



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, July 23, 2015

7:00 PM

City Hall Council Chambers

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

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

Consent Agenda

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

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- 2a. [15-0390](#) Presentation, possible action, and discussion of minutes for:
- July 9, 2015 Workshop
 - July 9, 2015 Regular Council Meeting

Sponsors: Mashburn

Attachments: [WKSHPO70915 DRAFT Minutes.docx](#)
[RM070915 DRAFT Minutes.docx](#)

- 2b. [15-0160](#) Presentation, possible action, and discussion regarding the approval of a resolution adopting the City's proposed Program Year (PY) 2015-2019 Consolidated Plan and establishment of a Community Development Program as described in Chapter 373 of the Texas Local Government Code.

Sponsors: Eller

Attachments: [Attachment 1 - Resolution for 2015-2019 Consolidated Plan.docx](#)
[Attachment 2 - FY 2016 Plan Development Process Summary.docx](#)
[Attachment 3 - 2015-2019 Community Development Goals.docx](#)
[Attachment 4 - Community Development Project Descriptions.docx](#)

- 2c. [15-0355](#) Presentation, possible action, and discussion on a lease agreement with Wirestar Inc. for lease of City Fiber Optic Cable Facilities.

Sponsors: Roper

Attachments: [IRU initial draft final draft.doc](#)

- 2d. [15-0362](#) Presentation, possible action, and discussion regarding awarding the bid and approval of an annual price agreement with BWI Companies, for an amount not to exceed \$94,527; for the annual purchase of athletic field maintenance materials to include fertilizers, chemicals, pesticides, herbicides, winter over-seed, infield material, grass seed and turf amendments.

Sponsors: Schmitz

Attachments: [Tabulation \(3\).pdf](#)

- 2e. [15-0365](#) Presentation, possible action, and discussion regarding the approval of a resolution adopting the City's proposed Program Year (PY) 2015 Annual Action Plan and Community Development Budget.

Sponsors: Eller

Attachments: [Attachment 1 - Resolution for PY 2015 Action Plan & Budget.docx](#)
[Attachment 2 -FY 2016 Proposed Community Development Budget.docx](#)
[Attachment 3 - FY 2016 CDBG Public Service Funding Summary & Recommen.](#)
[Attachment 4 - FY 2016 CDBG Public Facility Funding Summary & Recommenc](#)
[Attachment 5 - 2015 Area Median Income Limits.docx](#)
[Attachment 6 - Map of Eligible Community Development Areas.docx](#)

- 2f. [15-0367](#) Presentation, possible action, and discussion on a bid award for the purchase of six 145kV potential transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$50,922 to Instrument Transformer Equipment Corp.

Sponsors: Kersten

Attachments: [Tabulation.pdf](#)

- 2g. [15-0373](#) Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.

Sponsors: Cotter

Attachments: [06/18/15 Impact Fee Semi-Annual Report](#)
[Fee Area Map](#)
[Land Use Map](#)

- 2h. [15-0382](#) Presentation, possible action, and discussion authorizing the payment of Retention and Expansion, and Payroll Grants in a total amount of \$45,000 to Reynolds & Reynolds.

Sponsors: Ruiz

Attachments: [2014 Compliance Report.pdf](#)

- 2i. [15-0385](#) Presentation, possible action, and discussion regarding the rejection of all proposals received for Aquatics Management Services, RFP 15-039.

Sponsors: Schmitz

Regular Agenda

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

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

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

1. [15-0379](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning two public utility easements located at 2045 Jones Butler Road as follows: A 0.167 acre portion of a 20-foot wide public utility easement as recorded in Volume 5282, Page 221 of the Deed Records of Brazos County,

Texas and a 94 square foot public utility easement as recorded in Volume 6961, Page 201 of the Deed Records of Brazos County, Texas.

Sponsors:

Bridges

Attachments:

[Vicinity Map](#)

[Location Map](#)

[Jones Butler Easements Aban 7-16-15.docx](#)

[Exhibit A](#)

2. [15-0380](#)

Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning three public utility easements and an access & public utility easement located at 2315 & 2317 Texas Avenue South: a 20 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, a 5 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, a 10 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, and a 10-foot wide access and public utility easement recorded in Volume 488, Page 519 of the Deed Records of Brazos County, Texas.

Sponsors:

Bridges

Attachments:

[Vicinity Map](#)

[Location Map](#)

[2315 2317 Texas Ave Ordinance](#)

[Exhibit A](#)

3. [15-0381](#)

Public Hearing, presentation, possible action, and discussion regarding a Conditional Use Permit for multi-family on the first floor in the WPC Wolf Pen Creek District, more specifically for The Lofts at Wolf Pen Creek, consisting of approximately 7.4 acres of The Lofts-WPC, Block 1, Lot 1, and A004601 M Rector (ICL) Tracts 54.1, located at 614 Holleman Drive East, more generally located at the southwest corner of Holleman Drive East and Dartmouth Street..

Sponsors:

Bullock

Attachments:

[Background](#)

[Aerial & Small Area Map \(SAM\)](#)

[Ordinance](#)

4. [15-0386](#)

Presentation, possible action, and discussion regarding the citizen appointment to the Research Valley Partnership Board of Directors

Sponsors: Nettles

5. Adjourn.

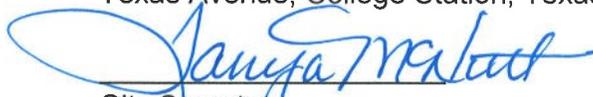
The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

APPROVED



City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on July 17, 2015 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3541 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov. Council meetings are broadcast live on Cable Access Channel 19.



Legislation Details (With Text)

File #: 15-0390 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 7/14/2015 **In control:** City Council Regular
On agenda: 7/23/2015 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· July 9, 2015 Workshop
· July 9, 2015 Regular Council Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP070915 DRAFT Minutes.pdf](#)
[RM070915 DRAFT Minutes.pdf](#)

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

- July 9, 2015 Workshop
- July 9, 2015 Regular Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- July 9, 2015 Workshop Minutes
- July 9, 2015 Regular Council Meeting Minutes

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JULY 9, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Tanya McNutt, Deputy City Secretary
Ian Whittenton, Records Management Coordinator

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:30 p.m. on Thursday, July 9, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:31 p.m. on Thursday, July 9, 2015 in order to continue discussing matters pertaining to:

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

- Bobby Trant v. BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District

- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272nd District Court of Brazos County, Texas
- City of College Station, Texas, v. Embrace Brazos Valley, Inc., Cause No. 15-000804-CV-85, In the 85th Judicial District Court, Brazos County, Texas.

B. Deliberation on economic development negotiations for a business prospect the Council seeks to have locate, stay or expand in or near the City; to wit:

- Economic incentives for a project located generally in the vicinity of South College and University Drive in College Station.

The Executive Session adjourned at 5:08 p.m.

The Workshop was resumed at 5:12 p.m.

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

No action was required from Executive Session.

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

Items 2d, 2g, and 2h were pulled for clarification.

(2d): Timothy Crabb, Director of Electric Utilities, gave clarification on the recommendation to reject bids on this item.

(2g, 2h): Troy Rother, Traffic Engineer, gave clarification on the need for changes to Chapter 10.

5. Presentation, possible action, and discussion of 2015 – 2019 Consolidated Plan, 2015 Annual Action Plan, and PY 2015 (FY 2016) Community Development Budget.

Debbie Eller, Director of Community Services, presented the proposed 2015 – 2019 Consolidated Plan, 2015 Annual Action Plan, and PY 2015 (FY 2016) Community Development Budget to Council. The Consolidated Plan, Annual Action Plan, and budget must be delivered to HUD no later than August 16, 2015. Staff will at the July 23rd meeting to make available the final drafts of the plans and budget and to request adoption.

Brian Piscacek, Community Development Analyst, present additional information about the Consolidated Plan development process, key areas of concern which were identified through public input, priority needs identified in the community, along with consolidated plan goals and outcome indicators for each goal.

6. Presentation, possible action, and discussion on the 2015 Bond Citizen Advisory Committee's prioritized project recommendations for the potential 2015 bond election.

Jeff Capps, Assistant City Manager, stated that the Committee was charged to assess the City of College Station's current and future transportation, parks, and facility needs in order to present a prioritized list of projects to the College Station City Council to be considered on a proposed 2015 Bond Election, and to ensure that any 2015 Bond timeline and/or schedule shall not exceed five years. Council received the Committee's recommended projects on the May 18 Council meeting, and tonight staff presented further information on the potential 2015 bond election. Highlighted for possible bond items were a Police Station, ranked 1st, Fire Station 7, ranked 3rd, and Community Center, ranked 11th overall.

Cris Ruebush, PGAL Architecture, presented information on possible options for a new Police Station, which included information on the current building and staffing, projected growth, identifying lacking support spaces, total square footage needed, and site studies. Possible configurations of a Police Station annex and renovation of the existing structure or a new station with renovation of the old station to City office space were presented.

7. Presentation, possible action, and discussion on funding options for transportation projects.

Jeff Kersten, Assistant City Manager, presented options for transportation funding, which had also been presented to the Transportation Committee on June 23. A summary of the way projects are funded was provided, and other available funding options were discussed.

The Workshop recessed at 7:03 p.m.

The Workshop reconvened at 9:56 p.m.

8. Presentation, possible action, and discussion on the gateway marker design.

Donald Harmon, Director of Public Works, stated that, in accordance with Council direction, a project was initiated for a gateway marker design. A purchase order for design contract no. 15-133 was issued to Pierce, Goodwin, Alexander, & Linville, Inc. (PGAL) on March 14, 2015. TXDOT

has provided their Gateway Monument Guide that governs the installation of municipal signage in TXDOT right-of-way. The gateway marker design has progressed and Staff is seeking approval on the final design.

9. Council Calendar

Council reviewed the calendar.

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

Councilmember Mooney requested a future workshop item on the YMCA.

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

Mayor Berry gave an update on the Annexation Taskforce.

Councilmember Benham gave an update on the RVTC and BVWACS.

Councilmember Aldrich gave an update on the Brazos Valley Chamber of Commerce and Arts Council of the Brazos Valley.

12. Adjournment

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 10:16 p.m. on Thursday, July 9, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JULY 9, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
Tanya McNutt, Deputy City Secretary
Ian Whittenton, Records Management Coordinator

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:15 p.m. on Thursday, July 9, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Boy Scouts Chase Gibson, Troop 1221, and Daniel Wilson, Troop 1861, led the assembly in the Pledge of Allegiance.

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

Presentation and recognition of the College Station Police Department for achieved compliance with the Texas Law Enforcement Agency Best Practices Recognition Program by the Texas Police Chiefs Association.

James McLaughlin, Executive Director of the Texas Police Chiefs Association, presented the award to Chief Scott McCollum of the College Station Police Department.

Citizen Comments

Laura Mendez, 1210 Antone, Bryan, Texas, came before council to speak about Chapter 4, Section 20 of the College Station Municipal Code which she feels negatively impacts her mobile food vending business in Northgate.

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Spec. Richard Arriaga

CONSENT AGENDA

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

- **June 25, 2015 Workshop**
- **June 25, 2015 Regular Council Meeting**

2b. Presentation, possible action, and discussion regarding the rejection of bid received for Bid #15-047 for the Southwood Valley Substation Transformer Rewind.

2c. Presentation, possible action, and discussion regarding the award Contract #15300227 (Bid No. 15-044) between the City of College Station and WEG Electric Corp, in the amount of \$1,150,000 for the purchase and installation of two (2) substation transformers.

2d. Presentation, possible action, and discussion regarding the rejection of RFP #15-027 for the Animal Deterrent Project for Post Oak Substation.

2e. Presentation, possible action, and discussion regarding an annual price agreement with Brazos Paving Inc. for the purchase of cement stabilized base rock and Type D grade recycled crushed concrete base for an amount not to exceed \$806,500 and with a \$5.50 delivery charge per ton if needed.

2f. Presentation, possible action, and discussion on the consideration of Ordinance 2015-3665, amending Chapter 10, "Traffic Code" by implementing an all-way stop control intersection at the intersection of Francis Drive and Walton Drive.

2g. Presentation, possible action, and discussion on the consideration of Ordinance 2015-3666, amending Chapter 10, "Traffic Code" by implementing a yield sign for the free right-turn bay going from southeast bound Walton Drive onto southwest bound Francis Drive.

2h. Presentation, possible action, and discussion on consideration of Ordinance 2015-3667, amending Chapter 10, "Traffic Code" Section 2(k) to prohibit Left-Turns for southbound Francis Drive at the College Hills Elementary School driveway during morning drop-off and afternoon pick-up times.

2i. Presentation, possible action, and discussion on approving the purchase of changeable message signs in the amount of \$170,950 from American Signal Company through the Houston-Galveston Area Council (H-GAC) cooperative contract (Contract PE05-15).

2j. Presentation, possible action, and discussion regarding a professional services contract, contract number 15300309, with Kimley-Horn and Associates, Inc. in the amount of \$96,000 for the professional engineering services related to the design of the traffic signal and intersection improvements at the intersection of SH 40 and Victoria Avenue and approval of Resolution 07-09-15-2j, declaring intention to reimburse certain expenditures with proceeds from debt.

2k. Presentation, possible action, and discussion regarding the third renewal of a semi-annual competitive purchase agreement with Knife River for Type D Hot Mix Asphalt for the maintenance of streets in the amount not to exceed \$960,000.

2l. Presentation, possible action, and discussion on the renewal of a purchase agreement for Type II, FGSMA Hot Mix Asphalt for an amount not to exceed \$526,000.

2m. Presentation, possible action, and discussion on approving the award of an annual price agreement to ProSTAR Industries for janitorial supply purchases not-to-exceed \$60,022.40. (Bid No. 15-046)

2n. Presentation, possible action, and discussion on a bid award for the annual purchase of single phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$283,639.04 and will be awarded by line item to the lowest responsible bidder.

2o. Presentation, possible action, and discussion regarding the second renewal of the award for annual transformer repair and rebuild services to Greenville Transformer Company, Inc. in the amount of \$66,530.46.

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

REGULAR AGENDA

1. Presentation, possible action, and discussion regarding an Infrastructure and Economic Development Agreement for the approximately 228 acres generally located along the south side of Rock Prairie Road at the future Bird Pond Road intersection owned by College Station Land Development, Incorporated.

Natalie Ruiz, Director of Economic Development, noted that the proposed agreement is performance based and provides a funding mechanism to reimburse the property owner for the construction of the primary infrastructure. The property taxes generated by the additional value created by the property owner are to be deposited into a separate fund. Once the property owner meets the performance obligations, he will be able to use that additional revenue to reimburse himself for the infrastructure. In order to access the additional revenue, the property owner must create an additional \$50 million in taxable value and add at least 150,000 square feet of non-

residential improvements. The more value the property owner creates, the more tax value is available to reimburse for primary infrastructure.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted six (6) for and none (0) opposed, to approve the Infrastructure and Economic Development Agreement for the approximately 228 acres generally located along the south side of Rock Prairie Road at the future Bird Pond Road intersection owned by College Station Land Development, Incorporated. The motion carried unanimously.

2. Presentation, possible action, and discussion regarding Resolution 07-09-15-02, consenting to the creation of Rock Prairie Management District No. 2 generally located within the southeast quadrant of State Highway 6 and Rock Prairie Road.

Natalie Ruiz, Director of Economic Development, stated that this resolution consents to the creation of District No. 2, which is predominantly the land owned by College Station Town Center,

LP. The purpose of the district is to construct and finance water, wastewater, storm water, detention, drainage, roadways and recreational facilities to serve land within the District. Rock Prairie Management District No. 2 will be managed by a Board of Directors appointed by the City of College Station and meeting the criteria of state law. The District will have the authority to issue, sell and deliver bonds as deemed necessary by the Board.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Aldrich, the City Council voted six (6) for and none (0) opposed, to adopt Resolution 07-09-15-02, consenting to the creation of Rock Prairie Management District No. 2 generally located within the southeast quadrant of State Highway 6 and Rock Prairie Road. The motion carried unanimously.

3. Presentation, possible action, and discussion regarding the appointment of the Board of Directors for Rock Prairie Management District No. 2.

Natalie Ruiz, Director of Economic Development, reported that the initial Board will consist of five (5) voting directors who serve staggered terms of four (4) years with two (2) or three (3) directors' terms expiring June 1 of each odd-numbered year. The Board may change the number of voting directors in the future with approval of the City Council. To qualify as a director, a person must be at least 18 years old and a resident of the district; an owner of property in the district; an owner of stock of a corporate owner of property in the district; an owner of a beneficial interest in a trust that owns property in the district; or, an agent, employee or tenant of a person the listed above. The owner of the College Station Town Center tract has nominated five directors that meet the minimum qualifications: Jeff Brown, Hays Glover, Kamal Ariss, Uri Geva, and Randall Rother.

MOTION: Upon a motion made by Councilmember Berry and a second by Councilmember Nichols, the City Council voted five (5) for and one (1) opposed, with Councilmember Benham voting against, to appoint Jeff Brown and Kamal Ariss to two-year terms and Hays Glover, Uri Geva, and Randall Rother to four-year terms on the Board of Directors for Rock Prairie Management District No. 2. The motion carried.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3668, amending the Comprehensive Plan Future Land Use and Character Map from Restricted Suburban to General Suburban for approximately 22 acres located at 3940 and 4300 North Graham Road, and more generally located west of Holleman Drive South near the Sherwood Heights Subdivision and immediately north of the city limit line.

Mark Bombek, Planning and Development, stated that this request is for an amendment to General Suburban on the Future Land Use and Character Map and as a step toward permitting a high-density single-family residential subdivision on approximately 22 acres located west of the Sherwood Heights Subdivision and immediately north of the city limits boundary.

The Planning and Zoning Commission considered this item at their June 18 meeting and voted 3-2 to recommend approval of the request. Staff recommends denial of the request.

At approximately 8:06 p.m., Mayor Berry opened the Public Hearing.

Joan Dziezyc, 4838 Timberline Dr, spoke against this item, citing a lack of infrastructure.

C. Jane Welsh, 12922 Cedar Bend Rd, submitted written comments.

Robert Smith, 5011 Timberline Dr., spoke against this item citing a lack of infrastructure.

Barbara Sharf, 12966 Cedar Bend Rd, submitted written comments.

Elaine Rayburn, 12933 Cedar Bend Rd, submitted written comments.

Mary Williams, 5064 Holleman Dr. S, spoke against this item on behalf of her parents who cite a lack of infrastructure in the area to support the additional traffic.

James Haverland, 5451 Timberwood, representing Timberwood HOA, spoke against the item, citing a lack of infrastructure and traffic problems in the area.

Chad Wooten, 12975 S. Dowling Rd, spoke on his concerns regarding the increased density in this area, flooding, and traffic issues.

There being no further comments, the Public Hearing was closed at 8:15 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted five (5) for and one (1) opposed, with Councilmember Benham voting against, to deny the request to amend the Comprehensive Plan Future Land Use and Character Map from Restricted Suburban to General Suburban for approximately 22 acres located at 3940 and 4300 North Graham Road, and more generally located west of Holleman Drive South near the Sherwood Heights Subdivision and immediately north of the city limit line. The motion carried.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3669, amending Chapter 12, "Unified Development Ordinance," section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing

the zoning district boundaries for approximately 22.26 acres from R Rural to GS General Suburban, consisting of one 11.26 acre tract being located in the Peter Norton Survey, Abstract No. 186 and the John Payne Survey, Abstract no. 195, College Station, Brazos County, Texas. Said tract being the same tract of land as described by a deed to Ovais Inc. recorded in Volume 6863, Page 86 of the Official Public Records of Brazos County, Texas and one 11.00 acre tract being located in the Peter Norton Survey, Abstract No. 186 and the John Payne Survey, abstract no. 195, College Station, Brazos County, Texas. Said tract being the same tract of land as described by a deed to Whitworth Financial Inc. recorded in Volume 6508, page 41 of the Official Public Records of Brazos County, Texas; located at 3940 & 4300 North Graham Road, more generally located west of Holleman Drive South near the Sherwood Heights Subdivision and immediately north of the city limit line, providing a severability clause; declaring a penalty; and providing an effective date.

Mark Bombek, Planning and Development, stated that this request is to rezone approximately 22 acres from R Rural to GS General Suburban for the property located at 3940 & 4300 North Graham Road.

The Planning and Zoning Commission considered this item on June 18, 2015 and voted 3-2 to approve the rezoning request. Staff recommends denial of the requested rezoning because the request is inconsistent with the Comprehensive Plan and the subject property has service limitations including a lack of sewer infrastructure, rural road sections, and Fire Department response time. The intensity of the proposed development cannot yet be served safely and effectively.

At approximately 8:27 p.m., Mayor Berry opened the Public Hearing.

Keith Roberts, 2168 Rockcliffe Loop, stated that he is part of the development team on this project and spoke in favor of rezoning this property on the basis that it would have a minimal impact on the infrastructure in area.

There being no further comments, the Public Hearing was closed at 8:28 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Mooney, the City Council voted five (5) for and one (1) opposed, with Councilmember Benham voting against, to deny Ordinance 2015-3669, amending Chapter 12, "Unified Development Ordinance," section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries for approximately 22.26 acres from R Rural to GS General Suburban, consisting of one 11.26 acre tract being located in the Peter Norton Survey, Abstract No. 186 and the John Payne Survey, Abstract no. 195, College Station, Brazos County, Texas. Said tract being the same tract of land as described by a deed to Ovais Inc. recorded in Volume 6863, Page 86 of the Official Public Records of Brazos County, Texas and one 11.00 acre tract being located in the Peter Norton Survey, Abstract No. 186 and the John Payne Survey, abstract no. 195, College Station, Brazos County, Texas. Said tract being the same tract of land as described by a deed to Whitworth Financial Inc. recorded in Volume 6508, page 41 of the Official Public Records of Brazos County, Texas; located at 3940 & 4300 North Graham Road, more generally located west of Holleman Drive South near the Sherwood Heights Subdivision and immediately north of the city limit line, providing a severability clause; declaring a penalty; and providing an effective date. The motion carried.

6. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3670, amending the Comprehensive Plan - Future Land Use & Character Map from Estate and Restricted Suburban to Restricted Suburban and Suburban Commercial for approximately 25 acres located at 4201 Rock Prairie Road, and more generally located at the northeast corner of Rock Prairie Road and Bird Pond Road.

Jennifer Prochazka, Planning and Development, stated that this request is for an amendment to Restricted Suburban and Suburban Commercial as a step toward permitting a residential subdivision on approximately 17 acres with an additional five to seven acres of Suburban Commercial located at the northeast corner of Rock Prairie Road and Bird Pond Road.

The Planning and Zoning Commission considered this item at their June 18 meeting and voted 5-0 to recommend approval of the request. Staff also recommends approval.

David Coleman, Director of Water Services, gave information regarding the expense of maintaining lift stations and the benefit of gravity fed lines.

At approximately 8:59 p.m., Mayor Berry opened the Public Hearing.

Tim Spiars, 3101 Robert Drive, Richardson, Texas, owner of Flying Ace Ranch, a business that sits on adjacent land, and spoke regarding his concerns that this item may change the way his business is operated in the future.

Jeffery Leatherwood, 4618 Midsummer Ln., operations manager at Flying Ace Ranch, a business that sits on adjacent land, spoke on his concerns that this item may change the way his business is operated in the future.

Pete Catalena, 1601 Bird Pond Rd., spoke in favor of this item based on his discussions with the developer and understanding of the types of lots and homes that will be constructed.

There being no further comments, the Public Hearing was closed at 9:08 p.m.

MOTION: Upon a motion made by Councilmember Aldrich and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2015-3670, amending the Comprehensive Plan - Future Land Use & Character Map from Estate and Restricted Suburban to Restricted Suburban and Suburban Commercial for approximately 25 acres located at 4201 Rock Prairie Road, and more generally located at the northeast corner of Rock Prairie Road and Bird Pond Road. The motion carried unanimously.

7. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3671, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries for approximately 20.872 acres from R Rural to 17.14 acres of RS Restricted Suburban and 3.732 acres of SC Suburban Commercial, both tracts being located in the Thomas Caruthers League, Abstract No.9, College Station, Brazos County, Texas. Said Tracts being portions of the remainder of a called 26.25 acre tract as described by a deed to Dale W. Conrad and Wife, Reba J. Conrad recorded in Volume 460, Page 505

of the Deed Records of Brazos County, Texas; generally located at 4201 Rock Prairie Road, and more generally located at the northeast corner of Rock Prairie Road and Bird Pond Road.

Jennifer Prochazka, Planning and Development, reported the applicant has requested rezoning to 17.14 acres of Restricted Suburban and 3.732 acres of Suburban Commercial along the Rock Prairie Road frontage. An additional five acres at the corner of Rock Prairie Road and Bird Pond Road (also under consideration for a Comprehensive Plan amendment to Suburban Commercial) is not requested to be rezoned at this time and would remain zoned Rural.

The Planning and Zoning Commission considered this item at their June 18 meeting and voted 5-0 to recommend approval of the request. Staff recommends denial of the requested rezoning because the subject property has service limitations including a lack of sewer infrastructure, the need for additional water line infrastructure to meet fire flow requirements, rural road sections, and it is not located within the Fire Department's desired 4.5 minute response time. The intensity of the proposed development cannot yet be served safely and effectively.

At approximately 9:22 p.m., Mayor Berry opened the Public Hearing.

Tim Spiars, 3101 Robert Drive, Richardson, Texas, owner of Flying Ace Ranch, requested that the Council consider adding an amendment to the motion that will add a buffer to the property around the Flying Ace Ranch.

Jeffery Leatherwood, 4618 Midsummer Ln., operations manager at Flying Ace Ranch, requested that a buffer amendment be added to the motion.

There being no further comments, the Public Hearing was closed at 9:30 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted five (5) for and one (1) opposed, with Councilmember Aldrich voting against, to postpone action on Ordinance 2015-3671 to the August 13th meeting. The motion carried.

8. Public Hearing, presentation, possible action and discussion of Ordinance 2015-3672, amending Chapter 10 "Traffic Code" to remove parking along Arrington Road.

Troy Rother, Traffic Engineer, reported that citizens have contacted the City with concerns about parking along Arrington Road between State Highway 6 Frontage Road South and Decatur Drive. A primary concern is vehicles needing to drive in the opposing left-turn lane or on the other side of the double yellow line due to available pavement width. Traffic engineering evaluated the parking situation and presented a need to remove parking along Arrington Road to the Traffic Management Team.

The Traffic Management Team evaluated Traffic Engineering's request and recommends removing parking along Arrington Road in the affected area.

At approximately 9:47 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:47 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Aldrich, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2015-3672, amending Chapter 10 "Traffic Code" to remove parking along Arrington Road. The motion carried unanimously.

9. Public Hearing, presentation, possible action and discussion of Ordinance 2015-3673, amending Chapter 10 "Traffic Code" to remove stopping, standing, and parking along Ravenstone Loop, Appleby Place, and Edinburgh Place.

Troy Rother, Traffic Engineer, reported that citizens have contacted the City with concerns about the loading and unloading of Forest Ridge Elementary School students at trailheads along Ravenstone Loop. A primary concern is the ability to see pedestrians crossing the street at the trailheads and at Ravenstone Loop's intersection with Appleby Place and Edinburgh Place. An additional concern is the ability for emergency vehicles to respond to emergencies along Ravenstone Loop, Appleby Place, and Edinburgh Place during school pick-up and drop-off periods.

Based upon the need for emergency vehicle access and the need to see pedestrians along Ravenstone Loop, Appleby Place, and Edinburgh Place, the traffic management team recommends approving this ordinance.

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

Jana Cogswell, 2055 Ravenstone Loop, submitted written comments.

Margaret Little, 2059 Ravenstone Loop, submitted written comments.

Shawn Palermo, 2072 Ravenstone Loop, submitted written comments.

Joe Guerra, 2079 Ravenstone Loop, spoke in support of this ordinance

There being no further comments, the Public Hearing was closed at 9:55 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Nichols, the City Council voted five (5) for and one (1) opposed, with Councilmember Mooney voting against, to adopt Ordinance 2015-3673, amending Chapter 10 "Traffic Code" to remove stopping, standing, and parking along Ravenstone Loop, Appleby Place, and Edinburgh Place. The motion carried.

10. Adjournment.

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:56 p.m. on Thursday, July 9, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #:	15-0160	Version:	1	Name:	2015-2019 Consolidated Plan
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	3/18/2015	In control:		In control:	City Council Regular
On agenda:	7/23/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the approval of a resolution adopting the City's proposed Program Year (PY) 2015-2019 Consolidated Plan and establishment of a Community Development Program as described in Chapter 373 of the Texas Local Government Code.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	Attachment 1 - Resolution for 2015-2019 Condsolidated Plan.pdf Attachment 2 - FY 2016 Plan Development Process Summary.pdf Attachment 3 - 2015-2019 Community Development Goals.pdf Attachment 4 - Community Development Project Descriptions.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of a resolution adopting the City's proposed Program Year (PY) 2015-2019 Consolidated Plan and establishment of a Community Development Program as described in Chapter 373 of the Texas Local Government Code.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of a resolution adopting the proposed PY 2015-2019 Consolidated Plan, establishment of a Community Development Program as described in Chapter 373 of the Texas Local Government Code, and authorization for the City Manager or his designee to execute all necessary documents.

Summary:

Community development programming for the City of College Station is currently directed by the 2010 - 2014 Consolidated Plan, which will expire on September 30, 2015. In order to receive the Community Development Block Grant (CDBG) and HOME Investment Partnership Program grant (HOME) on an annual basis, the U. S. Department of Housing and Urban Development (HUD) requires each grantee develop a five-year Consolidated Plan which includes a needs assessment, housing market analysis, and strategic plan that defines specific goals and objectives to establish a

unified vision for actions that will be carried out over the next five years.

Staff presented the proposed 2015 - 2019 Consolidated Plan at the July 9th meeting. Additionally, the plan has been available for public comment from June 22nd to July 21st and staff conducted a public hearing at the Lincoln Center on July 7th. Comments received have been considered and included in the final proposed plan. A copy of all comments will be provided at the Council meeting. A summary of the plan development process is included as Attachment 2.

CDBG and HOME may only be used to: (1) benefit low- and moderate-income persons; (2) aid in the elimination of slum and blighting influences; and/or (3) meet an urgent community need. Further, CDBG funds may be used to meet local needs through a wide range of community development activities, while HOME funds may only be used for affordable housing activities. A summary of the proposed Community Development Goals for PY 2015 - 2019 is included as Attachment 3 along with the project descriptions as Attachment 4.

The 2015 - 2019 Consolidated Plan must be delivered to HUD no later than August 16th. Therefore, this information is presented prior to the Council's consideration of the overall City budget. Adoption of this plan by resolution also establishes a Community Development Program as defined by Chapter 373 of the Texas Local Government Code and provides authority for the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms required by HUD.

