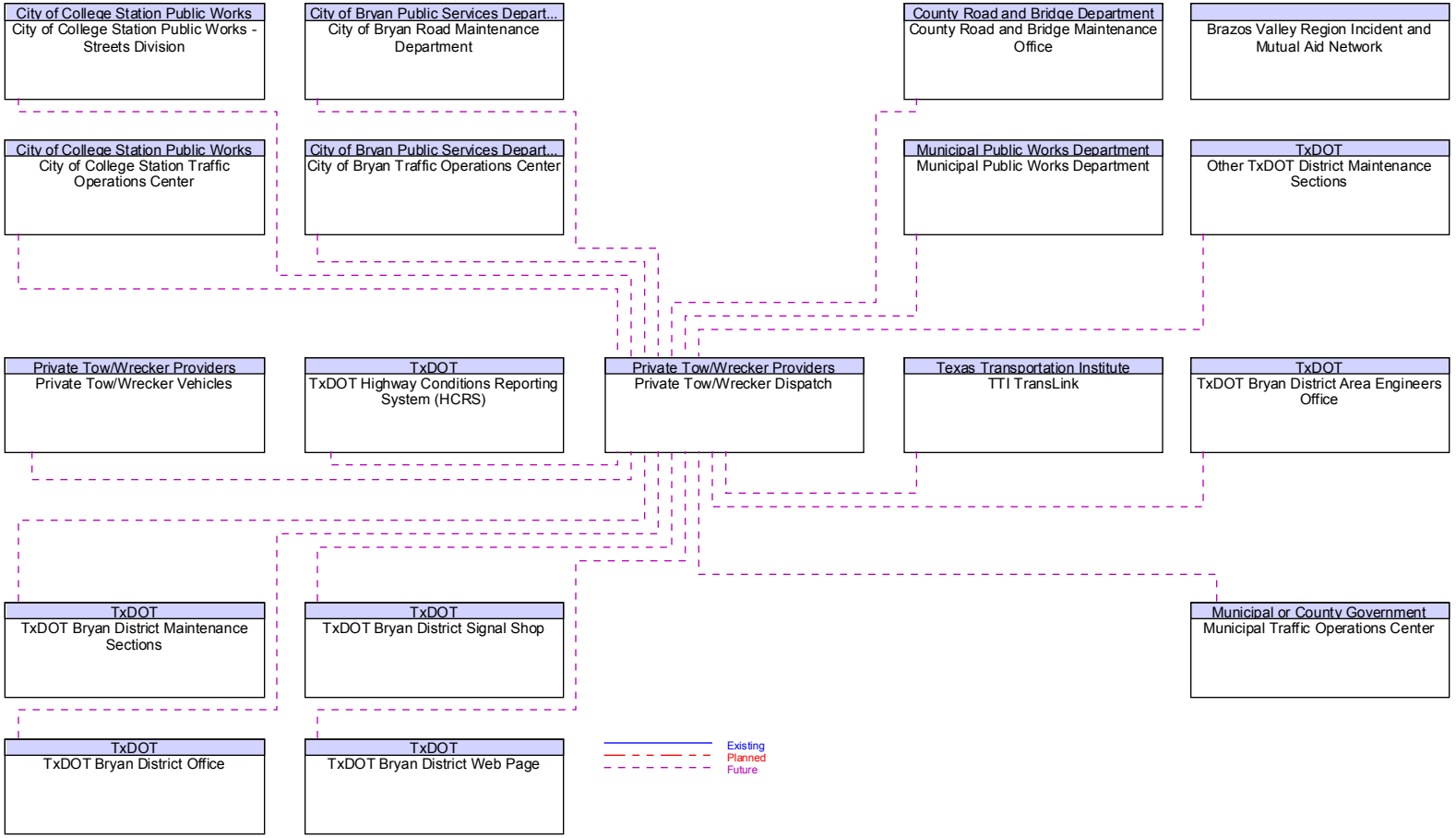


Figure B83 – Private Tow/Wrecker Vehicles Interfaces

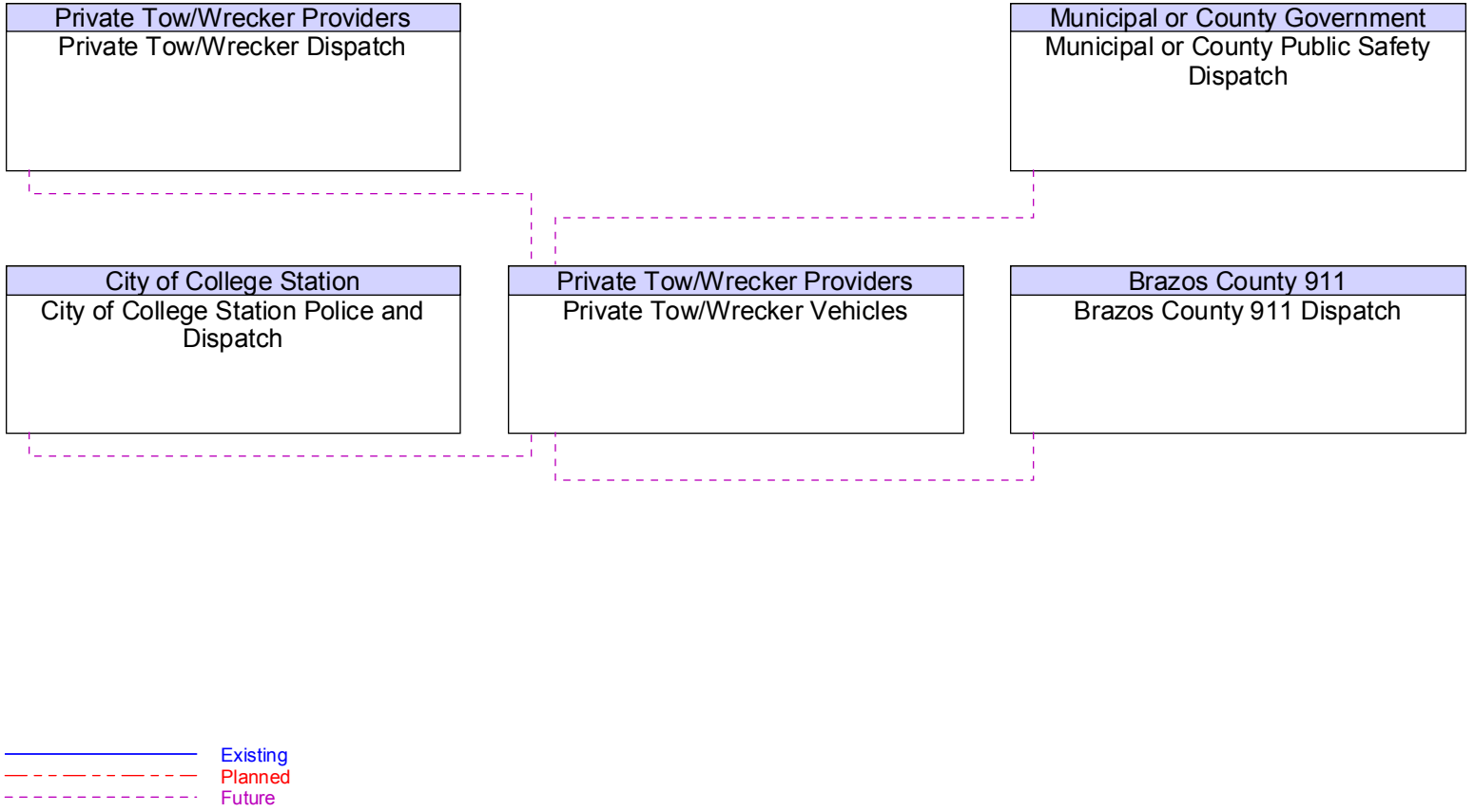


Figure B84 – Private Travelers Personal Computing Devices Interfaces

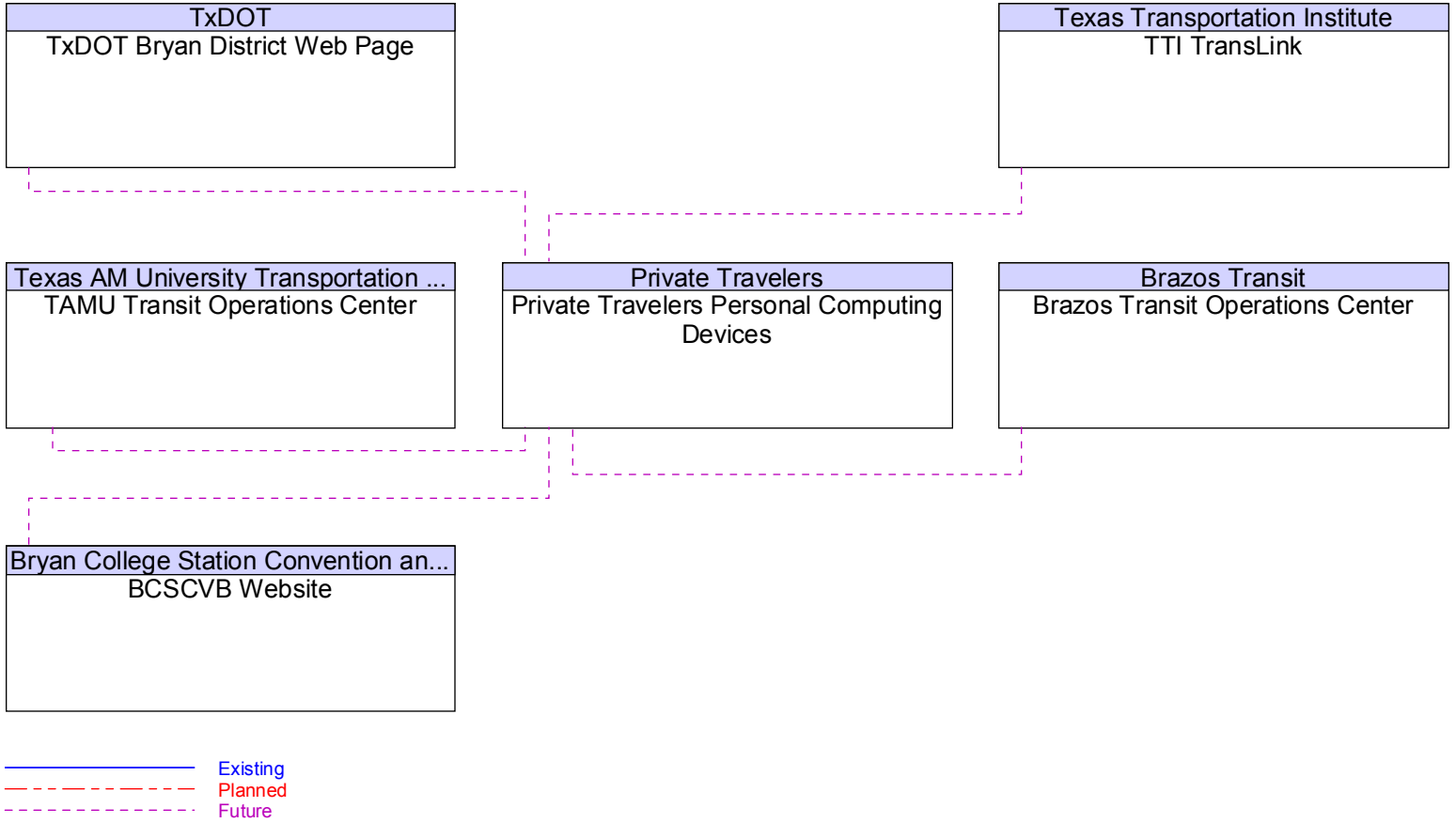


Figure B85 – Private Vehicles Interfaces

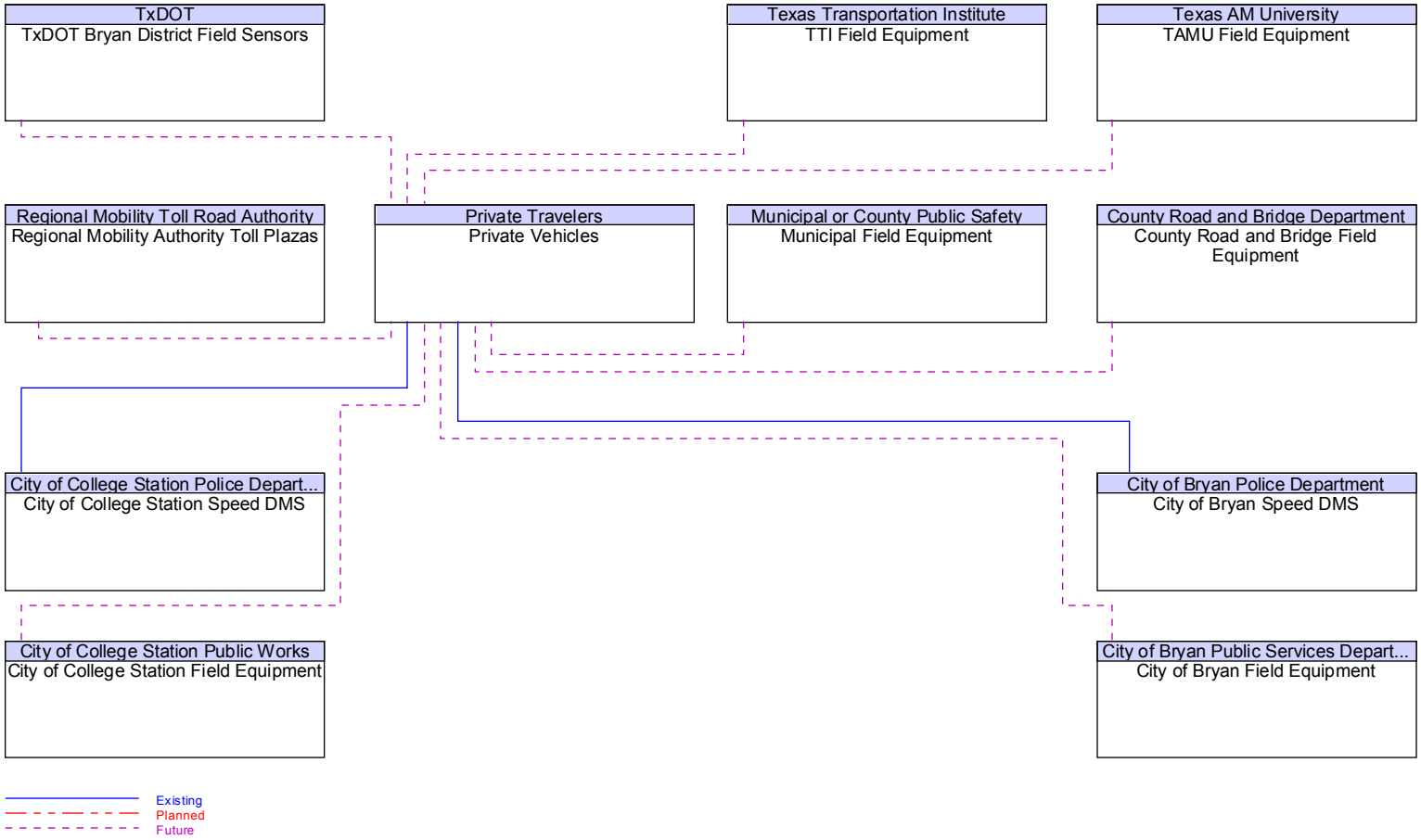


Figure B86 – Rail Operations Centers Interfaces

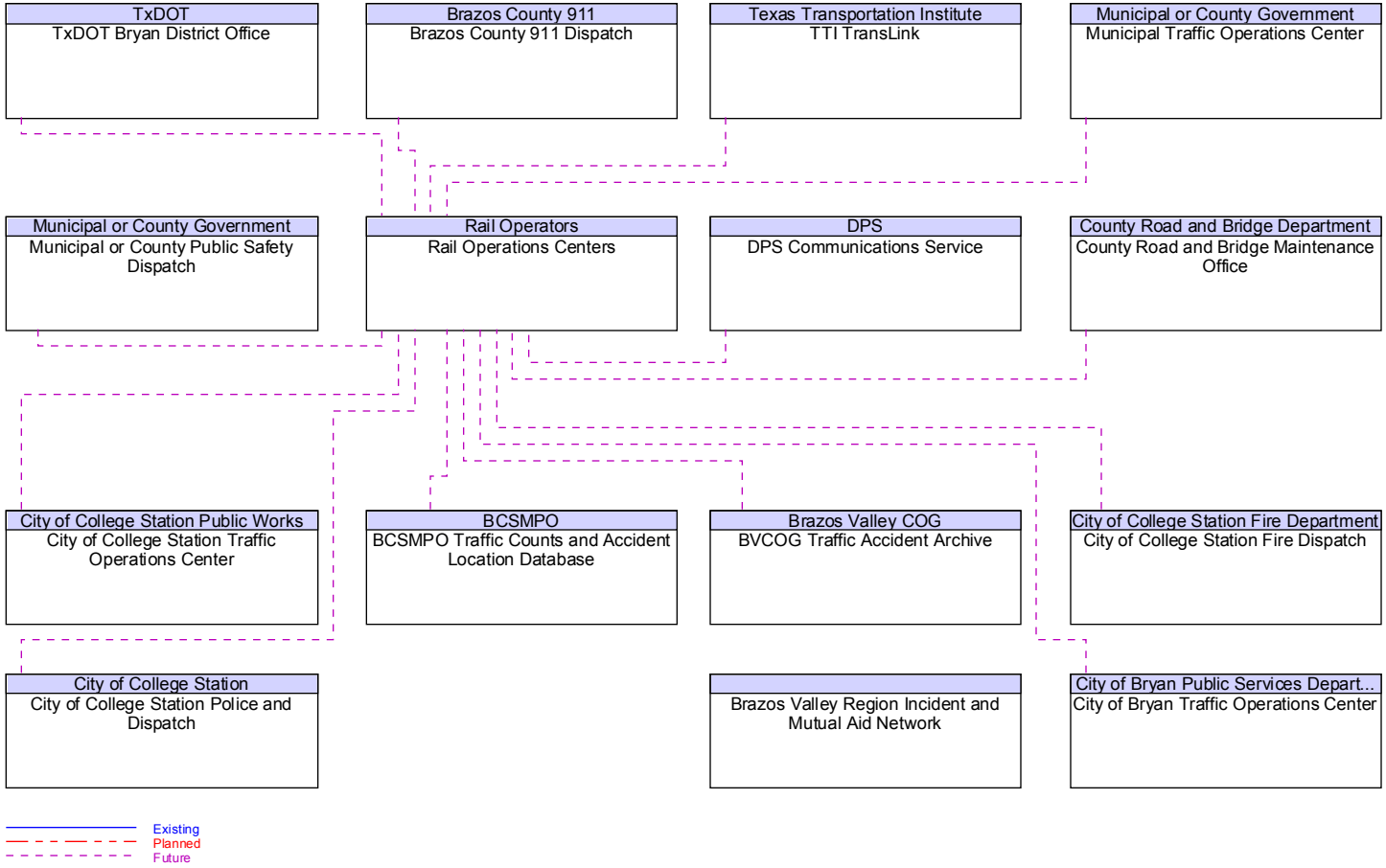


Figure B87 – Rail Operators Rail Cars Interfaces

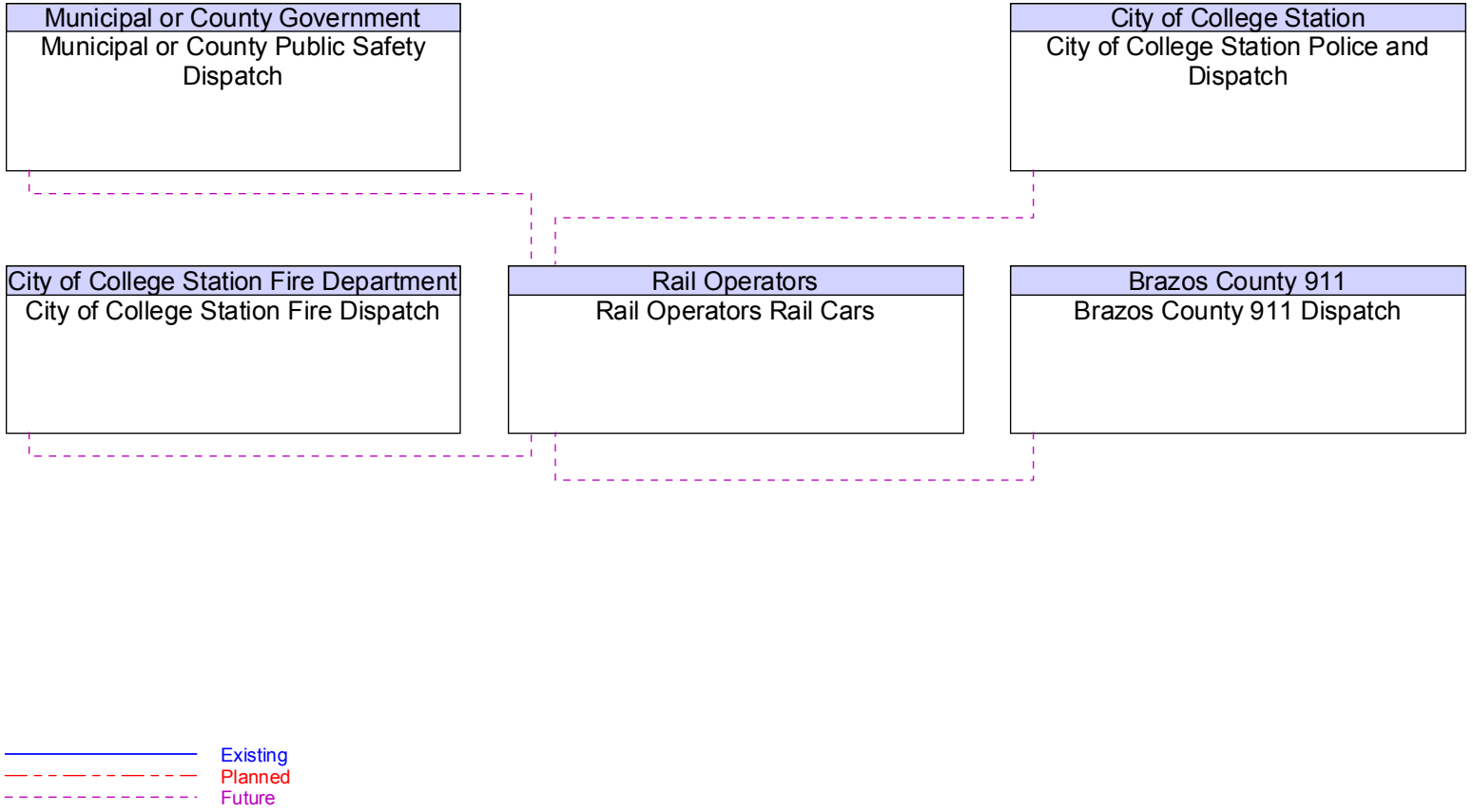


Figure B88 – Rail Operators Wayside Equipment Interfaces

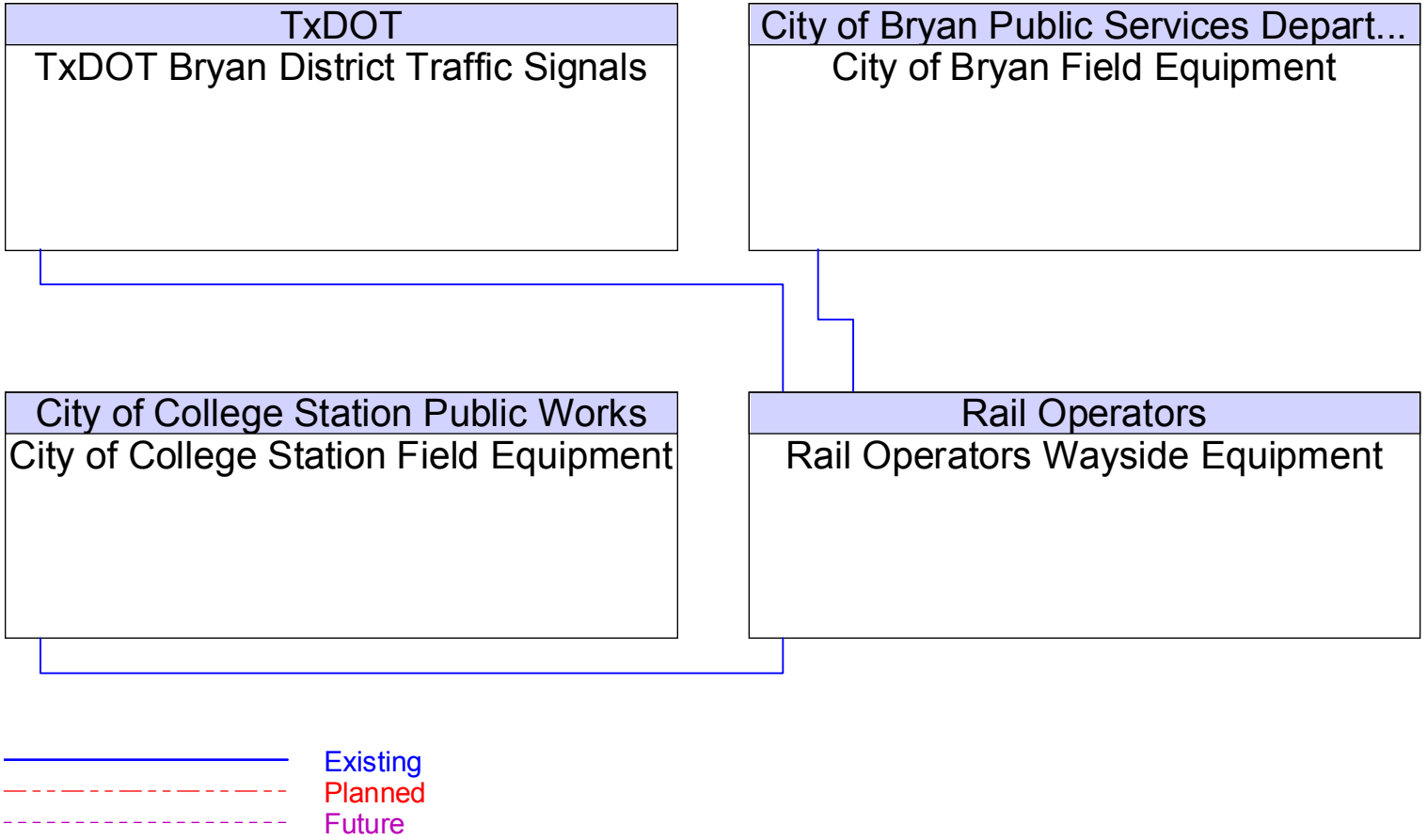


Figure B89 – Regional Kiosks Interfaces

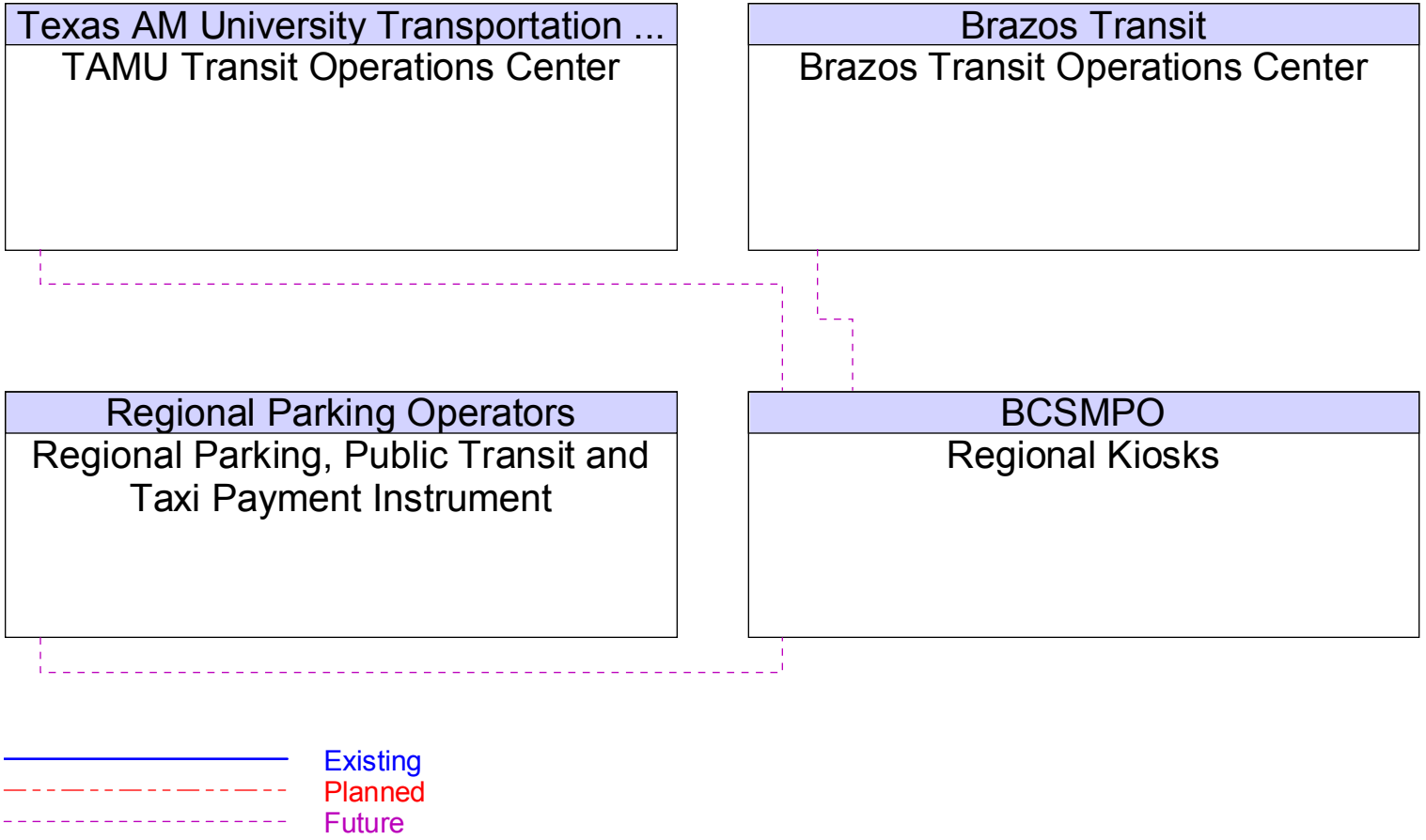


Figure B90 – Regional Medical Center Interfaces

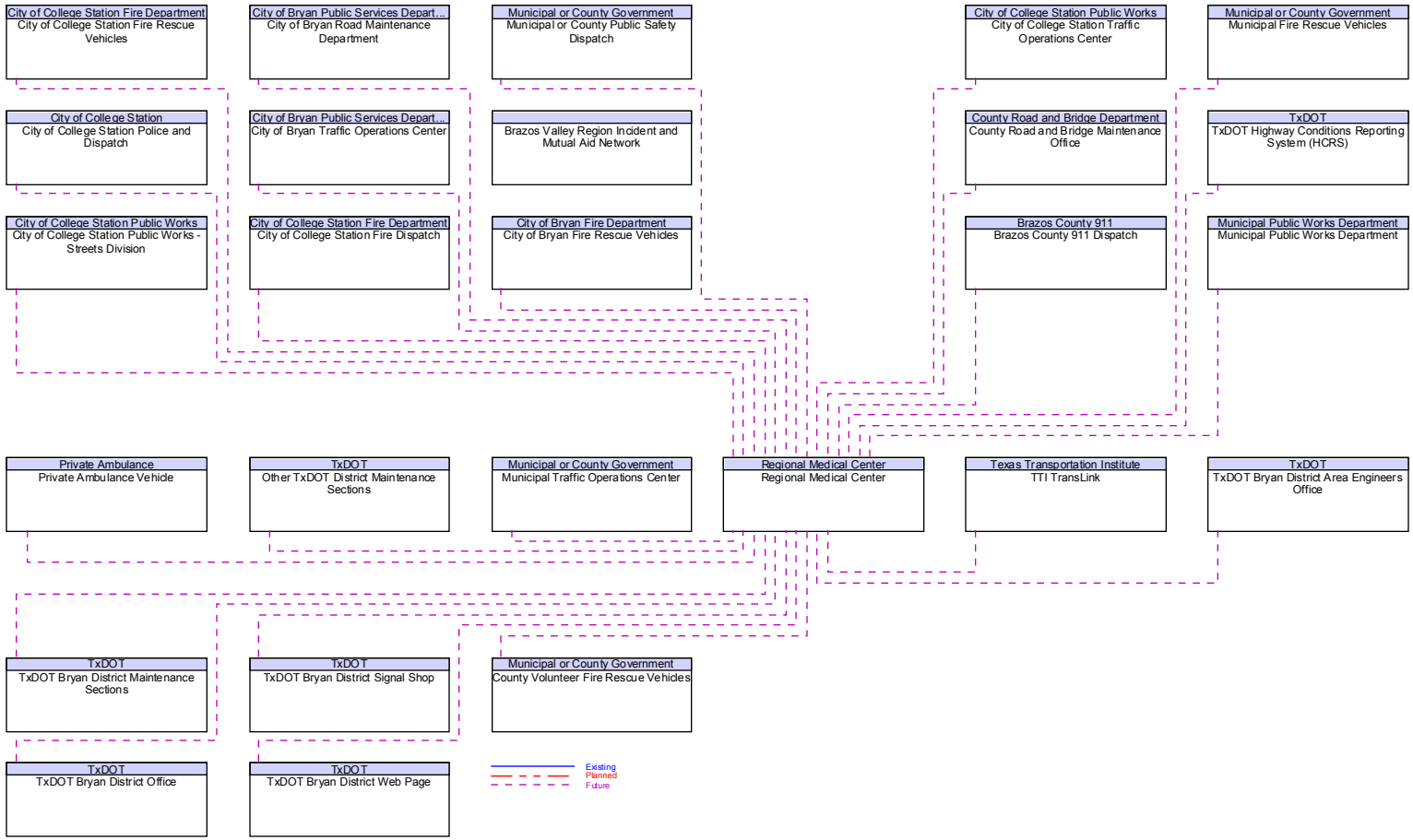


Figure B91 – Regional Mobility Authority Toll Plazas Interfaces

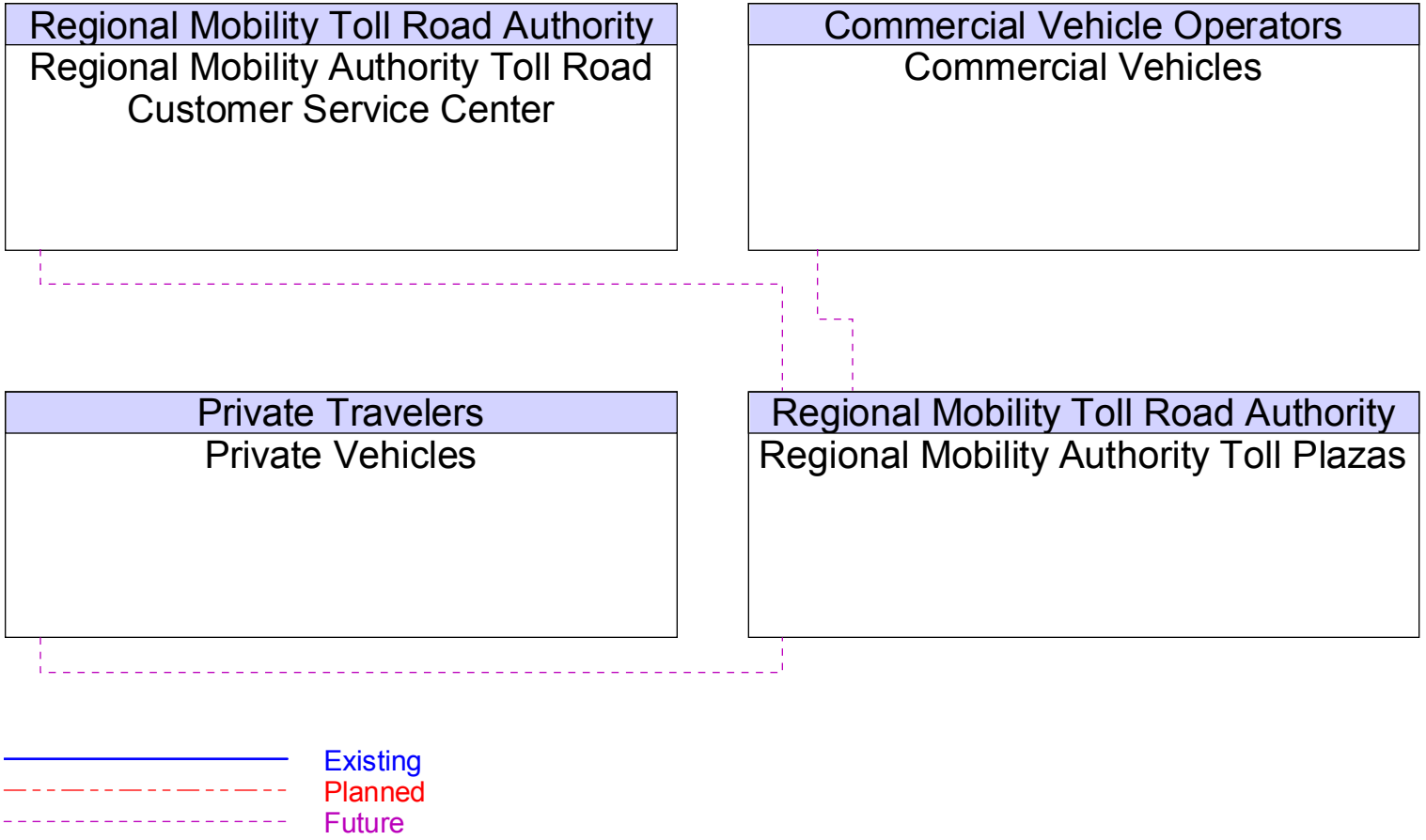


Figure B92 – Regional Mobility Authority Toll Road Customer Service Center Interfaces