The PY 2015 Annual Action Plan and PY 2015 (FY 2016) Community Development Budget adoption will be requested by separate resolution (Legislative Detail 15-0365)

Budget & Financial Summary: Budget and Financial Summaries will be included in the PY 2015 Annual Action Plan and PY 2015 (FY 2016) Community Development Budget

Attachments:

- 1 - Resolution
- 2 - 2015 - 2019 Consolidated Plan Development Process Summary
- 3 - PY 2015 - 2019 Community Development Goals
- 4 - Community Development Project Descriptions

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A FIVE-YEAR CONSOLIDATED PLAN AND ESTABLISHING A COMMUNITY DEVELOPMENT PROGRAM AS DESCRIBED IN CHAPTER 373 THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the City Council of the City of College Station, Texas, desires to utilize federal Community Development Block Grant and HOME Investment Partnership Grant funds to: (1) improve the living and economic conditions of persons of low and moderate income; (2) benefit low or moderate income neighborhoods; (3) aid in the prevention or elimination of slum and blighted areas; and (4) met other urgent community development needs; and

WHEREAS, the City Council of the City of College Station, Texas, has: (1) identified areas of the City in which predominantly low and moderate income persons reside; (2) established areas in which community development activities are proposed; (3) prepared and adopted a plan under which citizens may publicly comment on the proposed community development activities; (4) conducted public hearings on the proposed activities; and (5) adopted the community development program by resolution; now, therefore;

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

PART 1: That the City Council hereby approves the 2015-2019 Consolidated Plan and designates the City Manager or his designee has the signature authority for all applicable and required documents, and;

PART 2: That the City Council hereby approves the adoption of the above references Community Development Program as defined and described in Chapter 373 of the Texas Local Government Code, also known as the Texas Community Development Act of 1975, and;

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of July 2015.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Attachment 2: Consolidated Plan and Budget Development Process Summary, FY 2016

Event	Date
Pre-proposal workshop for agencies	Feb. 13, 2015
Public hearing on Consolidated Plan and Budget (Lincoln Center)	Mar. 10, 2015
JRFRC proposals due	Mar. 27, 2015
JRFRC Meeting	Apr. 2, 2015 Apr. 9, 2015 Apr. 16, 2015 Apr. 23, 2015 May 7, 2015 May 14, 2015
JRFRC Public Service Agency public hearings	May 20, 2015 May 21, 2015
30-Day Public Comment Period begins	June 22, 2015
Public hearing to present goal and objectives and public comments regarding the proposed PY 2015 Annual Action Plan (Lincoln Center)	July 7, 2015
First presentation of Consolidated Plan and Budget to City Council	July 9, 2015
30-Day Public Comment Period ends	July 21, 2015
Request council approval by consent agenda of PY 2015 Annual Action Plan and Budget	July 23, 2015
PY 2015 Annual Action Plan due to HUD no later than	Aug. 17, 2015

Attachment 5: PY 2015-2019 Community Development Goals

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Housing - Rehabilitation	2015	2019	Affordable Housing		Rental Housing Special Needs	HOME: \$75,000	Rental units rehabilitated: 10 Household Housing Unit
2	Rental Housing - Construction	2015	2019	Affordable Housing		Rental Housing Special Needs	HOME: \$300,000	Rental units constructed: 50 Household Housing Unit
3	Owner Housing - Rehabilitation/Reconstruction	2015	2019	Affordable Housing		Owner-Occupied Housing	CDBG: \$50,000 HOME: \$275,000	Homeowner Housing Rehabilitated: 16 Household Housing Unit
4	Owner Housing - Demolition	2015	2019	Affordable Housing Non-Housing Community Development		Owner-Occupied Housing Public Facilities & Infrastructure	CDBG: \$50,000	Buildings Demolished: 5 Buildings
5	Rental/Owner Housing - Code Enforcement	2015	2019	Non-Housing Community Development		Rental Housing Owner-Occupied Housing	CDBG: \$500,000	Housing Code Enforcement/Foreclosed Property Care: 25000 Household Housing Unit
6	Homeownership - Down Payment Assistance	2015	2019	Affordable Housing		Homeownership	HOME: \$500,000	Direct Financial Assistance to Homebuyers: 25 Households Assisted
7	Homeownership - Financial Literacy	2015	2019	Affordable Housing		Homeownership		Other: 375 Other
8	Homeownership - Construction	2015	2019	Affordable Housing		Owner-Occupied Housing Homeownership	CDBG: \$400,000 HOME: \$400,000	Homeowner Housing Added: 4 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	Homelessness - TBRA Security Deposits	2015	2019	Homeless		Rental Housing Homelessness Special Needs	HOME: \$125,000	Tenant-based rental assistance / Rapid Rehousing: 375 Households Assisted
10	Homelessness - Outreach and Assessment	2015	2019	Homeless Non-Homeless Special Needs Non-Housing Community Development		Homelessness Special Needs Public Services	CDBG: \$10,000	Other: 20 Other
11	Homelessness - Services	2015	2019	Homeless		Homelessness Public Services	CDBG: \$70,000	Public service activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted
12	Special Needs - Services	2015	2019	Non-Homeless Special Needs		Special Needs Public Services	CDBG: \$150,000	Public service activities other than Low/Moderate Income Housing Benefit: 1100 Persons Assisted
13	Public Services - Health Care Services	2015	2019	Non-Housing Community Development		Special Needs Public Services	CDBG: \$350,000	Public service activities other than Low/Moderate Income Housing Benefit: 3600 Persons Assisted
14	Public Services - Youth Services	2015	2019	Non-Housing Community Development		Public Services	CDBG: \$110,000	Public service activities other than Low/Moderate Income Housing Benefit: 850 Persons Assisted
15	Public Services - Senior Services	2015	2019	Non-Homeless Special Needs Non-Housing Community Development		Special Needs Public Services	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
16	Public Services - Domestic Abuse & Neglect	2015	2019	Non-Homeless Special Needs Non-Housing Community Development		Special Needs Public Services	CDBG: \$80,000	Public service activities other than Low/Moderate Income Housing Benefit: 850 Persons Assisted
17	Public Services - Other	2015	2019	Non-Housing Community Development		Public Services	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
18	Public Facilities - Street Infrastructure	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: \$1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 25000 Persons Assisted
19	Public Facilities - Sidewalk Infrastructure	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: \$500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 15000 Persons Assisted
20	Public Facilities - Other Infrastructure	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: \$100,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
21	Public Facilities - Park Improvements	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: \$500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 20000 Persons Assisted
22	Economic Development - Business Loan Program	2015	2019	Non-Housing Community Development		Economic Development	CDBG: \$150,000	Jobs created/retained: 25 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
23	Economic Development - Job Training	2015	2019	Non-Housing Community Development		Economic Development	CDBG: \$50,000	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted

Goal Descriptions

1	Goal Name	Rental Housing - Rehabilitation
	Goal Description	Encourage and facilitate the rehabilitation of rental units.
2	Goal Name	Rental Housing - Construction
	Goal Description	Encourage and facilitate the construction of new affordable rental units through nonprofit or for-profit partners. Additional sources of funds include tax credits through the State of Texas and private funds.
3	Goal Name	Owner Housing - Rehabilitation/Reconstruction
	Goal Description	Encourage and facilitate maintenance of residential units by low- and moderate-income homeowners through minor repair grants (CDBG) and residential rehabilitation or reconstruction loans (HOME).
4	Goal Name	Owner Housing - Demolition
	Goal Description	Encourage and facilitate the removal of dilapidated residential structures and/or address community emergencies.
5	Goal Name	Rental/Owner Housing - Code Enforcement
	Goal Description	Utilize code enforcement regulations to maintain the integrity of older neighborhoods. Funds will support Code Enforcement Officer position(s).
6	Goal Name	Homeownership - Down Payment Assistance
	Goal Description	Encourage and support programs and projects that provide financial assistance to low- and moderate-income households purchasing existing or new affordable homes.

7	Goal Name	Homeownership - Financial Literacy
	Goal Description	Encourage and support programs and projects that provide education and counseling to lower-income homeowners and prospective homebuyers.
8	Goal Name	Homeownership - Construction
	Goal Description	Encourage and support programs and projects that construct new housing units for low- and moderate-income homebuyers.
9	Goal Name	Homelessness - TBRA Security Deposits
	Goal Description	Preventing homelessness through the provision of assistance for low-income households to secure and sustain safe, decent affordable housing. This is a coordinated effort among affordable housing providers and the City to provide security deposit assistance to eligible households.
10	Goal Name	Homelessness - Outreach and Assessment
	Goal Description	Fostering coordination, collaboration, and increased resources to assess community needs, available services, and service gaps. This information may be used to target and improve service provision.
11	Goal Name	Homelessness - Services
	Goal Description	Assist homeless persons in meeting health and human service needs; provide training and counseling opportunities to help with the transition to self-sufficiency. This goal will be met through public service provision.
12	Goal Name	Special Needs - Services
	Goal Description	Encourage and facilitate organizations that provide social and/or housing services to special needs populations.
13	Goal Name	Public Services - Health Care Services
	Goal Description	Encourage and support nonprofit providers of health and dental care to deliver programs to low- and moderate-income families and individuals.
14	Goal Name	Public Services - Youth Services
	Goal Description	Encourage and support nonprofit providers of youth services and programs to deliver programs to low- and moderate-income families.

15	Goal Name	Public Services - Senior Services
	Goal Description	Encourage and support nonprofit providers of mental health care and substance abuse counseling services to deliver programs to low- and moderate-income families and individuals.
16	Goal Name	Public Services - Domestic Abuse & Neglect
	Goal Description	Encourage and support nonprofit providers of domestic abuse and neglect services and programs to deliver programs to low- and moderate-income families.
17	Goal Name	Public Services - Other
	Goal Description	Encourage and support nonprofit providers of other public services and programs to deliver programs to low- and moderate-income families.
18	Goal Name	Public Facilities - Street Infrastructure
	Goal Description	Rehabilitation and expansion of street infrastructure.
19	Goal Name	Public Facilities - Sidewalk Infrastructure
	Goal Description	Rehabilitation and expansion of sidewalk infrastructure.
20	Goal Name	Public Facilities - Other Infrastructure
	Goal Description	Rehabilitation and expansion of other infrastructure, including water and sewer lines and flood drain improvements.
21	Goal Name	Public Facilities - Park Improvements
	Goal Description	Improve or expand park facilities including green space, neighborhood parks, and recreational facilities.
22	Goal Name	Economic Development - Business Loan Program
	Goal Description	Rehabilitate and/or develop new spaces for businesses to better realize job creation.

23	Goal Name	Economic Development - Job Training
	Goal Description	Support and expand community-wide training and employment activities targeting low- and moderate-income households.

Attachment 8: Community Development Project Descriptions

Owner-Occupied Housing Assistance

HOME and CDBG funds will be used for housing rehabilitation, minor repairs, weatherization, home security, and reconstruction for low-moderate income homeowners; the removal of architectural barriers; and the inspection, testing and abatement of lead hazards. Funds will also be used for program delivery costs including staff salaries and benefits.

Demolition

CDBG funds will be used for clearance, demolition, and removal of dilapidated structures that have been deemed uninhabitable in accordance with City codes, including the movement of structure to other sites. Funds will also be used for program delivery costs including staff salaries and benefits.

Interim Assistance

In case of a community emergency affecting the health and safety of residents, CDBG funds will be utilized to address immediate threats and for financial and technical assistance to coordinate clean-up efforts to eligible households.

Homebuyer Assistance

Down payment and closing cost assistance provided to eligible, qualified homebuyers through deferred no interest loans, which include a shared equity component, with HOME funds. Funds will be used for program delivery costs including staff salaries and benefits.

Community Housing Development Organization

HOME funds will be made available to an eligible CHDO for the acquisition, development and construction of affordable housing units or the rehabilitation of existing housing units.

CHDO Operating Expenses

HOME funds are allowable for 5% of grant for operating/administration expenses incurred by eligible CHDO to build capacity to carry out current and future CHDO activities.

Construction – Leveraged Development and Non-Profit Partners

HOME funds will be used to facilitate the development of new affordable housing or the renovation of existing housing for low-income residents. Activities may include the acquisition of land, soft costs, or construction of single-family or multi-family units.

Housing Services

CDBG funds will be used for costs associated with processing applicants for all HOME housing assistance programs and marketing efforts. Expenses will include staff salaries and benefits and homebuyer/homeowner counseling program.

Rental Rehabilitation

HOME funds will be matched with private funds to rehabilitate rental properties that will maintain affordable rents for low-income households for a specified period of time following the completion of the project. Projects will be selected based on the following priorities: bringing the unit up to City Codes and HUD standards, upgrade systems, energy conservation upgrades, exterior repairs, and other upgrades that increase marketability.

Code Enforcement

CDBG funds will be used for salary and benefits to support code enforcement activities in targeted low-to-moderate income areas in College Station. Two officers in the Community Services Department focus efforts in targeted areas.

Tenant Based Rental Assistance

Using HOME funds, CD staff will administer a security deposit assistance program for low income individuals and families who will reside in housing units located in a HTC property located in College Station. Current properties include The Haven Apartments, The Heritage at Dartmouth, and Santour Court. Other eligible properties include Terrace Pines Apartments and Villas of Rock Prairie. CD staff will work with the Housing Choice Voucher Program to provide security deposit assistance to qualified voucher holders securing housing in College Station. CD Staff will also work with BVCAA, which offers affordable rental units to lower-income households in College Station.

Public Services

15% of the City's CDBG fund allocation will be used in partnership with CDBG funds from the City of Bryan to fund non-profit social service agencies in the community. The Joint Relief Funding Review Committee, a Citizen Committee comprised of three members from the City of College Station and three from the City of Bryan, review program proposals from area nonprofits and recommend funding amounts based on their review. Funds are awarded to nonprofit programs who serve primarily low and moderate income residents of College Station and Bryan.

Public Facility

Funds will be used to design, engineer, construct, or rehabilitate streets, sidewalks, parks, water and wastewater utilities, or other infrastructure improvements in College Station.

Economic Development

Funds will be utilized in the establishment of a revolving loan program to spur economic development and create or retain jobs for qualified low- and moderate-income persons.

Program Administration

HOME and CDBG funds will be used for management, planning and administration of the City's PY 2014 CDBG, HOME and other eligible grant programs for LMI citizens. Staff will provide capacity building and technical assistance as needed to citizens, builders, developers, and service providers. Funds from the administrative budget are made available to Project Unity to provide planning and reporting support to CD staff and coordinate a variety of community meetings to address the needs of low- and moderate-income residents, available services, and resources among local service providers. The City will utilize administrative funds to provide education to the community regarding Federal Fair Housing laws and affirmatively further fair housing in College Station.



Legislation Details (With Text)

File #: 15-0355 **Version:** 1 **Name:** Fiber Lease
Type: Agreement **Status:** Consent Agenda
File created: 6/25/2015 **In control:** City Council Regular
On agenda: 7/23/2015 **Final action:**
Title: Presentation, possible action, and discussion on a lease agreement with Wirestar Inc. for lease of City Fiber Optic Cable Facilities.
Sponsors: Ben Roper
Indexes:
Code sections:
Attachments: [IRU initial draft final draft.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a lease agreement with Wirestar Inc. for lease of City Fiber Optic Cable Facilities.

Relationship to Strategic Goals: (Select all that apply)

- Diverse Growing Economy

Recommendation(s): Staff recommends approval.

Summary:

The work of the Research Valley Technology Council (RVTC) to encourage the development of next generation bandwidth services in the B/CS metropolitan area included exploring the option for commercial entities to lease spare city fiber or conduit. Continued work in this area indicates that there is commercial demand for city spare (or dark) fiber or city conduit to encourage the development of expanded broadband services. On March 26, 2015 Council approved an Ordinance permitting the lease of City Fiber Optic Cable Facilities. This item is the first lease authorized by the new Ordinance.

Budget & Financial Summary:

This lease will have a financial impact on the city. Modest revenue will be obtained from fiber or conduit leases.

Attachments:

Lease Agreement

DARK FIBER LEASE AGREEMENT

Between

College Station, Texas (“PROVIDER”)

and

WireStar Networks, LLC. (“USER”)

Dated _____

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EXHIBITS

Exhibit A	System Description
	A-1 Map of Route Segments
	A-2 Route Segment Listing
Exhibit B	Fiber Splicing, Testing, and Acceptance Standards and Procedures
Exhibit C	Fiber Specifications
Exhibit D	Cable Installation Specifications
Exhibit E	Operations Specifications
Exhibit F	Interconnections

DARK FIBER LEASE AGREEMENT

This Dark Fiber Lease Agreement (this “Agreement”) is made, as of the Effective Date (as hereafter defined), by and between the City of **College Station, Texas** (“PROVIDER”), and WireStar Networks, LLC., a Texas corporation (“USER”).

W I T N E S S E T H:

WHEREAS, PROVIDER has constructed a fiber optic communication system along the route segments depicted and described in Exhibit A attached hereto; and

WHEREAS, USER desires to lease, and PROVIDER desires to provide to USER, an exclusive license to use certain optical dark fibers in such fiber optic communications system as hereafter described for the consideration and upon the terms and conditions set forth below; and

WHEREAS, PROVIDER is authorized to lease its dark fiber pursuant to TEXAS UTILITIES CODE, Section 54.2025;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

ARTICLE I **DEFINITIONS**

Where capitalized, the following words and phrases in this Agreement shall be defined as follows:

“Acceptance” shall have the definition set forth in Exhibit B.

“Affiliate” means, with respect to any entity, any other entity controlling, controlled by or under common control with such entity, whether directly or indirectly through one or more intermediaries. “Control” and its derivatives mean legal, beneficial or equitable ownership, directly or indirectly, fifty percent (50%) or more of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity or management or operational control over such entity.

“Confidential Information” shall have the definition set forth in Section 18.1.

“Connecting Point” means a point where the network or facilities of USER will connect to the System as further defined in Exhibit F and subject to the terms of said Exhibit F and Section 5.1 below.

“Costs” means costs incurred and computed in accordance with the established accounting procedures used by PROVIDER to bill third parties for reimbursable projects and generally accepted accounting principles. Such costs include the following:

- (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs (the overhead allocation shall not exceed twenty five percent (25%) of the labor costs computed without such overhead); and
- (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, Required Rights, sales, use or similar taxes, etc.) plus ten percent (10%) of such costs and expenses.

“Dark Fibers” refers to those Fibers determined by PROVIDER to be excess capacity in its Fiber Optic Cable Facilities, provided without electronics or optronics, and which are not “lit” or activated.

“Effective Date” means the date on which this Agreement has been fully executed by both parties.

“Fiber Acceptance Testing” shall have the definition set forth in Exhibit B.

“Fiber Optic Cable Facilities” means the fiber optic cable and fibers contained therein, including the USER Fibers, and associated splicing connections, splice boxes and vaults, and conduit.

“Fibers” means any optical fibers contained in the System including the USER Fibers, the fibers of PROVIDER and the fibers of any third party in the System.

“Force Majeure Event” shall have the definition set forth in Section 20.1.

“Indemnitor” shall have the definition set forth in Section 13.1.

“Interconnect Facilities” shall have the definition set forth in Exhibit F.

“License Payment” shall have the definition set forth in Section 3.1.

“Non-Routine Maintenance” shall have the definition set forth in Section 8.1 below.

“POP” means Point of Presence, and is the point at which two or more different networks or communication devices build a connection with each other. POP generally refers to an access point, location or facility that connects to and helps other devices establish a connection with the Internet.

“Pro Rata Share” means a proportion equal to a fraction, the numerator of which is the number of USER Fibers and the denominator of which is all Fibers in the affected portion of the System. If this fraction varies over a particular Segment, then the Pro Rata Share shall be equal to the weighted average (weighted by length) of the relevant portions. For example, if the fraction for one hundred feet (100’) of the affected Segment is 0.1 and the fraction for the remaining fifty feet (50’) of the affected Segment is 0.07, the weighted average for the entire Segment would be 0.09.

“Route” means the route, including spurs, upon which the System is constructed and installed consisting of the Route Segments.

“Route Miles” means the actual miles traversed by the Fiber Optic Cable Facilities along the Route; provided that Route Miles in urban networks of one hundred (100) miles or less may be approximated and do not necessarily reflect the actual Route Miles of the System

“Route Segments” means the individual identified portions of the Route between each of the endpoints listed and described in Exhibit A-2 in which the USER Fibers will be located or in the fiber optic network as described in Exhibit A-2.

“Routine Maintenance” shall have the definition set forth in Section 8.1.

“Scheduled Delivery Date” means the date defined in Section 4.5 below.

“Segment” means a discrete portion of the System and may refer to a Span, a portion between two POPs or a POP and a System end point, or a portion of the System affected by a relocation or other circumstance.

“Span” means, a portion of the System between one designated point on the System and a System end point along the Route from such site.

“System” means PROVIDER’s fiber optic communications system constructed along the Route which will contain the USER Fibers including, but not limited to, the Fiber Optic Cable Facilities, Fibers, conduits, handholes, manholes and all other appurtenances and components of said communications system.

“Term” shall have the definition set forth in Section 7.1.

“USER” means the entity named on the face page of this Agreement.

“USER Equipment” shall mean optonics, electronics, optical or electrical equipment, or materials, facilities, or other equipment utilized by USER in connection with its use of the USER Fibers.

“USER Fibers” means those certain strands of optical Dark Fibers that USER has licensed, of the type and quantity specified in Exhibit A-1 and A-2, for each Route Segment and

meeting the specifications in Exhibit C within the Fiber Optic Cable Facilities installed or to be installed in the Route Segments of the System as identified by PROVIDER prior to commencement of Fiber Acceptance Testing under Exhibit B and in which USER shall be licensed under Article II.

“USER License” shall have the definition set forth in Article II.

“Voluntary Relocations” shall have the definition set forth in Section 8.2.

ARTICLE II **LICENSE**

2.1 On the Effective Date of this Agreement, and upon PROVIDER’s receipt of USER’s payment of the License Payment for each Route Segment, PROVIDER hereby grants to USER an exclusive license to use the USER Fibers for the purposes described and subject to the terms and conditions set forth in this Agreement (the “USER License”). Such license does not convey, grant or vest to USER any interest or legal title to any real or personal property, including, without limitation, land, including but not limited to any fee, leasehold, easement or franchise, Fibers, Fiber Optic Cable Facilities or the System. The USER License does not include any USER Equipment, including but not limited to any equipment used to transmit capacity over or “light” the USER Fibers.

2.2 Purposes of Use of the System. USER shall use the System only for the purpose of the transmission of data. PROVIDER specifically reserves the right to allow the System, with the exception of the USER Fibers, to be used by other parties and to make additions, deletions or modifications to the System subject to the rights of USER herein. In the event USER uses the System to provide in whole or in part services subject to Chapter 66, TEXAS UTILITIES CODE, or Chapter 283, TEXAS LOCAL GOVERNMENT CODE (as such statutes may be amended in the future), USER shall apply for the required certifications from the Texas Public Utility Commission and shall pay PROVIDER the fees provided in such statutory provisions.

ARTICLE III **CONSIDERATION**

3.1 Consideration for USER License. In addition to any other consideration provided for in this Agreement, USER agrees to pay to PROVIDER for the USER License to use the USER Fibers, a non-recurring payment as set forth on Exhibit A (the “License Payment”).

3.2 Charges for Routine Maintenance. USER shall pay PROVIDER a maintenance fee per Route Mile per month throughout the Term beginning on the Effective Date for each Route Segment for Routine Maintenance in the amounts set forth on Exhibit A-2. During the Term, PROVIDER shall send monthly invoices by electronic transmission or U.S. Mail to USER for such amounts for each calendar month following the Effective Date (with the first invoice including amounts accrued during the month in which the Effective Date occurs as well as the payment for the first full following month.). USER shall pay all such invoices within thirty (30) days after receipt. Payments shall be prorated, as necessary, for partial months in which the

Effective Date occurs or the Term expires. Routine Maintenance charges may be recalculated annually prior to the anniversary of the Effective Date. USER will be notified of the adjustment, if any, prior to the first invoice following the annual anniversary date.

3.3 **Charges for Non-Routine Maintenance and Relocations.** USER shall pay its Pro Rata Share of PROVIDER's Costs of performing Non-Routine Maintenance and relocations (except Voluntary Relocations), if the gross Cost of such work relating to any single event or multiple, closely related events is greater than \$5,000.00. Notwithstanding the foregoing: (a) PROVIDER shall repair or contract for repair any damage PROVIDER reasonably determines to be caused by the negligence or willful misconduct of USER, its employees, agents or contractors, with all Costs of such repairs, including administrative charges to cover PROVIDER's time to schedule and oversee work, to be reimbursed by USER within twenty (20) days after its receipt of PROVIDER's invoice therefor, together with reasonable supporting documentation, (b) PROVIDER shall repair, at its sole expense, any damage PROVIDER reasonably determines to be caused by the negligence or willful misconduct of PROVIDER, its employees, contractors or agents but shall not be entitled to charge USER for any portion of the Costs of such repairs under this Section; and (c) PROVIDER shall not be entitled to reimbursement from USER for relocations caused by a breach by PROVIDER of any of its obligations under this Agreement. To the extent a third party not having an interest in the System or Fibers in the System reimburses some or all of PROVIDER's gross Costs, or to the extent a third party having an interest in the System or Fibers in the System pays in excess of its Pro Rata Share (based on the number of Fibers in the System) of such Costs, PROVIDER shall reduce the gross Costs by the amount of such reimbursement for purposes of computing USER's Pro Rata Share of such Costs. PROVIDER shall either reflect such reduction in its invoice or shall promptly refund such reduction when it receives such reimbursement.

3.4 **Method of Payment.** All payments to PROVIDER set forth in this Article III shall be made in United States Dollars by wire transfer of immediately available funds to the account or accounts designated by PROVIDER. In addition to any other remedies set forth in this Agreement, all late payments not disputed in accordance with Section 21.4 shall bear interest accruing from the date due until paid at the lesser of 18% annual rate or highest amount permitted by law.

ARTICLE IV **CONSTRUCTION**

4.1 **Fiber Acceptance Testing.** Exhibit B sets forth Fiber Acceptance Testing procedures and test deliverables PROVIDER shall provide to USER.

4.2 **New Construction.** No new construction or installation by PROVIDER is planned or promised as part of this Agreement.

4.3 Notwithstanding any other provision herein to the contrary, USER shall be solely responsible for obtaining, at its sole cost and expense, any and all necessary franchises, easements, authorizations or permits specifically required as a result of USER's, as opposed to

PROVIDER's, use or operation of or with the USER Fibers and its operation, maintenance, repair, and replacement of all USER Equipment associated therewith.

4.4 **Prior Construction.** USER acknowledges that some or all of said design, engineering, installation, construction, splicing and testing described above may have previously been completed.

4.5 **Scheduled Delivery Dates.**

Subject to extension for delays resulting from Force Majeure Events and to extension or delay as otherwise permitted or provided in this Agreement, the "Scheduled Delivery Dates" for completion of, Fiber Acceptance Testing and hand-over of PROVIDER's test results and the USER Fibers to USER for the Route Segments are set forth in Exhibit A-2. USER shall have the right, upon reasonable prior written request, to observe testing of the USER Fibers which occurs after the Effective Date.

ARTICLE V
CONNECTION AND ACCESS TO THE SYSTEM

5.1 **Connections.** Subject to the provisions herein, USER shall pay for and arrange all connections of its facilities with the USER Fibers which connections shall only be made at Connecting Points approved by PROVIDER and in accordance with the procedures set forth in Exhibit F. USER shall reimburse PROVIDER for any and all Costs incurred by PROVIDER as a result of making such connections and shall pay any other applicable charges or fees as specified in Exhibit F.

5.2 **No Unauthorized Access to System.** USER shall not access any part of the System without the prior written consent of PROVIDER, and then only upon the reasonable terms and conditions specified by PROVIDER.

ARTICLE VI
COLLOCATION

No collocation rights or obligations are provided with respect to this Agreement. In the event collocation space is provided in any PROVIDER facilities, the parties will enter into a collocation agreement in form acceptable to PROVIDER.

ARTICLE VII
TERM

7.1 **Term.** The term of the USER License will commence upon the Effective Date and shall continue for a period of ten (10) years thereafter unless earlier terminated pursuant to the terms of this Agreement (the "Term").

7.2 **USER's Right to Use the System.** USER's right to use the System commences on the Effective Date, unless there is a Route Segment(s) that has been identified and listed in Appendix A-2 that PROVIDER and USER agree has not been tested, or test results indicate a problem that PROVIDER agrees to attempt to correct. In this instance, USER's right to use all or any part of the System will not occur for these Route Segment(s), until the identified problem has been corrected and payment in full of the License Payment has been made by USER to PROVIDER.

7.3 **Effect of Termination.** Upon expiration of the Term or other termination of this Agreement, USER's right to use the USER Fibers shall automatically expire.

7.4 **Survival.** The expiration or termination of this Agreement shall not affect the rights or obligations of any party hereto with respect to any payment hereunder for services rendered prior to the date of termination, or pursuant to the Articles of this Agreement entitled Indemnification, Limitation of Liability, Insurance, License Fees, Confidentiality and Proprietary Information, or pursuant to any other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement.

ARTICLE VIII **MAINTENANCE AND RELOCATION**

8.1 **Maintenance.** During the Term, PROVIDER shall perform all required Routine Maintenance and Non-Routine Maintenance. "Non-Routine Maintenance" means maintenance and repair work that PROVIDER is obligated to provide under this Agreement and described in Exhibit E other than:

- (a) the work specifically identified as Routine Maintenance in Exhibit E;
- (b) work in which the aggregate amount of Costs incurred as a result of any single event or multiple, closely related events is less than or equal to Five Thousand and No/100 Dollars (\$5,000); or
- (c) work for which USER is obligated to reimburse PROVIDER for all or a portion of the Costs incurred pursuant to other Articles of this Agreement.

"Routine Maintenance" means maintenance and repair work that is described in Subsections 8.1(a) or 8.1(b).

8.2 **Relocation Procedures.** Except as provided herein for emergencies, PROVIDER may relocate, modify or alter all or any portion of the System or any of the facilities used or required in providing USER with the USER License: (i) if a third party with legal authority to do so orders or threatens to order such relocation (e.g., through filing or threatening to file a condemnation suit), (ii) in order to comply with applicable laws, (iii) to prevent or abate interference with or interruption of the System, or an unreasonable risk thereof, due to the

existence of physical conditions (e.g. rock slides, seismic conditions), (iv) to reduce governmental fees or taxes assessed against it or USER if mutually agreed by the parties, or (v) if it determines to do so in its reasonable business judgment. A relocation made solely pursuant to Clause (v) shall be considered a "Voluntary Relocation." PROVIDER shall provide USER as much advance notice as possible but shall use reasonable efforts to provide at least sixty (60) calendar days' prior notice of any such relocation, if reasonably feasible. PROVIDER shall have the right to direct such relocation, modification or alteration, including the right to determine the extent of, the timing of, and methods to be used for such relocation, provided that any such relocation:

- (a) shall be constructed and tested in accordance with the specifications and requirements set forth in this Agreement and applicable Exhibits;
- (b) shall not result in a materially adverse change to the operations, performance, Connecting Points with the network of USER, or end points of the Route Segment; and
- (c) shall not unreasonably interrupt service on the System.

8.3 USER shall have no responsibility for costs and expenses relating to the relocation, modification or alteration of the USER Fibers or the System for the purpose of meeting the needs of the PROVIDER or any other user. In all cases, USER shall bear the costs incurred in any rearrangement, relocation, modification or alteration of USER Equipment.

8.4 In the event of an emergency as determined by PROVIDER, PROVIDER may relocate, modify, or alter the USER Fibers and/or the System without prior notice to USER. In such event, as soon as reasonably practicable thereafter and not less than seventy-two (72) hours after having taken such action, PROVIDER will advise USER of the emergency work performed or the action taken with respect to any emergency modification or alteration of the USER Fibers and/or the System.

8.5 **Supply and Maintenance of USER Equipment Excluded.** USER acknowledges and agrees that PROVIDER is not supplying nor is PROVIDER obligated to supply to USER any USER Equipment, including but not limited to, optronics or electronics or optical or electrical equipment or other facilities, such as generators, batteries, air conditioners, fire protection and monitoring and testing equipment, all of which are the sole responsibility of USER. Nor is PROVIDER responsible for performing any work other than as specified in this Agreement. PROVIDER shall have no obligation under this Agreement to maintain, repair, or replace USER Equipment.

8.6 Notwithstanding any other provision of this Agreement, if USER's Equipment is not maintained in accordance with this Agreement, and USER has not corrected the violation within thirty (30) days from receipt of written notice thereof from PROVIDER, PROVIDER may at its own option correct such conditions at USER's expense. PROVIDER will notify USER prior to performing such work where practicable. When PROVIDER reasonably believes that such conditions pose an immediate threat to the safety of PROVIDER's employees or the public,

interfere with the performance of service obligations of PROVIDER, or pose an immediate threat to the integrity of the System, PROVIDER may perform such work and or take such action at USER's expense that it deems necessary without first giving notice to USER, and shall be indemnified by USER for such work in accordance with ARTICLE XIII herein. As soon as practicable thereafter and not less than seventy-two (72) hours after having taken such action, PROVIDER will advise USER in writing of the work performed or the action taken and make all reasonable efforts to arrange for reaccommodation of USER's Equipment so affected. USER shall be responsible for paying PROVIDER for all Costs incurred by PROVIDER in taking action under this section.

ARTICLE IX **USE OF THE SYSTEM**

9.1 **Compliance with Law.** USER warrants that its use of the USER Fibers and the System shall comply in all material respects with applicable government codes, ordinances, laws, rules, regulations and restrictions and shall not have an adverse effect on the System or its use.

9.2 **USER's Rights Exclusive for USER Fibers.** USER may use the USER Fibers for any lawful telecommunications purpose, except sublease, assignment or conveyance to any other entity or organization. PROVIDER shall have no right to use the USER Fibers during the Term of this Agreement. Nothing in this Agreement shall limit the City's right to enter into a Lease Agreement with any other entity or user for Fiber Optic Cable Facilities not covered by this Agreement.

9.3 **Notice of Damage.** USER shall promptly notify PROVIDER of any matters pertaining to any damage or impending damage to or loss of the use of the System that are known to it and that could reasonably be expected to adversely affect the System. PROVIDER shall promptly notify USER of any matters pertaining to any damage or impending damage to or loss of the USER Fibers and/or the System that are known to it and that could reasonably be expected to adversely affect the USER Fibers and/or USER's use thereof.

9.4 **Preventing Interference with Other Fibers.** Neither USER nor PROVIDER shall use equipment, technologies, or methods of operation that knowingly interfere in any way with or adversely affect the System or the use of the System by the other party or third parties or their respective Fibers, equipment, or facilities associated therewith. Each party shall take all reasonable precautions to prevent damage to the System or to Fibers used or owned by the other party or third parties. Notwithstanding the above, the provisions of this Section shall not prevent a party from using commercially reasonable equipment, technologies, or methods of operation if the interference or adverse effect on the other party or a third party results primarily from such other party or third party's use of equipment, technologies, or methods of operation that are not commercially reasonable or that are not standard in the telecommunications industry.

9.5 **Liens.** USER shall not cause or permit any part of the System to become subject to any mechanic's, materialmen's, or vendor's lien, or any similar lien. If USER breaches its obligations under this Section, it shall immediately notify PROVIDER in writing, shall promptly cause such lien to be discharged and released of record without cost to PROVIDER and shall

indemnify PROVIDER against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such lien.

9.6 **Security Interests in System Licensed by PROVIDER.** PROVIDER represents and warrants to USER that as of the Effective Date there are no liens or material encumbrances on, against or affecting the USER Fibers or USER License under Section 2.1.

ARTICLE X **AUDIT RIGHTS**

Right to Audit. Each party shall keep such books and records (which shall be maintained on a consistent basis and substantially in accordance with generally accepted accounting principles) as shall readily disclose the basis for any charges (except charges fixed in advance by this Agreement or by separate agreement of the parties) or credits, ordinary or extraordinary, billed or due to the other party under this Agreement and shall make them available for examination, audit, and reproduction by the other party and its agents for a period of two (2) years after such charge or credit is billed or due. A party shall be entitled to engage an independent, nationally recognized third party auditing firm (which firm is not regularly used by such Party for its corporate audit) to verify or determine the proper amount of such charges or credits billable and payable under the terms and conditions of this Agreement. The party requesting the audit shall pay all costs of the independent auditor.

ARTICLE XI **WARRANTIES**

11.1 **Warranties Relating to Agreement Validity.** In addition to any other representations and warranties contained in this Agreement, each party hereto represents and warrants to the other that:

- (a) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
- (b) it has taken all requisite corporate action to approve the execution, delivery, and performance of this Agreement;
- (c) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms; and
- (d) it has no actual knowledge that its execution of and performance under this Agreement violates any applicable existing regulations, rules, statutes, or court orders of any local, state, or federal government agency, court, or body.

11.2 **Third Party Warranties.** The parties acknowledge and agree that, on and after the Effective Date, USER's sole rights and remedies with respect to any degradation of the USER Fibers or for any defect in or failure of the USER Fibers to perform in accordance with

the applicable vendor's or manufacturer's specifications, which failure or defect does not result from PROVIDER's breach of its construction, maintenance and/or repair obligations under this Agreement, shall be limited to the particular vendor's or manufacturer's warranty with respect thereto.

11.3 **EXCLUSION OF WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTY TO USER OR ANY OTHER ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY FIBERS, THE SYSTEM, OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, PROVIDER AND USER AGREE THAT ACCESS TO PROVIDER FIBER OPTIC CABLE FACILITIES IS ON AN "AS-IS" BASIS.

ARTICLE XII **DEFAULT**

12.1 **Default and Cure.** Except as set forth in Section 12.2, a party shall not be in default under this Agreement unless and until the other party provides it written notice of a material default and the first party shall have failed to cure the same within fourteen (14) calendar days after receipt of such notice; provided, however, that where a material default cannot reasonably be cured within such fourteen (14) day period, if the first party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such curing. Any event of default may be waived at the non-defaulting party's option. Upon any failure of a party to timely cure any material default after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Articles XIV (Limitation of Liability); (i) take such action as the non-defaulting party deems necessary and appropriate to remedy and cure the default at the expense of the defaulting party; (ii) as to PROVIDER, suspend its performance under this Agreement in accordance with and subject to Section 12.2; (iii) as to any monetary obligation of the defaulting party, enforce payment thereof, including interest as provided herein together with reimbursement of reasonable attorney's fees expended in the collection of the amounts due; and/or (iv) take any other action expressly authorized for such default pursuant to the terms of this Agreement.

12.2 **Disconnection for Failure to Pay.** In addition to the remedies set forth in Section 12.1 and notwithstanding any provisions to the contrary, if USER fails to fully pay any amount invoiced under this Agreement within seven (7) days of the due date, PROVIDER may, in addition to any other remedies that it may have under this Agreement or by law, in its sole discretion and without liability for damages, take the following actions upon thirty (30) calendar days' notice if such payment (together with applicable interest) is not made within such 30-day period:

- (a) disconnect the USER Fibers from any POP or Connecting Point;
- (b) remove, or require USER to remove, any USER Equipment from PROVIDER's premises, if any, upon commercially reasonable notice; And/or
- (c) terminate this Agreement, and take full right and possession of USER Fibers.

12.3 **Termination by PROVIDER.** PROVIDER may terminate this Agreement for all or a portion of the USER Fibers upon giving notice, as provided herein, if: (i) PROVIDER decides for any reason to terminate operation and maintenance of the System; or (ii) in the event PROVIDER determines that it needs the System and USER Fibers for its own uses. Any fees paid in advance by USER shall be refunded on the date the termination is effective.

12.4 **Termination by USER.** USER may terminate this Agreement for all or a portion of the USER Fibers so long as USER has fully paid any and all Costs and accrued fees due to PROVIDER for the terminated Fiber.

12.5 **Immediate Termination.** Immediate termination shall occur if this Agreement is ruled illegal, in whole or in part, by the ruling of a court of competent jurisdiction, or if the Agreement is prohibited or made impractical to perform by an action of the Texas Legislature or other branch or agency of Texas government; or if the Agreement is determined by PROVIDER to be infeasible or impractical to perform as the result of a legal claim or challenge.

12.6 **Interest.** If either PROVIDER or USER fails to make any payment under this Agreement when due, such amounts shall accrue interest, from the date such payment is due until paid, including accrued interest, at the rate specified in Section 3.4 or, if lower, the highest percentage allowed by law.

12.7 **Bankruptcy.** A declaration of bankruptcy by USER will result in immediate termination of this Agreement and relinquishment of any right to use or occupy USER Fibers.

ARTICLE XIII **INDEMNIFICATION**

13.1 **Indemnification.** USER ("INDEMNITOR") SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES FROM, AND ASSUME LIABILITY FOR, ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF PROVIDER, AN ALLEGED

BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY PROVIDER OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

13.2 Release. USER releases, relinquishes, and discharges PROVIDER, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the USER or its employees and any loss of or damage to any property of USER or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with this Agreement. Both PROVIDER and USER expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by USER or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by PROVIDER, any other party released hereunder, USER, or any third party.

13.3 Claims of Customers. In addition to the foregoing indemnities, with respect to third parties that use services provided over the USER Fibers, USER shall defend, indemnify and hold harmless PROVIDER against any claims by such third parties for damages arising or resulting from any defect in or failure of the USER Fibers or the System.

13.4 Material and Continuing Obligation. USER's obligation to indemnify, defend, protect, and save PROVIDER harmless is a material obligation to the continuing performance of PROVIDER's obligations hereunder.

ARTICLE XIV LIMITATION OF LIABILITY

14.1 GENERAL EXCLUSION OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY NOR ANY OF THE OFFICERS, EMPLOYEES, OR AGENTS OF A PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR LOST REVENUES OR PROFITS, COST OF REPLACEMENT FACILITIES OR SERVICES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER OR NOT FORESEEABLE, SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT OR ITS USE OF THE SYSTEM, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF PROVIDER FOR ANY CLAIM OR DEMAND OF USER ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY USER TO PROVIDER PRIOR TO THE DATE OF THE CLAIM OR DEMAND.

14.2 **Pursuit of Actions Against Third Parties.** Nothing contained in this Agreement shall operate as a limitation on the right of either PROVIDER or USER to bring an action or claim for damages against any third party (other than officers, agents, and employees).

14.3 **Customer Contracts.** USER, in any contract or tariff offering of service, capacity, or rights of use that in any of the preceding instances involves use of the System, shall include in such contract or tariff a written limitation of liability that is binding on USER's customers and in all material respects at least as restrictive as the limitations set forth in Section 14.1.

ARTICLE XV **INSURANCE**

Obligation to Obtain.

During the term of this Agreement, USER's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
- F. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations

on the scope of protection afforded to the City, its officials, employees or volunteers.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Personal & Advertising Liability; and, Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.
 - B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - C. Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
 - D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 on the declarations page.
 - E. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.
 - F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.
- V. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the City as an additional insured and further providing that those policies are primary to any insurance policies procured by PROVIDER. The additional insured endorsement shall be

in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of PROVIDER on all policies obtained by USER in compliance with the terms of this Agreement. USER shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to PROVIDER's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by PROVIDER before work commences.

VI. Workers' Compensation Insurance

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of USER, all employees of any and all subcontractors, and all other persons providing services under this Agreement must be covered by a workers' compensation insurance policy: either directly through their employer's policy (USER's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. The worker's compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000.00 for each accident are required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, this Agreement, and all subcontracts providing services under this Agreement must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers

Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during

the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration

of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

- VII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
- A. The company is licensed and admitted to do business in the State of Texas.
 - B. The insurance policies provided by the insurance company are underwritten on forms provided by the Texas State Board of Insurance or ISO.
 - C. All endorsements and insurance coverages according to requirements and instructions contained herein.
 - D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
 - E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

16.2 **USER Obligations.** For periods subsequent to the Acceptance Date, USER shall timely report, make filings for, and pay any and all sales, use, income, gross receipts, excise, transfer, ad valorem, property or other taxes, and any and all charges, surcharges, franchise fees or similar fees (collectively, "Assessments") assessed against it due to its ownership of the USER IRU, its use of the USER Fibers, including the provision of services over the USER Fibers, its use of any other part of the System, or its ownership or use of equipment or facilities connected to the USER Fibers. The above obligation applies to Assessments applicable to the license of the USER IRU or Assessments imposed on or based upon the provision or sale of maintenance, collocation, or other PROVIDER services provided pursuant to this Agreement; provided that, with regard to such Assessments, if required by law, PROVIDER shall charge USER and USER shall pay to PROVIDER such Assessments unless USER provides PROVIDER with a valid resale or other exemption certificate acceptable to PROVIDER.

16.3 **PROVIDER Obligations.** Subject to Sections 16.2 above, PROVIDER shall timely report and pay any and all Assessments assessed against it due to its construction, ownership or use of the System, provided that, in the event that any property taxes (including ad valorem, use, property, or similar taxes, franchise fees, or Assessments that are based on the value of property or of a property right) are imposed on PROVIDER with respect to any portion of the System that includes the USER IRU, the USER Fibers or the Associated Conduit, and the USER IRU, the USER Fibers or the Associated Conduit are not separately assessed by the taxing authority imposing such property taxes, USER shall reimburse PROVIDER within thirty (30) days of receipt of invoice from PROVIDER for USER's Pro Rata Share of such property taxes. PROVIDER shall provide USER with all information reasonably requested by USER with respect to any such property tax reimbursement sufficient to verify USER's Pro Rata Share. In the event PROVIDER receives a refund or credit of any property taxes previously reimbursed in whole or in part by USER under the provisions of this Section 16.3, PROVIDER shall, within thirty (30) days of its receipt of such refund or credit, advance USER its Pro Rata Share of such refund or credit with related accrued interest paid or credited by the taxing authority (if any) and PROVIDER shall provide USER with all information reasonably requested by USER to verify USER's Pro Rata Share of the refund or credit.

16.4 **Reimbursement of Taxes Paid on USER's Behalf.** If PROVIDER is assessed for any Assessments related to USER's ownership of the USER IRU or USER's use of the USER Fibers or any Assessments that USER is obligated to pay pursuant to Sections 16.2 or 16.3, PROVIDER shall, within thirty (30) days of its receipt of such Assessment, provide USER with a copy of such Assessment, and all information reasonably requested by USER with respect to such Assessment including, without limitation, the amount and due date for payment of the Assessment. USER shall, at its option, pay the amount of such Assessment (i) directly to the appropriate taxing authority, or (ii) to PROVIDER at least ten (10) business days prior to the due date of such Assessment, in which case PROVIDER shall promptly pay the amount of such Assessment to the appropriate taxing authority. If USER elects to pay the Assessment directly to the appropriate taxing authority, USER shall notify PROVIDER in writing of its intentions at least ten (10) business days prior to the due date of such Assessment and USER shall provide PROVIDER all information reasonably requested by PROVIDER to provide evidence of USER's payment of the Assessment. USER, at its option, shall have the right, at its sole cost, to contest any such Assessments. If USER elects to contest any Assessment subject to this Section,

USER shall notify PROVIDER in writing of its intention to contest the Assessment and PROVIDER will reasonably cooperate with USER in pursuing any such contest. USER, at its option, may pay the Assessment prior to any such contest, or contest the Assessment without payment; provided that (i) USER shall take such steps as are reasonably necessary to prevent any forfeiture of PROVIDER's rights or property, or the imposition of any lien on the System and (ii) USER shall indemnify and hold PROVIDER harmless from any expense, legal action or cost, including reasonable attorneys' fees, resulting from USER's exercise of its rights to contest an Assessment under this Section. If, within ten (10) business days prior to the due date of such Assessment, USER does not pay the Assessment to PROVIDER, notify PROVIDER in writing of its intentions to pay the Assessment directly to the appropriate taxing authority, or notify PROVIDER in writing of its intention to contest the Assessment, then PROVIDER, in its sole discretion, may pay the Assessment and invoice USER for reimbursement. In such case, USER shall reimburse PROVIDER within thirty (30) days of receipt of invoice from PROVIDER. In the event PROVIDER receives a refund or credit of an Assessment previously paid to a taxing authority by USER or PROVIDER under the provisions of this Section, PROVIDER shall, within thirty (30) days of its receipt of such refund or credit, advance USER such refund or credit with related accrued interest paid or credited by the taxing authority, if any, and PROVIDER shall provide USER with all information reasonably requested by USER with respect to the refund or credit.

16.5 **Cooperation and Efforts to Reduce Tax.** The parties shall cooperate in any contest of any Assessments and in making tax-related reports and filings, so as to avoid, to the extent reasonably possible, prejudicing the interests of the other party and the parties shall use commercially reasonable and acceptable efforts to reduce or eliminate any Assessments described in this Article XVI.

16.6 **Penalties and Interest.** Notwithstanding any other provision of this Article XVI, in the event that either party to this Agreement incurs penalties, interest, or additional Assessments as a result of non-compliance, non-payment, or delinquent payment of any Assessment discussed under this Article XVI when due, the party causing the incurrence of the penalty, interest or additional Assessment shall be solely responsible for such penalty, interest or additional Assessment.

ARTICLE XVI **NOTICE**

16.1 **Notice Addresses.** Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other party as follows:

If to PROVIDER:	City of College Station Attn: City Manager PO Box 9960 1101 Texas Ave. S. College Station, Texas 77842
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Facsimile: 979-764-3489

If to USER:

WireStar Networks, LLC.
Attn: Kyle Leissner, President
Attn: Carl Merzi
14850 Woodham Drive, Suite B-105
Houston, TX 77073
Facsimile: (713) 895-0088

or at such other address as may be designated in writing to the other party.

16.2 **Notice Delivery.** Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, on the day after being sent when sent by overnight delivery service, or upon receipt as evidenced by the return receipt for registered or certified U.S. Mail.

ARTICLE XVII **CONFIDENTIALITY**

17.1 **Confidentiality Obligations.** The parties acknowledge that USER will disclose proprietary and confidential network and business information to PROVIDER in order to perform under this Agreement. PROVIDER agrees to take all reasonable steps to protect such proprietary and confidential information from public disclosure, and to make available such information internally only to PROVIDER personnel with a need to know or to its legal counsel, or as otherwise required by law or court order. In the event of a request under the Texas Open Records Act, PROVIDER will respond as provided in TEXAS GOVERNMENT CODE, Section 552.305.

17.2 Publicity and Advertising.

(a) Neither party shall publish or use any advertising, sales promotions, or other publicity materials that use the other party's logo, trademarks, or service marks without the prior written approval of the other party.

(b) Each party shall have the right to review and approve any publicity material, press releases, or other public statements by the other that refer to such party or that describe any aspect of this Agreement. Each party agrees not to issue any such publicity materials, press releases, or public statements without the prior written approval of the other party, except as is required to comply with federal or state laws.

(c) Nothing in this Agreement establishes a lease, license or right for either party to use any of the other party's brands, marks, or logos without prior written approval of the other party.

ARTICLE XVIII
FORCE MAJEURE

18.1 **Excused Performance.** Neither PROVIDER nor USER shall be in default under this Agreement with respect to any delay in its performance (other than a failure to make payments when due) caused by any of the following conditions (each a “Force Majeure Event”): (a) act of God; (b) fire; (c) flood; (d) material shortage or unavailability not resulting from the responsible party’s failure to timely place orders or take other necessary actions therefor; (e) government codes, ordinances, laws, rules, regulations, or court orders; (f) war or civil disorder; or (g) any other cause beyond the reasonable control of such party. The party claiming relief under this Article shall promptly notify the other in writing of the existence of the Force Majeure Event relied on, the expected duration of the Force Majeure Event, and the cessation or termination of the Force Majeure Event. The party claiming relief under this Article shall exercise commercially reasonable efforts to minimize the time for any such delay.

18.2 **Damage or Destruction.**

- (a) **USER’s Fibers.** In the event of a total or partial destruction of substantially all of USER Equipment where such casualty occurs as a result of an event of Force Majeure, whether or not such casualty is covered under a policy of insurance carried by USER, this Agreement may be terminated at the option of USER, or USER at its sole cost and expense, may commence and complete as soon as practicable the repair or restoration of the damaged USER Equipment, or any part thereof.

- (b) **System.** In the event of a total or partial destruction of the System, or any part thereof, including USER Fibers, where such casualty occurs as a result of an event of Force Majeure, whether or not such casualty is self-insured or covered under a policy of insurance carried by PROVIDER, the Agreement may be terminated at PROVIDER’s option, or PROVIDER, at its sole cost and expense, may commence and complete as soon as practicable, the repairs or restoration of the damaged System, or any part thereof, including USER Fibers, to substantially their same condition immediately before the event of destruction. If PROVIDER elects to terminate the Agreement, PROVIDER shall be relieved of any obligation to USER, and USER shall be released from its obligations under this Agreement.

ARTICLE XIX
PAYMENT DISPUTE RESOLUTION

USER and PROVIDER shall attempt in good faith to resolve any bona fide dispute arising out of or relating to any monetary obligation under this Agreement as expeditiously as possible by negotiations between an executive of USER or his or her designated representative with sufficient authority to negotiate a resolution of the dispute and an executive of PROVIDER with similar authority. Either USER or PROVIDER may give the other party written notice of any such payment dispute which notice shall include documentation substantiating the dispute.

Within twenty (20) days after delivery of notice of a payment dispute as described above, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days after the first meeting, Section 12.2 herein shall apply.

ARTICLE XX

RULES OF CONSTRUCTION

20.1 **Interpretation.** The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. References to “person” or “entity” each include natural persons and legal entities, including corporations, limited liability companies, partnerships, sole proprietorships, business divisions, unincorporated associations, governmental entities, and any entities entitled to bring an action in, or that are subject to suit in an action before, any state or federal court of the United States. The word “including” means “including, but not limited to.” “Days” refers to calendar days, except that references to “banking days” exclude Saturdays, Sundays and holidays during which nationally chartered banks in Houston, Texas are authorized or required to close. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

20.2 **Cumulative Remedies; Insurance.** Except as set forth to the contrary herein, any right or remedy of PROVIDER or USER allowed by this Agreement shall be cumulative and without prejudice to any other right or remedy set forth herein. The provisions of Article XV (Insurance) shall not be construed as limiting the Indemnitor’s obligations pursuant to Article XIII (Indemnification) or other provisions of this Agreement.

20.3 **No Third-Party Rights.** Nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement.

20.4 **Agreement Fully Negotiated.** This Agreement has been fully negotiated between and jointly drafted by PROVIDER and USER.

20.5 **Document Precedence.** In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail and such Exhibits shall be corrected accordingly.

20.6 **Industry Standards.** Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the telecommunications industry in the relevant market shall be the measure of whether a party’s performance is reasonable and timely.

20.7 **Cross References.** Except as the context otherwise indicates, all references to Exhibits, Articles, Sections, Subsections, Clauses, and Paragraphs refer to provisions of this Agreement.

20.8 **Limited Effect of Waiver.** The failure of either PROVIDER or USER to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

20.9 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Texas without reference to its choice of law principles. The laws of such state shall govern the statute of limitations and the remedies for any wrongs that may be found.

20.10 **Severability.** If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20.11 **No Partnership Created.** The relationship between PROVIDER and USER shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. PROVIDER and USER, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

ARTICLE XXI **ASSIGNMENT**

21.1 **Restrictions on Assignment.** Except as otherwise provided herein, USER may not sell, assign, sublease or otherwise transfer in whole or in part (whether voluntarily or by action of law), directly, indirectly, or contingently this Agreement or any interest herein to any third party.

21.2 **Assignments to Particular Classes of Entities.** The provisions of Section 23.1 notwithstanding:

- (a) **Assignment to Affiliate.** USER may assign, sublease, or otherwise transfer in whole or in part (whether voluntarily or by action of law), directly, indirectly, or contingently this Agreement or any interest herein to an Affiliate, so long as that Affiliate provides information to PROVIDER within thirty (30) days of the assignment, establishing that it has the ability to meet the financial obligations under this Agreement. If Affiliate fails to meet this criteria set forth above, the Assignment shall be null and void.
- (b) **Assignment to Third Party Providing Similar Services.** USER may assign, sublease, or transfer, pursuant to a merger, sale or transfer of all or substantially all of the assets or stock of USER, all of its rights and obligations under this Agreement to any party that provides similar

services as USER, so long as the surviving or purchasing entity assumes, in writing, all of the obligations of USER under this Agreement, and provides information acceptable to PROVIDER within thirty (30) days after the Assignment, sublease, transfer, merger or sale, sufficient to satisfy PROVIDER that the proposed assignee can meet those obligations. If the proposed assignee cannot establish to PROVIDER's reasonable satisfaction that it can meet those obligations, then the assignment shall be null and void.

21.3 **Agreement Binds Successors.** This Agreement and the rights and obligations under this Agreement (including the limitations on liability and recourse set forth in this Agreement benefiting the other party) shall be binding upon and shall inure to the benefit of PROVIDER and USER and their respective permitted successors and assigns.

21.4 **Change in Control Not an Assignment.** Notwithstanding any presumptions under applicable state law that a change in control of a party constitutes an assignment of an agreement, a change in control of a party, not made for purposes of circumventing restrictions on assignment or of depriving the other party of rights under this Agreement, shall not be deemed an assignment for purposes of this Agreement.

21.5 **Right to Subcontract.** PROVIDER may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder or may have its contractor perform such obligations.

21.6 **Financing Arrangements.** Subject to Section 9.6, either party shall have the right, directly or through an Affiliate, to enter into financing arrangements (including secured loans, leases, sales with lease-back, or leases with lease-back arrangements, purchase-money or vendor financing, conditional sales transactions, or other arrangements) with one or more financial institutions, vendors, suppliers or other financing sources (individually and collectively, "Lenders"), that, with respect to PROVIDER, relate to the System and, with respect to USER, relate to the USER License (and not to any property right in the System).

ARTICLE XXII

ENTIRE AGREEMENT; AMENDMENT; EXECUTION

22.1 **Integration; Exhibits.** This Agreement constitutes the entire and final agreement and understanding between PROVIDER and USER with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are made a part of this Agreement by reference.

22.2 **No Parol Amendment.** This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of PROVIDER and USER.

22.3 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, PROVIDER and USER have executed this Agreement as of the dates set forth opposite the signatures of their respective authorized officers below.

“PROVIDER”:

CITY OF COLLEGE STATION

Date: _____

By: _____
Kelly Templin, City Manager

ATTEST:

Sherry Mashburn, City Secretary

APPROVED:

Assistant City Manager/CFO

Carla A. Robinson, City Attorney

“USER”:

WIRESTAR NETWORKS LLC.

Date: _____

By: _____
Kyle Leissner, President

EXHIBIT A
MAP OF ROUTES COVERED BY THIS LEASE

EXHIBIT A-x

ROUTE SEGMENT LISTING

Right to Fibers on PROVIDER System Route Segments

ADD

Initial Route Segments

ADD

Calculation of License Payment Amount

The USER License Payment for the USER Fibers is an imputed rate of \$500.00 per Fiber Mile.

Calculation of Monthly Maintenance Amount

Following the Effective Date for each USER Fiber on a Route Segment, USER will pay monthly maintenance fee of **TBD** per Fiber Mile per month.

Due Date for License Payment

The License Payment shall be paid by USER to PROVIDER as follows:

- (a) 100% of the License Payment is due and payable upon execution by the parties of the Agreement.

Initial IRUs for Route Segments:

As of the Effective Date, This Lease will be effective for the following Fibers in the following Route Segments:

Order 1

ROUTE SEGMENTS Origin/Destination or Network Description	Scheduled Delivery Date	Estimated Route Miles	Type of Fiber	No. of Fibers	Estimated Fiber Miles	Monthly Maintenance
Totals:	--		--			

Process for Additional USER Fibers Elections Following the Effective Date:

USER may request availability of additional Fibers on Route Segments by written notice to PROVIDER identifying the Route Segment and number of Fibers requested. Subject to verification of availability by PROVIDER within fourteen (14) business days of written notice of the request, PROVIDER and USER may execute additional Lease Agreements, or amend this Agreement to include additional Fibers or Route Segments.

EXHIBIT B

Fiber Cable Splicing, Testing and Acceptance Procedures

1. PROVIDER will perform all tests, provide documentation, and meet the standards identified in this exhibit. Analysis of final bi-directional OTDR data will be the tool used to make final acceptance of the fibers.

2. ACCEPTANCE STANDARDS

A. Bi-directional Traces

Bi-directional OTDR traces will be taken without a launch reel. OTDR traces should be taken in both directions at 1550 nm. . The traces for all fibers should be recorded on diskette and provided to the other party.

USER identified Route Segments proposed for coverage by this Agreement to PROVIDER and testing per this Exhibit has been performed and results provided to USER. Route Segments listed in Exhibit A-1 are accepted by USER.

B. Light Source and Power Meter Test

A bi-directional End to End test was performed on each fiber in a Span at 1550 nm with a Light Source and Power Meter. The purpose of this test is to determine actual Span loss and to prove there is a one-to-one correspondence of all fibers

3. NAMING OF TRACES

OTDR traces taken for bi-directional testing, and the OTDR traces of the splice must be recorded on floppy diskette and provided to the other party. To name the traces, each party will provide alpha abbreviations for the sites. The 8-character file name plus 3-character file extension name should follow this example:

First four letters = source point
Letters 5, 6, 7 = Destination point
8th letter = wavelength
Extension = fiber number

NOTE: ALL HEADER INFORMATION ON OTDR TRACE MUST BE COMPLETED.

4. OTDR SETUP

NOTE: BEFORE THE START ANY TESTING, ALL CONNECTORS WILL BE CLEANED WITH A CONNECTOR CLEANER.

The OTDR used to perform testing is the EXFO, Model FTB-150. The following settings were used.

Index of Refraction

Fiber type	1550 nm
AT&T	1.4700
TruWave	
AT&T Depress	1.4670
Clading	
Corning SMF-28	1.4684
Sumitomo	1.4670
Corning SMF-LS	1.4700
LEAF	1.4690

OTDR	TD3000	TD4000
Parameters	1550 nm	1550 nm

Bi-directional	1550 nm	1550 nm
	500 ns Pulse	1001 ns Pulse
	4 m Resolution	4 m Resolution
	Medium averaging	Time: 1.5 min.

NOTE: THESE SETTINGS ARE GUIDELINES ONLY. EACH PROJECT OR TESTING SITUATION MAY REQUIRE ADJUSTMENT OF SETTINGS TO OBTAIN THE BEST TEST RESULTS POSSIBLE.

5. TEST PACKAGES

PROVIDER provided a package containing the following test data for each fiber. All data provided was saved on diskette.

- A. OTDR Span traces taken at 1550 nm.
- B. An Excel spreadsheet containing the power meter and light source data for both

directions at 1550 nm. The spreadsheet should also include the average for each fiber.

EXHIBIT C

Fiber Optic Cable Specifications

The fiber optic cable for each Route Segment is described on attached Exhibit A-2

EXHIBIT D

Fiber Optic Cable Facilities Installation Specifications

The System has been constructed in accordance with Industry Standards.

EXHIBIT E

Operations Specifications

All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Agreement of which this Exhibit forms a part.

1. **Maintenance.**

(a) **Scheduled Maintenance.** Routine Maintenance and repair of the System described in this section (“Scheduled Maintenance”) shall be performed by or under the direction of PROVIDER, at PROVIDER’s reasonable discretion or at USER’s request. Scheduled Maintenance shall commence with respect to each Segment upon the Execution Date. Scheduled Maintenance may include the following activities:

- (i) Monitoring of the System on a regular basis;
- (ii) Participation in the “Texas811” program and all required and related cable locates;

(b) **Unscheduled Maintenance.** Non-Routine Maintenance and repair of the System which is not included as Scheduled Maintenance (“Unscheduled Maintenance”) shall be performed by or under the direction of PROVIDER. Unscheduled Maintenance shall commence with respect to each Segment upon the Effective Date. Unscheduled Maintenance shall consist of:

- (i) “Emergency Unscheduled Maintenance” in response to an alarm identification by PROVIDER, notification by USER or notification by any third party of any failure, interruption or impairment in the operation of the System, or any event imminently likely to cause the failure, interruption or impairment in the operation of the System.
- (ii) “Non-Emergency Unscheduled Maintenance” in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the System.

USER shall immediately report the need for Unscheduled Maintenance to PROVIDER in accordance with procedures promulgated by PROVIDER from time to time. PROVIDER will log the time of USER’s report, verify the problem and dispatch personnel within a reasonable time to take corrective action. PROVIDER will use the same procedures and level of effort to restore USER service as used to restore service to PROVIDER Fiber Optic Cable Facilities.

3. **Cooperation and Coordination.**

- (a) USER shall utilize an Escalation List provided by PROVIDER, as updated from

time to time, to report and seek immediate initial redress of exceptions noted in the performance of PROVIDER personnel in meeting maintenance service objectives.

(b) USER will, as necessary, arrange for unescorted access for PROVIDER to all sites of the USER Fibers in the System, subject to applicable contractual, underlying real property and other third-party limitations and restrictions.

(c) USER shall furnish to PROVIDER, and update as changes occur, the current name, title, telephone number and personal device communications number of a USER representative to contact regarding maintenance schedules and actions.

(d) In performing its services hereunder, PROVIDER will take workmanlike care to prevent impairment to the signal continuity and performance of the System. The precautions to be taken by PROVIDER shall include notifications to USER of service affecting activities or conditions. In addition, PROVIDER shall reasonably cooperate with USER in sharing information and analyzing the disturbances regarding the Fiber Optic Cable Facilities and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving Fiber Optic Cable Facilities, fiber, electronic equipment, or regeneration or other facilities of the USER, then USER shall, at PROVIDER's reasonable request, make such personnel of USER available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with PROVIDER in performing such maintenance as required of PROVIDER hereunder.

(e) PROVIDER will notify USER at least five (5) business days prior, or when practical, ten (10) calendar days prior to the date in connection with any Planned Service Work Period (PSWP) of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. USER shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with PROVIDER's ability to perform its obligations under this Agreement. In the event that after any such notification the Scheduled Maintenance is canceled or delayed, PROVIDER shall notify USER at PROVIDER's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

4. Facilities.

(a) PROVIDER will maintain the System in a manner which will permit USER's use, in accordance with the terms and conditions of the Agreement and the USER Fibers required to be provided under the terms of the Agreement.

(b) Except to the extent otherwise expressly provided in the Agreement, USER will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by USER in connection with the operation of the Dark Fibers, none of which is included in the maintenance services to be provided hereunder.

5. Fiber Optic Cable Facilities/Fibers.

(a) PROVIDER will perform appropriate Scheduled Maintenance on the Fiber Optic Cable Facilities contained in the System in a good and workmanlike manner and in accordance with PROVIDER's then current preventative maintenance procedures.

(c) PROVIDER will maintain sufficient capability to teleconference with USER during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing Fiber Optic Cable Facilities discontinuity or damage, including but not limited to Emergency Unscheduled Maintenance, PROVIDER will use the same effort to restore USER service as used to restore PROVIDER service. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, PROVIDER shall commence its planning for permanent repair, and thereafter promptly shall notify USER of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available Planned Service Work Period (PSWP).

(e) PROVIDER will maintain and supply an inventory of spare Fiber Optic Cable Facilities in storage facilities supplied and maintained by PROVIDER at strategic locations to facilitate timely restoration.

6. Planned Service Work Period (PSWP).

Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the parties.

7. Subcontracting.

PROVIDER may subcontract any of the maintenance services hereunder; provided that PROVIDER shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor shall not relieve PROVIDER of any of its obligations hereunder.

EXHIBIT F

Interconnections

1. USER's Right to Interconnect.

(a) Route Segments. The initial connection points for each Route Segment are described on Exhibit A-2.

(b) Splice Point - will be established at the PROVIDER selected splice points or at such other location as is acceptable to PROVIDER.

(c) Other Interconnection Points. USER may request that PROVIDER establish other interconnections of the USER Fibers at fiber distribution panels at Fiber Optic Cable Facilities end points or other particular agreed to splice points in meet me vaults subject to the terms and conditions of this Exhibit and the Agreement. USER shall reimburse PROVIDER's Costs of such installation work, including but not limited to reimbursement of all Costs associated with establishing the splice points.

(d) Access. USER shall have no right to access any Fibers within the Fiber Optic Cable Facilities or to enter any splice or PROVIDER vault. PROVIDER shall undertake all work to interconnect the USER Fibers and to construct and install the Associated Conduit, Fiber Optic Cable Facilities and appurtenances on its side of the demarcation point, and USER shall reimburse PROVIDER for its charges associated with such work within thirty (30) days of receipt of PROVIDER's invoice therefor.

2. Requests for Interconnections.

(a) Connection Requests. USER shall provide PROVIDER at least forty five (45) days' notice (the "Interconnect Notice") of the interconnection request and/or the date USER requests that a connection be completed. The Interconnect Notice shall set forth a description of the work required to be performed, including:

(i) the connection location;

(ii) a copy of USER's construction design drawings including a diagram of the desired location of the Interconnect; and

(iii) all other information reasonably required by PROVIDER.