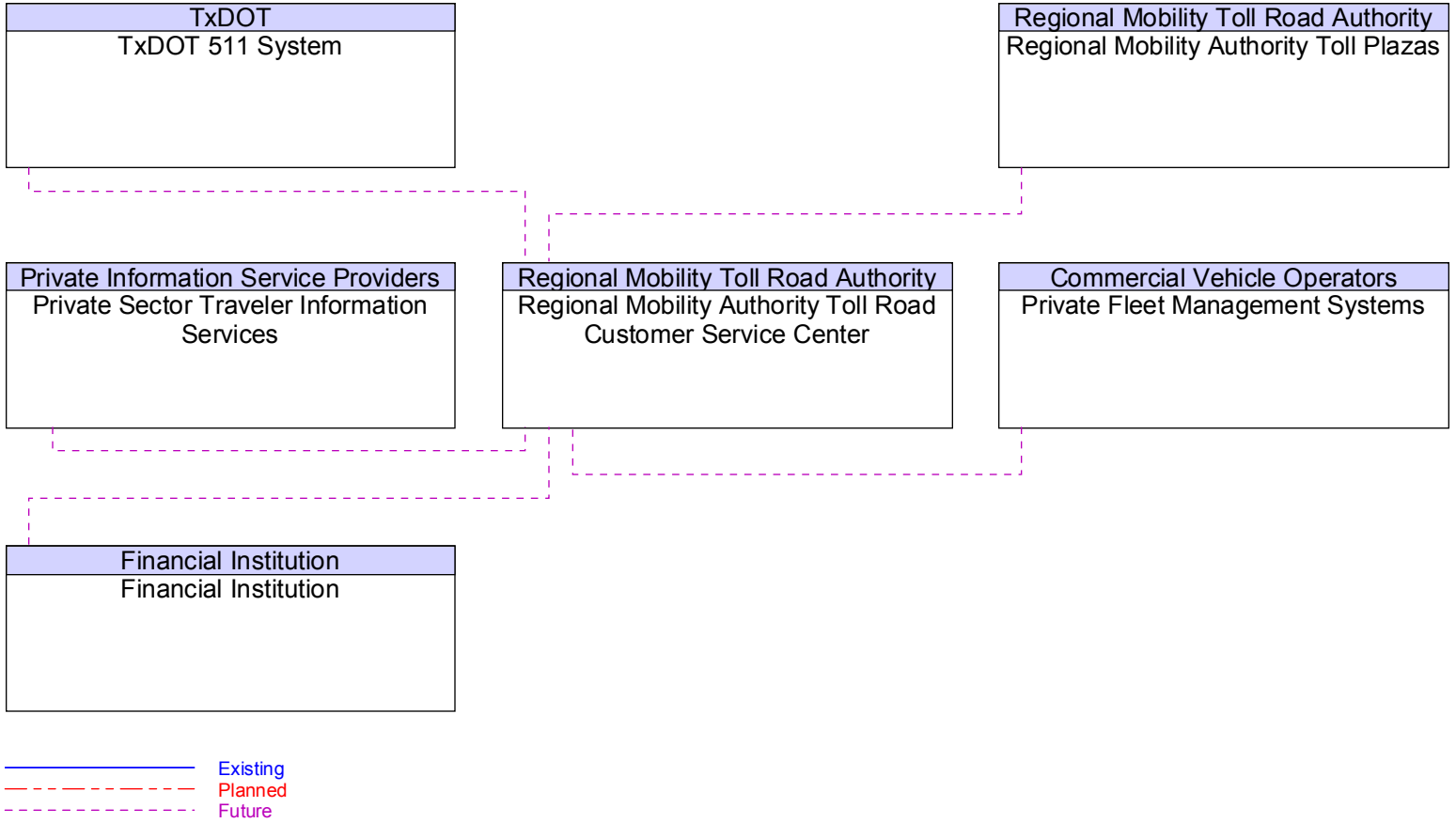


Figure B93 – Regional Parking Garages Interfaces

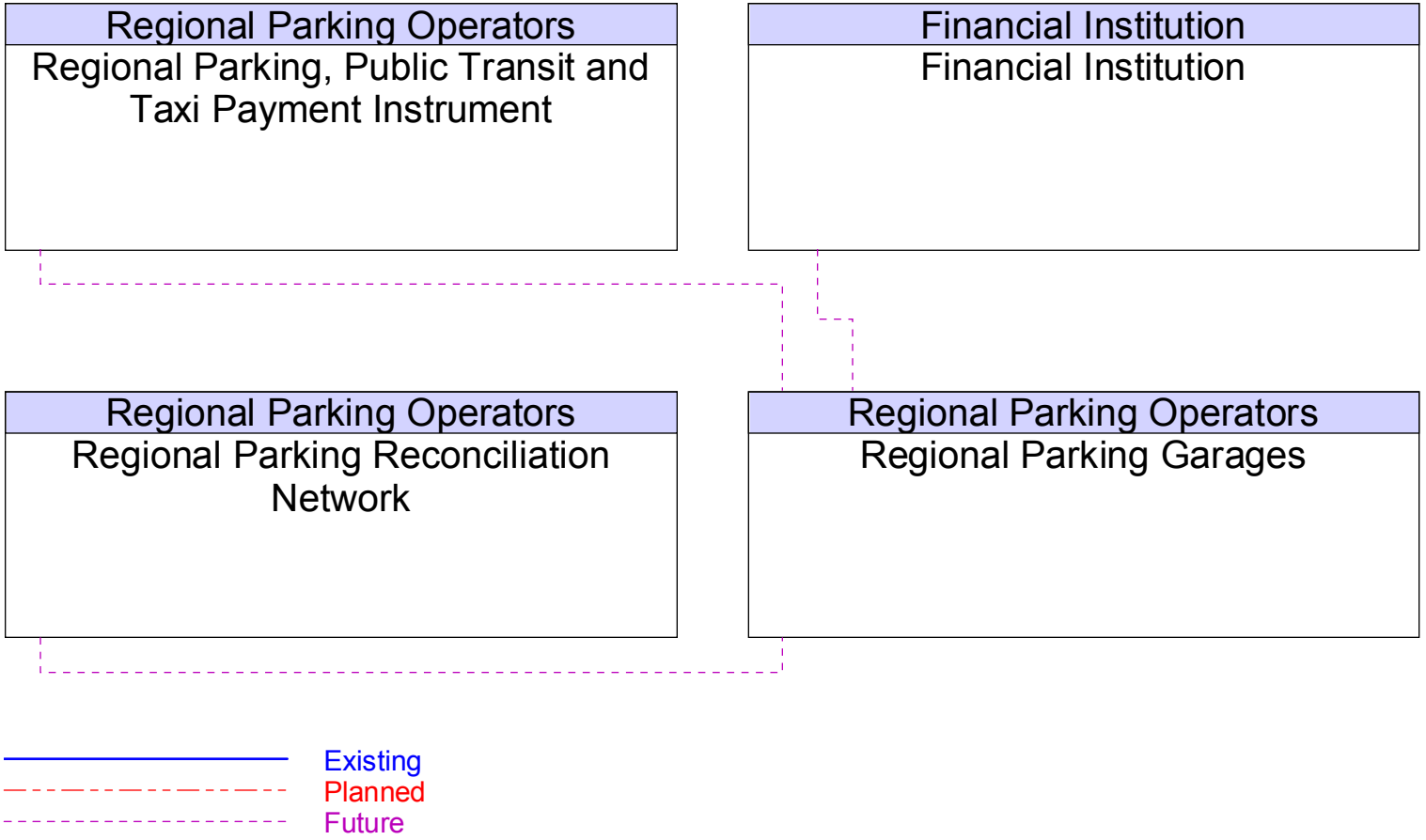


Figure B94 – Regional Parking Reconciliation Network Interfaces

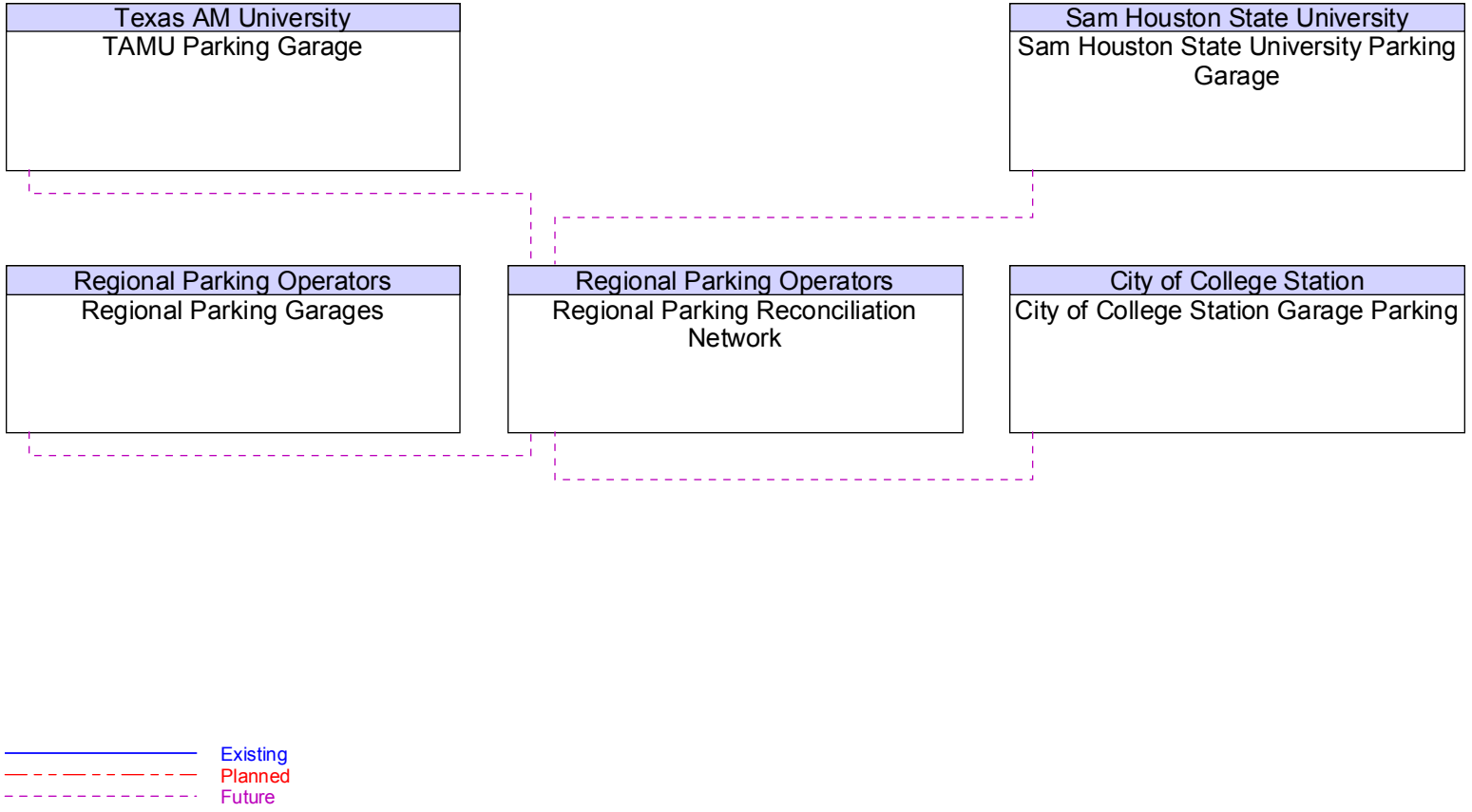


Figure B95 – Regional Parking, Public Transit and Taxi Payment Instrument Interfaces