(b) Response to Requests. Within ten (10) days after receiving the Interconnect Notice, PROVIDER shall respond with its acceptance or objections to the proposed interconnection. PROVIDER will use commercially reasonable efforts to accommodate the request to establish a Route Segment within thirty (30) days of its acceptance of the proposed interconnection unless a longer period of time to establish the entrance is stated in PROVIDER's acceptance. Notwithstanding the foregoing, PROVIDER may restrict any work establishing an interconnection to a planned service work period. Interconnection of Buildings not

interconnected to PROVIDER's network on the Route Segment will be considered on a case-by-case basis. PROVIDER may decline to make a requested connection at their sole discretion.

3. Demarcation Points. PROVIDER shall designate an installation demarcation point and a maintenance demarcation point (which may be a different point) for each interconnection of the USER Fibers as necessary to safeguard and maintain PROVIDER's control over the System and in accordance with section 1 (b) above. PROVIDER shall perform all installation work on facilities on its side of the installation demarcation point and shall perform all post-installation work on facilities on its side of the maintenance demarcation point. USER shall reimburse PROVIDER's charges of such installation work as set forth in this Exhibit. All post-installation work shall be part of PROVIDER's maintenance obligations under the Agreement.

4. Installation of Interconnect Facilities.

(a) Building Entrance Cable. If applicable, USER shall, prior to the requested connection date, provide a fiber optic cable containing the applicable number of fibers of sufficient length to allow PROVIDER to pull such cable from the installation demarcation point to the splice point, as applicable, with an additional length (minimum of 100 feet) sufficient for PROVIDER to perform splicing (the "Building Entrance Cable").

(b) Construction Standards. All Interconnect Facilities constructed and installed by PROVIDER for USER will meet or exceed generally accepted telecommunications industry standards, as reasonably determined by PROVIDER, and all requirements of PROVIDER's building management or insurance underwriters, and any applicable local, state and federal codes and public health and safety laws and regulations (including fire regulations and the National Electric Code).

(c) Right of Way Obligations. Except as otherwise agreed between the parties, USER shall provide, at its sole cost and expense, any and all necessary rights of way, easements, permits, access rights and/or any required consents or authorizations to the extent Interconnect Facilities are located outside of PROVIDER's existing System and the PROVIDER splice point located outside of the applicable Building, and PROVIDER-approved materials and equipment (including cables and conduit) necessary for the construction, use operation, maintenance and repair of each such Interconnect facility.

(d) Building Access. Notwithstanding anything herein to the contrary, USER shall be responsible for acquiring and maintaining, at its sole cost and expense, building access rights and the right to distribute USER's facilities and services in each Building to be connected to the USER Fibers pursuant to this Agreement. USER shall be solely responsible for third party cross connect fees and other charges and costs related to interconnection to the USER Fibers associated with each Building entrance.

(e) Determination of Splice Point and Demarcation Points for Building Entrances. Upon receipt of an Interconnection Request for a Building entrance, the parties agree to reasonably cooperate in determining the suitable locations for the splice point and demarcation points for the applicable Building. In Buildings where PROVIDER does not have Building access, the splice point will generally be located at the Building serving manhole, and the

installation demarcation point and maintenance demarcation point will be located at the interface of the Building with the applicable Building serving vault and/or electric conduit serving the Building. If the parties cannot reach agreement with respect to the locations of the splice point and demarcation points for any Building, PROVIDER shall have the right to determine the applicable locations; provided that USER may withdraw its Installation Request for the applicable Building prior to commencement of construction of the Building entrance if USER objects to the selected splice point and demarcation points.

(f) Space Constraints. Except for PROVIDER lit Buildings, PROVIDER may decline to establish a requested Building entrance if there is not adequate space remaining in the applicable Building conduit or other applicable facilities for a Building Entrance Cable containing the proposed number of fibers such that installation thereof would interfere with the operation of the other cables then installed within the Building conduit or facilities or would create an unreasonable risk of such interference as determined by PROVIDER in its reasonable discretion consistent with generally accepted standards and/or practices in the telecommunications industry.

5. Maintenance and Modification of Interconnect Facilities. USER shall provide all maintenance and repair of the Interconnect Facility on USER's side of the maintenance demarcation point and PROVIDER shall provide all maintenance and repair of the Interconnect facility on PROVIDER's side of the maintenance demarcation point. Any improvement, modification, addition to, relocation, or removal of the Interconnect facility by USER shall be subject to PROVIDER's prior review and written approval. USER shall pay the cost of such improvement, modification, addition to, relocation, or removal of the Interconnect Facility and the cost of repairing any damage due to USER's actions. However, subject to the terms of the Agreement, if PROVIDER initiates relocation or modification of the splice point and/or demarcation point for any Building entrance, such relocation or modification shall be at PROVIDER's Cost. PROVIDER's maintenance responsibility shall be limited to the Interconnect Facilities on its side of the maintenance demarcation point.



Legislation Details (With Text)

File #:	15-0362	Version:	1	Name:	Annual Purchase of Field Maintenance Materials by the Parks & Recreation Department
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	7/1/2015	In control:		In control:	City Council Regular
On agenda:	7/23/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding awarding the bid and approval of an annual price agreement with BWI Companies, for an amount not to exceed \$94,527; for the annual purchase of athletic field maintenance materials to include fertilizers, chemicals, pesticides, herbicides, winter over-seed, infield material, grass seed and turf amendments.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	Tabulation (3).pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding awarding the bid and approval of an annual price agreement with BWI Companies, for an amount not to exceed \$94,527; for the annual purchase of athletic field maintenance materials to include fertilizers, chemicals, pesticides, herbicides, winter over-seed, infield material, grass seed and turf amendments.

Relationship to Strategic Goals:

1. Neighborhood Integrity
2. Sustainable City

Recommendation(s): Staff recommends awarding the bid and approval of the price agreement with BWI Companies for the annual purchase of athletic field maintenance materials.

Summary: In the past, materials for athletic field maintenance have been purchased through various purchase orders, through various vendors. Over time, the amount and cost of these materials has increased. Working with the Purchasing Department, a list of materials was consolidated (fertilizers, chemicals, pesticides, herbicides, winter over-seed, infield material, grass seed and turf amendments) and bid out. Upon approval, a blanket purchase order will be issued to be used throughout the year.

Five (5) sealed, competitive bids were received and opened on June 4, 2015. Staff reviewed the bids and determined that BWI Companies had the most complete bid which met the City's needs as bid. Several of the other vendors bid lower priced alternate items which did not meet the product requirements in either size or chemical mix as specified in the bid, and were therefore not considered for award. BWI Companies has provided the City with excellent products and service in the past, and the Parks Department is comfortable awarding the bid to them. The bid summary is attached.

Budget & Financial Summary: The budget for the materials is available through the General Fund.

Reviewed and Approved by Legal: Yes

Attachments:

- 1) Bid Tab Number #15-052



				John Deere Landscapes			Producers Cooperative Association		
FERTILIZERS (P-Primary, A-Alternate)									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES
1P	480	50 LB. BAG	24-6-12 w/ 50% Neutralene (granular) or Equivalent:	\$19.02	\$9,129.60		\$19.75	\$9,480.00	
			Product Name:	24-0-11 50% CRN 2FE IMN					
			Manufacturer:	Lesco					
			Item/Order #:	026538-007					
1A	475	50 LB. BAG	24-6-12w 50% Scu Fairway Green Fertilizer-Slow release or Equivalent	\$19.02	\$9,034.50		\$18.00	\$8,550.00	
			Product Name:	24-0-11 50% CRN 2FE IMN (not greens grade)					
			Manufacturer:	Lesco					
			Item/Order #:	026538-007					
2P	440	50 LB. BAG	19-0-19 (granular)	\$33.31	\$14,656.40		\$13.50	\$5,940.00	
			Product Name:	19-0-19M 60% MN SOP 2FE IMN					
			Manufacturer:	Lesco					
			Item/Order #:	510041					
2A1	500	50 LB. BAG	15-5-10 with 2% FE (granular)	\$13.80	\$6,900.00		\$13.00	\$6,500.00	
			Product Name:	15-5-10 25% CRN 2FE					
			Manufacturer:	Lesco					
			Item/Order #:	081964-007					
2A2	425	50 LB. BAG	28-3-10 50% SCU (granular)	\$22.65	\$9,626.25		\$18.00	\$7,650.00	
			Product Name:	28-3-10 50% PolyPlus 4.5 FE					
			Manufacturer:	Lesco					
			Item/Order #:	098623					
3P	320	50 LB. BAG	21-0-0 Ammonia Sulfate(granular)	\$10.72	\$3,430.40		\$11.50	\$3,680.00	
			Product Name:	21-0-0 AS					
			Manufacturer:	American Plant Food					
			Item/Order #:	052652-007					
4P	360	50 LB. BAG	20-5-10w 50% Scu Fairway Green Fertilizer-Slow release or Equivalent	\$22.65	\$8,154.00		\$16.50	\$5,940.00	
			Product Name:	28-3-10 50% Poly Plus 4.5FE					
			Manufacturer:	Lesco					
			Item/Order #:	098623					
5P	100	50 LB. BAG	0-0-7 .22% Dimension Plus Fertilizer	\$25.73	\$2,573.00		\$22.00	\$2,200.00	
			Product Name:	Dimension, 21% -0-7 MSOP					
			Manufacturer:	Lesco					
			Item/Order #:	701070					
TOTAL (Items 1P, 2P, 3P, 4P, 5P)				\$37,943.40			\$27,240.00		
CHEMICALS									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES
1	4	1 LB	Fore Fungicide or Equivalent	\$60.59	\$60.59	12 LB bag x 1			
			Product Name:	(12 LB bag) Mancozeb DG					
			Manufacturer:	Lesco					
			Item/Order #:	00172896					
2	1	2.5 Gal.	Spray Dye Indicator	\$72.76	\$72.76				
TOTAL (Items 1-2)				\$133.35					
PESTICIDES									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES
1	30	12 LB Bag	Advion	\$321.49	\$4,822.35	25 LB bag x 15 (12 Lb bag no longer available)			
2	30	50 LB Bag	Top Choice	\$137.50	\$4,125.00	Agency, 20 bag order=\$125/bag			
3	20	20 LB. Bag	Award	\$345.14	\$6,902.80				
4	20	25LB.	Talstar XTRA Granular Insecticide	\$29.83	\$596.60				
5	5	2 LB	Dupont Advion	\$38.73	\$193.65				
TOTAL (Items 1-5)				\$16,640.40					



						BWI Companies			Pennington Seed		
FERTILIZERS (P-Primary, A-Alternate)											
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	EXCEPTIONS/NOTES	
1P	480	50 LB. BAG	24-6-12 w/ 50% Neutralene (granular) or Equivalent:	\$24.00	\$11,520.00		\$20.93	\$10,046.40			
			Product Name:				Penn Pro Case 24-6-12 50% Nitrogen				
			Manufacturer:	Bonus Crop			Pennington				
			Item/Order #:	FTF 24612N							
1A	475	50 LB. BAG	24-6-12w 50% Scu Fairway Green Fertilizer-Slow release or Equivalent	\$21.00	\$9,975.00		\$16.88	\$8,018.00			
			Product Name:				24-6-12- 50% PCU				
			Manufacturer:	Bonus Crop			Pennington				
			Item/Order #:	TF 24612S							
2P	440	50 LB. BAG	19-0-19 (granular)	\$12.90	\$5,676.00		\$12.99	\$5,715.60			
			Product Name:	APF			19-0-19				
			Manufacturer:	APF			Pennington				
			Item/Order #:	Special Order							
2A1	500	50 LB. BAG	15-5-10 with 2% FE (granular)	\$12.00	\$6,000.00		\$12.28	\$6,140.00			
			Product Name:				15-5-10 2% Fe				
			Manufacturer:	APF			Pennington				
			Item/Order #:	RI 795							
2A2	425	50 LB. BAG	28-3-10 50% SCU (granular)	\$20.00	\$8,500.00		\$17.12	\$7,276.00			
			Product Name:				28-3-10 50% PCU				
			Manufacturer:	Bonus Crop			Pennington				
			Item/Order #:	FTF 283105							
3P	320	50 LB. BAG	21-0-0 Ammonia Sulfate(granular)	\$10.00	\$3,200.00		\$10.87	\$3,478.40			
			Product Name:				21-0-0				
			Manufacturer:	APF			APF				
			Item/Order #:	RI 890							
4P	360	50 LB. BAG	20-5-10w 50% Scu Fairway Green Fertilizer-Slow release or Equivalent	\$24.50	\$8,820.00		\$15.08	\$5,428.80			
			Product Name:				20-5-10 50% PCU				
			Manufacturer:	Andersons			Pennington				
			Item/Order #:	ANFBW2010FE5							
5P	100	50 LB. BAG	0-0-7 .22% Dimension Plus Fertilizer	\$19.00	\$1,900.00		\$19.65	\$1,965.00			
			Product Name:				0-0-7 .25 Dimension				
			Manufacturer:	Bonus Crop			Pennington				
			Item/Order #:	FTP007D							
TOTAL (Items 1P, 2P, 3P, 4P, 5P)				\$31,116.00			\$26,634.20				
CHEMICALS											
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	EXCEPTIONS/NOTES	
1	4	1 LB	Fore Fungicide or Equivalent	\$9.00	\$36.00						
			Product Name:	Fore 80WSP Rainsheid							
			Manufacturer:	Dow Agro							
			Item/Order #:	EL172874							
2	1	2.5 Gal.	Spray Dye Indicator	\$104.78	\$104.78						
TOTAL (Items 1-2)				\$140.78							
PESTICIDES											
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	EXCEPTIONS/NOTES	
1	30	12 LB Bag	Advion	\$263.00	\$7,890.00	25 LB Bag x 30 (12 LB bag discontinued)					
2	30	50 LB Bag	Top Choice	\$137.50	\$4,125.00	Agency, 20 bag order=\$125/bag					
3	20	20 LB. Bag	Award	\$249.00	\$4,980.00						
4	20	25LB.	Talstar XTRA Granular Insecticide	\$25.00	\$500.00						
5	5	2 LB	Dupont Advion	\$31.00	\$155.00						
TOTAL (Items 1-5)				\$17,650.00							



City of College Station - Purchasing Division
 Bid Tabulation for #15-052
 "Annual Price Agreement for Field Maintenance Materials"
 Open Date: Thursday, June 4, 2015 @ 2:00 p.m.

							Ewing			
FERTILIZERS (P-Primary, A-Alternate)										
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES				
1P	480	50 LB. BAG	24-6-12 w/ 50% Neutralene (granular) or Equivalent:	\$19.15	\$9,192.00					
			Product Name:							
			Manufacturer:	BCF						
			Item/Order #:	99510000						
1A	475	50 LB. BAG	24-6-12w 50% Scu Fairway Green Fertilizer-Slow release or Equivalent	\$18.58	\$8,825.50	*Extended price corrected				
			Product Name:	24-0-10 50% UFLEX452FE						
			Manufacturer:	BCF						
			Item/Order #:	51093000						
2P	440	50 LB. BAG	19-0-19 (granular)	\$21.34	\$9,389.60					
			Product Name:	18-0-18 50% UFLEX5FE HOU						
			Manufacturer:	BCF						
			Item/Order #:	51290325						
2A1	500	50 LB. BAG	15-5-10 with 2% FE (granular)	\$15.69	\$7,845.00					
			Product Name:	17-5-10 w/Trace Package						
			Manufacturer:	BCF						
			Item/Order #:	51093110						
2A2	425	50 LB. BAG	28-3-10 50% SCU (granular)	\$20.68	\$8,789.00					
			Product Name:	28-3-10 50% UFLEX5FE						
			Manufacturer:	BCF						
			Item/Order #:	51092900						
3P	320	50 LB. BAG	21-0-0 Ammonia Sulfate(granular)	\$12.96	\$4,147.20					
			Product Name:							
			Manufacturer:	APF						
			Item/Order #:	51092340						
4P	360	50 LB. BAG	20-5-10w 50% Scu Fairway Green Fertilizer-Slow release or Equivalent	\$18.58	\$6,688.80					
			Product Name:	24-0-10 50% UFLEX452FE						
			Manufacturer:	BCF						
			Item/Order #:	51093000						
5P	100	50 LB. BAG	0-0-7 .22% Dimension Plus Fertilizer	\$17.99	\$1,799.00					
			Product Name:	0-0-7w/ .15 Dimension						
			Manufacturer:	BCF						
			Item/Order #:	51290500						
TOTAL (Items 1P, 2P, 3P, 4P, 5P)				\$31,216.60						
CHEMICALS										
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES				
1	4	1 LB	Fore Fungicide or Equivalent							
			Product Name:							
			Manufacturer:							
			Item/Order #:							
2	1	2.5 Gal.	Spray Dye Indicator	\$92.31	\$92.31					
TOTAL (Items 1-2)				\$92.31						
PESTICIDES										
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES				
1	30	12 LB Bag	Advion	\$168.52	\$5,055.60					
2	30	50 LB Bag	Top Choice	\$66.94	\$2,008.20	QP .01436 Fipronil 30lb				
3	20	20 LB. Bag	Award	\$173.94	\$3,478.80	BASF 5lb Siesta Fire Ant				
4	20	25LB.	Talstar XTRA Granular Insecticide	\$14.99	\$299.80	HJ .2% Bifen 25lb				
5	5	2 LB	Dupont Advion	\$45.20	\$226.00					
TOTAL (Items 1-5)				\$11,068.40						



City of College Station - Purchasing Division
 Bid Tabulation for #15-052
 "Annual Price Agreement for Field Maintenance Materials"
 Open Date: Thursday, June 4, 2015 @ 2:00 p.m.

				John Deere Landscapes			Producers Cooperative Association			
HERBICIDES										
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	
1	5	6.8 LB	Roundup QuikPro	\$73.00	\$365.00					
2	1	1 Gal.	Trimec Classic	\$68.62	\$68.62	2.5 gal, 3-Way Selective				
3	1	1.3 oz	Sedge Hammer	\$66.89	\$66.89					
4	1	0.5 Grams	Monument 75wg	\$240.00	\$240.00	Agency, 25 gram box				
5	10	2.5 Gal.	Prosecutor	\$46.08	\$460.80	Pro				
6	1	2.5 Gal.	MSMA-6 Plus	\$86.16	\$86.16	Target MSMA66				
7	1	4/1Qt	Revolver	\$1,011.40	\$1,011.40					
8	10	6/6oz.	Tribute	\$1,955.40	\$19,554.00	Agency *Extended price corrected				
9	1	2.4 LB	Insignia	\$1,470.10	\$1,470.10	Agency, 122 oz (2.4 lb no longer available)				
10	4	1 Pt.	Dismiss South	\$180.78	\$723.12					
11	4	1 Gal.	Barricade 4FL Herbicide	\$142.00	\$568.00	Agency				
12	6	1.25oz.	Certainty	\$76.82	\$460.92					
13	10	10 oz.	Celcius	\$93.40	\$934.00	Agency				
14	12	22 oz.	Triamine Jet Spray Weed Killer	\$6.57	\$78.84					
15	3	2.5 Gal.	Pre M 3.3 EC	\$83.71	\$251.13					
16	3	Gal.	Primo Growth Reg. or Equivalent	\$283.00	\$849.00					
			Product Name:	Primo Maxx (agency)						
			Manufacturer:	Synenta						
			Item/Order #:	22534						
TOTAL (Items 1-16)				\$27,187.98						
ADJUVANT										
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	
1	1	Qt	Tank Cleaner/Neutralizer or Euvivalent	\$8.11	\$8.11	2 lbs				
			Product Name:	LescoSol 2lbs/each						
			Manufacturer:	Lesco						
			Item/Order #:	023232						
2	1	Gal.	Defoamer or Equivalent	\$47.20	\$47.20	16 oz/each				
			Product Name:	Lesco Recede Antifoam						
			Manufacturer:	Lesco						
			Item/Order #:	060727						
TOTAL (Items 1-2)				\$55.31						
INFIELD MATERIAL										
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	
1	400	50 Lb. Bag	Plus 5 Athletic Field Marker (chalk) or Equivalent	\$7.45	\$2,980.00					
			Product Name:	Guidline White Field Marker						
			Manufacturer:	Oldentle						
			Item/Order #:	863472						
2	240	50 Lb. Bag	Turface Quick Dry	\$8.75	\$2,100.00	Turfacer Gamesaver (private label)				
3	1	50 Lb. Bag	Klacon Infield Conditioner	\$9.91	\$9.91	Turfacer Allspot				
4	1	50 Lb. Bag	Diamond Pro Infield Conditioner (red)	\$14.42	\$14.42	Turfacer Proleague Red				
5P	120	50 Lb. Bag	Klay WOG							
5A	120	50 Lb. Bag	Diamond Pro Mound Clay	\$15.22	\$1,826.40	Turfacer Mound Clay (Red)				
6	1	10 Ton	Diamond Pro							
7	2	15 Ton	Diamond Pro							
8	3	24 Ton	Diamond Pro							
TOTAL (Items 1-8)				\$6,930.73						



City of College Station - Purchasing Division
 Bid Tabulation for #15-052
 "Annual Price Agreement for Field Maintenance Materials"
 Open Date: Thursday, June 4, 2015 @ 2:00 p.m.

				BWI Companies			Pennington Seed		
HERBICIDES									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES
1	5	6.8 LB	Roundup QuikPro	\$70.00	\$350.00				
2	1	1 Gal.	Trimec Classic	\$39.00	\$39.00				
3	1	1.3 oz	Sedge Hammer	\$63.36	\$63.36				
4	1	0.5 Grams	Monument 75wg	\$12.70	\$12.70				
5	10	2.5 Gal.	Prosecutor	\$45.00	\$450.00				
6	1	2.5 Gal.	MSMA-6 Plus			Golf Course & Road Right of way only			
7	1	4/1Qt	Revolver	\$226.00	\$226.00				
8	10	6/6oz.	Tribute	\$325.90	\$3,259.00	Agency			
9	1	2.4 LB	Insignia			Size Discontinued			
10	4	1 Pt.	Dismiss South	\$175.00	\$700.00				
11	4	1 Gal.	Barricade 4FL Herbicide	\$142.00	\$568.00	Agency			
12	6	1.25oz.	Certainty	\$75.30	\$451.80	* Extended price corrected			
13	10	10 oz.	Celcius	\$93.40	\$934.00	Agency			
14	12	22 oz.	Triamine Jet Spray Weed Killer	\$6.25	\$75.00				
15	3	2.5 Gal.	Pre M 3.3 EC	\$85.39	\$256.17				
16	3	Gal.	Primo Growth Reg. or Equivalent	\$283.00	\$849.00	Agency			
			Product Name:	Primo					
			Manufacturer:	Syngenta					
			Item/Order #:	SY22534					
TOTAL (Items 1-16)				\$8,234.03					
ADJUVANT									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES
1	1	Qt	Tank Cleaner/Neutralizer or Euvivalent	\$7.00	\$7.00				
			Product Name:	Tank Cleaner					
			Manufacturer:	Nufarm					
			Item/Order #:	CLTCLEAN					
2	1	Gal.	Defoamer or Equivalent	\$6.57	\$6.57	1 Quart			
			Product Name:	Defoamer					
			Manufacturer:	Nu Farm					
			Item/Order #:	CLT Foam					
TOTAL (Items 1-2)				\$13.57					
INFIELD MATERIAL									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES
1	400	50 Lb. Bag	Plus 5 Athletic Field Marker (chalk) or Equivalent	\$6.16	\$2,464.00		\$5.65	\$2,260.00	
			Product Name:	Plus 5			All Pro Plus		
			Manufacturer:	Garick			US Marble Co.		
			Item/Order #:	603					
2	240	50 Lb. Bag	Turface Quick Dry	\$9.76	\$2,342.40	* Extended price corrected	\$9.00	\$2,160.00	
3	1	50 Lb. Bag	Klacon Infield Conditioner	\$9.60	\$9.60	Turface			
4	1	50 Lb. Bag	Diamond Pro Infield Conditioner (red)	\$8.53	\$8.53				
5P	120	50 Lb. Bag	Klay WOG						
5A	120	50 Lb. Bag	Diamond Pro Mound Clay	\$9.59	\$1,150.80		\$8.75	\$1,050.00	Mar Mount Clay
6	1	10 Ton	Diamond Pro	\$2,045.00	\$2,045.00				
7	2	15 Ton	Diamond Pro	\$2,556.00	\$5,112.00				
8	3	24 Ton	Diamond Pro	\$3,410.00	\$10,230.00				
TOTAL (Items 1-8)				\$23,362.33			\$5,470.00		



City of College Station - Purchasing Division
 Bid Tabulation for #15-052
 "Annual Price Agreement for Field Maintenance Materials"
 Open Date: Thursday, June 4, 2015 @ 2:00 p.m.

							Ewing		
HERBICIDES									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES			
1	5	6.8 LB	Roundup QuikPro	\$87.69	\$438.45				
2	1	1 Gal.	Trimec Classic	\$105.85	\$105.85				
3	1	1.3 oz	Sedge Hammer	\$100.80	\$100.80				
4	1	0.5 Grams	Monument 75wg						
5	10	2.5 Gal.	Prosecutor	\$55.84	\$558.40	Monsanto Ranger Pro 2.5 *Extended price corrected			
6	1	2.5 Gal.	MSMA-6 Plus						
7	1	4/1Qt	Revolver						
8	10	6/6oz.	Tribute						
9	1	2.4 LB	Insignia						
10	4	1 Pt.	Dismiss South						
11	4	1 Gal.	Barricade 4FL Herbicide	\$229.84	\$459.68	2.5 Gal x 2 - QP Prodiamine			
12	6	1.25oz.	Certainty	\$83.46	\$500.76				
13	10	10 oz.	Celcius						
14	12	22 oz.	Triamine Jet Spray Weed Killer	\$9.58	\$114.96				
15	3	2.5 Gal.	Pre M 3.3 EC	\$90.87	\$272.61				
16	3	Gal.	Primo Growth Reg. or Equivalent	\$159.94	\$479.82				
			Product Name:	T-Nex 1 AQ PLR gal					
			Manufacturer:	Quali-Pro					
			Item/Order #:	52601502					
TOTAL (Items 1-16)							\$3,031.33		
ADJUVANT									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES			
1	1	Qt.	Tank Cleaner/Neutralizer or Equivalent	\$10.00	\$10.00				
			Product Name:	Nutra-Sol Tank Cleaner					
			Manufacturer:	BU					
			Item/Order #:	52506008					
2	1	Gal.	Defoamer or Equivalent	\$16.72	\$16.72	Qrt			
			Product Name:	Shake Down Defoamer					
			Manufacturer:	BU					
			Item/Order #:	52506501					
TOTAL (Items 1-2)							\$26.72		
INFIELD MATERIAL									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES			
1	400	50 Lb. Bag	Plus 5 Athletic Field Marker (chalk) or Equivalent	\$7.22	\$2,888.00				
			Product Name:	Imerys Plus 5 Chalk 50 lb					
			Manufacturer:	Imerys					
			Item/Order #:	55054210					
2	240	50 Lb. Bag	Turface Quick Dry	\$13.51	\$3,242.40	Pro's Choice Rapid Dry			
3	1	50 Lb. Bag	Klacon Infield Conditioner						
4	1	50 Lb. Bag	Diamond Pro Infield Conditioner (red)	\$13.17	\$13.17	Turface ProLeague Red			
5P	120	50 Lb. Bag	Klay WOG						
5A	120	50 Lb. Bag	Diamond Pro Mound Clay	\$17.28	\$2,073.60	Turface Mound Clay			
6	1	10 Ton	Diamond Pro	\$549.60	\$549.60	Sure Hop Classic 70/30 *unit price corrected			
7	2	15 Ton	Diamond Pro	\$1,648.80	\$3,297.60	Sure Hop Classic 70/30 *unit price corrected			
8	3	24 Ton	Diamond Pro	\$3,957.12	\$11,871.36	Sure Hop Classic 70/30 *unit price corrected			
TOTAL (Items 1-8)							\$23,935.73		



				John Deere Landscapes			Producers Cooperative Association		
GRASS SEED									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES
1	10	50 Lb. Bag	Hulled Bermuda Seed	\$290.75	\$2,907.50				
			Product Name:	Hulled Bermuda					
			Manufacturer:	John Deere Landscapes					
			Item/Order #:	20-21-050					
2	10	25 Lb. Bag	Riviera Bermudagrass Seed	\$405.80	\$4,058.00				
			Product Name:	Riviera Bermudagrass					
			Manufacturer:	John Deere Landscapes					
			Item/Order #:	23-12-022					
TOTAL (Item 1&2)				\$6,965.50					
TURF AMENDMENTS									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES
1	160	50 Lb. Bag	Disper-Sul Sulfur Granulars						
			Product Name:						
			Manufacturer:						
			Item/Order #:						
2	360	50 Lb. Bag	Cal-Sul Gypsum Fairway						
			Product Name:						
			Manufacturer:						
			Item/Order #:						
3	160	50 Lb. Bag	Vertical Gypsum						
			Product Name:						
			Manufacturer:						
			Item/Order #:						
TOTAL (Items 1-3)									
DELIVERY				1-7 Days			7 Days		

SUMMARY OF BID TOTALS		
FERTILIZERS	\$37,943.40	\$27,240.00
CHEMICALS	\$133.35	
PESTICIDES	\$16,640.40	
HERBICIDES	\$27,187.98	
ADJUVANT	\$55.31	
INFIELD MATERIAL	\$6,930.73	
GRASS SEED	\$6,965.50	
TURF AMENDMENTS		
GRAND TOTAL	\$95,856.67	\$27,240.00



City of College Station - Purchasing Division
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 "Annual Price Agreement for Field Maintenance Materials"
 Open Date: Thursday, June 4, 2015 @ 2:00 p.m.

				BWI Companies			Pennington Seed			
GRASS SEED										
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	
1	10	50 Lb. Bag	Hulled Bermuda Seed	\$254.00	\$2,540.00		\$237.00	\$2,370.00		
			Product Name:	Hulled Bermuda			Hulled Bermuda 98/85			
			Manufacturer:	Valley Seed			Pennington			
			Item/Order #:	FS20						
2	10	25 Lb. Bag	Riviera Bermudagrass Seed	\$257.00	\$2,570.00		\$233.34	\$2,333.40		
			Product Name:	Riviera			Princess 77			
			Manufacturer:	Johnston Seed			Pennington			
			Item/Order #:	FS Riviera 25						
TOTAL (Item 1&2)				\$5,110.00			\$4,703.40			
TURF AMENDMENTS										
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES	
1	160	50 Lb. Bag	Disper-Sul Sulfur Granulars	\$16.00	\$2,560.00		\$14.55	\$2,328.00		
			Product Name:	Disper Sul						
			Manufacturer:	MK Minerals						
			Item/Order #:	APT01						
2	360	50 Lb. Bag	Cal-Sul Gypsum Fairway	\$7.50	\$2,700.00					
			Product Name:	Cal-Sul Gypsum						
			Manufacturer:	MK Minerals						
			Item/Order #:							
3	160	50 Lb. Bag	Vertical Gypsum	\$22.75	\$3,640.00					
			Product Name:	Verde Cal CO						
			Manufacturer:	Aqua Ad						
			Item/Order #:							
TOTAL (Items 1-3)				\$8,900.00			\$2,328.00			
DELIVERY				Every Tuesday			3 Days			

SUMMARY OF BID TOTALS		
FERTILIZERS	\$31,116.00	\$26,634.20
CHEMICALS	\$140.78	
PESTICIDES	\$17,650.00	
HERBICIDES	\$8,234.03	
ADJUVANT	\$13.57	
INFIELD MATERIAL	\$23,362.33	\$5,470.00
GRASS SEED	\$5,110.00	\$4,703.40
TURF AMENDMENTS	\$8,900.00	\$2,328.00
GRAND TOTAL	\$94,526.71	\$39,135.60

BWI Schulenburg is being recommended for full award



City of College Station - Purchasing Division
 Bid Tabulation for #15-052
 "Annual Price Agreement for Field Maintenance Materials"
 Open Date: Thursday, June 4, 2015 @ 2:00 p.m.

GRASS SEED				Ewing		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES
1	10	50 Lb. Bag	Hulled Bermuda Seed	\$245.69	\$2,456.90	
			Product Name:			
			Manufacturer:			
			Item/Order #:			
2	10	25 Lb. Bag	Riviera Bermudagrass Seed	\$352.00	\$3,520.00	
			Product Name:			
			Manufacturer:			
			Item/Order #:			
TOTAL (Item 1&2)				\$5,976.90		
TURF AMENDMENTS						
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS/NOTES
1	160	50 Lb. Bag	Disper-Sul Sulfur Granulars	\$20.40	\$3,264.00	
			Product Name:	Soil Sulfur 90% Pastil		
			Manufacturer:	Martin		
			Item/Order #:	51794550		
2	360	50 Lb. Bag	Cal-Sul Gypsum Fairway	\$11.99	\$4,316.40	*Extended price corrected
			Product Name:	Gypsum Pelletized FWYGRD		
			Manufacturer:			
			Item/Order #:	51794500		
3	160	50 Lb. Bag	Vertical Gypsum			
			Product Name:			
			Manufacturer:			
			Item/Order #:			
TOTAL (Items 1-3)				\$7,580.40		
DELIVERY				3 Days		

SUMMARY OF BID TOTALS	
FERTILIZERS	\$31,216.60
CHEMICALS	\$92.31
PESTICIDES	\$11,068.40
HERBICIDES	\$3,031.33
ADJUVANT	\$26.72
INFIELD MATERIAL	\$23,935.73
GRASS SEED	\$5,976.90
TURF AMENDMENTS	\$7,580.40
GRAND TOTAL	\$82,928.39



Legislation Details (With Text)

File #:	15-0365	Version:	1	Name:	2015 Annual Action Plan and Community Development Budget
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	7/2/2015	In control:		In control:	City Council Regular
On agenda:	7/23/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the approval of a resolution adopting the City's proposed Program Year (PY) 2015 Annual Action Plan and Community Development Budget.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	Attachment 1 - Resolution for PY 2015 Action Plan & Budget.pdf Attachment 2 -FY 2016 Proposed Community Development Budget.pdf Attachment 3 - FY 2016 CDBG Public Service Funding Summary & Recommendations.pdf Attachment 4 - FY 2016 CDBG Public Facility Funding Summary & Recommendations.pdf Attachment 5 - 2015 Area Median Income Limits.pdf Attachment 6 - Map of Eligible Community Development Areas.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of a resolution adopting the City's proposed Program Year (PY) 2015 Annual Action Plan and Community Development Budget.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of a resolution adopting the proposed Program Year (PY) 2015 Annual Action Plan and Community Development budget.

Summary: In conjunction with the development of the 2015 - 2019 Consolidated Plan (Legislative Detail 12-0160), staff prepared the PY 2015 Annual Action Plan and (Fiscal Year 2016) Community Development budget. The City is required by the U. S. Department of Housing and Urban Development (HUD) to submit the plan describing projects, activities, and budget to be funded with the Community Development Block Grant (CDBG) and HOME Investment Partnership Program grant (HOME). The annual action plan activities must correspond to the 2015 - 2019 Consolidated Plan. The total grant funds available next year include \$1,535,279 in CDBG and \$787,047 in HOME. These amounts include newly allocated grant funds and unspent grant funds received in previous years.

Staff presented the proposed 2015 - 2019 Consolidated Plan, PY 2015 Action Plan and PY 2015 (FY 2016) Community Development budget at the July 9th meeting. Additionally, the plan has been available for public comment from June 22nd to July 21st, and staff conducted a public hearing at the Lincoln Center on July 7th. Comments received have been considered and are included in the final proposed plan. A copy of all comments will be provided at the Council meeting.

CDBG and HOME may only be used to: (1) benefit low- and moderate-income persons; (2) aid in the elimination of slum and blighting influences; and/or (3) meet an urgent community need. Further, CDBG funds may be used to meet local needs through a wide range of community development activities, while HOME funds may only be used for affordable housing activities. Historically, the City has utilized these funds for a variety of programs and activities, including: affordable housing assistance programs (homebuyer assistance loans, security deposit assistance, rehabilitation, new construction, minor repair, and rental rehabilitation; funding for direct services to low-income families; demolition; and park, street, and public facility improvements in low-income areas of the city. Economic Development is a new project included in this plan.

The PY 2015 Annual Action Plan and budget must be delivered to HUD no later than August 16th. Therefore, this information is presented prior to the Council's consideration of the overall City budget. Adoption of this plan by resolution also establishes a Community Development Program as defined by Chapter 373 of the Texas Local Government Code and provides authority for the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms required by HUD.

Budget & Financial Summary: See attached financial summaries for the proposed PY 2015 (FY 2016) budget for CDBG and HOME funds. Staff will be prepared to answer questions regarding the proposed plans and/or budget.

Attachments:

- 1 - Resolution
- 2 - PY 2015 (FY 2016) Proposed Community Development Budget
- 3 - PY 2015 CDBG Public Service Funding Summary & Recommendations
- 4 - PY 2015 CDBG Public Facility Funding Summary & Recommendations
- 5 - 2015 Area Median Income Limits
- 6 - Map of Eligible Community Development Areas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE PROGRAM YEAR 2015 (FY 2016) ACTION PLAN AND BUDGET ALLOCATING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS.

WHEREAS, the City of College Station is entitled to receive \$1,002,441 in Community Development Block Grant (CDBG) funds and \$349,208 in Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD) in Program Year 2015 and has prepared a Program Year 2015 (FY 2016) Action Plan and Community Development Budget as required to secure these funds; and

WHEREAS, the City of College Station, Texas, has a Five-Year Consolidated Plan that will be approved by both HUD and the City that guides the development of each year's Action Plan and Budget; and

WHEREAS, the City of College Station, Texas, has an established Community Development Program under Chapter 373 of the Texas Local Government Code that (1) identifies areas of the City with concentrations of low and moderate income persons; (2) establishes areas in which program activities are proposed; (3) provides a plan under which citizens may publicly comment on activities; and (4) requires public hearings on program activities; and

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of the City's Program Year 2015 (FY 2016) Action Plan and Community Development Budget; and

WHEREAS, the City Council acknowledges that the adoption of the Program Year 2015 (FY 2016) Action Plan and Community Development Budget is in the best interest of the City and is for the purpose of securing additional community development resources for the primary benefit of low and moderate income citizens; now, therefore,

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

PART 1: That the City Council hereby approves the Program Year 2015 (FY 2016) Action Plan and Community Development Budget which serves as the City's application to HUD for CDBG and HOME funds;

PART 2: That the City Council hereby authorizes and designates the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms required by HUD for all Community Planning and Development Grant Programs for the Program Year 2015 (FY 2016) on behalf of the City of College Station.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of July 2015.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Attachment 1: FY 2016 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation	\$85,849	\$22,500 \$26,243**	\$134,592
Demolition	\$10,000	\$0	\$10,000
Interim Assistance	\$2,500	\$0	\$2,500
Homebuyer Assistance	\$7,915	\$250,000 \$55,688**	\$313,603
CHDO	\$0	\$46,828	\$46,828
CHDO Operating Expenses	\$0	\$17,460	\$17,460
Construction/Leveraged Development	\$240,018	\$0	\$240,018
Housing Services	\$4,848	\$15,000	\$19,848
Rental Rehabilitation	\$6,917	\$0	\$6,917
Code Enforcement	\$0	\$114,798	\$114,798
Tenant Based Rental Assistance	\$17,639	\$0	\$17,639
Public Service Agency (See Attachment 3)	\$25,026*	\$135,474	\$160,500
Public Facility (See Attachment 4)	\$488,033	\$464,181	\$952,214
Economic Development	\$0	\$50,000	\$50,000
Grant Administration	\$0	\$235,408	\$235,408
Recaptured Funds/ Program Income		CDBG HOME	\$0 \$81,931**
Total Community Development Budget			\$2,322,326

*Carry-over funds represent 4th quarter payments for FY 2015

**To be utilized for Rehabilitation/Homebuyer Assistance when realized

Attachment 3: FY 2016 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #'s /Cost per Client	Funding City
Big Brothers Big Sisters of South Texas	Brazos Valley Mentoring Program	\$15,000	\$15,000	Personnel/Salaries	125 \$120.00	Bryan
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$50,000	\$50,000	Medical Items & Testing Nurse Practitioner Salary	875 \$57.14	CS
Easter Seals East Texas, dba Brazos Valley Rehabilitation Center	Counseling and Case Management Program	\$39,000	\$39,000	Social Worker Contracted Services	175 \$222.86	CS
Family Promise of Bryan-College Station	Case Management	\$20,000	\$20,000	Case Management	95 \$210.53	Bryan
Mental Health Mental Retardation Authority of Brazos Valley	Mary Lake Peer Support Center	\$32,715	\$32,715	Salary, Utility/Telephone, Auto Maintenance, Supplies	55 \$594.82	CS
Twin City Mission, Inc.	Case Manager/Client Assistance Program	\$29,316	\$29,316	Case Manager, Client Assistance	525 \$55.84	B & CS
Unity Partners dba Project Unity	Safe Harbour Supervised Visitation Program	\$30,000	\$30,000	Personnel, FICA, Security	550 \$54.55	Bryan
Total		\$216,031	\$216,031			

Attachment 4: FY 2016 CDBG Public Facility Funding Summary & Recommendations

Activity	Recommended Funding	Description
Domink Drive Sidewalks - #3 Stallings Drive to Munson Avenue	\$60,000	FY 14 funds will be used to design sidewalks on the south side of Dominik from Stallings Drive to Munson Avenue. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and Eastgate Neighborhood Plan. Funds for construction will be allocated during a future budget year.
Nimitz Street Rehabilitation	\$409,296	Funds were utilized in FY 14 for engineering and design of a standard 2-lane local street with sidewalk on Nimitz from Lincoln Avenue to Ash Street. The current street configuration is a substandard rural section and is not centered in the right-of-way and within 5 feet of several single-family dwellings on the western side lots. FY 15 funds will be used to complete easement acquisition and construction.
Eisenhower Street Sidewalks	\$193,418	FY 16 funds will be used for the design and construction of sidewalks.
Live Oak Sidewalks	\$146,254	FY 16 funds will be used for the design and construction of sidewalks.
Cross Street ADA Sidewalks	\$124,509	FY 16 funds will be used for the design and construction of sidewalks.
Staff salaries	\$18,737	FY 16 funds will be used for Community Development staff salaries for the project management time required for the required oversight of compliance with all federal requirements on all Public Facility projects.
Total	\$952,214	

Attachment 6: 2015 Median Income Limits

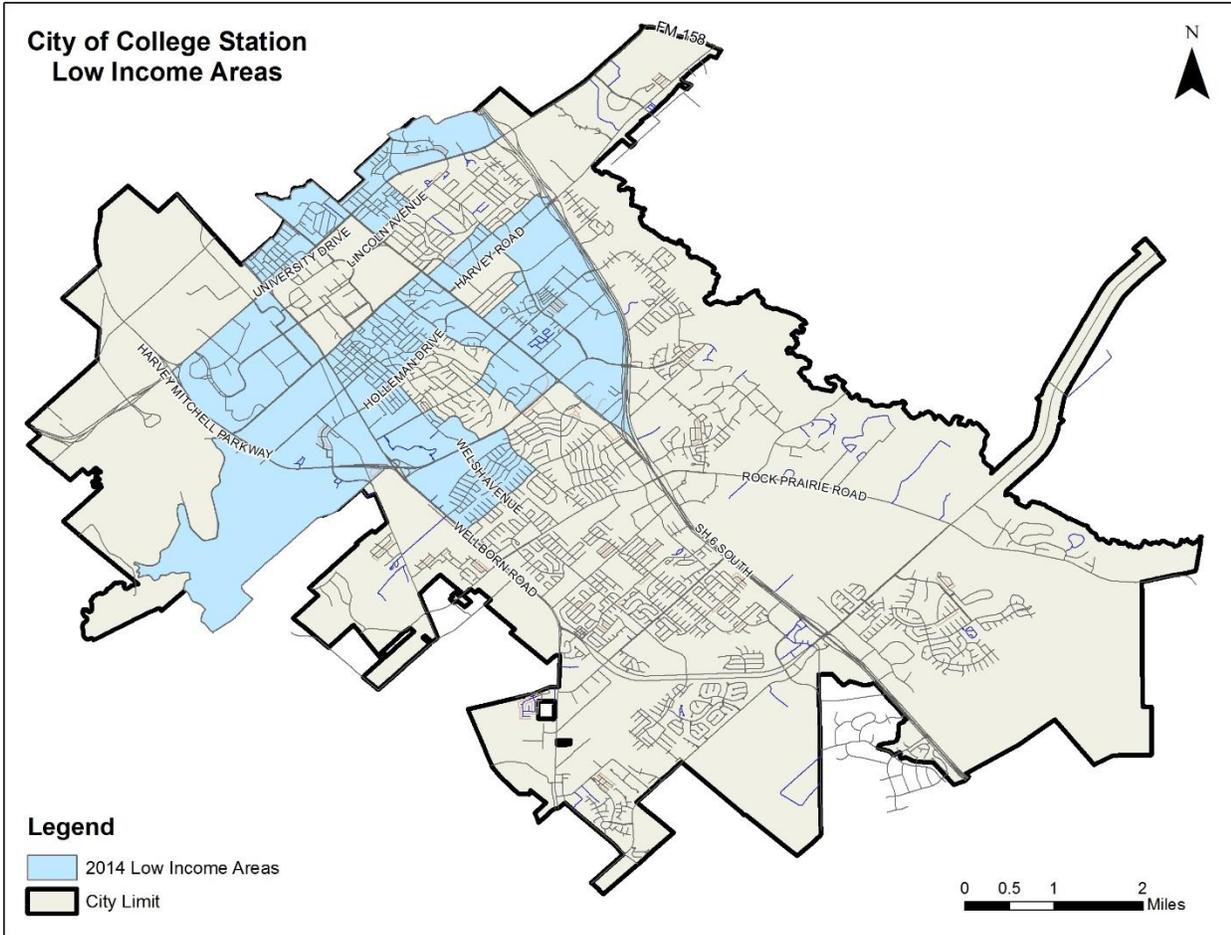
**2015 MEDIAN INCOME LIMITS
City of College Station
Community Development**

This list supersedes all other lists of prior dates.

Household	60%	80%
1	\$25,620	\$34,100
2	\$29,280	\$39,000
3	\$32,940	\$43,850
4	\$36,540	\$48,700
5	\$39,480	\$52,600
6	\$42,420	\$56,500
7	\$45,360	\$60,400
8	\$48,240	\$64,300

The left column (Household) refers to the number of people in the home. The two columns on the right refer to the maximum combined income allowed per year by HUD guidelines in order to qualify for a Community Development program at 60% and 80% of the Area Median Income (AMI).

Attachment 7: Map of Eligible Community Development Areas





Legislation Details (With Text)

File #: 15-0367 **Version:** 1 **Name:** Purchase of six Potential Transformers
Type: Presentation **Status:** Consent Agenda
File created: 7/6/2015 **In control:** City Council Regular
On agenda: 7/23/2015 **Final action:**
Title: Presentation, possible action, and discussion on a bid award for the purchase of six 145kV potential transformers, which will be maintained in electrical inventory and expensed as needed. The total recommended award is \$50,922 to Instrument Transformer Equipment Corp.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Tabulation.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a bid award for the purchase of six 145kV potential transformers, which will be maintained in electrical inventory and expensed as needed. The total recommended award is \$50,922 to Instrument Transformer Equipment Corp.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff recommends award of \$50,922 to Instrument Transformer Equipment Corp. as the lowest responsible bidder meeting the specifications.

Summary: On June 26, 2015, five (5) sealed bids were received and opened for Invitation to Bid 15-061. Electric staff evaluated the bids for compliance to the needed specifications. Staff is recommending award to Instrument Transformer Equipment Corp. as the lowest responsible bidder who met all specifications. The bid submitted by UAI/Emek was considered non-compliant because they did not meet the specification requirement that the transformers must be manufactured on the North American Continent.

Upon Council approval, a purchase order will be issued to Instrument Transformer Equipment Corp. The materials will be placed and maintained in the electrical inventory and expensed as needed.

Budget & Financial Summary: Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Reviewed and Approved by Legal: N/A

Attachments: Bid Tabulation #15-061



City of College Station - Purchasing Division
Bid Tabulation for #15-061
"Purchase of Six 145kV Potential Transformers"
Open Date: Friday, June 26, 2015 @ 2:00 p.m.

			KBS Electrical Dist.	UAI/Emek	Priester- Mell & Nicholson	Instrument Transformer Equipment Corp.	ABB
Item	Description	Qty	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
A1	145 kV Potential Transformer	6	\$9,905.00	\$4,508.00	\$9,899.00	\$8,487.00	\$8,910.00
Total Cost			\$59,430.00	\$27,048.00	\$59,394.00	\$50,922.00	\$53,460.00
Manufacturer			Trench	Emek Elektrik	Trench	ITEC	ABB-Kuhlman
Catalog No.			TUT5-650-138	56115	UT5-650-138	VH106500700T000	L741200T0-803
Delivery Time			18-20 weeks	21-26 monts ARO	22-24 weeks	12-14 weeks	15 weeks ARO
Exceptions			0.3ZZ on full winding	Country of Origin: Turkey			\$2,500 Freight Charge
Warranty			not specified	24 months	not specified	24 months	12 months
Bid Status			Compliant	Non-Compliant	Compliant	Compliant	Compliant
Ranking			4	N/A	3	1	2



Legislation Details (With Text)

File #:	15-0373	Version:	2	Name:	Impact Fee Semi-Annual Report
Type:	Impact Fees	Status:		Status:	Consent Agenda
File created:	7/8/2015	In control:		In control:	City Council Regular
On agenda:	7/23/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	06/18/15 Impact Fee Semi-Annual Report Fee Area Map Land Use Map				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): At their meeting on June 18th, the Planning and Zoning Commission unanimously recommended acceptance of the report. Staff also recommends Council acknowledge and accept the Semi-Annual Report - No Further Action is required at this time.

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. In short, the City of College Station currently has five impact fee areas where all associated utility construction is complete. All five of the impact fees were updated by Council in accordance with State Law in November of 2013. There have been no major changes in the impact fee programs since the recent update, so this report primarily documents the fees collected over the reporting period.

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee per the City of College Station Code of Ordinances Chapter 15: Impact Fees. On June 18, 2015 the Advisory Committee discussed and unanimously recommended support of the Semi-Annual Report. It is now being forwarded to Council for your status update.

Budget & Financial Summary: N/A

Attachments:

1. 06/18/15 Impact Fee Semi-Annual Report
2. Fee Area Map
3. Land Use Map



CITY OF COLLEGE STATION

1101 Texas Avenue South, P.O. Box 9960
College Station, Texas 77842
Phone 979.764.3570 / Fax 979.764.3496

MEMORANDUM

DATE: June 18, 2015
TO: Planning and Zoning Commission
FROM: Carol Cotter, P.E., Sr. Asst. City Engineer
SUBJECT: Semi-Annual Report – Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02

Local Government Code requires semi-annual reporting in order to monitor the progress of impact fees and to determine when an update to the fee study is necessary. The last update was completed in November 2013. There have been no major changes in the impact fee programs since that update. Staff recommends that the Advisory Committee forward this report to City Council for their status update.

The City of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of proposed and existing impact fees. More specifically, the Advisory Committee is established to:

1. Advise and assist the City in adopting Land Use assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

Currently the City of College Station has five impact fees in existence of which all associated construction is complete. All five of the impact fees underwent a 5-Year Update in 2013 in accordance with State Law. The following is a current status report for each of the five impact fees. (To facilitate review, data from previous 6 months are presented in bold font.):

92-01 Sanitary Sewer (Graham Road) (508 ac.) \$339.63/LUE

This fee was initially implemented in 1992 at \$152.18 /LUE and was revised in 1996 to \$289.77/LUE after approval of updated Land use Assumptions and Capital Improvements Plan (CIP), revised again to the \$232.04/LUE in 2000, revised again to \$316.07 in 2008, and to the current amount in November of 2013. The CIP consisted of three phases originally estimated at \$543,000 which have all been completed at a combined cost of \$473,518.72. Fees collected over the last reporting period are **\$0.00** for total amount of **\$324,292.38** (per Account #92509000 4560). The remaining amount eligible for collection is about **\$42,682.46**. The total amount to be recovered through impact fees is anticipated at **77%** of original construction cost.

97-01 Sanitary Sewer (Spring Creek – Pebble Hills) (2000 ac.) \$144.01/LUE

This fee was implemented in December 1997 at \$349.55/LUE, was revised to \$98.39 in 2008, and was revised to the current amount in November of 2013.. The CIP consisted of Phase I (east of Hwy 6) and Phase II (west of Hwy 6). Phase I estimated to cost \$1,000,000 was completed in 1999 at a cost of \$631,214.59. Phase II was estimated to cost \$1,350,000 and was completed at a cost of \$813,752.00. The total actual cost was \$1,444,966.59. Fees collected over the last reporting period are **\$11,569.85** for total amount of **\$635,349.99** (per Acct #92519000 4560). The remaining amount eligible for collection is about **\$790,791.67**. The total amount to be recovered through impact fees is anticipated at **98%** of original construction cost.

97-02B Sanitary Sewer (Alum Creek – Nantucket) (608 ac.) \$44.71/LUE

This fee was implemented in December 1997 at \$243.38/LUE, was revised to \$59.42 in 2008, and was revised to the current amount in November of 2013. The CIP consisted of running a 15" sanitary sewer line from the south end of the College Station Business Park westerly along Alum Creek to the east ROW of Highway 6. The project was estimated to cost \$390,000 and was completed in 1999 at a cost of \$214,270.87. Fees collected over the last reporting period are **\$312.97** for total amount of **\$25,143.39** (per Acct #92529000 4560). The remaining amount eligible for collection is about **\$100800.72**. The total amount to be recovered through impact fees is anticipated at **57%** of original construction cost.

99-01 Water (Harley)(158 ac.) \$996.03/LUE

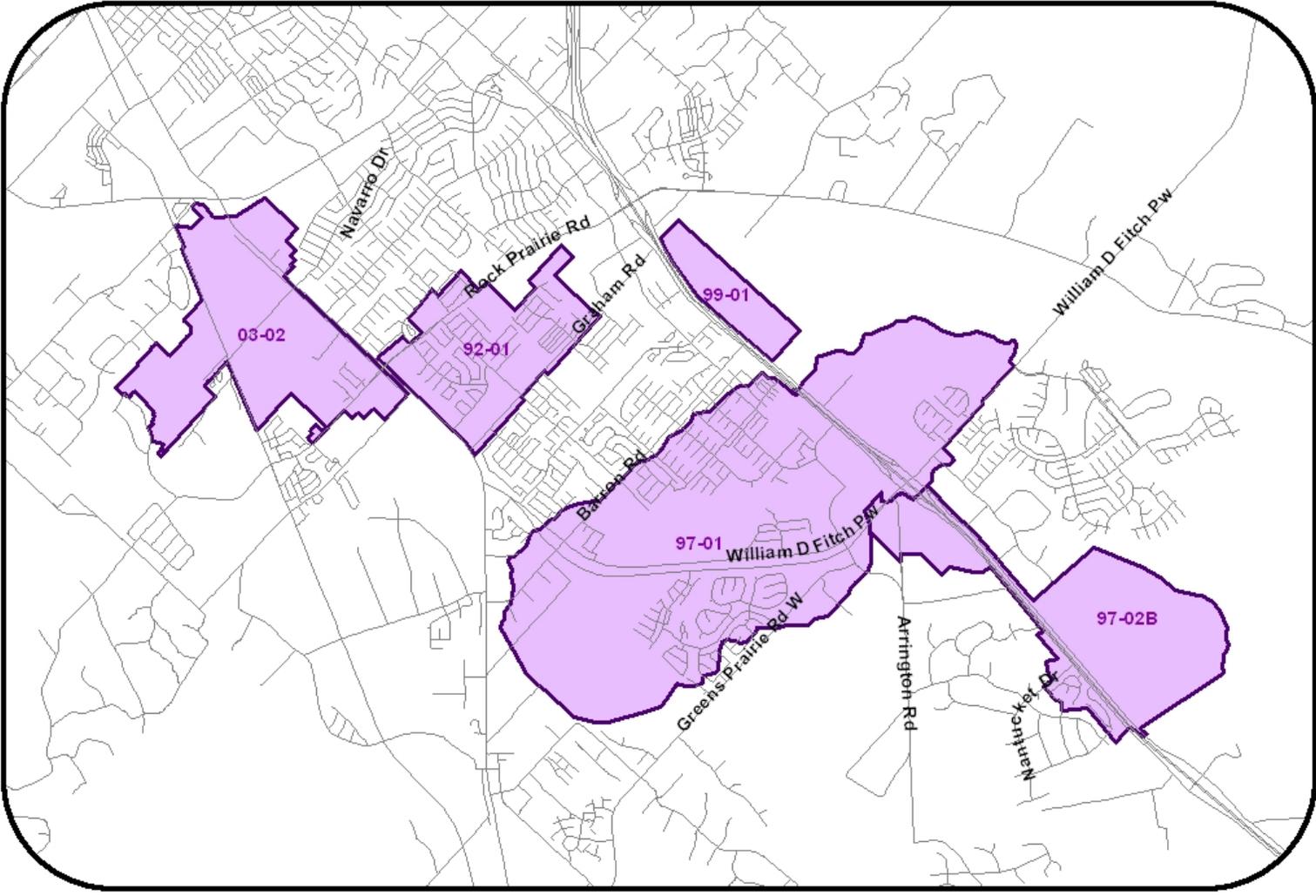
This fee was implemented in April 1999 at \$550.00/LUE, was revised to \$769.91 in 2008, and was revised to the current amount in November of 2013. The CIP consisted of running an 18" water line south along the east ROW of Highway 6 approximately 4800'. The line was estimated to cost \$312,000 (the impact fee is based on an 8" line @ \$165,000). A 2400' section of the 18" line was constructed in 1999 from the south end at a total cost of \$342,977.73. Fees collected over the last reporting period are **\$0.00** for total amount of **\$64,740.88** (per Acct #92409000 4560). The remaining amount eligible for collection is about **\$279,884.43**. The total amount to be recovered through impact fees is anticipated at **99%** of original construction cost.

03-02 Sanitary Sewer (Steeplechase) (715 ac.) \$144.87/LUE

This fee was initially implemented in June 2003 at \$300.00/LUE, was revised to \$357.74 in 2009, and was revised to the current amount in November of 2013. This CIP was constructed in two phases of sanitary sewer line construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed Wellborn Road and terminated at Old Wellborn Road consisting of 2,347 linear feet of 18 inch sewer line with a construction cost of \$296,642. Phase two was completed in 2006 and continued the line along Old Wellborn Road and terminated across RPR West. Phase two consisted of 6,281 linear feet of 12 inch line and 2,062 linear feet of 18 inch line for a construction cost of \$529,088 and a land cost of \$87,133. The design cost for the combined phases was \$148,023. The total actual cost was \$1,091,886 which was less than the original report estimated at \$1,596,137. Fees collected over the last reporting period are **\$28,249.65** for total amount of **\$200,859.32** (per Acct #253-0000-287.51-13). The remaining amount eligible for collection is about **\$872,609.93**. The total amount to be recovered through impact fees is anticipated at **94%** of original construction cost.

Impact Fee Area	Effective Buildout LUE	Current Impact Fee Rate	Remaining Capital Investment to Recoup
92-01 Graham	1710	\$ 339.63	\$ 43,000
97-01 Spring Creek	8565	\$ 144.01	\$791,000
97-02B Alum	2656	\$ 44.71	\$101,000
99-01 Harley	396	\$ 996.03	\$280,000
03-02 Steeplechase	7051	\$ 144.87	\$873,000
		Total	\$2,088,000

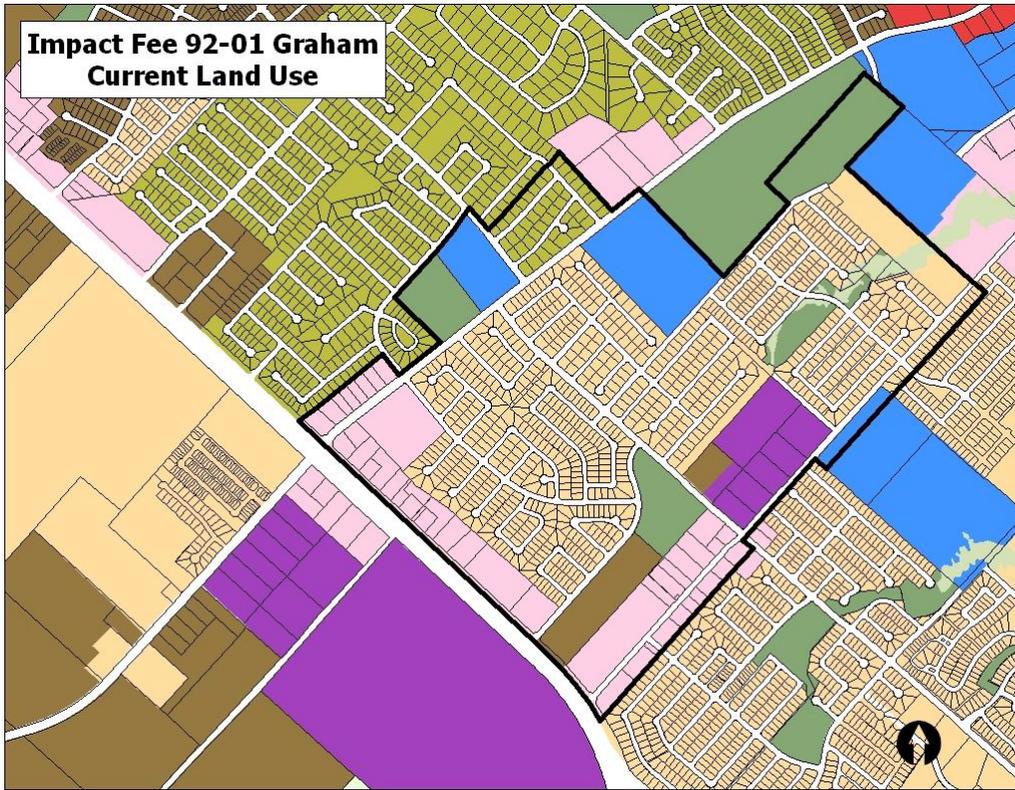
Attachments: Impact Fee Service Areas Map
 Current Land Use Map per Impact Fee Area



1 inch equals 4,000 feet



Impact Fee Areas - January 2013

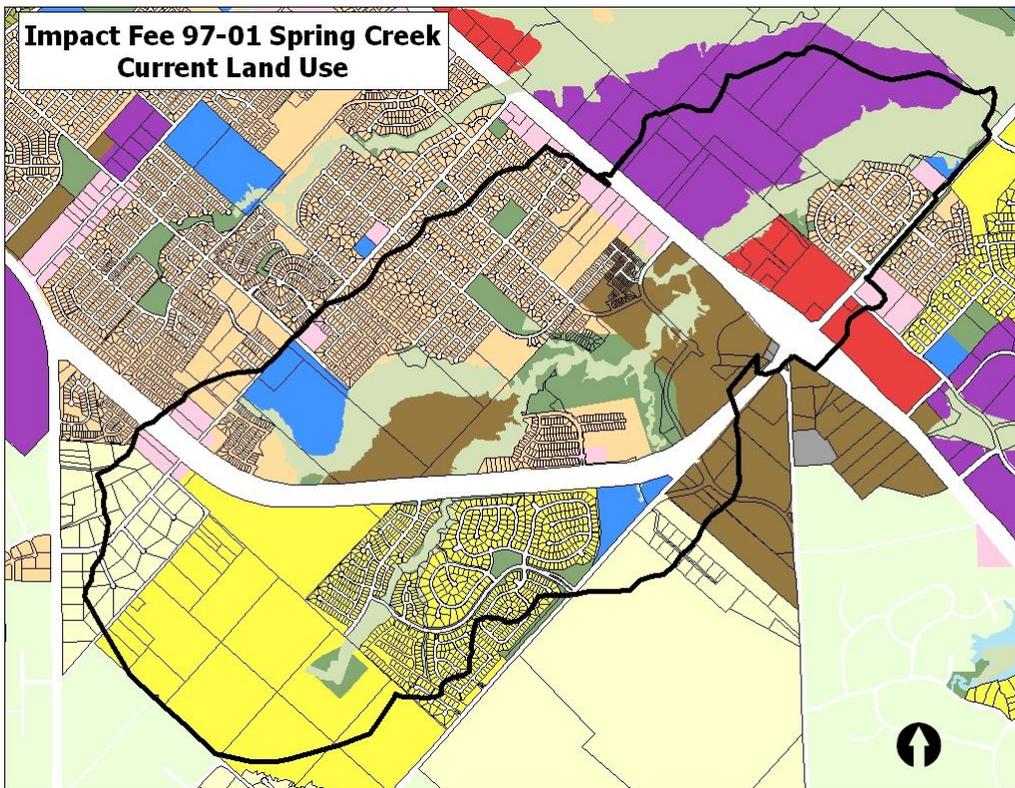


Legend

Land Use Plan

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

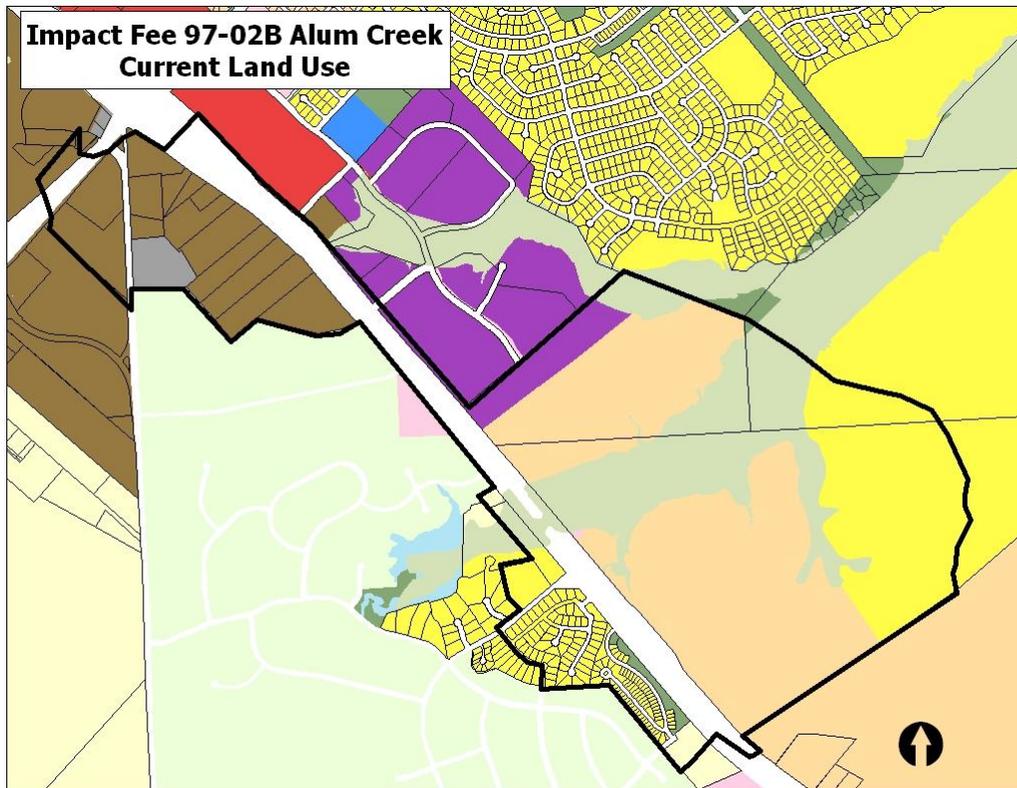


Legend

Land Use Plan

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
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- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