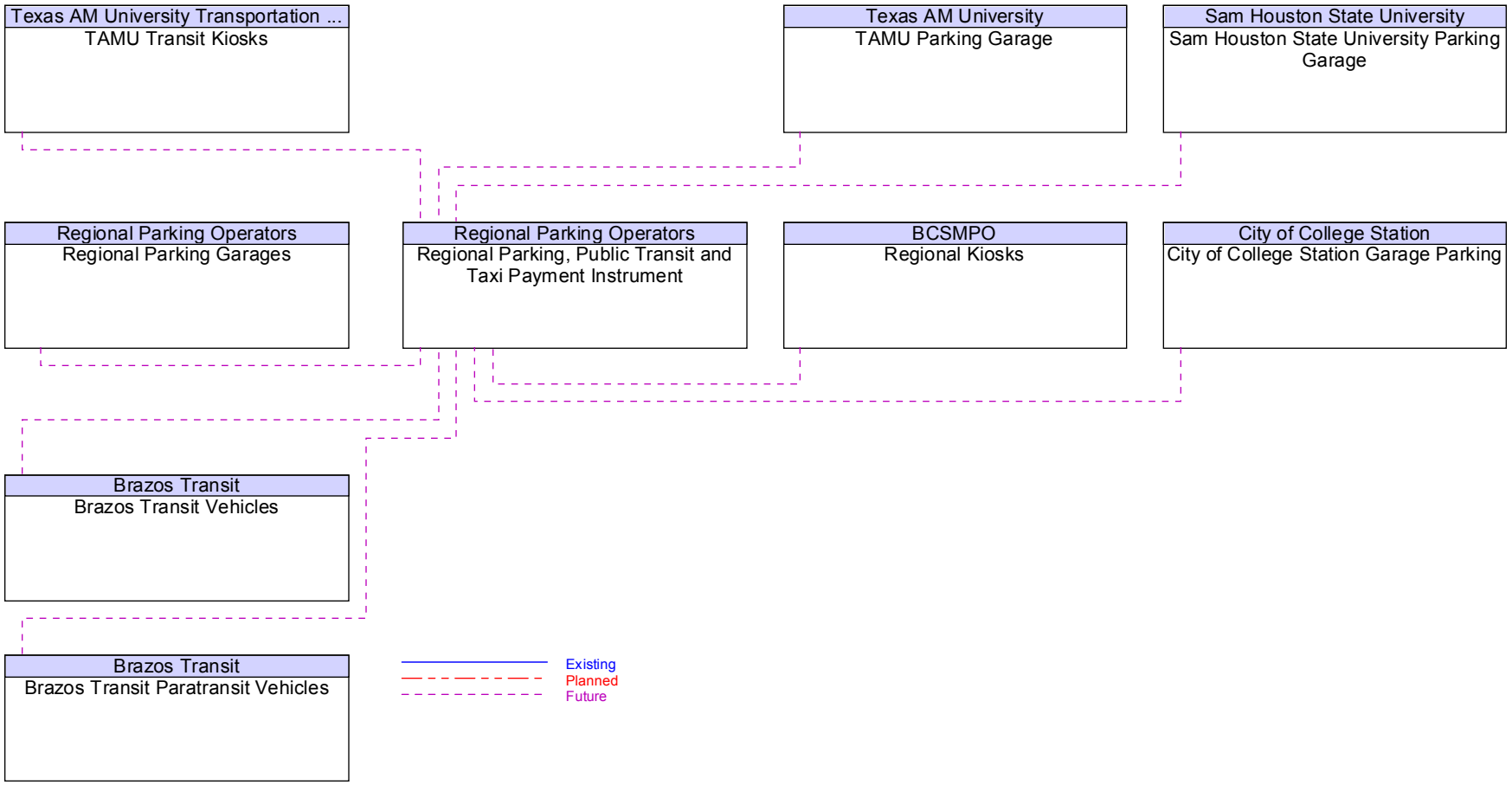


Figure B96 – Sam Houston State University Parking Garage Interfaces

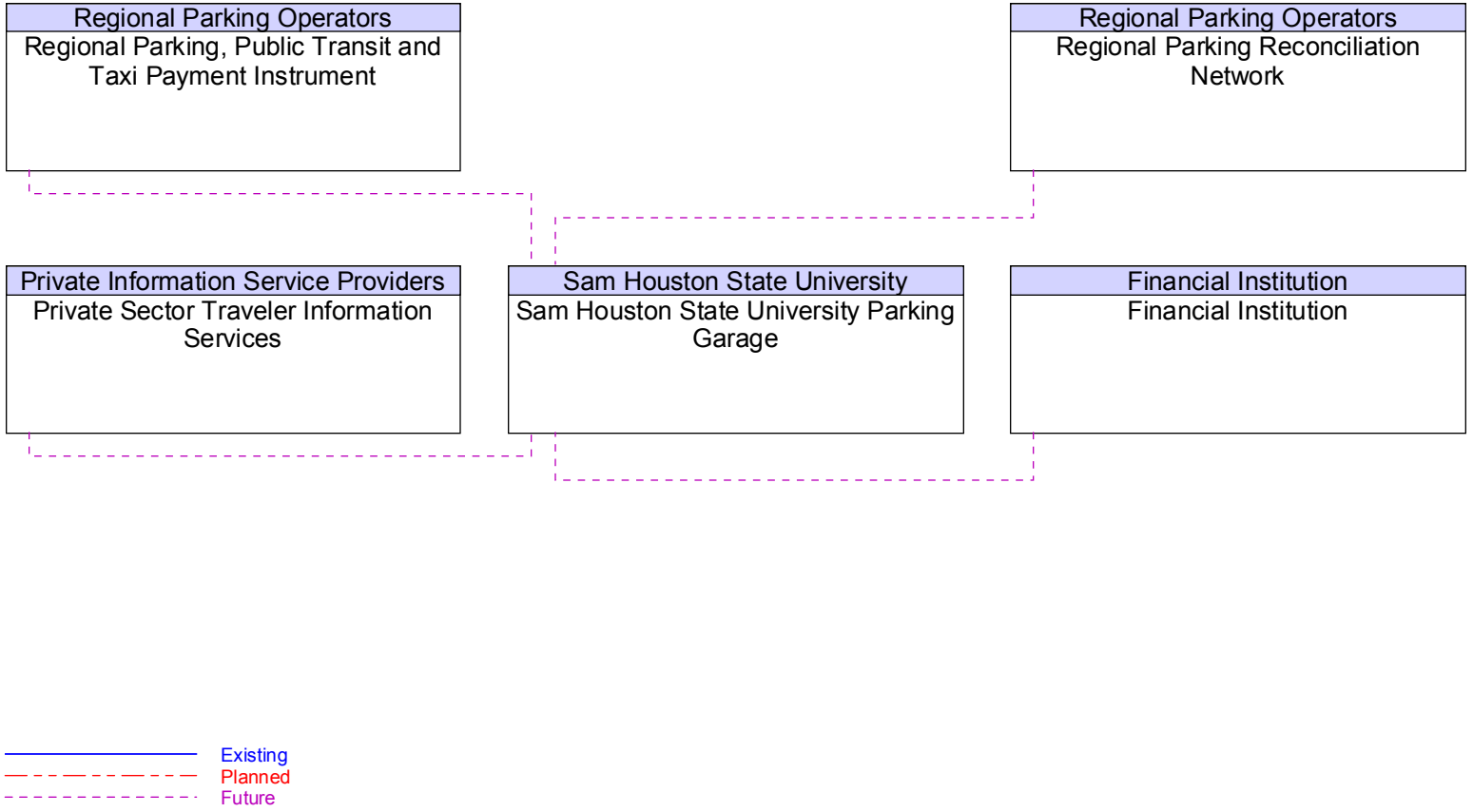


Figure B97 – Sam Houston State University Police and Dispatch Interfaces

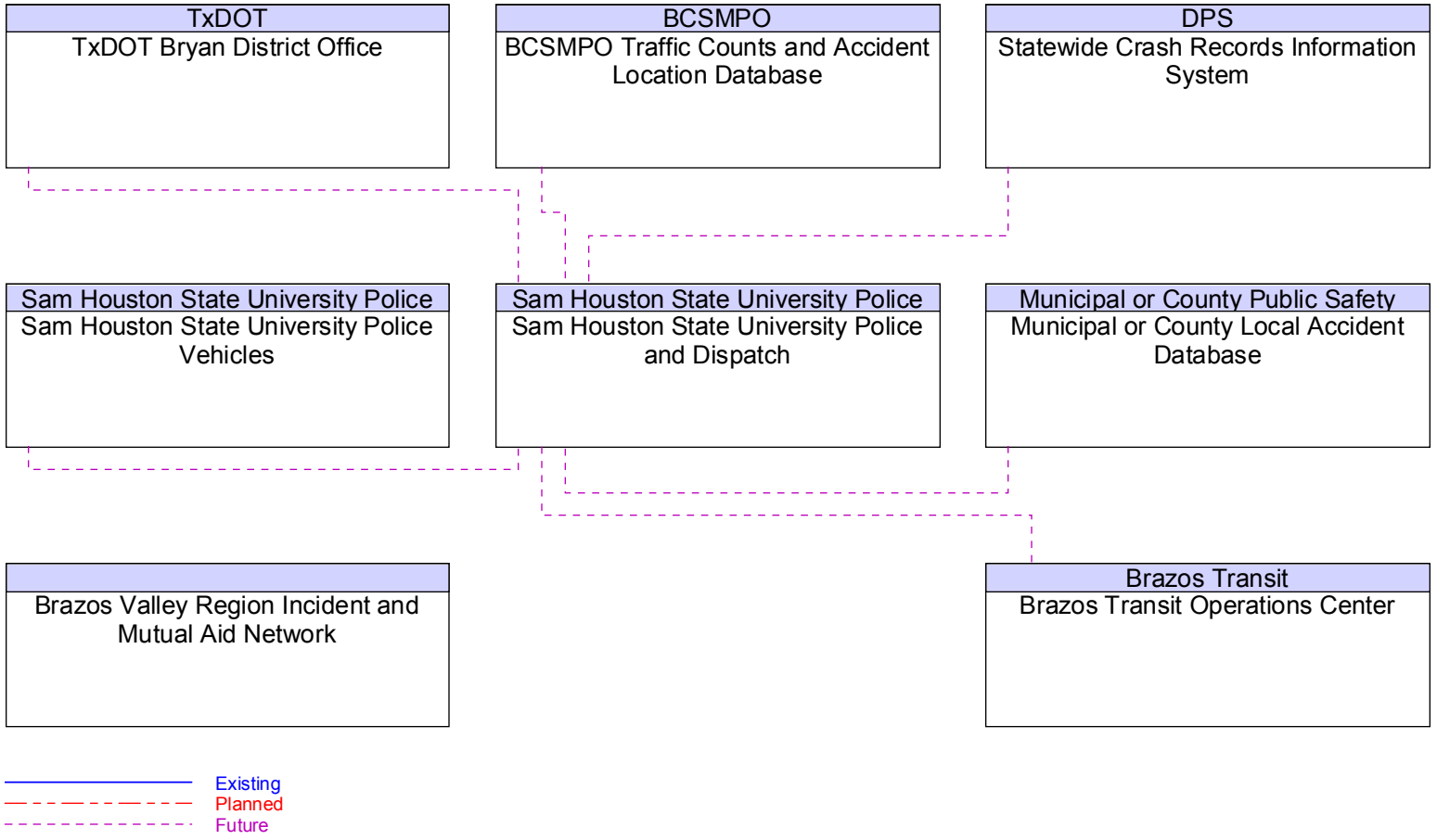


Figure B98 – Sam Houston State University Police Vehicles Interfaces

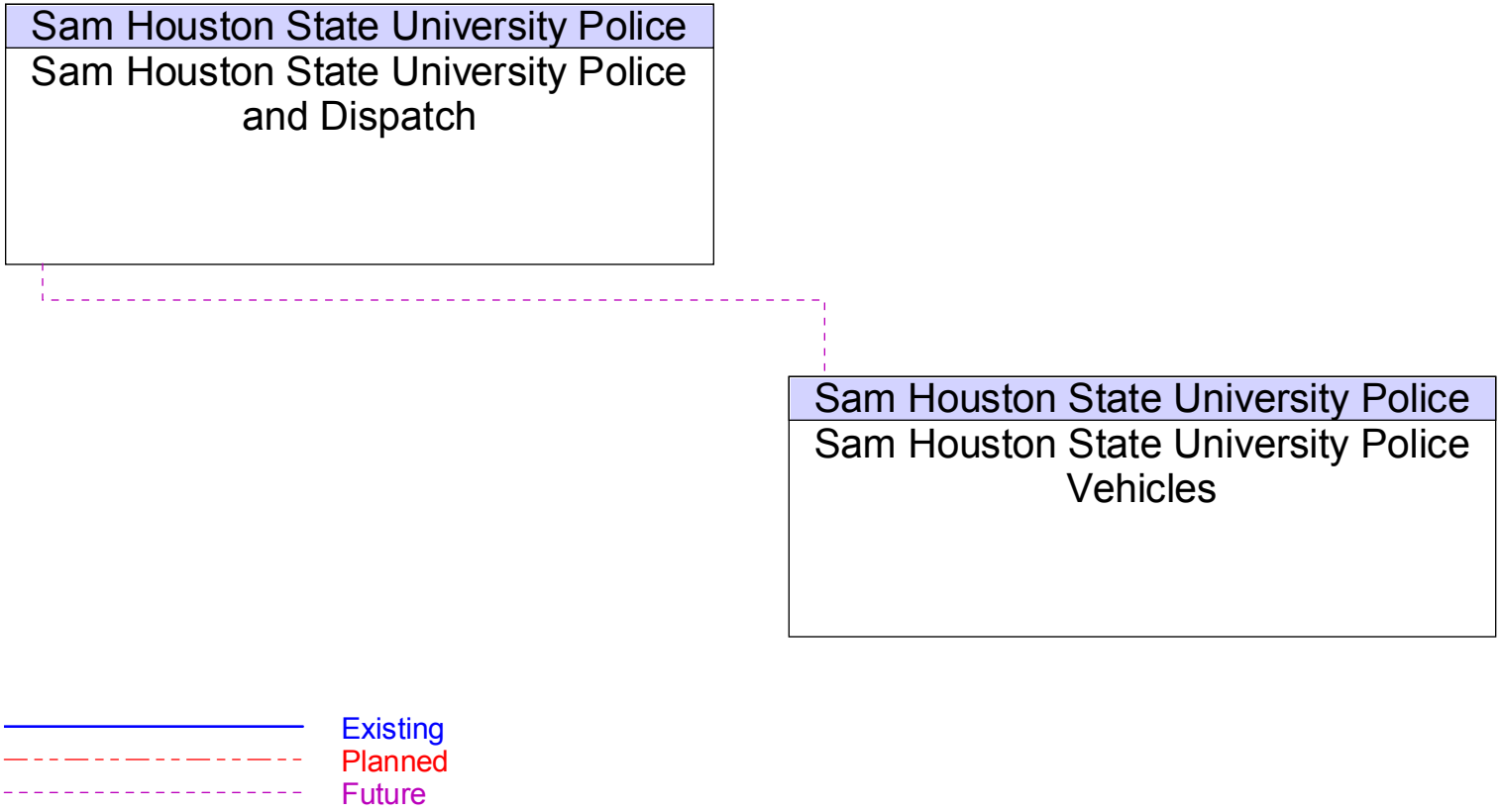


Figure B99 – Service Agencies Interfaces

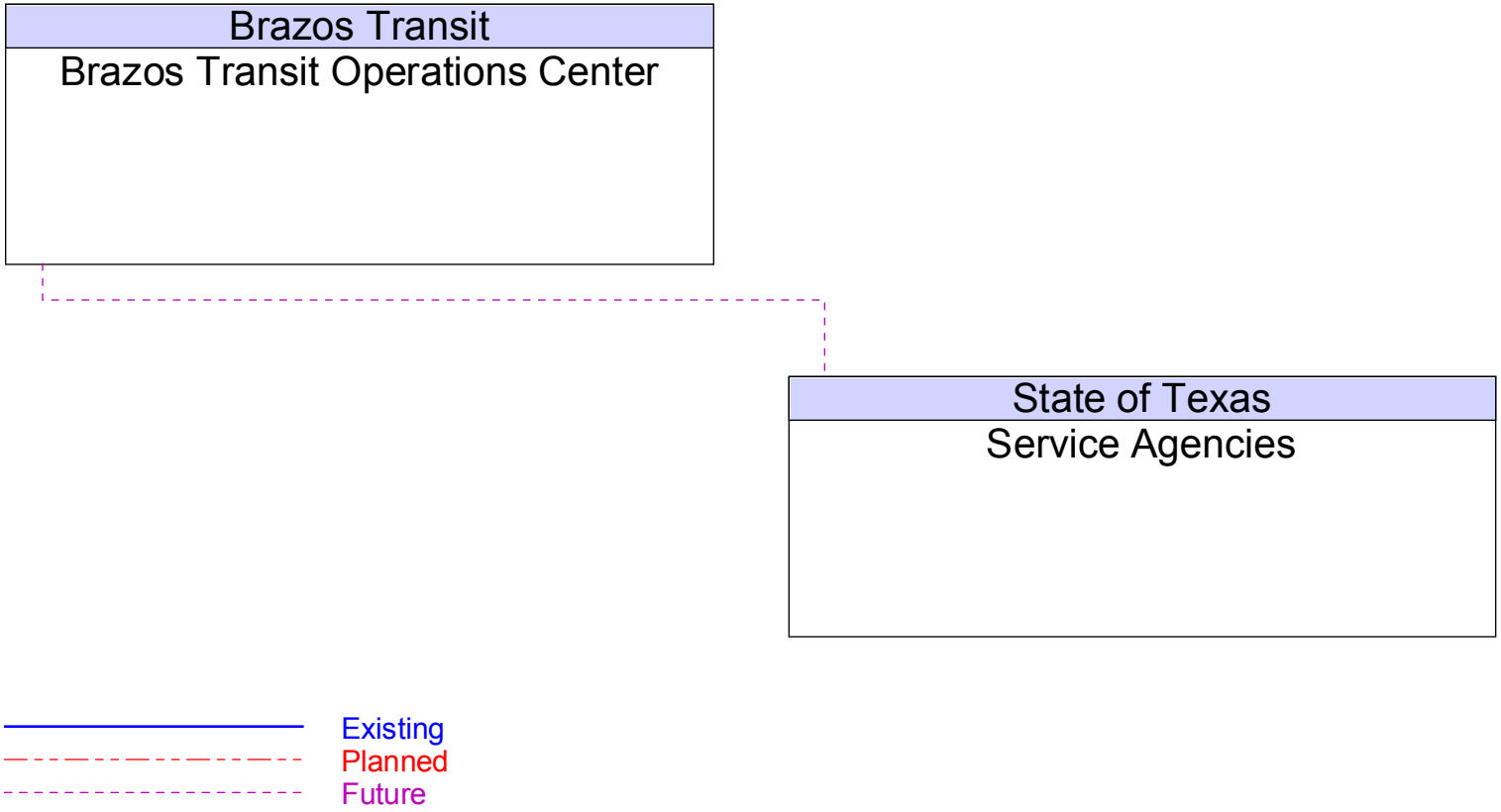


Figure B100 – State EOC Interfaces

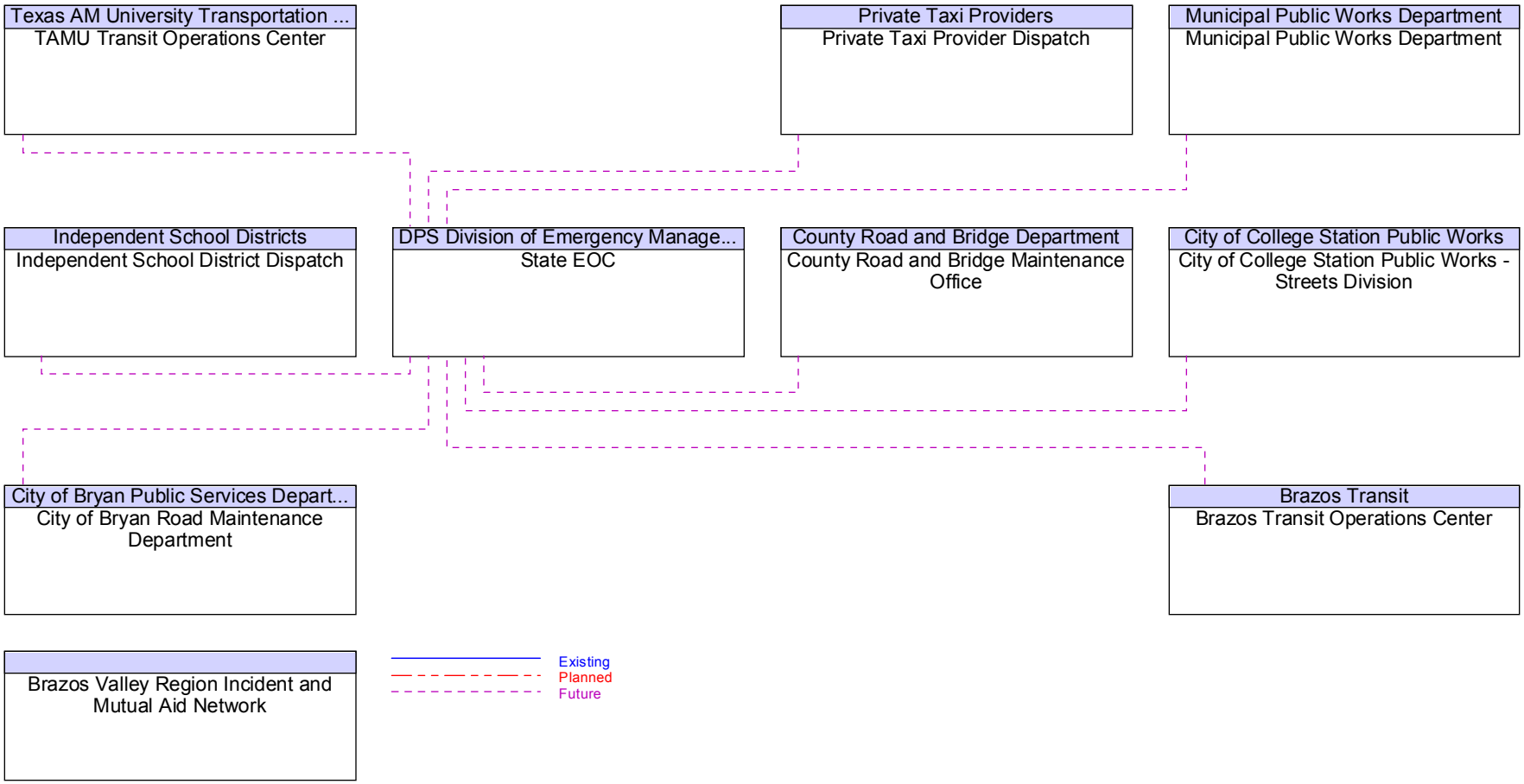


Figure B101 – Statewide Crash Records Information System Interfaces

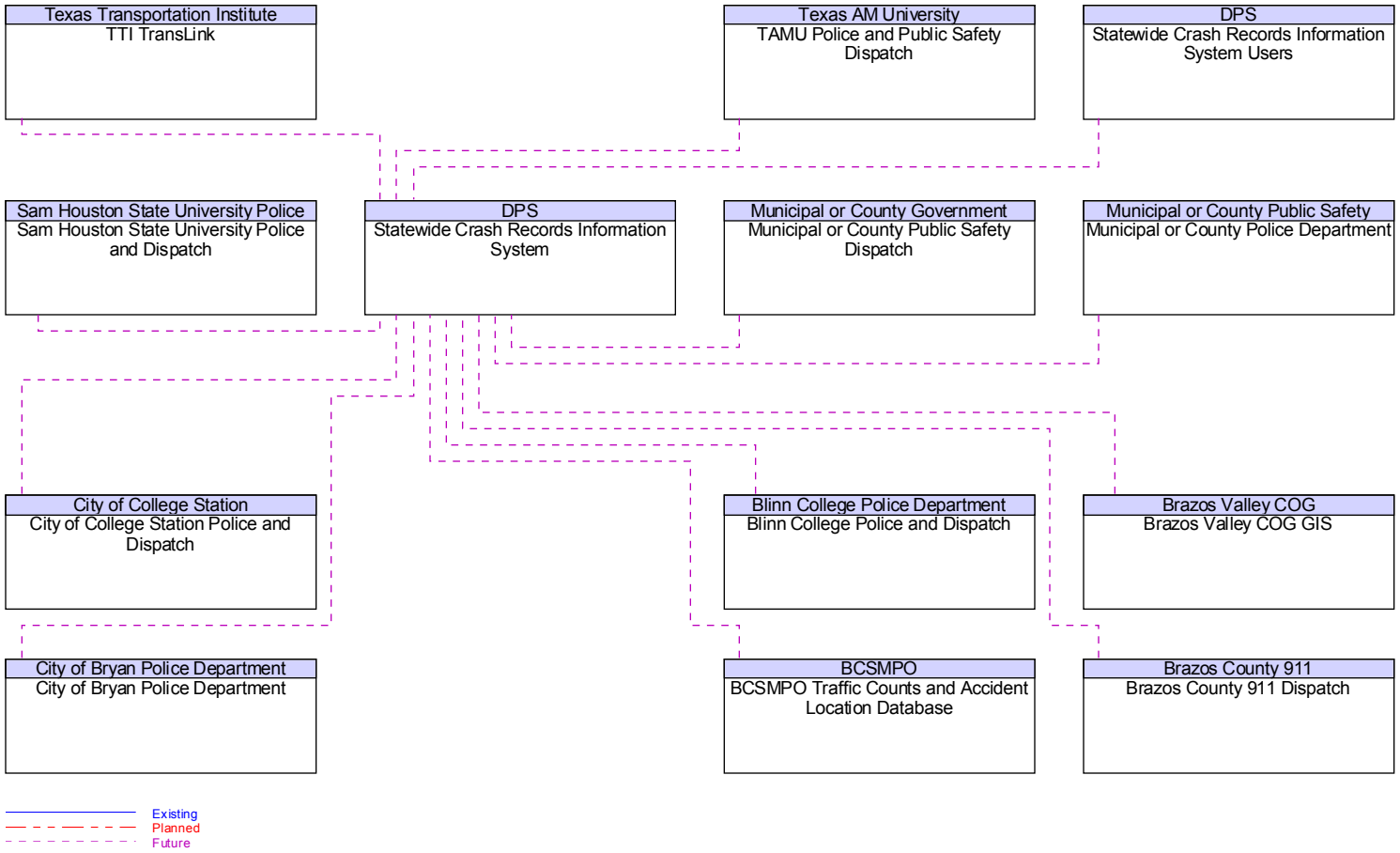


Figure B102 – Statewide Crash Records Information System Users Interfaces

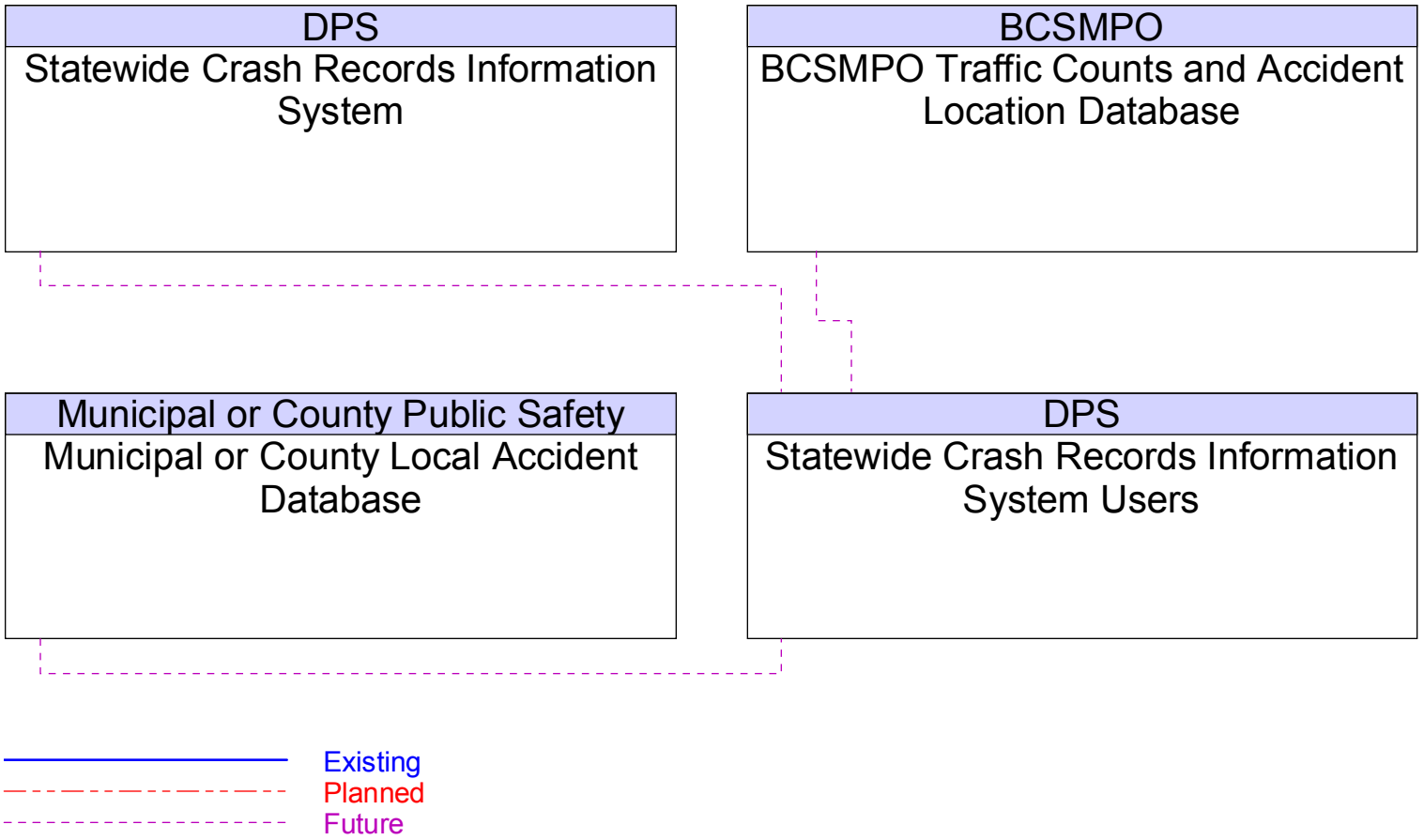


Figure B103 – TAMU EMS Vehicles Interfaces

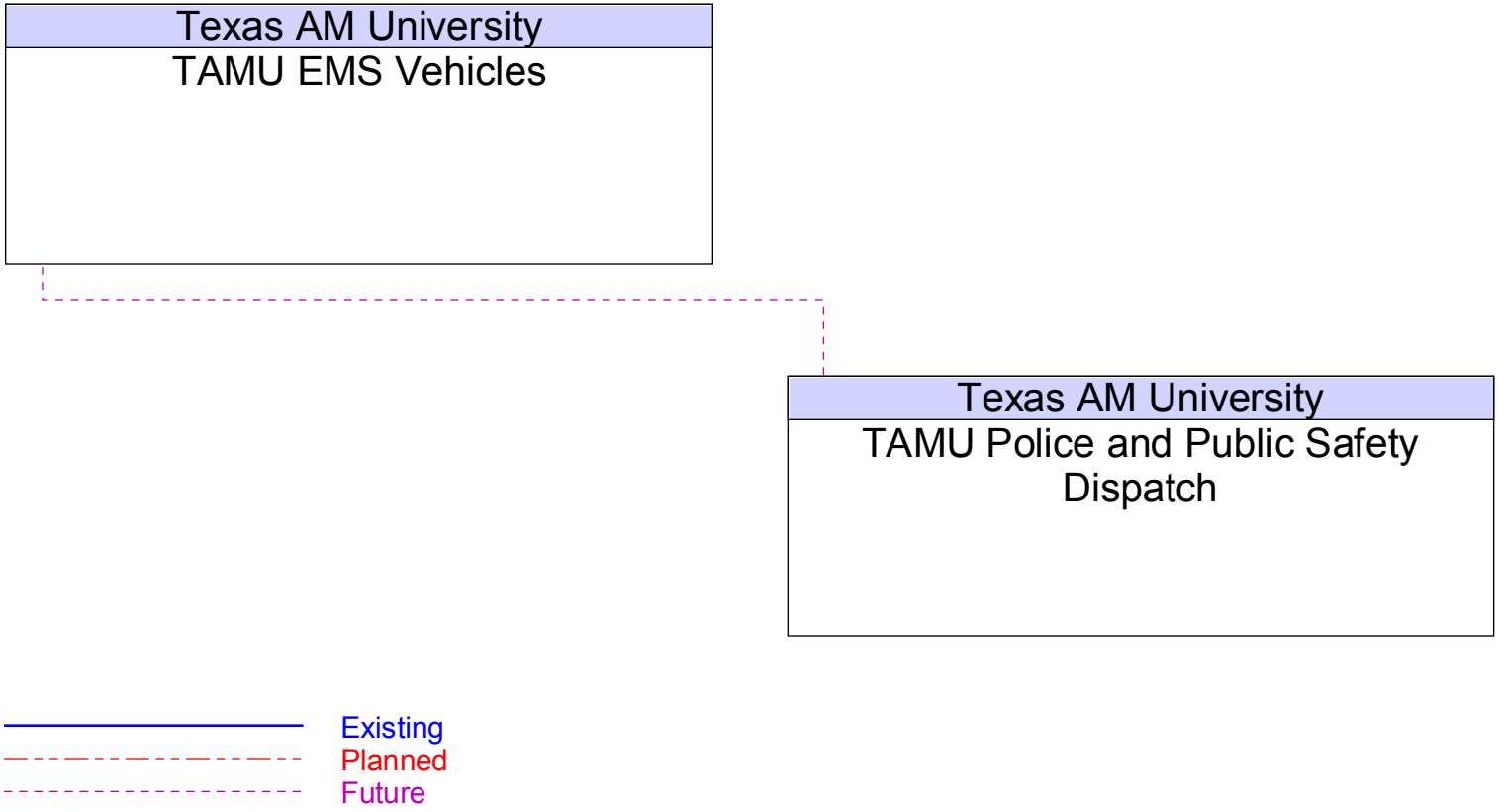


Figure B104 – TAMU EOC Interfaces

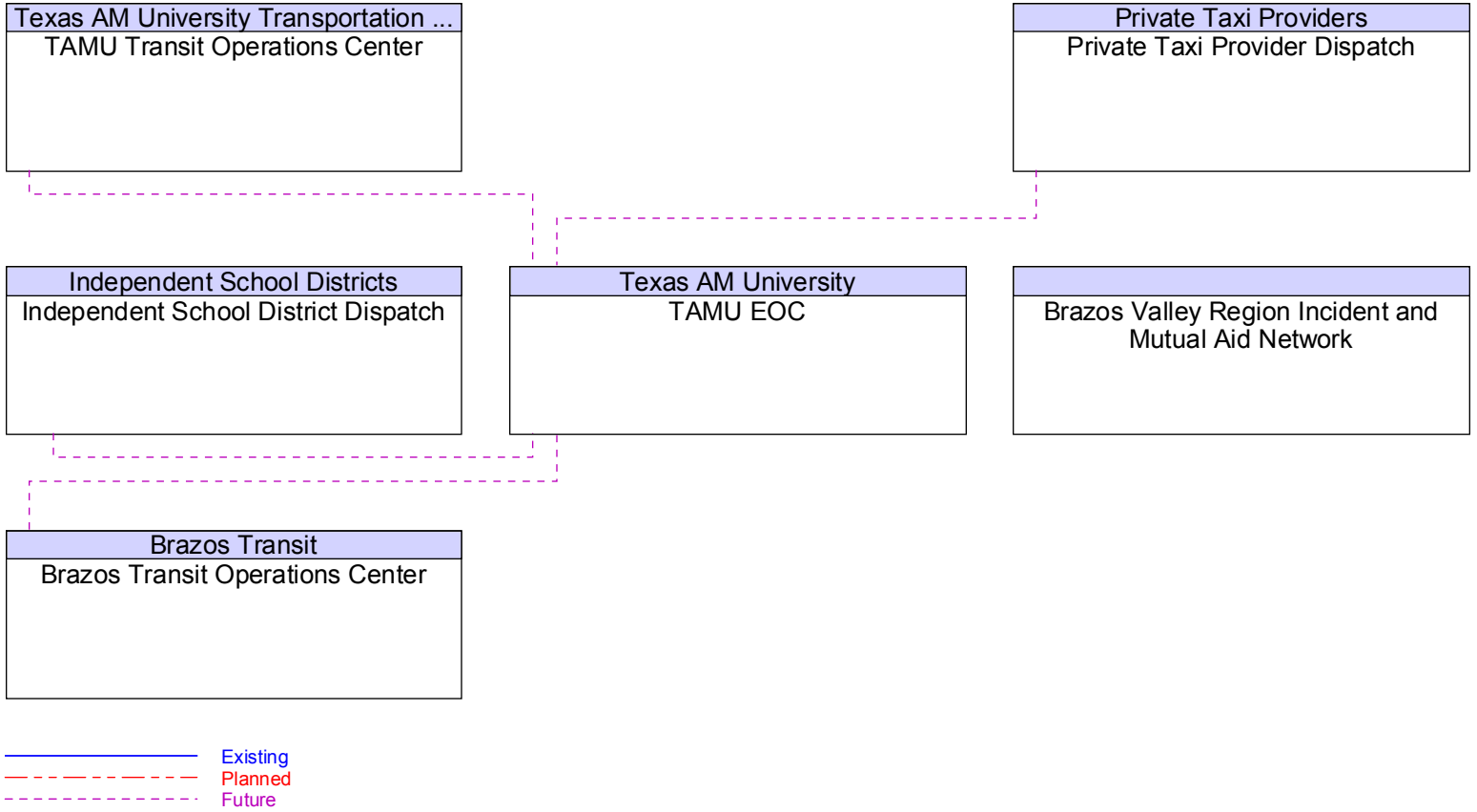


Figure B105 – TAMU Field Equipment Interfaces

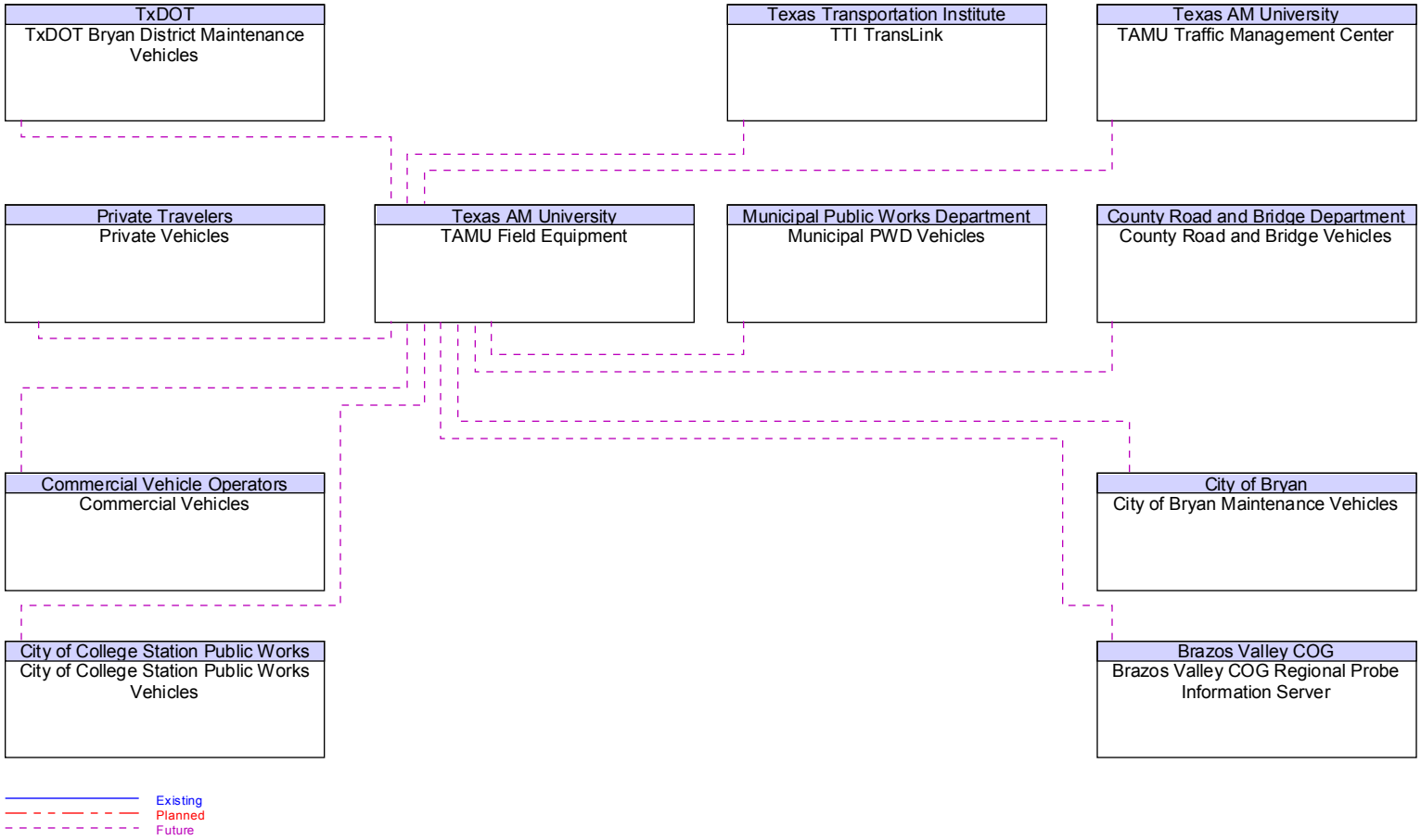