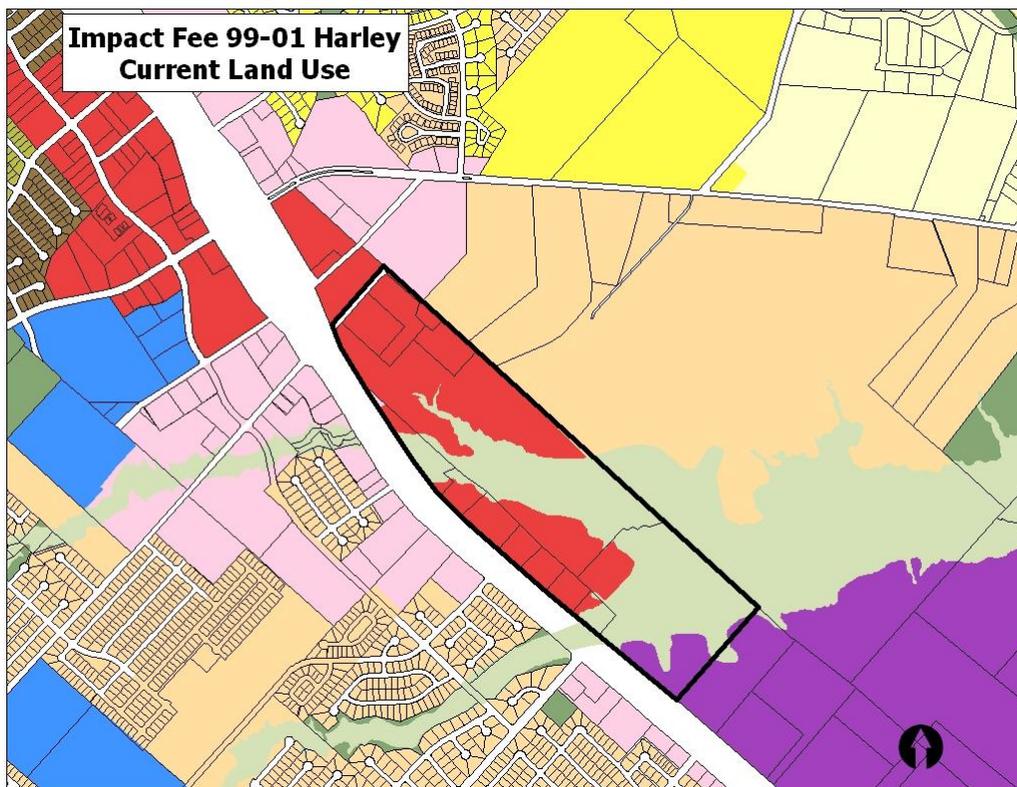


Legend

Land Use Plan

FLU-2

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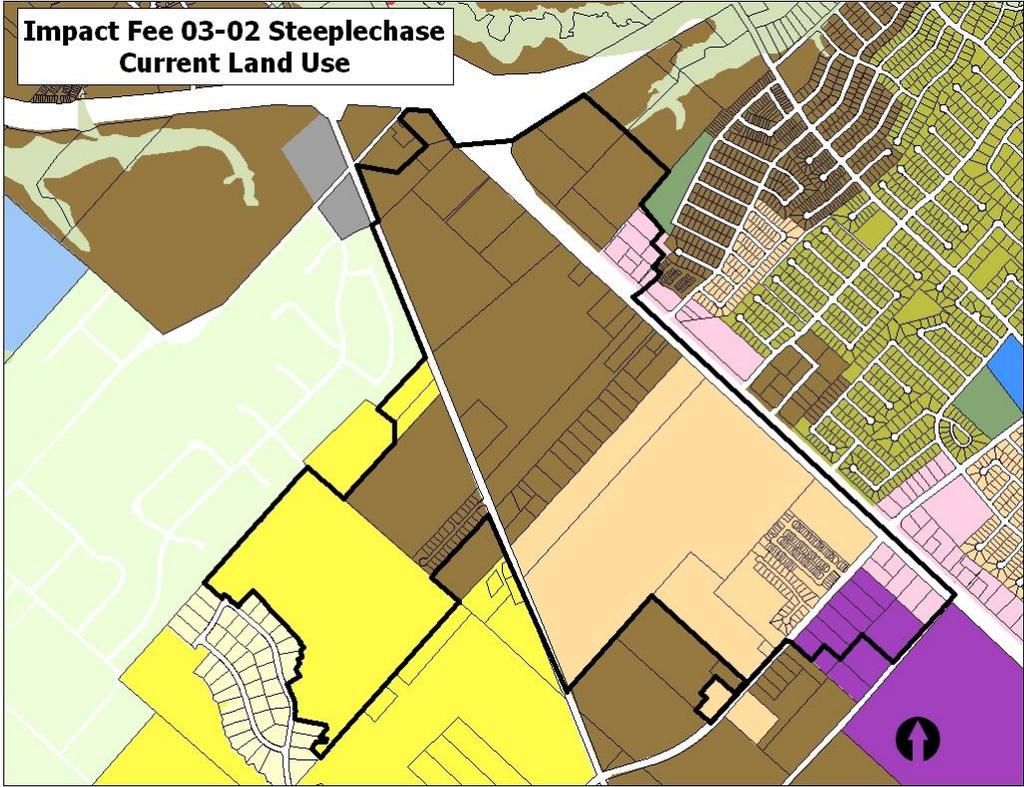
Legend

Land Use Plan

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
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- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

**Impact Fee 03-02 Steeplechase
Current Land Use**



Legend

Land Use Plan

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water



Legislation Details (With Text)

File #: 15-0382 **Version:** 1 **Name:** Reynolds & Reynolds 2014 Compliance Report
Type: Report **Status:** Consent Agenda
File created: 7/9/2015 **In control:** City Council Regular
On agenda: 7/23/2015 **Final action:**
Title: Presentation, possible action, and discussion authorizing the payment of Retention and Expansion, and Payroll Grants in a total amount of \$45,000 to Reynolds & Reynolds.
Sponsors: Natalie Ruiz
Indexes:
Code sections:
Attachments: [2014 Compliance Report.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion authorizing the payment of Retention and Expansion, and Payroll Grants in a total amount of \$45,000 to Reynolds & Reynolds.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): In fulfillment of the City's contractual obligation, staff recommends approval of a \$45,000 payment to Reynolds & Reynolds for performance in 2014.

Summary: On December 14, 2006 the City Council unanimously approved an Economic Development Agreement with Reynolds & Reynolds to provide Retention and Expansion, and Payroll Grants for economic performance at their 200 Quality Circle location in the *Business Center at College Station*. The term of this agreement is ten years and the total maximum amount of all applicable grants is \$550,000. This payment represents the eighth annual disbursement. Reynolds & Reynolds previously received \$45,000 for 2007, 2008, 2010, 2011 and 2013 as well as \$40,000 for 2009 and 2012 performance.

The Retention and Expansion Grant component of the agreement requires Reynolds & Reynolds to maintain real and personal property of at least \$24 million, and maintain an annual payroll of \$18 million in order to receive \$30,000. As a performance incentive, the agreement also provides for Reynolds & Reynolds to receive a Payroll Grant of \$5,000 for each \$1 million increment in additional payroll over an \$18 million minimum.

Based on the Statement of Compliance and supporting documentation submitted by Reynolds & Reynolds to the Research Valley Partnership and the City, the company has established real and personal property valuation in an amount of \$28,742,070 and is eligible for the Retention and Expansion Grant of \$30,000. Further the company currently maintains a payroll of \$21,695,042 and

is eligible for a combined Payroll Grant of \$15,000.

Budget & Financial Summary: Funding in the amount of \$45,000 is budgeted and available in the City's Economic Development Fund

Attachments: 2014 Statement of Compliance - Reynolds & Reynolds, Inc



June 8, 2015

Mayor Nancy Berry
City of College Station
Post Office Box 9960
College Station, Texas 77842

RE: 2014 Economic Development Agreement Performance

Dear Mayor Nancy Berry:

In accordance with Article IV §(1), (2), (3) of the Economic Development Agreement (the "Agreement"), dated March 15, 2007 between the City of College Station, Brazos County, Research Valley Partnership and Reynolds & Reynolds Company, Inc. (the "Company"), please accept this letter and its related attachments as certification of our 2014 performance and an official request for payment in that regard.

Per the attached documentation as provided by Mr. Mark Bales and our Director of Tax and Financial Reporting, Reynolds & Reynolds Company realized and currently maintains a Real Property value of \$19,497,565 and Personal Property valuation of \$41,062,230.80 at its 200 Quality Circle, College Station, Texas location. In accordance with the provisions of the Agreement, the Company requests payment of a Retention and Expansion Grant, in the amount of \$30,000.

Further, per the attached documentation as provided by Mr. Mark Bales and our Director of Tax and Financial Reporting, Reynolds & Reynolds Company currently maintains an annual Payroll of \$21,695,042.62 at its 200 Quality Circle, College Station, Texas location. The 2014 total amount of property value, at 200 Quality Circle both personal and real, from the Brazos County Appraisal District is \$28,742,070. In accordance with the provisions of the Agreement, the Company also requests remittance of Payroll Grants in a cumulative amount of \$15,000.

I, the undersigned, being an authorized representative of Reynolds & Reynolds Company, do hereby certify that the above stated amounts are correct; and that Reynolds & Reynolds Company is in full compliance with all terms of the aforementioned Agreement and, as such, eligible for a 2014 payment of \$45,000 from the City of College Station, Texas.

200 Quality Circle Dr.
College Station, Texas 77845-4468
979.595.2600
fax 979.595.2624
www.reyrey.com

Carlan M. Cooper
Signature of Contract Signee
Carlan M. Cooper
Senior Vice President

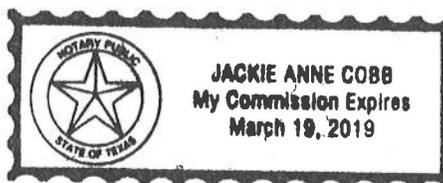
Title

County of Brazos,
State of Texas

I, Jackie Cobb, certify that Carlan Cooper signed the
above statement in my presence on June 8, 2015.

Jackie Cobb
Notary Public

Seal:



RECEIVED AND REVIEWED

I, the undersigned, being an authorized representative of the Research Valley Partnership, do hereby certify that the above statements and related attachments have been reviewed and are correct; and that Reynolds & Reynolds Company is in full compliance with all terms of the aforementioned Agreement and, as such, eligible for a 2013, payment of \$45,000 from the City of College Station, Texas.

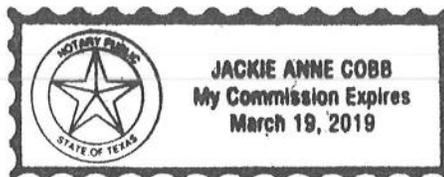
Bob Malaise
Signature
Compliance Officer
Title

County of Brazos,
State of Texas

I, Jackie Cobb, certify that Bob Malaise signed the
above statement in my presence on June 8, 2015

Jackie Cobb
Notary Public

Seal:



2014 Compliance Report – Reynolds & Reynolds



Incentive:

Brazos County and City of College Station

Retention & Expansion Grant \$30,000 for maintaining \$24 million in investment
 Payroll Grant \$5,000 for every \$1 million of payroll exceeding \$18 million

	Retention & Expansion Grant	Payroll Grant	(cont'd)	Retention & Expansion Grant	Payroll Grant
2007	\$30,000	\$15,000	2012	\$30,000	\$10,000
2008	\$30,000	\$15,000	2013	\$30,000	\$15,000
2009	\$30,000	\$10,000	2014	\$30,000	\$15,000
2010	\$30,000	\$15,000	2015		
2011	\$30,000	\$15,000	2016		

Obligation:

	REQUIRED	ACTUAL	REQUIRED	BCAD
2007	\$18,000,000	\$21,835,291	\$24,000,000	\$35,256,198
2008	\$18,000,000	\$21,325,577	\$24,000,000	\$32,588,040
2009	\$18,000,000	\$20,111,034	\$24,000,000	\$28,348,178
2010	\$18,000,000	\$21,334,803	\$24,000,000	\$25,379,440
2011	\$18,000,000	\$21,480,228	\$24,000,000	\$25,580,430
2012	\$18,000,000	\$20,523,652	\$24,000,000	\$27,525,210
2013	\$18,000,000	\$21,450,619	\$24,000,000	\$27,051,300
2014	\$18,000,000	\$21,695,042	\$24,000,000	\$28,742,070
2015	\$18,000,000		\$24,000,000	
2016	\$18,000,000		\$24,000,000	

Research Valley
 Partnership



Legislation Details (With Text)

File #:	15-0385	Version:	1	Name:	Rejection of Aquatics Outsourcing Proposals
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	7/10/2015	In control:		In control:	City Council Regular
On agenda:	7/23/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the rejection of all proposals received for Aquatics Management Services, RFP 15-039.				
Sponsors:	David Schmitz				
Indexes:	Rejection of Proposals				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the rejection of all proposals received for Aquatics Management Services, RFP 15-039.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends that Council reject all proposals received for Aquatics Management Services, RFP 15-039.

Summary: In August 2014, Council directed Staff to perform an Aquatics Division Assessment. The objective of the study was to: a) assess the existing facilities and operations, b) recommend improvements necessary for the delivery of a comprehensive and financially sustainable aquatic program. In January 2015, Staff presented the findings of the aquatics assessment with recommendations to solicit proposals for outsourcing aquatics operations. Staff issued a request for proposal that included key factors for consideration in outsourcing: a) qualifications and experience in similar operations; b) variety and quality of programs to be offered, c) safety record, d) fees for services, e) proposed contract terms and conditions, f) references, and g) clarity of proposal response. After preliminary review of the proposals received, staff is recommending rejection of all proposals.

Budget & Financial Summary: There is no budgetary or financial impact to reject proposals.

Reviewed and Approved by legal: N/A

Attachments: none



Legislation Details (With Text)

File #:	15-0379	Version:	1	Name:	Public Utility Easement Abandonments – 2045 Jones Butler Road
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	7/8/2015	In control:		In control:	City Council Regular
On agenda:	7/23/2015	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning two public utility easements located at 2045 Jones Butler Road as follows: A 0.167 acre portion of a 20-foot wide public utility easement as recorded in Volume 5282, Page 221 of the Deed Records of Brazos County, Texas and a 94 square foot public utility easement as recorded in Volume 6961, Page 201 of the Deed Records of Brazos County, Texas.				
Sponsors:	Erika Bridges				
Indexes:					
Code sections:					
Attachments:	Vicinity Map Location Map Jones Butler Easements Aban 7-16-15.pdf Exhibit A				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning two public utility easements located at 2045 Jones Butler Road as follows: A 0.167 acre portion of a 20-foot wide public utility easement as recorded in Volume 5282, Page 221 of the Deed Records of Brazos County, Texas and a 94 square foot public utility easement as recorded in Volume 6961, Page 201 of the Deed Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: These two easement abandonments accommodate future development of the subject property in accordance with the approved Planned Development District (PDD) zoning. The City has received a temporary blanket easement for the entire site which will continue to provide access to public and private utilities until infrastructure is removed and relocated at the owners' expense and a new public utility easement is granted with the future site development.

The 20-foot wide public utility easement (as shown in Exhibit "A" - Easement No.1 of the ordinance) recorded in Volume 5282, Page 221 of the Deed Records of Brazos County, Texas is 0.167 of one acre situated in the Crawford Burnett League, Abstract No.7, Brazos County, Texas and being part of

that certain called 0.42 of one acre tract described as a 20-foot wide public utility easement in deed from Palomares Construction Company to City of College Station.

The 94-square foot public utility easement (as shown in Exhibit "A" - Easement No.2 of the ordinance) recorded in Volume 6961, Page 201 of the Deed Records of Brazos County, Texas is also situated in the Crawford Burnett League, Abstract No.7, Brazos County, Texas, being a part of a 7.76 acre tract conveyed to Navajo, Ltd. By deed recorded in Volume 337, Page 600 of the Deed of Records of Brazos County, Texas, and also a part of the tract described by Quit Claim Deed to Brazos County, Texas, recorded in Volume 272, Page 425 of the Deed of Records of Brazos County, Texas, lying in the northwest corner of the said Navajo, Ltd. tract.

Budget & Financial Summary: N/A

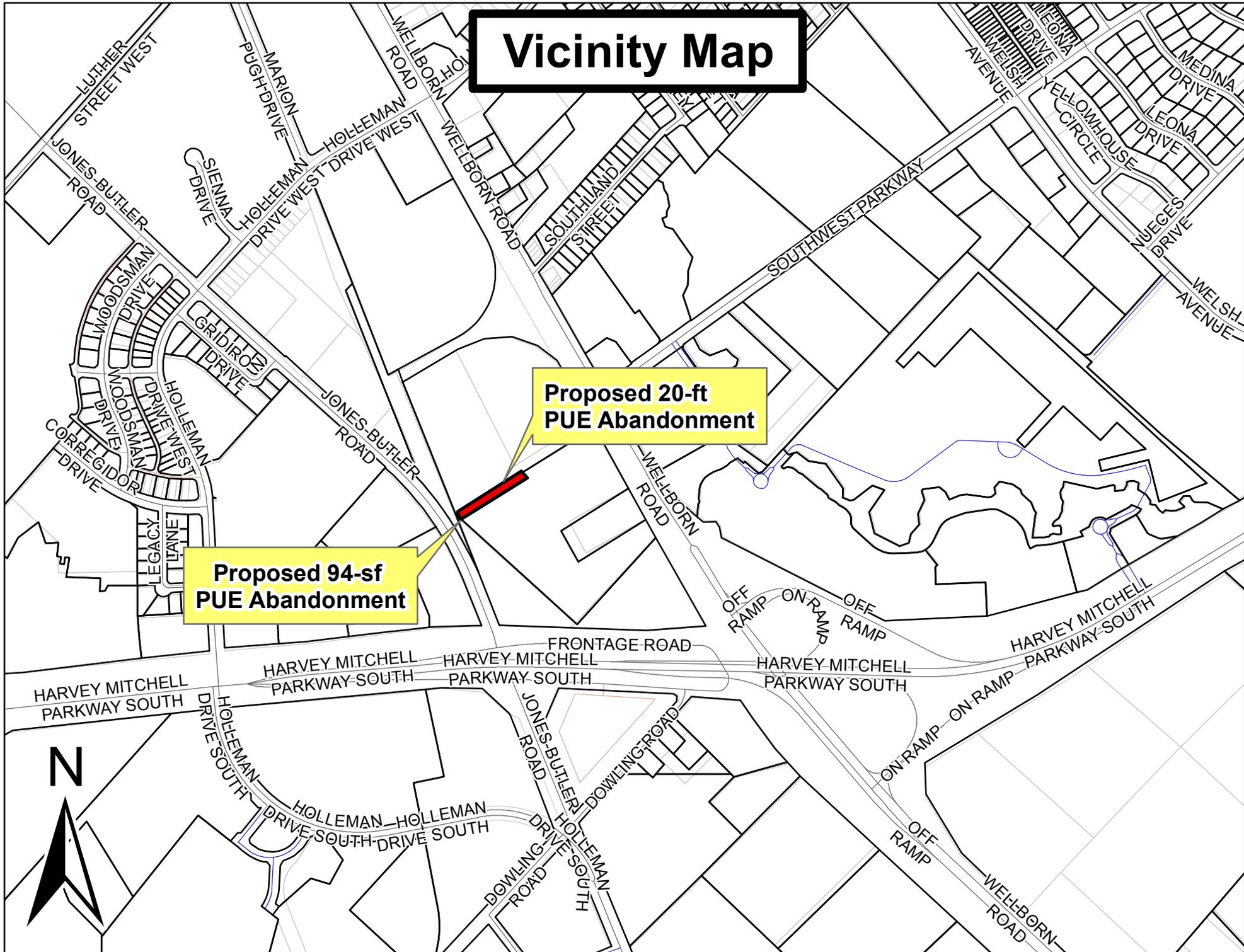
Attachments:

1. Vicinity Map
2. Location Map
3. Ordinance

Vicinity Map

**Proposed 20-ft
PUE Abandonment**

**Proposed 94-sf
PUE Abandonment**



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING TWO PUBLIC UTILITY EASEMENTS LOCATED AT 2045 JONES BUTLER ROAD: A 0.167 ACRE PORTION OF A 20-FOOT WIDE PUBLIC UTILITY EASEMENT (EXHIBIT “A” - EASEMENT NO.1) RECORDED IN VOLUME 5282, PAGE 221 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS AND A 94 SQUARE FOOT PUBLIC UTILITY EASEMENT (EXHIBIT “A” – EASEMENT NO.2) RECORDED IN VOLUME 6961, PAGE 201 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of two public utility easements located at 2045 Jones Butler Road:

- 1. Easement No.1** is a 0.167 acre portion of a 20-foot wide public utility easement, recorded in Volume 5282, Page 221 of the Deed Records of Brazos County, Texas. (Exhibit “A” - Easement No.1)The 20-foot wide public utility easement recorded in Volume 5282, Page 221 of the Deed Records of Brazos County, Texas is 0.167 of one acre situated in the Crawford Burnett League, Abstract No.7, Brazos County, Texas and being part of that certain called 0.42 of one acre tract described as a 20-foot wide public utility easement in deed from Palomares Construction Company to City of College Station; and

- 2. Easement No.2** is a 94 square foot public utility easement, recorded in Volume 6961, Page 198 of the Deed Records of Brazos County, Texas. (Exhibit “A” - Easement No.2) The 94-square foot public utility easement recorded in Volume 6961, Page 198 of the Deed Records of Brazos County, Texas is also situated in the Crawford Burnett League, Abstract No.7, Brazos County, Texas, being a part of a 7.76 acre tract conveyed to Navajo, Ltd. by deed recorded in Volume 337, Page 600 of the Deed of Records of Brazos County, Texas, and also a part of the tract described by Quit Claim Deed to Brazos County, Texas, recorded in Volume 272, Page 425 of the Deed of Records of Brazos County, Texas, lying in the northwest corner of the said Navajo, Ltd. tract as described in Exhibit “A” attached hereto and collectively referred to as the “Easements”; and

WHEREAS, in order for the Easements to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easements in the manner and as described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes:

- a. Abandonment of the Easements will not result in property that does not have access to public roadways or utilities.
- b. There is no public need or use for the Easements.
- c. There is no anticipated future public need or use for the Easements.
- d. Abandonment of the Easements will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easements described above and in Exhibit "A" be abandoned and vacated by the City.

PART 3: That the City is not abandoning the Temporary Blanket Easement granted from BCS Jones Butler 37.26, L.P. to the City record in Volume 12749 and Page 105 of the Deed Records of Brazos County, Texas covering the 36.829 acre tract.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

Easement No.1

FIELD NOTES

**PARTIAL EASEMENT RELEASE
0.167 OF ONE ACRE
BEING A PART OF THE
CITY OF COLLEGE STATION
20' WIDE PUBLIC UTILITY EASMENT
0.42 OF ONE ACRE TRACT
VOLUME 5282, PAGE 221
CRAWFORD BURNETT LEAGUE, A – 7
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS
June 2, 2015**

All that certain lot, tract or parcel of land being 0.167 of one acre situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, Brazos County, Texas and being a part of that certain Called 0.42 of one acre tract described as a 20 foot wide Public Utility Easement as described in deed from Palomares Construction Company to the City of College Station of record in Volume 5282, page 221, Official Records of Brazos County, Texas, said 0.167 of one acre tract being more particularly described by metes and bounds as follows:

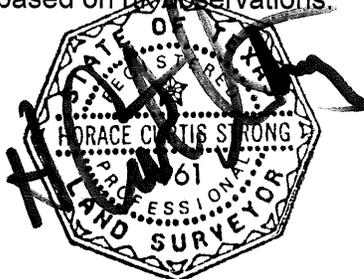
BEGINNING at a Tack in a Fence Corner Post at the most westerly corner of said 0.42 of one acre tract for the most westerly corner, said corner being the most westerly corner of the BCS Jones Butler 37.26, L.P. Called 14.50 acre tract as described in Volume 12106, page 7, said corner also being the most southerly corner of the BCS Jones Butler 37.26, L.P. Called 14.66 acre tract as described in Volume 12106, page 21, said corner also being the most northerly corner of the BCS Jones Butler 37.26, L.P. Called 7.705 acre tract as described in Volume 12106, page 15, said corner also being the most northerly corner of the BCS Jones Butler 37.26, L.P. Called 0.054 acre tract as described in Volume 12499, page 67;

THENCE N 57 ° 41 ' 21 " E, along the northwest line of said Called 0.42 of one acre tract and the northwest line of said Called 14.50 acre tract and the southeast line of said Called 14.66 acre tract a distance of 367.32 feet to a point for the most northerly corner;

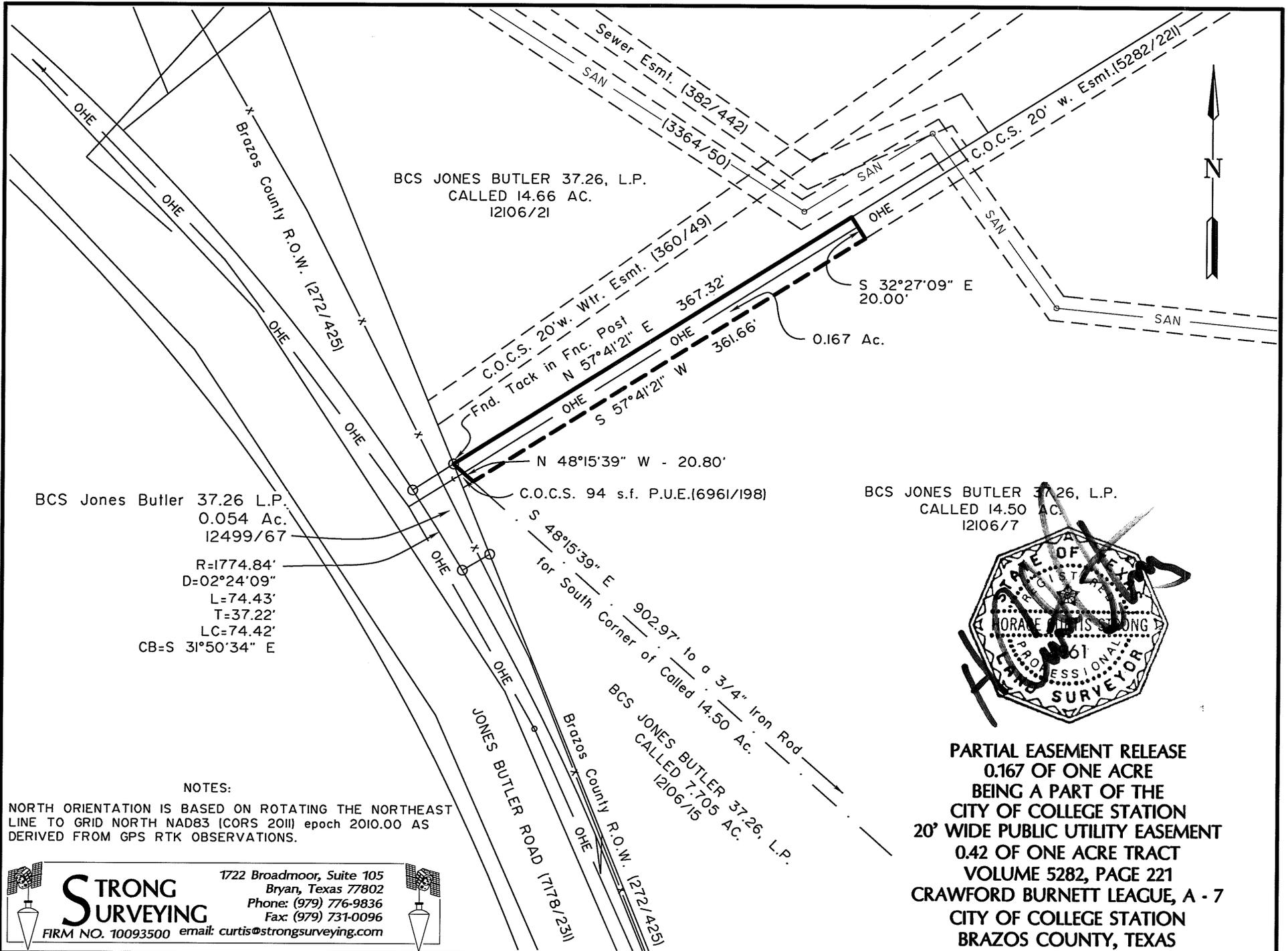
THENCE S 32 ° 27 ' 09 " E, a distance of 20.00 feet to a point for the most easterly corner;

THENCE S 57 ° 41 ' 21 " W, a distance of 361.66 feet to a point in the southwest line of said Called 14.50 acre tract and the northeast line of said Called 7.705 acre tract for the most southerly corner, a 3/4" Iron Rod found for the most southerly corner of said Called 14.50 acre tract bears S 48 ° 15 ' 39 " E a distance of 902.97 feet;

THENCE N 48 ° 15 ' 39 " W, along the southwest line of said Called 0.42 acre tract and the southwest line of said Called 14.50 acre tract and the northeast line of said Called 7.705 acre tract a distance of 20.80 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.167 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on May 29, 2015 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. North Orientation is based on rotating the northwest line of the Called 14.50 acre tract to Grid North NAD83 (CORS 2011) epoch 2010.00 based on rtk observations.



Easement No.1

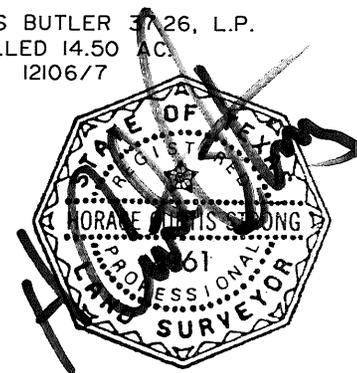


NOTES:

NORTH ORIENTATION IS BASED ON ROTATING THE NORTHEAST LINE TO GRID NORTH NAD83 (CORS 2011) epoch 2010.00 AS DERIVED FROM GPS RTK OBSERVATIONS.

STRONG SURVEYING
FIRM NO. 10093500 email: curtis@strongsurveying.com

1722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096



PARTIAL EASEMENT RELEASE
0.167 OF ONE ACRE
BEING A PART OF THE
CITY OF COLLEGE STATION
20' WIDE PUBLIC UTILITY EASEMENT
0.42 OF ONE ACRE TRACT
VOLUME 5282, PAGE 221
CRAWFORD BURNETT LEAGUE, A - 7
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS

Easement No.2

Doc 00906090 Bk OR Vol 6961 Pg 201

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Proposed Easement
Navajo, Ltd. Tract
Crawford Burnett League
College Station, Texas
3 May 2005

All that certain tract or parcel of land lying and being situated in the Crawford Burnett League, Abstract No 7, in College Station, Brazos County, Texas, being a part of that 7.76 acre tract conveyed to Navajo, Ltd. by deed recorded in Volume 337, Page 600 of the Deed Records of Brazos County, Texas, and also a part of that tract described by Quit Claim Deed to Brazos County, Texas, recorded in Volume 272, Page 425 of the Deed Records of Brazos County, Texas, lying in the northwest corner of the said Navajo, Ltd. tract and being more particularly described as follows:

Beginning at a $\frac{3}{4}$ ' iron rod found (1983) at the common corner of the said Navajo, Ltd. tract, that 12.58 acre tract conveyed to Palomares Construction Company by deed recorded in Volume 2508, Page 234 of the Official Public Records of Brazos County, Texas, and that 14.58 acre tract conveyed to Cherokee, Limited by deed recorded in Volume 323, Page 735 of the Deed Records of Brazos County, Texas.

Thence S 48° 16' 32" E - 20.80 feet along the line between the said Palomares Construction company tract and the said Navajo, Ltd. tract to the most easterly corner of this tract;

Thence S 57° 40' 46" W - 9.40 feet through the said Navajo, Ltd. tract to the southwest line of same;

Thence N 21° 53' 24" W - 20.34 feet along the southwest line of the said Navajo, Ltd. tract to the Point of Beginning and containing 94 square feet of land more or less.

Bearings are Texas State Plane (NAD-83) based on City of College Station 1994 GPS control monuments.