Figure B106 – TAMU Paratransit Vehicles Interfaces

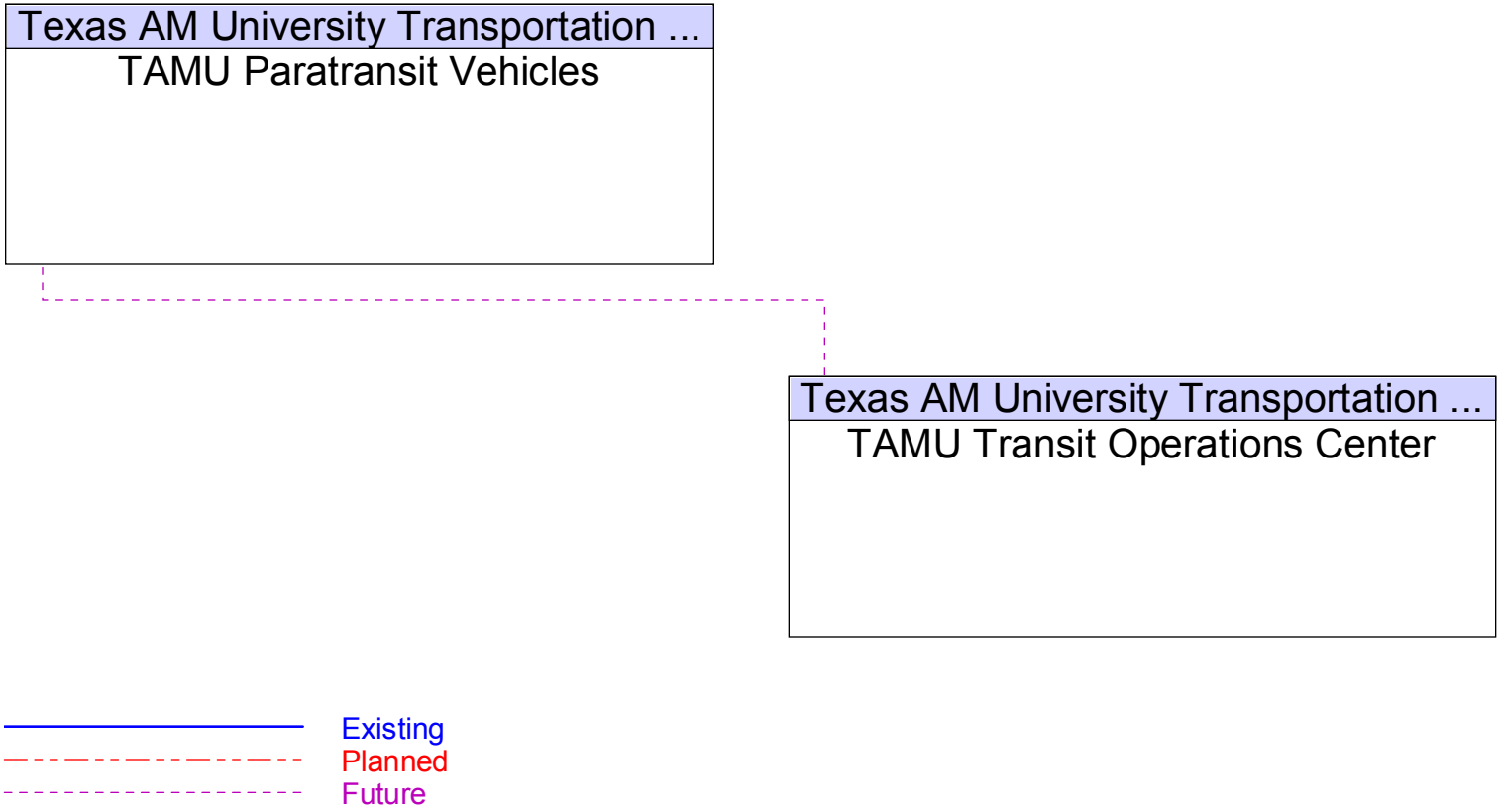


Figure B107 – TAMU Parking Garage Interfaces

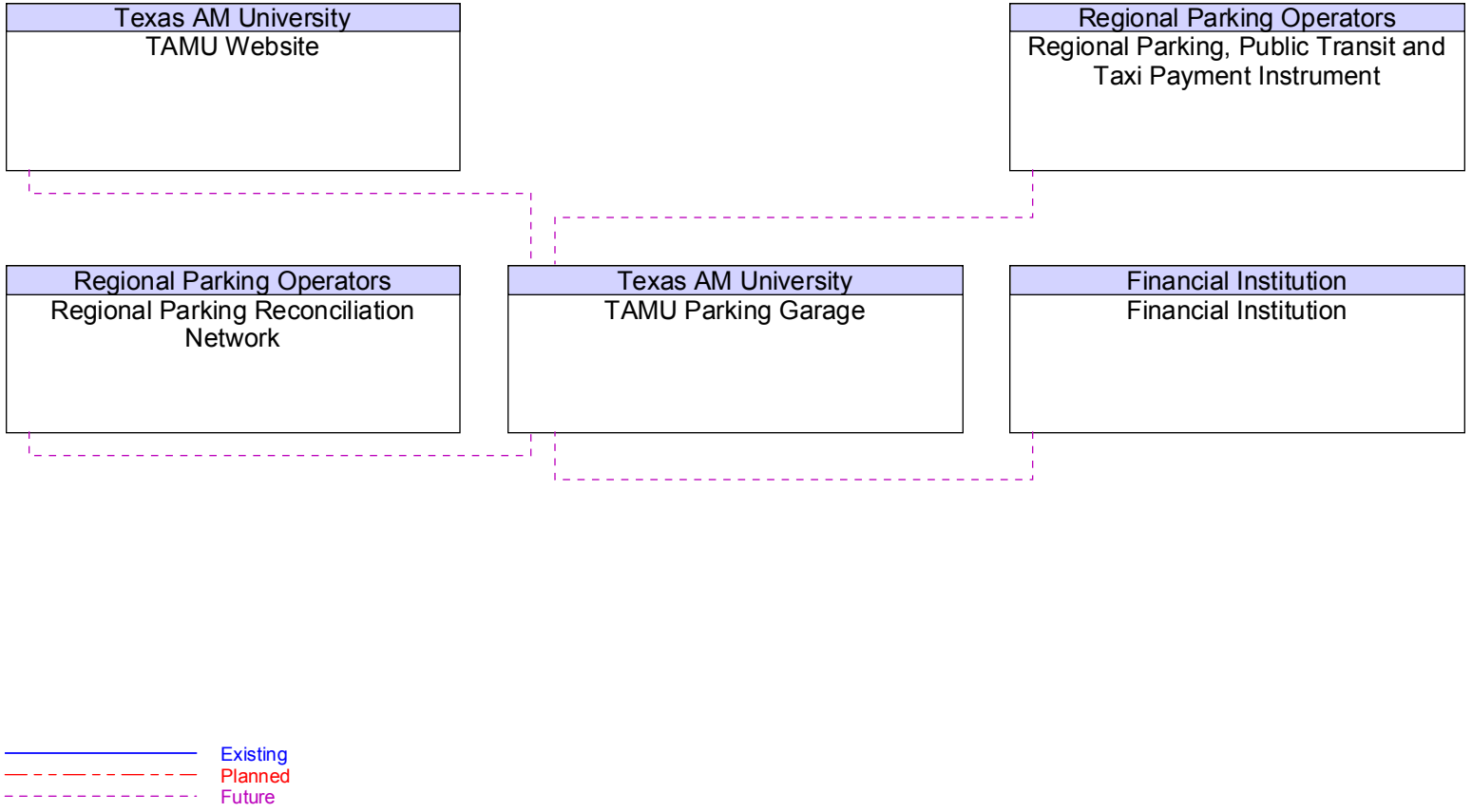


Figure B108 – TAMU Police and Public Safety Dispatch Interfaces

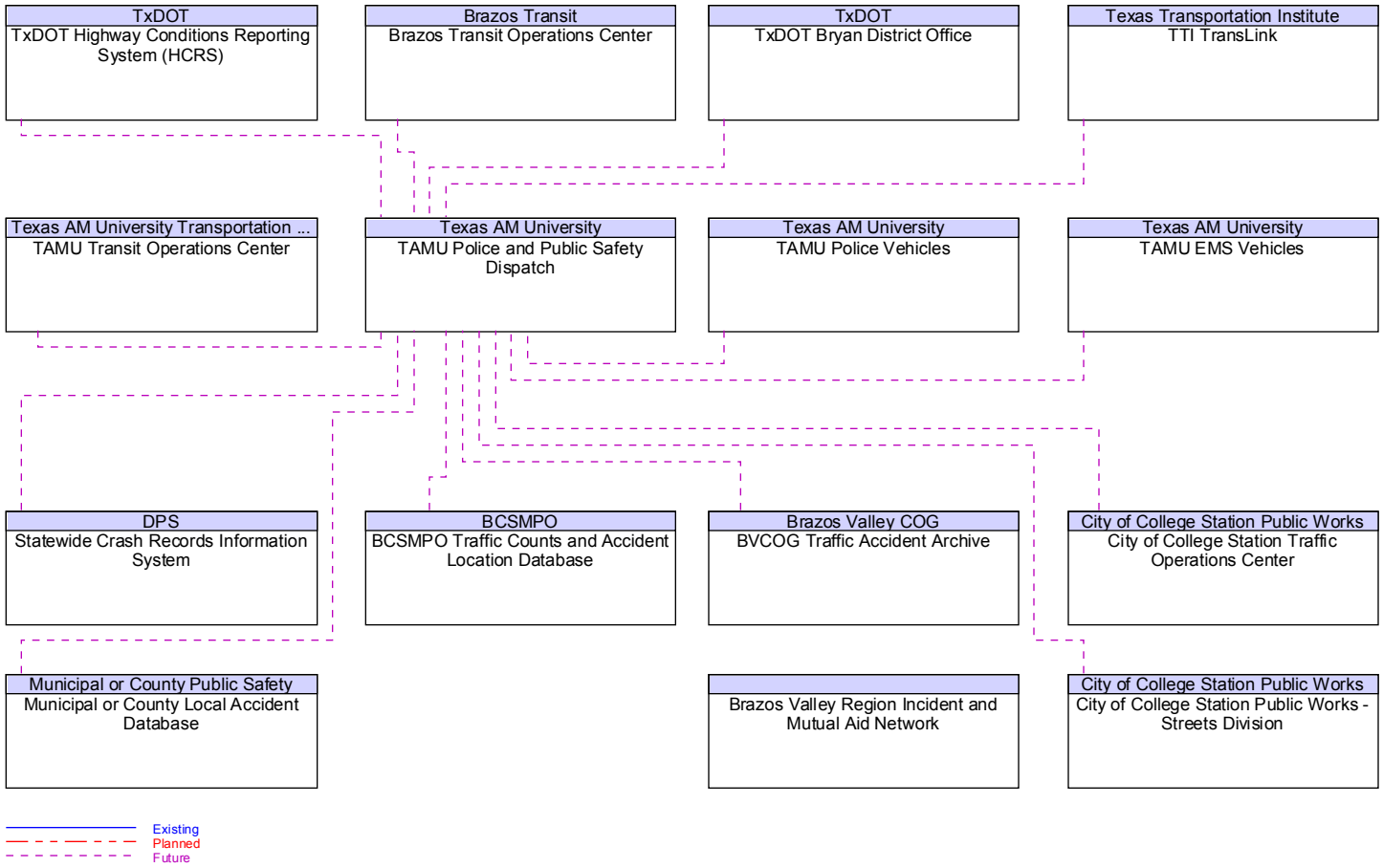


Figure B109 – TAMU Police Vehicles Interfaces

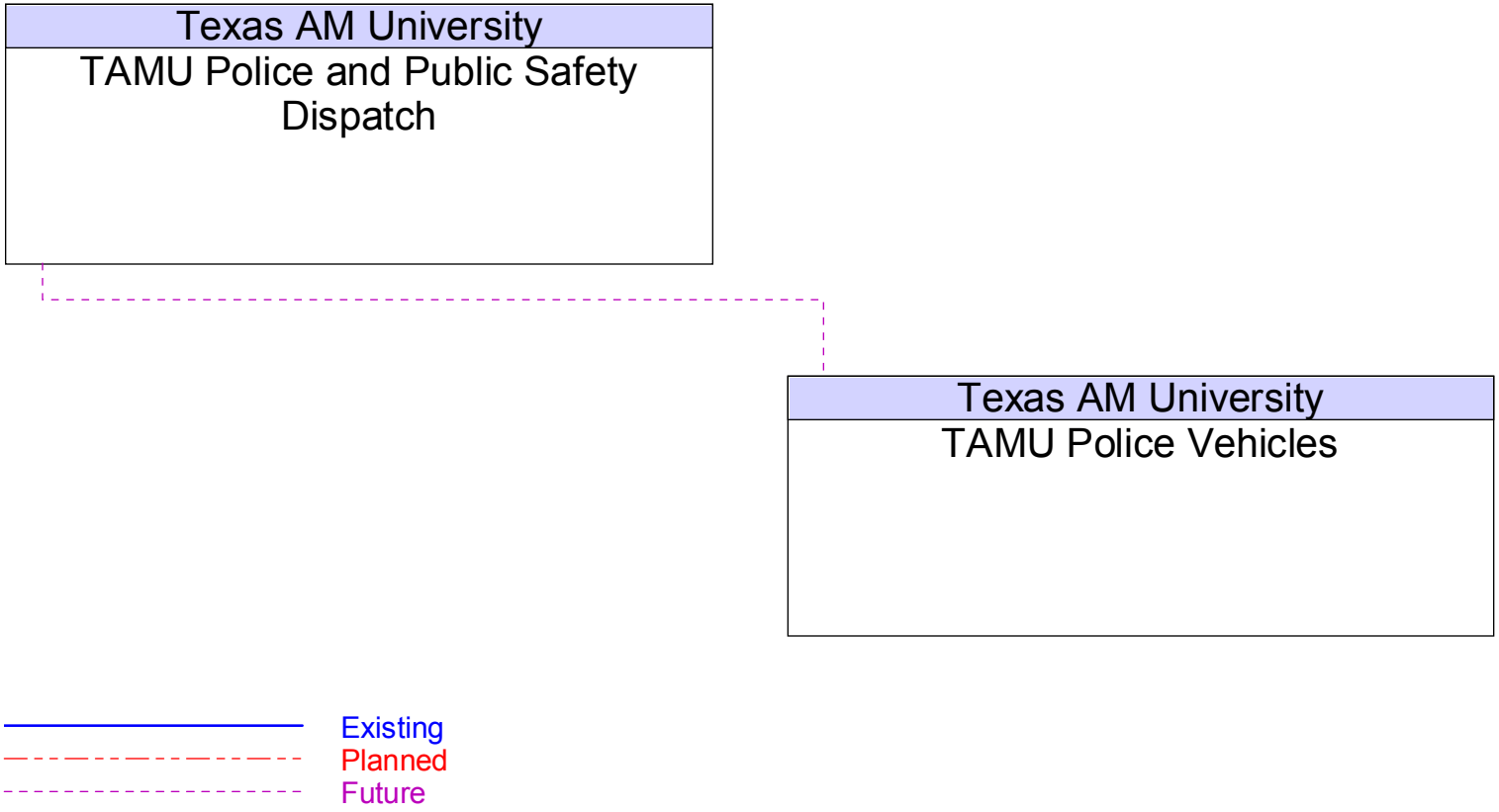


Figure B110 – TAMU Special Event Promoters Interfaces

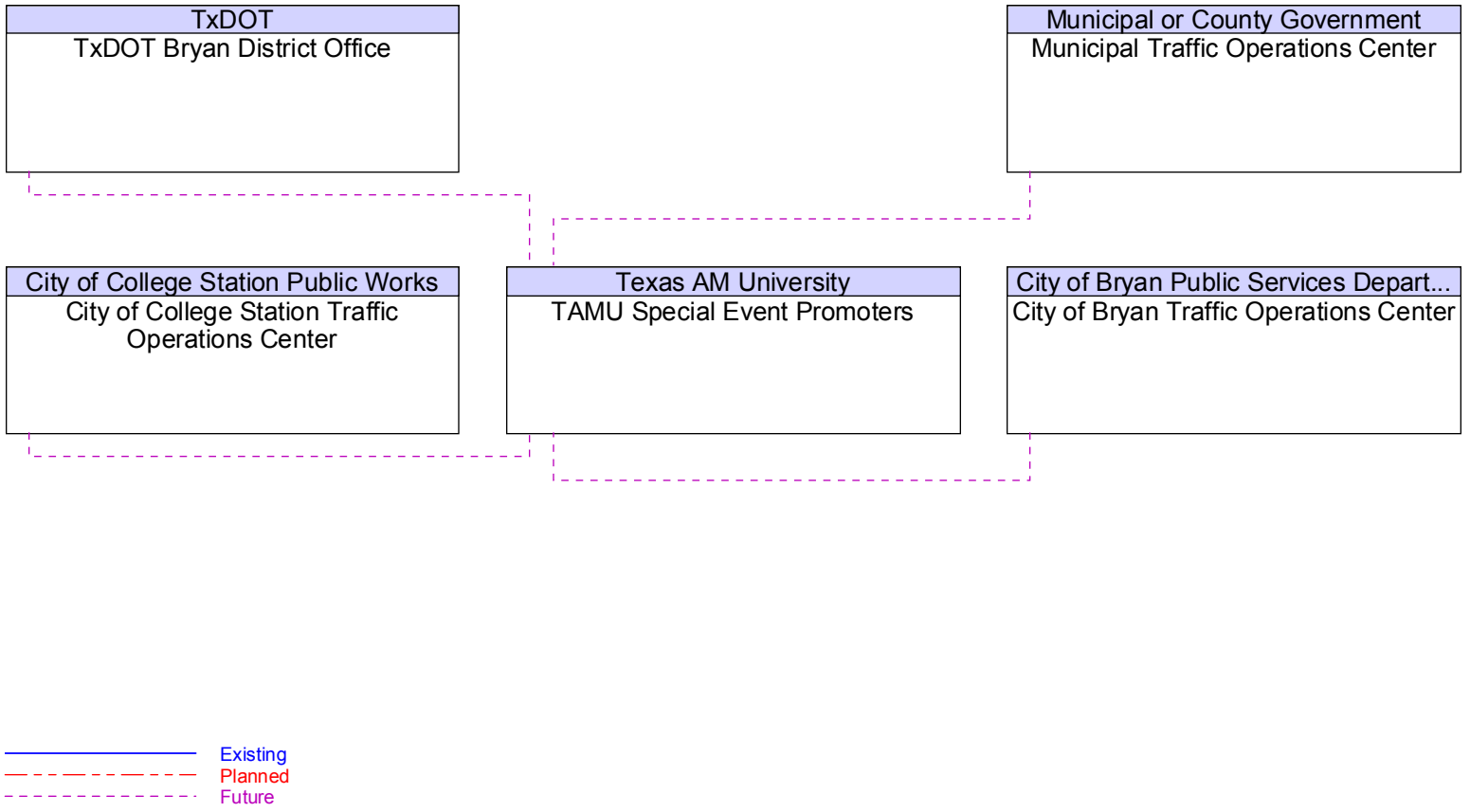


Figure B111 – TAMU Traffic Management Center Interfaces

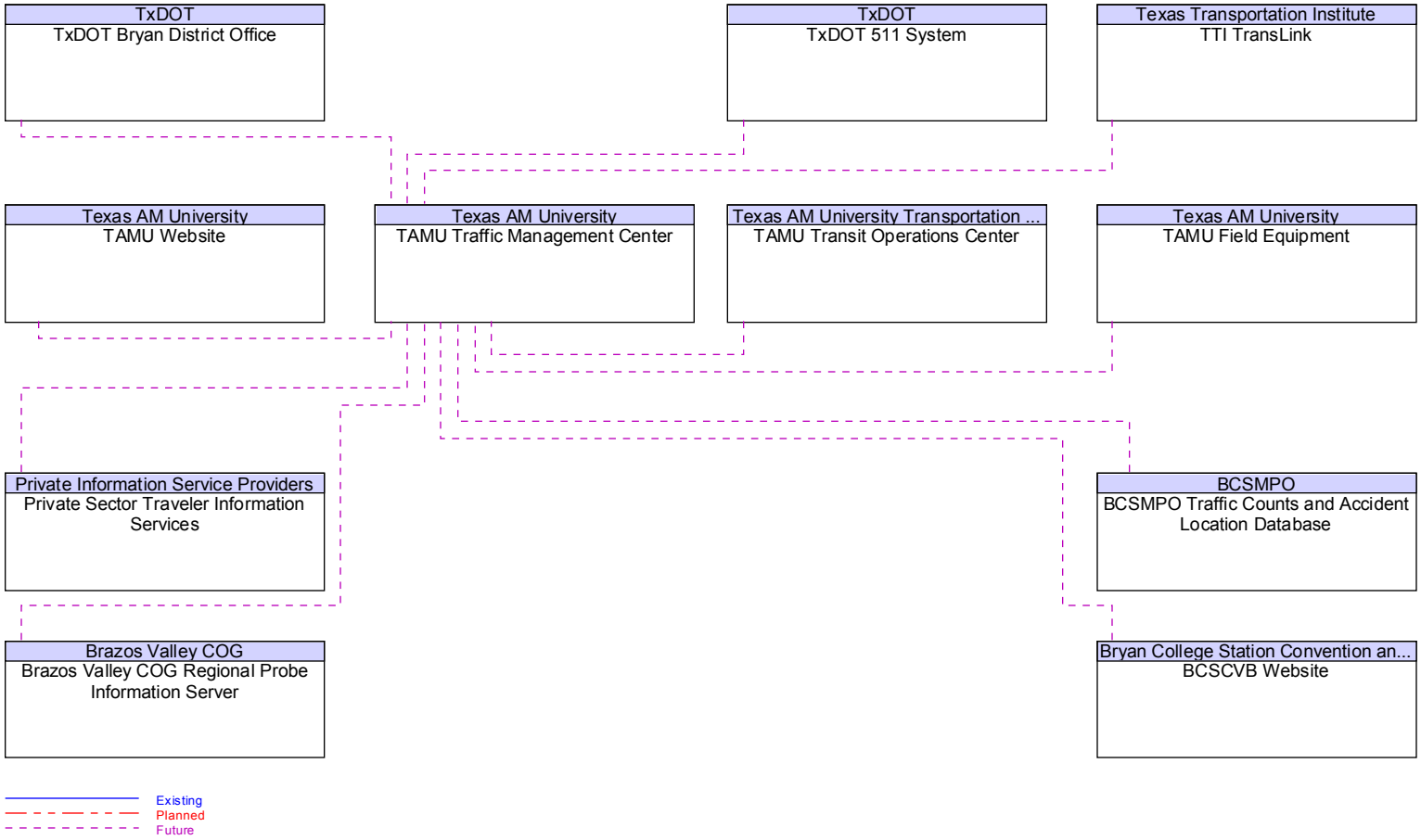


Figure B112 – TAMU Transit Info Line Interfaces

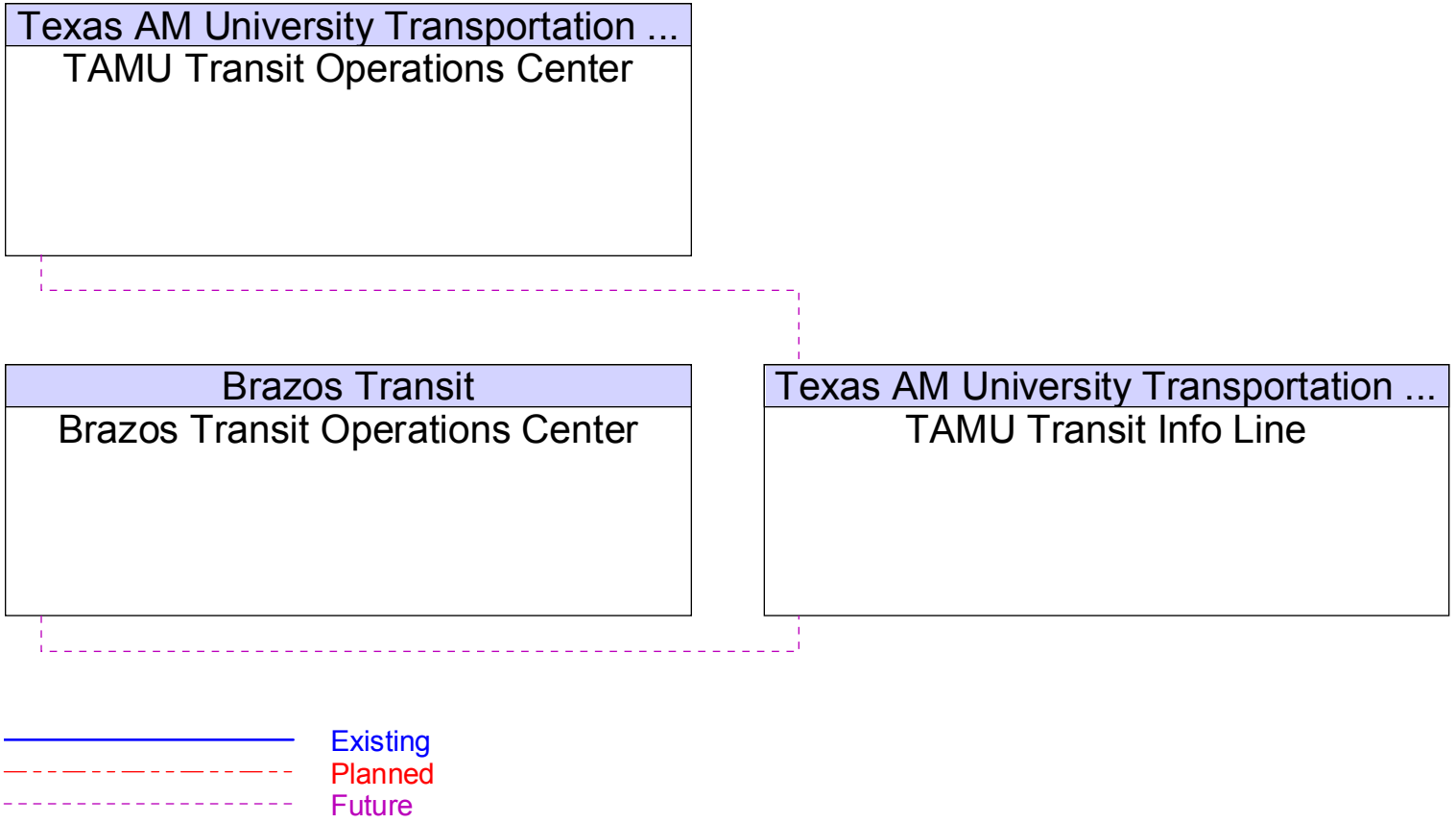


Figure B113 – TAMU Transit Kiosks Interfaces

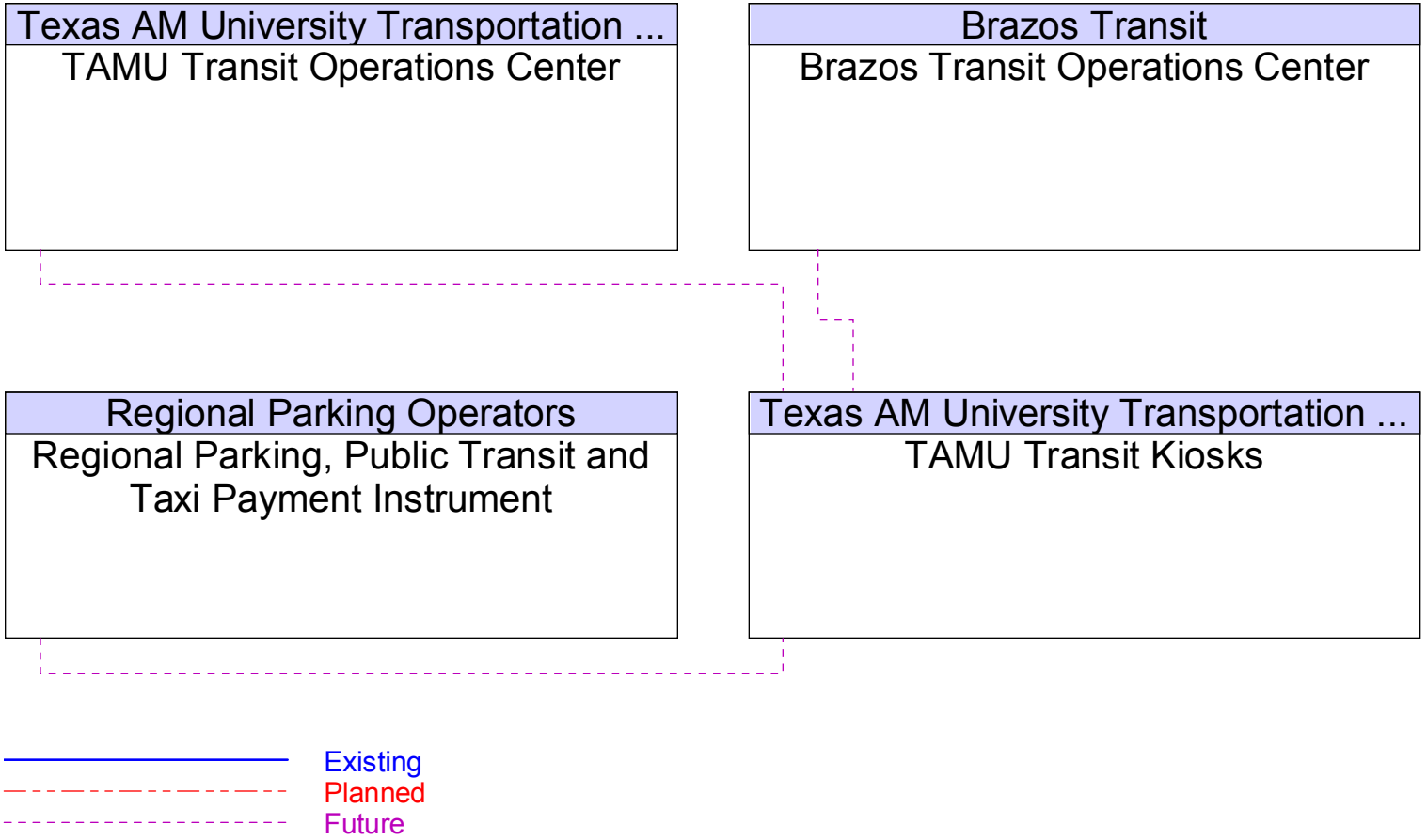


Figure B114 – TAMU Transit Operations Center Interfaces

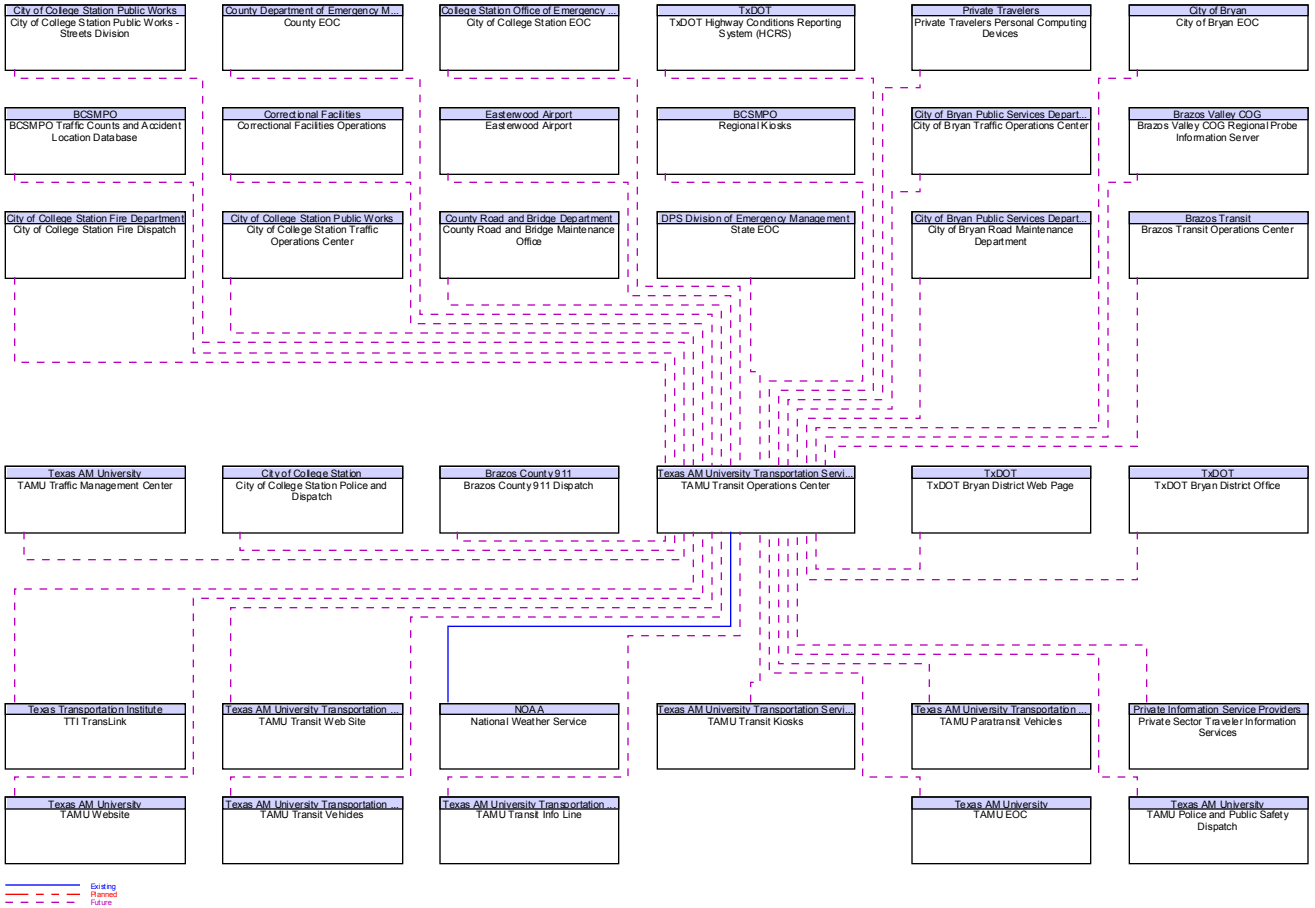


Figure B115 – TAMU Transit Vehicles Interfaces

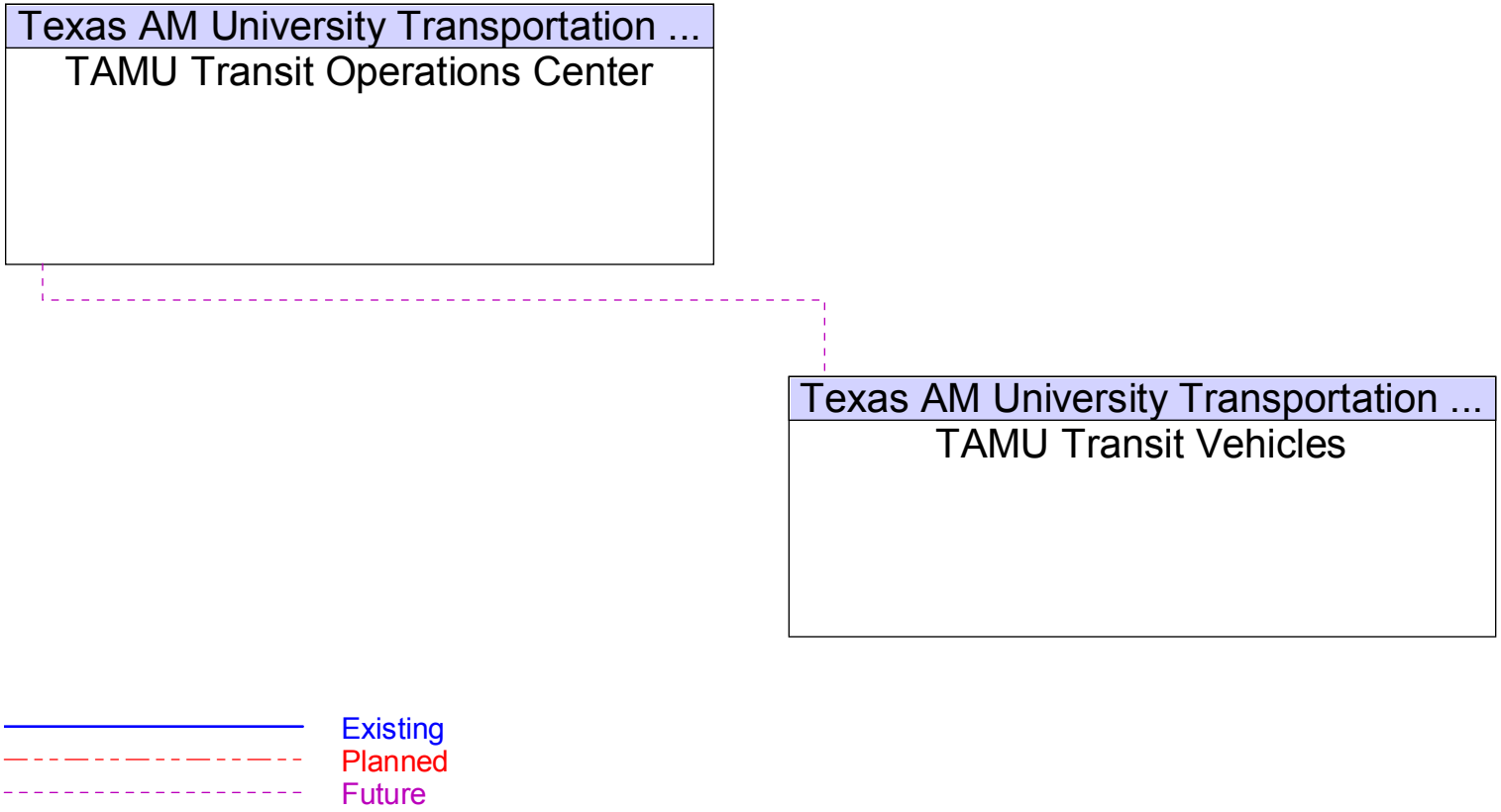


Figure B116 – TAMU Transit Web Site Interfaces

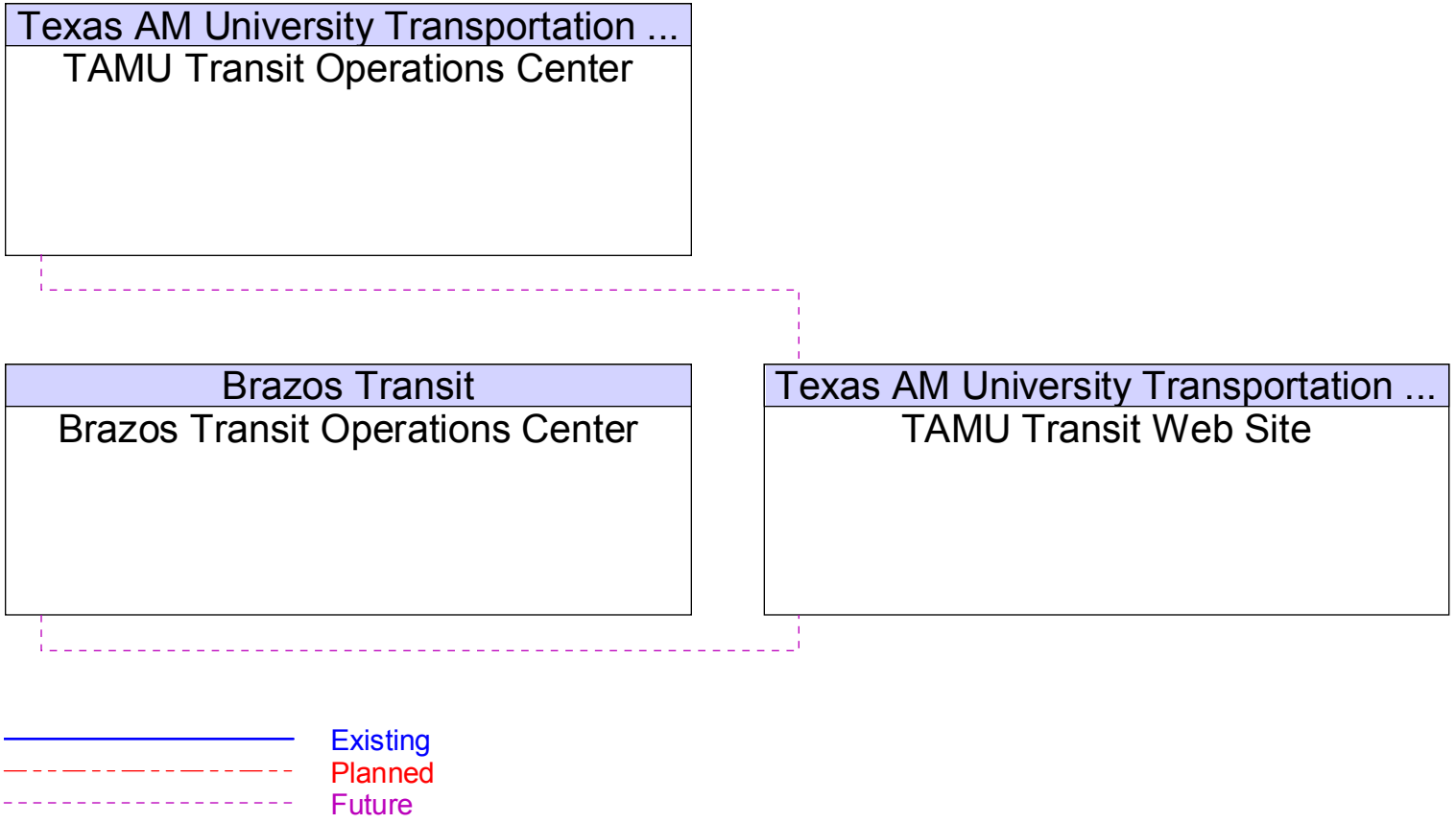


Figure B117 – TAMU Website Interfaces

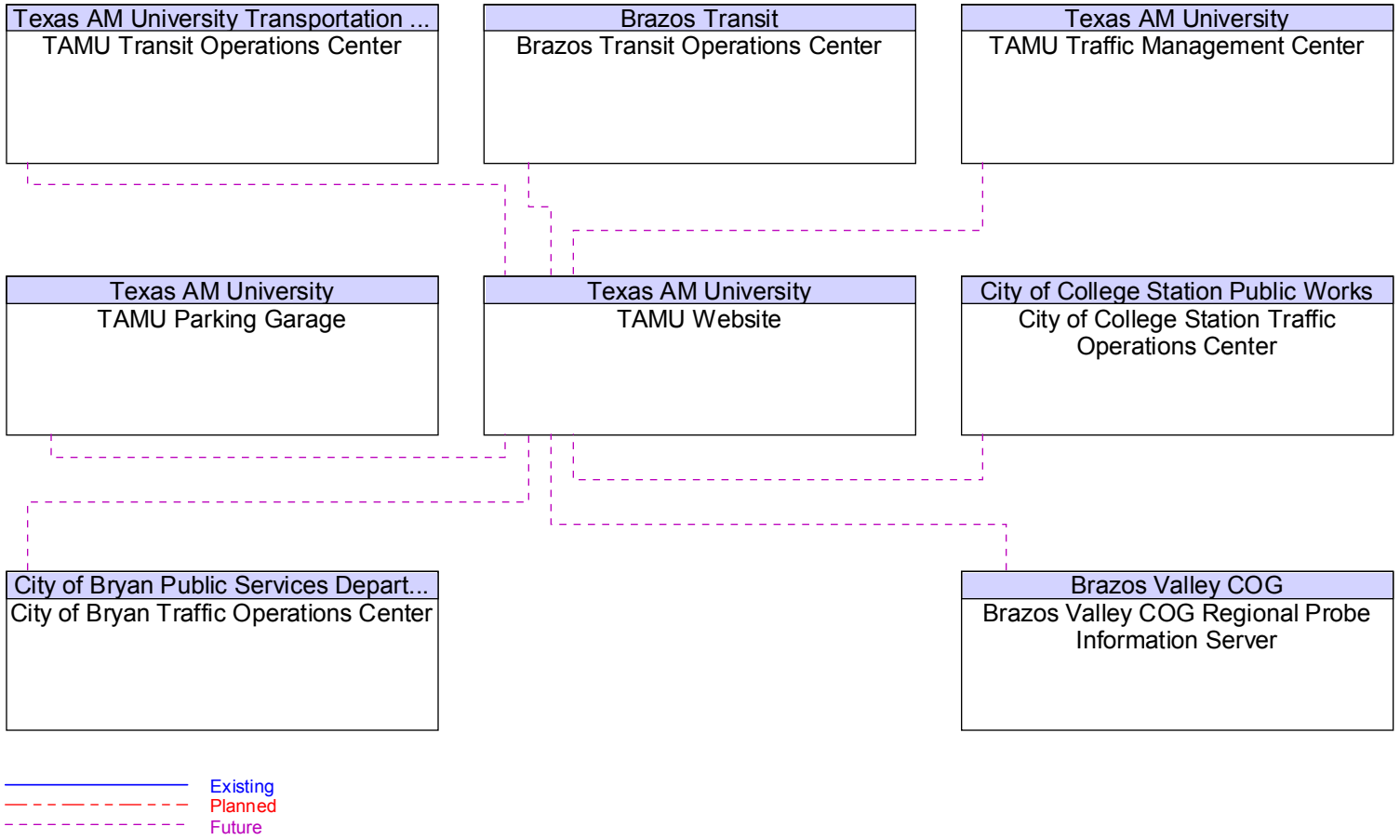


Figure B118 – Texas Education Association Ridership Office Interfaces

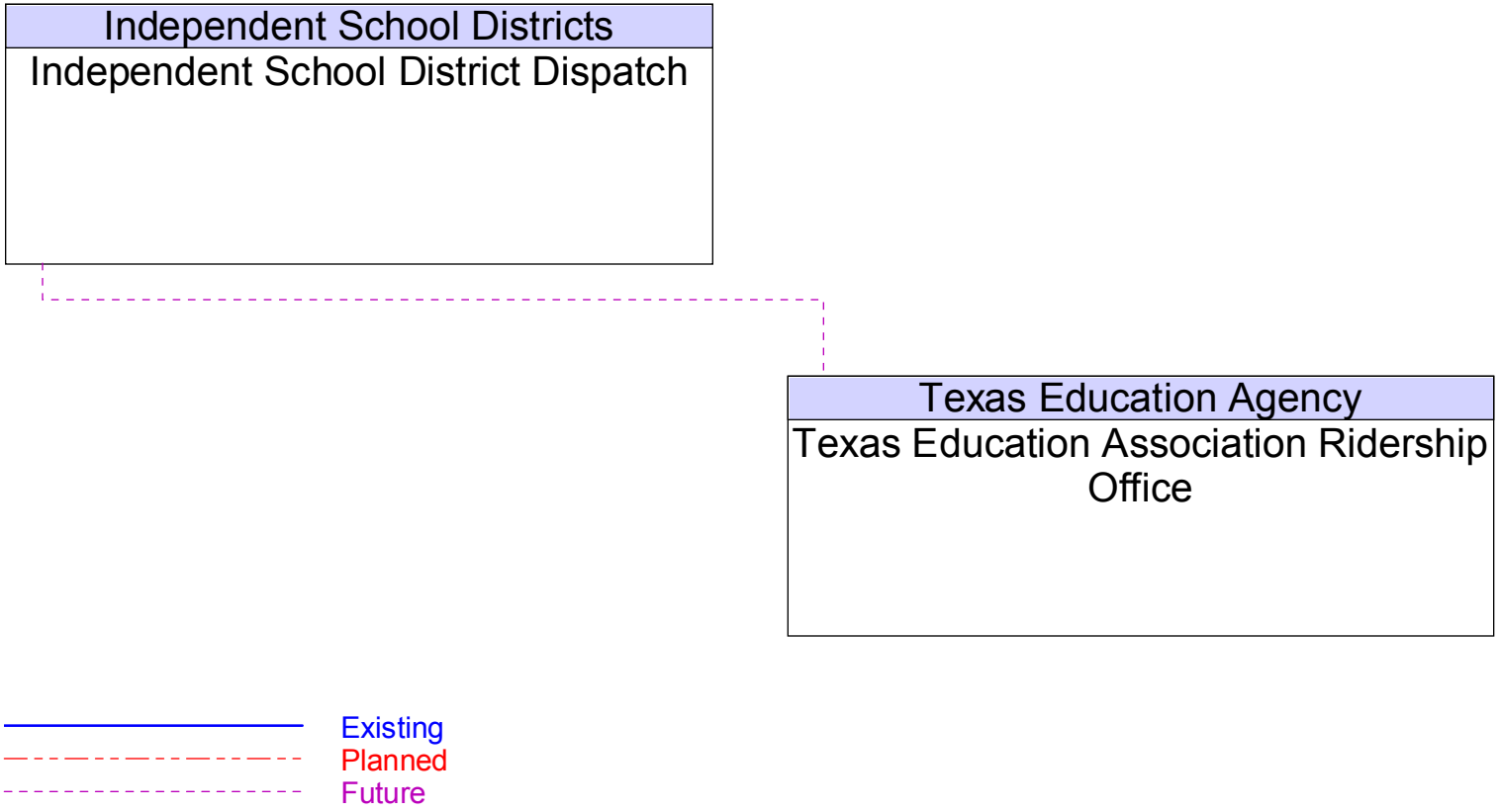


Figure B119 – TranStar and Other Texas Region TMCs Interfaces

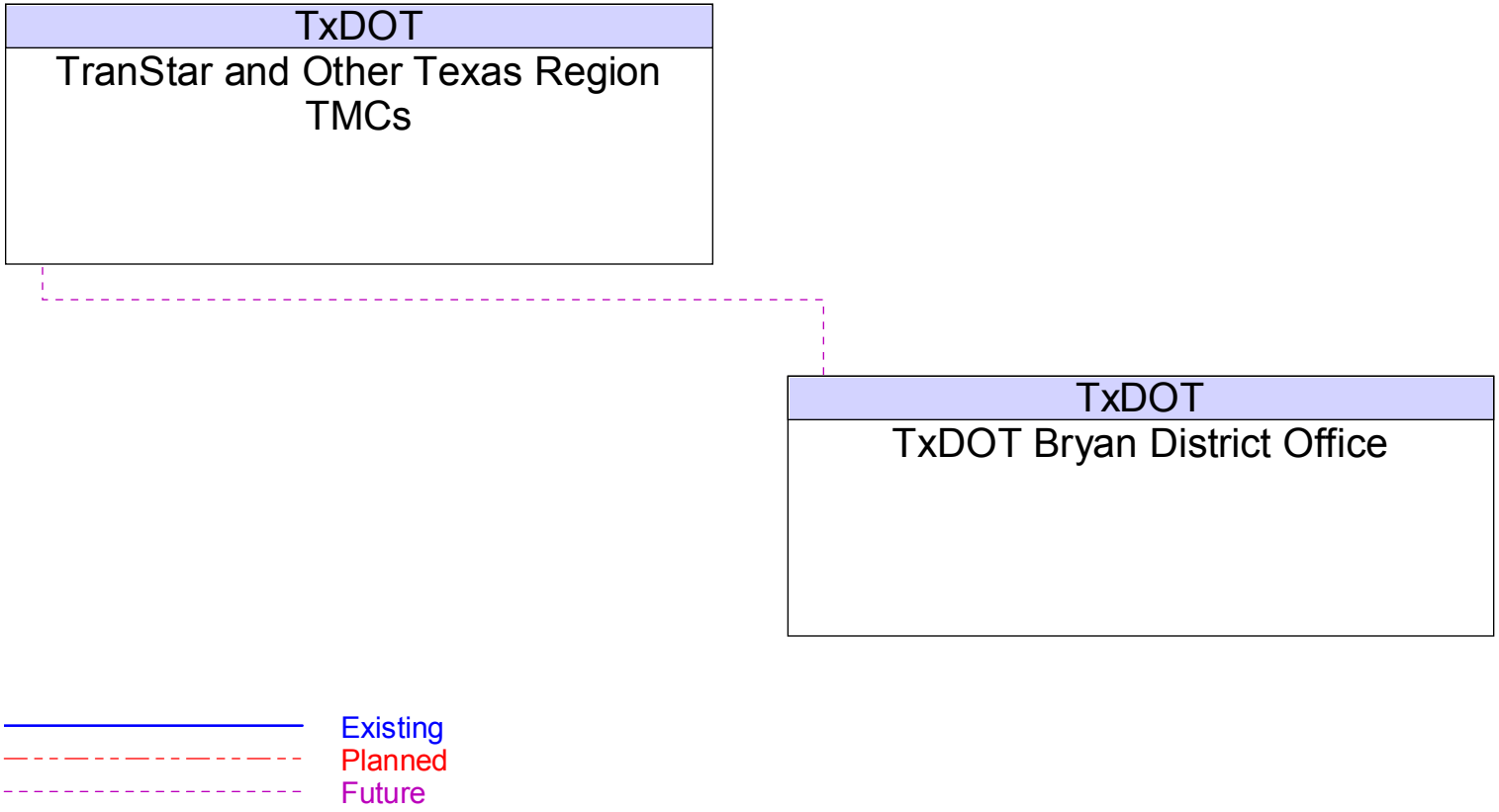


Figure B120 – TTI Field Equipment Interfaces

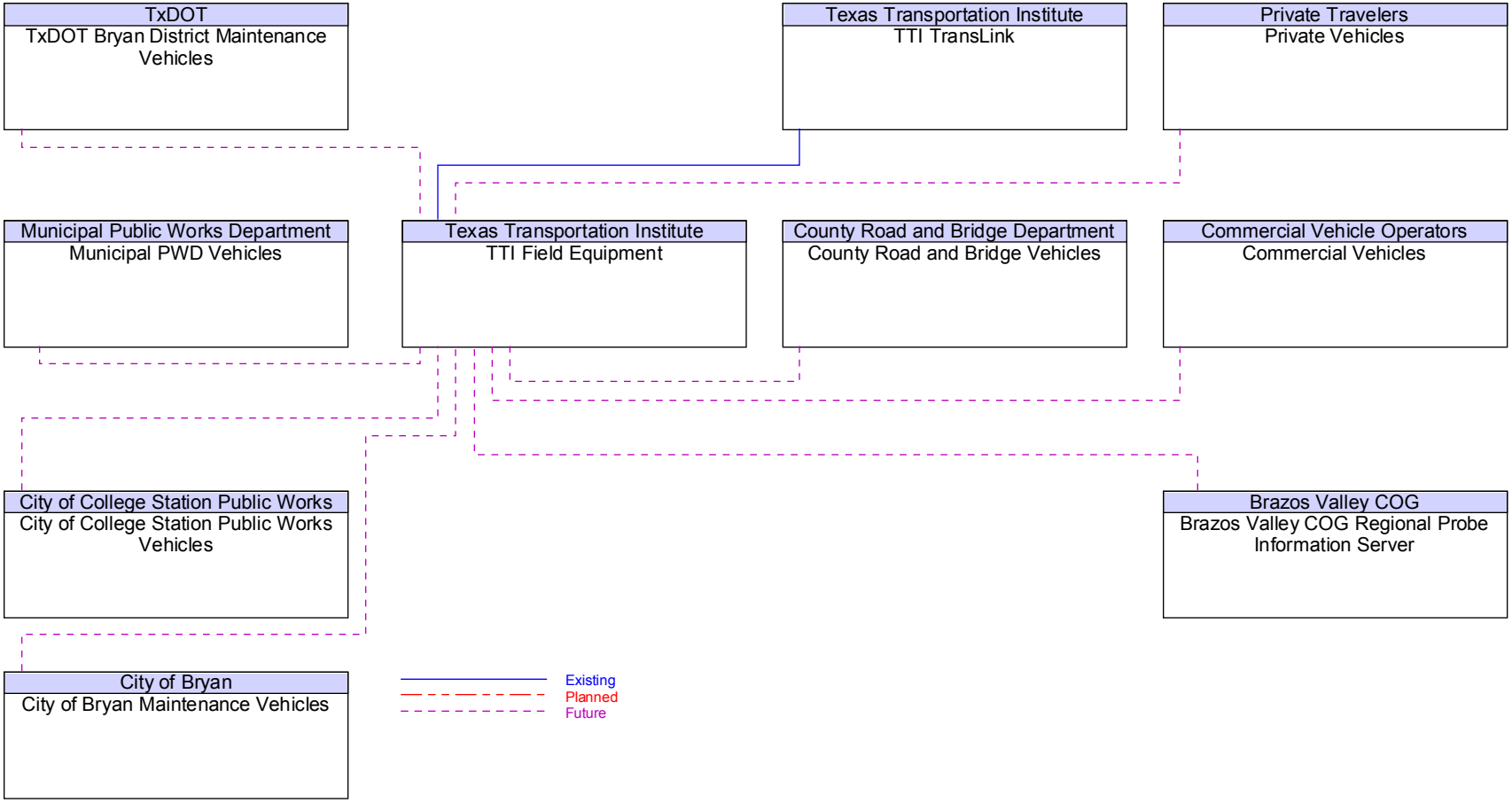


Figure B121 – TTI TransLink Interfaces

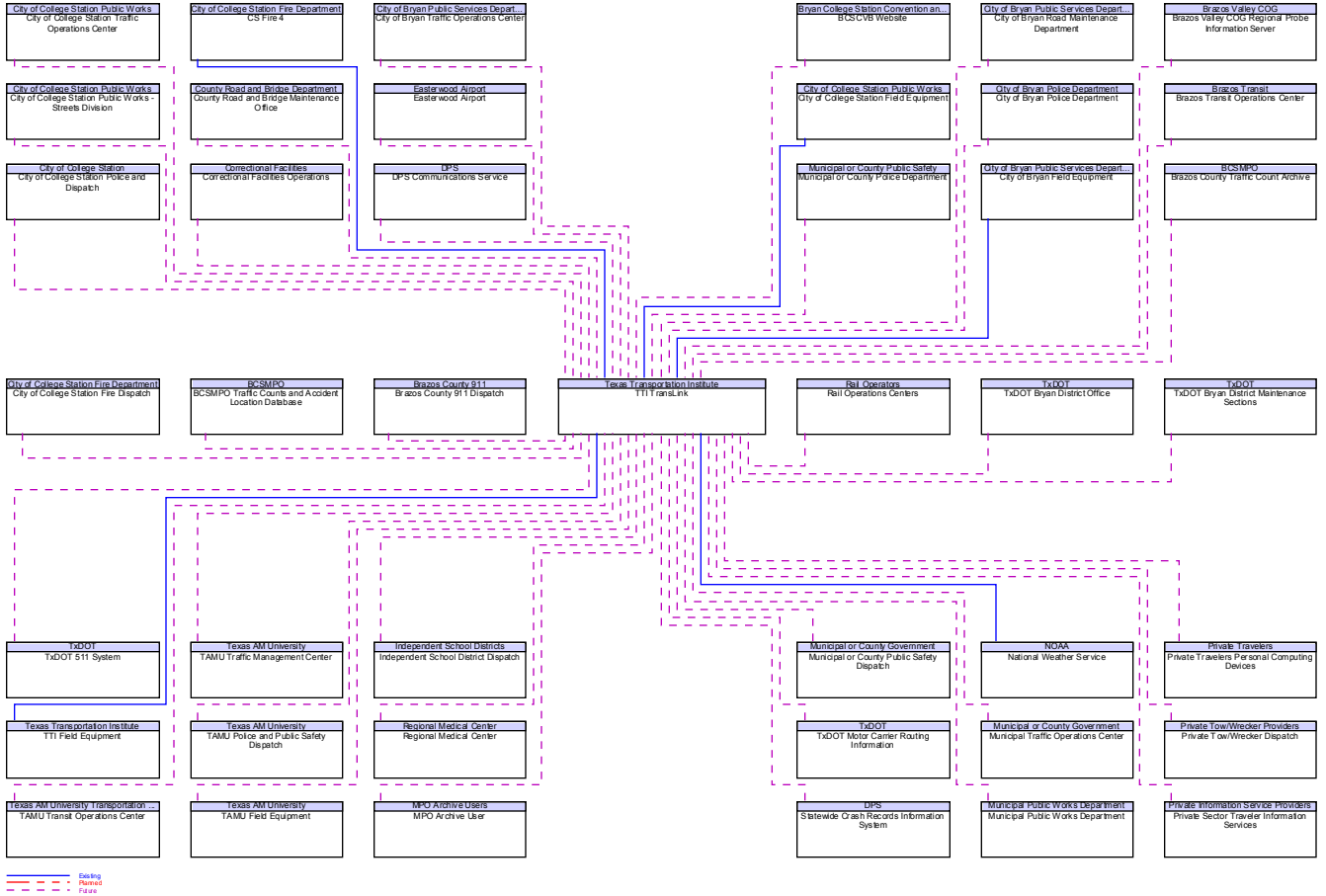


Figure B122 – TxDOT 511 System Interfaces

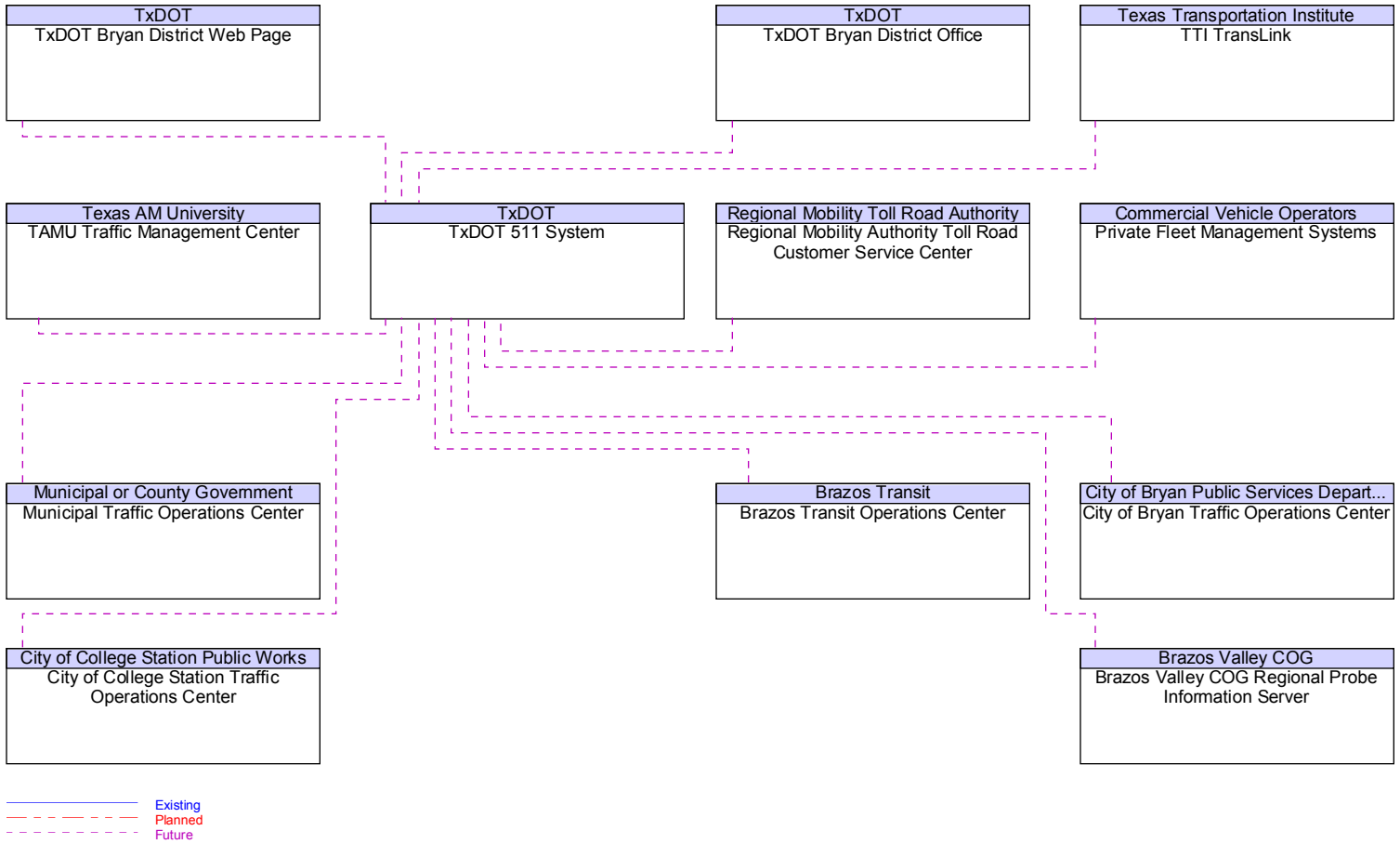


Figure B123 – TxDOT BRINSAP Interfaces

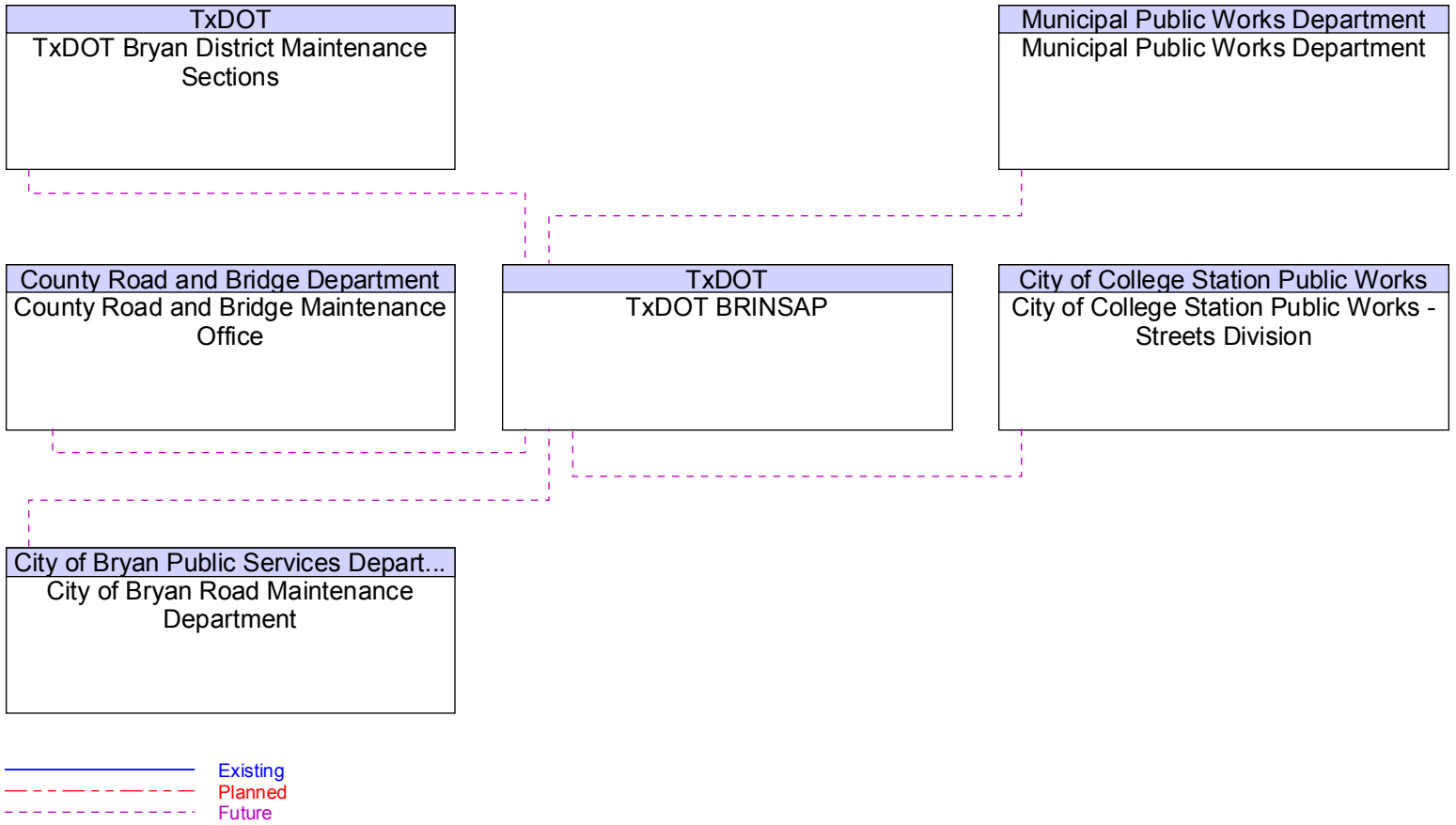


Figure B124 – TxDOT Bryan District Area Engineers Office Interfaces

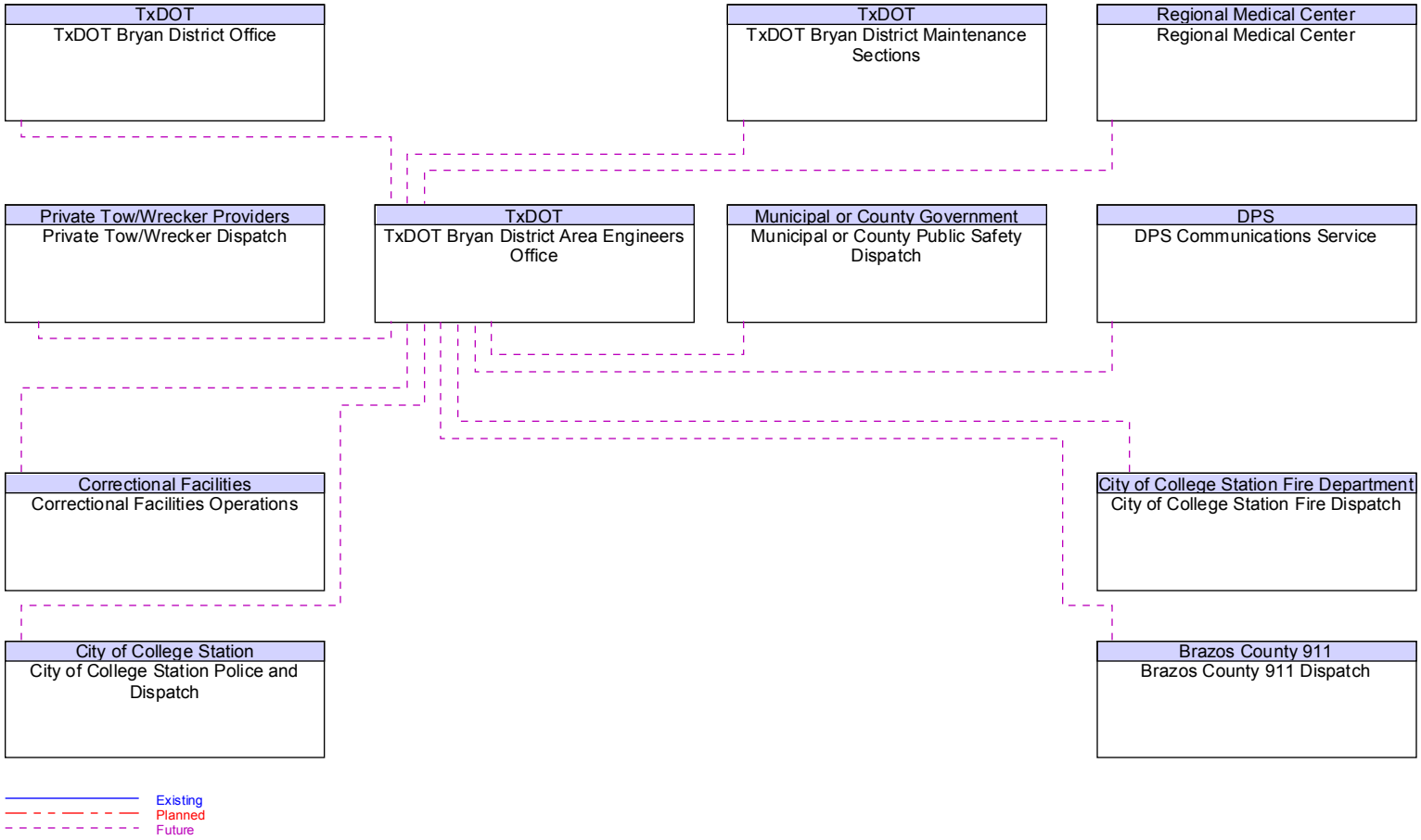


Figure B125 – TxDOT Bryan District CCTV Interfaces

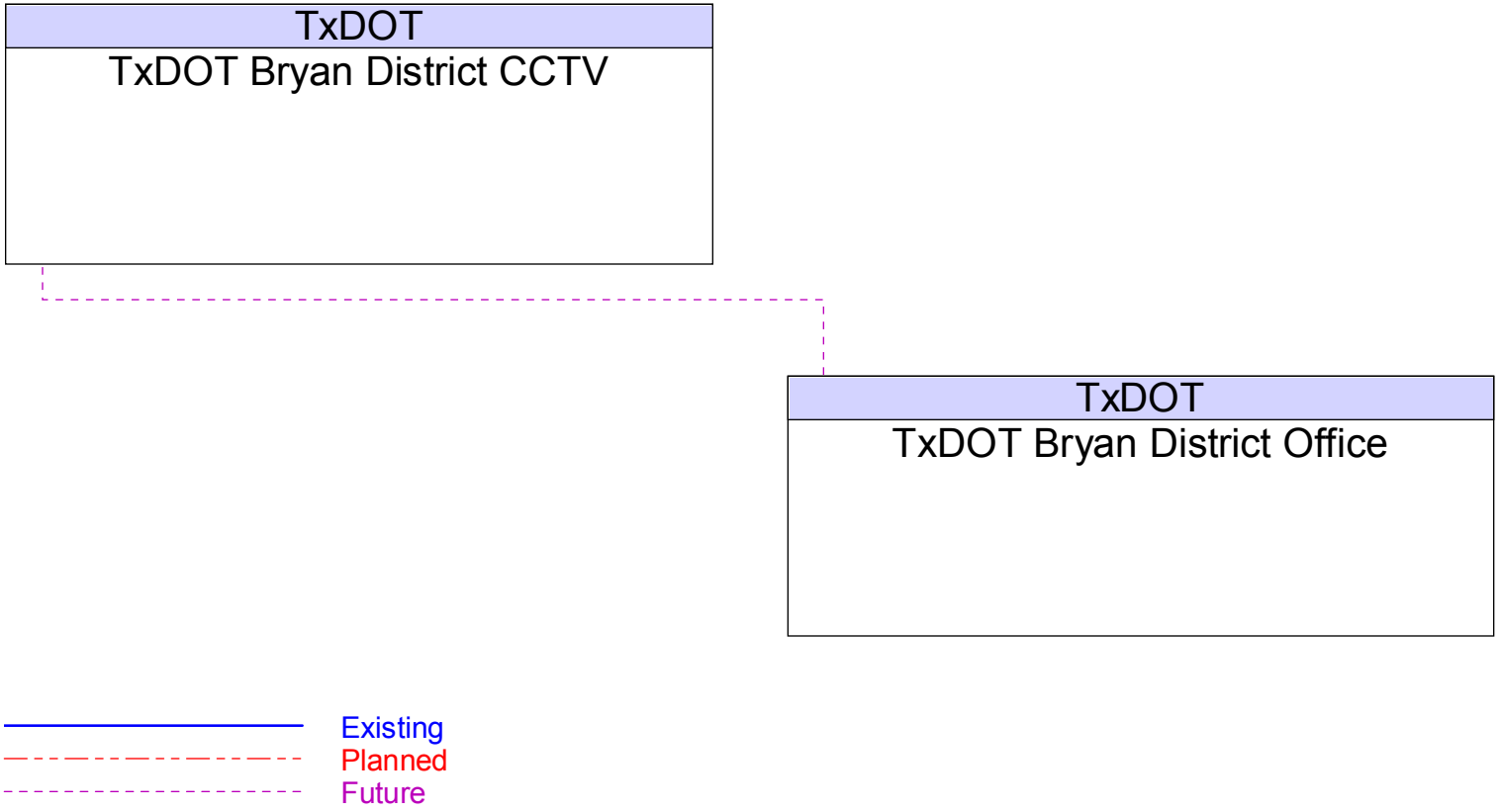


Figure B126 – TxDOT Bryan District College Station Traffic Recorders Interfaces

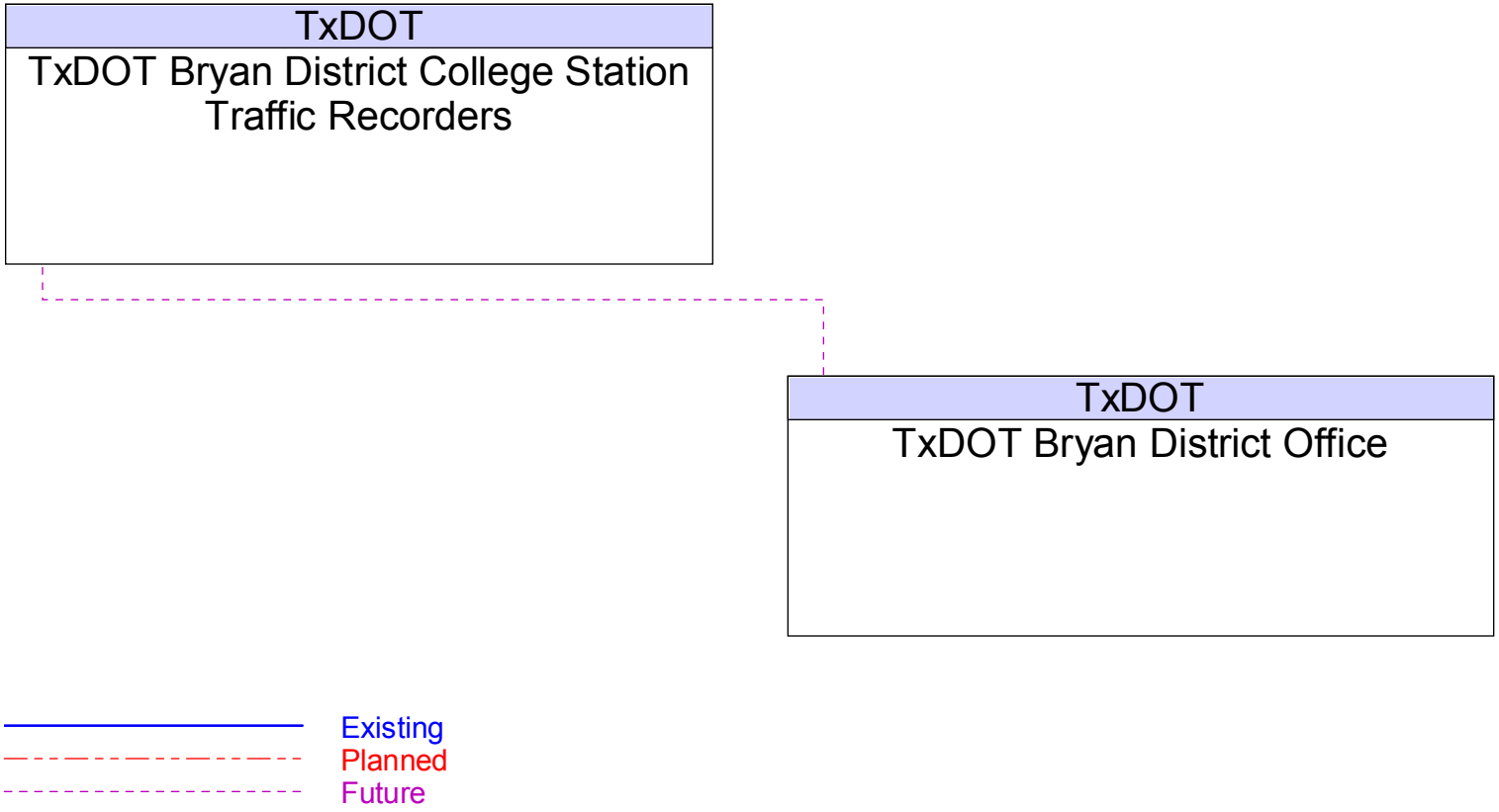


Figure B127 – TxDOT Bryan District DMS Interfaces

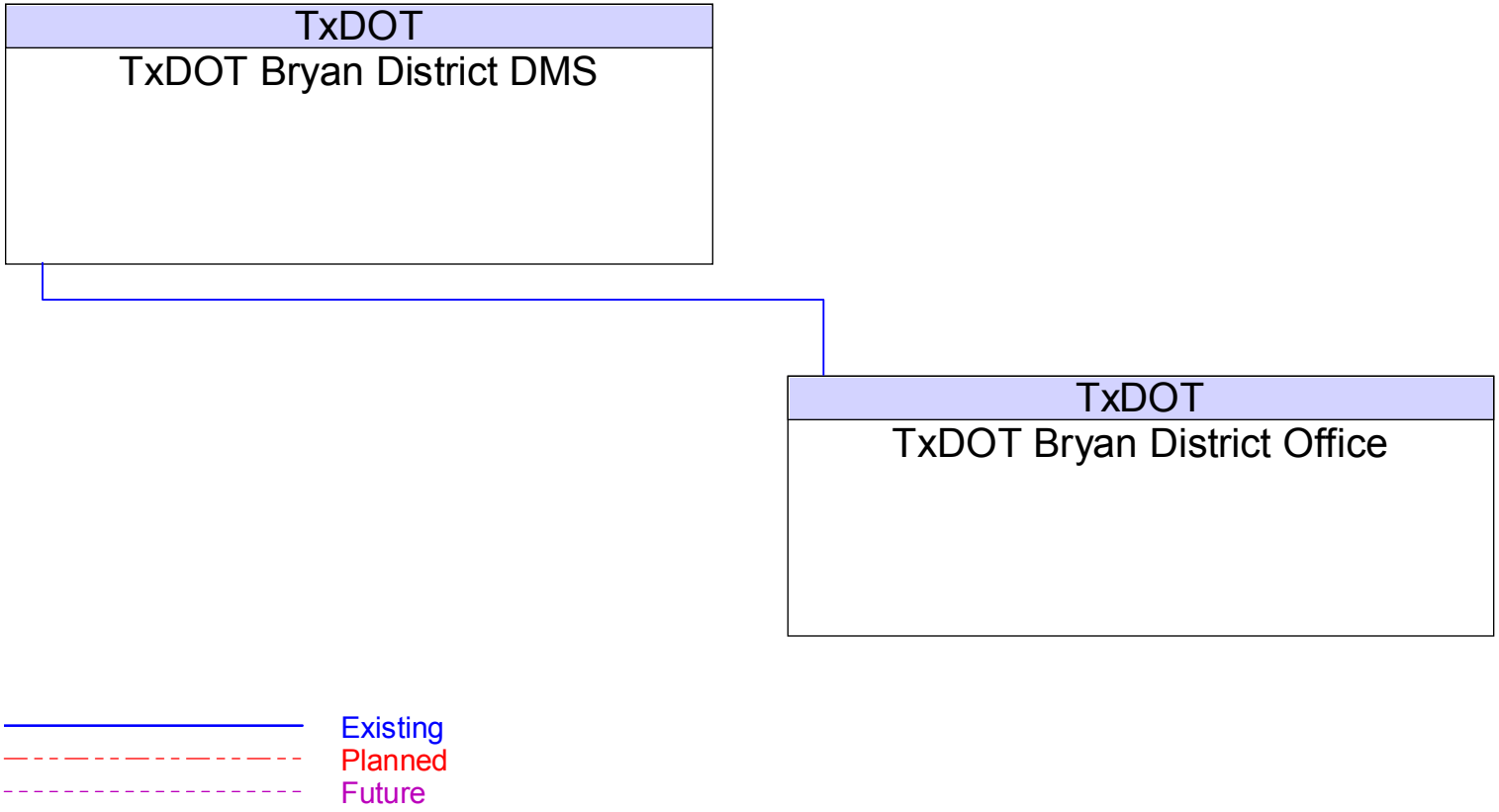