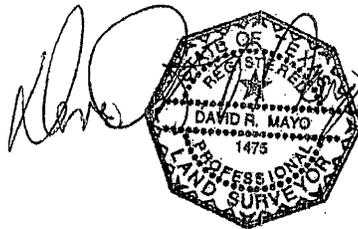


EXHIBIT A

Easement No.2

Doc 00906090 BK Vol 6961 Pg 202

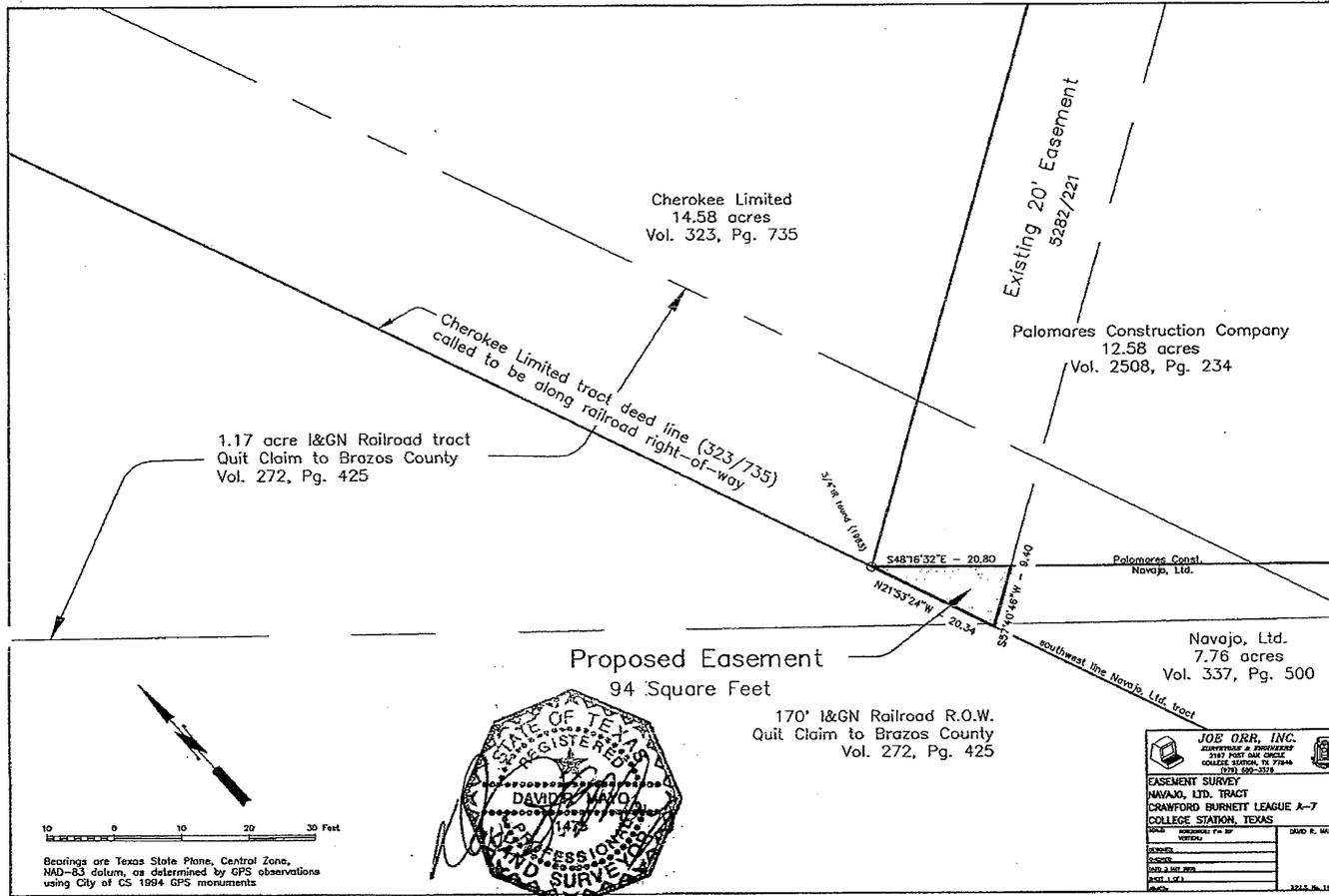


EXHIBIT A



Legislation Details (With Text)

File #:	15-0380	Version:	1	Name:	Public Utility Easement Abandonments – 2315 & 2317 Texas Avenue South
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	7/8/2015	In control:		In control:	City Council Regular
On agenda:	7/23/2015	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning three public utility easements and an access & public utility easement located at 2315 & 2317 Texas Avenue South: a 20 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, a 5 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, a 10 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, and a 10-foot wide access and public utility easement recorded in Volume 488, Page 519 of the Deed Records of Brazos County, Texas.				
Sponsors:	Erika Bridges				
Indexes:					
Code sections:					
Attachments:	Vicinity Map Location Map 2315 2317 Texas Ave Ordinance Exhibit A				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning three public utility easements and an access & public utility easement located at 2315 & 2317 Texas Avenue South: a 20 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, a 5 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, a 10 foot wide public utility easement recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, and a 10-foot wide access and public utility easement recorded in Volume 488, Page 519 of the Deed Records of Brazos County, Texas.

- Core Services and Infrastructure

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

Summary: These easement abandonments accommodate future development of the subject property in accordance with the approved Multi-Family (R-4) zoning. There are no public or private utilities in the subject portion of easement to be abandoned.

The 3,026 square foot, 20-foot wide public utility easement (shown in Exhibit “A” - Easement No.1 of the ordinance), the 934 square foot, 5-foot wide public utility easement (shown in Exhibit “A” - Easement No.2 of the ordinance), and the 2,998 square foot, 10-foot wide public utility easement

(shown in Exhibit "A" - Easement No.3 of the ordinance) are located on Lot 5B of the Herman Krenek Subdivision according to the plat recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas.

The 10-foot wide access and public utility easement (shown in Exhibit "A" - Easement No.4 of the ordinance) is 880 square feet in area and situated in the Morgan Rector League, Abstract No.46, Brazos County, Texas and being a portion of a called 0.752 acre tract described as Tract 1 by a Deed to LZV Properties, LLC recorded in Volume 12185, Page 116 of the Official Public Record of Brazos County, Texas.

Budget & Financial Summary: N/A

Attachments:

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

Vicinity Map

Easement No.4
Proposed 10-ft PUE
Easement Abandonment

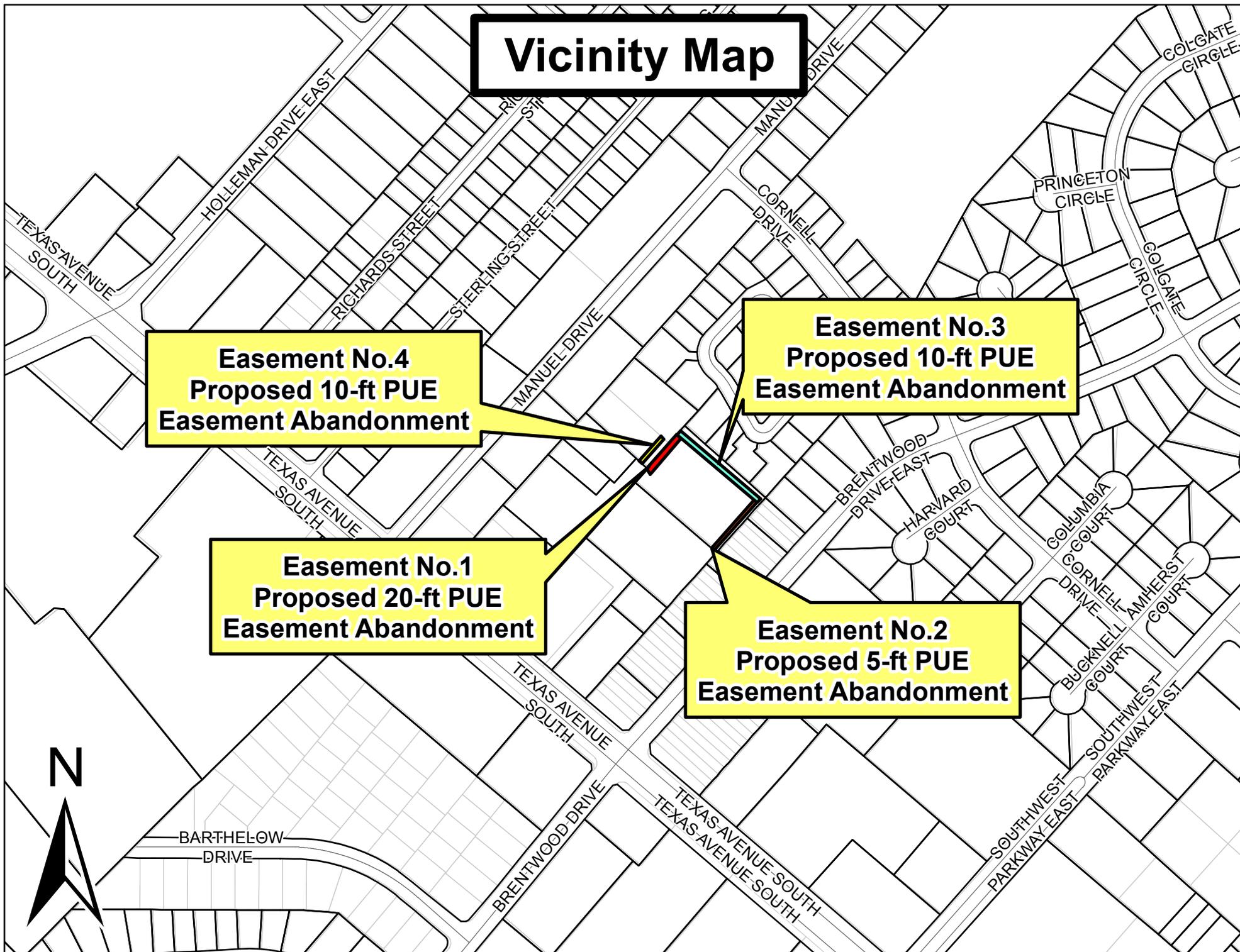
Easement No.3
Proposed 10-ft PUE
Easement Abandonment

Easement No.1
Proposed 20-ft PUE
Easement Abandonment

Easement No.2
Proposed 5-ft PUE
Easement Abandonment

N

BARTHELOW
DRIVE



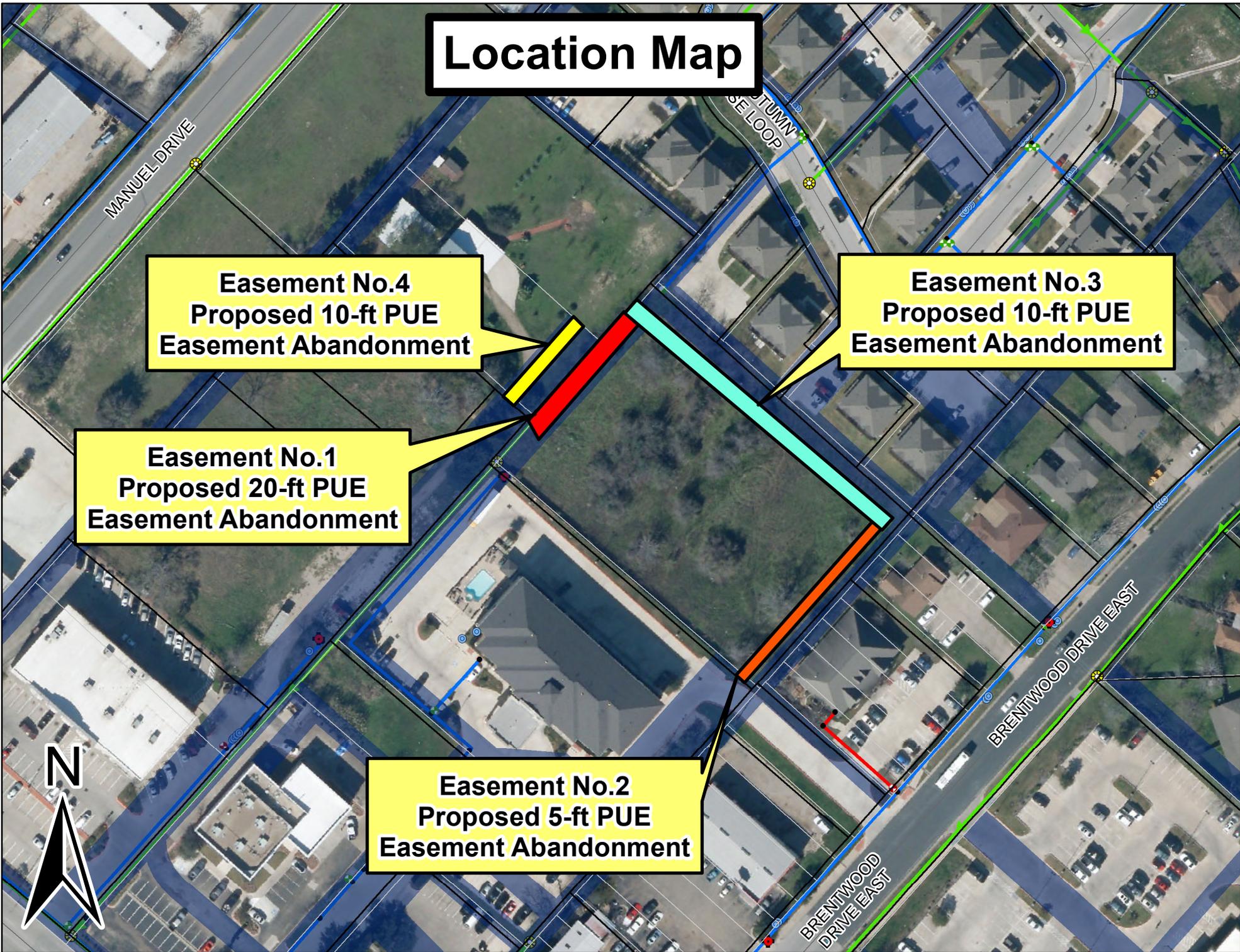
Location Map

Easement No.4
Proposed 10-ft PUE
Easement Abandonment

Easement No.3
Proposed 10-ft PUE
Easement Abandonment

Easement No.1
Proposed 20-ft PUE
Easement Abandonment

Easement No.2
Proposed 5-ft PUE
Easement Abandonment



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING THREE PUBLIC UTILITY EASEMENTS AND AN ACCESS & PUBLIC UTILITY EASEMENT LOCATED AT 2315 & 2317 TEXAS AVENUE SOUTH AS FOLLOWS: A PORTION OF A 20-FOOT WIDE PUBLIC UTILITY EASEMENT (SEE EXHIBIT "A" – EASEMENT NO.1) RECORDED IN VOLUME 6112, PAGE 149 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, A 10 FOOT PORTION OF A 20 FOOT WIDE PUBLIC UTILITY EASEMENT (SEE EXHIBIT "A" – EASEMENT NO.2) RECORDED IN VOLUME 6112, PAGE 149 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, A 5 FOOT PORTION OF A 10 FOOT WIDE PUBLIC UTILITY EASEMENT (SEE EXHIBIT "A" – EASEMENT NO.3) RECORDED IN VOLUME 6112, PAGE 149 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND A 10-FOOT PORTION OF A 40 FOOT ACCESS AND PUBLIC UTILITY EASEMENT (SEE EXHIBIT "A" – EASEMENT NO.4) RECORDED IN VOLUME 488, PAGE 519 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of three public utility easements and an access & public utility easement located at 2315 & 2317 Texas Avenue South as follows: a portion of a 20 foot wide public utility easement (see Exhibit "A" – Easement No.1) recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, a 10 foot portion of a 20 foot wide public utility easement (see Exhibit "A" – Easement No.2) recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, a 5 foot portion of a 10 foot wide public utility easement (see Exhibit "A" – Easement No.3) recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas, and a 10-foot wide access and public utility easement (see Exhibit "A" – Easement No.4) recorded in Volume 488, Page 519 of the Deed Records of Brazos County, Texas.

The 20 foot wide public utility easement is 3,026 square foot in area (as provided in the attached Exhibit "A" - Easement No.1, which is incorporated for all purposes), the 10 foot portion of the 20 foot wide public utility easement is 2,998 square feet in area (as provided in the attached Exhibit "A" - Easement No. 2, which incorporated for all purposes), the 5 foot wide portion of the 10 foot wide public utility easement is 934 square feet in area (as provided in the attached Exhibit "A" - Easement No. 3, incorporated) and all are located on Lot 5B of the Herman Krenek Subdivision according to the plat recorded in Volume 6112, Page 149 of the Deed Records of Brazos County, Texas. The 10 foot portion of the 40 foot wide access and public utility easement (as provided in Exhibit "A" - Easement No.4) is 880 square feet in area and situated in the Morgan Rector League, Abstract No.46, Brazos County, Texas and being a portion of a called 0.752 acre tract described as Tract 1 by a Deed to LZV Properties, LLC recorded in Volume 12185, Page 116 of the Official Public Record of Brazos County, Texas as

described in Ordinance Exhibit "A" which is attached hereto and incorporated for all purposes (such portions collectively hereinafter referred to as "Easements Nos. 1-4"); and

WHEREAS, in order for these portions of Easements Nos. 1-4 to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the portions of the Easements in the manner and as described in Ordinance Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easements Nos. 1-4 will not result in property that does not have access to public roadways or utilities;
2. There is no public need or use for the portions of Easements Nos. 1-4 being abandoned;
3. There is no anticipated future public need or use for the Easements Nos. 1-4 being abandoned;
4. Abandonment of Easements Nos. 1-4 will not impact access for all public utilities to serve current and future customers;

PART 2: That the portions of Easements Nos. 1-4 as described above and in Ordinance Exhibit "A", which is attached hereto and incorporated for all purposes, be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

**METES AND BOUNDS DESCRIPTION
OF A
20' PUBLIC UTILITY EASEMENT
HERMAN F. KRENEK SUBDIVISION, PHASE TWO
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PORTION OF AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 5B, HERMAN F. KRENEK SUBDIVISION, PHASE TWO, ACCORDING TO THE PLAT RECORDED IN VOLUME 6112, PAGE 149 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF A CALLED 0.752 ACRE TRACT DESCRIBED AS TRACT 1 BY A DEED TO LZV PROPERTIES, LLC RECORDED IN VOLUME 12185, PAGE 116 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTH CORNER OF SAID LOT 5B AND A WEST CORNER OF AUTUMN CHASE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 7703, PAGE 285 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 41° 58' 11" W ALONG THE COMMON LINE OF SAID LOT 5B AND 0.752 ACRE TRACT FOR A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: THROUGH SAID LOT 5B FOR THE FOLLOWING CALLS:

S 48° 12' 12" E ALONG THE EXTENSION OF THE SOUTHWEST LINE OF SAID EXISTING EASEMENT FOR A DISTANCE OF 20.00 FEET;

S 41° 58' 11" W ALONG THE SOUTHEAST LINE OF SAID EXISTING EASEMENT FOR A DISTANCE OF 140.08 FEET;

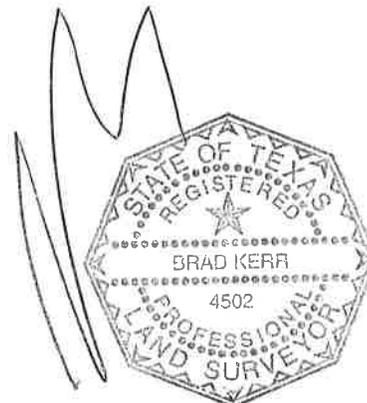
S 41° 35' 49" W CONTINUING ALONG THE SOUTHEAST LINE OF SAID EXISTING EASEMENT FOR A DISTANCE OF 22.46 FEET;

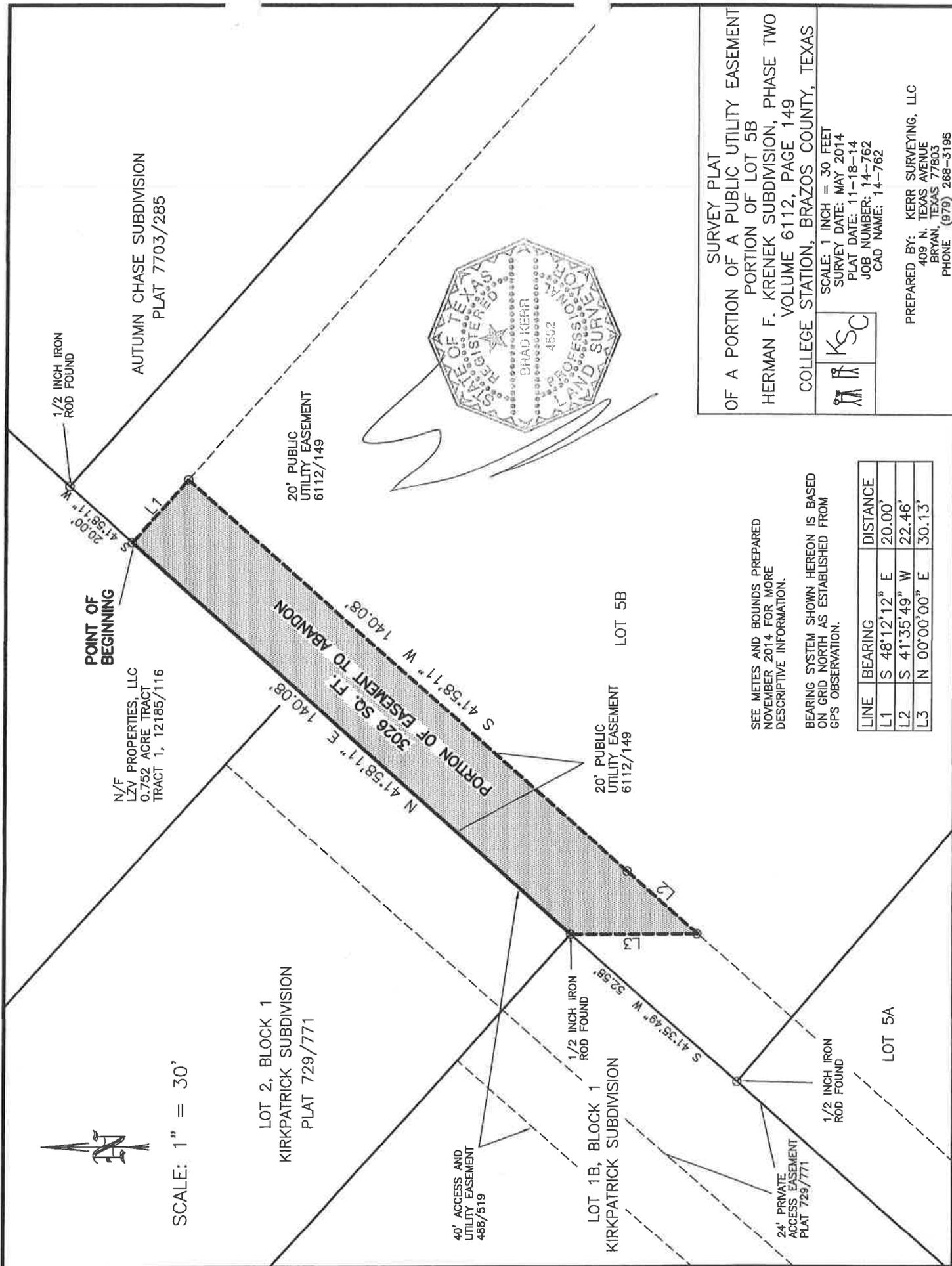
NORTH FOR A DISTANCE OF 30.13 FEET TO A 1/2 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF SAID LOT 5B MARKING THE COMMON CORNER OF LOTS 1B AND 2, BLOCK 1, KIRKPATRICK SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 729, PAGE 771 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID LOT 5B BEARS: S 41° 35' 49" W FOR A DISTANCE OF 52.58 FEET;

THENCE: N 41° 58' 11" E ALONG THE COMMON LINE OF SAID LOT 5B AND SAID LOT 2 AND SAID 0.752 ACRE TRACT FOR A DISTANCE OF 140.08 FEET TO THE **POINT OF BEGINNING** CONTAINING 3026 SQUARE FEET OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED NOVEMBER 2014 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/14-762E.MAB





SURVEY PLAT
OF A PORTION OF A PUBLIC UTILITY EASEMENT
PORTION OF LOT 5B
HERMAN F. KRENEK SUBDIVISION, PHASE TWO
VOLUME 6112, PAGE 149
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 30 FEET
 SURVEY DATE: MAY 2014
 PLAT DATE: 11-18-14
 JOB NUMBER: 14-762
 CAD NAME: 14-762

PREPARED BY: KERR SURVEYING, LLC
 409 N. TEXAS AVENUE
 BRYAN, TEXAS 77803
 PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED
 NOVEMBER 2014 FOR MORE
 DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREON IS BASED
 ON GRID NORTH AS ESTABLISHED FROM
 GPS OBSERVATION.

LINE	BEARING	DISTANCE
L1	S 48°12'12" E	20.00'
L2	S 41°35'49" W	22.46'
L3	N 00°00'00" E	30.13'

SCALE: 1" = 30'



**METES AND BOUNDS DESCRIPTION
OF A
10' PORTION OF A PUBLIC UTILITY EASEMENT
HERMAN F. KRENEK SUBDIVISION, PHASE TWO
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A 10.00 FOOT PORTION OF AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 5B, HERMAN F. KRENEK SUBDIVISION, PHASE TWO, ACCORDING TO THE PLAT RECORDED IN VOLUME 6112, PAGE 149 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF A CALLED 0.752 ACRE TRACT DESCRIBED AS TRACT 1 BY A DEED TO LZV PROPERTIES, LLC RECORDED IN VOLUME 12185, PAGE 116 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTH CORNER OF SAID LOT 5B AND A WEST CORNER OF AUTUMN CHASE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 7703, PAGE 285 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 5B BEARS: S 48° 12' 12" E FOR A DISTANCE OF 304.74 FEET;

THENCE: S 41° 58' 11" W ALONG THE COMMON LINE OF SAID LOT 5B AND SAID 0.752 ACRE TRACT FOR A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: THROUGH SAID LOT 5B FOR THE FOLLOWING CALLS:

S 48° 12' 12" E, 10.00 FEET FROM AND PARALLEL TO THE NORTHEAST LINE OF SAID LOT 5B, FOR A DISTANCE OF 299.77 FEET;

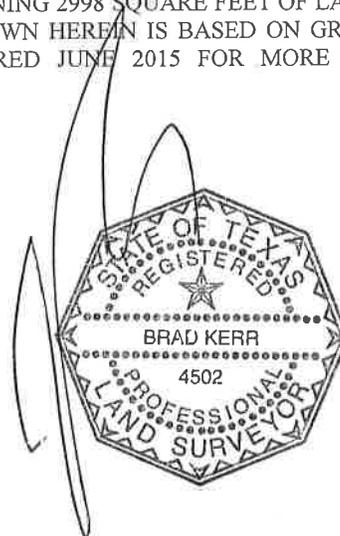
S 41° 46' 19" W FOR A DISTANCE OF 10.00 FEET;

N 48° 12' 12" W ALONG THE SOUTHWEST LINE OF SAID EASEMENT FOR A DISTANCE OF 299.81 FEET TO THE COMMON LINE OF SAID LOT 5B AND SAID 0.752 ACRE TRACT;

THENCE: N 41° 58' 11" E ALONG THE COMMON LINE OF SAID LOT 5B AND SAID 0.752 ACRE TRACT FOR A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 2998 SQUARE FEET OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED JUNE 2015 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

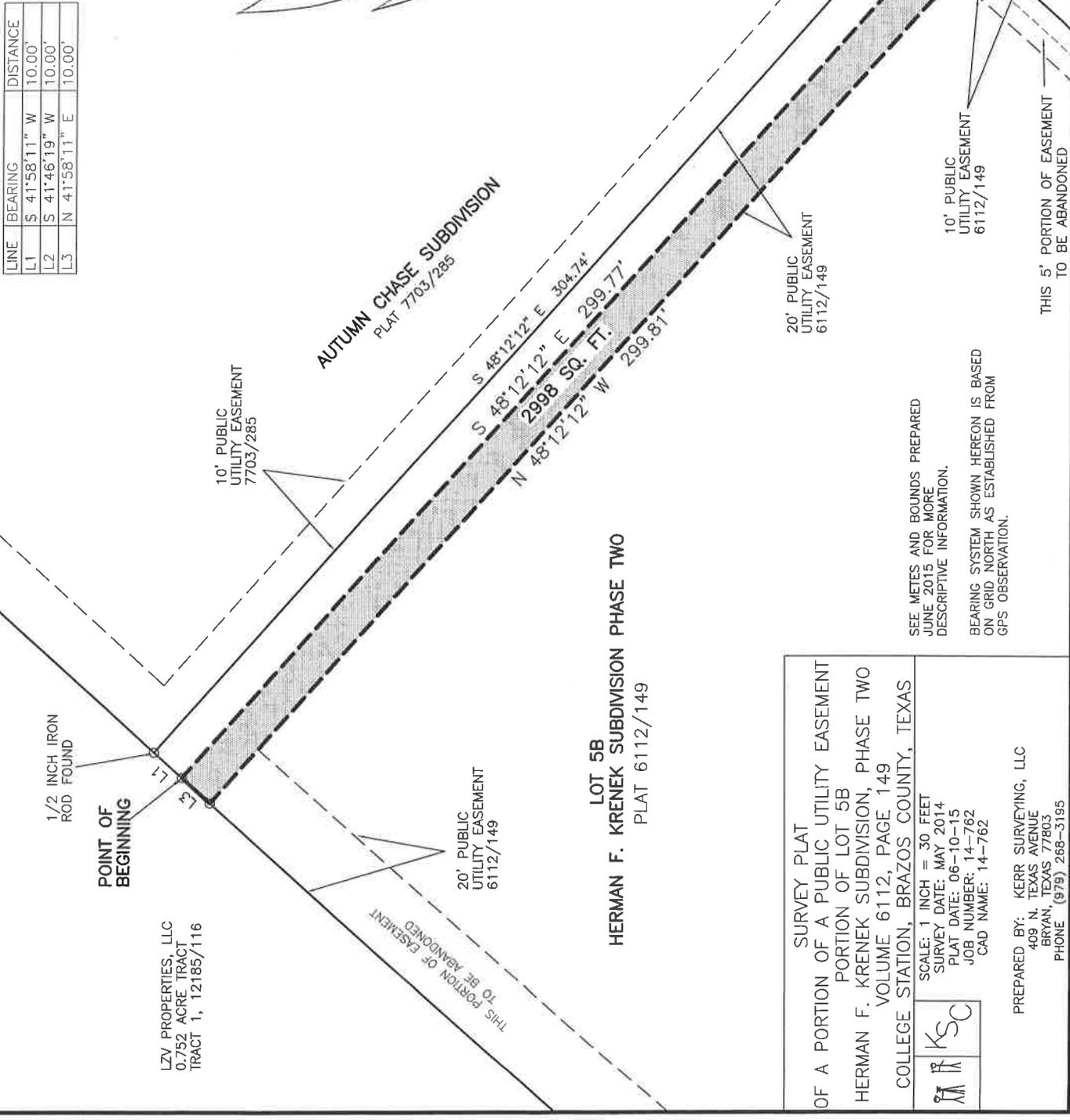
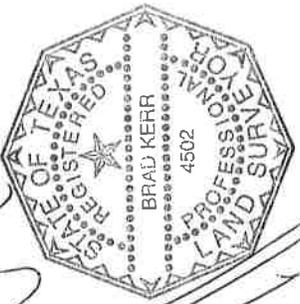
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LINE	BEARING	DISTANCE
L1	S 41°58'11" W	10.00'
L2	S 41°46'19" W	10.00'
L3	N 41°58'11" E	10.00'



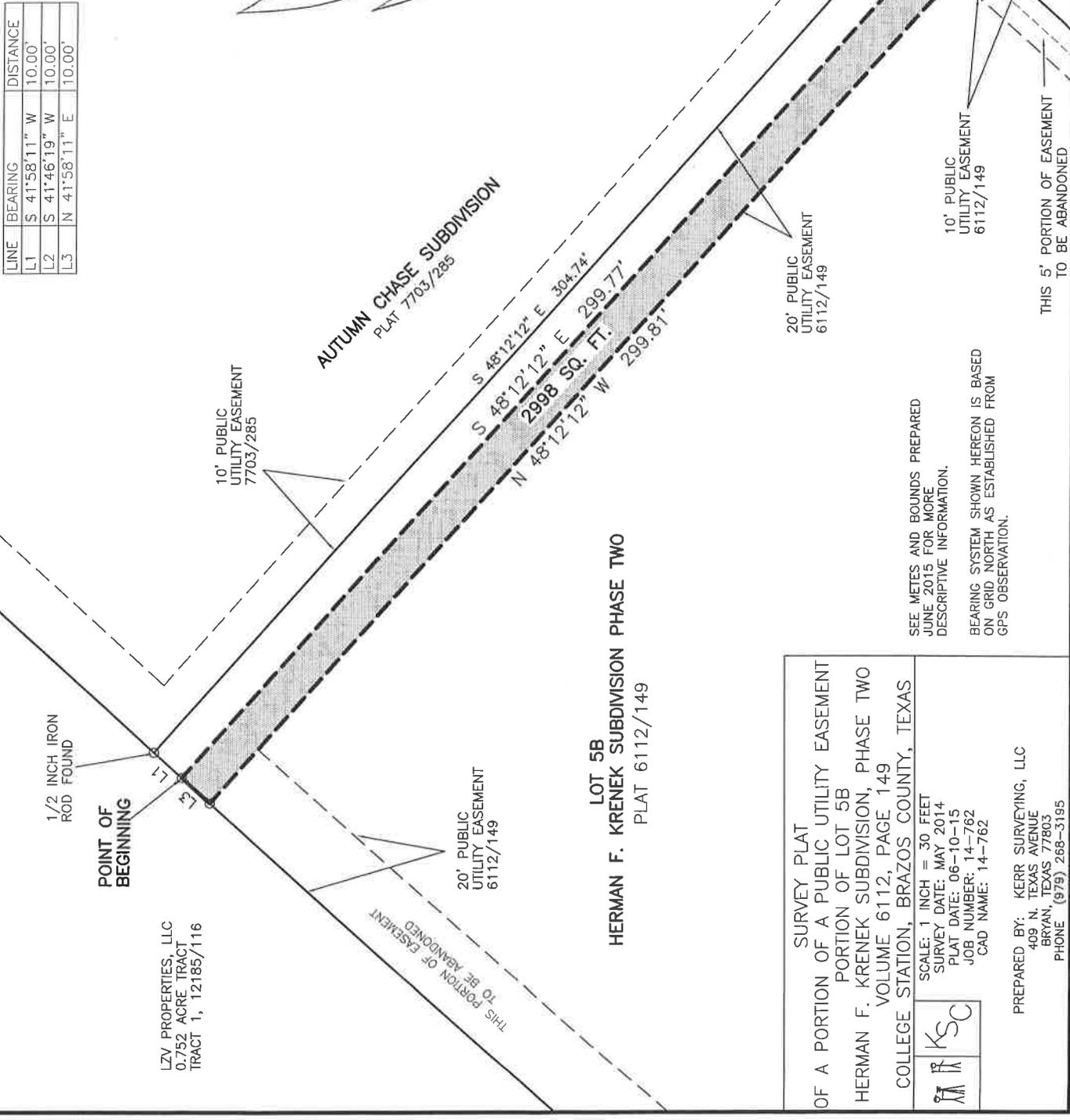
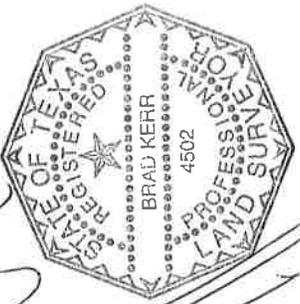
SCALE: 1" = 40'



LINE	BEARING	DISTANCE
L1	S 41°58'11" W	10.00'
L2	S 41°46'19" W	10.00'
L3	N 41°58'11" E	10.00'



SCALE: 1" = 40'



LZV PROPERTIES, LLC
0.752 ACRE TRACT
TRACT 1, 12185/116

1/2 INCH IRON
ROD FOUND

POINT OF
BEGINNING

10' PUBLIC
UTILITY EASEMENT
7703/285

AUTUMN CHASE SUBDIVISION
PLAT 7703/285

20' PUBLIC
UTILITY EASEMENT
6112/149

LOT 5B
HERMAN F. KRENEK SUBDIVISION PHASE TWO
PLAT 6112/149

20' PUBLIC
UTILITY EASEMENT
6112/149

5/8 INCH IRON
ROD FOUND

10' PUBLIC
UTILITY EASEMENT
6112/149

THIS 5' PORTION OF EASEMENT
TO BE ABANDONED

SEE METES AND BOUNDS PREPARED
JUNE 2015 FOR MORE
DESCRIPTIVE INFORMATION.
BEARING SYSTEM SHOWN HEREON IS BASED
ON GRID NORTH AS ESTABLISHED FROM
GPS OBSERVATION.