Figure B128 – TxDOT Bryan District Field Sensors Interfaces

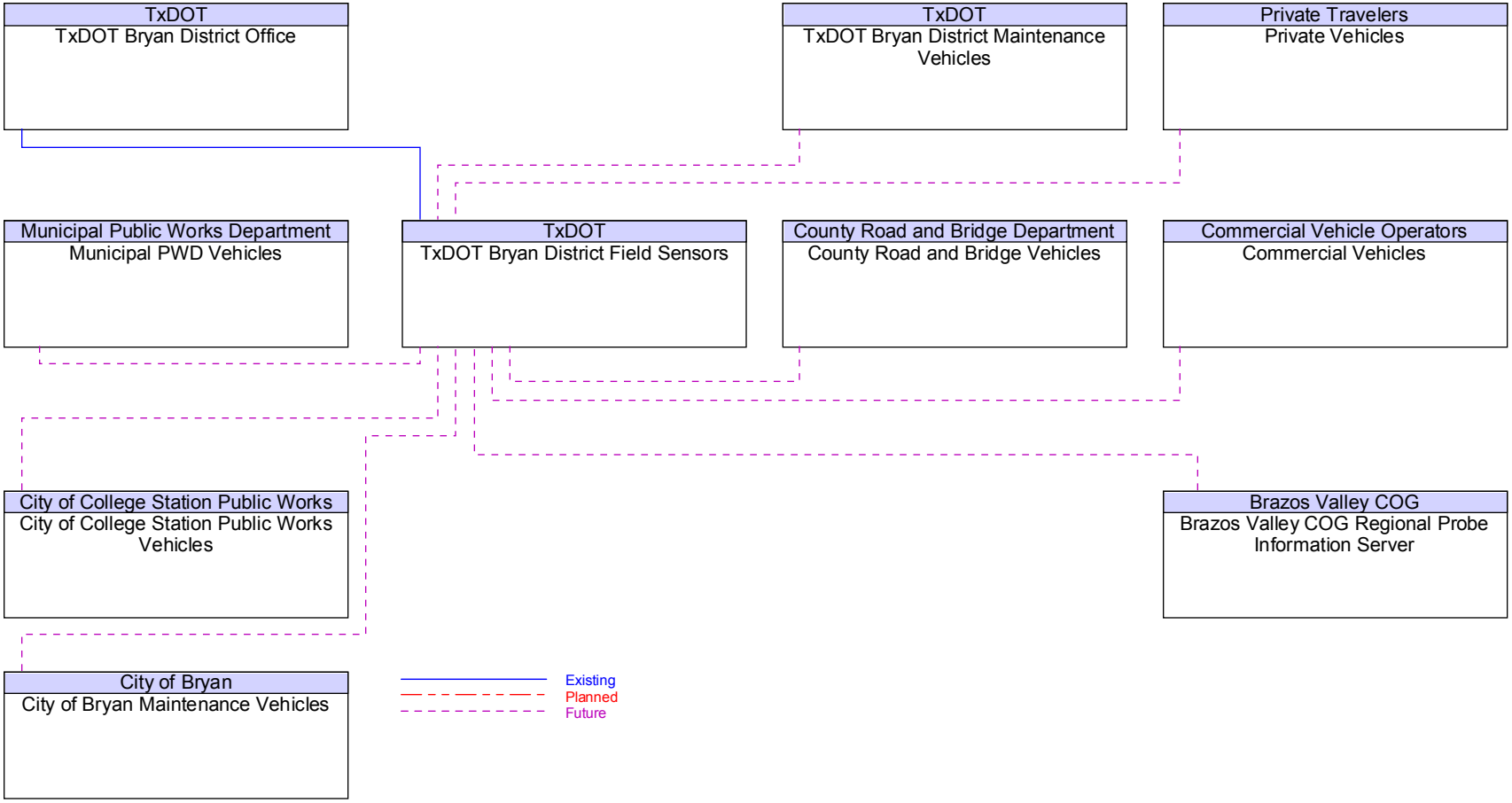


Figure B129 – TxDOT Bryan District Flood Detection Interfaces

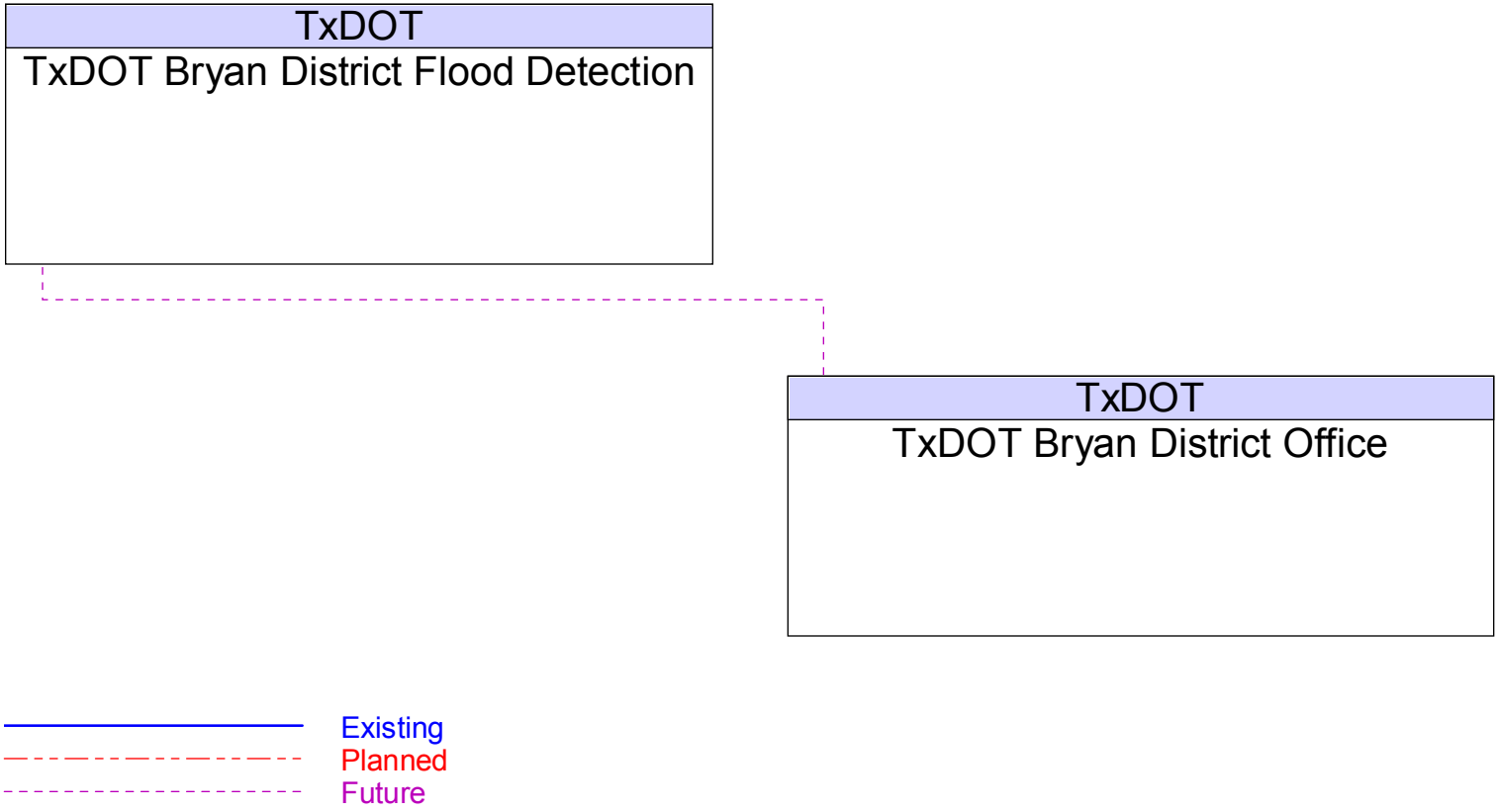


Figure B130 – TxDOT Bryan District HAR Interfaces

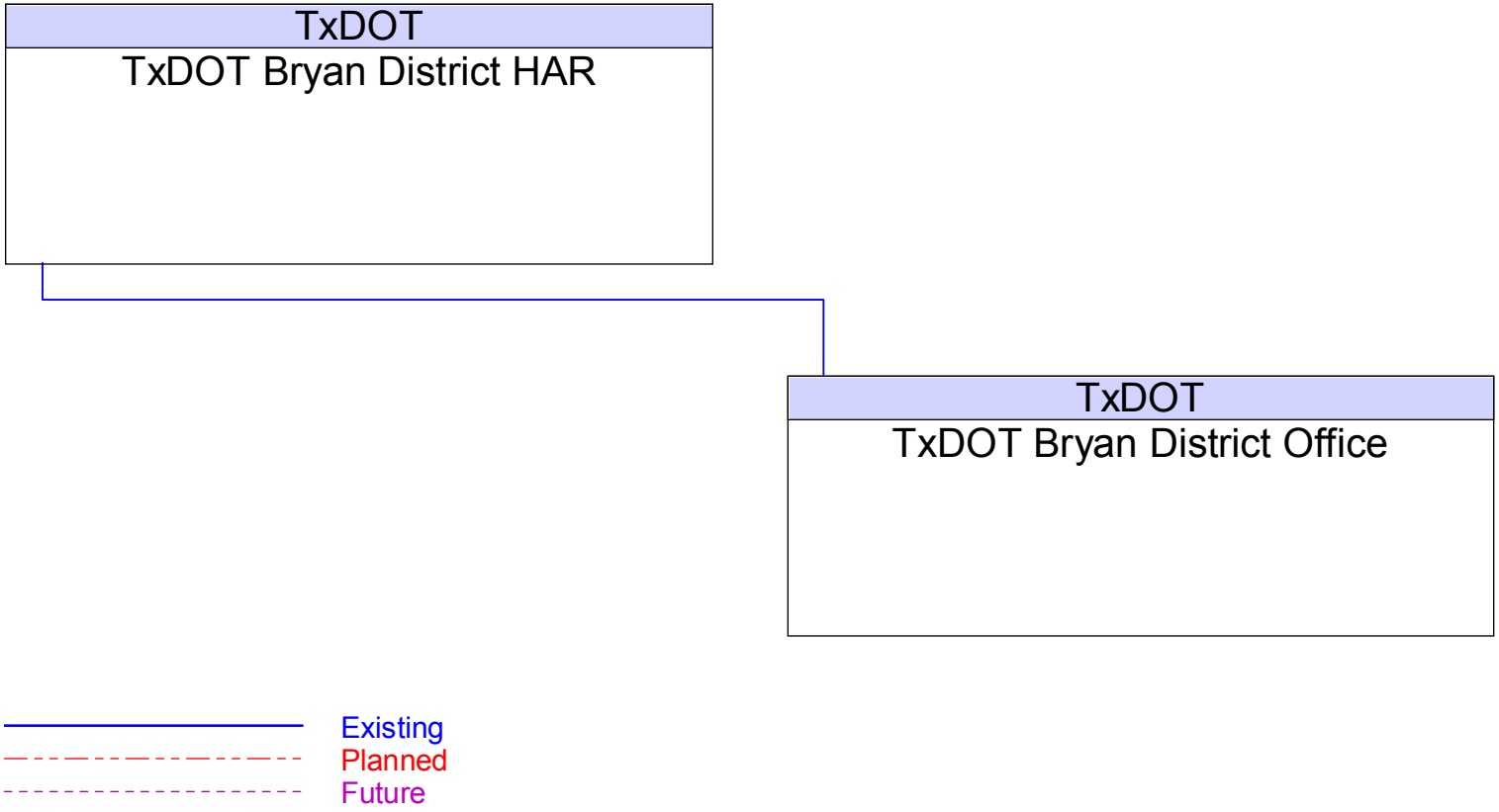


Figure B131 – TxDOT Bryan District Maintenance Sections Interfaces

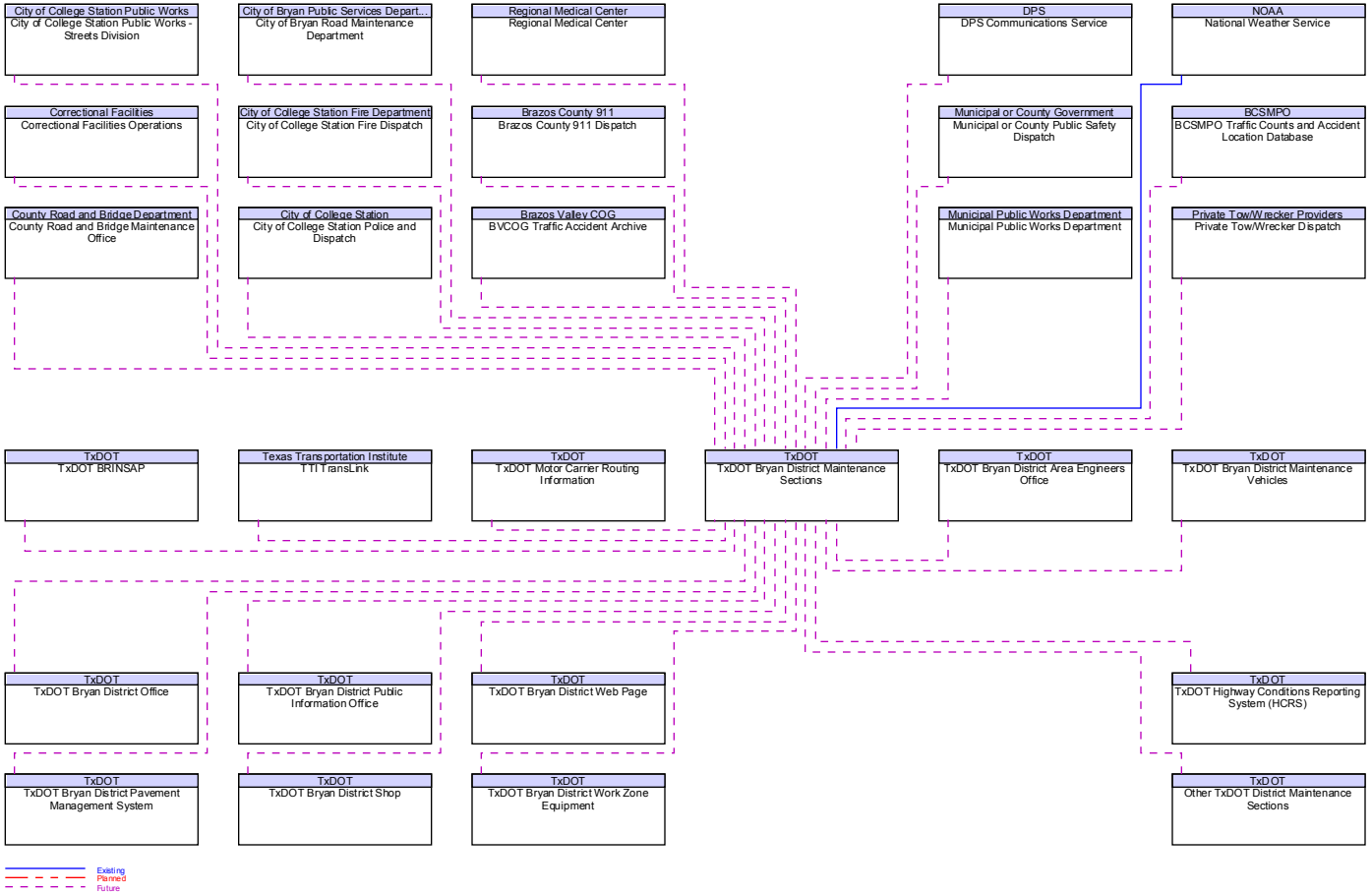


Figure B132 – TxDOT Bryan District Maintenance Vehicles Interfaces

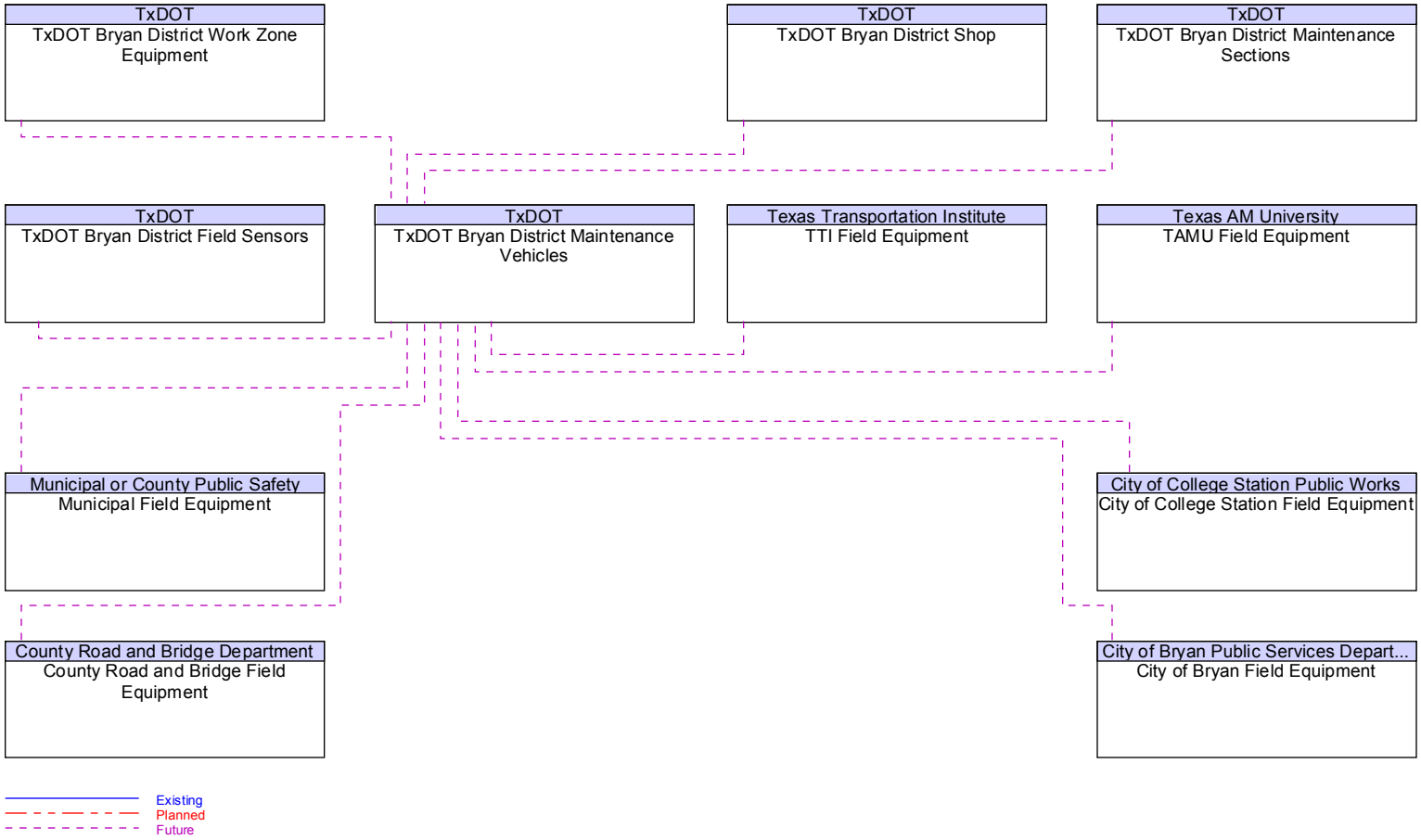


Figure B133 – TxDOT Bryan District Office Interfaces

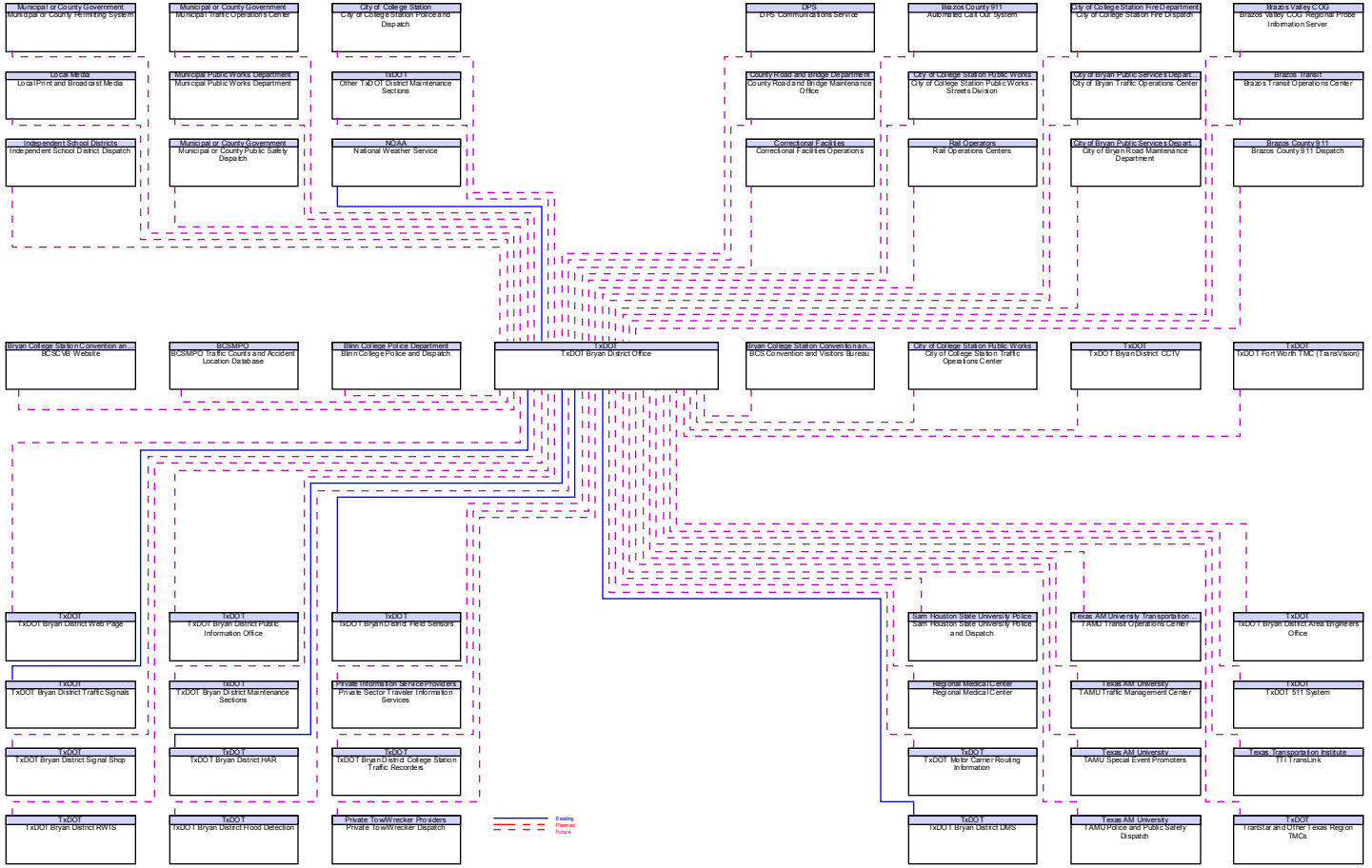


Figure B134 – TxDOT Bryan District Pavement Management System Interfaces

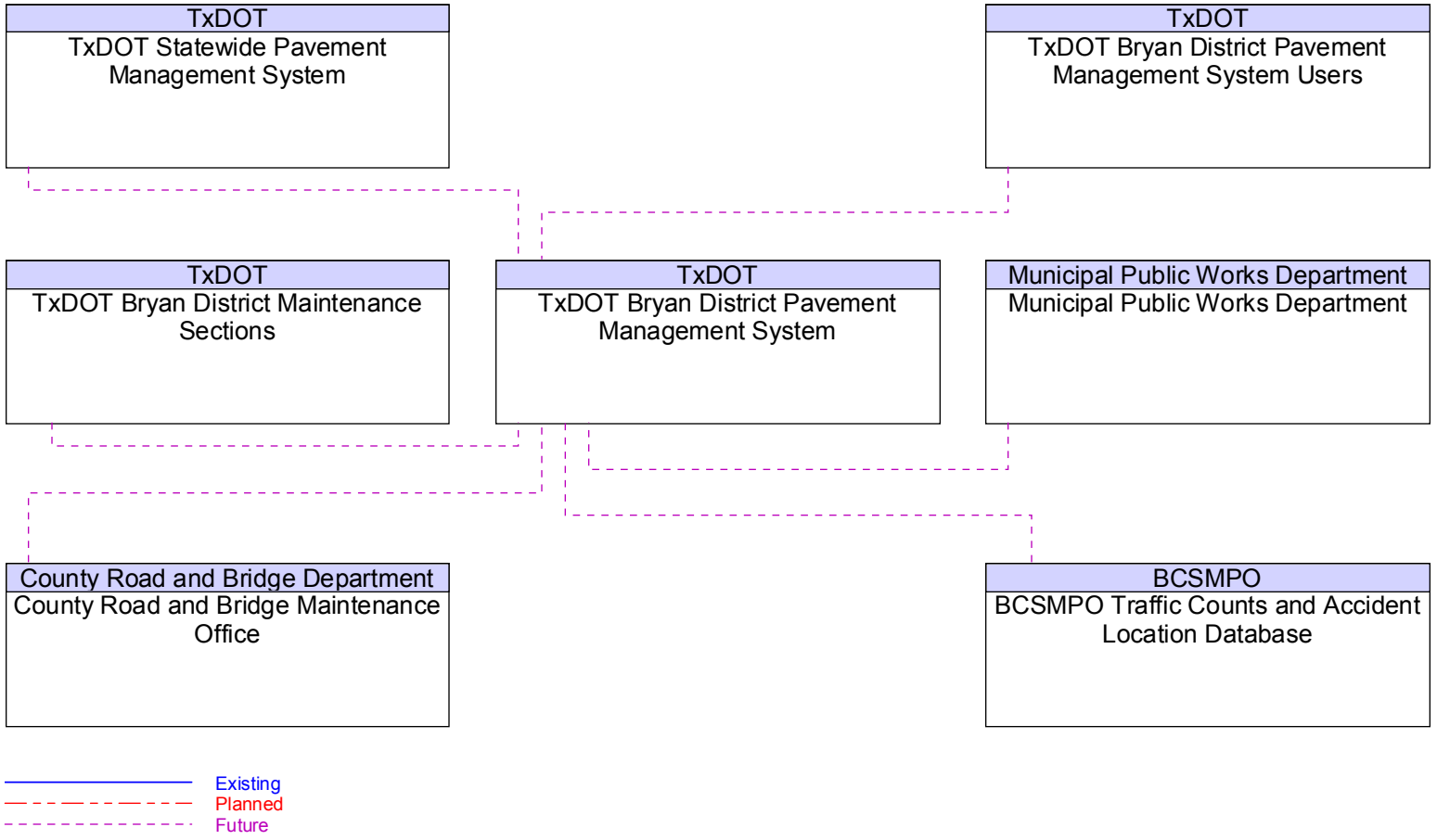


Figure B135 – TxDOT Bryan District Pavement Management System Users Interfaces

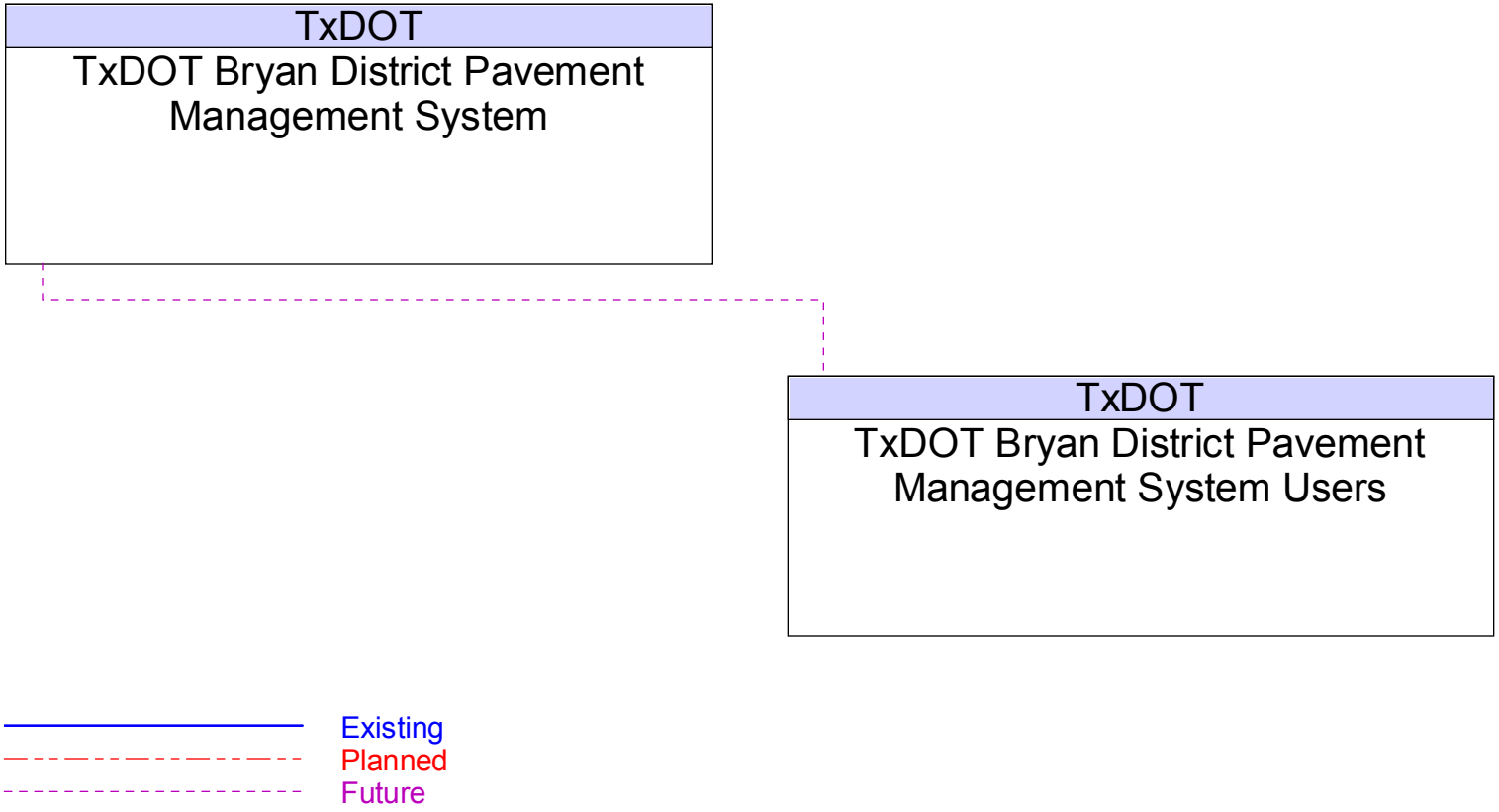


Figure B136 – TxDOT Bryan District Public Information Office Interfaces

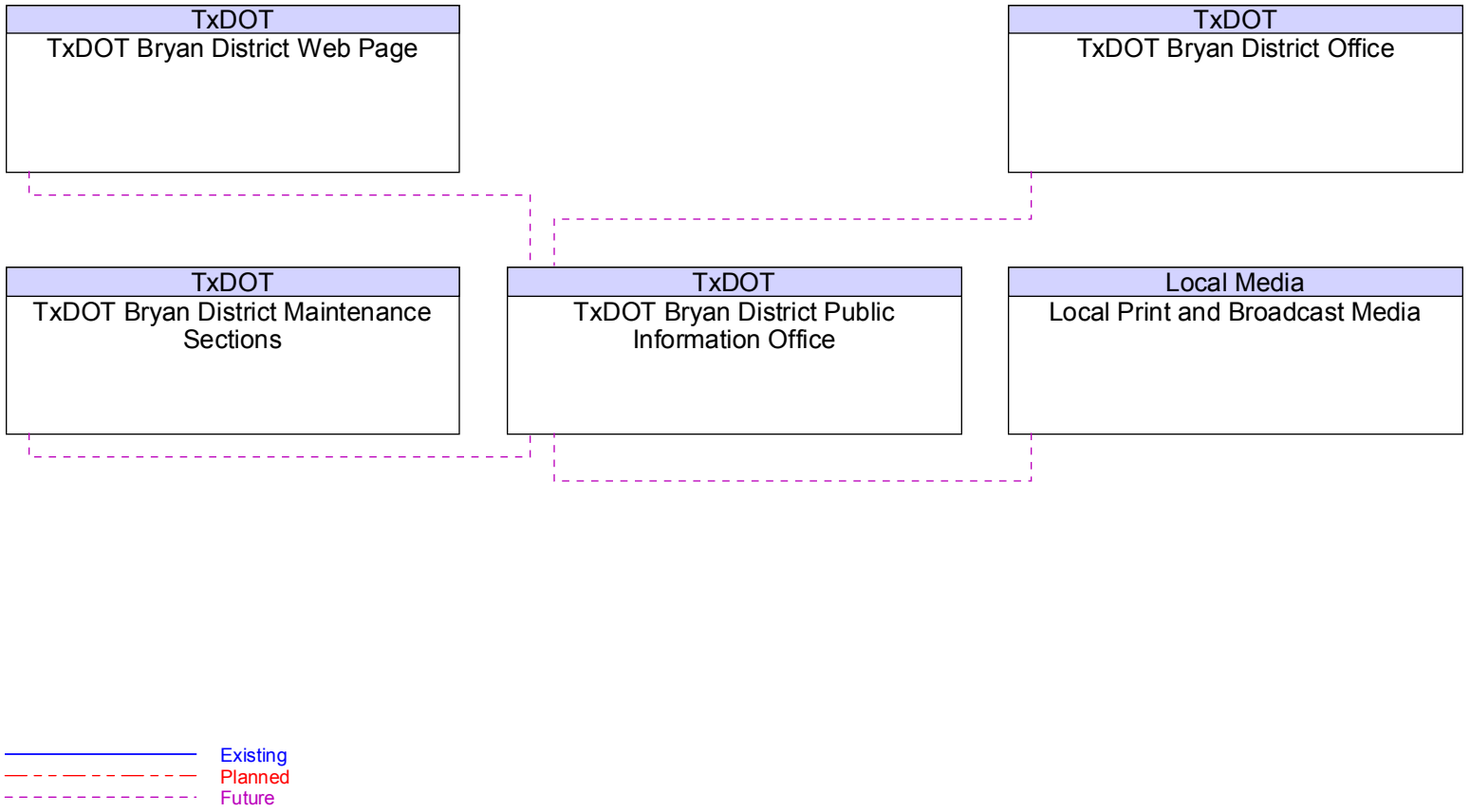


Figure B137 – TxDOT Bryan District Public Transportation Management System (PTMS) Interfaces

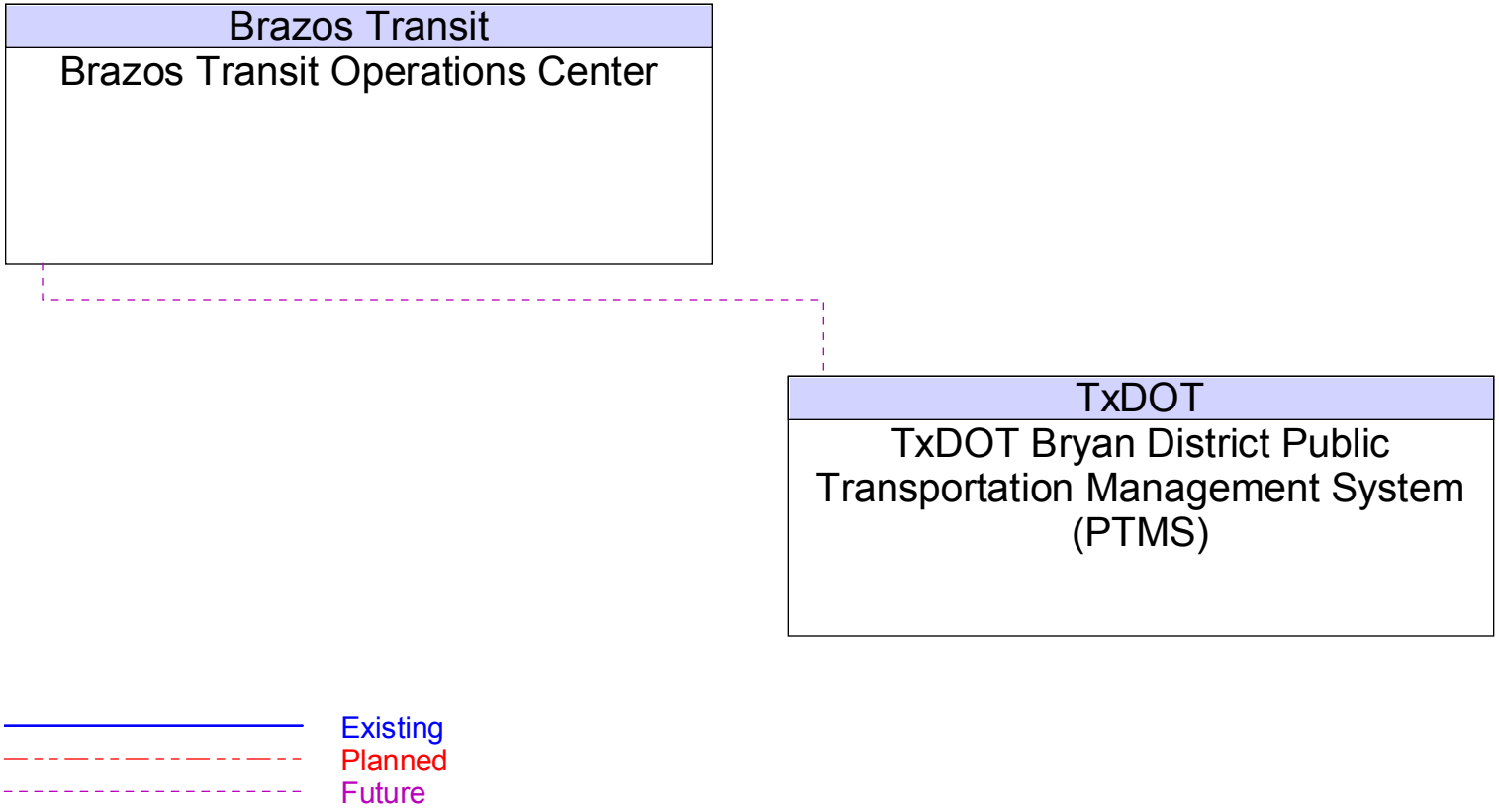


Figure B138 – TxDOT Bryan District RWIS Interfaces

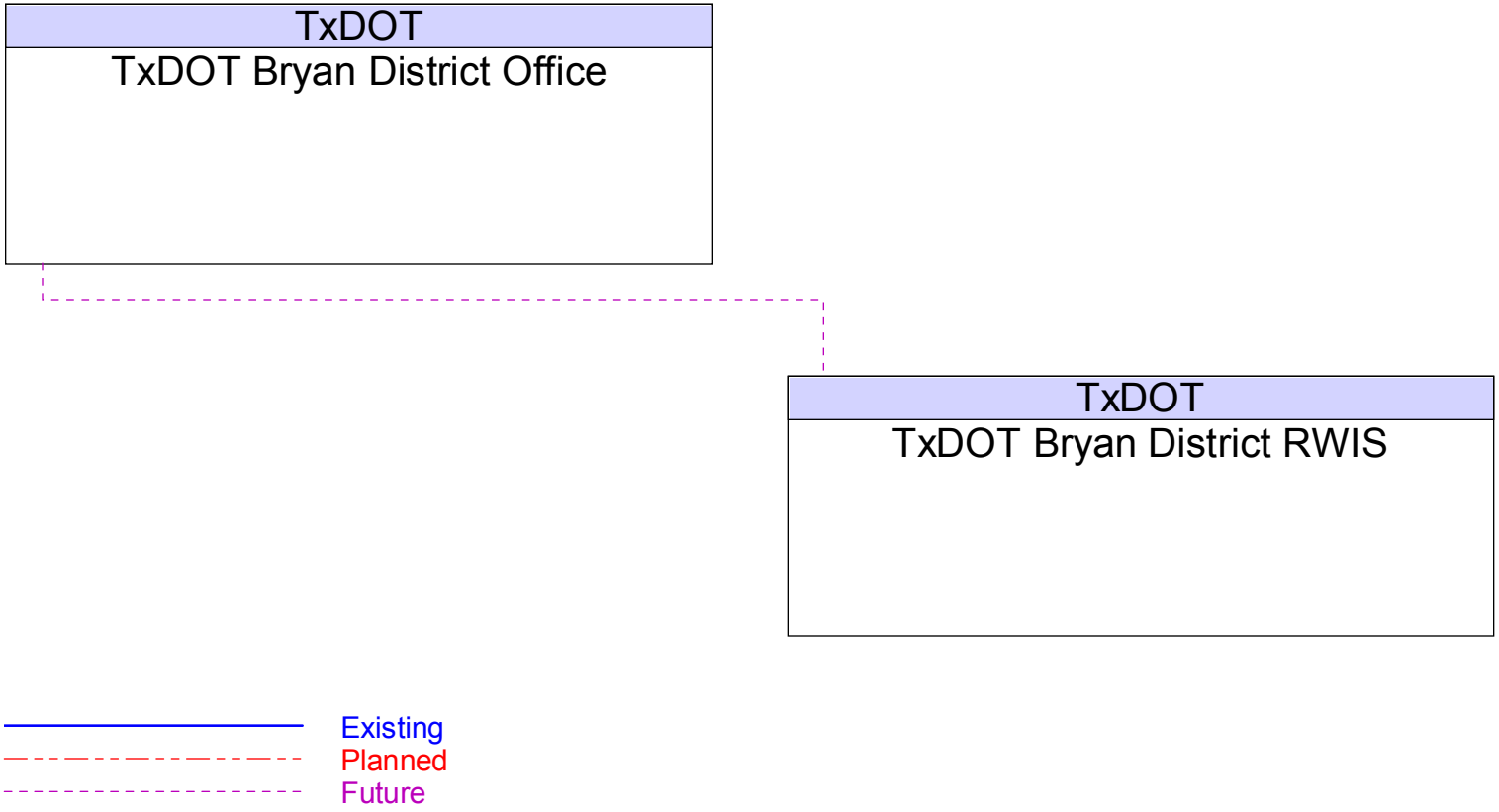


Figure B139 – TxDOT Bryan District Shop Interfaces

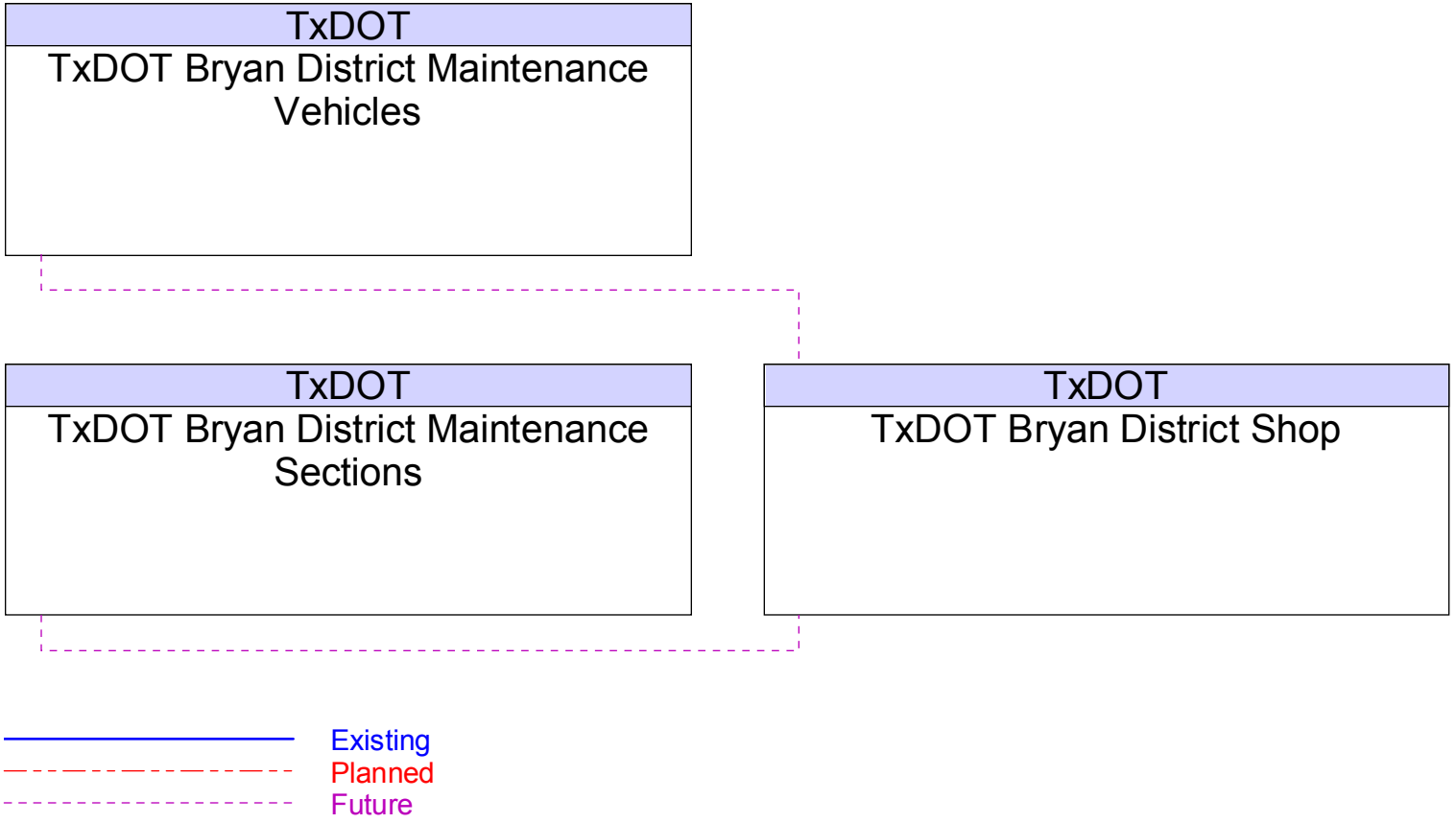


Figure B140 – TxDOT Bryan District Signal Shop Interfaces

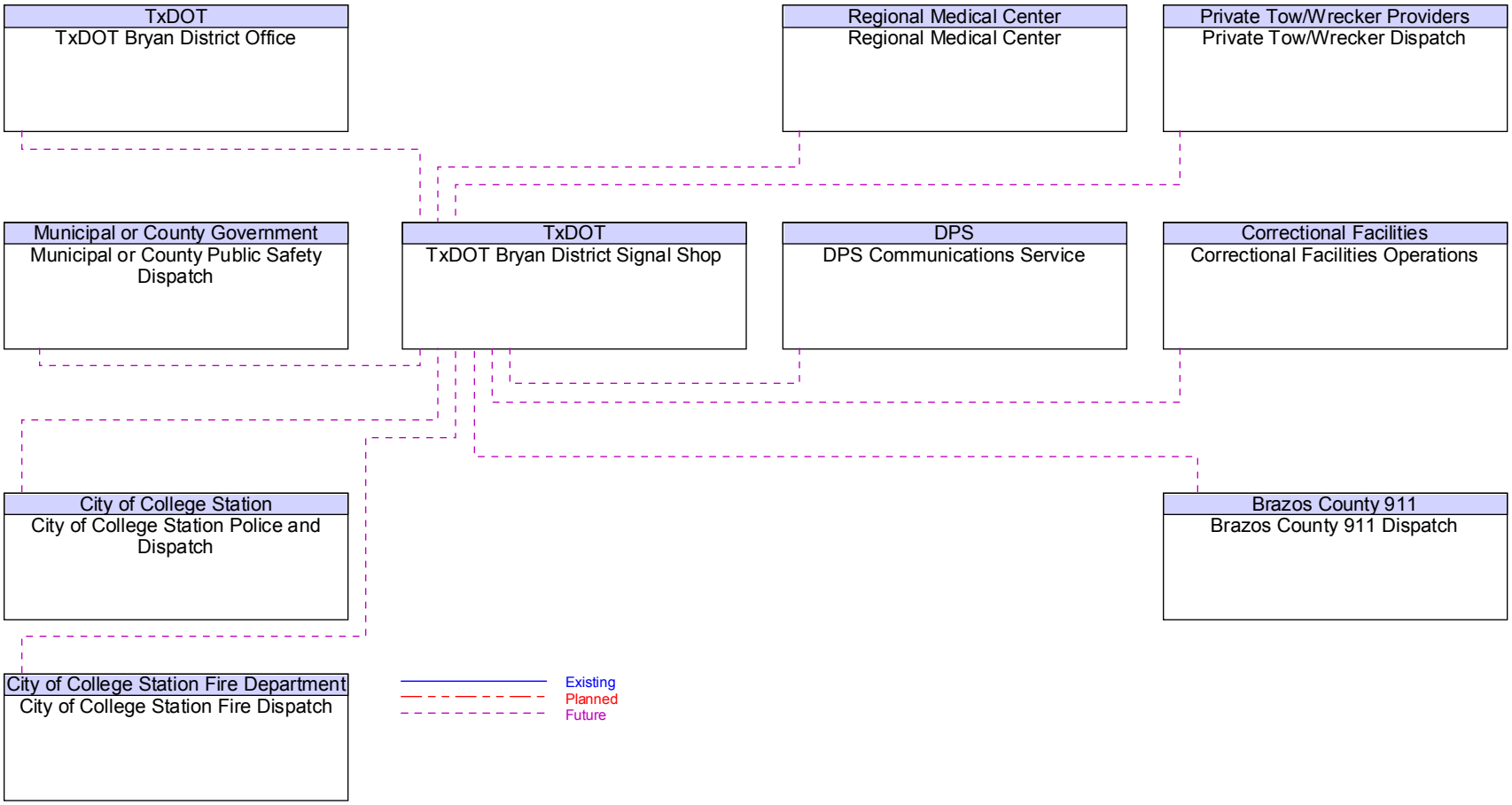


Figure B141 – TxDOT Bryan District Traffic Signals Interfaces

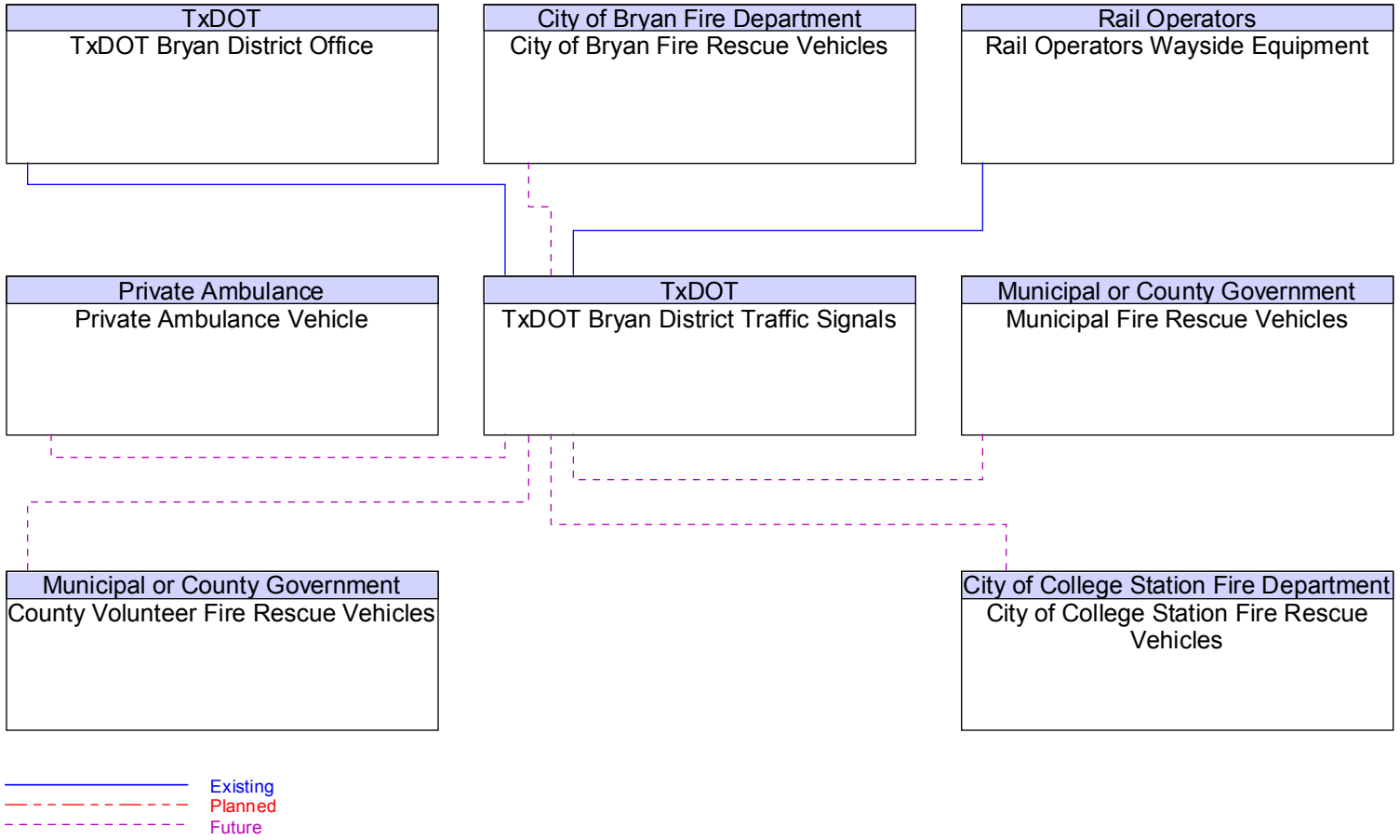


Figure B142 – TxDOT Bryan District Web Page Interfaces

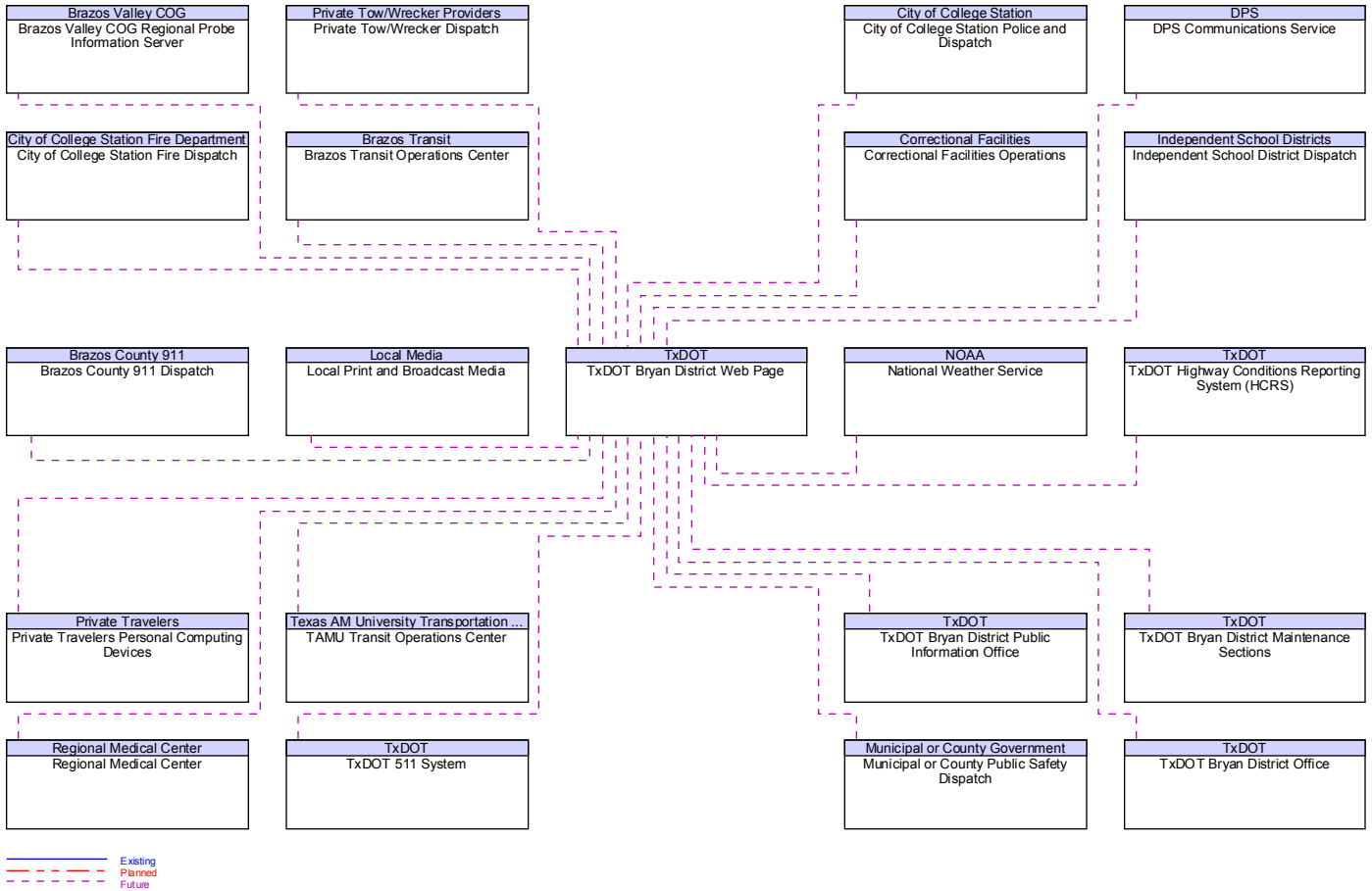


Figure B143 – TxDOT Bryan District Work Zone Equipment Interfaces

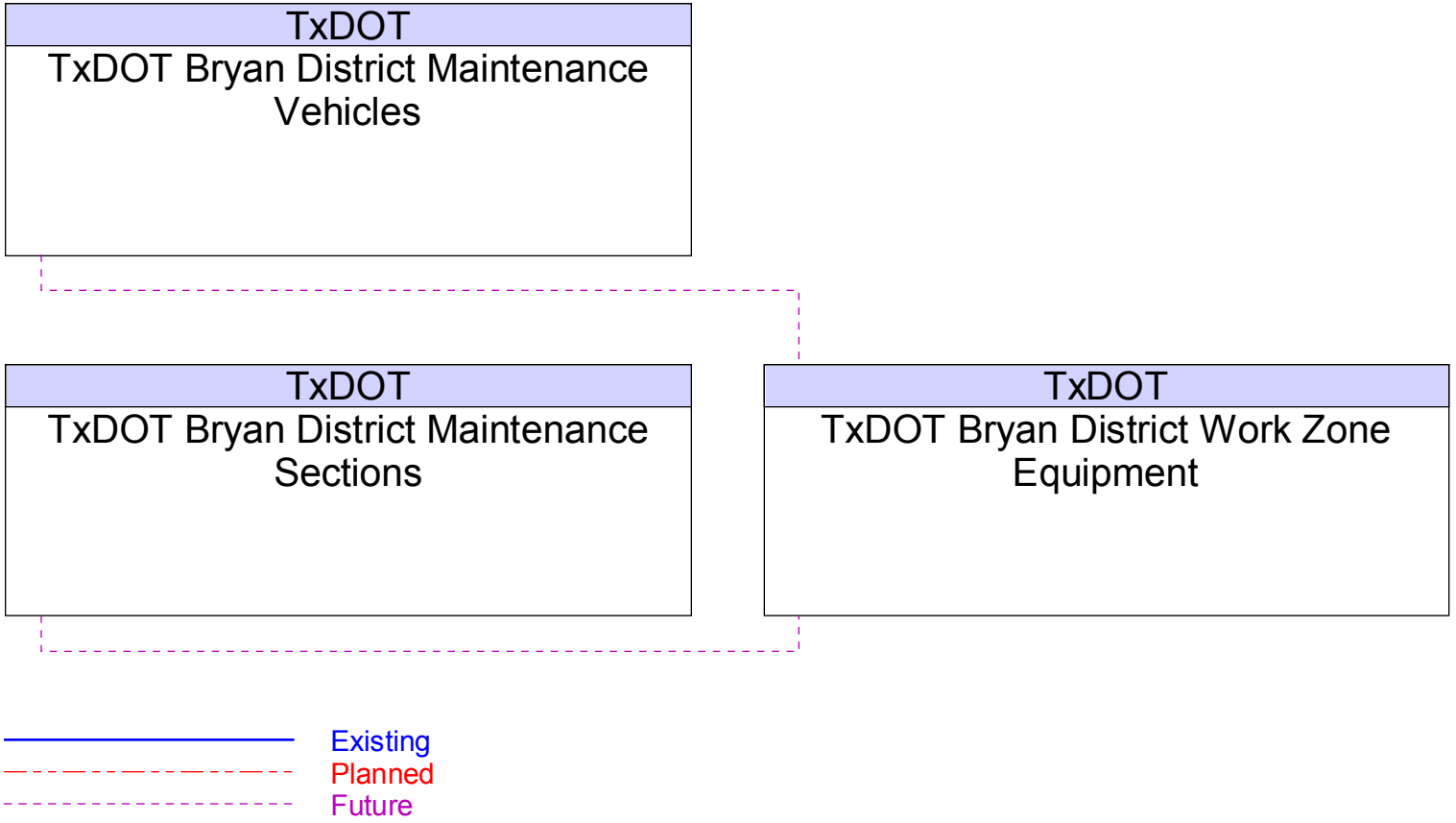


Figure B144 – TxDOT Fort Worth TMC (TransVision) Interfaces

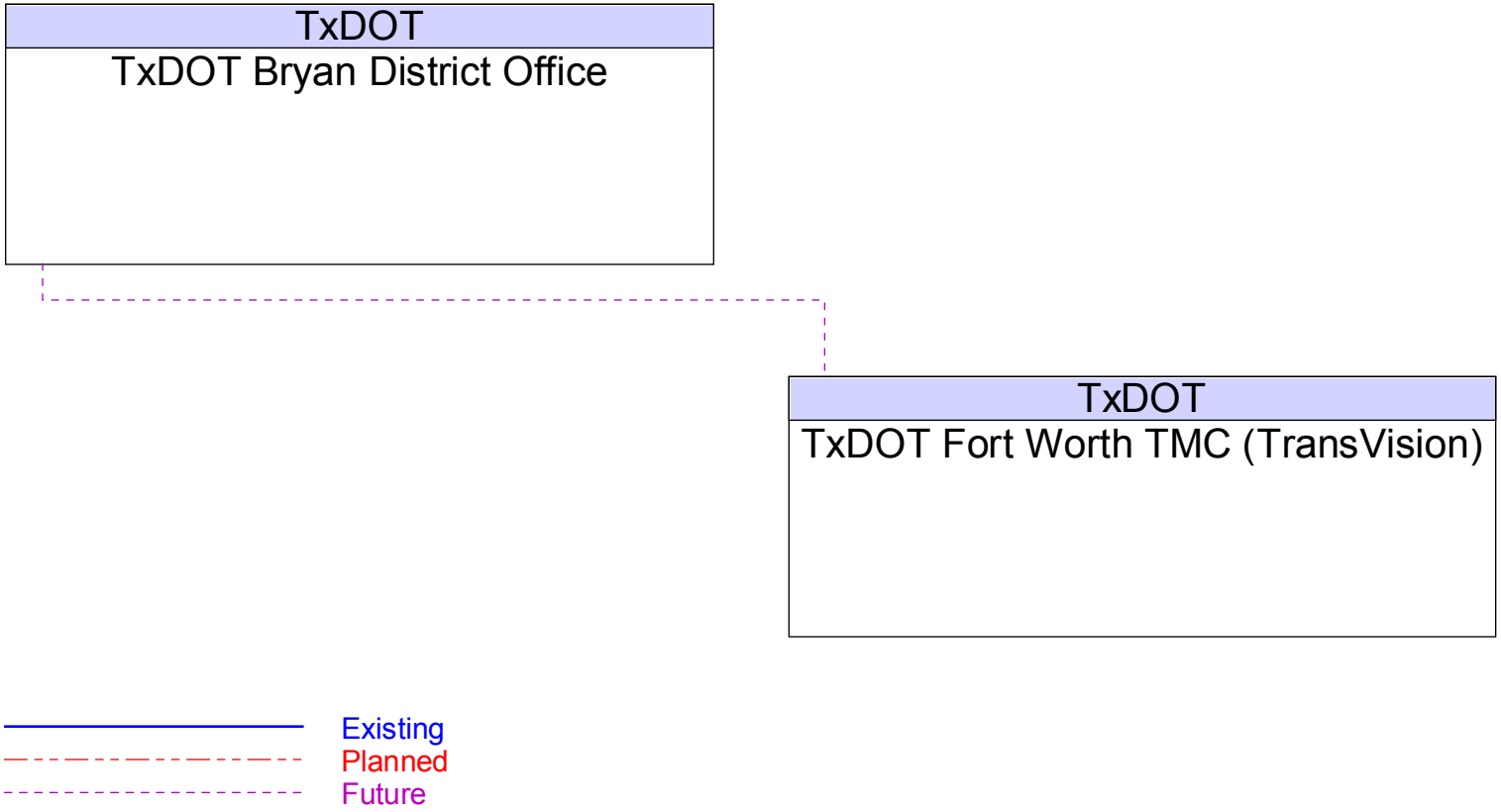


Figure B145 – TxDOT Highway Conditions Reporting System (HCRS) Interfaces

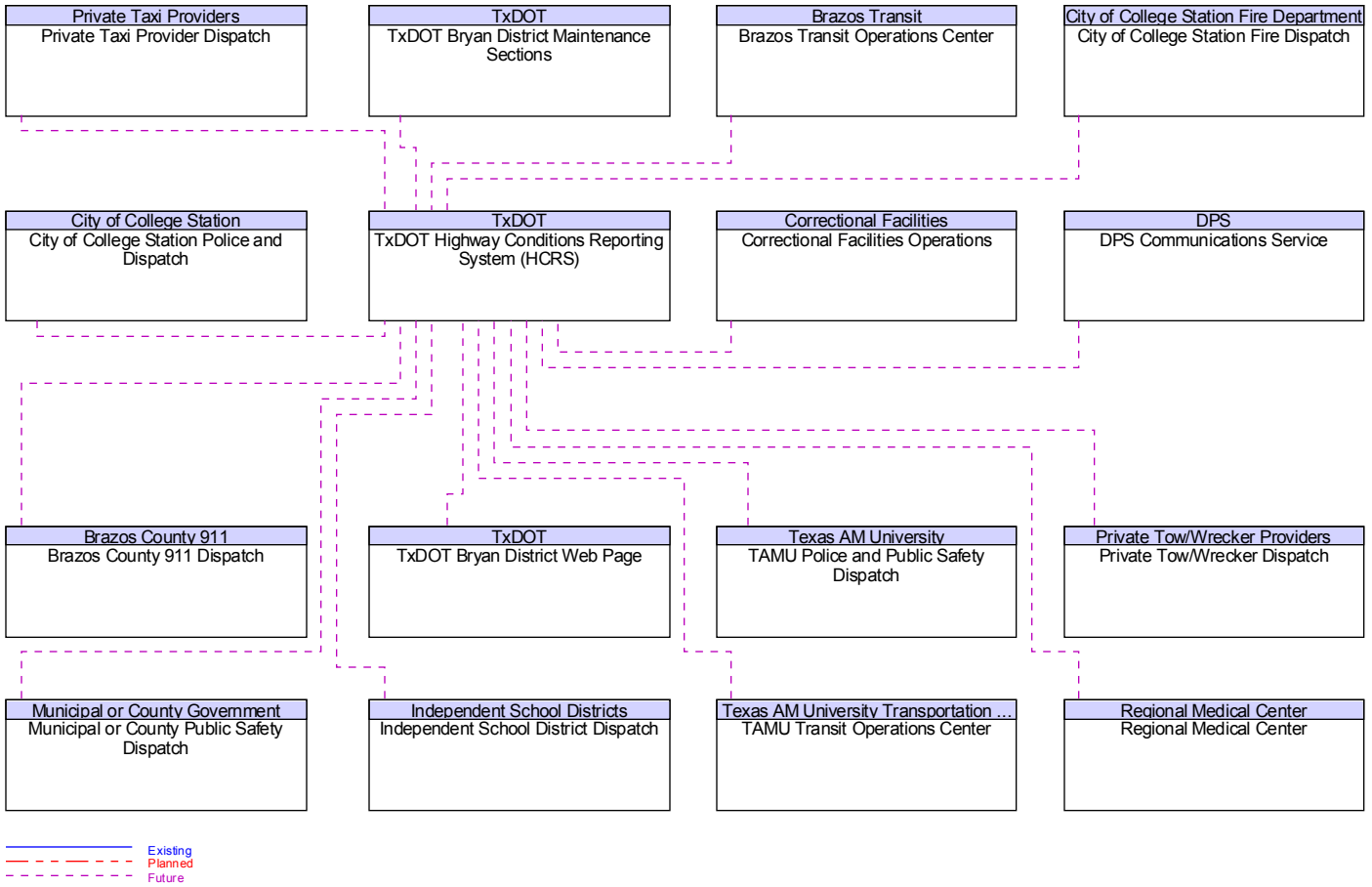


Figure B146 – TxDOT Motor Carrier Routing Information Interfaces

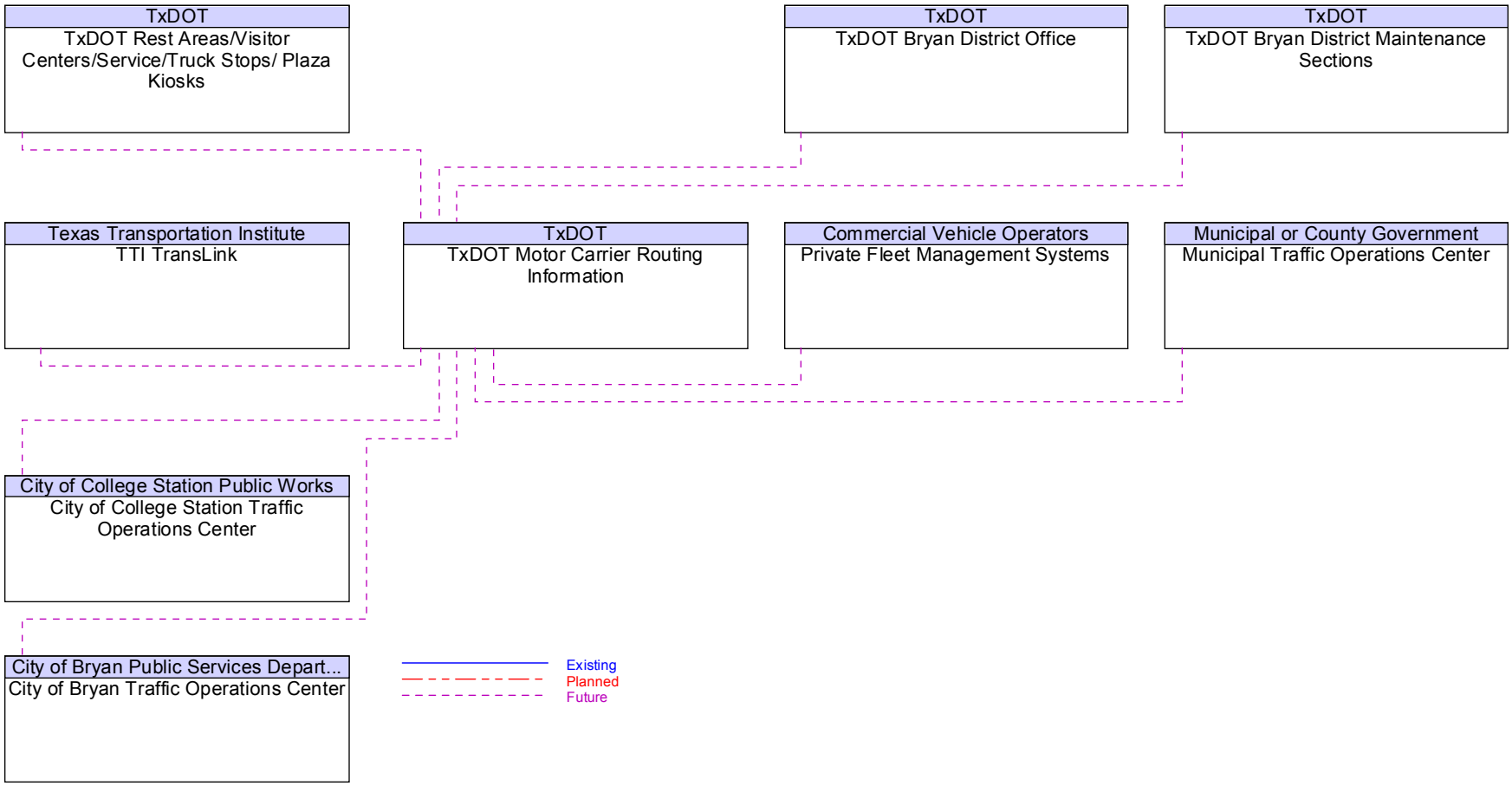


Figure B147 – TxDOT Rest Areas/Visitor Centers/Service/Truck Stops/Plaza Kiosks Interfaces

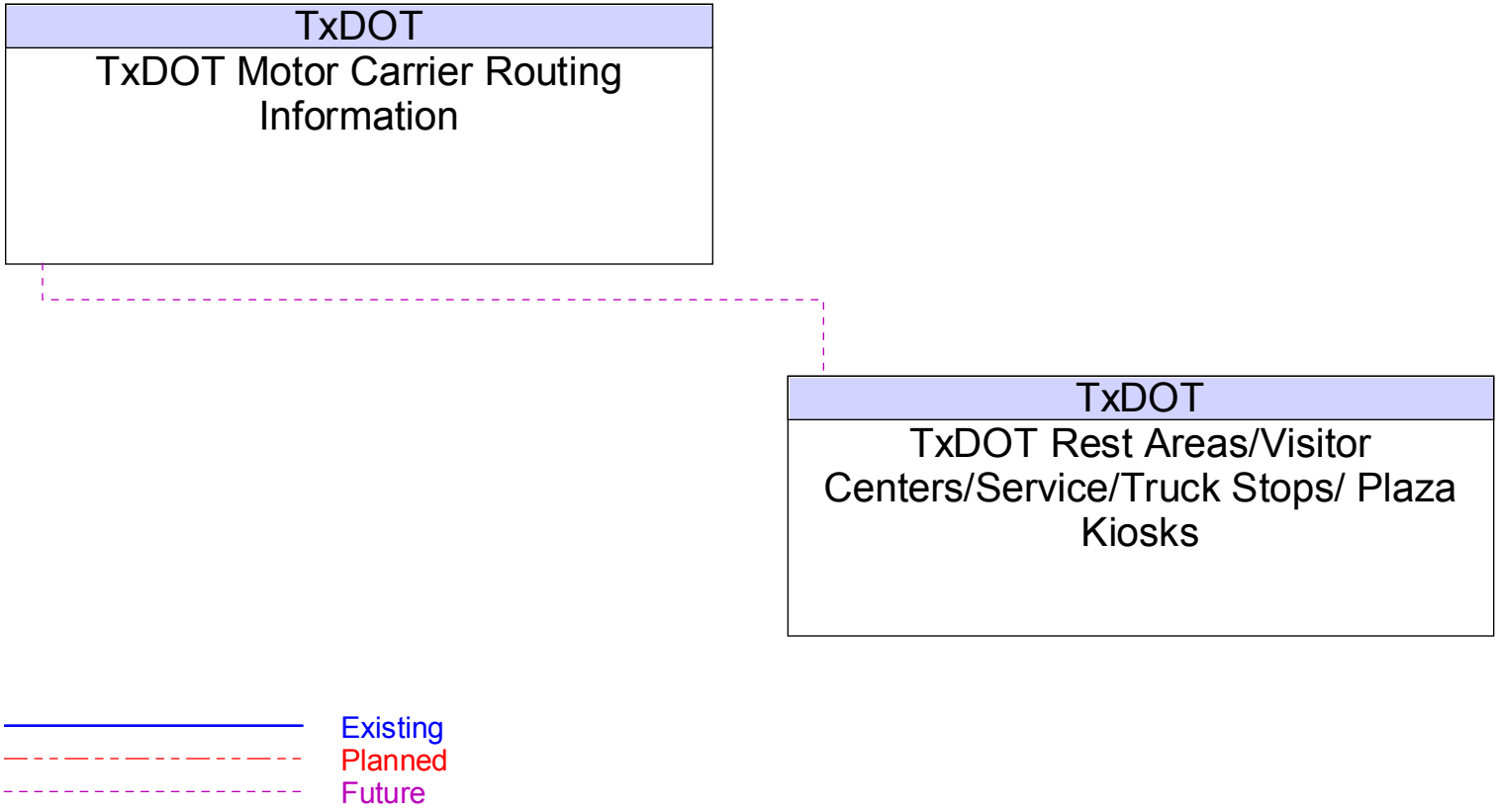
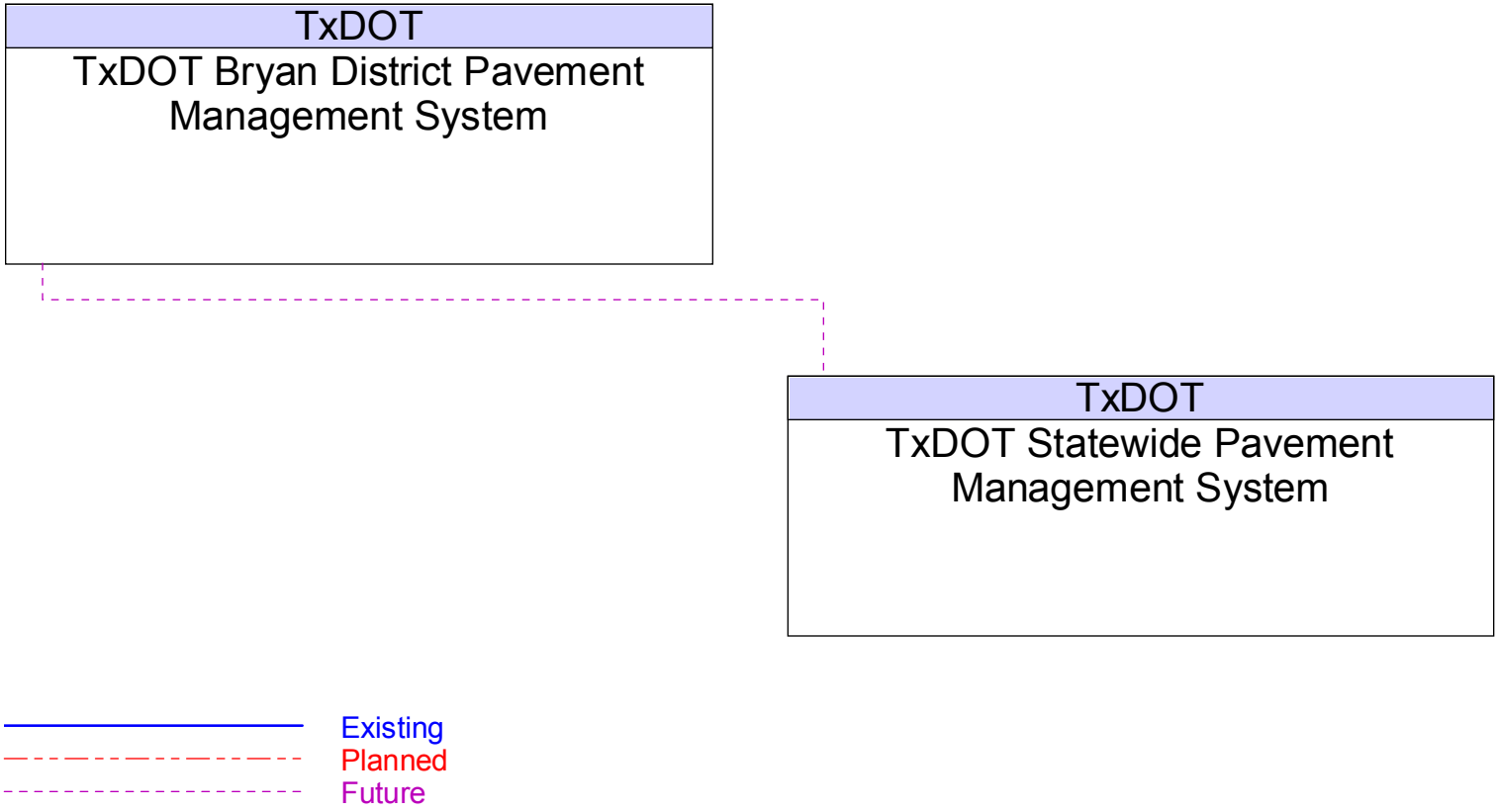


Figure B148 – TxDOT Statewide Pavement Management System Interfaces



APPENDIX C – AGREEMENTS

ITS 2001(537)-MOU-A

Memorandum of Understanding
Relating to the ITS Integration Program

By and Among

The Texas Department of Transportation
Texas Transportation Institute
City of Bryan
City of College Station
City of Huntsville
Brazos County
Burleson County
Freestone County
Grimes County
Leon County
Madison County
Milam County
Robertson County
Walker County
Washington County
Brazos Valley Council of Governments
Bryan/College Station Metropolitan Planning Organization
Texas A&M University
Bryan Independent School District
College Station Independent School District
Texas Department of Public Safety

This Memorandum of Understanding (MOU) is made by and among the Texas Department of Transportation (TxDOT), Texas Transportation Institute (TTI), the Cities of Bryan, College Station, Huntsville, the Counties of Brazos, Burleson, Freestone, Grimes, Leon, Madison, Milam, Robertson, Walker, Washington, the Brazos Valley Council of Governments (BVCOG), Bryan/College Station Metropolitan Planning Organization, Texas A&M University, Bryan Independent School District, College Station Independent School District, and the Texas Department of Public Safety.

WITNESSETH

WHEREAS, TxDOT is authorized to develop and implement Intelligent Transportation Systems (ITS) in the metropolitan and non-metropolitan areas, and to maximize the involvement of the State and other project participants in the ITS program, as authorized by the Transportation Equity Act for the 21st Century (TEA-21), P.L. 105-178, Sections 5201-5213; and

WHEREAS, as defined in Section 5208 of TEA-21, the ITS Integration Component of the ITS Deployment Program provides Federal funding for the

integration of multimodal ITS components in a variety of settings, including non-metropolitan areas, and rural areas; and

WHEREAS, ITS integration projects should improve transportation efficiency; promote safety; enhance transit integration; improve paratransit/demand-responsive transit operations, including operations of health and human service providers; improve traffic flow, including the flow of intermodal freight at ports of entry; reduce emissions of air pollutants; improve traveler information; promote tourism; enhance alternative transportation modes; or support improved transportation systems operations, management and maintenance; and

WHEREAS, Transportation Code, Section 203.002, requires the Texas Transportation Commission, through TxDOT, to maintain and operate a state highway system in order to promote public safety and facilitate the movement of traffic on state highways; and

WHEREAS, ITS integration projects will expand or implement traffic signal, freeway, emergency, transit, and special event management capabilities. The system will use a decentralized approach that will provide information at the location where it is needed. This will benefit all citizens and travelers of this region; and

WHEREAS, the signatories believe that the public good is best served by the initiation and development of a Regional ITS Architecture and ITS Deployment Plan for the College Station region and agree in principle that it is in the best interests of the citizens of this region and the general public to plan, design, implement and maintain ITS projects; and

WHEREAS, this MOU is the initial step in establishing a core group of agencies to organize, plan and implement ITS activities for the College Station region with the Texas Transportation Institute serving as the lead agency.

UNDERSTANDINGS

NOW, THEREFORE, TxDOT; TTI; the Cities of Bryan, College Station, Huntsville; the Counties of Brazos, Burleson, Freestone, Grimes, Leon, Madison, Milam, Robertson, Walker, Washington; the Brazos Valley Council of Governments (BVCOG), Bryan/College Station Metropolitan Planning Organization, Texas A&M University, Bryan Independent School District, College Station Independent School District, and the Texas Department of Public Safety agree as follows:

1. The parties will participate and work together in the development of an ITS Deployment Plan and Regional ITS Architecture.

2. The parties will work with each other to organize, plan and determine potential plans for their individual agency's roles, relations, and

responsibilities including potential financial contributions needed to support integrated projects.

3. The parties will attend and participate in all meetings regarding ITS projects.

4. The parties agree to identify a contact representative to work with the TTI representative.

5. Each party will encourage private sector involvement and commitment, to the maximum extent practicable, and identify potential public-private partnerships.

6. All parties will work to identify other sources of funding for ITS projects.

7. The parties agree to commit necessary staff to participate in the organizing, planning, implementing and evaluating phases of ITS projects.

8. Nothing in the agreement shall be construed or interpreted to obligate any funds other than staff commitments.

9. If necessary, an agreement(s) may be executed for funding obligations or other obligations from those outlined in this agreement.

10. Any party may withdraw from this MOU by giving thirty (30) days prior written notice to all other parties.

11. This MOU will become effective when fully executed by all parties.

12. TxDOT intends to maintain and manage the Regional ITS Architecture upon completion of this project.

13. The parties agree that no party is an agent, servant, or employee of any other party and that each party is responsible for any liability for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Any alteration, addition, or deletion to the terms of this MOU shall be by amendment hereto in writing and executed by all parties.

STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established polices or work programs heretofore approved and authorized by the Texas Transportation Commission.

AGREEMENT
BETWEEN THE CITY OF COLLEGE STATION AND
TEXAS A&M UNIVERSITY TO
INTERCONNECT FIBER OPTIC CABLES

1. This Agreement is entered into by and between the City of College Station, (hereinafter "City"), a Texas home rule municipal corporation, and Texas A&M University (hereinafter "TAMU"), a State institution of higher education, to interconnect the fiber optic cable networks of each respective entity.

2. The City of College Station is in the process of installing a fiber optic network within the City in support of its traffic telecommunications operations. The intent of this Agreement is to allow the connection of up to twelve (12) strands of City fiber to be spliced and connected up to twelve (12) strands of University fiber at a designated handhole so that the parties may gain access to each others data.

3. This interconnection mutually benefits both governmental entities by enabling:

   - TAMU to provide internet access to the City over this fiber.
   - TAMU to attain high-speed access to TAMU buildings that are leased off campus over City fiber.
   - The Texas Transportation Institute (TTI) to obtain access to the City's traffic control systems in support of on-going research endeavors between the City and TTI.
   - The City to gain access to Geographic Information System (GIS) databases for fire protection on campus.

4. This Agreement authorizes only the interconnection of dark fiber. In the event that the parties decide to contract for services, it shall be done by written amendment or by separate agreement.

5. <u>INTERCONNECTION POINT AND MAINTENANCE OF DARK FIBER</u>

   The fiber networks of City and TAMU will connect in a handhole along Wellborn Road. Each entity will be responsible for the maintenance of their respective fiber up to the interconnection point. TAMU will be responsible for the maintenance of splice point.

6. Further, this Agreement does not authorize either party to offer telecommunications for sale to each other or to the public or to such classes of users as to be effectively available to the public.

7. This Agreement can be cancelled at any time by providing ninety (90) days advance written notice to the other non-canceling party. In the case of such cancellation, the fiber optic splices will be disconnected by TAMU. The party requesting the disconnection shall pay for the cost of the disconnection and reconnection of fiber.

8. INDEMNITY

To the extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party from any and all claims, injuries, damages or other liability arising in tort or breach of contract and resulting from any intentional or negligent (including grossly negligent) acts of the other party's principals, officers, agents or employees arising in favor of any person or entity.

9. ASSIGNMENT

This Agreement and the rights and obligations contained herein may not be assigned by either party.

10. OTHER TERMS

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

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

Charlie Shear	
City of College Station	Texas A&M University
1101 Texas Avenue	Department of Contract Administration
College Station, Texas 77802	College Station, Texas 77843-1260

Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation

with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

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

Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the TEXAS GOVERNMENT CODE must be used by TAMU and the City to attempt to resolve all disputes arising under this contract.

Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

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

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

Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

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

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

This Agreement will be effective when signed by the last party whose signing makes the Agreement fully executed and will renew annually on the anniversary date of the Agreement until cancelled by either party as provided in Section 7 herein.

TEXAS A&M UNIVERSITY

By: _____
Richard L. Floyd
Associate VP for Finance
Date: 9·28·99

~~APPROVED:~~ ATTEST

By: _____
Printed Name: Michael B. Huddleston
Title: Director of Contract Administration
Date: September 28, 1999

CITY OF COLLEGE STATION

By: _____
Lynn McIlhaney, Mayor
Date: 10/26/99

ATTEST:

_____
Connie Hooks, City Secretary
Date: 10/26/99

APPROVED:

_____
Thomas E. Brymer, Acting City Manager
Date: 10-31-99

_____
City Attorney
Date: 10/18/99

_____ for Charles Cryan
Charles Cryan, Director of Fiscal Services
Date: 10/25/99

Contract No. 99-214
c\c:\temp\tamufibe4w-changes.doc
9/27/99

Memorandum of Understanding

Relating to the ITS Integration Program

By and Among

Texas Transportation Institute
Texas Department of Transportation
City of College Station

This Memorandum of Understanding (MOU) is made by and among the Texas Transportation Institute (TTI), the Texas Department of Transportation (TxDOT), and the City of College Station, a Texas Home Rule Municipal Corporation, under the authority of an agreement dated October 26, 1999, between the City of College Station and Texas A&M University to Interconnect Fiber Optic Cable (hereinafter "Interconnect").

WITNESSETH

WHEREAS, as defined in Section 5208 of TEA-21 (Transportation Equity Act for the 21st Century), the ITS Integration Program provides Federal funding for the integration of multimodal ITS components in a variety of settings, including non-metropolitan areas and rural areas; and

WHEREAS, Intelligent Transportation Systems (hereinafter ITS) Integration Projects should improve transportation efficiency; promote safety; enhance transit integration; improve paratransit/demand-responsive transit operations, including operations of health and human service providers; improve traffic flow, including the flow of intermodal freight at ports of entry; reduce emissions of air pollutants; improve traveler information; promote tourism; enhance alternative transportation modes; or support improved transportation systems operations, management and maintenance; and

WHEREAS, TxDOT is authorized to develop and implement Intelligent Transportation Systems (ITS) in the metropolitan and non-metropolitan areas, and to maximize the involvement of the State and other project participants in the ITS Integration Program, by the Transportation Equity Act for the 21st Century (TEA-21), P.L. 105-178, Sections 5201-5213; and

WHEREAS, Transportation Code, Section 203.002, requires the Texas Transportation Commission, through TxDOT, to maintain and operate a state highway system, in order to promote public safety and facilitate the movement of traffic on state highways; and

WHEREAS, the College Station ITS Integration Project is intended to expand or implement improved emergency vehicle response, improved traffic signal, and improved traveler information by building upon existing ITS facilities and research for the benefit of travelers in the Wellborn Corridor; and

WHEREAS, Section 3 of the Interconnect enables TTI to obtain access to the City traffic control systems in support of on-going research endeavors between the City and TTI; and

WHEREAS, the ITS Integration Project is part of TTI's on-going research endeavors; and

WHEREAS, the signatories believe that the public good is best served by the initiation and development of the project; and

WHEREAS, the purpose of this Memorandum of Understanding (MOU) is to organize, plan and implement ITS integration activities in College Station with the Texas Transportation Institute as the lead agency; now therefore,

UNDERSTANDINGS

TTI, TxDOT, and the City of College Station agree as follows:

1. TTI will be the lead agency and will be responsible for the overall project management, implementation, operations, and maintenance. TTI will be the recipient of federal funding.

2. The City of College Station will be responsible for the use of facilities owned by College Station, including but not limited to dark fiber, traffic boxes, and traffic signals, field implementation, and general project support. TTI will track the departures and arrivals of train traffic and will transmit the data via City's fiber network to its fire stations. The purpose of the information is to enable the City to reroute emergency vehicles in the event that the rail blocks a street or intersection. TTI agrees to secure any and all licenses and permits to authorize the use of the software, data or intellectual property for this project prior to implementation. The City of College Station is not obligated to participate in future projects.

3. TxDOT will be responsible for general project oversight, including but not limited to, review of billings, review and approval of all reports, and review and approval of all work orders.

4. The signatories will participate and work together in the development of an ITS Integration Project within College Station city limits.

5. The signatories will attend and participate in all meetings regarding the College Station Integration Project.

6. The signatories agree to authorize their respective staffs to participate in the organizing, planning, implementing and evaluating the College Station Integration Project.

7. Nothing in the agreement shall be construed or interpreted to obligate any funds. City's obligation under this MOU is limited to allowing transfer of data over City's fiber. The parties represent and agree that this agreement does not authorize them to offer telecommunications for sale to each other or to the public or to such classes of users as to be effectively available to the public.

8. Additional agreement(s) may be executed by each entity to authorize funds for individual project funding.

9. Any party may terminate its obligations under this MOU without any liability to any other party by giving thirty (30) days prior written notice to all other signatories. In such event, TTI shall discontinue transmitting rail data over City's fiber.

10. This MOU will become effective when fully executed by all parties.

11. The parties agree that no party is an agent, servant, or employee of any other party and agree that each party is solely liable for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents but not of any other party to this MOU.

12. The parties agree to hold each other harmless from any and all claims arising out of or in connection with this MOU, and TTI agrees to hold City harmless from any claims of patent or copyright infringement arising out of or in connection with this project to the extent allowed by the laws of the State of Texas.

13. This agreement shall renew annually unless cancelled in writing pursuant to Section 9 hereinabove

No alteration, addition, or deletion to the terms of this agreement shall be effective unless it is in writing and executed by all duly authorized parties.

STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established polices or work programs heretofore approved and authorized by the Texas Transportation Commission.

BY Carlos A. Lopez, P.E. Date 3/14/01

Carlos A. Lopez, P.E.
Director, Traffic Operations Division

TEXAS TRANSPORTATION INSTITUTE

BY: _____ Date: March 9, 2001

Title Executive Associate Director

CITY OF COLLEGE STATION

BY: _____ Date: 3/9/01
Lynn McIlhaney, Mayor

ATTEST:

_____
Connie Hooks, City Secretary

APPROVED:

_____
Thomas E. Brymer, City Manager

_____
Charles Cryan, Director of Fiscal Services

_____
City Attorney

ITS 2001(537)-MOU-I

Memorandum of Understanding
Relating to the ITS Integration Program

By and Among

The Texas Department of Transportation
Texas Transportation Institute
City of Bryan
City of College Station

This Memorandum of Understanding (MOU) is made by and among the Texas Department of Transportation (TxDOT), Texas Transportation Institute (TTI), the Cities of Bryan and College Station.

WITNESSETH

WHEREAS, TxDOT is authorized to develop and implement Intelligent Transportation Systems (ITS) in the metropolitan and non-metropolitan areas, and to maximize the involvement of the State and other project participants in the ITS program, as authorized by the Transportation Equity Act for the 21st Century (TEA-21), P.L. 105-178, Sections 5201-5213; and

WHEREAS, as defined in Section 5208 of TEA-21, the ITS Integration Component of the ITS Deployment Program provides Federal funding for the integration of multimodal ITS components in a variety of settings, including non-metropolitan areas, and rural areas; and

WHEREAS, ITS integration projects should improve transportation efficiency; promote safety; enhance transit integration; improve paratransit/demand-responsive transit operations, including operations of health and human service providers; improve traffic flow, including the flow of intermodal freight at ports of entry; reduce emissions of air pollutants; improve traveler information; promote tourism; enhance alternative transportation modes; or support improved transportation systems operations, management and maintenance; and

WHEREAS, Transportation Code, Section 203.002, requires the Texas Transportation Commission, through TxDOT, to maintain and operate a state highway system in order to promote public safety and facilitate the movement of traffic on state highways; and

WHEREAS, ITS integration projects will expand or implement traffic signal, freeway, emergency, transit, and special event management capabilities. The system will use a decentralized approach that will provide information at the location where it is needed. This will benefit all citizens and travelers of this region; and

WHEREAS, the signatories believe that the public good is best served served by the development of enhanced traffic management and information dissemination capabilities for special events in the College Station region, most notably relating to Texas A&M University; and

WHEREAS, this MOU identifies a specific group of stakeholders within the College Station region to be responsible for this project with the Texas Transportation Institute serving as the lead agency.

UNDERSTANDINGS

NOW, THEREFORE, TxDOT; TTI; the Cities of Bryan and College Station agree as follows:

1. TTI will be responsible for coordinating all activities with all other parties as described in the College Station Integration Project II proposal dated 3/15/02.

2. The parties are committed to ensuring that all integration activities adhere to the College Station Regional ITS Architecture and are completed according to the proposal dated 3/15/02.

3. The parties are committed to performing an evaluation of benefits as described in the proposal dated 3/15/02.

4. The parties anticipate obligating the funds and staff commitments and performing the ongoing maintenance and operation of each system under their area of responsibility as described in the proposal dated 3/15/02. This would include the full cost of developing the College Station Regional ITS Architecture and ITS Deployment Plan as outlined in the proposal and agreed to in a separate MOU.

5. However, nothing in this agreement shall be construed or interpreted to obligate any funds other than staff commitments. If necessary, one or more agreements may be executed for funding obligations or other obligations that are not outlined in this agreement.

6. The parties agree that no party is an agent, servant, or employee of any other party and that each party is responsible for any liability for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

7. This MOU will become effective when fully executed by all parties.

8. Any party may withdraw from this MOU by giving thirty (30) days prior written notice to all other parties.

Any alteration, addition, or deletion to the terms of this MOU shall be by amendment hereto in writing and executed by all parties.

STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established polices or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____

Carlos A. Lopez, P.E.
Director, Traffic Operations Division

Recommended By _____ Date _____

Lonny G. Traweek, P.E.
Bryan District Engineer

Texas Department of Transportation

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this _____ day of _____, 20__, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of _____, _____ County, Texas (population _____, 2000, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

W I T N E S S E T H

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

   A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.

   B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.

2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.

3. Exhibits that are a part of this agreement may be exchanged with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.

2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.

3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.

6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.

8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.

9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.

10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.

12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.

2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.

3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.

5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.

6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 4). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.

7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.

8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.

2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.

3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 4).

4. Require installations, repairs, removals, or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.

7. Perform mowing and litter pickup.

8. Sweep and otherwise clean the pavement.

9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.

2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.

3. Sweep and otherwise clean the through lanes, ramps, separation structures, or roadways and frontage roads.

4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.

5. Except as provided under "General Conditions" in paragraph 4, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks, and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.

6. Install, operate, and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.

7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.

2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal, or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.

4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.

5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities"), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 4).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code § 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635, Subpart E.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of _____ on the _____ day of _____, 20__, and the Texas Department of Transportation, on the _____ day of _____, 20__.

ATTEST:

_____

CITY OF _____

BY _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY _____
District Engineer

_____ District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For inquiries call 512-416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

Form No. 1037
Ordinance
September 1996

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE AGREEMENT DATED _____, BETWEEN THE STATE OF TEXAS AND THE CITY OF _____, FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF _____; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF _____:

SECTION 1. That the certain agreement dated _____, between the State of Texas and the City of _____ for the maintenance, control, supervision, and regulation of certain State Highways and/or portions of State Highways in the City of _____, and the same is, hereby approved; and that _____ is hereby authorized to execute said agreement on behalf of the City of _____ and to transmit the same to the State of Texas for appropriate action.

SECTION 2. The fact that the work contemplated under the above mentioned agreement is needed, creates an emergency which for the immediate preservation of the public peace, health, safety, and general welfare requires that this Ordinance take effect immediately from and after its passage and it is accordingly so ordained.

ATTEST:

PASSED: _____ _____
Secretary

APPROVED: _____ City of _____
Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

Form No. 1037
Resolution
September 1996

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT DATED _____, BETWEEN THE STATE OF TEXAS AND THE CITY OF _____, FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF _____; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____:

SECTION 1. That the certain agreement dated _____, between the State of Texas and the City of _____ for the maintenance, control, supervision, and regulation of certain State Highways and/or portions of State Highways in the City of _____ be, and the same is, hereby approved; and that _____ is hereby authorized to execute said agreement on behalf of the City of _____ and to transmit the same to the State of Texas for appropriate action.

ATTEST:

PASSED: _____ _____
Secretary

APPROVED: _____ City of _____
Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

MUNICIPAL MAINTENANCE ORDINANCE

AN ORDINANCE PROVIDING FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF _____, COUNTY OF _____, TEXAS, HEREBY REFERRED TO AS MUNICIPAL MAINTENANCE PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OR OTHER AUTHORIZED CITY OFFICIAL, TO EXECUTE AND AFFIX THE CORPORATE SEAL AND ATTEST SAME. A CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS, PROVIDING FOR THE MAINTENANCE AND USE OF THE SAID MAINTENANCE PROJECT; AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHOULD BE EFFECTIVE FROM AND AFTER ITS PASSAGE.

WHEREAS, the Public convenience, safety, and necessity of the City, and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas enter upon and contribute financially to the maintenance of said project; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the form attached hereto, made a part thereof, and marked MUNICIPAL MAINTENANCE AGREEMENT; and

WHEREAS, said project consists of those State Highways and/or portions thereof which are described and included in the form attached hereto and marked MUNICIPAL MAINTENANCE AGREEMENT.

NOW, THEREFORE, BE IT ORDAINED by the _____

_____

_____

SECTION 1. That the public convenience, safety, and necessity of the City and the people of the City require said project be adequately maintained.

SECTION 2. That the State of Texas be and is hereby authorized to enter upon and maintain said maintenance projects.

SECTION 3. That the Mayor, or proper City official, of the City, be and is hereby authorized to execute for and on behalf of the City an Agreement with the State of Texas, in accordance with and for the purpose of carrying out the terms and provisions of this order, in the form attached hereto, made a part hereto, and marked MUNICIPAL MAINTENANCE AGREEMENT. The City Secretary is hereby directed to attest the agreement and to affix the proper seal of the City thereto.

SECTION 4. The Mayor of the City, having requested in writing that this ordinance take effect forthwith and there being in fact an emergency and imperative necessity that the work herein provided for be begun and carried out promptly and with expedition and that the agreement aforesaid shall be immediately made, executed and delivered to the end that such work herein provided for may be begun and carried out promptly and with expedition. The reading of the ordinance on three several days is hereby dispensed with and the same shall be in full force and effect from and after its passage.

Form 1037-2

STATE OF TEXAS §

COUNTY OF TRAVIS §

I, _____, the duly appointed, qualified, and acting city secretary of the City of _____, Texas, hereby certify that the foregoing pages constitute a true and correct copy of an ordinance duly passed by the City Council at a meeting held on _____, A.D., 20__, at _____ o'clock _m.

To certify which, witness my hand and seal of the City of _____, TEXAS, this due _____ day of _____, 20__, at _____, Texas.

_____

City Secretary of the City of

_____, Texas