SURVEY PLAT
OF A PORTION OF A PUBLIC UTILITY EASEMENT
PORTION OF LOT 5B
HERMAN F. KRENEK SUBDIVISION, PHASE TWO
VOLUME 6112, PAGE 149
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 30 FEET
SURVEY DATE: MAY 2014
PLAT DATE: 06-10-15
JOB NUMBER: 14-762
CAD NAME: 14-762

PREPARED BY: KERR SURVEYING, LLC
409 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE (979) 268-3195

**METES AND BOUNDS DESCRIPTION
OF A
5' PORTION OF A PUBLIC UTILITY EASEMENT
HERMAN F. KRENEK SUBDIVISION, PHASE TWO
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A 5.00 FOOT PORTION OF AN EXISTING 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 5B, HERMAN F. KRENEK SUBDIVISION, PHASE TWO, ACCORDING TO THE PLAT RECORDED IN VOLUME 6112, PAGE 149 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 1/2 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF BLOCK 1, BRENTWOOD, SECTION ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 335, PAGE 313 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE SOUTH CORNER OF SAID LOT 5B AND THE EAST CORNER OF LOT 5A, HERMAN F. KRENEK SUBDIVISION, PHASE TWO, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 5B BEARS: N 41° 46' 19" E FOR A DISTANCE OF 206.63 FEET;

THENCE: N 49° 20' 11" W ALONG THE COMMON LINE OF SAID LOT 5B AND LOT 5A FOR A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: N 49° 20' 11" W CONTINUING ALONG THE COMMON LINE OF SAID LOT 5B AND LOT 5A FOR A DISTANCE OF 5.00 FEET TO THE NORTHWEST LINE OF SAID EXISTING EASEMENT'

THENCE: THROUGH SAID LOT 5B FOR THE FOLLOWING CALLS:

N 41° 46' 19" E ALONG THE NORTHWEST LINE OF SAID EXISTING EASEMENT FOR A DISTANCE OF 186.83 FEET;

S 48° 12' 12" E ALONG THE EXTENSION OF THE SOUTHWEST LINE OF AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT (PLAT 6112/149) FOR A DISTANCE OF 5.00 FEET;

S 41° 46' 19" W THROUGH SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHEAST LINE OF SAID LOT 5B, FOR A DISTANCE OF 186.73 FEET TO THE POINT OF BEGINNING CONTAINING 934 SQUARE FEET OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED JUNE 2015 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/14-762E-2.MAB





SCALE: 1" = 30'

LOT 5B
HERMAN F. KRENEK SUBDIVISION PHASE TWO
 PLAT 6112/149

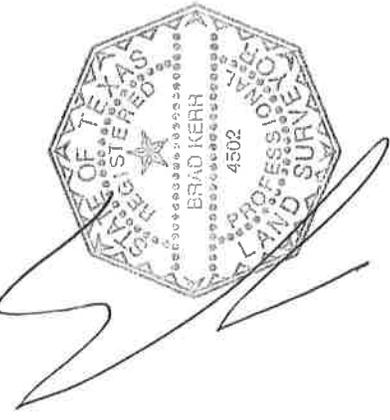
20' PUBLIC UTILITY EASEMENT 6112/149

10' PUBLIC UTILITY EASEMENT 6112/149

10' PUBLIC UTILITY EASEMENT 335/313

1/2 INCH IRON ROD FOUND

1/2 INCH IRON ROD FOUND



BLOCK 1
BRENTWOOD, SECTION ONE
 PLAT 335/313

934 SQUARE FEET
 N 41°46'19" E 186.83'
 S 41°46'19" W 186.73'
 N 41°46'19" E 206.63'

POINT OF BEGINNING

SEE METES AND BOUNDS PREPARED JUNE 2015 FOR MORE DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

LINE	BEARING	DISTANCE
L1	N 49°20'11" W	5.00'
L2	N 49°20'11" W	5.00'
L3	S 48°12'12" E	5.00'

SURVEY PLAT
 OF A PORTION OF A PUBLIC UTILITY EASEMENT
 PORTION OF LOT 5B
 HERMAN F. KRENEK SUBDIVISION, PHASE TWO
 VOLUME 6112, PAGE 149
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 30 FEET
 SURVEY DATE: MAY 2014
 PLAT DATE: 06-03-15
 JOB NUMBER: 14-762
 CAD NAME: 14-762

PREPARED BY: KERR SURVEYING, LLC
 409 N. TEXAS AVENUE
 BRYAN, TEXAS 77803
 PHONE: (979) 268-3195

**METES AND BOUNDS DESCRIPTION
OF A
10' PORTION OF A 40' ACCESS AND UTILITY EASEMENT
MORGAN RECTOR LEAGUE, A-46
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A 10.00 FOOT PORTION OF AN EXISTING 40.00 FOOT WIDE ACCESS AND UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, AS DESCRIBED IN VOLUME 488, PAGE 519 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF A CALLED 0.752 ACRE TRACT DESCRIBED AS TRACT 1 BY A DEED TO LZV PROPERTIES, LLC RECORDED IN VOLUME 12185, PAGE 116 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 3/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF LOT 1B, BLOCK 1, AND THE WEST CORNER OF LOT 2, BLOCK 1, KIRKPATRICK SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 729, PAGE 771 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 03' 26" E ALONG THE COMMON LINE OF SAID LOT 1B AND SAID LOT 2 FOR A DISTANCE OF 194.49 FEET TO THE SOUTH CORNER OF SAID LOT 2 AND A WEST CORNER OF SAID 0.752 ACRE TRACT AND THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: N 41° 35' 49" E ALONG THE COMMON LINE OF SAID LOT 2 AND SAID 0.752 ACRE TRACT FOR A DISTANCE OF 88.01 FEET TO THE EAST CORNER OF SAID LOT 2;

THENCE: THROUGH SAID 0.752 ACRE TRACT FOR THE FOLLOWING CALLS:

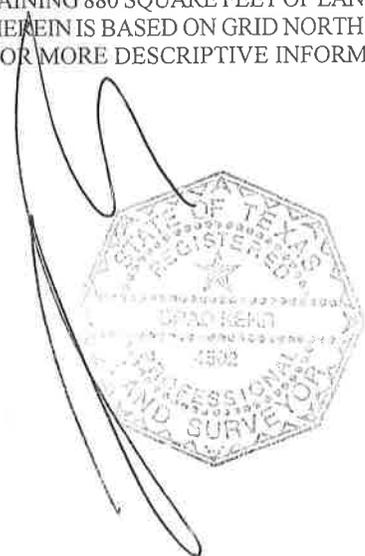
S 47° 39' 53" E ACROSS THE END OF SAID EXISTING EASEMENT FOR A DISTANCE OF 10.00 FEET;

S 41° 35' 49" W, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID 0.752 ACRE TRACT AND SAID LOT 2, FOR A DISTANCE OF 87.94 FEET TO THE COMMON LINE OF SAID LOT 1B AND SAID 0.752 ACRE TRACT, FOR REFERENCE A 1/2 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF LOT 5B, HERMAN F. KRENEK SUBDIVISION, PHASE TWO, ACCORDING TO THE PLAT RECORDED IN VOLUME 6112, PAGE 149 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE SOUTH CORNER OF SAID 0.752 ACRE TRACT AND THE EAST CORNER OF SAID LOT 1B BEARS: S 48° 03' 26" E FOR A DISTANCE OF 30.00 FEET;

THENCE: N 48° 03' 26" W ALONG THE COMMON LINE OF SAID LOT 1B AND SAID 0.752 ACRE TRACT FOR A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 880 SQUARE FEET OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED JULY 2015 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/14-762E-4.MAB



N/F PROPERTIES, LLC
0.752 ACRE TRACT
TRACT 1, 12185/116

LOT 2, BLOCK 1
KIRKPATRICK SUBDIVISION
PLAT 729/771

LOT 1B, BLOCK 1
KIRKPATRICK SUBDIVISION
PLAT 729/771

LOT 5B
HERMAN F. KRENEK SUBDIVISION PHASE TWO
PLAT 6112/149



SCALE: 1" = 30'



24' PRIVATE
ACCESS EASEMENT
PLAT 729/771

20' PUBLIC
UTILITY EASEMENT
6112/149

1/2 INCH IRON
ROD FOUND

40' ACCESS AND
UTILITY EASEMENT
488/519

880 SQ. FT.
N 41°35'49" E 88.01'
S 41°35'49" W 87.94'

N 48°03'26" W
10.00'

S 30°00'
48°03'26"

POINT OF
BEGINNING

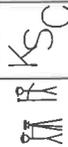
3/8 INCH IRON ROD FOUND BEARS:
N 48°03'26" W 194.49'

REVISED 07-07-15: DECREASED TO 10' WIDE

SURVEY PLAT
OF A PORTION OF A
40' ACCESS AND
UTILITY EASEMENT

MORGAN RECTOR LEAGUE, A-46
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 30 FEET
SURVEY DATE: MAY 2014
PLAT DATE: 07-07-15
JOB NUMBER: 14-762
CAD NAME: 14-762



PREPARED BY: KERR SURVEYING, LLC
408 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED
JULY 2015 FOR MORE
DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREON IS BASED
ON GRID NORTH AS ESTABLISHED FROM
GPS OBSERVATION.

AP2014.900273
7/7/15 5:00 PM



Legislation Details (With Text)

File #:	15-0381	Version:	1	Name:	The Lofts at Wolf Pen Creek Conditional Use Permit - Use Only
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	7/9/2015	In control:		In control:	City Council Regular
On agenda:	7/23/2015	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding a Conditional Use Permit for multi-family on the first floor in the WPC Wolf Pen Creek District, more specifically for The Lofts at Wolf Pen Creek, consisting of approximately 7.4 acres of The Lofts-WPC, Block 1, Lot 1, and A004601 M Rector (ICL) Tracts 54.1, located at 614 Holleman Drive East, more generally located at the southwest corner of Holleman Drive East and Dartmouth Street..				
Sponsors:	Jessica Bullock				
Indexes:					
Code sections:					
Attachments:	Background Aerial & Small Area Map (SAM) Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding a Conditional Use Permit for multi-family on the first floor in the WPC Wolf Pen Creek District, more specifically for The Lofts at Wolf Pen Creek, consisting of approximately 7.4 acres of The Lofts-WPC, Block 1, Lot 1, and A004601 M Rector (ICL) Tracts 54.1, located at 614 Holleman Drive East, more generally located at the southwest corner of Holleman Drive East and Dartmouth Street..

Relationship to Strategic Goals: Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their July 2, 2015 meeting and voted 4-0 to recommend approval of the rezoning to allow multi-family use on the entire first floor of the Lofts at Wolf Pen Creek. Staff recommends approval with the condition that at least 4,500 square feet of commercial space be retained on the first floor.

Summary: This request is for a Conditional Use Permit (CUP), use only, to allow multi-family on the entire first floor of the Lofts at Wolf Pen Creek. In 2007, the City Council approved a CUP on the subject property permitting multi-family on the first floor of the development with the condition that at least 9,000 square feet of retail / restaurant use be retained.

The Unified Development Ordinance provides the following review criteria for conditional use permits:

REVIEW CRITERIA

- The proposed use shall meet the purpose and intent of the Unified Development Ordinance (UDO) and meet all minimum standards for this type of use per the UDO.** The proposed use of multi-family on the first floor requires a Conditional Use Permit to be located

in WPC Wolf Pen Creek District. The applicant is proposing to remove approximately 9,000 square feet of commercial space to create 8 additional residential units, so no commercial uses remain. The applicant is not proposing any changes to the site plan.

2. The proposed use shall be consistent with the development policies and goals and objectives as embodied in the Comprehensive Plan for development in the City.

The subject property is shown on the Comprehensive Plan Future Land Use and Character Map as Urban Mixed Use which allows for residential, commercial, and office uses in vertical mixed-use structures. The subject property is also located within the Wolf Pen Creek District which combines parks, arts, and commerce by linking public and private facilities with an urban greenway.

The Wolf Pen Creek Corridor has been the subject of considerable planning efforts, along with both public and private investment, with the intent to identify areas for economic development. The City's Economic Development Master Plan, adopted by the City Council in 2013, identifies tourism as one of the ways the City can diversify the local economy. It names the Wolf Pen Creek Corridor as an attraction for local residents and visitors with amenities including parks and trails, the Art Center, the Amphitheater, festival grounds and the Spirit Ice Arena. Noting that there is still undeveloped land that is available for commercial development, the Wolf Pen Creek Corridor still has opportunity for growth. The City's Economic Development Master Plan also speaks to the need to support retail development.

The intersection of Holleman Drive East and Dartmouth Street, both classified as minor arterials on the City's Comprehensive Plan - Thoroughfare Map, has the highest potential for commercial development. Staff recommends approval of the Conditional Use Permit with the condition that commercial space be retained in order to carry out the vision of public and private efforts as the corridor continues to develop.

- 3. The proposed use shall not be detrimental to the health, welfare, or safety of the surrounding neighborhood or its occupants, not be substantially or permanently injurious to neighboring property.** The proposed use will likely not be detrimental or injurious to the surrounding neighborhood or its occupants.
- 4. The proposed site plan and circulation plan shall be harmonious with the character of the surrounding area.** This request is essentially to convert the existing commercial tenant spaces into additional multi-family units. The applicant is not proposing changes to the site plan and any building exterior changes will be reviewed by the Design Review Board. While there are some multi-family complexes in the WPC Wolf Pen Creek District that have multi-family on the first floor, the adjacent uses along the south side of Holleman Drive East to Texas Avenue are commercial or multi-family with a commercial component.
- 5. The proposed use shall not negatively impact existing uses in the area or in the City through impacts on public infrastructure such as roads, parking facilities, electrical, or water and sewer systems, or on public services such as police and fire protection, solid waste collection, or the ability of existing infrastructure and services to adequately provide services.** This use will not negatively impact public infrastructure or services beyond its current impact. This site has existing parking spaces that meet the requirements for the proposed 8 additional multi-family units.

- 6. The proposed use shall not negatively impact existing uses in the area or in the City.** Existing uses in the area include commercial, single-family and multi-family residential, and Wolf Pen Creek Park. The addition of this use will not negatively impact what is existing.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: July 2, 2014
Advertised Council Hearing Date: July 23, 2014

The following neighborhood organizations that are registered with the City of College Station’s Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

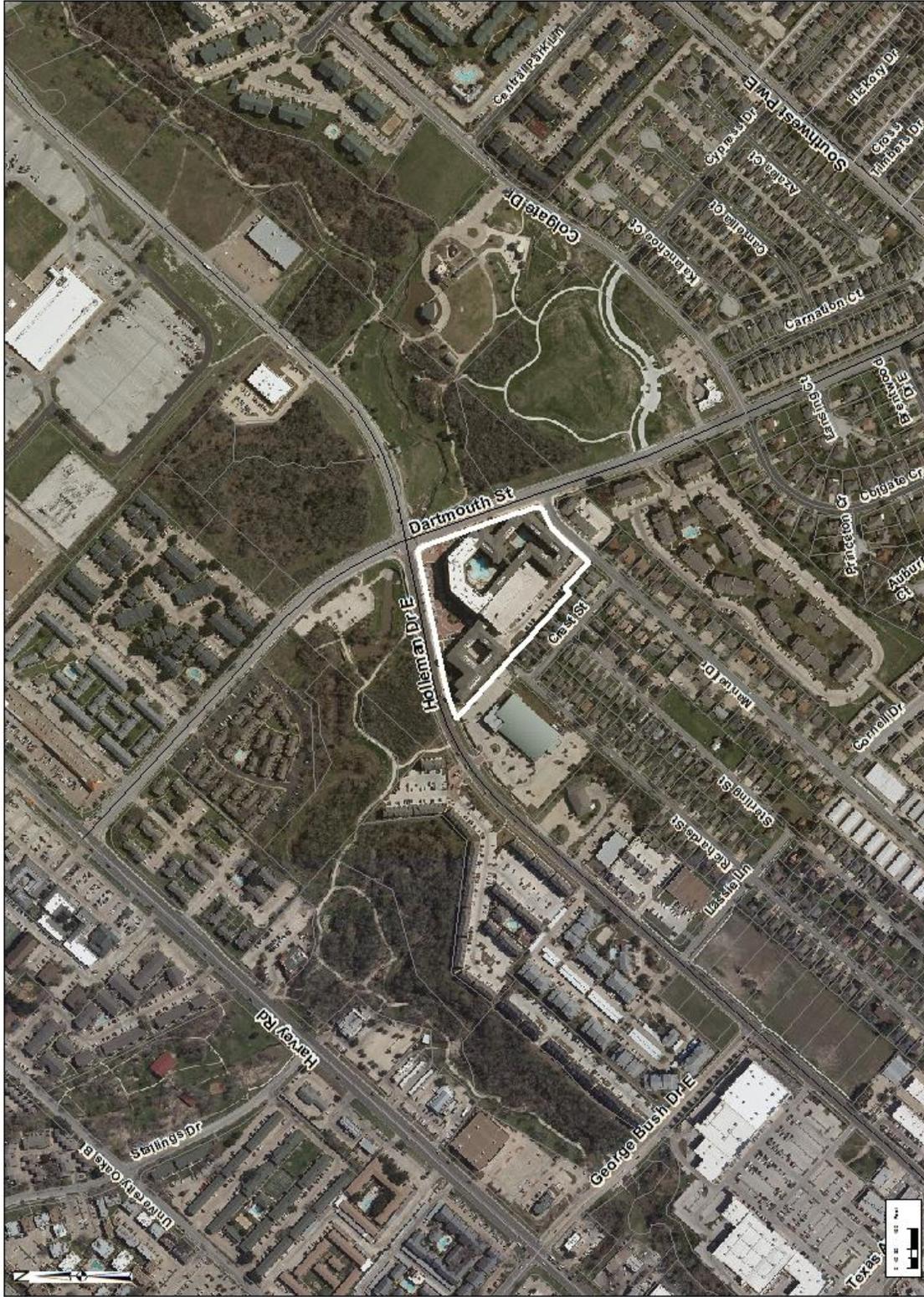
Property owner notices mailed: 14
Contacts in support: One
Contacts in opposition: None
Inquiry contacts: None

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (across Holleman Drive East)	Natural Areas - Reserved	WPC Wolf Pen Creek	Wolf Pen Creek Park
South (across Manuel Drive)	Urban Mixed Use	WPC Wolf Pen Creek	Multi-Family
East (across Dartmouth Street)	Natural Areas – Reserved Urban Mixed Use	WPC Wolf Pen Creek	Wolf Pen Creek Park
West	Urban Urban Mixed Use	WPC Wolf Pen Creek, GS General Suburban, R-4 Multi-Family	Commercial amusement, Single-Family, Multi-Family

DEVELOPMENT HISTORY

Annexation: February 1971
Zoning: R-1 Single-Family Residential (upon annexation)
C-1 General Commercial (1984)
Approximately 6.2 WPC Wolf Pen Creek Development Corridor (1989)
Approximately 1.2 acres WPC Wolf Pen Creek Development Corridor (1998)
Final Plat: Approximately 6.2 acres platted October 1979
Remainder area of approximately 1.2 acres platted May 2008
Site development: Mixed Use



Case: CUP2015-000001

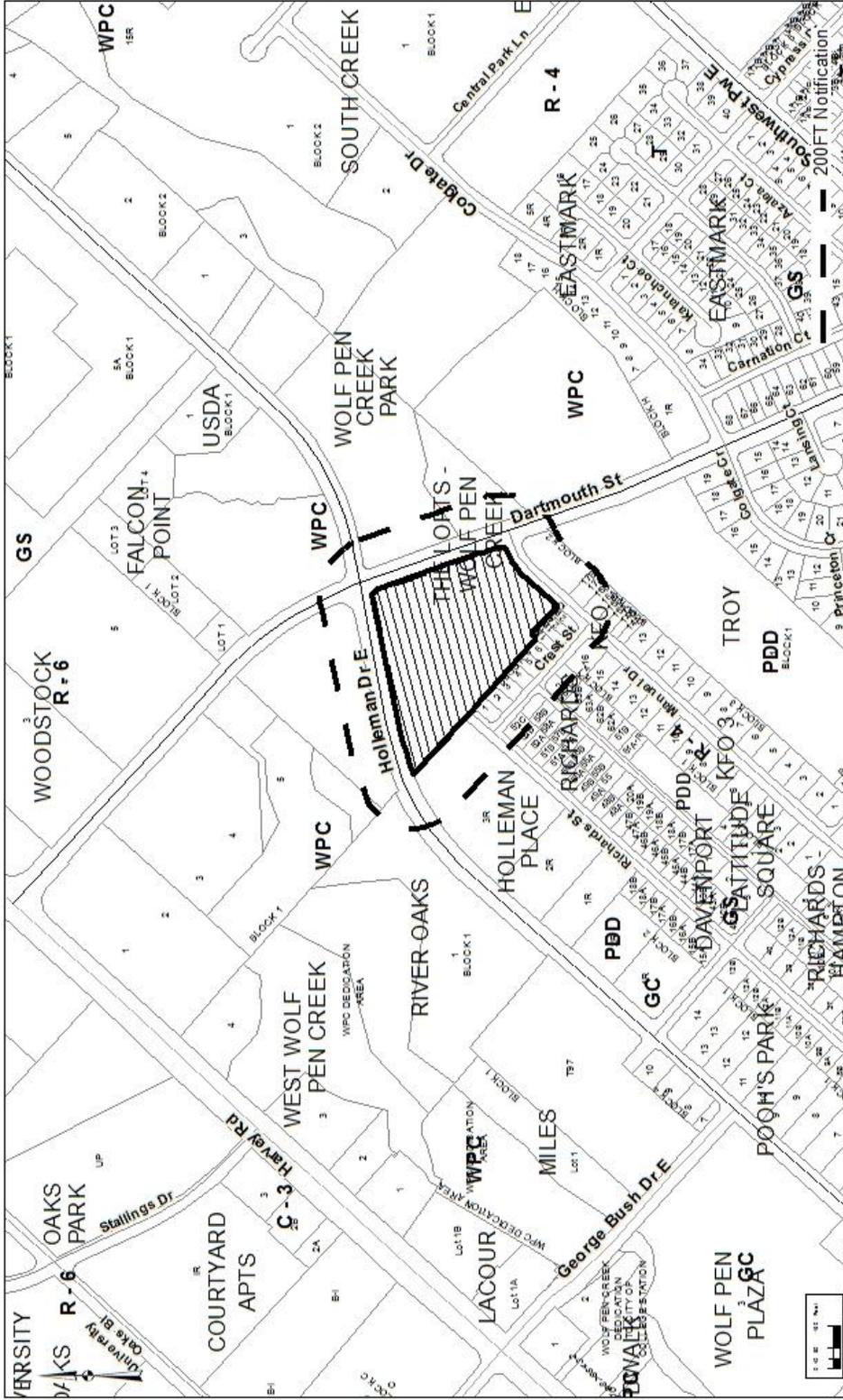
614 HOLLEMAN DRE

DEVELOPMENT REVIEW

CONDITIONAL USE



Texas



Zoning Districts

R	Rural	R-4	Multi-Family	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R-6	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C-3	Light Commercial	NG-1	Core Northgate
GS	General Suburban	O	Office	M-1	Light Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	SC	Suburban Commercial	M-2	Heavy Industrial	NG-3	Residential Northgate
D	Duplex	GC	General Commercial	C-U	College and University	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R & D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MUD	Planned Mixed-Use Development	KO	Krievak Tap Overlay

DEVELOPMENT REVIEW

614 HOLLEMAN DRE

CONDITIONAL USE

Case: CUP2015-000001

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", SECTION 12-3.16, "DEVELOPMENT REVIEW PROCEDURES, CONDITIONAL USE PERMIT", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 7.4 ACRES OF THE LOFTS-WPC, BLOCK 1, LOT 1, AND A004601 M RECTOR (ICL) TRACTS 54.1, LOCATED AT 614 HOLLEMAN DRIVE EAST, MORE GENERALLY LOCATED AT THE SOUTHWEST CORNER OF HOLLEMAN DRIVE EAST AND DARTMOUTH STREET; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance", Section 12-3.16, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and "B", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 23rd day of July 2015.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

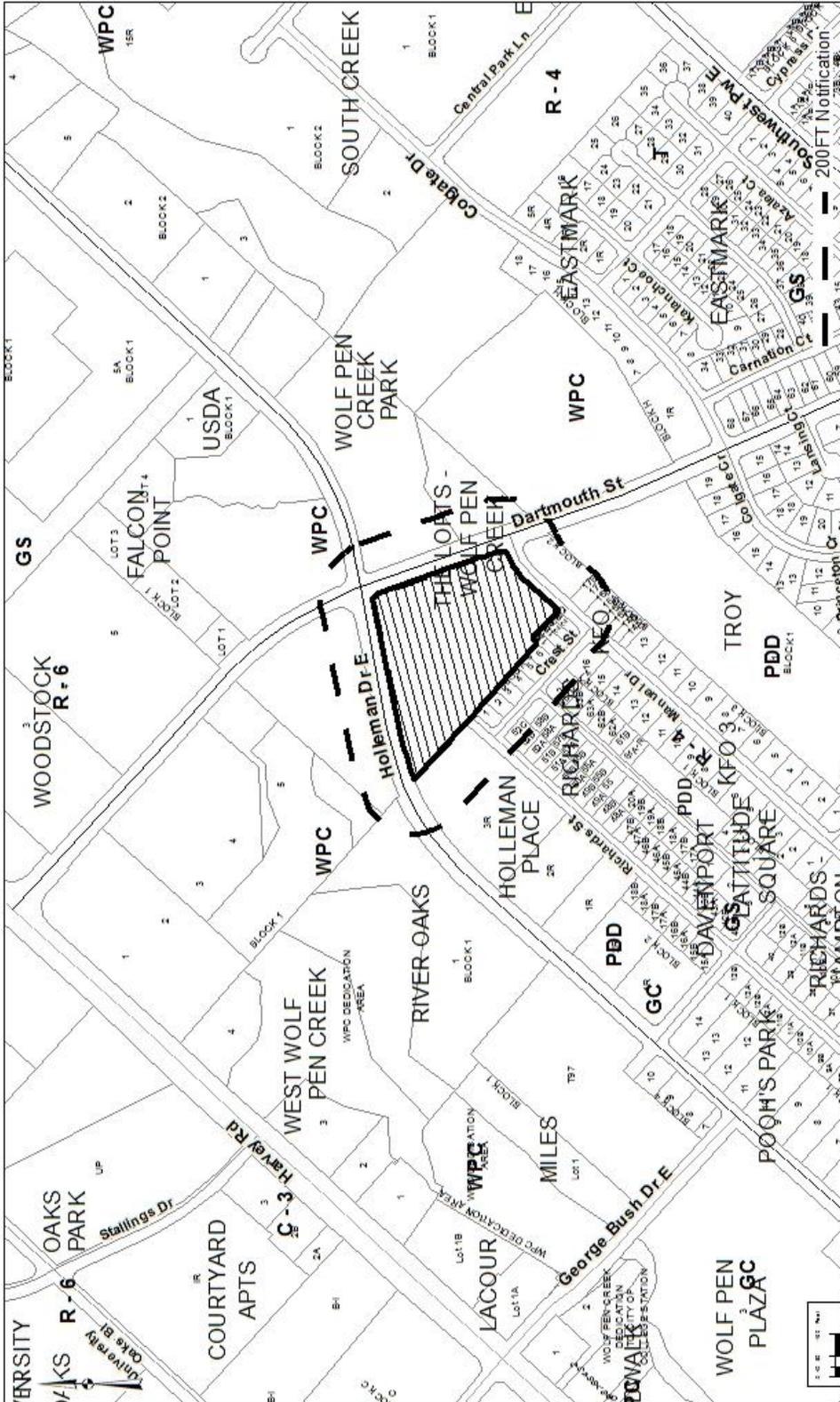
City Attorney

EXHIBIT "A"

That the Official Zoning Map of the City of College Station, Section 12-3.16, "Development Review Procedures, Conditional Use Permit", of Chapter 12, "Unified Development Ordinance", is hereby amended as follows:

That a Conditional Use Permit is hereby granted for first floor Multi-Family as provided for in Chapter 12, "Unified Development Ordinance", Section 12-3.16, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station for the property located at 614 Holleman Drive East.

EXHIBIT "B"



Zoning Districts

R	Rural	R-4	Multi-Family	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R-6	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C-3	Light Commercial	NG-1	Core Northgate
GS	General Suburban	O	Office	M-1	Light Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	SC	Suburban Commercial	M-2	Heavy Industrial	NG-3	Residential Northgate
D	Duplex	GC	General Commercial	C-U	College and University	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R & D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay

	DEVELOPMENT REVIEW	614 HOLLEMAN DR E	Case: CUP2015-000001	CONDITIONAL USE
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Legislation Details (With Text)

File #: 15-0386 **Version:** 1 **Name:** Appointment to the Research Valley Partnership Board of Directors

Type: Resolution **Status:** Agenda Ready

File created: 7/13/2015 **In control:** City Council Regular

On agenda: 7/23/2015 **Final action:**

Title: Presentation, possible action, and discussion regarding the citizen appointment to the Research Valley Partnership Board of Directors

Sponsors: Aubrey Nettles

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the citizen appointment to the Research Valley Partnership Board of Directors

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Diverse Growing Economy

Recommendation(s): Staff recommends that the Council make an appointment to the RVP Board of Directors

Summary: This Board Appointment is to replace one of three College Station citizen appointees to the RVP Board of Directors. The seat is currently held by Tedi Ellison. The appointment is for a three year term that will conclude in May 2018. Other College Station apointees to the Board include: Mayor Berry and Council Member Schultz. In addition, The City Manager serves in an ex-officio capacity.

Budget & Financial Summary:

Attachments: