



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, September 10, 2015

7:00 PM

City Hall Council Chambers

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

Presentations:

a. Presentation regarding the sponsorship, involvement and support of the Texas Army National Guard to the 2015 Games of Texas hosted by Bryan/College Station/Texas A&M University as well as the relationship between the City and TAAF enabling us to host this economic boosting event.

b. Presentation to the College Station Police Department proclaiming September 19, 2015 as Thank a Police Officer Day.

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

Consent Agenda

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

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

- 2a. [15-0498](#) Presentation, possible action, and discussion of minutes for:
- August 19, 2015 Special Meeting (Budget Workshop)
 - August 27, 2015 Workshop
 - August 27, 2015 Regular Council Meeting
 - September 2, 2015 Special Meeting (Tax Rate Public Hearing)

Sponsors: Mashburn

Attachments: [BUDWKSHP081915 DRAFT Minutes.docx](#)
[WKSHP082715 DRAFT Minutes.docx](#)
[RM082715 DRAFT Minutes.docx](#)
[SM090215 DRAFT Minutes.docx](#)

- 2b. [15-0286](#) Presentation, possible action, and discussion regarding ratification of a pole attachment license agreement with Cebridge Acquisitions, L.P., d/b/a Suddenlink Communications.

Sponsors: Crabb

Attachments: [Suddenlink Signed City of College Station Pole Attachment Agreement Final .](#)

- 2c. [15-0527](#) Presentation, discussion and possible action on the Bylaws of The Research Valley Partnership, Inc. including Article III, Appointment and Qualifications of Directors.

Sponsors: Ruiz

Attachments: [15 08 21 Meronoff Letter re Bylaw Amendment.pdf](#)
[RVP Updated Bylaws May 2015.pdf](#)
[Original A of C adopted 1989.pdf](#)

- 2d. [15-0476](#) Presentation, possible action, and discussion regarding approval of a resolution changing the sales price of cemetery spaces for the College Station Municipal Cemetery System.

Sponsors: Schmitz

Attachments: [1- Cemetery Sales Price Resolution.docx](#)

- 2e. [15-0489](#) Presentation, possible action, and discussion regarding the first of two readings of an ordinance amending the Residential Recycling Collection Franchise Agreement (Ordinance No. 2010-3268) with Texas Commercial Waste (TCW).

Sponsors: Harmon

Attachments: [TCW Res Recycling Franchise Ord Amend Signed.pdf](#)

- 2f. [15-0490](#) Presentation, possible action, and discussion of a deductive change order to construction contract # 14-355 with Elliott Construction, LLC in the amount of \$60,690 for construction of the Cooner Street Reconstruction Project, No. ST-1201.

Sponsors: Harmon

Attachments: [Project Location Map.pdf](#)

- 2g. [15-0491](#) Presentation, possible action, and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of land in fee simple interest and an easement needed for the Lick Creek Land Buffer Project.

Sponsors: Harmon

Attachments: [LCWWTP Land Buffer.pdf](#)
[Lick Creek WWTP Real Estate - Resolution.docx](#)

- 2h. [15-0493](#) Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of parts and repair services for City refuse trucks from Heil of Texas. Contract pricing for parts and labor are available from Heil of Texas through the BuyBoard Purchasing Cooperative (Contract 425-13). The estimated annual expenditure for parts and repair services for refuse trucks: \$60,000.

Sponsors: Harmon

Attachments: [BuyBoard - Heil Pricing.pdf](#)

- 2i. [15-0494](#) Presentation, possible action, and discussion regarding the renewal of service contract 14-372 with Cal's Body Shop for annual automobile and truck paint and body repairs in an amount not to exceed \$60,000.

Sponsors: Harmon

Attachments: [Contract 14-372 Auto Paint Body Ren1-signed.pdf](#)

- 2j. [15-0495](#) Presentation, possible action, and discussion on a resolution selecting a depository bank, approving a bank depository contract, designating the City Manager or his Designee as the designated officer to administer the depository services for the City, and authorizing the maximum expenditure of funds for the term of the contract. Branch Banking & Trust "BB&T" is the bank being recommended as the City's depository bank. The contract is for a three year term with two one-year renewal options and it is anticipated that the cost for depository services will not exceed \$35,000 in any year of the contract.

Sponsors: Kersten

Attachments: [resolution \(depository\).docx](#)

- 2k. [15-0499](#) Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", C "Hearing Officer; Powers, Duties and Functions", Subsection (2) "Parking Citations", Subsection (a).

Sponsors: Eller

Attachments: [CH 10 Sec 4\(2\)a Citation Authority 8-24-15.docx](#)

- 2l. [15-0503](#) Presentation, possible action, and discussion on the Certification of

Unopposed Candidates and an ordinance ordering the cancellation of the General Election for Councilmember Place 4 and Councilmember Place 6 on November 3, 2015. (Presentación, posible acción y discusión acerca de la Certificación de Candidato Sin Oposición y una ordenanza que ordene la cancelación de las Elecciones Generales para Miembro del Consejo Posición 4 y 6 el 3 de noviembre 2015.)

Sponsors:

Mashburn

Attachments:[Certification of Unopposed Candidates \(Eng&Span\).docx](#)[Order canceling election \(English\).docx](#)[Order canceling election \(Spanish\).docx](#)**2m. [15-0514](#)**

Presentation, possible action, and discussion on an ordinance amending Chapter 10 "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", C "Hearing Officer; Powers, Duties and Function", by amending the title of the Section C and by amending Subsection (9) "Certain Conduct Unlawful" by adding Subsection (E).

Sponsors:

Eller

Attachments:[CH 10 Sec 4C Park in Yard or Lawn Ord Amend 8-24-15.docx](#)**2n. [15-0518](#)**

Presentation, possible action, and discussion regarding an Economic Development Agreement between the City of College Station and the College Station Science Park, LLC regarding approximately 53.80 acres located at 2501 Earl Rudder Freeway South known as the College Station Science Park.

Sponsors:

Ruiz

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. [15-0473](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning a 0.138 acre portion of a variable width public utility easement which is located at 952 William D. Fitch Parkway further described on the plat of Lot 3A, Block 1, of the Caprock Crossing subdivision recorded in Volume 11714, Page 71, of the Official Records of Brazos County, Texas.

Sponsors: Cotter

Attachments: [Vicinity Map](#)
[Location Map](#)
[Ordinance](#)
[Ordinance Exhibit A](#)

2. [15-0497](#) Public Hearing, presentation, possible action and discussion on the City of College Station 2015 advertised ad valorem tax rate of \$0.4525 per \$100 valuation resulting in an increase in tax revenues. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Sponsors: Kersten

3. [15-0496](#) Public Hearing, presentation, possible action, and discussion on the City of College Station FY2015-2016 Proposed Budget.

Sponsors: Kersten

4. [15-0445](#) Presentation, possible action, and discussion regarding appointments to:
 - Brazos Valley Solid Waste Management Agency
 - Bryan-College Station Convention and Visitors Bureau

Sponsors: Mashburn

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


For City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on September 4, 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 #: 15-0498 **Version:** 1 **Name:** Minutes

Type: Minutes **Status:** Consent Agenda

File created: 8/25/2015 **In control:** City Council Regular

On agenda: 9/10/2015 **Final action:**

Title: Presentation, possible action, and discussion of minutes for:

- August 19, 2015 Special Meeting (Budget Workshop)
- August 27, 2015 Workshop
- August 27, 2015 Regular Council Meeting
- September 2, 2015 Special Meeting (Tax Rate Public Hearing)

Sponsors: Sherry Mashburn

Indexes:

Code sections:

Attachments: [BUDWKSHP081915 DRAFT Minutes.pdf](#)
[WKSHP082715 DRAFT Minutes.pdf](#)
[RM082715 DRAFT Minutes.pdf](#)
[SM090215 DRAFT Minutes.pdf](#)

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

- August 19, 2015 Special Meeting (Budget Workshop)
- August 27, 2015 Workshop
- August 27, 2015 Regular Council Meeting
- September 2, 2015 Special Meeting (Tax Rate Public Hearing)

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- August 19, 2015 Special Meeting (Budget Workshop)
- August 27, 2015 Workshop
- August 27, 2015 Regular Council Meeting
- September 2, 2015 Special Meeting (Tax Rate Public Hearing)

MINUTES OF THE CITY COUNCIL BUDGET WORKSHOP
CITY OF COLLEGE STATION
AUGUST 19, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Jeff Kersten, Assistant City Manager
Jeff Capps, Assistant City Manager
Aubrey Nettles, Special Projects Coordinator
Carla Robinson, City Attorney
Ian Whittenton, Records Management Coordinator

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Budget Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 3:05 p.m. on Wednesday, August 19, 2015 in the CSU Meeting/Training Facility, 1603 Graham Road, College Station, Texas 77842.

2. In accordance with the Texas Government Code §551.086-Competitive Matters, the College Station City Council convened into Executive Session at ____ p.m. on Wednesday, August 18, 2015 in order to discuss competitive matters as that term is defined in Gov't Code §552.133; to wit:

- Power Supply

No Executive Session was held.

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

No action was required from Executive Session.

4. Presentation, possible action, and discussion on the FY 2015-2016 Proposed Budget.

Jeff Kersten, Assistant City Manager, continued to provide a review of the proposed FY15-16 budget and citywide budget issues.

SPECIAL REVENUE FUNDS

Hotel Tax Fund FY 16

Projected HOT Revenues: \$5,502,000

Expenditures – City Operations: \$5,300,049

- Parks Programs and Events includes HOT funded PARD SLAs: \$557,659
- Sports Tournament Rev Fund (includes 100,000 SLA): \$300,000
- Preferred Access Payment: \$510,000
- Veterans Park Synthetic Fields Ph II: \$3,673,274
- Public Communications Staffing & Marketing: \$184,116
- Miscellaneous Programs and Events: \$25,000

Base Outside Agency Requests: \$2,062,694

- Outside Agency Contingency: \$748,061
- General Contingency \$50,000

Council provided direction for staff to seek a wider use of HOT funds in game-day event funding. Staff was also directed to look at other non-TAMU athletic-related events and sporting events.

Mr. Kersten gave a brief overview of the Court and Police special revenue funds: Court Technology Fee Fund, Court Security Fee Fund, Juvenile Case Manager Fee Fund, Truancy Prevention Fee Fund, and Police Seizure Fund.

The Cemetery special revenue funds were reviewed, including the Memorial Cemetery Fund, Memorial Cemetery Endowment Fund, and Texas Avenue Cemetery Endowment Fund.

Other special revenue funds were reviewed: Wolf Pen Creek TIF Fund, West Medical District TIRZ No. 18 Fund, East Medical District TIRZ No. 19 Fund, Public Educational and Governmental (PEG) Channel Access Fund, and the R.E. Meyer Estate Restricted Gift Fund.

ENTERPRISE FUNDS

The proposed Electric Fund included a revenue projection of \$100,039,561 with \$96,926,863 in expenditures, and no rate increase. Timothy Crabb, Director of Electric Utilities, clarified several

of the proposed projects and the possibility of increasing the fund transfer from the current rate of six (6) percent.

The proposed Water Fund included a projection of \$14,901,604 in revenue and \$13,908,556 in expenditures, and no rate increase. Dave Coleman, Director of Water/Wastewater Services, clarified tap fees, the projected rate increase in FY 17, and the feasibility of adding fluoride back to the water system.

The proposed Wastewater Fund included a projection of \$14,839,506 in revenue and \$14,367,614 in expenditures, and no rate increase.

The proposed Sanitation Fund included a revenue projection of \$9,133,654 in revenue and \$8,839,334 in expenditures, and no rate increase.

The proposed Drainage Utility Fund included a projection of \$2,192,100 in revenue and \$3,415,531 in expenditures, and no rate increase.

The proposed Northgate Parking Fund included a projection of \$1,416,826 in revenue and \$1,474,503 in expenditures, and no rate increase.

INTERNAL SERVICE FUNDS

Self-Insurance Funds

- Property & Casualty Fund \$1,106,087
- Workers Compensation Fund \$675,670
- Employee Benefits \$11,600,168
- Unemployment Compensation Fund \$50,000

Equipment Replacement Fund

- Revenues \$8,094,519
- Expenditures \$6,000,863
- SLA \$2,043,378

Utility Customer Service

- Revenues \$8,094,519
- Expenditures \$6,000,863
- SLA \$2,043,378

Fleet Maintenance Fund

- Revenues \$2,331,974
- Expenditures \$2,067,902

At 5:03 p.m., the Mayor recessed the Budget Workshop.

The Budget Workshop reconvened at 5:28 p.m.

5. Presentation, possible action and discussion on the 2015-2016 ad valorem tax rate; and if necessary, on calling two public hearings on a proposed ad valorem tax rate for FY 2015-16.

Kelly Templin, City Manager, addressed the Council on the preliminary returns from the Salary Survey, noting that many positions are substantially under market. He noted that revenue would have to be raised to bring the salaries up to parity level.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to hold the public hearings on the tax rate of 45.25 cents per \$100 valuation on September 2nd and 10th. The motion carried unanimously.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Benham, the City Council voted seven (6) for and one (1) opposed, with Councilmember Aldrich voting against, to set the ceiling for utility fund transfers at a rate of 6.9%. The motion carried.

6. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the budget workshop of the College Station City Council at 6:12 p.m. on Wednesday, August 19, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
AUGUST 27, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

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

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:32 p.m. on Thursday, August 27, 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, the College Station City Council convened into Executive Session at 4:35 p.m. on Thursday, August 27, 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.

The Executive Session adjourned at 4:46 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.

Item 2f was pulled for clarification.

(2f): Donald Harmon, Director of Public Works, clarified what the design contract would cover.

5. Presentation, possible action, and discussion on the Fiscal Year 2016 BVSWMA, Inc. proposed budget.

Bryan Griesbach, Executive Director of BVSWMA, presented the proposed budget approved by the BVSWMA, Inc. Board of Directors on June 17, 2015. The FY2016 BVSWMA, Inc. proposed revenue is \$7,195,750 and the total expenses are \$8,846,718. There will be no increase in the landfill rates. Capital expenses include heavy equipment replacement, cell development, and debt service. Reserve funds (funded as an operating expense) have been established for identified future capital projects.

6. Presentation, possible action, and discussion regarding the potential use of the Northgate Surface Parking lot for special events.

Debbie Eller, Assistant Director of Economic Development, reported that a request has been made to use the Northgate Surface Parking lot for a special event site. In response, staff has conducted research regarding the acquisition of the land for construction of the parking lot and the needs specified at the time, along with historical use of the lot. Ms. Eller noted operational challenges and stated that staff recommends that Council deny the use of the Northgate Surface Parking lot for special events.

Staff was directed to obtain stakeholder input to determine the desire for a draft policy for the Council's consideration.

7. Council Calendar

Council reviewed the calendar.

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

Mayor Berry asked to discuss having all City streets constructed in concrete.

9. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Subcommittee, 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, Sister Cities Association, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments,

Councilmember Nichols reported on the annexation task force.

Councilmember Aldrich reported on the Planning and Zoning Commission and the Chamber Transportation Committee.

Councilmember Brick reported on the Chamber Transportation Committee.

Councilmember Mooney reported on the CVB Sports Advisory Committee.

Mayor Berry reported on her meeting with representatives from TAMU Student Government.

10 . Adjournment

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:48 p.m. on Thursday, August 27, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
AUGUST 27, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

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

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:01 p.m. on Thursday, August 27, 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.

Hear Visitors Comments

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Sgt. Michael Paul Barrera.

Chris Scotti, 305 Gleeson, Ct., introduced Andrew Chin as the new President of the Northgate Association.

Andrew Chin, 3020 Papa Bear Dr., said he was born and raised in College Station and received his degree in Tourism from TAMU.

CONSENT AGENDA

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

- **August 13, 2015 Workshop**
- **August 13, 2015 Regular Council Meeting**
- **August 17, 2015 Special Meeting (Budget Workshop)**
- **August 18, 2015 Special Meeting (Budget Workshop)**

2b. Presentation, possible action, and discussion on an Interlocal Agreement with the City of Normangee for the sale of four (4) surplus police radar units.

2c. Presentation, possible action, and discussion regarding approval of City of College Station General Service Contract with Buyers Barricades for \$77,420 to deploy and remove traffic control devices according to the Texas A&M Football Post Game Traffic Control Plan.

2d. Presentation, possible action, and discussion regarding approval of Resolution 08-27-15-2d, consenting to the Brazos County Commissioners Court's use of County funds for construction of an extension of Greens Prairie Trail located within College Station City Limits extending from FM 2154 at it's intersection with Greens Prairie Trail west to the City of College Station City Limits.

2e. Presentation, possible action, and discussion regarding approval of Change Order No. 3 for the Lick Creek Wastewater Treatment Plant Miscellaneous Improvements construction contract 12-191 with Bryan Construction Company, Inc. in the amount of \$58,750.

2f. Presentation, possible action, and discussion on a professional services contract with Jones and Carter in the amount of \$167,000 for the professional engineering services related to the Luther Street Project.

2g. Presentation, possible action, and discussion regarding approval of Resolution 08-27-15-2g, determining public need and necessity, authorizing City staff to negotiate easement purchases for the Munson Street Rehab Project.

2h. Presentation, possible action, and discussion regarding Change Order Number 2 for Professional Services Contract 12-206 with HDR Engineering, Inc., for the University Drive Pedestrian Improvements Phase 2 Project reducing the contract by \$84,342.41.

2i. Presentation, possible action, and discussion on a construction contract with Jamail and Smith, in the amount of \$80,186.30 for providing new standing seam roofs on various City Park shelters.

2j. Presentation, possible action, and discussion regarding approval of a contract with Alcott Inc., dba TCH, for Option 1, Directional Bore, for the Turkey Creek Road and Health Science Center Parkway electric conduits installation in the amount of \$128,925.

2k. Presentation, possible action, and discussion on a bid award for the annual purchase of three phase pad-mounted transformers, which will be maintained in electrical inventory

and expended as needed. The total recommended award is \$437,700 and will be awarded by line item to the lowest responsible bidder.

2l. Presentation, possible action, and discussion regarding an Infrastructure and Economic Development Agreement with Pappas Restaurants, Inc. for the redevelopment of approximately 4.37 acres at 1600 University Drive, Lot 1, Block 16 of the Glenhaven Estates Phase 6 Subdivision.

Item 2e was pulled from the Agenda and was not considered.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion of Ordinance 2015-3687, amending Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime”, of the Code of Ordinances, to remove parking along Renee Lane.

Troy Rother, Traffic Engineer, reported that this ordinance is for no parking anytime along both sides of Renee Lane between Barron Road and the termination of the roadway 260 feet north of Passendale Lane. This parking removal is needed to provide sufficient travel width for the City of College Station Fire Department to respond to calls along this roadway and to local residents.

A citizen requested the City to remove parking along the roadway because they were having trouble accessing their homes. During the evaluation, the Fire Department determined that parking along Renee Lane would affect their ability to respond to an emergency in the area.

A public meeting was held on July 28, 2015 to discuss no parking with property owners and residents that own property or live on Renee Lane. Seven people attended this meeting, and all seven people support this ordinance. Traffic Engineering also received an email from another resident who could not attend the meeting and who also supports this ordinance.

Based upon the need for emergency vehicle access along Renee Lane, the Traffic Management Team recommends approving this ordinance.

At approximately 7:10 p.m., Mayor Berry opened the Public Hearing.

Timothy Kyllonen, 14121 Renee Lane, stated that everyone on the street approved it,

There being no further comments, the Public Hearing was closed at 7:11 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3687, amending Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking

Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime”, of the Code of Ordinances, to remove parking along Renee Lane. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion on Ordinance 2015-3688, 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 2.429 acres from O Office and GC General Commercial to PDD Planned Development District for a hotel development, being located in the Richard Carter Survey, Abstract No. 8, College Station, Brazos County, Texas. Said tract being all of Lot 1, Black Eyed Pea Addition, according to the plat recorded in Volume 1233, Page 531 of the Official Records of Brazos County, Texas, and all of Lot 3-11 and a portion of Lot 2, Block “A”, College Heights, according to the plat recorded in Volume 124, Page 259 of the Deed Records of Brazos County, Texas; being located at 201 University Drive East, 403, 405, 409 Jane Street, and 400, 402, 406 A&B, 408 Eisenhower Street, and being more generally located north of University Drive East between Jane Street and Eisenhower Street.

Jennifer Prochazka, Planning and Development Services, reported that this request is for a Planned Development District rezoning based on the Mixed Use zoning district for the development of a multi-story hotel with a parking garage. This will allow hotel uses to meet both the residential and non-residential requirements. The properties are currently developed as single-family homes and a restaurant, but are proposed to be consolidated for redevelopment.

The Planning and Zoning Commission considered this item on August 6, 2015 and voted 6-0 to approve the rezoning request. City staff also recommends approval of the PDD zoning.

At approximately 7:20 p.m., Mayor Berry opened the Public Hearing.

Kimberly Cole, 3990 Cortez Drive, Dallas, and representing the property owner of 403 Eisenhower, voiced opposition to the project. It is not compatible with the adjacent zoning. It is too close to light residential without a sufficient zoning buffer. The adjacency of the parking garage is obtrusive. She provided an exhibit showing the massing of the structure in relation to the Eisenhower house. The request needs further review and should not be approved tonight.

Crissy Hartl, 3204 Earl Rudder Frwy South, applicant, spoke in favor of the project.

Ted Ent, 12325 Carlsbad Dr., Austin, clarified the parking garage construction.

There being no further comments, the Public Hearing was closed at 7:30 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3688, 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 2.429 acres from O Office and GC General Commercial to PDD Planned Development District for a hotel development, being located in the Richard Carter Survey, Abstract No. 8, College Station, Brazos County, Texas. Said tract being

all of Lot 1, Black Eyed Pea Addition, according to the plat recorded in Volume 1233, Page 531 of the Official Records of Brazos County, Texas, and all of Lot 3-11 and a portion of Lot 2, Block "A", College Heights, according to the plat recorded in Volume 124, Page 259 of the Deed Records of Brazos County, Texas; being located at 201 University Drive East, 403, 405, 409 Jane Street, and 400, 402, 406 A&B, 408 Eisenhower Street, and being more generally located north of University Drive East between Jane Street and Eisenhower Street. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3689, 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 adding a NCO Neighborhood Conservation Overlay zoning district for approximately 32 acres, being located in the single-family portion of the McCulloch Subdivision, an area generally bordered to the north by Holleman Drive, to the south by Nevada Street, to the west by Pecan Tree Estates Subdivision, Phases 1 and 2, and to the east by lots fronting the southwest side of Georgia Street (1112 through 1228 Georgia), and including a portion of the lots fronting the north end of Georgia Street (1100 through 1113 Georgia) in College Station, Brazos County, Texas.

Jennifer Prochazka, Planning and Development Services, reported that property owners from the McCulloch Subdivision submitted a petition signed by the majority of owners requesting a Neighborhood Conservation Overlay zoning, one of the City's Single-Family Overlay districts. The request is in response to large homes recently constructed in and around the neighborhood. This type of zoning district can be placed "over" the existing General Suburban zoning in order to provide additional standards for development in the area of the overlay. It is intended to help protect established neighborhoods from inappropriate infill development by prescribing setbacks, lot coverage, building height, or other controls based on the existing character of the neighborhood. An overlay can also carry additional standards that will be required to be met for any expansion, development, or redevelopment of property within the district. The property owners are proposing the following additional single-family restrictions:

1. Maximum one-story structures;
2. Minimum 25-foot front setback; and
3. Maximum 31% lot coverage (including impervious surfaces such as structures and driveways/parking).

The Planning and Zoning Commission considered this item on August 20, 2015, and recommended a maximum 41% lot coverage instead of the proposed maximum of 31%. Planning and Zoning approved the request 4-2. Staff recommends approval of the overlay zoning.

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

Timothy Campbell, 1204 Carolina St., said he has grown up in this neighborhood. There are five local churches with over 200 years of history, The Lincoln Center is within walking distance for the residents. These have played a major role in the community. There are families that have been here for fifty years, and they are being forced out. It has been a safe place to raise a family, but with the insurgence of student housing it is no longer safe. He wants homes built that will be compatible with those already in existence.

Towanna Ford, 1217 Arizona St., said she has lived in the neighborhood for many years. She does not want to live anywhere else. She wants her children to be safe and live in a safe community. It is no longer safe with the AgShacks, which will also force out the elderly living on fixed incomes. She asked that it remain a single family neighborhood with new homes built that are comparable with the homes already there. This is last black community in College Station.

Aundra' L. Ellis, 1109 Detroit St., she has enjoyed the closeness of the neighborhood. She feels good that there are people she can trust to watch over her elderly mother. She wants that family-feel to stay there.

Marquis Williams, 1208 Carolina St., said that what they lack in money they gain in family. The AgShacks tear up family; the children can no longer play in the streets. They are not against anyone building in the community, but ask that they do so respectfully. He ask Council to please consider the people of the McCulloch subdivision. No more permits for AgShacks.

Carolyn Waldon, 1210 Detroit, gave the legal definition of single family housing and asked how are these permits being issued under this legal description? The AgShacks are just mini apartment buildings disguised to look like a home. Letters are being sent to homeowners asking the owners to sell. The neighborhood is being destroyed.

Carol Conant, 1206 Arizona, said this neighborhood is cutting off its nose to spite itself. Her lot is one of the smallest, and there is no way to build a 1,000 square foot house without going up. It is not AgShacks that are destroying the neighborhood; it is the property owners who are selling. The answer to the problem is to limit the number of rental occupants. Too many of the homes are sub-standard. They are asking to maintain their neighborhood by doing the wrong thing.

Janie Rodriquez, 1205 Phoenix St., said her family moved there because it was safe, and the neighborhood reminded her of the neighborhood she grew up in. There is a lot of history there, and she felt welcomed when she moved there.

Kimmie Daily, 1203 Detroit, said her grandfather picked up his family and moved to College Station. She is concerned about the community. AgShacks are student apartments. Adding students to the community changes it. Student actions are not appropriate for the elderly or the children. The community needs its peace and to be restored.

Thomas Merchant, 1102 Detroit St., his family was raised in the McCulloch Addition, and the community is one family.

Rev. A.C. Clark, 1122 Arizona, said the community is over seventy years old. HE grew up in that area when it was county roads. It is a community that takes care of its family. The student housing has upset the integrity of the community. There is an area beside the church where children go to play, and older people walk the streets. Now cars are driving down the streets 45-50 miles per hour. He asked Council to please stop issuing permits for the student housing. The community is one big loving family.

Joe Guerra, 2709 Ravenestone, noted that there are appropriate zoning districts for these types of housing.

There being no further comments, the Public Hearing was closed at 8:23 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3689, 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 adding a NCO Neighborhood Conservation Overlay zoning district for approximately 32 acres, being located in the single-family portion of the McCulloch Subdivision, an area generally bordered to the north by Holleman Drive, to the south by Nevada Street, to the west by Pecan Tree Estates Subdivision, Phases 1 and 2, and to the east by lots fronting the southwest side of Georgia Street (1112 through 1228 Georgia), and including a portion of the lots fronting the north end of Georgia Street (1100 through 1113 Georgia) in College Station, Brazos County, Texas, with the Planning and Zoning recommendation of 41%. The motion carried unanimously.

Council recessed at 8:45 p.m.

Council reconvened at 8:52 p.m.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3690, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to GS General Suburban for approximately 1.57 acres being the east half of Lot 10, Bald Prairie Subdivision, according to the plat recorded in volume 321, page 571 of the deed records of Brazos County, Texas, and being the same tract of land as described by a deed to Jeffery Joe Morgan recorded in volume 3956, Page 223 of the Official Public Records of College Station, Brazos County, Texas. Generally located at 14015 Renee Lane, more generally located north of Barron Road and between Renee Lane and Victoria Avenue.

Mark Bombeck, Planning and Development Services, reported that the applicant has requested the proposed amendment to rezone the property to General Suburban as a step toward creating additional single-family residential lots on approximately 1.57 acres located north of Barron Road, between Renee Lane and Victoria Avenue.

The Planning and Zoning Commission considered this item on August 6, 2015 and voted unanimously to recommend approval of the rezoning request. Staff also recommends approval of the rezoning request.

At approximately 8:54 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:55 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3690, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official

Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to GS General Suburban for approximately 1.57 acres being the east half of Lot 10, Bald Prairie Subdivision, according to the plat recorded in volume 321, page 571 of the deed records of Brazos County, Texas, and being the same tract of land as described by a deed to Jeffery Joe Morgan recorded in volume 3956, Page 223 of the Official Public Records of College Station, Brazos County, Texas. Generally located at 14015 Renee Lane, more generally located north of Barron Road and between Renee Lane and Victoria Avenue. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3691, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GC General Commercial to PDD Planned Development District for approximately 12 acres being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of Lot 3 - 15.81 acres, Barron Park Subdivision, according to the plat recorded in Volume 939, Page 209, of the Official Records of Brazos County, Texas, said Lot 3 being described in the following three deeds: to DWS Development, Inc., in Volume 3082, Page 297, and Volume 4735, Page 142, both of the Official Records of Brazos County, Texas, and to Mel Formby in Volume 4802, Page 89, of the Official Records of Brazos County, Texas, located on the northern boundary of Christ United Methodist Church along State Highway 6 South.

Jessica Bullock, Planning and Development Services, reported that the applicant has requested a Planned Development District zoning on approximately 12 acres located on the northern boundary of Christ United Methodist Church along the east side of State Highway 6 South. The PDD, with a base zoning district of Multi-Family, will combine senior independent living, assisted living, memory care, and skilled nursing.

The Planning and Zoning Commission considered this item on August 6 and voted 6-0 to approve the rezoning request. Staff also recommends approval.

At approximately 9:01 p.m., Mayor Berry opened the Public Hearing.

Veronica Morgan, 3204 Earl Rudder Frwy, provided a presentation on the project.

Ron Jennette, 1440 Lake Front Circle, The Woodlands, addressed parking availability.

There being no further comments, the Public Hearing was closed at 9:06 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3691, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GC General Commercial to PDD Planned Development District for approximately 12 acres being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of Lot 3 - 15.81 acres, Barron Park Subdivision, according to the plat recorded in Volume 939, Page 209, of the Official Records of Brazos County, Texas, said Lot 3 being described in the following three deeds: to DWS

Development, Inc., in Volume 3082, Page 297, and Volume 4735, Page 142, both of the Official Records of Brazos County, Texas, and to Mel Formby in Volume 4802, Page 89, of the Official Records of Brazos County, Texas, located on the northern boundary of Christ United Methodist Church along State Highway 6 South. The motion carried unanimously.

6. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3692, vacating and abandoning of a portion of that certain called 1.129 acre tract known as Technology Way as described in plat recorded in Volume 3764, Page 130 of the Official Records of Brazos County, Texas.

Carol Cotter, Planning and Development Services, reported that this ordinance abandons a 0.46 acre portion of Right-of-Way at the end of Technology Way, and will accommodate future development of the property. A Public Utility Easement will be retained on the existing public utilities and will continue to provide sufficient public and private utilities coverage. The requirement for turnarounds and signage as a condition of pavement removal will allow for safe navigation of the remaining roadway. The developer must also meet building permit stipulations as set forth in the Executed Economic Development Agreement between the City of College Station and StataCorp, LP, dated August 28, 2014. If any of these conditions are not met, the abandonment will be null and void.

Staff recommends approval of the ordinance.

At approximately 9:09 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:09 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3692, vacating and abandoning of a portion of that certain called 1.129 acre tract known as Technology Way as described in plat recorded in Volume 3764, Page 130 of the Official Records of Brazos County, Texas. The motion carried unanimously.

7. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3693, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural and GS General Suburban to PDD Planned Development District for the property being approximately 28.5 acres situated in the Crawford Burnett League, Abstract No. 7, Brazos County, Texas and being a part of that certain called 69.37 acre tract as described in deed from James G. Butler to J & J Butler Family Partnership, Ltd. Of record in Volume 7551, Page 41, Official Records of Brazos County, Texas, being generally located along Holleman Drive South across from Saddle Lane and the Quail Run subdivision.

Jason Schubert, Planning and Development Services, noted that this item was deferred from the June 25, 2015 so that a further traffic analysis could be performed by the applicant. On August 7, 2015, staff received correspondence from Texas A&M University Transportation Services that transit service would be provided to the Holleman Drive South corridor starting in fall 2016. The applicant recently submitted the revised traffic impact analysis.

The Planning and Zoning Commission considered this item at their May 7, 2015 meeting and voted 4-1 to recommend approval of the rezoning request. The Parks and Recreation Advisory Board considered the additional parkland fees as one of the proposed community benefits to help offset the proposed meritorious modifications at their May 12, 2015 meeting and voted 7-0 to recommend acceptance of the fee changes, but included as part of their motion that they were not comfortable with the fees for future projects and would ask Council to consider additional fees for developments with higher bedroom counts per unit.

At approximately 9:25 p.m., Mayor Berry opened the Public Hearing.

Mike Gentry, 1515 Emerald Plaza, reviewed the presentation from the last Council meeting,

Jim Butler, 6010 Thoroughbred Ridge, said the development is consistent with the infrastructure along Holleman. He asked that the speed limit on South Holleman be reduced. Also, he noted that signage would be beneficial on the north side of 2818 to direct traffic to Jones-Butler.

Joe Guerra, 2709 Ravenestone, asked Council when were the traffic counts taken, and noted that school was not in session during the summer.

There being no further comments, the Public Hearing was closed at 9:31 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted six (6) for and one (1) opposed, with Councilmember Brick voting against, to adopt Ordinance 2015-3693, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural and GS General Suburban to PDD Planned Development District for the property being approximately 28.5 acres situated in the Crawford Burnett League, Abstract No. 7, Brazos County, Texas and being a part of that certain called 69.37 acre tract as described in deed from James G. Butler to J & J Butler Family Partnership, Ltd. Of record in Volume 7551, Page 41, Official Records of Brazos County, Texas, being generally located along Holleman Drive South across from Saddle Lane and the Quail Run subdivision. The motion carried unanimously.

8. Adjournment.

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:31 p.m. on Thursday, August 27, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 2, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Sherry Mashburn, City Secretary
Ian Whittenton, Records Management Coordinator

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Berry at 7:00 p.m. on Wednesday, September 2, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Public Hearing, presentation, possible action, and discussion on the City of College Station 2015 advertised ad valorem tax rate of \$0.4525 per \$100 valuation resulting in an increase in tax revenues. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Jeff Kersten, Assistant City Manager, stated this is the first of two public hearings on the tax rate. The proposed tax rate of \$0.452500 per \$100 assessed valuation will generate \$32,036,946 in taxes.

The current effective tax rate is 43.4851 cents per \$100 assessed valuation, and the proposed tax rate is 45.25 cents per \$100 assessed valuation. The certified property valuation totaled \$7.14 billion, which is a total increase of \$486,757,915 or approximately a 7.31% increase in value

over last year. If adopted, the proposed tax rate per \$100 of assessed valuation would be 45.2500 cents and would provide 19.3052 cents for debt service and 25.9448 cents for the general fund. This tax rate meets the Debt Service requirements, and funds the proposed General Fund budget.

At approximately 7:04 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:04 p.m.

Mayor Berry announced that the second public hearing will be held on Thursday, September 10, 2015, and the Council will vote on the tax rate on Monday, September 21.

3. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Special Meeting of the City Council at 7:04 p.m. on Wednesday, September 2, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #:	15-0286	Version:	2	Name:	SuddenLink Communications Pole Attachment Agreement
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/1/2015	In control:		In control:	City Council Regular
On agenda:	9/10/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding ratification of a pole attachment license agreement with Cebridge Acquisitions, L.P., d/b/a Suddenlink Communications.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:	Suddenlink Signed City of College Station Pole Attachment Agreement Final 20150527.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding ratification of a pole attachment license agreement with Cebridge Acquisitions, L.P., d/b/a Suddenlink Communications.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s):

Staff recommends ratification of the pole attachment license agreement with Cebridge Acquisitions, L.P., d/b/a Suddenlink Communications.

Summary:

Changes in the industry have required an update to the pole attachment agreements with Suddenlink Communications and other Licensees that attach to electric distribution poles within the College Station Utility service territory. City Staff and legal counsel have negotiated a new pole attachment agreement with Suddenlink Communications that will be used for all Licensees.

Budget & Financial Summary:

N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Pole Attachment Agreement

**POLE ATTACHMENT LICENSE AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND LICENSEE**

This License Agreement is between the **City of College Station** ("CITY"), a Texas home-rule municipal corporation, and **Cebridge Acquisition, L.P., d/b/a Suddenlink Communications**, a Delaware Limited Partnership ("Licensee").

WHEREAS, CITY, operates or controls certain utility poles in the public rights of way managed and controlled by CITY throughout College Station; and

WHEREAS, Licensee desires to provide voice, video, internet, or data transmission and other lawful communications services within CITY's service area; and

WHEREAS, Licensee will need to place and maintain cables, equipment, facilities, including facilities for certain wireless services, within CITY's service area and desires to place such cables, equipment, facilities, and wireless facilities on various Poles and easements owned by CITY; and

WHEREAS, CITY is willing to grant Licensee a revocable, non-exclusive license to use certain Poles on the strict terms and conditions set forth in this Agreement and subject to the City of College Station's Code of Ordinances, as it may be amended from time to time; and

WHEREAS, CITY is willing to allow Licensee to undertake the Make-Ready construction work necessary to prepare certain Poles to accommodate Licensee's cables, equipment, facilities, and certain wireless facilities under the strict terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, CITY and Licensee do hereby mutually covenant and agree as follows:

**ARTICLE 1
DEFINITIONS AND CONSTRUCTION**

1.1 **Definitions:** For purposes of this Agreement, capitalized terms are defined as follows:

A. **CITY Distribution Construction Standards** means those engineering and construction standards, specifications, and designs maintained and referenced internally by CITY, and complied with in all material respects by CITY, for its own Pole distribution construction and engineering efforts.

B. **Annual Usage Charge** means the recurring charge that Licensee is to pay CITY annually under this Agreement for the use of CITY's Poles. The Annual Usage Charge is in addition to any Costs and Filing Fees Licensee may

incur during a Contract Year, and shall be determined by CITY as of December 1 of each Contract Year, other than the first Contract Year. The Annual Usage Charge for any Contract Year shall be the number of Attachments to which is shown on CITY's records to exist as of December 1 of the preceding Contract Year multiplied by the Usage Rate for the new Contract Year, except as otherwise provided herein. The calculation of the Annual Usage Charge will be for each pole with attachment of equipment where no Cable attachment is present, and for any horizontal Cable Attachment occupying up to one foot of space on the pole, and will not include Attachments that are overlashed to any of Licensee's Attachments for which a Usage Rate is chargeable, unless applicable state or federal law is amended to allow such a charge. Additional equipment (other than Wireless Facilities) that is attached to an existing Attachment and guy wires shall not constitute an additional Attachment for purposes of the Annual Usage Charge. Unless otherwise expressly provided in this Agreement, Annual Usage Charges are not refundable.

C. **Application** means the CITY prescribed application sheet, together with all required prints, maps, proposed routes, project descriptions, and proposed schedules that Licensee must submit, in full, to CITY in order to request and be granted an Attachment License for a particular Pole or group of Poles.

D. **Attachment** means (other than for Annual Usage Charge purposes):

1. each Cable owned, controlled, or used by Licensee, together with its associated messenger strand, guy wires, span guys, anchors, and other appurtenant and incidental facilities, affixed to a Pole regardless of the means by which affixed (a Cable lashed to another Cable and each Cable lashed to a common messenger is a separate Attachment);

2. each amplifier, repeater, controller, box, cabinet, appliance, device, or piece of equipment owned, controlled, or used by Licensee and affixed to a Pole, regardless of the means by which it is affixed;

3. each amplifier, repeater, controller, box, cabinet, appliance, device, or piece of equipment owned, controlled, or used by Licensee that is resting on the ground but is connected to a Pole, Attachment, or CITY line by a conductor;

4. each antenna, wireless transceiver, transmitter, or other similar device used for or associated with wireless communication or wireless data transmission, and cables or wires connecting such antenna, wireless transceiver, transmitter, or other similar device to other Attachments on the same Pole, provided that such antenna, wireless transceiver, transmitter, or other similar device or equipment is not used to provide Commercial Mobile Radio Services ("CMRS") as such term is defined in the Communications Act of 1934, as amended, and the rules and

regulations of the Federal Communications Commission, unless such CMRS equipment is used pursuant to separate license agreements and permits issued by the CITY, expressly for CMRS and related purposes.

5. A new or existing service wire drop that (i) is located in the same one foot of space assigned to the Licensee's Cable Attachment, (and (ii) is attached to the same Pole as an existing Attachment of Licensee shall not constitute an additional Attachment.

E. **Attachment License** means the revocable (solely pursuant to the terms and conditions hereof and applicable law), non-exclusive right of Licensee to make an Attachment to a Pole under this Agreement, pursuant to CITY's approval of an Application and subject to (1) any modifications, conditions, and specifications imposed by CITY pursuant to this Agreement or applicable law when approving the Application and (2) all Design Documents issued by CITY with respect to the Attachment and Pole in question. An Attachment License authorizes Attachments solely for lawful communications purposes, as described in this Agreement. The use of any Attachment for any purpose other than providing lawful communications as described in this Agreement is prohibited and shall constitute a material breach of this Agreement.

F. **Boxing** means the use of a cross arm or through bolt to facilitate a pole attachment on the opposite side of the pole from any existing attachment and the installation of cable or facilities on both sides of the same pole at approximately the same height. Licensee is prohibited from Boxing on CITY poles.

G. **Cable** means a conductor, wire, or fiber or a bound or sheathed assembly of conductors, wires, or fibers used as a wire communications or transmission medium (a bare messenger is also a Cable).

H. **Communications Space** means the area on any given Pole, below and sufficiently remote from the Supply Space as required by Electrical Code, within which Attachments and Pole Contacts may lie. The term Communications Space has the equivalent meaning as that used in the Electrical Code. The top surface of the Communications Space must remain at least 40 inches from the lowest surface of the Supply Space and from any other electrical lines, conductors, or equipment, or below the Supply Space a distance as defined by the National Electric Safety Code for a specified condition. The bottom surface of the Communications Space must maintain a clearance in accordance with National Electrical Safety Code standards.

I. **Conduit** means a structure owned by CITY containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed. CITY-owned electrical Conduit is expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.

J. **Conduit System** means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. As used in this Agreement, the term refers to Conduit Systems owned or controlled by CITY. CITY-owned electrical Conduit System is expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.

K. **Contract Year** means any calendar year during which this Agreement is in effect, beginning January 1 and ending December 31, except that the first Contract Year shall run from the Effective Date until December 31 of that year and the final Contract Year shall run from January 1 of that year until the date of termination.

L. **Contractor** includes subcontractors.

M. **Cost** means the total cost reasonably incurred by CITY for any particular task under this Agreement, and includes without limitation reasonable labor, material, equipment usage, outside Contractor and vendor charges, reasonable overhead, and reasonable general and administrative expenses. Costs may be incurred for, without limitation, engineering and engineering review, Make-Ready construction, inspections and oversight, auditing, public relations and intervention, and other services. Certain Cost rates are specified in Exhibit A to this Agreement, which CITY may change no more than once per year upon 60-days' notice to Licensee; provided, however, that any such change to such Cost rates shall be based on CITY's reasonable cost of labor, materials, and equipment usage. Subject to the foregoing, Costs shall be determined by CITY in its reasonable judgment and reasonable discretion, and shall be paid by Licensee in accordance with either of the following, at CITY's sole option:

1. Any advance estimate provided by CITY, in which event CITY shall have the right to refuse to incur the Costs until the estimate is paid; and/or

2. Any final invoice submitted by CITY. In the event an advance estimate was paid by Licensee for Costs, the final invoice will reflect such payment.

N. **Design Documents** mean all specifications, drawings, schematics, blueprints, engineering documents, and written requirements for materials, equipment, design, construction, and workmanship issued by CITY to Licensee with respect to Make-Ready and installation work on a particular Attachment or Pole or group of Attachments or Poles.

O. **Duct** means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities owned by CITY. As used in this Agreement, the term Duct includes Inner-Ducts created by subdividing a Duct into

smaller channels. CITY-owned electrical Duct is expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.

P. **Effective Date** means the date CITY signs this Agreement as shown on the signature page of this Agreement.

Q. **Electrical Code** means the National Electrical Safety Code (NESC), the National Electrical Code (NEC), and Chapter 752 of the Texas Health and Safety Code.

R. **Filing Fee** means the initial, non-refundable fee charged to Licensee for filing an Application for an Attachment License. Filing Fees are set by the CITY and shall not exceed the actual and reasonable cost to CITY of reviewing and processing an Application. The Filing Fee is solely to compensate CITY for reviewing and processing an Application and does not include or offset Costs or Annual Usage Charges.

S. **Handholes** means an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining Attachments in a Conduit. A Handhole is too small to permit personnel to physically enter. CITY-owned electrical Handholes are expressly reserved for utility reliability and expansion purposes and are not available for use by Licensee.

T. **Infrastructure Usage Regulations** means the College Station City Code of Ordinances and any other CITY ordinance that may be enacted to govern electric utility infrastructure usage or rental.

U. **Inner-Duct** means a pathway created by subdividing a Duct into smaller channels. City-owned electrical Inner-Duct is expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.

V. **Manhole** means an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Attachments in a Conduit. CITY-owned electrical Manholes are expressly reserved for utility reliability and expansion purposes and are not available for use by Licensee.

W. **Pole** means any electric distribution pole owned by CITY that supports electric lines having a nominal voltage of not more than 35kV; provided, however, that any electric distribution pole having a nominal voltage of more than 35kV will also be a "Pole" if the pole is also used for distribution of power from a local substation to customers. Unless otherwise agreed by CITY with respect to a particular pole, the term Pole does not include (1) street lighting, traffic signal, or night watchman poles, (2) poles or towers supporting transmission lines carrying a nominal voltage greater than 35kV, unless such poles are also used to support

transmission lines carrying a nominal voltage of not more than 35kV, (3) any structure or facility within a substation, (4) conduits (except as otherwise provided in Article 11), or (5) any structure not used for electric power distribution.

X. **Pole Contact** means the point or contiguous area on a Pole at which one or more of Licensee's Attachments makes physical contact with a Pole, during a Contract Year, regardless of the duration for which the Pole Contact existed.

Y. **Make-Ready** means all work required to accommodate Licensee's Attachments on a Pole with respect to CITY and Third Party User needs and in compliance with Electrical Code, CITY Distribution Construction Standards, generally accepted engineering and construction practices, and applicable laws.

Z. **Maximum Lawful Usage Rate** means the maximum amount that CITY may lawfully charge for an Attachment under applicable state and federal law, rules and regulations in effect from time to time. If, for any Contract Year, applicable state or federal law does not limit the amount CITY may charge Licensee for a particular Attachment or service under this Agreement, the Maximum Lawful Rate for the Attachment or service shall be the amount that CITY determines, in its sole judgment and discretion, to constitute a reasonable and non-discriminatory annual Usage Rate.

AA. **Supply Space** means the area on any given Pole, above the Communications Space, that is reserved for the placement of electric supply lines, electrical equipment, and other CITY facilities. The term Supply Space has the equivalent meaning as that used in the Electrical Code. Licensee may not place any Attachments or Pole Contacts in the Supply Space.

BB. **Third Party User** means any third party that has, or may be granted, an Attachment License or other right to attach with respect to a Pole. Third-parties that are allowed by Licensee to overlash third-party conductors onto existing Licensee Attachment(s) shall also execute a Pole Attachment License Agreement with the CITY, regardless of the duration for which the Attachment or Pole Contact existed. At least thirty (30) days before third-party overlash operations, Licensee shall provide advanced written Notice to CITY that identifies the proposed third-party overlashing entity and all proposed third-party overlash locations.

CC. **Unauthorized Attachment** means an Attachment or any other affixing or placing of Licensee's facilities onto CITY property for which Licensee does not have a valid Attachment License.

DD. **Usage Rate** means, for each given Contract Year, the amount Licensee must pay CITY for each Attachment.

EE. **Wireless Facilities** means an antenna, wireless transceiver, transmitter, or other similar device used for or associated with wireless

communication or wireless data transmission, provided that such Wireless Facilities are not used to provide Commercial Mobile Radio Services (“CMRS”) as such term is defined in the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, unless such CMRS equipment is used pursuant to separate license agreements and permits issued by the CITY, expressly for CMRS and related purposes.

FF. **Wireless Facilities Rental Rate** means, for each given Contract Year, the amount Licensee must pay CITY for attaching Wireless Facilities to a Pole. Rental and license rates for CMRS and related services and equipment shall be set by separately negotiated license agreements with CITY.

1.2 **Syntax** Except as otherwise expressly provided herein, all nouns, pronouns and variations thereof shall be deemed to refer to the singular and plural.

1.3 **Amendments** Any reference to a law, code, or document shall mean such law, code, or document as it may be amended from time to time.

1.4 **Third Party User Agreements** CITY has in the past entered into other Pole usage agreements with Third Party Users. In construing this Agreement, no variations between this Agreement and other agreements with Third Party Users shall have any evidentiary value or be construed against CITY. It is the Parties intent that this provision is not meant to unlawfully discriminate against Licensee in favor of other licensees.

1.5 **No Construction against CITY** The rule of construction that ambiguities in a contract are to be construed against the drafting party shall not apply to this Agreement.

1.6 **Headings** The descriptive headings in this Agreement are only for the convenience of the parties and shall not be deemed to affect the meaning or construction of any provision.

ARTICLE 2 SCOPE AND TERM OF AGREEMENT

2.1 **General Purpose** In accordance with the provisions of this Agreement, CITY may issue Attachment Licenses to Licensee on the terms and conditions set forth herein. Before Licensee makes any Attachment to or begins any work on a Pole, excluding service drops, it shall file an Application and await CITY’s issuance of an Attachment License and Design Documents with respect to that particular Attachment or Pole, as set forth in Article 4. Nothing in this Agreement shall be construed to obligate CITY to grant an Attachment License with respect to any particular Pole where Licensee has failed to fulfill the requirements herein for the grant of such Attachment License.

2.2 **Term** The initial term of this Agreement is five (5) years, beginning on the Effective Date and renewing thereafter for four (4) successive three (3) year terms, subject to the material default provisions, or unless terminated by either Party. At the end of each

then-current term, Licensee shall, if it intends to terminate, give CITY written notice of its request to terminate before the end of the then-current term. If Licensee has not materially defaulted during the course of the then-current term (other than any material default that Licensee cured), this Agreement shall renew. If Licensee has materially defaulted and not cured such default, renewal will be granted in CITY's reasonable discretion. If renewal is denied, CITY will give written notice of the reasons for denial within thirty (30) days of making that determination and this Agreement will expire at the end of the then-current term.

2.3 **Existing Facilities Only** Except as otherwise set forth in paragraph 6.4, (i) CITY is under no obligation to add, build, keep, maintain, or replace Poles or any other facilities for the use or convenience of Licensee; and (ii) the maintenance, replacement, removal, relocation, or addition of CITY Poles and facilities shall remain within the sole province and discretion of CITY. Notwithstanding the foregoing, any actions of CITY under this Agreement shall be taken on a nondiscriminatory basis.

2.4 **Poles Only** This Agreement addresses only Attachments to CITY Poles. This Agreement does not authorize Licensee to install or maintain Attachments on other CITY property and facilities, including without limitation conduits, buildings, and towers.

2.5 **City Rights-of-Ways** Nothing in this Agreement shall be construed to grant Licensee any right or authorization to use or occupy the public streets or rights-of-way of the CITY. Except for the placement of Attachments on Poles or other facilities covered by this Agreement and notwithstanding that a Pole to which Licensee may attach its facilities is in the CITY's public streets or rights-of-way, Licensee and CITY agree that the authority to attach to CITY Poles does not grant Licensee authority to use or occupy CITY's public streets or rights-of-way.

2.6 **Private Easements** Licensee understands that some Poles are located on dedicated easements over private property that, by their terms, restrict the use of the easement to CITY for the sole purpose of electric distribution or transmission. Nothing in this Agreement shall compel CITY to extend any property rights it does not have. Nothing in this Agreement and no action by CITY shall be construed to offer, grant or approve any right or license to use such easement or to affix an Attachment to a Pole within such easement without the consent of the owner of the property to which the easement is appurtenant, unless otherwise allowed by law. CITY has no obligation to expand or obtain rights in such easement on Licensee's behalf. It is the sole obligation of Licensee to obtain the necessary consent or additional easement rights, if any, at Licensee's own expense.

2.7 **Eminent Domain** CITY is under no obligation to exercise any power of eminent domain on Licensee's behalf.

2.8 **No Property Rights In Poles** All Poles shall remain the property of CITY and no payment made by Licensee shall create or vest in Licensee any ownership right, title, or interest in any Pole, but Licensee's interest shall remain a bare license. The existence of such a license shall not in any way alter or affect CITY's right to use, change,

reclaim, operate, maintain, or remove its Poles, subject to the terms and conditions hereof. Nothing herein shall prohibit Licensee from repairing, operating, or maintaining a Pole at Licensee's sole cost and expense if: (i) CITY expressly abandons the Pole or constructively abandons the Pole by electing not to repair, operate, or maintain the Pole to such an extent that a reasonable person would conclude that CITY has abandoned the Pole, and (ii) Licensee is permitted to do so under the City Code, the terms of Licensee's franchise, if applicable, and any applicable easements; provided, however, that CITY may remove an abandoned Pole if such removal manifestly serves the public interest.

2.9 **License not Exclusive** Licensee acknowledges that CITY has entered into before, and may enter into in the future, similar or other agreements concerning the use of Poles by third parties, including Licensee's competitors. Nothing in this Agreement shall be construed to limit or in any way affect CITY's right or ability to enter into or honor other agreements, or to grant any rights, licenses, or access concerning any Pole, irrespective of the character or degree of economic competition or loss caused to Licensee, so long as CITY's actions are nondiscriminatory.

2.10 **CITY Priority** The primary purpose of a Pole is electric distribution and public health and safety, and CITY reserves to itself first priority in the use of a Pole. In the event of any conflict between the use of a Pole by CITY and Licensee, the use of a Pole for the distribution of electric power to CITY customers shall prevail and have priority over Licensee's use of the Pole. CITY retains and shall have exclusive use of the Supply Space. All of Licensee's Aerial Attachments shall remain within the Communications Space.

2.11 **Discretion of CITY Final** CITY reserves the right to deny any Application pursuant to the terms and conditions hereof, reserve any Pole to its own use pursuant to a *bona fide* development plan, or modify any Pole for legal, safety, mechanical, structural, engineering, environmental, reliability, or service reasons. Determination of these issues shall at all times remain within the reasonable discretion of CITY, subject in all respects to the terms and conditions hereof. Licensee will not be required to pay for any modifications to any Pole or its Attachments in order to accommodate a Third Party User.

2.12 **No Cost or Expense to CITY** The engineering, construction, installation, use, operation, and maintenance of Licensee's Attachments shall be at Licensee's sole expense. Unless otherwise expressly provided herein, nothing in this Agreement shall be construed to require CITY to expend any funds or to incur or bear any cost or expense.

ARTICLE 3 USAGE RATES AND CHARGES

3.1 **Payment Due upon License Approval** CITY's approval of an Attachment License shall be conditioned on Licensee's payment, within 45 days of approval, of the then current Usage Rate for each approved Attachment, prorated to reflect the number of months remaining in the Contract Year after CITY's invoice, with any partial month being considered to be a full month.

3.2 **Calculation of Usage Rates** For each Contract Year, the Usage Rate shall be no higher than the Maximum Lawful Usage Rate. Before each new Contract Year, CITY will notify Licensee in writing of the Maximum Lawful Usage Rate for such Contract Year at least 60 days in advance of any invoice. The CITY shall provide its Maximum Lawful Usage Rate calculations and relevant support data so Licensee may verify that the Rate is calculated in accordance with applicable law. The Maximum Lawful Rate may take into account changes in applicable laws that are to go into effect during the upcoming Contract Year. If Licensee disagrees in good faith with CITY's determination of the Maximum Lawful Usage Rate, Licensee may protest in writing within 30 days of receipt of the notice. The protest shall include copies of all records and other documentation that support Licensee's position. Failure to timely protest CITY's proposed Usage Rate shall constitute agreement to and acceptance of CITY's determination. If Licensee does timely protest a proposed Usage Rate, the parties shall endeavor in good faith to negotiate a resolution of the dispute. If the parties are unable to resolve the dispute within 60 days from the date of Licensee's protest, then either party may seek relief from the Texas Public Utilities Commission pursuant to Chapter 54.204 of the Texas Utilities Code, any successor regulation, or any other law conferring jurisdiction on the Texas Public Utilities Commission. The Texas Public Utilities Commission shall be the sole and exclusive forum for resolution of a dispute about a Usage Rate, unless the Texas Public Utilities Commission lacks jurisdiction, in which event the dispute resolution provisions set forth in paragraph 18.7 shall control. If the dispute is not resolved by the time the Annual Usage Charge invoice is issued, Licensee shall nonetheless pay the invoice based upon the disputed Usage Rate. Payment by Licensee of the invoice shall not prejudice Licensee's ability to continue to contest the Usage Rate, and CITY agrees not to interpose any claim, defense, or counterclaim that Licensee has waived its right to contest the Usage Rate by paying the disputed invoice.

3.3 **Subsequent Annual Usage Charges** In each January of each Contract Year and continuing thereafter until the expiration or termination of this Agreement, CITY will invoice for, and Licensee shall pay, within 45 days after receipt of invoice, the Annual Usage Charge for the new Contract Year. All overdue balances shall accrue interest at the rate of 1% per month from the due date until paid, or the maximum rate allowed by law, whichever is less.

3.4 **Invoice Disputes** If Licensee believes in good faith that an Attachment count contained in an Annual Usage Charge invoice is incorrect, it may pay the invoice under protest. To protest an invoice, Licensee must give CITY written notice of the nature of its protest no later than the due date for payment of the invoice together with copies of records and other documentation supporting its position. The parties shall promptly meet to resolve the discrepancies in their records to determine the correct Attachment count. If the parties are unable to resolve a discrepancy as to the correct count, the parties may, upon mutual agreement, jointly conduct a physical inventory of geographical grids or other mutually agreeable census to determine the correct count. The cost to conduct such inventory or census shall be equally divided between the parties.

3.5 **Adjustments** If upon resolution of a dispute between the parties under paragraph 3.2 or paragraph 3.4, a refund is due to Licensee, CITY shall refund the amount of the overcharge together with interest at the rate specified in paragraph 18.5 from the date of CITY's receipt of the protested Annual Usage Charge payment. If Licensee owes additional money, a corrected invoice shall be issued by CITY for the additional Annual Usage Charge due, plus accrued interest at the rate specified in paragraph 18.5 from the due date of the original invoice.

3.6 **No Allowances** Unless otherwise expressly stated in this Agreement, there shall be no offsets against any sums due under this Agreement, or any other allowances, for system improvement, materials or labor supplied, upgrading, life extension, or other direct or incidental benefits conferred by Licensee upon CITY or its poles, system, or facilities. All such improvements and benefits belong solely to CITY, and the fact that such improvements or benefits may accrue shall in no way alter or affect Licensee's obligations under this Agreement.

3.7 **Wireless Facilities Rental Rate** CITY shall not impose a Wireless Facilities Rental Rate for any Attachment that is a Wireless Facility used exclusively to provide wireless services in a non-discriminatory manner to the public without charge. In the event Licensee offers commercial service using Wireless Facilities attached to a Pole that are not classified as Commercial Mobile Radio Services, CITY and Licensee shall negotiate in good faith on a just and reasonable rental rate for such Attachments. In no event shall the Wireless Facilities Rental Rate for Attachments that are Wireless Facilities exceed the Maximum Lawful Usage Rate.

3.8 **Commercial Mobile Radio Services** CITY is willing to grant a non-exclusive license to install, maintain, operate, repair, and replace a Distributed Antenna System ("DAS"), DAS Network, micro or small cell installations within the communications space on existing poles within discrete segments of the rights-of-way, subject to the requirements of a separate license agreement and pursuant to permits issued by the CITY. The separate license agreement is consistent with Section §54.205 of the Public Utilities Regulatory Act (Texas Utilities Code) which reserves "a municipality's historical right to control and receive reasonable compensation for access to the municipality's public streets, alleys, or rights-of-way or to other public property".

ARTICLE 4 ATTACHMENT LICENSES

4.1 **Attachment License Required** Licensee shall have an Attachment License with CITY before performing any new Attachment work on a Pole or other facility on CITY property or easement. Maintenance of existing equipment shall be allowed, including transfers for new poles and for make ready work of other Licensees, if Licensee has a current Attachment License that covers the existing Attachments and equipment. Licensee must have an Attachment License for each Pole or group of Poles to which Licensee's Attachments are to be affixed, identifying each separate Attachment to the

Pole(s) by type. An Attachment License is not needed to perform visual inspections necessary for preparing an Attachment Application.

4.2 **Overlapping** Licensee must obtain a separate and additional Attachment License for any Attachment it seeks to overlap to an existing Licensee or Third Party User Attachment or Pole Contact. Licensee may not allow another party to overlap to Licensee's facilities without such party first having an agreement with and Attachment License from CITY. Poles are the sole property of CITY, and Licensee shall not charge or accept any financial consideration for allowing a third party to overlap to an Attachment or Pole Contact without CITY's written consent.

4.3 **Application Process** The Application must be submitted in the then-approved CITY format. The Application form, and all required supporting documentation and other procedures, are within the reasonable discretion of CITY and may change from time to time upon prior written notice (provided such changes are not inconsistent with the terms and conditions of this Agreement and applied in a nondiscriminatory manner). CITY may reject entirely an incomplete Application, or it may request additional information to support the Application, in which event the requested information shall be promptly furnished. In the event that CITY denies an Application, it shall provide written notice of its reason for denial to Licensee within 10 days of the date the Application was submitted.

4.4 **Filing Fee** The Filing Fee shall be paid at the time the Application is submitted. No Application will be considered before payment of the Filing Fee. Fee Schedule is attached as an exhibit.

4.5 **Approval**

(a) CITY retains sole and complete discretion to deny or modify any Attachment Application in order to be able to preserve the safety, reliability, integrity, and effectiveness of the electric distribution system that constitutes the core of its business and its governmental mandate. CITY will approve, modify, or deny an Attachment Application within 15 business days of submission. Licensee may request CITY to reconsider a denial or modification of an Attachment Application. CITY may approve an Application as submitted, approve it on a modified or conditional basis, or may deny the Application in accordance with the policies adopted by CITY pursuant thereto. An Application may be denied solely for the reasons set forth. The CITY's Director of Utilities may deny an application if:

1. the applicant fails to submit a complete application;
2. the applicant fails to supplement its application with additional information or otherwise cooperate with the utility as requested in the evaluation of the application;
3. the applicant fails to pay the applicable filing fee;

4. the proposed attachments are of excessive size or weight or would otherwise subject utility infrastructure to unacceptable levels of additional stress;
5. approval would jeopardize the reliability or integrity of the electric system or of individual units of utility infrastructure;
6. approval would present a safety hazard to a City employee or the public;
7. approval would impair the City's ability to operate or maintain utility infrastructure; or
8. approval would require an unacceptable change, upgrade, or addition to utility infrastructure.

(b) In the event that CITY intends to deny an Attachment Application because the proposed Attachments are of excessive size or weight or would otherwise subject utility infrastructure to unacceptable levels of stress, because approval would jeopardize the reliability or integrity of the electric system or of individual units of utility infrastructure, because approval would present a safety hazard to a CITY employee or the public, because approval would impair the CITY's ability to operate or maintain utility infrastructure, or because of any other reason for which denial is permitted by law, and the Pole may be modified or replaced to resolve that issue, CITY shall approve the Attachment Application provided that (i) the Licensee agrees to pay CITY's Costs to so modify or replace the Pole, and (ii) the Attachment Application is otherwise acceptable and grantable pursuant to the terms and conditions of this Agreement and applicable law (provided, however, that nothing in this sentence abridges or modifies the requirements set forth in paragraph 6.4).

4.6 **Order of Approval** Applications concerning a particular Pole will be considered and acted upon by CITY in the order in which they are filed. For purposes of evaluating an Application with respect to Pole capacity and existing Third Party User Attachments, CITY will consider not only all existing attachments but also all valid Attachment Licenses and reserved CITY space.

4.7 **Engineering** Licensee shall submit documentation of its field evaluation using a CITY-approved Licensee employee. CITY shall not unreasonably withhold, condition, or delay grant of approval for a CITY-approved Licensee employee. CITY shall accept and rely on such documentation, but shall reserve the right to perform, or have a firm retained by CITY perform, its own engineering and field evaluation including pole loading analysis. All Costs for such engineering and field evaluation shall be paid by Licensee. With respect to a particular Pole, CITY's engineering shall take into account and allow space for all Attachment Licenses, which are valid for that Pole. In granting an Attachment License, CITY shall issue to Licensee the related Design Documents that were paid for by the Licensee.

4.8 **Attachment License Expiration** All Attachment Licenses and Design Documents and any rights conferred thereunder shall expire on the later of (i) 120 days after issuance (or such longer period as the parties may agree to in writing) or (ii) 60 days after completion of all Make-Ready work, unless all Make-Ready and installation work has occurred in accordance with the Design Documents before the end of such period. If an Attachment License for a Pole expires, Licensee shall re-apply, *de novo*, for an Attachment License and must receive such License from the CITY before Licensee can begin working on or making an Attachment to that Pole.

ARTICLE 5 GENERAL REQUIREMENTS

5.1 **Work Site Safety** In performing any work on or near Poles supporting energized electric lines, Licensee, and its Contractors, agents and employees shall comply with Chapter 752 of the Texas Health and Safety Code and all federal, state and local laws, rules and regulations governing work in proximity to energized electric lines, including without limitation, those promulgated by the Occupational Safety and Health Administration. LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, AND SUBCONTRACTORS FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS AND JUDGMENTS ARISING FROM OR CONCERNING A BREACH BY LICENSEE OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

5.2 **Electrical Code** Licensee, and its Contractors, agents and employees, and all work, Contacts, and Attachments on a Pole shall at all times comply with the-then current Electrical Code, as applicable.

5.3 **Design Documents** All Make-Ready, installation, and other work performed by Licensee on a Pole or Attachment shall at all times comply with the Design Documents and CITY Distribution Construction Standards.

5.4 **Service Interruptions** Licensee shall not cause any interruption of CITY or Third Party User services without first obtaining CITY's express written consent as provided by Article 6. If it is necessary for CITY to de-energize any equipment or lines for Licensee's benefit, Licensee shall reimburse CITY in full for all Costs in doing so. In the event Licensee damages any of CITY's equipment or lines or causes any service interruption, Licensee, at its sole expense, shall immediately do all things reasonable to avoid injury and further damage, direct and incidental, resulting therefrom and shall notify CITY immediately. Licensee shall be liable for all Costs resulting from such damage and any necessary repairs.

5.5 **CITY Oversight** CITY shall have the right to conduct on-site field oversight and inspections of Licensee's Attachments, work, and operations on Poles and in CITY easements. CITY may conduct pre-construction surveys, and post-construction inspections at Licensee's expense and shall provide Licensee with the results. CITY shall at all times have unrestricted access to Poles and to all field work sites of Licensee and Licensee's Contractors. Both CITY and CITY's representative at any Pole site shall have

complete and final authority to order the immediate suspension of Licensee's construction or installation activities if CITY or CITY's representative, in its sole discretion and judgment, deems such action necessary for reasons of safety, engineering, electrical service reliability, or failure to obtain proper licenses and permits. If an immediate suspension order is issued, the CITY or CITY's representative shall have the right to inspect any and all facilities installed up to that point on Licensee's Attachment submittal, at Licensee's expense. In the event of an oral suspension order, CITY shall send written notice to Licensee within three (3) days after such suspension, identifying the alleged bases for suspension. Such suspension shall be in effect until such time as the Licensee cures, at Licensee's sole Cost, the alleged bases for suspension. In no event shall CITY be responsible for any damages, losses, or costs incurred by Licensee as a result of such work stoppage. Licensee's failure to obey a suspension order issued in accordance with this Agreement shall constitute a material breach of this Agreement.

5.6 **Laws** To the extent that the Code of the City of College Station lawfully requires Licensee to possess a valid franchise or construction permit before engaging in a particular act, Licensee must comply with such requirement before beginning Make-Ready construction or installing Attachments. Nothing in this Agreement shall be construed as waiving other CITY requirements or permitting the construction of facilities other than Attachments. Attachments must conform to local, state, or federal law. Licensee's use of any Pole and Licensee's Attachments shall at all times conform to the requirements of the CITY's Code of Ordinances, Infrastructure Usage Regulations, and the published policies promulgated by the CITY pursuant thereto.

5.7 **Other Permits** Licensee shall apply for and obtain all licenses, permits or other authorizations required to provide its service or to use, operate or maintain its Attachments. If Licensee is denied any required license, permit or authorization, Licensee may, upon written notice to CITY, terminate any Attachment License granted hereunder that was predicated upon the grant of such license, permit or authorization.

5.8 **Taxes and Liens** Licensee shall pay all taxes and assessments lawfully levied on Licensee's Attachments and any tax, assessments, fee, or charge levied on Poles solely because of their use by Licensee. In no event shall Licensee permit any lien to be filed or to exist upon any Poles or CITY property as a result of any claim against Licensee. Licensee shall promptly pay upon receipt of written notice from CITY all such liens together with all fees and costs necessary to discharge same, or shall bond around such liens in the manner provided by law.

5.9 **Electrical Code Conflicts** In the event of a difference, conflict, or discrepancy between or among the requirements or practices of any Electrical Code or safety regulations, laws, or industry standards the following rules shall apply: (A) if one specification or practice is more stringent than the other, the more stringent shall apply; (B) if one is not more stringent than the other, the NESC shall govern to the extent permitted by law; (C) if the first two rules are insufficient to resolve the conflict in a clear and unambiguous manner, CITY shall determine which standard shall apply, giving highest priority to safety considerations.

5.10 **Design Document Conflicts** In the event of a difference, conflict, or discrepancy between or among the requirements or practices of the Design Documents and CITY Distribution Construction Standard, the Design Documents shall govern. In the event Licensee believes a Design Document or CITY Distribution Construction Standard is inconsistent with Electrical Code or applicable law, Licensee shall refer the matter to CITY for determination.

5.11 **No Interference** Licensee will use and operate any Wireless Facilities in a manner that will not cause radio frequency interference with the facilities or operations of CITY. Licensee will use and operate any Wireless Facilities in a manner that will not cause radio frequency interference with the Wireless Facilities of Third Party Users, provided that such other Third Party User's installation of Wireless Facilities predates the Licensee's installation of its Wireless Facilities. In the event any such interference occurs, Licensee will immediately upon receiving notice from CITY or the Third Party User, investigate the cause of such interference and if Licensee is determined to be the cause of such interference shall immediately cease operations until such interference is rectified, testing of said resolution excepted In the event Licensee does not cease interfering operations then the Attachments constituting such Wireless Facilities shall become Unauthorized Attachments. CITY agrees that in the event CITY allows any Third Party User to use and operate Wireless Facilities on a Pole, CITY will require such Third Party User to agree (i) not to cause radio frequency interference to Licensee's Wireless Facilities on the Pole, provided that Licensee's installation of Wireless Facilities predates the Third Party User's installation of its Wireless Facilities; (ii) in the event such interference occurs, to cease operations immediately upon receiving notice from CITY or the Licensee and not resume operations until the Third Party User has eliminated such interference; and (iii) that failure to cease interfering operations will cause such Third Party User's Attachments to become unauthorized attachments.

5.12 **Electricity for Wireless Facilities** CITY shall supply electricity to Licensee's Wireless Facilities pursuant to and subject to the tariffed rates, terms, and conditions for such electrical service.

ARTICLE 6

MAKE-READY CONSTRUCTION

PART A - GENERAL PROVISIONS

6.1 **Performance of Make-Ready Work** The Parties shall negotiate the performance of the necessary Make-Ready work, except as set forth in paragraphs 6.3, 6.4, and 6.5. All Make-Ready Costs shall be borne solely by Licensee, including without limitation, costs of planning, engineering, construction, and pole replacement, except as set forth in paragraphs 6.3, 6.4, and 6.5.

6.2 **Third Party Facilities** Make-Ready Costs that are to be paid by Licensee include all costs and expenses to relocate or alter the attachments or facilities of any pre-existing Third Party User as may be necessary to accommodate Licensee's Attachment. CITY shall provide at least 30 days' notice to each Third Party User that needs to relocate or alter its facilities to accommodate Licensee and attempt to make all other necessary arrangements directly with the affected Third Party Users. CITY agrees to make best efforts to cause a Third Party User to relocate such Third Party User's facilities, including declaring such Third Party User's facilities to be unauthorized, in accordance with the terms of CITY's pole attachment agreement with such Third Party User, if the Third Party User fails to relocate its facilities within the time periods specified in the pole attachment agreement between CITY and such Third Party User.

6.3 **Non-Conforming Attachments** Notwithstanding paragraphs 6.1 or 6.2, Licensee shall not be liable for any cost or expense to modify, replace, relocate, or alter any attachments of CITY or a Third Party User that do not comply with the Electrical Code or applicable law. Licensee shall notify CITY if Licensee determines that any Third Party User attachments are out of compliance with the Electrical Code or applicable law, and CITY shall use its best efforts to cause any Third Party User to bring existing attachments into compliance within 30 days of such notice. If after 30 days the owner of the out-of-compliance attachment has not completed its work and brought its attachment in to compliance with the Electrical Code and applicable law, CITY shall declare such Third Party User's facilities to be unauthorized, and CITY or Licensee may relocate or alter the Third Party User's attachment at the Third Party User's expense. CITY shall use its best efforts to cause the Third Party User to pay Licensee its costs and expenses for bringing such Third Party User's attachments in to compliance with the Electrical Code and applicable law.

6.4 **Pole Replacement and Maintenance** CITY shall change, modify, or replace any Pole, at Licensee's request, unless such change, modification, or replacement will jeopardize the safety or reliability of CITY's electrical service. Except as otherwise provided in this paragraph, Pole replacement Costs shall be borne by Licensee if Pole replacement is requested by Licensee or if, because of insufficient capacity, approval of Licensee's Attachment Application first causes the need for the Pole replacement. CITY agrees that if a Pole is broken, rotten, or not otherwise in compliance with the Electrical Code or applicable law, standard Pole replacement costs shall be borne by CITY, except for additional pole height above the height of the existing pole; or pole strength required to accommodate Licensee's new attachments. If the non-compliance with the Electrical Code or applicable law or the broken pole is the result of Licensee's actions or the actions of Licensee's subcontractors, the Licensee shall be liable for the expense.

6.5 **Pole Upgrades** Notwithstanding anything set forth in paragraph 6.4 with respect to Licensee's responsibility to pay CITY's costs of changing, modifying, or replacing any Pole, CITY shall continue its existing Pole maintenance, modernization, and upgrade program.

PART B - CONSTRUCTION BY LICENSEE

6.6 **Construction by Licensee** All work performed by or on behalf of Licensee pursuant to an Attachment License shall be done in a good and workmanlike manner. Licensee shall also comply with the provisions of Exhibit B, which CITY may reasonably change upon 60 days written notice to Licensee (provided that such change is not inconsistent with the terms and conditions of the body of this Agreement). Licensee's acceptance of an Attachment License constitutes Licensee's agreement to be bound by its terms and conditions. All Attachments, Contacts, Make-Ready work, and other work performed or maintained by Licensee on a Pole shall strictly comply with Electrical Code, the Design Documents, and other laws and standards as provided by Article 5. Any material deviation shall constitute a material default under this Agreement if not cured within forty-five (45) calendar days or within such other mutually agreed upon timeframe, and shall afford CITY all lawful remedies it may have available to it, including without limitation the right to suspend Licensee's Make-Ready and installation operations and terminate Attachment Licenses for any non-compliant Attachments.

6.7 **Coordination of Make-Ready Efforts** In the event multiple entities have been granted Attachment Licenses for the same Pole and a disagreement arises between them as to construction and installation schedules, CITY shall have the right to require a representative of Licensee who has authority to agree on these issues to attend a meeting called by CITY to discuss and agree on these issues. Failure to reach an agreement shall result in mandatory submittal of these issues to mediation at the applicants' expense; provided, however, that if CITY in its reasonable discretion determines that Licensee is not bargaining in good faith, CITY may revoke or modify Licensee's Attachment License.

6.8 **Authority to Proceed** An Attachment License is not an authority to proceed with construction work on a Pole. Before beginning construction work on a Pole, Licensee shall give CITY not less than three (3) days written notice of the Pole location, the proposed date on which work will commence, and whether any electrical service interruptions or de-energizations will be required. If CITY does not approve of such date (such approval not to be unreasonably withheld, conditioned, or delayed), the parties shall mutually agree on a date for construction to take place and shall make all necessary arrangements and schedules for line and equipment de-energization. Licensee shall not begin construction work without authority to proceed from CITY, and shall comply with the agreed upon construction and de-energization schedule. Licensee shall be responsible for coordinating its efforts with CITY field inspection personnel and for any actions or notifications required by the CITY's Utilities Dispatch Center. LICENSEE SHALL INDEMNIFY CITY FROM ALL CLAIMS FOR LOSS, HARM, PROPERTY DAMAGE, AND BODILY INJURY OR DEATH IN CONNECTION WITH ANY WORK PERFORMED WITHOUT THE NOTICE AND ARRANGEMENTS CONTEMPLATED BY THIS PARAGRAPH.

6.9 **Service Interruptions** In the event Licensee's construction efforts require a scheduled interruption in CITY or Third Party User services or otherwise require de-energization of CITY lines, time shall be of the essence. If Licensee fails to comply with

the construction schedule as agreed upon pursuant to the preceding paragraph, CITY may opt to immediately revoke Licensee's Attachment License(s) for the Poles in question and restore the interrupted power and services at Licensee's sole Cost, unless Licensee's failure results from Force Majeure or through the fault of CITY or a Third Party User.

6.10 **Contractors** All contractor work for Make-Ready work in or around the Supply Space for the initial installation of all facilities, performed by or on behalf of Licensee pursuant to an Attachment License, shall be done by a Contractor approved by CITY. Licensee may propose new Contractors from time-to-time, and CITY shall approve such proposed Contractor unless there is a demonstrable reason for not approving such Contractor. Only orderly and competent workers shall be used. Neither Licensee's workers nor those of its Contractors may possess any weapon, or use, possess or be under the influence of any alcoholic or other intoxicating beverage, drug or controlled substance while performing any work on or around a Pole. If CITY finds any Licensee or contract worker to be incompetent, disorderly, in the possession of any weapon, or in the possession of or under the influence of alcohol or drugs, Licensee shall promptly remove such worker from all work on or around Poles, and may not again use such worker on work on or around Poles without the prior written consent of CITY.

6.11 **Materials** Should the Licensee be approved to undertake the electrical Make-Ready Construction, Licensee shall furnish all necessary materials and hardware including but not limited to: poles, crossarms, mounting hardware, guys, anchors, insulators, conductors, and any associated miscellaneous hardware. All materials used by Licensee for electrical Make-Ready work on Poles shall be obtained from CITY-approved vendors and shall be new and of good quality and free from known material defects. The use of attachment arms is prohibited without CITY's prior written consent.

6.12 **Licensee to Bear Costs** All Costs and expenses necessary to complete the Make-Ready construction, including the transfer of CITY facilities and Third Party User facilities, shall be borne entirely by Licensee except as set forth in paragraphs 6.3, 6.4, and 6.5, provided that such Make-Ready is required solely to accommodate Licensee. Licensee will not be required to pay any Make-Ready Costs required to repair pre-existing, non-grandfathered, safety violations of CITY or another attacher.

6.13 **CITY Property** Notwithstanding paragraphs 6.11 and 6.12, all Poles and materials installed in the Make-Ready process shall become and remain CITY's sole property, regardless of which entity procured or paid for it, with the exception of Licensee's facilities and equipment. Licensee shall execute any documents reasonably requested by CITY to evidence the transfer of title to such Poles and materials to CITY, and Licensee shall brand and tag all new poles to indicate CITY ownership. Licensee's performance of Make-Ready Work or payment of any Costs (A) shall in no way create or vest in Licensee any ownership right, title, or interest in any Pole or electrical facilities, (B) shall not entitle Licensee to any offsets, credits, payments, or income from CITY's operation of the Pole or facilities, (C) shall not alter or affect CITY's rights under this Agreement, including those under Article 13, or (D) shall not restrict CITY's ability to allow access to a Pole by

Third Party Users. Licensee's interest shall at all times remain a bare revocable license that is subject to the terms of this Agreement.

6.14 **Tree Trimming** Licensee shall be responsible for all tree trimming necessary for the safe and reliable installation, use, and maintenance of its Attachments, and to avoid stress on Poles caused by contact between tree limbs and Licensee's Attachments. All tree trimming shall be performed in accordance with the-then current CITY tree-trimming policies (to the extent not inconsistent with the terms and conditions of this Agreement), including without limitation those relating to owner notification and consent.

6.15 **Anchors and Guying** Licensee shall provide all anchors and guying necessary to accommodate the additional stress and load placed upon a Pole by its Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments, cables, or any other facilities on a Pole. Licensee shall not attach to any CITY anchors or guying. Anchors shall not be placed outside of the easement in which a Pole stands.

ARTICLE 7 INSTALLATION AND MAINTENANCE OF ATTACHMENTS

7.1 **Installation** Upon (A) completion of Make-Ready work, and (B) CITY's receipt of full payment of all sums owing to CITY, if any, for engineering, Make-Ready, and other Costs in connection with the applicable Pole, Licensee may affix its Attachments to the Pole as set forth in the Attachment License and Design Documents.

7.2 **Communication Space** Except as otherwise provided herein, all Attachments and Contacts on a Pole must remain in the Communications Space. Licensee operations in the Supply Space or in the space separating the Communication and Supply Spaces are prohibited. The Communications Space includes the space reserved for each attachment on a given pole. Each attachment or space reserved in the Communications Space shall have a maximum size of twelve (12) inches. Each thru-bolt type Attachment where the Pole is drilled and bolted to support cable and messenger or band used to support cable or messenger shall maintain a minimum of 12" vertical separation from adjacent bolts or bands.

7.3 **Maintenance** Licensee shall, at its sole expense, make and maintain its Attachments in a safe condition and in good repair including maintain tree trimming and clearances, and in such a manner as to not interfere with or interrupt CITY's lines, facilities, and services or with Third Party User attachments, facilities, and services.

7.4 **No Damage** Licensee shall not cause damage to CITY or Third Party User facilities or operations. If Licensee, its Contractors, agents, employees, or Attachments cause damage to CITY or Third Party User facilities or operations, Licensee assumes all responsibility for, and shall, as determined by CITY, either repair or promptly reimburse CITY or the Third Party User for all direct loss and expense caused by such damage.

Licensee shall immediately inform CITY and all damaged Third Party Users of any damage to their facilities.

7.5 **Sag and Mid-Span Clearances** Licensee shall leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that during the life of the Attachment minimum clearances are (A) achieved at Poles located on both sides of the span and (B) maintained throughout the span. A minimum clearance between surfaces must be maintained between Licensee's and others' Cables at mid-span and between Licensee's and others' Attachments and Pole Contacts on the Poles. Licensee will correct any clearance violations caused by its facilities or attachments. In no event will Licensee be responsible for clearance violations caused by any other party, including CITY.

7.6 **Climbing Space** An unobstructed climbing space must be maintained at all times on the face of all Poles as required by Electrical Code, as well as adequate ground access to Poles. All Attachments must be placed as to allow and maintain a clear and proper climbing space. Licensee shall place its Attachments on the same side of the Pole as the majority of existing Attachments, if any. Licensee is prohibited from Boxing on CITY poles. Notwithstanding the foregoing, in no event will Licensee be responsible for climbing space violations caused by any other party, including CITY.

7.7 **Tagging** Each Attachment shall be identified at all times by an identifying marker at each pole approved by CITY that, at minimum, (A) is permanent in duration and not degradable by rain or sunlight (B) has coloring and numbering or lettering unique to Licensee, and (C) is capable of being read unaided from the ground by a person with normal vision.

ARTICLE 8 MODIFICATION OF ATTACHMENTS

8.1 **No Unauthorized Modifications** Except for routine modifications as provided in Section 8.2, Licensee shall not change the type, nature, or location of any Attachment or alter its use of a Pole without prior written CITY consent. Any such unauthorized modifications shall be deemed an Unauthorized Attachment and the remedial provisions in Article 10 (Unauthorized Attachments) shall apply.

8.2 **Routine Modifications** Licensee does not need CITY consent for (A) changes incident to routine maintenance and repair; (B) installations of service drops; (C) removal of Licensee's Attachments; or (D) upgrades of existing equipment that do not materially alter pole loading or pole space utilization.

8.3 **CITY Mandated Modifications** Within 30 calendar days of written request by CITY or within such other mutually agreed upon timeframe, Licensee shall move or rearrange its Attachments in order to maximize the usable available Pole space and/or to accommodate CITY facilities. Licensee shall do so at its sole cost and risk, except that Licensee shall not be responsible for any costs or expenses incurred to relocate or alter its

Attachments to accommodate the Make-Ready work of other Third Party Users. If Licensee fails or refuses to comply with the directions of CITY to change, alter, improve, move, remove or rearrange any of its Attachments in accordance with this Agreement, CITY may then opt to change, alter, improve, move, remove or rearrange such Attachments without incurring any liability, except as provided in Article 16, to Licensee and at Licensee's sole cost and risk, or CITY may proceed under Article 13 of this Agreement.

8.4 Emergencies In case of an Emergency, including electrical service restorations, CITY may move, rearrange or transfer Licensee's Attachments, without notice and without liability to Licensee or to any other person, except as provided in Article 16. Licensee shall be responsible for all Costs and shall reimburse CITY for the costs CITY incurs relating to such work within forty-five (45) calendar days of the date CITY sends Licensee an invoice for such work. An "Emergency" is a condition that: (i) poses an immediate threat to the safety of utility workers or the public; (ii) materially and adversely interferes with the performance of CITY or another Third Party User's service obligations; or (iii) poses an immediate threat to the integrity of CITY or another Third Party User's Poles or equipment. As soon as practical thereafter, CITY shall notify Licensee of such events and actions.

8.5 Destroyed Poles If any Pole on which Licensee has an Attachment is substantially destroyed or damaged by fire, storm, accident, or otherwise, CITY shall be under no obligation to rebuild or replace such Pole, but may elect to terminate Licensee's Attachment License for such Pole without any liability to Licensee. CITY shall notify Licensee in writing of a termination under this paragraph, and Licensee shall be entitled to a pro-rata refund of any prepaid but unearned Annual Usage Charge attributable to the Attachments on such damaged or destroyed Pole. Nothing herein shall prohibit Licensee from repairing or replacing such damaged or destroyed Poles at Licensee's sole cost and expense if: (A) CITY elects not to repair or replace same, and (B) Licensee is permitted to do so under the City Code, the terms of Licensee's franchise, if applicable, and any applicable easements.

8.6 Pole Transfers

A. Licensee and CITY expressly agree that for the orderly management of public rights-of-way and aesthetic considerations, double poles shall be prohibited if a new Pole contains sufficient carrying capacity to support existing Pole attachments. If CITY replaces an existing Pole supporting an Attachment with a new Pole, CITY will provide at least 30 days advance written notice to Licensee that Licensee must transfer its Attachment to the new Pole. If mutually agreed upon and if reasonably feasible, CITY will transfer the Attachment to the replacement Pole when CITY transfers its own lines and facilities. Licensee may also notify the CITY in writing within 15 days of the notice that it does not desire to occupy the new Pole. Failure of Licensee to timely respond to CITY's notice shall be deemed an election to occupy the new Pole. If Licensee opts not to occupy the new Pole within 30 days, Licensee's Attachment License to the new replaced Pole shall terminate as of the date of replacement and as liquidated damages to CITY for

maintaining a double Pole, Licensee's attachment fees for the existing pole shall be two times (2x) the Annual Usage Fee, starting 30 days after the date of replacement. Should the double Pole become damaged or rotten, the City shall not be responsible for its replacement and the Licensee will need to make other arrangements for their facilities. Licensee shall not be entitled to a refund of any Annual Usage Charge as a result. For each Attachment transferred by CITY, Licensee shall pay a transfer Fee as set forth in Exhibit A, unless the transfer is the result of a Third Party User attachment request, in which case the Third Party User will pay for Licensee's transfer.

B. All Poles, including any new Poles that may be required shall be installed in the same line of existing poles unless it is technically infeasible to do so safely.

8.7 **Relocation** Upon at least 60 days advance written notice, Licensee agrees that it will bear all actual and reasonable Costs associated with the relocation or re-routing of its Attachments in the event CITY facilities are removed from a Pole and re-routed. In such event, CITY shall be under no obligation to maintain any Poles that no longer support CITY lines and may remove Licensee's Attachments when removing the abandoned Pole at Licensee's sole Cost and risk, if Licensee fails to relocate its facilities in a timely manner. CITY will afford Licensee the opportunity to relocate underground, at Licensee's expense, where reasonably practicable. City is not responsible for any negotiations for reimbursement for developer related relocations.

ARTICLE 9 INVENTORY AND INSPECTIONS

9.1 **Right to Inspect** CITY may inspect Licensee's work and Attachments at any time. CITY may conduct these inspections for any purpose relating to this Agreement, including without limitation: (A) determining compliance with the Design Documents or other design and installation requirements; or (B) determining compliance with Electrical Code. The making of an inspection by CITY shall not operate in any way to relieve Licensee or Licensee's insurers of any responsibility, duty, obligation, or liability under this Agreement or otherwise, nor does CITY's ability to make inspections relieve Licensee from its obligations to exercise due care in the operation and inspection of its Attachments.

9.2 **Compliance** In the event any inspection of an existing Attachment reveals that corrections or other actions are required of Licensee under this Agreement, including without limitation those required for reasons of safety or structural integrity, Licensee shall make such corrections or take the requested actions within 30 days after the date CITY sends Licensee a written notice informing Licensee of the corrections to be made. If such corrections cannot be made within 30 days, the parties will agree on a mutually acceptable timeframe. CITY may also perform such work without notice, at Licensee's sole Cost and risk, except as provided in Article 16, if CITY determines in its reasonable judgment and discretion that an Emergency does not permit full advance notice to Licensee. If Licensee fails or refuses to comply with the directions of CITY, the Attachment Licensee(s) for the

Attachments in question shall be terminated. In no event will Licensee be responsible for corrections of violations caused by another party, including CITY. CITY may opt to change, alter, improve, move, remove or rearrange such Attachments without incurring any liability to Licensee, except as provided in Article 16, and at Licensee's sole Cost and risk, or proceed under Article 13 of this Agreement.

9.3 **System-wide Inventory** Not more than once every 3 years, CITY may, but is under no obligation to, conduct a system-wide inventory of all Licensee Attachments and Third-Party User attachments on its Poles, for which Licensee shall bear its proportionate share of Costs with all other Licensee's and joint pole users. CITY will notify Licensee at least 90 days in advance of the times and places of such inventory, and Licensee may have representatives accompany CITY on the inventory. CITY may use the results of the inventory for purposes of calculating the Annual Usage Charge, but may also rely upon geographical grids or other mutually agreeable census to determine the correct count.

ARTICLE 10 UNAUTHORIZED ATTACHMENTS

10.1 **Unauthorized Attachments** Licensee shall not place any Attachments on a Pole or other CITY infrastructure except as authorized by an Attachment License. If one or more Unauthorized Attachments are discovered, Licensee shall comply with this Article 10 or, if Licensee fails to comply, CITY may, but shall not be required to, remove the Unauthorized Attachment without incurring any liability to Licensee and at Licensee's sole Cost, as described in this paragraph 10.1. With respect to any Unauthorized Attachment, CITY may opt to:

A. Require that Licensee remove such Unauthorized Attachment upon written notice or, if Licensee fails to do so as described in part B of this paragraph 10.1, remove such Attachment at Licensee's sole Cost and risk; or

B. Require that Licensee pay all costs to correct any Code or other violation, all inspection and engineering costs to field-check necessary Poles, Unauthorized Attachment Fees, with interest, for each unauthorized Attachment (as established in Exhibit "A" Pole Attachment Charges), and submit an Application for each such Unauthorized Attachment, together with the then-current Filing Fee and Annual Usage Charge for the current year. If such Penalty Fees, Application, and charges are not received by CITY within 30 days of notice of the Unauthorized Attachment, or such reasonable time under the circumstances, CITY may then opt to remove Licensee's Unauthorized Attachments pursuant to Part A. of paragraph 10.1. CITY reserves the right to immediately remove any Unauthorized Attachments that, in the CITY'S sole opinion, poses an imminent danger to electrical utility operations or the public.

10.2 **Remedies Cumulative** The remedies afforded CITY under this Article 10 are in addition to any civil or criminal penalties provided by City Ordinance, as amended.

10.3 **Ratification Must Be in Writing** No act or failure to act by CITY with respect to an Unauthorized Attachment or any other unauthorized use of CITY Poles or property shall be considered to be a ratification, licensing, or permitting of the unauthorized use, irrespective of any otherwise applicable doctrine of waiver or laches.

10.4 **Excessive Unauthorized Attachments** Following the first audit after the Effective Date, if CITY determines that Licensee has made more than 30 Unauthorized Attachments cumulatively during any Contract Year, Licensee shall be considered to be in material breach of this Agreement and CITY will have the right to terminate this Agreement and require removal of Licensee's Attachments in accordance with Article 13 of this Agreement. Licensee herein reserves the right to challenge any such termination and maintain its Attachments until such challenge is exhausted.

ARTICLE 11 ACCESS TO CONDUIT AND DUCTS

11.1 **Scope** CITY represents and warrants to Licensee that as of the Effective Date, CITY has not allowed any Third Party User to occupy CITY's electrical Ducts and Conduits. Nothing herein shall be construed as to require CITY to provide Licensee with access to CITY's electrical Ducts and Conduits.

ARTICLE 12 CUSTOMER INTERACTION

12.1 **Purpose** Licensee acknowledges that the scope of its proposed project and the amount of Make-Ready construction and Attachment installation it intends to undertake under this Agreement will require Licensee to make extensive and repeated intrusions onto the private property of CITY customers in order to access Poles. The purpose of this Article is to establish minimum standards of conduct with respect to property owners and CITY customers.

12.2 **Licensee Conduct** Before engaging in electrical Make-Ready or installation work on the property of a CITY customer (except for connections or disconnections of customer's service or doing maintenance on existing Licensee facilities), Licensee shall, at minimum:

- A. Provide CITY's Utility Dispatch Center (855) 528-4278 with notice of the times, locations, and nature of the work to be performed;
- B. Require all field crews, and those of its Contractors, to carry and distribute upon request information packets explaining in detail the nature, extent, and purpose of the work being done and listing the telephone number and web site where additional information can be found;

C. Establish and maintain a call-center telephone number during all hours during which field work is being done that is staffed by knowledgeable personnel who can answer and resolve customer questions and complaints concerning the work being done on their premises;

D. Require all field crews to wear I.D. badges that identify themselves as employees or Contractors of Licensee;

E. Have all vehicles used in field work bear logo of Licensee's Contractors or Licensee; and

F. Have readily available, during all hours in which field work is being done, one or more knowledgeable personnel who can communicate with and assist the City Manager's Office and City Council members regarding property owner complaints, and also have available qualified personnel to conduct on-site resolution of property owner complaints.

12.3 **No CITY Affiliation** Licensee, and its employees, Contractors, and agents shall not at any time represent themselves to the public, any CITY customer, or any resident as being associated with, having the permission of, or having been requested by the City of College Station to be on private property. Licensee shall inform any such persons that it is allowed to work on CITY Poles by virtue of state and federal law, not by voluntary association with the City of College Station.

12.4 **Service Interruptions** If applicable, Licensee shall provide written notice to affected CITY customers of any planned electrical service interruptions by Licensee's contractors that will affect them not less than 48 hours in advance of such interruption. Such notice shall contain the specific dates and times for such interruptions and the reasons therefor.

ARTICLE 13 TERMINATION

13.1 **Termination of Attachment Licenses** Attachment Licenses for specific Attachments shall terminate upon any of the following events or conditions:

A. Licensee has not completed all necessary Make-Ready work and Attachment installation within the later of (i) 120 days of issuance of the Attachment License (or such longer period as the parties may agree in writing) or (ii) 60 days after completion of all electrical Make-Ready work, unless Licensee and CITY agree in writing for a longer period;

B. Licensee removes the Attachment other than in the course of routine maintenance or replacement;

C. Licensee ceases to offer services, or provides services unlawfully, through the Attachment;

D. Licensee fails to comply with paragraphs 8.3, 8.7 or 9.2 of this Agreement, except as otherwise provided by those paragraphs.

13.2 **Right of Suspension** Except in the case of a *bona fide*, good faith dispute between the parties, if Licensee fails either to make any payment required under this Agreement, or to perform timely any material obligation under this Agreement, and such default continues for 30 days after the date the payment or performance is due if such cure can reasonably be completed within thirty (30) days, and if not, such cure has commenced and is being diligently and consistently pursued then, in addition to any other available right or remedy, CITY may, upon written notice to Licensee, immediately suspend all Attachment Licenses of Licensee hereunder until such time as the default is cured. The payment under protest of a disputed amount in order to avoid, or lift, suspension of Attachment Licenses shall not prejudice the rights of Licensee to continue the payment dispute. A suspension of Attachment Licenses under this paragraph shall not prevent Licensee from operating, maintaining, repairing or removing its existing Attachments, but Licensee shall not install any new or additional Attachments or make any changes to existing Attachments (except for removal or routine repair or maintenance necessary to continue to provide services to then-existing Licensee customers) during the period of suspension.

13.3 **Termination of Agreement by CITY** If Licensee fails either to pay any undisputed payment required under this Agreement, including timely payments to Contractors for Make-Ready Work, or timely perform any material obligation under this Agreement, and if such default has not been cured within three months of Licensee's receipt of written notice of default, or if such cure cannot reasonably be completed in three (3) months, cure has commenced and has been continuously and diligently pursued, CITY may terminate this Agreement and all Attachment Licenses upon written notice to Licensee. Upon receipt of a notice of termination, Licensee shall promptly begin the process of removing all Attachments from specified Poles. All such Attachments shall be removed within 90 days after the date of the notice of termination, or within such time as CITY may agree. Until all of Licensee's Attachments are removed, Licensee shall continue to comply with all of the terms of this Agreement and perform all of its duties and obligations hereunder, including without limitation the obligation to pay Annual Usage Charges for its Attachments. Such payment by Licensee or acceptance by CITY of Annual Usage Charges shall not act to cure the default that triggered the termination nor shall it reinstate this Agreement or Licensee's Attachment Licenses hereunder.

13.4 **Failure to Remove Attachments** If Licensee has not removed all its Attachments within the period of time specified in the preceding paragraph, or such additional period of time granted by CITY in writing, then CITY may remove Licensee's Attachments at Licensee's sole Cost and risk, in which event Licensee shall pay to CITY as liquidated damages, and not as a penalty, for the use and occupancy of CITY Poles a sum equal to five times (5x) the monthly Usage Rate for each Attachment or Pole Contact

for each month (or part thereof) until all such Attachments or Pole Contacts have been removed, in addition to the Annual Usage Fee. Alternatively, CITY may, in its reasonable discretion and upon written notice to Licensee, deem the Attachments to have been abandoned and assume ownership thereof.

13.5 **Termination of Agreement by Licensee** Licensee may terminate this Agreement upon 60 days written notice to CITY, in which event all Attachments shall be removed within 120 days after the date of the notice of termination or within such other time as CITY agrees. Until all of Licensee's Pole Attachments are removed, Licensee shall continue to comply with all of the terms of this Agreement and perform all of its duties and obligations hereunder, including without limitation the obligation to pay Annual Usage Charges for its Attachments. Termination by Licensee during a Contract Year shall not relieve Licensee from payment for the full Annual Usage Charge for that Contract Year or any other sums that it owes CITY.

13.6 **Survival** Licensee's obligations under this Article 13 shall survive termination of this Agreement.

ARTICLE 14 ASSIGNMENTS

14.1 **Written Consent Required** The rights granted by this License Agreement inure to the benefit of Licensee and shall not be assigned, transferred, sold or disposed of, in whole or in part, by voluntary sale, merger, consolidation or otherwise by force or involuntary sale, without the expressed prior written consent of the CITY, which consent shall not be unreasonable withheld, delayed or conditioned.

14.2 **Transfer of License Agreement** Notwithstanding the provisions of Section 14.1, a transfer of this License Agreement may occur without CITY approval in the following circumstance: (i) an assignment or transfer to entities that control, are controlled by, or are under common control with Licensee, or (ii) the acquisition of all or substantially all of Licensee's assets in the College Station, Texas market by reason of a merger, acquisition or other business reorganization. In order to effect an assignment of this License Agreement as listed in (i) and (ii) above without CITY approval, the Licensee must provide the CITY a Notice of Assumption at least thirty (30) days prior to the assignment which contractually binds the purchasing or acquiring party to meet all the obligations of this License Agreement.

14.3 **Leased Network Capacity** CITY acknowledges that Licensee's business plan may include leasing the capacity of its Network Facilities to Third Parties, often by long-term conveyances that extend for the entire useful life of the Network Facilities. Such long-term leases are agreed to be within the scope of Licensee's intended use and shall not be deemed assignments requiring CITY's consent, provided that Licensee has delegated none of its obligations under this License Agreement to the lessee of the Network Facilities, and CITY may continue to look solely to Licensee for performance hereunder.

14.4 **Institutional Mortgage or Lenders** Licensee may also assign this License Agreement, without CITY's consent and without prior notice to CITY, to an institutional mortgagee or lender providing financing to Licensee with respect to Licensee's Attachments, DAS Network or Network Facilities in the event such institutional mortgagee or lender exercises its foreclosure right against Licensee and operates the Attachments, DAS Network or Network Facilities; provided such institutional mortgagee or lender is capable of assuming all of the obligations of the Licensee under this License Agreement and further provided that any assignment will not be effective against CITY unless and until written notice of such assignment and exercise of rights is provided to CITY.

14.5 **Assignment by CITY** CITY may assign this Agreement in whole or in part without the consent of Licensee. CITY shall give Licensee written notice of the transaction within ten days after closing.

ARTICLE 15 SURETY

15.1 **Bond or Security** Within 45 days of the Effective Date of this Agreement, Licensee shall provide a Bond or other financial security satisfactory in form and content in the amount of \$4,000 for each 100 Poles for which Application is made to guarantee Licensee's obligations under this Agreement, including, but not limited to, the faithful payment of all of Licensee's obligations for rentals, fees, inspections, contracts, subcontracts, work, labor, equipment, supplies, materials, and the removal of Licensee's Attachments upon termination of this Agreement, or for any expense that may be incurred by CITY because of any default of Licensee. Licensee agrees to maintain the bond or other financial security in full force and effect during the entire term of this Agreement and until CITY is reimbursed for all Costs incurred as a result of removing Licensee's Attachments upon termination of this Agreement. The bond or other security shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or reasonably established by the CITY pursuant to applicable law. The amount of the bond or financial security does not operate as a limitation upon obligations of the Licensee under this Agreement.

ARTICLE 16 LIABILITY AND INDEMNITY

16.1 **CITY Liability** CITY reserves to itself the right to maintain and operate its Poles in such manner as will best enable it to fulfill its own service requirements. CITY shall not be liable for any damages incurred by Licensee for damage or interruption to its Attachments except for actual repair costs caused by the gross negligence or intentional misconduct of CITY; provided, however, that CITY shall not be liable to Licensee for material or financial loss resulting from any interruption of Licensee's service or for interference with the operation of Licensee's Attachments. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, ANY THIRD PARTY, OR ANY CUSTOMER OF THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR

CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE USE OF OR DAMAGE TO, LICENSEE'S FACILITIES, OR THIS AGREEMENT.

16.2 **No Warranties by CITY** Licensee is expected to inspect the Poles on which its Attachments will be placed and shall rely solely on such inspection to determine the suitability of the Poles for its purposes. CITY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY POLE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACCEPTS THE USE OF ALL POLES AS IS-WHERE IS, AND WITH ALL FAULTS, EXCEPT AS OTHERWISE PROVIDED HEREIN.

16.3 **Unsafe Poles** Licensee acknowledges and agrees CITY does not warrant the condition or safety of CITY's Poles, or the premises surrounding the Poles, and LICENSEE HEREBY ASSUMES ALL RISKS OF, AND INDEMNIFIES CITY FROM, ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY LICENSEE'S, OR LICENSEE'S CONTRACTORS' OR SUBCONTRACTORS' USE OF THE POLES AND ASSOCIATED FACILITIES AND EQUIPMENT ON, WITHIN, OR SURROUNDING THE POLES. Licensee expressly agrees it will undertake responsibility for inspecting and evaluating the condition of any Pole before allowing any employees, whether those of Licensee or Licensee's Contractors or Subcontractors, to climb or otherwise work on such Pole. If Licensee discovers any Poles that are rotten or otherwise unsafe for climbing or for Attachment installation, Licensee shall report any unsafe condition to CITY immediately. Licensee further acknowledges CITY does not warrant all poles are properly labeled, and agrees CITY is not liable for any injuries or damages caused by or in connection with missing labels or otherwise improperly labeled poles. Licensee further agrees to notify CITY immediately if labels or tags are missing or otherwise improper.

16.4 **Dangerous Nature of the Work** Licensee acknowledges in performing the work contemplated by this Agreement, Licensee and its agents, servants, employees, Contractors and Subcontractors will work near electrically energized lines, transformers, and other electrical equipment, and it is the intention the power flowing through such facilities will not be interrupted except by CITY. Licensee shall ensure its employees, servants, agents, Contractors and Subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of CITY, and the general public, from harm or injury while performing work permitted by this Agreement. In addition, Licensee shall furnish its employees, and shall require its agents, Contractors and Subcontractors to furnish their employees, with competent supervision and sufficient and adequate personal protective equipment, tools and other equipment for their work to be performed in a safe manner. Licensee further warrants it is apprised of, conscious of, and understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION OR FALLS) inherent in the work necessary to make installations on CITY's Poles by Licensee's employees, servants, agents, Contractors and Subcontractors, and accepts as its duty and sole responsibility to notify and inform Licensee's employees, and to require its

agents, Contractors and Subcontractors to inform their employees of such dangers and to keep them informed regarding same.

16.5 **Disclaimer of Liability** CITY shall not at any time be required to pay from its own funds for injury or damage occurring to any person or property from any cause whatsoever arising out of Licensee's construction, reconstruction, maintenance, repair, use, operation, condition or dismantling of Licensee's system or Licensee's provision of service.

16.6 **Indemnification** Licensee shall, at its sole cost and expense, fully indemnify, defend and hold harmless CITY, its officers, employees, volunteers, agents, contractors, and subcontractors, (CITY and such other persons and entities being collectively referred to herein as "Indemnitees"), from and against:

16.6.1 Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Licensee, its personnel, employees, agents, contractors, subcontractors or Affiliates, resulting in economic harm, personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, reconstruction, installation, operation, maintenance or condition of Licensee's Facilities or other property of Licensee or its Affiliates and any other facilities authorized by or Permitted under this Agreement (including those arising from any matter contained in or resulting from the transmission of programming over the Communications Facilities, but excluding any programming provided by the Indemnitees' Communications Services or other services authorized by or Permitted under this Agreement); the release of hazardous substances, or; the failure to comply with any Federal, State or local statute, law, code, ordinance or regulation.

16.6.2 Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Licensee, its contractors or subcontractors, for the installation, construction, reconstruction, operation or maintenance of Licensee's Facilities (and any other facilities

authorized by or Permitted under this Agreement or provision of Communications Services or other services authorized by or Permitted under this Agreement), and, upon the written request of CITY, Licensee shall cause such claim or lien covering CITY's property to be discharged or bonded within thirty (30) days following such request.

16.6.3 Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Licensee or its Affiliates for violations of the common law or any laws, statutes, or regulations of the State of Texas or the United States, including those of the Federal Securities and Exchange Commission, whether by Licensee or otherwise.

16.6.4 Licensee's obligations to indemnify Indemnitees under this Agreement shall not extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more indemnitees. In such case the obligation to indemnify shall be reduced in proportion to the negligence of the Indemnitees. By entering into this Agreement, CITY does not consent to suit, waive its governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act.

16.6.5 This Section 16.6 Survives the termination of this License Agreement.

16.7 Assumption of Risk Licensee undertakes and assumes for its officers, agents, contractors and subcontractors and employees (collectively "Licensee" for the purpose of this Section), all risk of dangerous conditions, if any, on or about any CITY-owned or controlled property, the streets and public ways, and Licensee hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitees' gross negligence) arising out of Licensee's installation, operation, maintenance or condition of the Communication Facilities or other facilities or Licensee's failure to comply with any Federal, State or local statute, law, code, ordinance or regulation.

16.8 Defense of Indemnitees In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Licensee shall, upon notice from any of the Indemnitees, at Licensee's sole cost and expense, resist and defend the same with legal counsel selected by Licensee and consented to by CITY, such consent not to be unreasonably withheld; provided, however, that Licensee shall not admit liability in any such matter on behalf of

the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Licensee.

16.9 **Notice, Cooperation and Expenses** The Indemnitees shall give Licensee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Article 16. Nothing herein shall be deemed to prevent the Indemnitees at their own expense from cooperating with Licensee and participating in the defense of any litigation by their own counsel.

16.10 **Other Indemnification Provisions** No indemnification provision contained in this Article shall be construed in any way to limit any other indemnification provision contained in this Agreement.

16.11 **Survival** This Article 16 shall survive the termination of this License Agreement.

ARTICLE 17 INSURANCE

17.1 **Insurance Required** During the term of this Agreement, and at all times thereafter when LICENSEE is occupying or using the licensed areas in any way, LICENSEE shall at all times carry insurance issued by companies duly licensed and authorized to provide insurance in the State of Texas rated at least A VIII under the A. M. Best rating system, and approved by CITY (which approval shall not be unreasonably withheld) to protect LICENSEE and the CITY from and against any and all claims, demands, actions, judgments, costs, expenses, or liabilities of every kind that may arise, directly or indirectly, from or by reason of losses, injuries, or damages described in this Agreement. The CITY reserves the right to review the insurance requirements and to reasonably adjust insurance and limits when the CITY determines that changes in statutory law, court decisions, or the claims history of the industry or the LICENSEE require adjustment of the coverage.

17.2 **Minimum Coverages** At a minimum, Licensee shall carry and maintain the following policies and shall furnish the CITY Risk Manager Certificates of Insurance on the most current State of Texas Department of Insurance-approved certificate form as evidence thereof.

A. Commercial General Liability coverage with minimum limits of liability of \$2,000,000 per occurrence and \$2,000,000 aggregate. The policy shall contain no exclusions without specific reference to same, and shall include coverage for products and completed operations liability; independent contractor's liability; personal & advertising injury liability; and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

B. Workers' Compensation coverage with statutory limits of liability as set forth in the Texas Workers' Compensation Act and Employer's Liability coverage, or its equivalent, of not less than \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 per disease per employee;

C. Business Automobile Liability Insurance for any vehicles, owned vehicles, non-owned vehicles, scheduled vehicles and hired vehicles with a minimum combined single limit of liability of \$2,000,000.

D. Pollution liability insurance which provides coverage for sudden and accidental environmental contamination with minimum limits of liability of \$5,000,000.

E. Umbrella or Excess Liability insurance with minimum limits of \$5,000,000 combined single limit per occurrence, and \$5,000,000 aggregate.

17.3 **CITY as Additional Insured** All policies, except for Workers' Compensation policies, or its equivalent, shall list the CITY and all associated, affiliated, allied and subsidiary entities of CITY, now existing or hereafter created, and their respective officers, employees, volunteers, agents, and contractors, as their respective interests may appear, as Additional Insureds (CITY and such other persons and entities being collectively referred to herein as "Additional Insureds") and shall include cross-liability coverage. Should any of the policies be canceled before the expiration date thereof, written notice shall be given to the City's Risk Manager in accordance with the policy provisions. The "other insurance" clause shall not apply to the CITY; it being the intention of the parties that the above policies covering Licensee and the Additional Insureds shall be considered primary coverage. Each policy shall contain a waiver of all rights of recovery or subrogation against CITY, its officers, agents, employees, volunteers and elected officials.

17.4 **Occurrence Basis Policies** All insurance policies other than those for workers' compensation must be occurrence-based. Claims-made policies will not be accepted.

17.5 **Combining Policy Amounts** The coverage amounts set forth in this section may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated and the umbrella policy follows the form, or its terms and conditions are at least as broad as those of the primary policies.

17.6 **Insurance Primary** All policies of the Licensee shall be primary, and any policy of insurance or self-insurance purchased or held by the CITY now or in the future shall be non-contributory. The term "policy of insurance" as applied to the Additional Insureds shall include any self-insurance program, self-insured retention or deductible, or

risk pool program or an indemnification, defense, or similar program purchased or maintained by CITY and Additional Insureds.

17.7 **Contractors** Licensee shall be fully liable for any Contractor or Subcontractor retained by Licensee to perform work or services for Licensee under this Agreement, as a condition of being granted access to Poles and City property.

17.8 **No Right of Recovery Against City** This Article creates no right of recovery of an insurer against the CITY. The required insurance policies shall protect the LICENSEE and the CITY. The insurance shall be primary coverage for losses covered by the policies.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 **Integration** This Agreement constitutes the entire understanding of the parties relating to the use of Utility Poles hereunder; and there shall be no modification or waiver hereof except by writing, signed by the party asserted to be bound thereby. There are no oral representations or agreements between the parties. All previous agreements, correspondence, statements, and negotiations are superseded by this Agreement.

18.2 **No Waiver** The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in duly force and effect.

18.3 **Applicable Law** The parties hereto agree and intend that all disputes that may arise from, out of, under or respecting the terms and conditions of this Agreement, or concerning the rights or obligations of the parties hereunder, or respecting any performance or failure of performance by either party hereunder, shall be governed by the laws of the State of Texas, without application of its Conflict of Laws provisions. The parties further agree and intend that venue shall be proper and shall lie exclusively in state or federal court with jurisdiction in Brazos County, Texas, except where otherwise provided herein and except where the Texas Public Utilities Commission lawfully has jurisdiction.

18.4 **Severability** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants and provisions of this Agreement shall remain in full force and effect.

18.5 **Payments & Interest** All monetary payments under this Agreement shall be due and payable within 45 days after receipt of invoice. All overdue balances shall accrue interest at the rate of 1% per month from the due date until paid, or the maximum rate allowed by law, whichever is less.

18.6 **Amending Agreement** Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed, or altered except in writing signed by authorized representatives of both Parties.

18.7 **Dispute Resolution** This procedure shall govern any dispute resolution process between CITY and Licensee arising from or related to the subject matter of this Agreement that is not resolved by agreement between their respective personnel responsible for day-to-day administration and performance of this Agreement. Upon mutual agreement of the Parties, prior to the filing of any suit with respect to such a dispute, other than a suit seeking injunctive relief with respect to intellectual property rights, the Party believing itself aggrieved (“the Invoking Party”) will call for progressive management involvement in the dispute negotiation by giving written notice to the other Party. Such a notice will be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement. CITY and Licensee will use their best efforts to arrange personal meetings and telephone conferences as needed, at mutually convenient times and places, between their negotiators. If a resolution is not achieved by negotiators at the final management level within allotted reasonable amount of time, then either Party may within ten (10) business days thereafter request non-binding mediation to resolve the dispute. The mediation shall take place in a location mutually agreed to by the Parties. The allotted period for completion of the mediation shall be thirty (30) calendar days. Notwithstanding the foregoing, either Party may file an action in a court of competent jurisdiction within the State of Texas to resolve the dispute at any time unless otherwise agreed.

18.8 **Receivership, Foreclosure, or Bankruptcy** Licensee shall notify CITY not later than thirty (30) days of the filing of a receivership, reorganization, bankruptcy or other such action or proceeding by or against Licensee. The rights granted to Licensee hereunder, at the option of CITY shall cease and terminate one hundred twenty (120) days after the appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Licensee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

18.8.1 to the extent permitted by law, within one hundred twenty (120) days after their election or appointment, such receivers or trustees shall have complied fully with all the terms and provisions of this Agreement granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all defaults under the Agreement, if any; and

18.8.2 to the extent permitted by law, within said one hundred twenty (120) days, such receivers or trustees shall execute an agreement duly approved by CITY having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Agreement.

18.8.3 In the case of foreclosure or other judicial sale of the plant, property and equipment of Licensee, or any part thereof, including or excluding this

Agreement, CITY may serve notice of termination upon Licensee and the successful bidder at such sale, in which event the Agreement herein granted and all rights and privileges of the Agreement hereunder shall cease and terminate thirty (30) days after service of such notice, unless:

18.8.4 CITY shall have approved the transfer of this Agreement, as and in the manner in this Agreement provided; and

18.8.5 Unless such successful bidder shall have agreed with CITY to assume and be bound by all the terms and conditions to this Agreement.

18.9 **Incorporation of Recitals and Appendices** The Recitals stated above and all appendices, attachments, and exhibits to this Agreement are incorporated into and constitute part of this Agreement.

18.10 **Contractors and Agents Bound** Licensee shall be fully liable for any contractor or subcontractor retained by Licensee to perform work or services for Licensee under this Agreement, as a condition of being granted access to Poles and City property.

18.11 **No Third Party Beneficiaries** The terms and provisions of this Agreement are intended to be for the benefit of CITY and Licensee except as otherwise provided in this Agreement, and nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties to this Agreement, any benefits, rights or remedies under or by reason of this Agreement.

18.12 **Emergency Contact** Each Party shall maintain a staffed 24-hour emergency telephone number where a Party can contact the other Party to report damage to the other Party's Facilities or other situations requiring immediate communications between the Parties. Failure to maintain an emergency contact shall subject the Licensee to a charge equal to the actual costs incurred by CITY per incident and shall eliminate CITY's liability to Licensee for any actions that CITY deems reasonably necessary given the specific circumstances.

18.13 **Notices** When notice is required to be given under this Agreement by either party, it shall be in writing mailed or delivered to the other party at the following address or to such other address as either party may from time to time designate in writing for that purpose. All notices shall be effective upon receipt.

City

City of College Station
Attn: Director of Electric Utilities
P.O. Box 9960
1601 Graham Rd.
College Station, TX 77842
Phone (979) 764-3439

With a copy to:

City of College Station
Attn: City Attorney
P.O. Box 9960
College Station, TX 77842

Licensee

Suddenlink Communications
Attn: Thomas Way
4114 East 29th Street
Bryan, TX 77802
(979) 595-2410

With a copy to:

Suddenlink Communications
Attn: Legal Department
520 Maryville Center Drive Suite 300
St. Louis, MO 63141

[Remainder of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement at College Station, Brazos County, Texas through their duly authorized representatives.

AGREED:

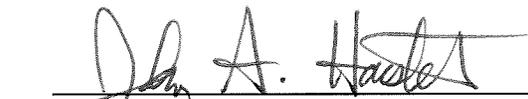
**CEBRIDGE ACQUISITION, L.P.,
d/b/a Suddenlink Communications**

By: 
Printed Name: John E. Fuhler
Title: Senior V.P. Fiscal Operations
Date: 5/28/2015

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:



City Attorney
Date: 5-29-15

LIST OF EXHIBITS

Exhibit A – Pole Attachment Charges

Exhibit B – Construction Guidelines (Pole Attachment Specifications)

Exhibit C – Licensee’s Certificates of Insurance

EXHIBIT A
POLE ATTACHMENT CHARGES

In order to ensure prompt processing of applications, Licensee must submit all required information with each application in accordance with terms and conditions of the Infrastructure Usage Agreement and applicable departmental procedures. Licensee will be subject to the following rates for billable services. Rates may be adjusted by City of College Station (COCS) once per year for the term of the contract.

RATES FOR BILLABLE SERVICES				
TYPE OF FEE	BASE RATE	OVERTIME CHARGE	HOLIDAY CHARGE	ADDITIONAL INFORMATION
Filing Fee	\$30/pole	N/A	N/A	Filing fees are charged for each application. The scope of an application shall not exceed 200 poles.
Make Ready Assessment/Report	Actual costs of COCS and subcontractors include G&A and OH	Actual costs of COCS and subcontractors include G&A and OH, and overtime premium	Actual costs of COCS and subcontractors include G&A and OH, and overtime premium	COCS may provide labor and hire such subcontractors as necessary to complete make ready assessments and reports.
COCS Support Personnel and Engineers	\$35.00-\$66.00/HR	\$58.90-\$168.30/HR	\$70.45-\$201.30/HR	The charge for COCS personnel is the billable hourly rate, with premiums for over-time and
Paper Maps of Pole Locations	\$8.00 Each			Maps are a maximum size of 24" by 36" and will show the landbase and pole locations only.
Transfer Fee	Direct Costs + overhead & general/administrative costs; \$100 minimum charge for each category	Direct Costs + overhead & general/administrative costs; \$100 minimum charge for each category	Direct Costs + overhead & general/administrative costs; \$100 minimum charge for each category	
Pole Change Out Fee	Direct Costs + overhead & general/administrative costs; \$100 minimum charge for each category	Direct Costs + overhead & general/administrative costs; \$100 minimum charge for each category	Direct Costs + overhead & general/administrative costs; \$100 minimum charge for each category	
Construction Assistance Fee	Direct Costs + overhead & general/administrative costs; \$100 minimum charge for each category	Direct Costs + overhead & general/administrative costs; \$100 minimum charge for each category	Direct Costs + overhead & general/administrative costs; \$100 minimum charge for each category	
Pole Loading Analysis Fee	\$75-\$225 per pole	N/A	N/A	
Unauthorized Attachment Fee	5 times the current annual pole attachment fee	N/A	N/A	
Mileage associated with COCS personnel support	Mileage will be billed at the current Internal Revenue Service allowable rate			

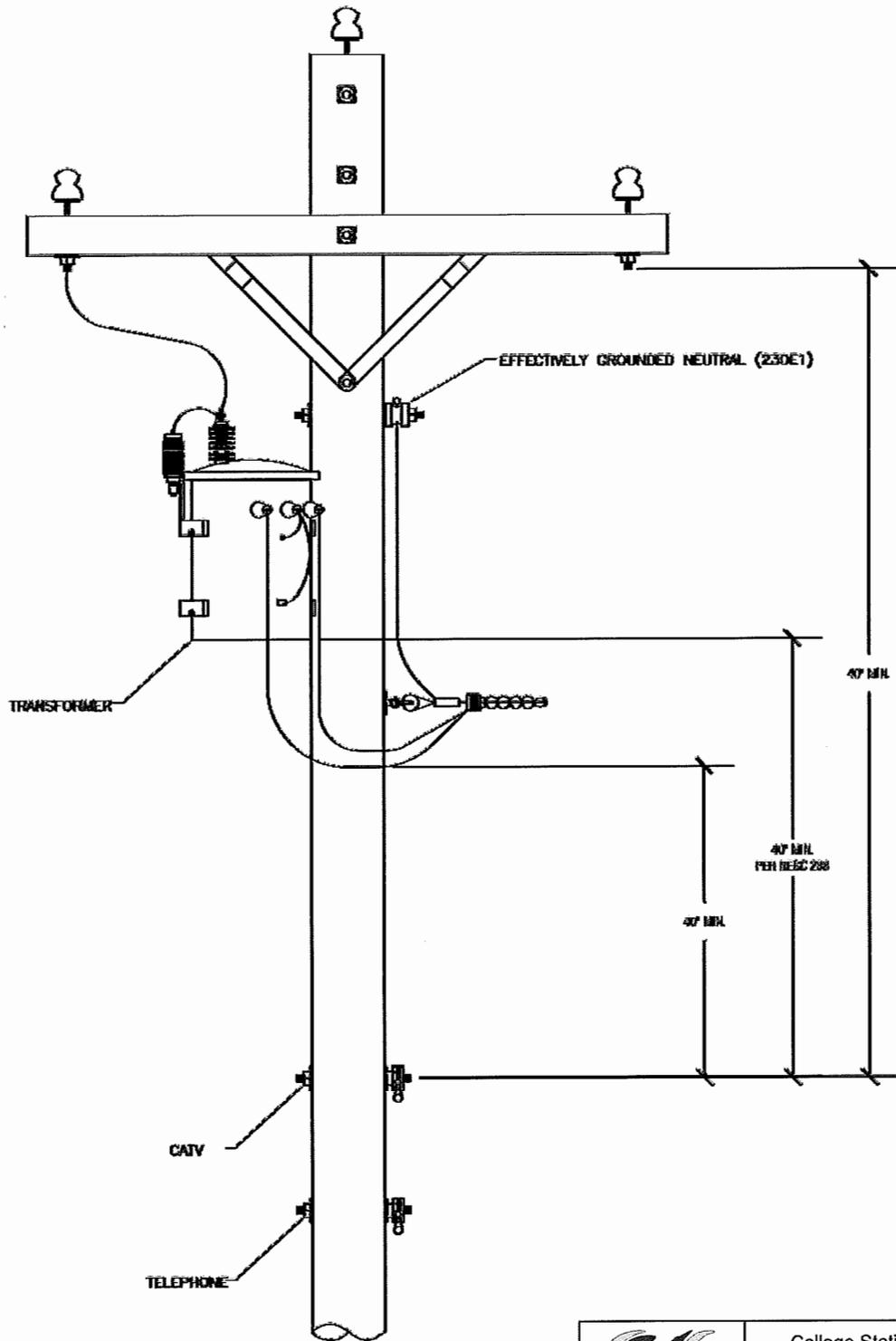
In the event of conflict between this Exhibit and the then-current City Ordinance regulating Attachment Fees, the City Ordinance Controls.

EXHIBIT B
CONSTRUCTION GUIDELINES
(Pole Attachment Specifications)

...

NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

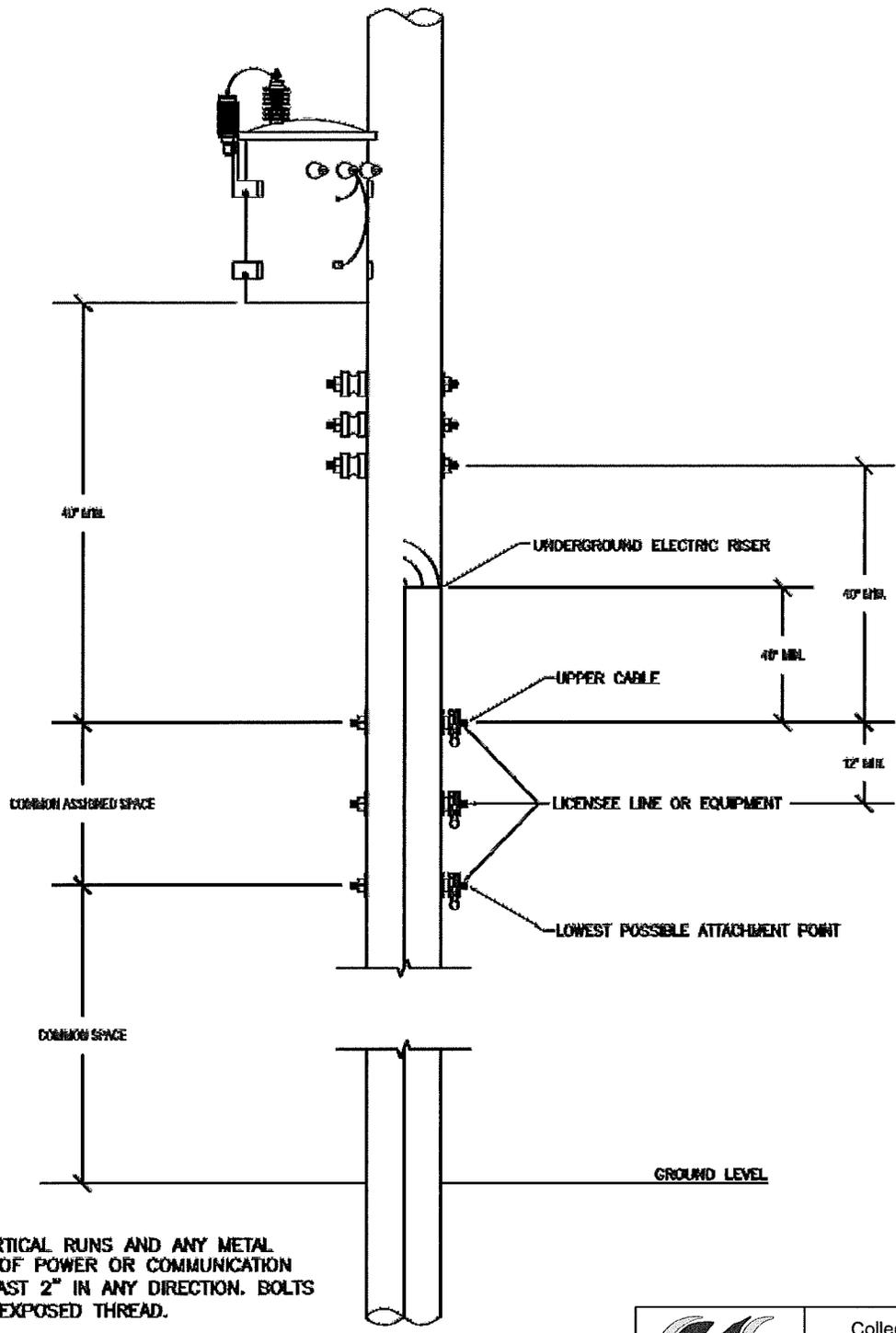


NOTE 1:
 1. REFER TO THE ATTACHED UTILITY CONSTRUCTION STANDARDS, OR OBTAIN THE APPLICABLE CONSTRUCTION STANDARDS FROM UTILITY IN ACCORDANCE WITH THE AFFECTED UTILITY'S REQUIREMENTS.

2. APPLY THE UTILITY CONSTRUCTION STANDARDS IN COORDINATION OF THE APPLICABLE NESC, NEC OR STATE STATUE CODE REQUIREMENTS.

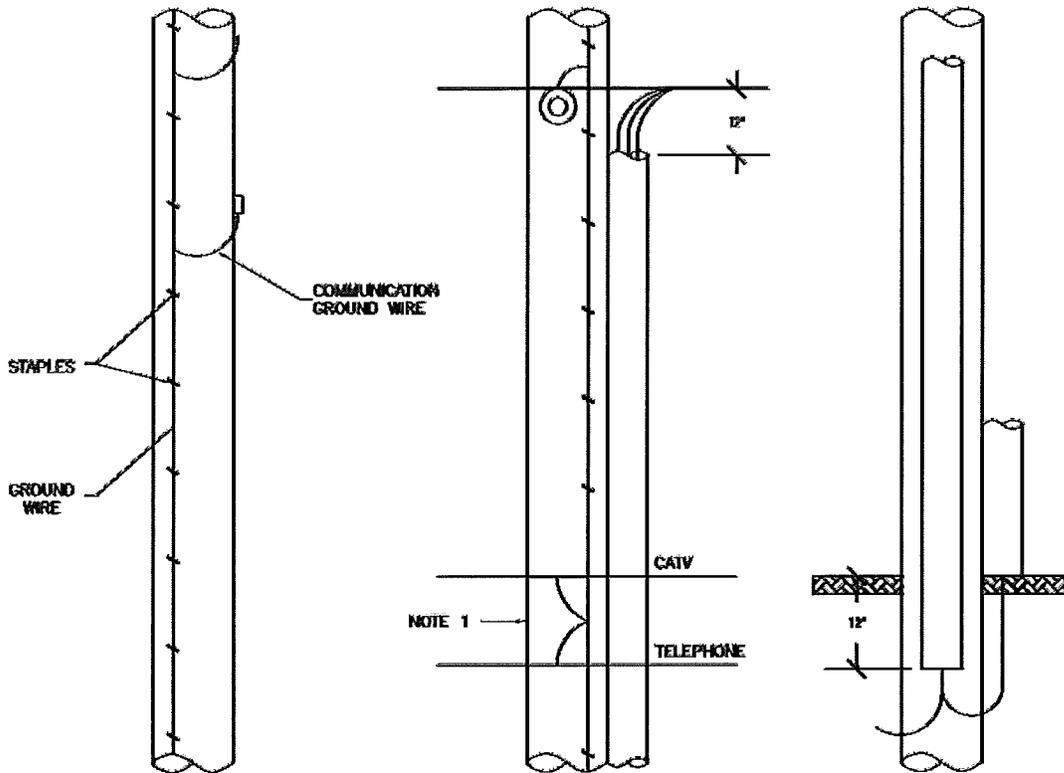
3. SEE DRAWING A-02 FOR ADDITIONAL NOTES.

 College Station Utilities	College Station Utilities Pole Attachment Specification Page-01 Approved June 2014	
	NTS	A 03/15/2013
POLE ATTACHMENTS		
OVERHEAD MINIMUM CLEARANCES		
PAGE 01		A-01



- NOTE 1:**
1. SEPARATION BETWEEN VERTICAL RUNS AND ANY METAL PARTS OR THROUGH BOLTS OF POWER OR COMMUNICATION EQUIPMENT SHALL BE AT LEAST 2" IN ANY DIRECTION. BOLTS SHALL HAVE LESS THAN 2" EXPOSED THREAD.
 2. NO COMMUNICATION EQUIPMENT SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.
 3. THE ABOVE CLEARANCES MAY HAVE TO BE INCREASED TO ALLOW FOR CODE CLEARANCE REQUIREMENT IN MID SPAN.
 4. LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENTS CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENT, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

 College Station Utilities	College Station Utilities Pole Attachment Specification Page-02 Approved June 2014	
	NTS	A
POLE ATTACHMENTS		
OVERHEAD MINIMUM CLEARANCES		
PAGE 02		A-02



NO COMMUNICATION EQUIPMENT SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

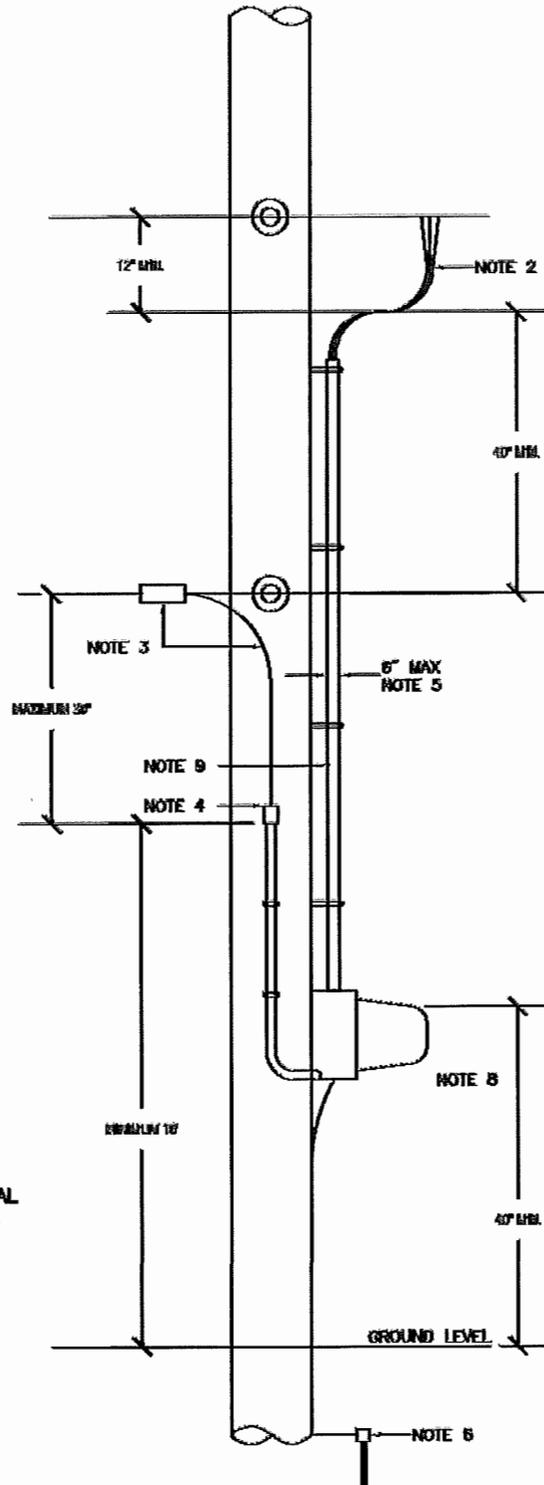
NOTE 1:

1. LICENSEE SHALL BOND TO UTILITY POLE GROUND WHEREVER UTILITY HAS A DOWN GROUND ON THE POLE. IF THE GROUND IS UNDER THE METAL U-GUARD, CONTACT UTILITY TO MAKE THE GROUND CONNECTION.
2. IF NO POLE GROUND EXISTS INSTALL A POLE DOWN GROUND ON THE POLE. PROTECT THE POLE GROUND WITH A GROUND WIRE MOULDING. TOP OF GROUND ROD SHALL BE AT LEAST 6" BELOW GRADE.
3. BOND WIRE SHALL BE #6 BARE COPPER OR LARGER. IF BOND WIRE IS UNSUPPORTED MORE THAN 12" LONG, STAPLE TO POLE.
4. WHEN COMMUNICATION'S ARE UNDERGROUND, THE POWER IS OVERHEAD AND IT IS REQUIRED THAT THE COMMUNICATIONS GROUND BE INTERCONNECTED TO THE POWER SUPPLY GROUND, THE CONNECTION SHALL BE MADE BELOW GRADE.
5. IN NO CASE SHALL LINCENSEE GROUND BE CONNECTED TO GUYS/ANCHORS.
6. IF A NEUTRAL ISOLATION DEVICE IS INSTALLED ON THIS POLE THE ATTACHER MUST CONTACT UTILITY FOR SPECIAL GROUNDING INSTRUCTIONS.
7. LICENSEE'S MESSENGER CABLE SHALL BE BONDED TO UTILITY'S POLE GROUND WIRE AT EACH POLE THAT HAS A GROUND WIRE.

 College Station Utilities	College Station Utilities Pole Attachment Specification Page-03 Approved June 2014	
	NTS	A 03/15/2013
POLE ATTACHMENTS		
GROUNDING CONNECTIONS		
PAGE 03		A-03

NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.



NOTE 1:

1. THIS INSTALLATION SHALL COMPLY WITH ALL APPLICABLE ELECTRICAL CODES AND STATE, CITY, VILLAGE, TOWN, AND UTILITY REQUIREMENTS.

2. SERVICE ENTRANCE CONDUCTORS SHALL EXTEND 30" BEYOND WEATHERHEAD AND HAVE 600 VOLT RATED INSULATION.

3. COMMUNICATION POWER SUPPLY CABLE.

4. COMMUNICATION POWER SUPPLY.

5. 6" MAXIMUM BETWEEN SERVICE ENTRANCE CONDUIT AND COMMUNICATIONS CABLE, IF POSSIBLE.

6. GROUNDING SHALL BE IN ACCORDANCE WITH NATIONAL ELECTRIC CODE ARTICLE 250. TOP OF ROD TO BE 6" BELOW GRADE.

7. LOCATION OF ALL LICENSEE EQUIPMENT IS TO BE APPROVED BY UTILITY AND SHALL BE RELOCATED BY LICENSEE IF INCORRECT.

8. PROOF OF COMPLIANCE SHALL BE APPROPRIATELY CERTIFIED. INSTALL DISCONNECT AND OVERCURRENT PROTECTION WITH METER.

9. ALL RISERS ON POLES WILL BE PLACED IN RIGID STEEL OR ALUMINUM METALLIC CONDUIT ON THE QUARTER FACES OF THE POLE.

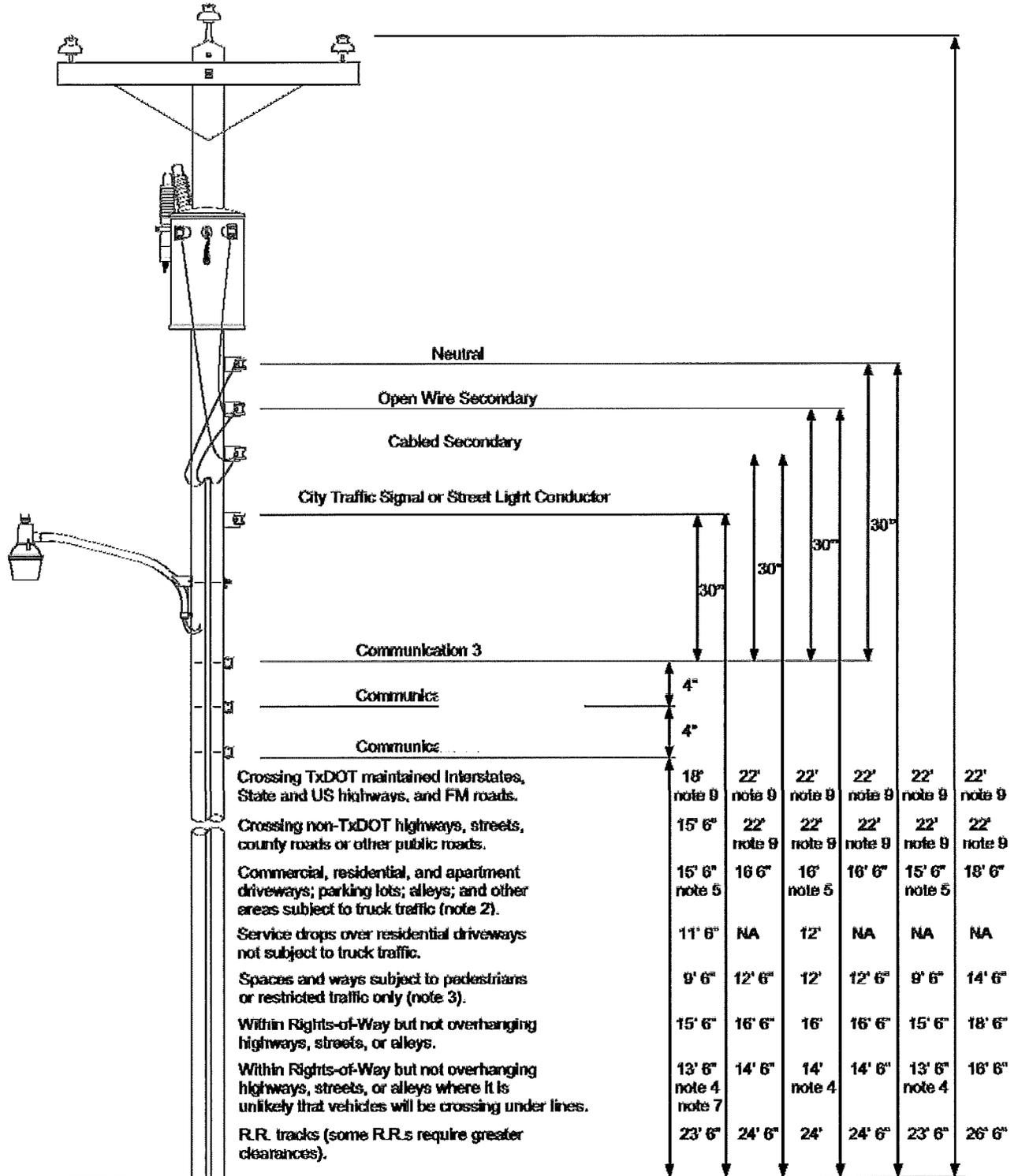
10. THIS SERVICE DETAIL APPLIES TO ALL COMMERCIAL USERS REQUIRING POWER FOR POLE MOUNTED DEVICES.



College Station Utilities
Pole Attachment Specification
Page-04
Approved June 2014

NTS	A	03/15/2013
POLE ATTACHMENTS		
POWER SERVICE		
PAGE 04	A-05	

Supply and Communication Clearances at Midspan



 College Station Utilities	College Station Utilities Pole Attachment Specification Page-05 Approved June 2014	
	NTS	06/24/2014
POLE ATTACHMENTS SUPPLY & COMMUNICATION CLEARANCES AT MIDSPAN		
PAGE 05		

Supply and Communication Clearances at Midspan

Notes:

1. General

- a. Vertical clearances shall be maintained under the following conductor temperature and loading conditions, whichever produces the largest final sag:
 - 1. 120° F, no wind.
 - 2. The maximum conductor temperature for which the line is designed to operate, if greater than 120° F, no wind.
 - 3. 32° F, no wind with ½" radial thickness of ice.
- b. Greater clearances than shown shall be provided where required by local codes and ordinances or crossing permits issued by other companies or governmental agencies.

2. Trucks are defined as any vehicle exceeding 8 feet in height. Areas not subject to truck traffic are areas where truck traffic is not normally encountered nor reasonably anticipated.

3. Spaces and ways subject to pedestrians or restricted traffic only are those areas where riders on horseback or other large animals, vehicles or other mobile units exceeding 8 feet in height are prohibited by regulation or permanent terrain configurations or are otherwise not normally encountered nor reasonably anticipated.

4. Where a supply or communication line along a road is located relative to fences, ditches, embankments, etc., so that the ground under the line would not be expected to be traveled except by pedestrians, this clearance may be reduced to the following values:

- | | |
|---|---------|
| a. Insulated communication conductor and communication cables | 9.5ft. |
| b. Cabled supply conductors 0-150 V to ground | 10.0ft. |
| c. Insulated supply conductors 0-300 V to ground | 12.5ft. |
| d. Grounded guys | 9.5ft. |
| e. Neutral supply conductor | 9.5ft. |

5. Where this construction crosses over or runs along driveways, parking lots or alleys not subject to track traffic, this clearance may be reduced to 15 feet.

6. When designing a line to accommodate oversized vehicles, these clearance values shall be increased by the difference between the known height of the oversized vehicle and 14 feet.

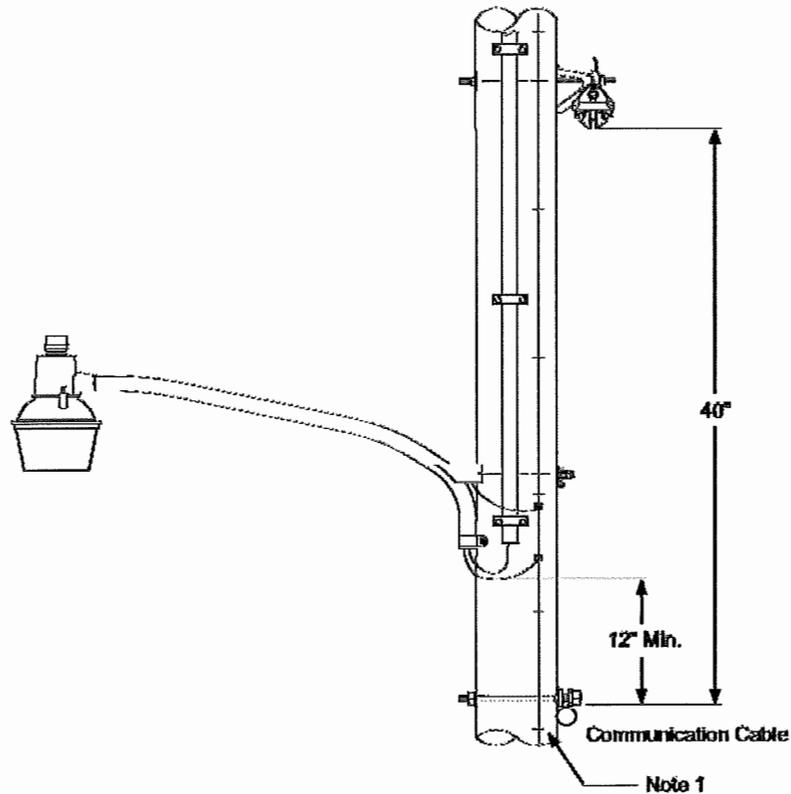
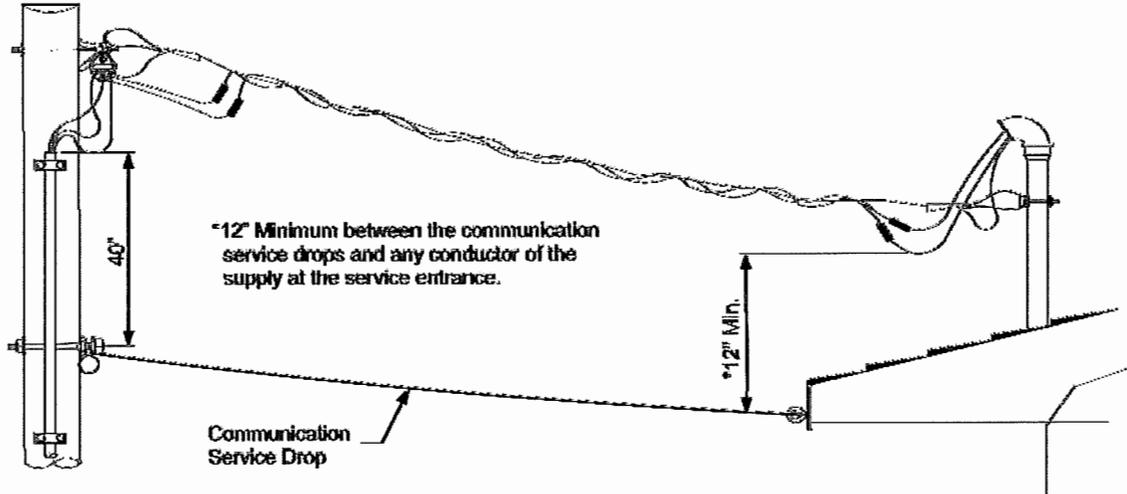
7. This clearance may be reduced to 13 feet for insulated communication conductors and communication guys.

8. ****See COCS drawing #7 for clearance between supply and communication service drops.**

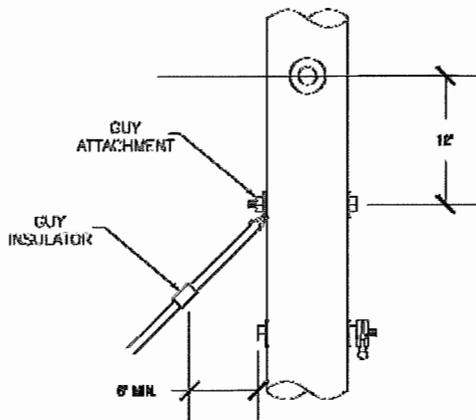
9. The clearance requirement for wires, conductors, or cables crossing over interstates highways, streets, county or other public roads have been modified from those defined by the NESC in order to comply with the requirements defined by the Administrative Authority.

 College Station Utilities	College Station Utilities Pole Attachment Specification Page-06 Approved June 2014	
	NTS	06/24/2014
POLE ATTACHMENTS		
Supply & Communication Clearances at Midspan		
PAGE 06		

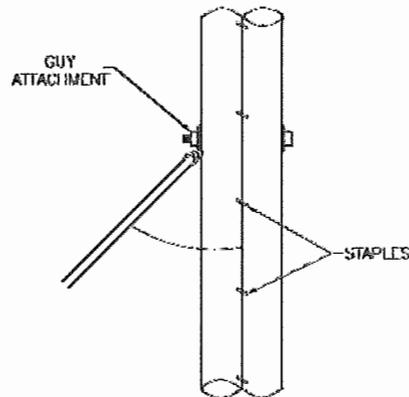
Supply and Communication Clearances



 College Station Utilities	College Station Utilities Pole Attachment Specification Page-07 Approved June 2014	
	NTS	06/24/2014
POLE ATTACHMENTS		
SUPPLY AND COMMUNICATION CLEARANCES		
PAGE 07		



INSULATED GUY OPTION



GROUNDING GUY OPTION

**CONTACT UTILITY TO DETERMINE
IF GUYS ARE TO BE INSULATED OR
GROUNDING.**

NOTE 1:

1. LICENSEE SHALL BE RESPONSIBLE FOR PROCURING AND INSTALLING ALL ANCHORS AND GUY WIRES TO SUPPORT THE ADDITIONAL STRESS PLACED ON UTILITY'S POLES BY LICENSEE'S ATTACHMENTS.

2. ANCHORS AND GUY WIRES MUST BE SET ON EACH UTILITY POLE WHERE THERE IS A TURN OR ANGLE AND ON ALL DEAD-END UTILITY POLES.

3. LICENSEE MAY NOT PLACE GUY WIRES ON THE ANCHORS OF UTILITY OR THIRD PARTY USER WITHOUT PRIOR WRITTEN CONSENT OF ALL ATTACHING ENTITIES AND ANCHOR OWNERS.

4. NO ATTACHMENT MAY BE INSTALLED ON A UTILITY POLE UNTIL ALL REQUIRED GUYS AND ANCHORS ARE INSTALLED, NOR MAY ANY ATTACHMENT BE MODIFIED OR RELOCATED IN SUCH A WAY AS WILL MATERIALLY INCREASE THE STRESS OR LOADING ON UTILITY POLES UNTIL ALL REQUIRED GUYS AND ANCHORS ARE INSTALLED.

5. LICENSEE'S DOWN GUYS SHALL NOT BE BONDED TO GROUND OR NEUTRAL WIRES OF UTILITY'S POLE AND SHALL NOT PROVIDE A CURRENT PATH TO GROUND FROM THE POLE GROUND OR POWER SYSTEM NEUTRAL, IF PERMITTED OR REQUIRED BY THE UTILITY, GROUNDING GUYS SHOULD BE INSTALLED.

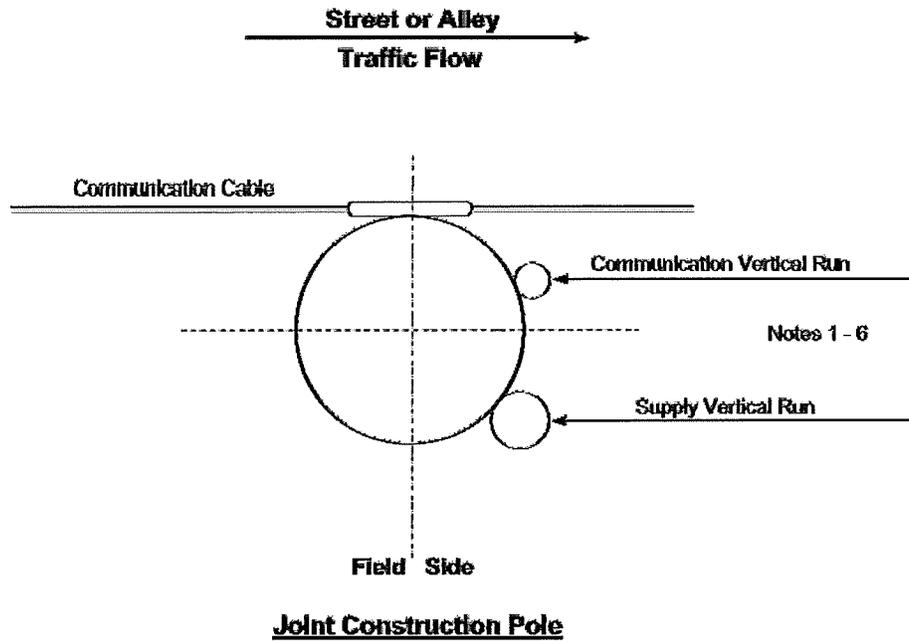
6. ON JOINTLY USED STRUCTURES, GUYS THAT PASS WITHIN 12" OF SUPPLY CONDUCTORS, AND ALSO PASS WITHIN 12" OF COMMUNICATION CABLES, SHALL BE PROTECTED WITH A SUITABLE INSULATING COVERING WHERE THE GUY PASSES THE SUPPLY CONDUCTORS, UNLESS THE GUY IS EFFECTIVELY GROUNDING OR INSULATED WITH A STRAIN INSULATOR AT A POINT BELOW THE LOWEST SUPPLY CONDUCTOR AND ABOVE THE HIGHEST COMMUNICATION CABLE.

NO COMMUNICATION EQUIPMENT SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

 College Station Utilities	College Station Utilities Pole Attachment Specification Page-08 Approved June 2014	
	NTS	A
POLE ATTACHMENTS		
GUY WIRE REQUIREMENTS		
PAGE 08		A-04

Location of Vertical Runs

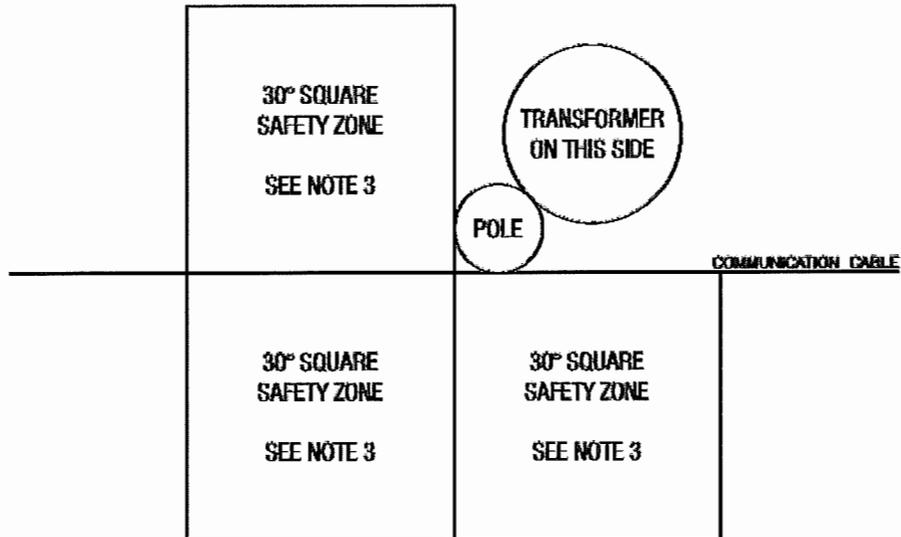


Notes 1 - 6

Notes:

1. Supply and communication vertical runs shall not be made on the same pole where it is practicable to place them on separate poles.
2. Supply vertical runs shall be on quarter of pole opposite communication cable if existing, otherwise on field quarter of pole when along street or alley.
3. Locate supply vertical runs on side of pole away from the normal traffic flow where practicable.
4. Communication vertical runs shall be made on quarter of pole adjacent to communication cable and on side of pole away from the normal traffic flow where practicable.
5. All vertical runs shall be so arranged as not to interfere with climbing or working space. When the addition of a communication vertical run on pole with an existing supply vertical run obstructs more than 25% of the pole surface, the additional communication vertical run shall be mounted on standoff brackets a minimum of 4" and a maximum of 12" off the pole. Vertical runs facilitate climbing space as per the NESC. Vertical runs on standoff brackets should be in conduit as approved by the NESC.

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NTS	06/24/2014
POLE ATTACHMENTS	
LOCATION OF VERTICAL RUNS	
PAGE 09	



NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

NOTE 1:

1. FOR NEW CABLE INSTALLATIONS LOCATE CABLE ON THE SAME SIDE OF THE POLE AS UTILITY'S LOWEST CONDUCTOR.
2. STANDOFF BRACKETS TO MOUNT CABLE TO POLE ARE NOT ALLOWED WITHOUT APPROVAL OF UTILITY.
3. CLIMBING AND WORKSPACE THROUGH THE COMMUNICATION SPACES SHALL EXTEND FROM 40" BELOW THE LOWEST COMMUNICATION CABLE TO THE TOP OF THE POLE.
4. ON TRANSFORMER POLES THE COMMUNICATION SERVICE DROPS SHALL BE LOCATED SO THAT THEY ORIGINATE FROM THE MESSENGER ON THE SIDE OF THE POLE OPPOSITE THE TRANSFORMER.
5. MINIMUM CLEARANCES FOR CLIMBING AND WORKING SPACE SHALL BE FOLLOWED AS PER NESC SECTION 236.

 College Station Utilities	College Station Utilities Pole Attachment Specification Page-10 Approved June 2014	
	NTS	A 03/15/2013
POLE ATTACHMENTS		
CLIMBING SPACE REQUIREMENTS		
PAGE 10		A-15

ATTACHMENT OF DAS ANTENNA OR EQUIPMENT ON POLES

DAS antenna and/or Licensee equipment shall not be mounted on poles that already contain any of the following equipment:

- Capacitors
- Airbreak Switch
- Recloser
- Voltage Regulator
- Poles already containing third party control boxes or panels

A stress analysis shall be considered for any pole that is proposed to have DAS antenna and/or Licensee equipment mounted on it. Licensee will pay the cost of this analysis if it is required.

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NTS	01/08/2015
POLE ATTACHMENTS	
ATTACHMENT OF DAS ANTENNA OR EQUIPMENT ON POLES	
PAGE 11	

Licensee Methods to Attach to Poles

WOOD POLES:

1. If there are predrilled holes in the wood pole in the location of the attachment, these holes can be used by Licensee.
2. If a new hole needs to be drilled, it needs to be at least 6" from any existing hole in the pole.
3. If drilling is not an option, then an Aluma-Form bolt-a-band strap or an approved equivalent shall be used.

CONCRETE AND STEEL POLES:

1. If there are predrilled holes in the concrete or steel pole in the location of the attachment, these holes can be used by Licensee.
2. If there is not an existing hole in the concrete or steel pole, then an Aluma-Form bolt-a-band strap or an approved equivalent shall be used.

FIBERGLASS POLES:

1. If there are predrilled holes in the fiberglass pole in the location of the attachment, these holes can be used by the Licensee as long as the bolt through the pole is backed up by an approved 4" curved washer for round or tapered fiberglass poles or an approved 4" flat washer for octagonal fiberglass poles. These 4" washers are needed as per manufacturer's recommendations to prevent the washer from pulling through the fiberglass pole.
2. If there is not an existing hole in the fiberglass pole, or the licensee does not wish to use the existing hole, then an Aluma-Form bolt-a-band strap or an approved equivalent shall be used.

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	01/08/2015
POLE ATTACHMENTS	
LICENSEE METHODS TO ATTACH TO POLES	
NTS	

INFORMATION REQUIRED TO PROCESS APPLICATION FOR WIRELESS DEVICES (SMALL CELL, DAS, AMS, OR SIMILAR EQUIPMENT)

All physical specifications of equipment must be provided to COCS prior to installation for analysis. This will ensure the equipment meets requirements of the Overhead Construction Standards and is compatible with existing COCS attachments and/or related equipment.

The following information must also be provided for review before any equipment will be approved for installation:

1. Does the desired pole already have a COCS wireless device, AMS RF collecting or routing device, DA RF routing device, auto transfer switch, air switch, capacitor bank or a recloser?
2. What is the FCC designator of the transmitter?
3. What is (are) the proposed transmit frequency(ies) of the RF device?
4. What is the proposed transmit power (EIRP) at the antenna of the RF device?
5. If a number of transmissions occur from an antenna simultaneously, what is the max transmit power (ERP or EIRP as appropriate) that can be achieved?
6. What is the modulation technique/over-the-air technology of the transmitter?
7. Will transmitter have filters to eliminate sidebands or transmissions outside of the authorized transmit frequency(ies)?
8. What is the bandwidth of a single transmission or if spread spectrum what is the bits/sec/Hz of a single transmissions?
9. Will dynamic or automatic power control be utilized for transmissions to mobile or static receiving devices?
10. What is the horizontal and vertical beam width of the antenna(s)?
11. What is the AGL of antenna(s)?
12. How many antennas will be place on a pole?
13. If the antenna system is sectorized, how many sectors on a single pole?
14. Will the antenna(s) be level, up tilt or down tilt?
15. What is (are) the proposed receive frequency (ies) of the RF device?
16. What is the backhaul technology of the transceiver and if it is RF, will it be on the same frequency(ies) as communication to receiving devices?
17. What is the AC power consumption of the transceiver when the transmitter(s) is (are) operating at 100% duty cycle/fully utilized?

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POLE ATTACHMENTS	
INFORMATION REQUIRED TO PROCESS APPLICATION FOR WIRELESS DEVICES	
PAGE 13	

Communication Facilities Location and Tagging

To facilitate identification of attachments to COCS poles, the following standards apply to all Licensees. These requirements will also assist in contacting the attached party as needed.

ORDER OF ATTACHMENT ON POLE:

The following is the hierarchy for installing facilities on poles. List is from top of pole down:

- Electric Utility Infrastructure
- City of College Station fiber
- Licensee (3) fiber
- Licensee (2) fiber
- Licensee (1) fiber
- Verizon lines and fiber

If a new Licensee applies to contact a pole, they will be responsible for the cost of moving or lowering the facilities as required to maintain this hierarchy. Changing of position from pole to pole will not be allowed.

TAGGING:

A tag must be installed which includes the following information:

1. Company name or generally recognizable company logo
2. Emergency telephone number

Tagging requirements:

1. Locations:
 - a. The starting and dead-end poles of all attached facilities
 - b. The beginning of all lateral taps
 - c. All overhead to underground transitions
 - d. All roadway crossings
 - e. Equipment or antenna facilities

Tags should be installed on a minimum of every fourth pole.

2. Tagging must take place upon installation of facilities.
3. Companies are required to tag their facilities as an ongoing practice in order to meet these requirements.
4. Tag must be replaced when the company name and/or contact number are no longer legible from the ground.
5. Missing tags must be replaced as soon as possible.

The attaching company may choose the method, color, material, construction, and dimensions of the tag as long as the following requirements are met:

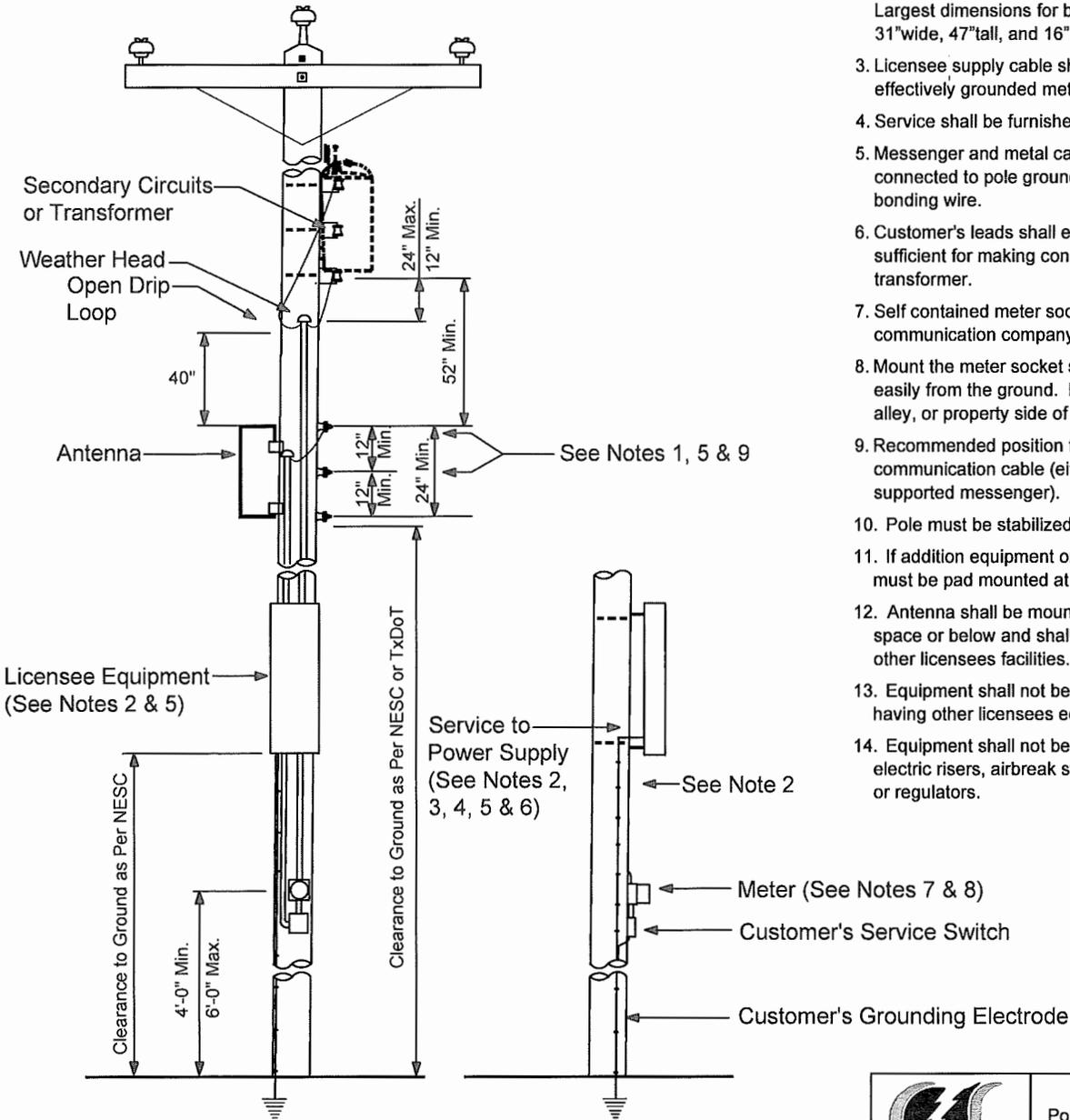
- a. Tags to remain permanently affixed to the attaching company's facilities.
- b. Color and text must be designed to last at least 5 years.
- c. The company name and contact number must be easily readable and visible from the ground. A minimum of ½ inch high lettering is required.
- d. Avoid the use of sharp edges and corners if constructed of metal.
- e. Tags should be consistent in appearance for a given company throughout COCS's service territory.

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POLE ATTACHMENTS	
SPEC NAME	
NTS	

Supply and Communication Equipment

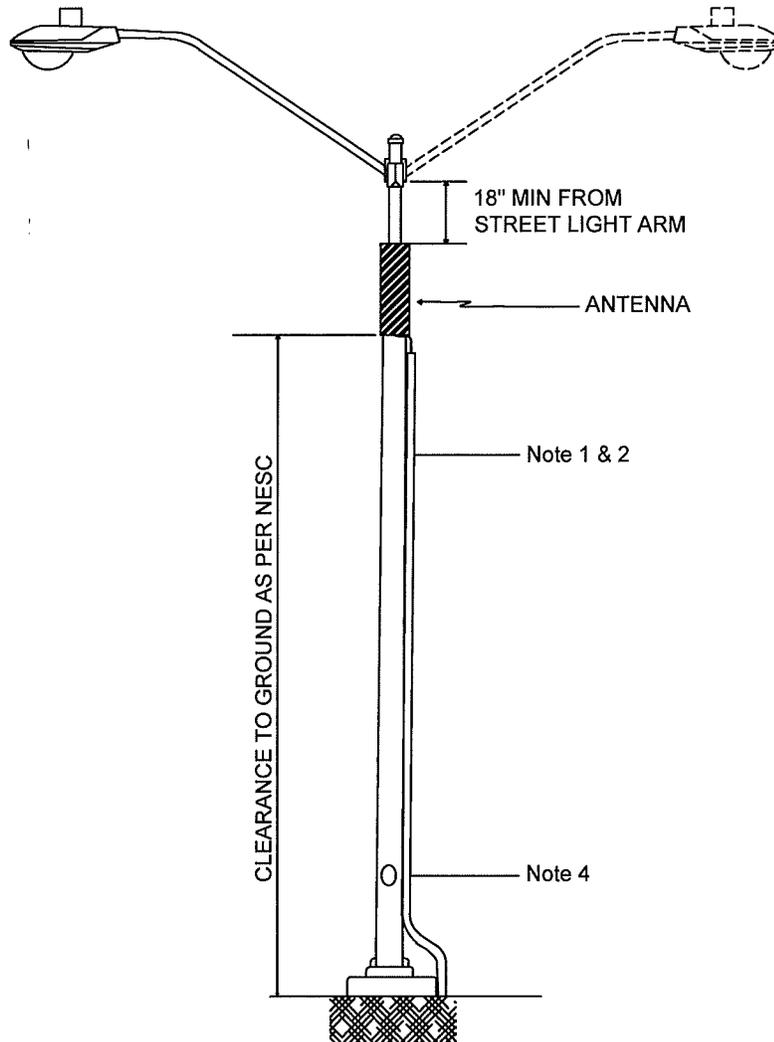
NOTES:

1. Attachment of telephone and other communication facilities shall be same side of the pole.
2. No metal cabinet larger than 6" x 12" x 4" deep shall be mounted directly on the pole. Larger cabinets may be pole mounted as shown in the side views on this sheet provided mounting brackets are used which provide a minimum of 4" and a maximum of 12" between the cabinet and the pole. Only one box shall be allowed. Largest dimensions for box per pole, allowed is 31" wide, 47" tall, and 16" deep.
3. Licensee supply cable shall be in conduit or have an effectively grounded metal sheath or shield.
4. Service shall be furnished by customer.
5. Messenger and metal case of power supply shall be connected to pole ground with #6 SD bare copper bonding wire.
6. Customer's leads shall extend out of weatherhead sufficient for making connections on secondary bus or transformer.
7. Self contained meter socket furnished by communication company.
8. Mount the meter socket so the meter can be read easily from the ground. Meter should not face street, alley, or property side of pole.
9. Recommended position for attachment of communication cable (either self-supporting or supported messenger).
10. Pole must be stabilized
11. If addition equipment or boxes are required, they must be pad mounted at least 3 feet from base of pole.
12. Antenna shall be mounted in the communication space or below and shall not interfere with access to other licensees facilities.
13. Equipment shall not be installed on poles already having other licensees equipment or boxes.
14. Equipment shall not be installed on poles containing electric risers, airbreak switches, capacitor, reclosers or regulators.



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		02/11/2015
POLE ATTACHMENTS		
SUPPLY AND COMMUNICATION EQUIPMENT		
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COMMUNICATION EQUIPMENT MOUNTED ON ANCHOR BASED METAL STREET LIGHT POLE



1. CONDUIT SHALL MATCH COLOR OF STREET LIGHT POLE.
2. CONDUIT SHALL BE STRAPPED TO STREET LIGHT POLE, STRAPS SHALL BE PLACED A MAXIMUM OF 3' APART. STRAPS SHALL MATCH COLOR OF STREET LIGHT POLE.
3. ALL EQUIPMENT, EXCEPT ANTENNA, INCLUDING METER FOR ELECTRICAL SERVICE, SHALL BE PAD MOUNTED.
4. CONDUIT AND STRAPS SHALL BE LOCATED WHERE THEY DO NOT INTERFERE WITH THE STREET LIGHT CONDUCTOR ACCESS PANEL.
5. INSTALL ON ANCHOR BASED METAL STREET LIGHT POLES ONLY.
6. POLE LOADING CALCULATION SHALL BE REQUIRED BASED ON ACTUAL ANTENNA SPECIFICATIONS.

 College Station Utilities	College Station Utilities Pole Attachment Specification Page-16 Approved June 2014	
		02/02/2015
POLE ATTACHMENTS		
SPEC NAME		
PAGE 16		

EXHIBIT C
LICENSEE'S CERTIFICATES OF INSURANCE



Legislation Details (With Text)

File #: 15-0527 **Version:** 1 **Name:**

Type: Presentation **Status:** Consent Agenda

File created: 9/3/2015 **In control:** City Council Regular

On agenda: 9/10/2015 **Final action:**

Title: Presentation, discussion and possible action on the Bylaws of The Research Valley Partnership, Inc. including Article III, Appointment and Qualifications of Directors.

Sponsors: Natalie Ruiz

Indexes:

Code sections:

Attachments: [15 08 21 Meronoff Letter re Bylaw Amendment.pdf](#)
[RVP Updated Bylaws May 2015.pdf](#)
[Original A of C adopted 1989.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, discussion and possible action on the Bylaws of The Research Valley Partnership, Inc. including Article III, Appointment and Qualifications of Directors.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Diverse Growing Economy

Recommendation:

Summary: The Research Valley Partnerhsip (the "RVP") recently amended its bylaws to add additional voting members to its Board of Directors. It also made a change to provide for an extension of a member's service on the board if that board member is an elected official. Article VXII of the Bylaws requires the approval of the cities of Bryan and College Station and Brazos County for any amendments made to Article III.

The RVP requested that this item be placed on the City Council's agenda for consideration.

Budget & Financial Summary:

Attachments:

- Letter from RVP's Attorney
- Articles of Incorporation - June 7, 1989
- Amendment to the Articles of Incorporation - March 14, 2003
- RVP Bylaws adopted by the Board - May 2015

**BRUCHEZ, GOSS, THORNTON
MERONOFF, P.C.**
A Professional Corporation
ATTORNEYS AT LAW
4343 Carter Creek Pkwy, Suite 100
Bryan, Texas 77802
(979) 268-4343
FAX: (979) 268-5323

RECEIVED
LEGAL DEPARTMENT

AUG 27 2015

CITY OF
COLLEGE STATION
PATRICIA E. MERONOFF
WILLIAM S. THORNTON, JR.
JOSEPH N. BRIERS,
Associate

ERNEST V. BRUCHEZ
Board Certified – Oil, Gas and Mineral Law
Texas Board of Legal Specialization
JAY B. GOSS
Board Certified – Civil Trial Law
- Personal Injury Trial Law
Texas Board of Legal Specialization

August 21, 2015

Carla Robinson
City Attorney
1101 Texas Avenue South
College Station, Texas 77840

RE: Research Valley Partnership, Inc. Bylaw amendment

Dear Carla:

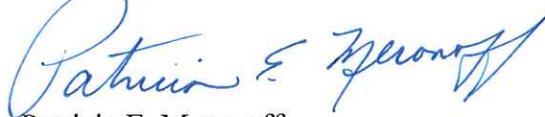
The Research Valley Partnership, Inc. (the “RVP”) recently amended its bylaws to add additional voting members to its Board of Directors. It also made a slight change to provide for an extension of a member’s service on the board if that board member is an elected official. Those amendments are reflected on the enclosed redlined version of Article III of the RVP’s bylaws. Article VXII of the bylaws requires the approval of the cities of Bryan and College Station and Brazos County for any amendments made to Article III, but no other sections. The RVP Board has already voted and passed the amendment reflected in the enclosure. The Board understands that this change to its bylaws will not become effective until the City provides in writing its approval of these amendments.

The amendments to Article III, as approved by the RVP’s Board of Directors, strengthens the organization as a public-private economic development corporation and its partnership between community, university, and private sectors. The addition of the appointments by the Vice Chancellor for Engineering - Texas A&M System and the Vice Chancellor for Agriculture and Life Sciences – Texas A&M University System are critical as the community, through the efforts of the RVP, continues on its path of becoming the Research Valley. As economic development “magnets”, their seats at the table, while in no way diluting the authority or role of the Cities and County, are critical to the RVP’s economic development strategy. While both TEES and Agrilife are financial contributors in the RVP related activities, they more importantly bring intangible benefits beyond direct financial contribution such as global connectivity and industry connections.

My client, by this letter, is seeking the approval of the City for the enclosed amendments. Please pursue those procedures or actions that you deem appropriate for the City in considering and hopefully approving these amendments. My client would respectfully request that you reply in writing within 30 days of this request.

If you have any questions relative to this matter, please do not hesitate to contact me.

Sincerely,



Patricia E. Meronoff

Enclosures (as stated)

cc: Todd McDaniel

ARTICLE III.
APPOINTMENT AND QUALIFICATIONS OF DIRECTORS

The Directors shall be appointed in the following manner: three (3) shall be appointed by the City Council of Bryan, three (3) shall be appointed by the City Council of College Station, three (3) shall be appointed by the Brazos County Commissioner's Court, one (1) shall be appointed by the President of Texas A&M University, ~~two (2)~~three (3) shall be appointed by The Partnership, one (1) shall be appointed by the Bryan-College Station Chamber of Commerce, two (2) shall be appointed by the Invest Research Valley Leadership Council, one (1) shall be appointed by the President of the Texas A&M Health Science Center, one (1) shall be appointed by the Vice Chancellor of Engineering - Texas A&M University System, one (1) shall be appointed by the Vice Chancellor for Agriculture and Life Sciences - Texas A&M University System and one (1) shall be appointed by the President of Blinn College's Brazos County Campuses.

No more than two (2) appointees representing the City of Bryan, City of College Station and Brazos County to The Partnership Board shall be an elected member of City Council or Commissioner's Court. In addition to duties of The Partnership board members outlined herein, it shall be the duty of these elected officials to serve a liaison function between The Partnership and the governing body of the governmental entity from which they were appointed. Such liaison role may include providing periodic reports on the activities and plans of The Partnership to the governmental body and communication of the priorities of the governing body to The Partnership Board. The remaining non-elected representatives of the cities and county shall meet whatever qualifications the entity may establish. At such time that the appointed elected representative should cease to be an elected official, he/she will be required to resign The Partnership Board position and the governmental entity affected will appoint a new representative from the entity to fill the vacant position.

The Bryan City Manager and the College Station City Manager shall serve as ex-officio members of the Board of Directors, without vote. The Bryan Independent School District and College Station Independent School District Superintendents shall also serve as ex-officio members of the Board of Directors, without vote. The Chamber representative will be appointed for a one-year term.

No voting Director may serve more than one unexpired term, plus two (2) consecutive three (3) year terms as Director of the Corporation except as noted below regarding Immediate Past Chairman and elected officials. Any Director of the Corporation who is ineligible for immediate reappointment under the preceding sentence is ineligible for reappointment for a period of one (1) year following the expiration of his term.

Notwithstanding the ineligibility of the Immediate Past Chairman, pursuant to the preceding paragraph, to continue to serve on the Board, the Immediate Past Chairman shall continue to serve as a voting member of the Board and a voting member of the Executive Committee until the end of the term of the then serving Chairman.

Elected officials may be appointed for ~~an~~ additional terms or partial terms by their respective City Councils and Commissioners Court, not to exceed their term as an elected official.

BYLAWS
OF
The Research Valley Partnership, Inc.

ARTICLE I.
PURPOSE

The purpose of The Research Valley Partnership, Inc. (The Partnership) is to be a catalyst for economic growth in The Research Valley without regard to municipal boundary, which engages higher education and private industry in order to achieve sustainable / high-quality economic development success. The Research Valley Partnership helps grow, expand, and attract non-retail business to the Research Valley through its planning, services, and support.

ARTICLE II.
DIRECTORS AND OFFICERS

This Corporation shall have the following voting Directors and Officers: twenty (20) Directors, and four (4) ex-officio members as described below in Article III, provided that the number may be increased or decreased from time to time by an amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent Director, nor shall the total number of Directors be less than three (3) at any time. The Directors shall elect from their members a Chairman, Chairman-elect, and a Treasurer. The Chairman shall appoint the office of Secretary. All other Officers shall be required to be voting Directors of the Corporation.

ARTICLE III.
APPOINTMENT AND QUALIFICATIONS OF DIRECTORS

The Directors shall be appointed in the following manner: three (3) shall be appointed by the City Council of Bryan, three (3) shall be appointed by the City Council of College Station, three (3) shall be appointed by the Brazos County Commissioner's Court, one (1) shall be appointed by the President of Texas A&M University, three (3) shall be appointed by The Partnership, one (1) shall be appointed by the Bryan-College Station Chamber of Commerce, two (2) shall be appointed by the Invest Research Valley Leadership Council, one (1) shall be appointed by the Executive Vice President and Chief Executive Officer of the Texas A&M Health Science Center, one (1) shall be appointed by the Vice Chancellor for Engineering, Texas A&M University System, one (1) shall be appointed by the Vice Chancellor for Agriculture and Life Sciences, Texas A&M University System and one (1) shall be appointed by the President of Blinn College's Brazos County Campuses.

No more than two (2) appointees to The Partnership Board representing the City of Bryan, City of College Station and Brazos County shall be an elected member of City Council or Commissioner's Court. In addition to duties of The Partnership Board members outlined herein, it shall be the duty of these elected officials to serve a liaison function between The Partnership and the governing body of the governmental entity from which they were appointed. Such liaison roles may include providing periodic

reports on the activities and plans of The Partnership to the governmental body and communication of the priorities of the governing body to The Partnership Board. The remaining non-elected representatives of the cities and county shall meet whatever qualifications the entity may establish. At such time that the appointed elected representative should cease to be an elected official, he/she will be required to resign The Partnership Board position and the governmental entity affected will appoint a new representative from the entity to fill the vacant position.

The Bryan City Manager and the College Station City Manager shall serve as ex-officio members of the Board of Directors, without vote. The Bryan Independent School District and College Station Independent School District Superintendents shall also serve as ex-officio members of the Board of Directors, without vote. The Chamber representative will be appointed for a one-year term.

No voting Director may serve more than one unexpired term, plus two (2) consecutive three (3) year terms as Director of the Corporation except as noted below regarding Immediate Past Chairman and elected officials. Any Director of the Corporation who is ineligible for immediate reappointment under the preceding sentence is ineligible for reappointment for a period of one (1) year following the expiration of his term.

Notwithstanding the ineligibility of the Immediate Past Chairman, pursuant to the preceding paragraph, to continue to serve on the Board, the Immediate Past Chairman shall continue to serve as a voting member of the Board and a voting member of the Executive Committee until the end of the term of the then serving Chairman.

Elected officials may be appointed for additional terms or partial terms by their respective City Councils and Commissioner's Court, not to exceed their term as an elected official.

ARTICLE IV. ELECTION OF OFFICERS

The Nominating Committee will be made up of the Chairman, Chairman-elect, Immediate Past Chairman and a representative of the City of Bryan, the City of College Station and Brazos County.

The Officers, other than the Directors, shall be elected at the annual meeting of the Board of Directors provided for herein, and the Directors shall elect said Officers as provided for herein from among their number. Each Director shall be entitled to one vote and it shall require a majority vote to elect any Officer. The Officers shall hold office at the pleasure of the Board of Directors.

ARTICLE V. TERM OF OFFICE FOR THE OFFICERS

The Officers of the Corporation shall be elected annually in the manner provided for above. The term of the office shall run from June 1 of each year through May 31 of the following year. Each Director and Officer shall serve from the date of his election and qualification until his successor is elected and duly qualified.

Nomination as Chairman requires one year's experience on The Partnership Board of Directors. Each Officer is elected to serve for twelve months unless requested otherwise by the majority of The Partnership Board of Directors.

ARTICLE VI. EXECUTIVE COMMITTEE

The Executive Committee shall consist of the Chairman, Chairman-elect, Treasurer, Immediate Past Chairman, Secretary and President/CEO. Meetings of the Executive Committee may be called by the Chairman or the Chairman-elect in the absence of the Chairman. The duties of the Executive Committee shall be to review prospect proposals and existing business proposals prior to presentation to the Board of Directors and other duties as may be assigned by the Board of Directors.

The Executive Committee will meet as needed to address projects and other business, as noted above, in a timely manner. The President/CEO and Secretary will be present, but will have no vote.

ARTICLE VII. MEETING OF THE BOARD OF DIRECTORS

The Board of Directors shall have one annual meeting at which meeting the Board of Directors shall, by majority vote, elect the Officers of the Corporation. No Officer shall be appointed for a term exceeding three (3) years. In addition, the Board of Directors shall meet upon the call of the Chairman or Chairman-elect, as the case may be, and it shall meet at such time and place as directed by the Officer calling the meeting. Such calls shall be made by personal notification. A majority of the voting Board of Directors will constitute a quorum, and if a quorum be present, then any manner of business may be attended to and the Corporation be bound. The place and time of all Board of Directors meetings shall be set by the Chairman or by the Chairman-elect in the absence of the Chairman.

ARTICLE VIII. FILLING OF VACANCIES ON THE BOARD AND OFFICERS

In the case of the death or resignation of any Officer or Director, or the refusal or inability of an Officer or Director to perform the duties of his office, the Board of Directors shall have the privilege to declare a vacancy on the Board or in the office, and such vacancy shall be filled for such unexpired term in the same manner as provided for regular appointments.

Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by appointment by the entity that the new Director represents. Such newly created Directorship shall be for an initial term of one (1) year, or if more than one Directorship is created, for staggered terms not to exceed two (2) years, thereafter each such Director shall serve for a period of three (3) years.

ARTICLE IX.
CONFLICTS OF INTEREST

Policy Statement

No person who has a conflict of interest may vote on, or otherwise participate in the evaluation, authorization or approval of the affected transaction, except to be counted in determining the presence of a quorum at any meeting of the Board of Directors at which the affected transaction is approved.

No conflict of interest policy can provide rules to cover every circumstance; therefore, each person should make every effort to disclose any potential or perceived conflict of interest.

Definitions

A. Conflict of interest shall mean:

- i. The direct solicitation of or receipt of anything of value by any business or business entity in which a person has a substantial interest, and where such direct solicitation or receipt of anything of value is toward or from a business prospect which is actively involved in a transaction with the Corporation. For purposes of this definition, a direct solicitation or receipt of anything of value, as previously referenced, will only create a conflict of interest if such solicitation or receipt arises directly as a result of such person's position with the Corporation; and
- ii. Any situation in which a person has an interest in a matter before the Corporation which is inconsistent and incompatible with the interest of the Corporation.
- iii. Any ownership interest by a person in a privately-held business which is actively involved in a transaction with the corporation and/or currently receiving incentives from the corporation.

B. Person shall mean any Officer, Director, agent or employee of the Corporation.

C. Transaction shall mean any occasion when a business prospect is requesting, negotiating, or attempting to obtain economic incentives or benefits from or through the Corporation.

D. Substantial interest shall mean:

- i. A person owns or possesses ten percent (10%) or more of the interests in a business entity (whether in the form of stock, partnership interests or otherwise), or
- ii. A person owns or possesses an interest (with a fair market value equal to or greater than Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) in a business entity; and
- iii. A person received more than ten percent (10%) of such person's gross income in the prior year from a business entity.

Procedure for Disclosing and Resolving a Conflict of Interest

- A. Any person who has a conflict of interest shall disclose such conflict of interest to the Executive Committee immediately upon obtaining knowledge of such conflict of interest. Upon making the report of a conflict of interest, the person making the report shall not participate in the evaluation, authorization, or approval of the affected transaction unless and until the Executive Committee advises such person that the subject of the report is not a conflict of interest.
- B. The Executive Committee shall evaluate the reported conflict of interest and shall determine whether or not the reported conflict is, in fact, a conflict of interest as defined herein. In making its decision, if a member of the Executive Committee has reported a conflict of interest, the Executive Committee shall refer the report to the full Board of Directors for a final determination.
- C. The Executive Committee shall inform the person making the report of the Committee's or the Board's final decision.
- D. In the event that it is finally determined that a person has a conflict of interest, such person shall not continue to participate in the evaluation, authorization, or approval of the affected transaction, except to be counted in determining the presence of a quorum at any meeting of the Board of Directors at which the affected transaction is approved. Any ownership interest in a privately-held company (see Definitions A. iii.) will require such person to resolve the conflict or resign their position with the Corporation.

Transactions Not Void or Voidable

- A. A transaction involving a conflict of interest, as herein defined, which was evaluated, authorized, consummated or approved by the Corporation, is not void or voidable solely for that reason, solely because the person with the conflict of interest was present at or participated in the meeting of the Board, or solely because the vote of the person with the conflict of interest was counted for that person, if:
 - i. The material facts as to the conflict of interest and as to the transaction are disclosed or are known to the Board, and the Board in good faith and with ordinary care authorizes the transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors are less than a quorum; or
 - ii. the transaction is fair to the Corporation when it is authorized, approved, or ratified by the Board.

ARTICLE X.
DUTIES OF DIRECTORS

Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. Directors shall owe a duty of loyalty and care with respect to the interests of the citizens of Brazos County. In acting in their official capacity as Directors of this Corporation, Directors shall act in good faith and take actions they reasonably believe to be in the best interest of the Corporation and that are not unlawful. In all other instances, the Board of Directors shall not take any action they should reasonably believe would be opposed to the Corporation's best interests or would be unlawful. Directors will keep confidential all matters discussed in Executive Session.

Each Director has a responsibility to stay abreast of all Partnership business through regular attendance of all Board meetings. Any member of the Board of Directors may be removed from office upon notification of appointing entity if such member fails to attend at least two thirds of the meetings of the Board for any six-month period during which the appointee is a member of the Board. Excused absences will be granted by the Chairman of The Partnership for reasons of personal or professional emergencies or health.

Board meeting attendance will be taken fifteen minutes after the commencement of each meeting. The Secretary will track attendance and report to the Chairman on a quarterly basis.

ARTICLE XI.
DUTIES OF THE CHAIRMAN

The Chairman shall preside at all meetings of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of Chairman of a non-profit corporation. The Chairman shall have the power to sign checks, warrants, and vouchers whereby the funds of the Corporation will be disbursed; however, such checks must be, in all cases, countersigned by another Officer. In the absence of the President/CEO, the Chairman will perform the duties of the President/CEO. The Chairman shall perform such other duties as shall properly relate to his office, and such other duties as may be required of the position from time to time by the Board of Directors.

ARTICLE XII.
DUTIES OF THE CHAIRMAN-ELECT

The Chairman-elect shall act for and assume the power of the Chairman in the absence of the Chairman or upon refusal or inability of the Chairman to act. The Chairman-elect shall have the power to sign checks, warrants, and vouchers whereby the funds of the Corporation will be disbursed; however, such checks must be, in all cases, countersigned by another Officer. The Chairman-elect shall perform such other duties as shall properly relate to his office and such other duties as may be required of the position from time to time by the Board of Directors.

ARTICLE XIII.
DUTIES OF THE SECRETARY

The President/CEO shall recommend a staff person to the Chairman to serve as Secretary. The Secretary shall keep a correct set of typed minutes of all meetings of the Board of Directors in a loose-leaf book provided especially for that purpose. The said minutes shall be open at any time to the inspection of any Director of this Corporation or any appointed or elected official of any entity which appoints Directors to this Corporation at any time. The Secretary shall also have possession of and be responsible for keeping the Seal of the Corporation and shall attest and affix the Corporate Seal to every contract in writing executed by the Corporation. The Secretary shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all the duties incident to the office of the Secretary, and such other duties as may be required of the position from time to time by the Board of Directors.

ARTICLE XIV.
DUTIES OF THE TREASURER

The Treasurer of the Corporation shall maintain a copy of the records reflecting the financial condition of the Corporation at all times. Such records shall be open at any time to inspection by any Director of the Corporation and any appointed or elected official of any entity which appoints Directors to this Corporation. In addition, it shall be the duty of the Treasurer to monitor the expenditure of the funds of the Corporation. The Treasurer shall have the power to sign checks, warrants, and vouchers whereby the funds of the Corporation will be disbursed; however, such checks must be, in all cases, countersigned by another Officer. The Treasurer shall perform all other duties assigned to the Treasurer by the Board of Directors, including that the Treasurer shall countersign the checks issued by the Corporation whenever possible. The Treasurer shall hold the position and perform the duties of Secretary in the Secretary's absence.

ARTICLE XV.
REAL ESTATE TRANSACTIONS

All sales or conveyances or mortgages of real estate owned or held by the Corporation shall be in writing, signed and acknowledged by the Chairman, or Chairman-elect in case of the absence, refusal, or inability of the Chairman to act, and the Secretary shall attest such conveyance under the official seal of the Corporation. No real estate shall be purchased, sold, mortgaged, or otherwise disposed of unless the transaction shall first have been ordered by resolution passed by the Board of Directors. These same requirements shall apply to leases made upon the property of the Corporation, including loans, pledging of assets, and multi-year contracts subject to \$10,000 not previously budgeted.

ARTICLE XVI.
MANAGEMENT AND DUTIES OF THE PRESIDENT/CEO

The Corporation shall select, employ and monitor the performance of a competent President/CEO, qualified by education and experience, who shall be responsible for the management of the Corporation.

The authority and duties of the President/CEO shall be the following:

- a. to carry out all policies established by the Board of Directors and the Corporation through the current Chairman;
- b. to prepare an annual budget showing the expected receipts and expenditures of the Corporation;
- c. develop and maintain personnel policies and practices for the Corporation as approved by the Board of Directors. Select, employ, supervise and discharge employees;
- d. to supervise the business affairs of the Corporation;
- e. to present to the Board of Directors and any entity which appoints Directors to this Corporation, periodic reports reflecting the services and financial activities of the Corporation and prepare and submit any special report as may be required by the above-mentioned Board and entities;
- f. to attend all meetings of the Board of Directors and any meetings of the City Councils of Bryan and College Station, Brazos County Commissioner's Court, and the Bryan-College Station Chamber of Commerce as may be required; and
- g. to perform any and all other duties that may be necessary in the best interest of the Corporation.
- h. The CEO has an obligation to inform the Board of concerns that the Chairman is giving perceived direction contrary to the Board of Directors.

The Board of Directors shall assume supervision over the affairs of the Corporation with the exception that the President/CEO shall have such authority and powers as necessary to carry on the general everyday business of the Corporation.

The President/CEO shall keep an accurate set of records reflecting the financial condition of the Corporation at all times. Such records shall be open at any time to inspection by any Director of the Corporation or any appointed or elected official of any entity which appoints Directors to this Corporation. In addition, it shall be the duty of the President/CEO to supervise the expenditure of the funds of the Corporation and may sign checks, warrants, and vouchers whereby the funds of the

Corporation will be disbursed; however, such checks must be, in all cases, countersigned by another Officer.

ARTICLE XVII.
AMENDMENTS AND BYLAWS

The Bylaws, except Article III hereof which requires the approval of the Cities of Bryan and College Station, and Brazos County, may be altered, changed, or amended by the majority vote of all the Directors of the Corporation at any Directors meeting specially called for that purpose by the Chairman. Upon written application of a majority of the Board of Directors, the Chairman shall be required to call such a Directors meeting.

ARTICLE XVIII.
SALARIES

The salaries of the President/CEO and any other full or part-time employees of the Corporation shall be set by the Board of Directors annually during the budget process. Employee salary increases, with the exception of the President/CEO, resulting from annual performance evaluations shall be determined by the President/CEO at the time of the evaluation to the extent that the increases fall within the budget approved by the Board of Directors.

ARTICLE XIX.
NON-PROFIT CORPORATION

This Corporation is not organized for profit. No member of the Board of Directors or person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Corporation be paid as a salary or as compensation to, or distributed to or inure to the benefit of any member of the Board of Directors; provided, however, always (1) upon prior authorization of the Board that reasonable compensation may be paid to any member while acting as any agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation, and (2) that any member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

ARTICLE XX.
REGISTERED AGENT AND PRINCIPAL OFFICE

The Corporation's registered office must be maintained in Texas at the address of the registered agent. The Corporation's registered office need not be a place of business of the Corporation. The Directors may change the registered office, registered agent or both by making the appropriate filing with the Texas Secretary of State. The Corporation's principal office will be at the place the Director's designate and need not be in Texas. Corporation records will be maintained at the Corporation's principal office.

ARTICLE XXI.
CORPORATE SEAL

The Directors shall provide a Corporate Seal which shall be circular in form and shall have inscribed thereon the name of the Corporation.

ARTICLE XXII.
MEETING GOVERNANCE

It will be the intent of all official meetings of The Partnership to generally follow the intent of the latest revision of Robert's Rules of Order. This Article will be applicable to the Board of Directors meetings, Executive Committee meetings, and all other committees, standing and ad hoc.

ARTICLE XXIII.
SPECIAL MEETINGS

Special meetings of the Board of Directors may be held at any time upon the call of the Chairman or any two Directors. If a special meeting is called, the parties calling the meeting shall notify the President/CEO of the agenda items. The Secretary of the Corporation shall thereafter notify all of the Directors of the meeting and of the items on the agenda.

ARTICLE XXIV.
QUORUM

A simple majority of the voting Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and a majority vote of those present shall be required for the approval of any action.

ARTICLE XXV.
BUDGETS AND FINANCING

The Corporation shall submit its financing request to the Cities of Bryan and College Station and Brazos County, as requested. The Corporation's fiscal year shall be from October 1 through September 30, so as to coincide with the fiscal years of the Cities of Bryan and College Station and Brazos County.

ARTICLE XXVI.
LIABILITY AND INDEMNIFICATION

(a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, or suit or proceeding, whether civil, criminal, administrative or investigative and any appeal of such suit, action or proceeding by reason of the fact that he/she is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise against

judgments, penalties, fines, settlements and expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he is found, pursuant to the requirements and procedure set forth in paragraph (d) below, to have met the standard of conduct necessary for indemnification hereunder. If a person defined above is found liable to the Corporation or is found liable on the basis that a personal benefit was improperly received by that person, the indemnification by the Corporation shall be limited to reasonable expenses actually incurred. No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for willful or intentional misconduct in the performance of his duty to the Corporation.

(b) The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the person did not meet the requirements set forth below at section (d). A person shall be deemed to have been found liable in respect of any claim, issue or matter only after the person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

(c) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, and prior to the determination required by paragraph (d) hereof, upon receipt of: (i) an unlimited general obligation or undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Corporation as authorized in this section, and (ii) a written affirmation by the Director, Officer, employee or agent of his good faith belief he has met the standard of conduct necessary for indemnification hereunder.

(d) The indemnification hereunder shall be made only upon a determination in the specific case that indemnification is proper in accordance with the following standards: the person (i) conducted himself in good faith; (ii) reasonably believed (a) in the case of conduct taken in his official capacity, his conduct was in the Corporation's best interest, and (b) in all other cases, his conduct was not at least opposed to the Corporation's best interest; and (iii) in criminal cases had no reasonable cause to believe his conduct was unlawful. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if a quorum cannot be obtained, by a majority vote of a committee of the board of Directors designated to act in this matter by a majority vote of all Directors, consisting solely of two (2) or more Directors, not named defendants or respondents, or (3) by the written opinion of special legal counsel selected by the Board of Directors or a committee of the Board by vote as set forth in (1) and (2) above or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(e) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, employee or agent of another Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such,

whether or not the Corporation would have the power to indemnify him against such liability under the provision of this section.

(f) Any indemnification or advance of expenses in accordance with this article shall be reported to the members in writing with or before the (i) notice or waiver of notice of the next meeting, or (ii) consent to action without meeting, but in any case no later than twelve (12) months from the date of indemnification or advance.

FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF INCORPORATION

JUN 07 1989

OF

Clerk I-B
Corporation Section

BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION

(Non-Profit Corporation)

We, the undersigned and natural persons of the age of eighteen years or more, and being citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

CORPORATE NAME

The name of this corporation is BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION.

ARTICLE II

CORPORATE STATUS

The corporation is a non-profit corporation.

ARTICLE III

DURATION

The period of its duration is perpetual.

ARTICLE IV

PURPOSES

This corporation is formed strictly as a civic undertaking to establish, coordinate the economic development of Bryan, College Station and Brazos County.

This corporation shall have and exercise any and all powers, rights and privileges which a corporation organized under the Non-

Profit Corporation Act of the State of Texas may by law now or hereafter have or exercise; provided that none of the objectives or purposes herein set out shall be construed to authorize the corporation to do any act in violation of said Non-Profit Corporation Act or Part Four of the Texas Miscellaneous Corporation Laws Act, and all such objectives or purposes are subject to said acts.

ARTICLE V

ADDRESS

The street address of the initial registered office of the Corporation is c/o CT Corp System, 811 Dallas Ave., Houston, Texas, 77802, and the name of its initial registered agent at such address is CT Corp System.

ARTICLE VI

DIRECTORS

The affairs of the corporation shall be managed by a Board of Directors being appointed by the City Council of the City of Bryan, the City Council of the City of College Station, the Brazos County Industrial Foundation and the Bryan/College Station Chamber of Commerce. The number of directors shall be set, from time to time, as provided by the By-Laws of the corporation. The number of directors constituting the initial board of directors is nine (9) and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Address</u>
Steve Arden	4103 S. Texas Avenue #100 Bryan, TX 77802

M.L. Cashion	P.O. Box 3889 Bryan, TX 77805
Larry Catlin	1701 Briarcrest Suite 102 Bryan, TX 77802
Pat Cornelison	P.O. Box 10000 College Station, TX 77840
Dick Haddox	P.O. Box 3889 Bryan, TX 77805
Ronald E. Hale	P.O. Drawer 913 Bryan, TX 77805
Ken Shaw	P.O. Box 3158 Bryan, TX 77805
Bill Thornton	P.O. Drawer E Bryan, TX 77805
Ed Wagoner	P.O. Box 3889 Bryan, TX 77805

ARTICLE VII

INCORPORATOR

The name and address of each incorporator is:

<u>Name</u>	<u>Address</u>
William S. Thornton	P.O. Drawer E Bryan, TX 77805
Ronald E. Hale	P.O. Drawer 913 Bryan, TX 77805

ARTICLE VIII

DISSOLUTION AND AMENDMENT

Upon dissolution of the corporation, other than incident to merger or consolidation, the assets, if any, of the corporation, shall be granted, conveyed and assigned to another non-profit corporation as agreed upon by the Board of Directors.

Dissolution of the corporation must be approved in writing by not less than two-thirds (2/3) of the Directors.

ARTICLE IX

CONFLICT OF INTEREST

Directors and employees may not do any of the following:

1. Participate in a vote or decision on a matter involving a business entity in which the director or employee has a substantial interest, if it is reasonably foreseeable that an action on the matter would confer an economic benefit to the business entity involved. A director or employee is said to have a substantial interest in a business under the following circumstances:

a. The interest or ownership of ten percent (10%) or more of the voting stock or shares of the business entity or ownership, \$2,500 or more of the fair market value of the business entity; or

b. Funds received by the person from the business entity exceed ten percent (10%) of the person's gross income for the previous year.

c. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

2. Act as a surety for a business entity that has a contract, does work or other business with the corporation; or

3. Act as a surety on an official bond required of an officer of the corporation.

IN WITNESS WHEREOF, the undersigned, has hereunto set my hand
this the 2nd day of June, 1989.

William S. Thornton
WILLIAM S. THORNTON
Ronald E. Hale
RONALD E. HALE

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Before me, a Notary Public, on this day personally appeared William S. Thornton, known to be to be the person whose names is subscribed to the foregoing document and, being by me first duly sworn, severally declared that the statements therein contained are true and correct.

Given under my hand and seal of office this the 2nd day of June, 1989.



Katherine Scasta
Notary Public, State of Texas
My Commission Expires: 2-21-93

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Before me, a Notary Public, on this day personally appeared Ronald E. Hale, known to be to be the person whose names is subscribed to the foregoing document and, being by me first duly sworn, severally declared that the statements therein contained are true and correct.

Given under my hand and seal of office this the 5th day of June, 1989.



Katherine Scasta
Notary Public, State of Texas
My Commission Expires: 2-21-93



Legislation Details (With Text)

File #: 15-0476 **Version:** 1 **Name:** College Station Municipal Cemetery System
Type: Presentation **Status:** Consent Agenda
File created: 8/13/2015 **In control:** City Council Regular
On agenda: 9/10/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding approval of a resolution changing the sales price of cemetery spaces for the College Station Municipal Cemetery System.
Sponsors: David Schmitz
Indexes:
Code sections:
Attachments: [1- Cemetery Sales Price Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a resolution changing the sales price of cemetery spaces for the College Station Municipal Cemetery System.

Recommendation(s): After reviewing the history of the fee schedule for the cemeteries, staff recommends the following price structure which is reflected in the pro forma developed for the Memorial Cemetery of College Station. The staff recommended price structure is:

<u>College Station Cemetery</u>		<u>Memorial Cemetery of College Station</u>		
		<u>Municipal</u>	<u>Aggie Field of Honor</u>	
-Standard spaces	\$1,450	-Standard space	\$1,450	\$3,000
-Cremate space	\$440	-Columbaria niche	\$825	\$1,650
-Infant space	\$220	-Infant space	\$220	N/A

The new pricing, if approved, would be effective as of October 1, 2015. The last increase was in October 2013. During the Parks and Recreation Advisory Committee meeting of August 11, 2015, the Committee made a recommendation to the City Council to approve the new price structure for the cemetery system.

Relationship to Strategic Goal: Financially Sustainable City;
Core Services and Infrastructure

Summary: The price structure of cemetery spaces in the College Station Municipal Cemetery System are the same price for like cemetery spaces at both of the City's cemeteries. The only differences in sale prices between the two cemeteries is that only the College Station Cemetery has cremate spaces for sale, and only the Memorial Cemetery has columbaria niches for sale.

Budget & Financial Summary: The approval of this resolution is needed so that the College Station

Municipal Cemetery system can continue its efforts to meet its financial obligations for the new fiscal year. Sales revenue for FY 2013 was \$374,250; FY 2014 was \$303,710; and for FY 2015 is \$303,765 as of 07/31/15. The projected revenue for FY 2016 is approximately \$350,000.

Attachments:

1. Resolution # _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE SALE PRICE OF CEMETERY SPACES IN THE COLLEGE STATION MUNICIPAL CEMETERY SYSTEM, AUTHORIZING THE MAYOR TO EXECUTE WARRANTY DEEDS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of College Station, Texas, owns and has within its boundaries a tract known as the College Station Cemetery located at 2580 Texas Avenue South, a plat of which is filed in the Deed Records of Brazos County, Texas; and owns and has within its boundaries a tract known as the Memorial Cemetery of College Station located at 3800 Raymond Stotzer Parkway, a plat of which is filed in the Deed Records of Brazos County, Texas; and

WHEREAS, the City Council of the City of College Station, Texas, has established Rules and Regulations governing the College Station Cemetery and the Memorial Cemetery of College Station, being Chapter 1, Section 29 of the Code of Ordinances of the City of College Station, and, furthermore, has authorized the sale and conveyance of certain parcels of land designated and described as cemetery spaces; now; therefore,

BE IT RESOLVED by the City Council of the City of College Station, Texas:

PART 1: That the City Council of the City of College Station, Texas, establishes the following fees for the sale of property within the College Station Cemetery:

1. Each single space, approximately five feet (5') by ten feet (10'), shall be One Thousand, Four Hundred Fifty Dollars (\$1,450.00).
2. Each single cremate space, approximately two and one-half feet (2- 1/2') by two and one-half feet (2-1/2'), shall be Four Hundred Forty Dollars (\$440.00).
3. Each single infant space, approximately four feet (4') by five feet (5'), shall be Two Hundred Twenty Dollars (\$220.00).

PART 2 Funds generated from space sales within College Station Cemetery shall have the following utilization:

1. 100% of the proceeds from the sale of spaces shall be placed in the Endowment Fund for the College Station Cemetery for the future care, maintenance, operations, and improvements to the cemetery.

PART 3: That the City Council of the City of College Station, Texas, establishes the following fees for the sale of property within the Memorial Cemetery of College Station:

1. Municipal Sections:

- a. Each single standard space, approximately four feet (4') by nine feet (9'), shall be One Thousand, Four Hundred Fifty Dollars (\$1,450.00).
- b. Each columbaria niche, approximately twelve inches (12") by twelve inches (12") by twelve inches (12"), shall be Eight Hundred Twenty Five Dollars (\$825.00).
- c. Each single infant space, approximately four feet (4') by four and one-half feet (4 1/2'), shall be Two Hundred Twenty Dollars (\$220.00).

2. Aggie Field of Honor Sections:

- a. Each single standard space, approximately four feet (4') by nine feet (9'), shall be Three Thousand Dollars (\$3,000.00).
- b. Each columbaria niche, approximately twelve inches (12") by twelve inches (12") by twelve inches (12"), shall be One Thousand, Six Hundred Fifty Dollars (\$1,650.00).

PART 4 Funds generated from space sales within the Memorial Cemetery of College Station shall have the following utilization.

1. 33% of the proceeds from the sale of lots shall be placed in the Endowment Fund for the Memorial Cemetery of College Station for the future care, maintenance, operations, and improvements to such cemetery.
2. 67% of the proceeds from the sale of lots shall be used for debt retirement associated with land costs for the cemetery, capital improvements for the cemetery, and any and all other purposes as determined by the City in adoption of its budget.

PART 5: In addition to the above fees, the Purchaser shall pay all filing fees required by Brazos County in order to officially effect the transfer of ownership of the property.

PART 6: The City Council of the City of College Station, Texas, delegates to the Mayor the authority to execute, as necessary, Warranty Deeds consummating the sale and conveyance of each parcel of land in the College Station Municipal Cemetery System per the above price schedule; each Warranty Deed so issued shall be signed by the Mayor and mailed to the Purchaser after all terms and conditions of the sale have been met, including full payment of all the above-referenced fees, as applicable, and acceptance of the agreement in full by both parties.

RESOLUTION NO. _____

Page 3

PART 7: That this resolution shall take effect January 1, 2016, from and after its passage.

ADOPTED this _____ day of _____, A.D. 2015.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 15-0489 **Version:** 1 **Name:** Residential Recycling Franchise Amendment
Type: Ordinance **Status:** Consent Agenda
File created: 8/24/2015 **In control:** City Council Regular
On agenda: 9/10/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding the first of two readings of an ordinance amending the Residential Recycling Collection Franchise Agreement (Ordinance No. 2010-3268) with Texas Commercial Waste (TCW).
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [TCW Res Recycling Franchise Ord Amend Signed.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the first of two readings of an ordinance amending the Residential Recycling Collection Franchise Agreement (Ordinance No. 2010-3268) with Texas Commercial Waste (TCW).

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Sustainable City

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

Summary: Staff and Texas Commercial Waste desire to extend the Franchise Agreement term to allow for additional time to review new service proposals. RFP# 15-053 for Residential Homes, City-Owned Buildings and Facilities Recycling Collection closed August 17, 2015 and staff is currently reviewing proposals. Staff's recommendation and corresponding council agenda item will be scheduled in the coming weeks.

Budget & Financial Summary: At present, the provision of recycling collection services and associated public education programs accounts for \$2.80 of the \$14.40 monthly sanitation fee charged to each residential customer. Funding for the cost of the Franchise Agreement is budgeted in the Sanitation Fund, Residential Collection Division.

Attachments:

1. Ordinance Amendment

**RESIDENTIAL RECYCLING COLLECTION FRANCHISE AGREEMENT
ORDINANCE AMENDMENT**

ORDINANCE NO. _____

AN ORDINANCE AMENDING RESIDENTIAL RECYCLING COLLECTION FRANCHISE AGREEMENT ORDINANCE NO. 2010-3268 THAT GRANTED TEXAS COMMERCIAL WASTE, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION FOR THE PURPOSE OF PROVIDING RECYCLABLE COMMODITIES COLLECTION TO DESIGNATED SINGLE-FAMILY, DUPLEX, FOUR-PLEX, AND HANDICAP RESIDENTIAL LOCATIONS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY AND ASSESSING A PENALTY FOR VIOLATION.

WHEREAS, the City of College Station, by ordinance, granted a Residential Recycling Collection Franchise Agreement by Ordinance 2010-3268 (Agreement) to Texas Commercial Waste on September 23, 2010; and

WHEREAS, the City of College Station issued RFP # 15-053 for Residential Homes, City-Owned Buildings and Facilities Recycling Collection for single stream recycling; and

WHEREAS, the City of College Station and Texas Commercial Waste desire to extend the Agreement term to allow additional time to review new service proposals; and

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

1. The City of College Station and Texas Commercial Waste are amending the Agreement according to ARTICLE XXVII AMENDMENTS.
2. The City and Texas Commercial Waste desire to amend and replace ARTICLE XXX TERM OF AGREEMENT and replace with the following:

**“ARTICLE XXX
TERM OF AGREEMENT**

30.1 The term of this Agreement shall be for a period beginning on October 1, 2010 and ending January 31, 2016. Before January 31, 2016 the City may exercise, in writing, an option to extend the Agreement term to month to month at the City’s sole option.”

3. The City and Texas Commercial Waste desire to amend ARTICLE XII COLLECTION PROCEDURES by adding the following:

“12.8 After January 31, 2016, if the City exercises the month to month option, Collection Procedures will be at the written order of the City’s Representative to end collection services by terminating designated routes, customers, or done by other efficient means.”

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect.
5. This Agreement was passed adopted and approved according to Texas Government Code Chapter 551.
 - a. First Consideration & Approval on the 10th day of September, 2015.
 - b. Second Consideration & Approval on the 21st day of September, 2015.

TEXAS COMMERCIAL WASTE

By: 

Printed Name: RENATA SCHMITT

Title: GENERAL MANAGER

Date: 8-20-15

CITY OF COLLEGE STATION

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____



Legislation Details (With Text)

File #: 15-0490 **Version:** 1 **Name:** Cooner Change Order No. 2
Type: Change Order **Status:** Consent Agenda
File created: 8/24/2015 **In control:** City Council Regular
On agenda: 9/10/2015 **Final action:**
Title: Presentation, possible action, and discussion of a deductive change order to construction contract # 14-355 with Elliott Construction, LLC in the amount of \$60,690 for construction of the Cooner Street Reconstruction Project, No. ST-1201.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Project Location Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of a deductive change order to construction contract # 14-355 with Elliott Construction, LLC in the amount of \$60,690 for construction of the Cooner Street Reconstruction Project, No. ST-1201.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the deductive change order to the contract.

Summary: The Cooner Street Reconstruction Project involved the rehabilitation of utilities along Cooner Street from Texas Avenue eastward to the end of the street. Work included but was not limited to: demolition, installation of new water lines, sanitary sewer lines, electrical conduit, and pavement reconstruction.

Upon completion of the scope of work on Cooner St, quantities were checked and compared to those in the original bid documents. This change order balances the quantities used in the field with those originally bid. For items associated with water service utilities, changes resulted in a deduction of \$14,204 from the original contract. Review of items associated with wastewater utility installation resulted in a change of an additional amount of \$1,912 is to be added to the original contract amount for wastewater related items. For electrical utility items an additional \$388 is to be added to the original contract amount. For items associated with reconstruction and improvements to the street and drainage infrastructure the resulting changes resulted in a deduction in the amount of \$48,786 from the original contract. This amount includes a deduction of \$40,294.00 for the re-pavement of Nimitz Street that will be undertaken by City crews. The net affect of this change order is a decrease to the original contract in the amount of \$60,690.

Additionally, the change order provides a times extension of 75 calendar days to the contract. The additional days are granted to the contractor due to rain events in excess of those expected in the months of February, March, April, May, and June 2015 and the associated days required to protect the work until site conditions improved to allow work to continue.

Budget & Financial Summary: The design and majority of consruction of the Streets portion of the project, as well as the

design of the Water and Wastewater portions of this project are funded with Community Development Block Grant funds. The majority of this deducive change order will apply to the Streets portion of the project.

Attachments:

1. Construction Change Order No. 2 to Contract No. 14-355 (on file with the City Secretary)
2. Project Location Map

Cooner Street Reconstruction Project





Legislation Details (With Text)

File #:	15-0491	Version:	1	Name:	Lick Creek Wastewater Treatment Plant Land Buffer
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	8/24/2015	In control:		In control:	City Council Regular
On agenda:	9/10/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of land in fee simple interest and an easement needed for the Lick Creek Land Buffer Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	LCWWTP Land Buffer.pdf Lick Creek WWTP Real Estate - Resolution.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of land in fee simple interest and an easement needed for the Lick Creek Land Buffer Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends Council approval of the Resolution Determining Public Need and Necessity.

Summary: The Lick Creek Wastewater Treatment Plant is surrounded by City Parkland on three sides. However, several homes and a horse boarding facility are located to the remaining east side. City staff requests the authority to negotiate for the purchase of up to 20 acres of land immediately adjacent of the treatment plant. Additionally, staff will negotiate for an easement or agreement to limit further development of the remaining property which will provide a buffer from the treatment plant. Approval of the Resolution Determining Need and Necessity will authorize staff to negotiate for the purchase of these property interests.

Budget & Financial Summary: A budget of \$560,000 has been included in the FY16 Proposed Budget for this project. It is anticipated that the majority of this budget will be expended over the next two fiscal years.

Attachments:

1. Project Map
2. Resolution Determining Public Need and Necessity with Exhibit "A"

Lick Creek Land Buffer

Rock Prairie Road East

Lick Creek Park

N/F Deanda
(Not Included)

20 acres
Land
Fee Simple.

Approximate
Boundaries.

Wastewater
Treatment Plant

The accuracy of this data is limited to the validity and accuracy of available data, and therefore the city makes no representation or warranty as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act. Map created by Mark McAuliffe on August 10, 2015.



RESOLUTION DETERMINING PUBLIC NEED AND NECESSITY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING PUBLIC NEED AND NECESSITY FOR THE CITY TO INITIATE, COMPLETE, AND ACQUIRE CERTAIN PROPERTY LOCATED AT 17150 ROCK PRAIRIE ROAD and 17188 ROCK PRAIRIE ROAD, COLLEGE STATION, BRAZOS COUNTY, TEXAS 77845 FOR THE PURPOSE OF THE LICK CREEK LAND BUFFER PROJECT; AUTHORIZING THE CITY AND ITS REPRESENTATIVES AND EMPLOYEES TO TAKE ANY AND ALL REASONABLE ACTIONS TO ACHIEVE SAME; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

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

WHEREAS, the City is engaged in the Lick Creek Land Buffer project (“Project”); and

WHEREAS, such Project is for the public purpose of wastewater treatment and services; and

WHEREAS, such Project is located at or about the following physical location: 17150 Rock Prairie Road and 17188 Rock Prairie Road, College Station, Brazos County, Texas 77845; and

WHEREAS, such Project will necessitate the acquisition of land as set forth in this Resolution; and

WHEREAS, the City Council of the City desires to acquire land for the Project to achieve the aforesaid public purpose, and herein determines it to be in the best interest of its citizens and the general public to designate its lawful agents and representatives, including City staff, to achieve same, now therefore,

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

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

PART 2: That the City Council of the City of College Station, Texas, herein determines it to be in the best interest of its citizens and the general public to commence the Lick Creek Land Buffer Project at 17150 Rock Prairie Road and 17188 Rock Prairie Road, College Station, Brazos County,

Texas77845 for the public purpose of wastewater treatment and services, and to take any and all reasonable action to achieve completion of the Project, including the acquisition of property.

PART 3: That the Project will require the acquisition of a fee simple and easement interest in the property as described in Exhibit "A" attached hereto and made a part of this Resolution ("Property").

PART 4: That the City's representatives, agents, and staff are hereby authorized to acquire the Property pursuant to applicable law, including Chapter 2206 Texas Government Code and Chapter 21 Texas Property Code as same may, from time to time, be amended; and to specifically provide the Landowner's Bill of Rights to landowners, and to conduct such land appraisals as may be desired and as may be required by law.

PART 5: That adoption of this Resolution shall not authorize the City's representatives, agents, and staff to proceed to condemnation without first obtaining express authority to condemn from the City Council.

PART 6: That the City Manager is hereby authorized to direct and designate City staff and to contract with one or more agents or representatives as deemed appropriate to act on behalf of the City to acquire the Property, including contracting with professional appraisers for appraisal services, and contracting with professional real estate agents to act as a land agent for the City relating to acquisition of the Property.

PART 7: That the City Attorney and his authorized designee be hereby authorized to execute those documents necessary to close on the purchase of the Property.

PART 8: That the City Manager and his authorized designee be authorized to sell any surplus improvements and to order the removal or the demolition of any improvements that are located on the Property that in their determination hinder or are unnecessary to completion of the Project.

PART 9: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 10th day of September, A.D. 20_15.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

EXHIBIT "A"

Project includes the acquisition of:

A fee simple interest in no more than 20 acres of the Property. Said 20 acres depicted by the attached map; and

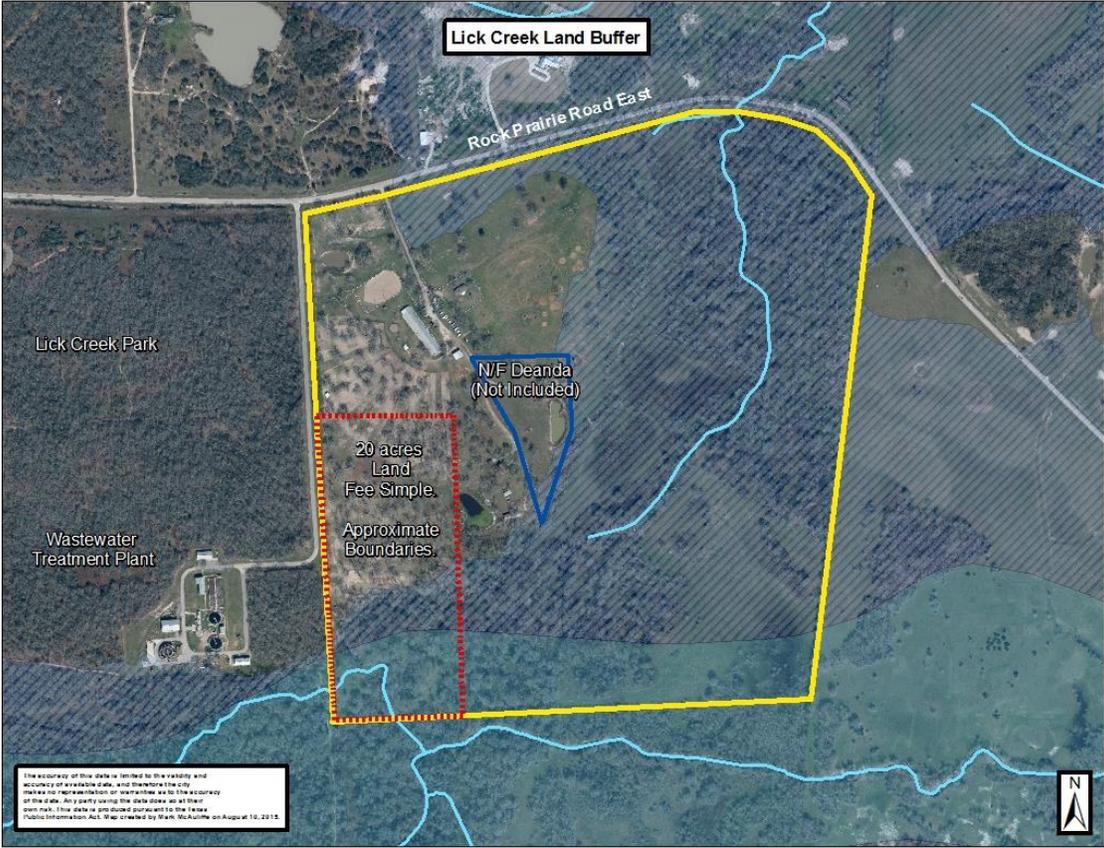
An easement interest to limit development of the remaining Property.

Property:

Owner: Debra Dayhoff Sikes
Address: 17150 Rock Prairie Road
Tax ID: 24896
Legal Description: 144.43 acres of land lying and being situated in the in the S.W. Robertson Survey, A-202, Brazos County, Texas, being part of Tracts L1, L2, L3 and L4, Ray Cowart Subdivision in Brazos County, Texas, according to the plat recorded in Volume 300, Page 299, Deed Records of Brazos County, Texas and being all of that property conveyed to Debra Dayhoff Sikes by Deeds recorded in Volume 11128, Page 293 and Volume 11128, Page 296, Official Records of Brazos County, Texas; and

Owner: Debby Sikes
Address: 17188 Rock Prairie Road
Tax ID: 24897
Legal Description: 5.51 acres of land lying and being situated in the in the S.W. Robertson Survey, A-202, Brazos County, Texas, being part of Tracts L1, L2 and L3, Ray Cowart Subdivision in Brazos County, Texas according to the plat recorded in Volume 300, Page 299, Deed Records of Brazos County, Texas, and being all of that tract conveyed to Debby Sikes by Deed recorded in Volume 5783, Page 225 Official Records of Brazos County, Texas.

Following: Map





Legislation Details (With Text)

File #: 15-0493 **Version:** 1 **Name:** Replacement Parts for Refuse Truck Equipment
Type: Contract **Status:** Consent Agenda
File created: 8/24/2015 **In control:** City Council Regular
On agenda: 9/10/2015 **Final action:**

Title: Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of parts and repair services for City refuse trucks from Heil of Texas. Contract pricing for parts and labor are available from Heil of Texas through the BuyBoard Purchasing Cooperative (Contract 425-13). The estimated annual expenditure for parts and repair services for refuse trucks: \$60,000.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [BuyBoard - Heil Pricing.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of parts and repair services for City refuse trucks from Heil of Texas. Contract pricing for parts and labor are available from Heil of Texas through the BuyBoard Purchasing Cooperative (Contract 425-13). The estimated annual expenditure for parts and repair services for refuse trucks: \$60,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval to purchase parts and repair services from Heil of Texas through the BuyBoard contract.

Summary: Annual blanket purchase orders issued to Heil of Texas over the past five (5) years have not exceeded \$50,000; however, it is estimated that \$60,000 should be sufficient for the coming year based on the average amount spent on replacement parts and repairs since July 2014. Parts and repairs are necessary for various refuse trucks with side, front and rear loading bodies and dump bodies.

Purchases for captive replacement parts and components for Heil refuse equipment are exempt from competitive bidding; however, discounted parts and services are available through the BuyBoard Purchasing Cooperative. Products and services offered through BuyBoard contracts have been subjected to either the competitive bid or competitive proposal format based on Texas statutes under the Local Government Code Chapter 252.

Budget & Financial Summary: Funds are budgeted and available in the Fleet Maintenance Account.

Attachments:

1. BuyBoard Sheet

The Local Government Purchasing Cooperative

For the Period 10/1/2013 to 9/30/2016

Recommended Award Report for Refuse Bodies, Trailers & Other Bodies #425-13

<i>106</i> Concrete Mixer, Truck Mounted, 10 yard			
Vendor	Vendor Brand and Model Number	Bid Price	Award
Freightliner of Austin	Beck Industrial, 10 yd	\$31,190.00	Yes
Longhorn International Trucks, LTD	Continental Low Profile Paver 10 1/2 yd	\$35,360.00	Yes

<i>107</i> Concrete Mixer, Truck Mounted, 11 yard			
Vendor	Vendor Brand and Model Number	Bid Price	Award
Freightliner of Austin	Beck Industrial, 11 yd	\$32,790.00	Yes
Longhorn International Trucks, LTD	Continental Bridge Saver Paver 11 yd	\$53,395.00	Yes

<i>108</i> Concrete Mixer, Truck Mounted, 12 yard			
Vendor	Vendor Brand and Model Number	Bid Price	Award
Freightliner of Austin	Beck Industrial, 12 yd	\$34,180.00	Yes

<i>114</i> Hourly Labor Rate for: Repair/Service of all Equipment			
Vendor	Vendor Brand and Model Number	Bid Price	Award
Bridgeport Trucks Mfg.	Hourly Labor Rate for Repair/Service of all Equipment	\$55.00	Yes
Waste Concepts, Inc.	Hourly Labor Rate for Repair/Service of all Equipment	\$65.00	Yes
Heil of Texas (Texan Waste Equipment Inc.)	Hourly Labor Rate for Repair/Service of all Equipment	\$85.00	Yes
Magnum Trailers	Hourly Labor Rate for Repair/Service of all Equipment	\$90.00	Yes
Bee Equipment Sales, Ltd.	Hourly Labor Rate for Repair/Service of all Equipment (plus \$2.00 per mile)	\$95.00	Yes
Freightliner of Austin	Hourly Labor Rate for Repair/Service of all Equipment	\$98.00	Yes
Texas Municipal Equipment, LLC	Hourly Labor Rate for Repair/Service of all Equipment	\$100.00	Yes
Longhorn International Trucks, LTD	Hourly Labor Rate for Repair/Service of all Equipment	\$102.00	Yes
Grande Truck Center	Hourly Labor Rate for Repair/Service of all Equipment	\$125.00	Yes

The Local Government Purchasing Cooperative

For the Period 10/1/2013 to 9/30/2016

Recommended Catalog Award Report for Refuse Bodies, Trailers & Other Bodies #425-13

115 Discount (%) Off Catalog/Pricelist for: Repair Parts

Vendor	Vendor Catalog Info	Percent Discount	Award
Bee Equipment Sales, Ltd.	Bee Equipment pricelist	0%	Yes
Bridgeport Trucks Mfg.	Bridgeport pricelist	10%	Yes
Freightliner of Austin	Freightliner of Austin pricelist	0%	Yes
Grande Truck Center	Grande Truck Center pricelist	0%	Yes
Longhorn International Trucks, LTD	Longhorn International Trucks pricelist	0%	Yes
Heil of Texas (Texan Waste Equipme	Texan waste Equipment pricelist	11%	Yes
Texas Municipal Equipment, LLC	www.texasmunicipalequipment.com	2%	Yes



Legislation Details (With Text)

File #:	15-0494	Version:	1	Name:	Auto Body Repair Annual Contract - Renewal
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	8/24/2015	In control:		In control:	City Council Regular
On agenda:	9/10/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the renewal of service contract 14-372 with Cal's Body Shop for annual automobile and truck paint and body repairs in an amount not to exceed \$60,000.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Contract 14-372 Auto Paint Body Ren1-signed.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the renewal of service contract 14-372 with Cal's Body Shop for annual automobile and truck paint and body repairs in an amount not to exceed \$60,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the service agreement renewal with Cal's Body Shop for the term of September 11, 2015 through September 10, 2016.

Summary: The Fleet Division of Public Works Department does not have the internal resources to make automotive paint and body repairs to damaged vehicles in our fleet. In FY14, staff solicited sealed competitive bids for this service. Two (2) sealed bids were received and Cal's Body Shop submitted the lowest responsible bid. Cal's Body Shop agrees to renew the agreement for the original not-to-exceed amount of \$60,000. This is the first of two renewal options available.

Budget & Financial Summary: Funds are available in the Property and Casualty Fund.

Attachments:

1. Renewal Form

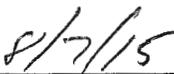
RENEWAL ACCEPTANCE 1

By signing herewith, I acknowledge and agree to renew Contract No. 14-372 for Annual Auto/Truck Paint and Body Repairs and all other terms and conditions previously agreed to and accepted for an amount not to exceed Sixty Thousand and No/100 Dollars (\$60,000.00).

I understand this renewal agreement will be for the period beginning September 11, 2015 through September 10, 2016. This is the first of two (2) renewal options.

CAL'S BODY SHOP


Authorized Signature


DATE

APPROVED:

City Manager

DATE

City Attorney

DATE

Executive Director of Business Services

DATE



Legislation Details (With Text)

File #: 15-0495 **Version:** 1 **Name:** Bank Depository
Type: Presentation **Status:** Consent Agenda
File created: 8/24/2015 **In control:** City Council Regular
On agenda: 9/10/2015 **Final action:**

Title: Presentation, possible action, and discussion on a resolution selecting a depository bank, approving a bank depository contract, designating the City Manager or his Designee as the designated officer to administer the depository services for the City, and authorizing the maximum expenditure of funds for the term of the contract. Branch Banking & Trust "BB&T" is the bank being recommended as the City's depository bank. The contract is for a three year term with two one-year renewal options and it is anticipated that the cost for depository services will not exceed \$35,000 in any year of the contract.

Sponsors: Jeff Kersten

Indexes:

Code sections:

Attachments: [resolution \(depository\).pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a resolution selecting a depository bank, approving a bank depository contract, designating the City Manager or his Designee as the designated officer to administer the depository services for the City, and authorizing the maximum expenditure of funds for the term of the contract. Branch Banking & Trust "BB&T" is the bank being recommended as the City's depository bank. The contract is for a three year term with two one-year renewal options and it is anticipated that the cost for depository services will not exceed \$35,000 in any year of the contract.

Relationship to Strategic Goals: Goal I Financially Sustainable City Providing Response to Core Services and Infrastructure

Recommendation(s): Approve the resolution selecting BB&T as the City's depository bank.

Summary: Depository services primarily consist of receiving and holding City deposits and of processing City transfers/payments through either electronic fund transfers or the clearing of checks drawn on City accounts. The City's current depository services contract is with BB&T and on a monthly basis the City deposits and withdraws approximately \$17.3 million and maintains a combined average balance of approximately \$70-\$75 million.

On May 13, 2015 the City released a request for applications (RFA) for bank depository services. The following two banks responded to the request: BB&T and Wells Fargo Bank. A committee of three staff members was formed to evaluate the applications.

The evaluation criteria used to rank the applications were outlined in the RFA. The three most heavily weighted factors were: 1) the ability to perform and provide the required and requested services, 2) the cost of banking services, and 3) the ability to provide the City with effective and innovative cash management services. Although both of the banks submitted excellent applications BB&T application received the majority of the vote from the evaluation committee. In addition to providing an extensive list of services, Branch Banking & Trust submitted the lowest cost for banking services, and it clearly

demonstrated the ability to present the City with innovative cash management options. BB&T will also pay the City interest on its excess collected balance.

The contract is for a three year period and has the option of two one-year renewals.

Budget & Financial Summary: The annual cost for the services provided by BB&T is expected to not exceed \$35,000 annually. The expenditure for banking services is budgeted in the General Fund.

Attachments:

Depository Services Contract available in the City Secretary Office
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A DEPOSITORY BANK, APPROVING A BANK DEPOSITORY CONTRACT, DESIGNATING THE CITY MANAGER OR HIS DESIGNEE AS THE DESIGNATED OFFICER TO ADMINISTER THE DEPOSITORY SERVICES FOR THE CITY, AND AUTHORIZING THE MAXIMUM EXPENDITURE OF FUNDS FOR THE TERM OF THE CONTRACT.

WHEREAS, the City of College Station, Texas, solicited applications for a Bank Depository Contract pursuant to Chapter 105 of the TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, the selection of BB&T is being recommended to provide banking depository services to the City of College Station, Texas, after an extensive review and selection process; and

WHEREAS, Chapter 105 of the TEXAS LOCAL GOVERNMENT CODE and the terms of the Bank Depository Contract require the designation of a municipal officer to represent and act on behalf of the City on all matters arising from the Bank Depository Contract; now, therefore,

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

PART 1: That the City Council hereby designates BB&T as the City's Depository Bank.

PART 2: That the City Council hereby approves the Bank Depository Contract with BB&T for an amount not to exceed \$105,000.00 over a three-year term for bank depository services.

PART 3: That the City Council hereby designates the City Manager or his Designee to serve as the City's Designated Officer to represent and act on the City's behalf on all matters arising under the Depository Services Contract.

PART 4: That the funding for this project shall be as budgeted from the General Fund in the amount of \$ 105,000.00.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 10th day of September, A.D. 2015.

RESOLUTION NO. _____

Page 2

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 15-0499 **Version:** 2 **Name:** Parking Violations
Type: Ordinance **Status:** Consent Agenda
File created: 8/25/2015 **In control:** City Council Regular
On agenda: 9/10/2015 **Final action:**
Title: Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", C "Hearing Officer; Powers, Duties and Functions", Subsection (2) "Parking Citations", Subsection (a).
Sponsors: Debbie Eller
Indexes:
Code sections:
Attachments: [CH 10 Sec 4\(2\)a Citation Authority 8-24-15.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", C "Hearing Officer; Powers, Duties and Functions", Subsection (2) "Parking Citations", Subsection (a).

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Neighborhood Integrity
- Improving Mobility

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

Summary: In an effort to address neighborhood integrity and public safety issues, staff has identified a process for Community Services staff to assist with parking enforcement throughout the City. Additional resources funded through the anticipated FY 2016 budget will allow for the expansion of Code Enforcement Officers and Northgate District staff duties to include parking enforcement throughout the City. The ordinance currently provides authority for the issuance of parking citations or summons to City Parking Enforcement Officers, Code Enforcement Officers, and College Station Peace Officers. This revision will provide additional authority to other designated Code Enforcement Officials, and Community Services Department staff members with code enforcement duties. This ordinance revision is being requested at this time to allow for Community Services staff to assist with upcoming weekend events. Initially, efforts will be made to educate residents and visitors regarding the City's adopted codes and ordinances prior to taking formal enforcement action.

Budget & Financial Summary: N/A

Attachments:

Attachment 1: Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", C "HEARING OFFICER; POWERS, DUTIES AND FUNCTIONS", BY AMENDING SUBSECTION (2) "PARKING CITATIONS", SUBSECTION (A) OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", C "Hearing Officer; Powers, Duties and Functions", by amending subsection (2) "Parking Citations", subsection (a) of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, C “Hearing Officer; Powers, Duties and Functions”, subsection (2) “Parking Citations”, subsection (a) is amended as set out below:

- (a)** The administrative adjudication process is initiated by the issuance of a parking citation or summons. Authority and powers necessary to issue citations or summons to gain compliance with Code provision, and all other Codes or Ordinances of the City, are given to City Parking Enforcement Officers, Code Enforcement Officers, College Station Peace Officers, any other designated Code Enforcement Officials, and Community Services Department staff members with code enforcement duties. A parking citation serves as the summons and notice of administrative adjudication hearing under this section.



Legislation Details (With Text)

File #:	15-0503	Version:	1	Name:	Certification of Unopposed Candidates and ordinance ordering the cancellation of the General Election
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	8/25/2015	In control:		In control:	City Council Regular
On agenda:	9/10/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on the Certification of Unopposed Candidates and an ordinance ordering the cancellation of the General Election for Councilmember Place 4 and Councilmember Place 6 on November 3, 2015. (Presentación, posible acción y discusión acerca de la Certificación de Candidato Sin Oposición y una ordenanza que ordene la cancelación de las Elecciones Generales para Miembro del Consejo Posición 4 y 6 el 3 de noviembre 2015.)				
Sponsors:	Sherry Mashburn				
Indexes:					
Code sections:					
Attachments:	Certification of Unopposed Candidates (Eng&Span).pdf Order canceling election (English).pdf Order canceling election (Spanish).pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the Certification of Unopposed Candidates and an ordinance ordering the cancellation of the General Election for Councilmember Place 4 and Councilmember Place 6 on November 3, 2015. (*Presentación, posible acción y discusión acerca de la Certificación de Candidato Sin Oposición y una ordenanza que ordene la cancelación de las Elecciones Generales para Miembro del Consejo Posición 4 y 6 el 3 de noviembre 2015.*)

Summary:

A general election may be cancelled if each candidate for an office that is to appear on the ballot is unopposed. As soon as possible after the deadline for declaration of write-in candidacy, if no candidate in the election is opposed on the ballot or by a declared write-in candidate, the City Secretary must deliver to the City Council a certification that each candidate for office is unopposed [EC §2.052]. (*Se pueden cancelar elecciones generales si cada candidato a un cargo que ha de aparecer en la boleta, no tiene oposición. Tan pronto como sea posible después de la fecha límite para la declaración de "write-in" [ser un candidato en que los votantes agregan el nombre en el espacio en blanco en la boleta], si no hay candidatos oponentes en la boleta ni por una declaración de agregar en el espacio en blanco o "write-in", entonces la Secretaria de la Ciudad deberá entregarle al Consejo Municipal una certificación que cada candidato para los cargos en la boleta se encuentran sin oposición [EC §2.052].*)

Upon receiving the certification, the City Council may declare the unopposed candidates elected to office, in which case the election is not held [EC §2.052(b)]. The statute provides that a certificate of election is issued to each candidate who is declared elected, "in the manner and at the same time as

provided for a candidate elected at the election” [EC §2.053(c)]. Candidates elected through cancellation must also qualify for office and take the oaths of office the same as candidates elected at an election. *(Al recibir la certificación, el Consejo Municipal podrá declarar a los candidatos sin oposición electos al cargo, y en tal caso no se celebran las elecciones [EC §2.052(b)]. El estatuto estipula que se emita una certificación de elecciones a cada candidato declarado electo, “de la manera y al mismo tiempo como se indica para un candidato electo en elecciones” [EC §2.053(c)]. Los candidatos electos por medio de cancelación también deberán calificar para el cargo y tomar el juramento al cargo al igual que los candidatos electos en elecciones.)*

Budget & Financial Summary: N/A

Attachments:

1. Certification of Unopposed Candidates (*Certificación de Candidatos Sin Oposición*)
2. Ordinance Cancelling the General Election for Councilmember Place 4 and Councilmember Place 6 (*Borrador de la Ordenanza Cancelando las Elecciones Generales para Miembro del Consejo Posición 4 y 6*)

**Certification of Unopposed Candidates
By the City Secretary**

I, Sherry Mashburn, certify that I am the City Secretary of the City of College Station, Texas, and the authority responsible for preparing the ballot for the November 3, 2015 City election. I further certify that no person has made a declaration of write-in candidacy, and the following candidates are unopposed:

<u>Candidate</u>	<u>Office Sought</u>
John Nichols	Councilmember, Place 4
James Benham	Councilmember, Place 6

Sherry Mashburn, City Secretary
City of College Station, Texas

Dated this 10th day of September, 2015.

Certificación de Candidatos Sin Oposición por el Secretario de la Ciudad

Yo, Sherry Mashburn, certifico que soy la Secretaria de la Ciudad, de la Ciudad de College Station, Texas, y la autoridad responsable para preparar la boleta para las elecciones de la Ciudad el 3 de noviembre 2015. Además certifico que ningún individuo ha realizado una declaración de candidatura de agregar su nombre en el espacio en blanco de la boleta o “*write-in*”, y el los candidatos siguientes se encuentran sin oponentes:

<u>Candidato</u>	<u>Cargo Deseado</u>
John Nichols	Miembro del Consejo Posicion 4
James Benham	Miembro del Consejo Posicion 6

Sherry Mashburn, Secretaria de la Ciudad
Ciudad de College Station, Texas

Fecha este 10 día del mes de **septiembre** 2015.

AN ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE NOVEMBER 3, 2015 GENERAL CITY ELECTION, ELECTED TO OFFICE; CANCELING THE COUNCILMEMBER PLACE 4 AND COUNCILMEMBER PLACE 6 ELECTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the general city election was for November 3, 2015 for the purpose of electing Councilmembers to the City Council; and

WHEREAS, the City Secretary has certified in writing that no person has made a declaration of write-in candidacy, and that the Councilmember candidates on the ballot are unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidates elected to office and cancel the Councilmember elections.

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

SECTION 1. The following candidates, who are unopposed in the November 3, 2015 general City election, are declared elected to office, and shall be issued certificates of election following the time the elections would have been canvassed:

<u>Candidate</u>	<u>Office Sought</u>
John Nichols	Councilmember, Place 4
James Benham	Councilmember, Place 6

SECTION 2. The November 3, 2015 general City Councilmember Place 4 election and City Councilmember Place 6 election are canceled, and the City Secretary is directed to cause a copy of this ordinance to be posted on Election Day at each polling place used or that would have been used in the election.

SECTION 3. If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 4. This ordinance shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of College Station this 10th day of September, 2015.

CITY OF COLLEGE STATION:

Nancy Berry, Mayor

ATTEST:

APPROVED AS TO FORM:

Sherry Mashburn, City Secretary

Carla Robinson, City Attorney

UNA ORDENANZA DECLARANDO CANDIDATOS SIN OPOSICIÓN EN LAS ELECCIONES GENERALES DE LA CIUDAD DEL 3 DE NOVIEMBRE DE 2015, ELEGIDOS A PUESTOS DE LA CIUDAD; CANCELANDO LAS ELECCIONES PARA EL MIEMBRO DEL CONSEJO No. 4 Y EL MIEMBRO DEL CONSEJO No. 6; PROPORCIONANDO UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONANDO UNA FECHA DE ENTRADA EN VIGENCIA.

CONSIDERANDO QUE, las elecciones generales de la ciudad estaban programadas para el 3 de noviembre de 2015 para elegir a Miembros del Consejo al Consejo de la Ciudad; y

CONSIDERANDO QUE, la Secretaria de la Ciudad ha certificado por escrito que ninguna persona ha declarado un candidato no registrado, y que los candidatos a Miembros del Consejo en la boleta no tienen oposición para los puestos a elegir; y

CONSIDERANDO QUE, bajo estas circunstancias, el Subcapítulo C, Capítulo 2, Código de Elecciones, autoriza que el Consejo de la Ciudad declare a los candidatos electos a los puestos correspondientes y a cancelar las elecciones para elegir a los Miembros del Consejo.

AHORA, POR LO TANTO, QUE SE ORDENE POR EL CONSEJO DE LA CIUDAD DE LA CIUDAD DE COLLEGE STATION, TEXAS:

SECCIÓN 1. Los siguientes candidatos, quienes no tuvieron oposición en las elecciones generales de la Ciudad del 3 de noviembre de 2015, son declarados electos a los puestos correspondientes, y se les entregarán certificados de las elecciones después del tiempo en que las elecciones hubieran sido sondeadas:

<u>Candidato</u>	<u>Puesto Deseado</u>
John Nichols	Miembro del Consejo No. 4
James Benham	Miembro del Consejo No. 6

SECCIÓN 2. Las elecciones generales de la Ciudad del 3 de noviembre de 2015 para elegir al Miembro del Consejo de la Ciudad No. 4 y al Miembro del Consejo de la Ciudad No. 6 se cancelan, y se le pide a la Secretaria de la Ciudad que coloque una copia de esta ordenanza el Día de las Elecciones en cada centro del votaciones utilizado o que hubiera sido utilizado en las elecciones.

SECCIÓN 3. Si cualquier parte de esta Ordenanza se encuentra inválida por una corte de jurisdicción competente, el resto de las provisiones de esta Ordenanza permanecerán en vigencia y en efecto.

SECCIÓN 4. Esta ordenanza entrará en vigencia inmediatamente después de ser adoptada.

APROBADA Y ADOPTADA por el Consejo de la Ciudad de College Station este 10º día del mes de septiembre de 2015.

CIUDAD DE COLLEGE STATION:

Nancy Berry, Alcalde

DOY FE:

APROBADO EN CUANTO A FORMA:

Sherry Mashburn, Secretaria de la Ciudad

Carla Robinson, Abogada de la Ciudad



Legislation Details (With Text)

File #: 15-0514 **Version:** 1 **Name:** Parking Violations
Type: Ordinance **Status:** Consent Agenda
File created: 8/27/2015 **In control:** City Council Regular
On agenda: 9/10/2015 **Final action:**
Title: Presentation, possible action, and discussion on an ordinance amending Chapter 10 "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", C "Hearing Officer; Powers, Duties and Function", by amending the title of the Section C and by amending Subsection (9) "Certain Conduct Unlawful" by adding Subsection (E).
Sponsors: Debbie Eller
Indexes:
Code sections:
Attachments: [CH 10 Sec 4C Park in Yard or Lawn Ord Amend 8-24-15.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance amending Chapter 10 "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", C "Hearing Officer; Powers, Duties and Function", by amending the title of the Section C and by amending Subsection (9) "Certain Conduct Unlawful" by adding Subsection (E).

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Neighborhood Integrity
- Improving Mobility

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

Summary: In an effort to address neighborhood integrity and public safety issues, staff has identified the need for a clarification and an addition to Chapter 10 "Traffic Code". The first revision clarifies the title of Chapter 10 "Traffic Code" Section C by changing the word "powers" to "authority and make the title consistent with the section.

The amending of Chapter 10 "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", C "Hearing Officer; Powers, Duties and Functions", by amending subsection (9) "Certain Conduct Unlawful" by adding Subsection Section (e) that will provide for expanded authority for enforcement of parking in the yard violations in residential areas, with or without a fee charged. This will provide the ability to address significant issues identified in the neighborhoods during special event weekends that lead to complaints and public safety concerns.

Budget & Financial Summary: n/a

Attachments:

Attachment 1: Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 4 “ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS”, C “HEARING OFFICER; POWERS, DUTIES AND FUNCTIONS”, BY AMENDING THE TITLE OF SECTION C AND BY AMENDING SUBSECTION (9) “CERTAIN CONDUCT UNLAWFUL” BY ADDING SUBSECTION SECTION (E) OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That amending Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, C “Hearing Officer; Powers, Duties and Functions”, by amending the title of Section C and by amending subsection (9) “Certain Conduct Unlawful” by adding subsection (e) 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 if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, C “Hearing Officer; Powers, Duties and Functions”, by amending the title of Section C as set out below:

C. Hearing Officer Authority, Parking Fines and Violations.

EXHIBIT “B”

That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, C “Hearing Officer; Powers, Duties and Functions”, by amending (9) “Certain Conduct Unlawful” by adding Subsection Section (e) as set out below:

- (e) It shall be unlawful for a person, owner, occupant, resident, or person in charge of a property, to permit or allow:
 - (i) On property used for residential purposes,
 - (ii) With or without a fee charged,
 - (iii) The parking, stopping, or standing of a motor vehicle on a yard or lawn.



Legislation Details (With Text)

File #: 15-0518 **Version:** 1 **Name:** College Station Science Park
Type: Agreement **Status:** Consent Agenda
File created: 8/28/2015 **In control:** City Council Regular
On agenda: 9/10/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding an Economic Development Agreement between the City of College Station and the College Station Science Park, LLC regarding approximately 53.80 acres located at 2501 Earl Rudder Freeway South known as the College Station Science Park.
Sponsors: Natalie Ruiz
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an Economic Development Agreement between the City of College Station and the College Station Science Park, LLC regarding approximately 53.80 acres located at 2501 Earl Rudder Freeway South known as the College Station Science Park.

Relationship to Strategic Goals:

- Financially Sustainable City
- Diverse Growing Economy

Recommendation: Staff recommends approval of the Economic Development Agreement.

Summary: The purpose of the Economic Development Agreement is to provide incentives to encourage reinvestment and provide shovel-ready sites for research and high tech manufacturing opportunities in College Station. The overall strategy is to position existing underutilized and underperforming properties to take advantage of new development opportunities. Recent commercialization efforts at Texas A&M University will create additional demand for shovel-ready sites within the community. Encouraging reinvestment in the subject property can provide much needed opportunities for job creation in the research and high tech manufacturing industries.

The ten year agreement is performance based and requires the property owner to improve the overall tax value in order to qualify for a rebate of city taxes paid for the previous year. For example, if the property owner constructs a new building valued by the Appraisal District for \$5M, the property owner could be eligible for a rebate of city taxes paid which would be approximately \$22,625 per year. If the property owner does not improve the tax value, they are not eligible for a rebate. Additional incentives in the agreement include fast track permitting and project facilitation including discounted permitting fees.

Budget & Financial Summary: The agreement is performance based and allows the owner to apply for a rebate of property taxes if all criteria is met.

Attachments:

Economic Development Agreement



Legislation Details (With Text)

File #:	15-0473	Version:	1	Name:	Public Utility Easement Abandonment - 952 William D Fitch Parkway
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	8/13/2015	In control:		In control:	City Council Regular
On agenda:	9/10/2015	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning a 0.138 acre portion of a variable width public utility easement which is located at 952 William D. Fitch Parkway further described on the plat of Lot 3A, Block 1, of the Caprock Crossing subdivision recorded in Volume 11714, Page 71, of the Official Records of Brazos County, Texas.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	Vicinity Map Location Map Ordinance Ordinance 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 a 0.138 acre portion of a variable width public utility easement which is located at 952 William D. Fitch Parkway further described on the plat of Lot 3A, Block 1, of the Caprock Crossing subdivision recorded in Volume 11714, Page 71, of the Official Records of Brazos County, Texas.

Relationship to Strategic Initiatives: Core Services and Infrastructure, and a Diverse Growing Economy

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

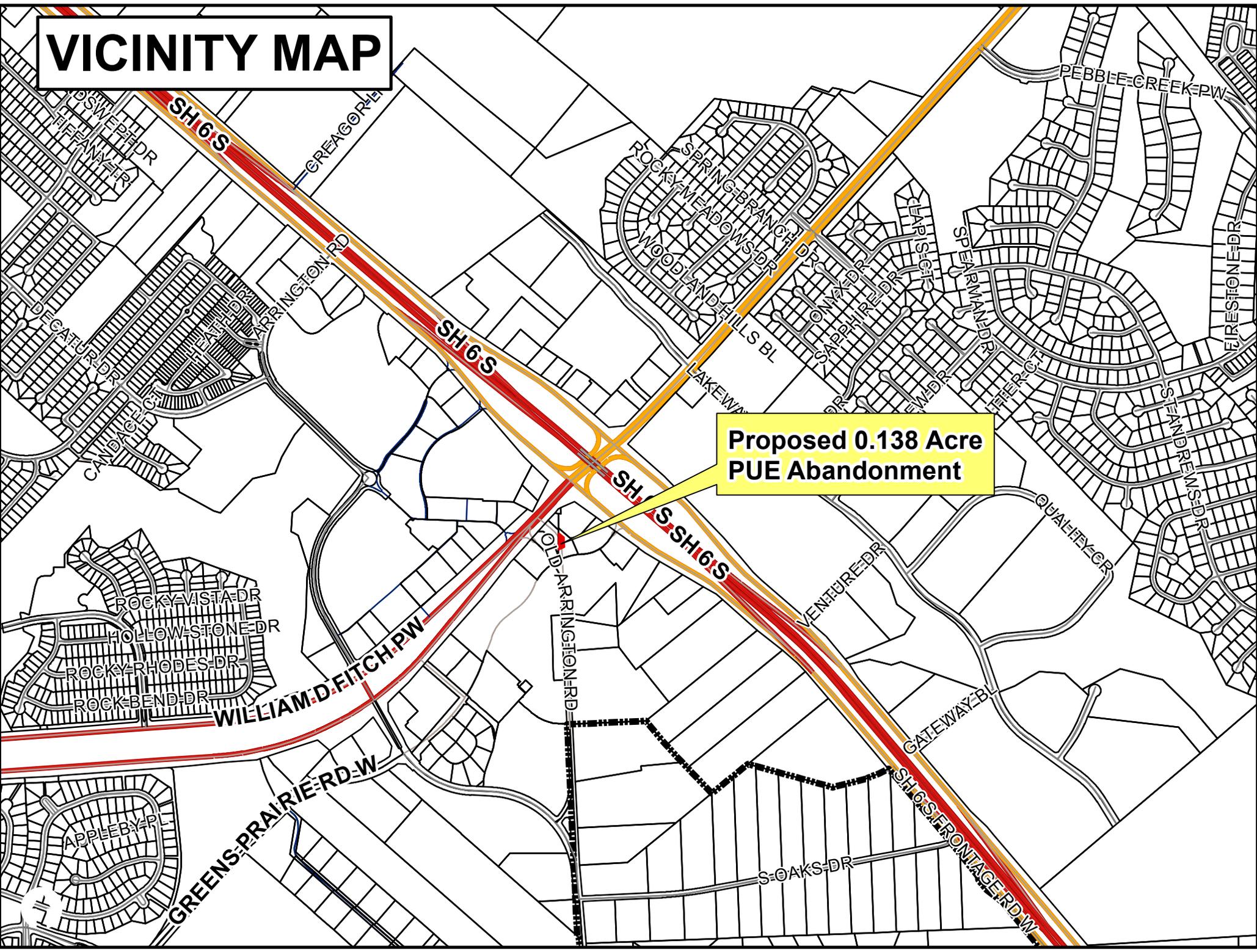
Summary: This ordinance abandons a portion of a public utility easement located on Lot 3A, Block 1 of the Caprock Crossing Subdivision. The public utility easement abandonment accommodates future development of the tract. There is currently a City of College Station water line and a Verizon telecommunication line running through this easement. A temporary blanket easement was previously dedicated 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 new public utility easements are dedicated. The abandonment is conditioned on the relocation of this existing infrastructure and dedication of new Public Utility Easements. If either of these conditions are not met, the abandonment will be null and void.

Budget & Financial Summary: N/A

Attachments:
1. Vicinity Map

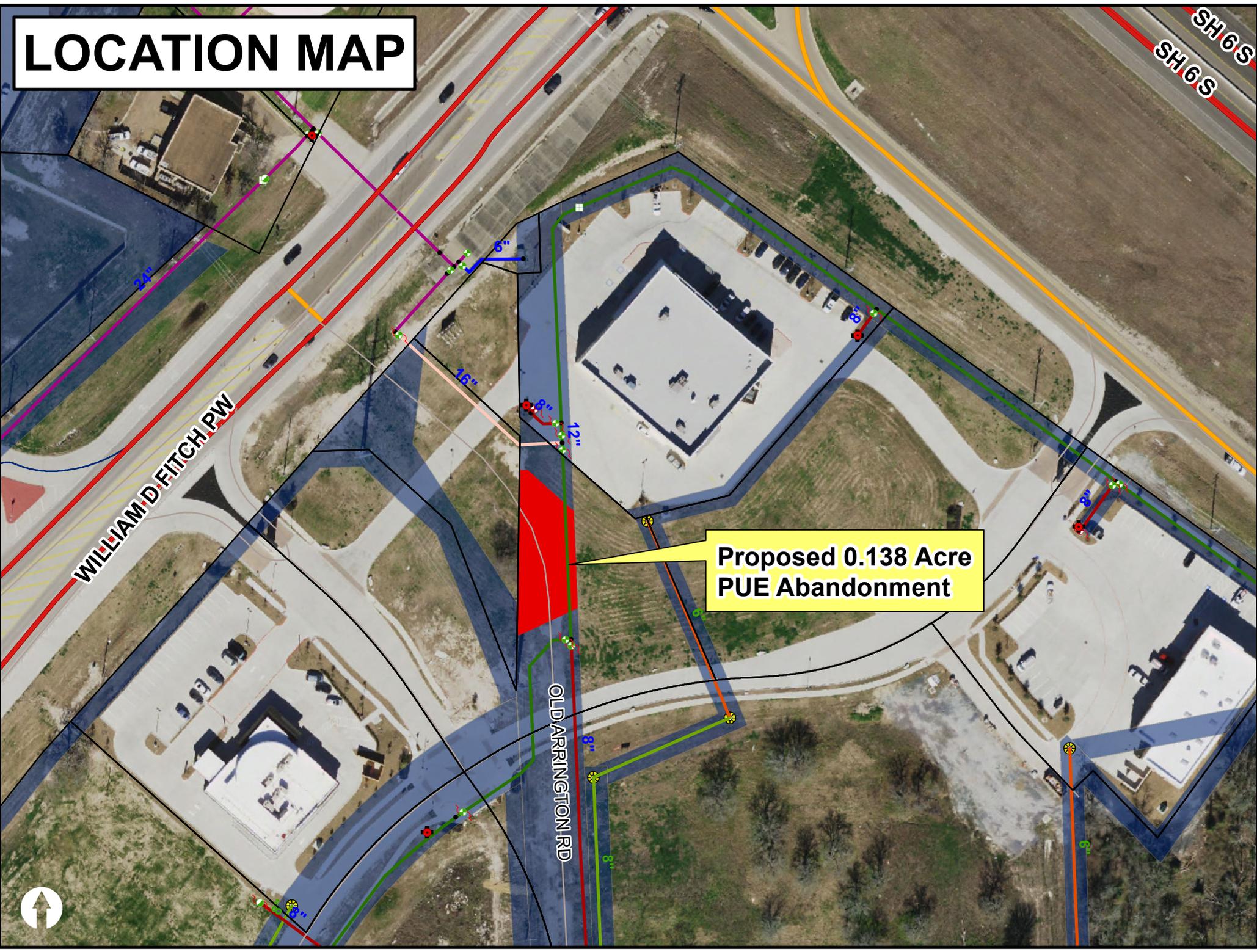
2. Location Map
3. Ordinance
4. Ordinance Exhibit "A"

VICINITY MAP



**Proposed 0.138 Acre
PUE Abandonment**

LOCATION MAP



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.138 ACRE PORTION OF THE VARIABLE WIDTH PUBLIC UTILITY EASEMENT, SAID PORTION LYING ALONG LOT 3A, BLOCK 1, OF THE CAPROCK CROSSING SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 11714, PAGE 71 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the variable width public utility easement, said portion lying along Lot 3A, Block 1, of the Caprock Crossing Subdivision, according to the plat recorded in Volume 11714, Page 71, of the Official Records of Brazos County, Texas, as described in Exhibit “A” attached hereto (such portion hereinafter referred to as the “PUE”); and

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

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in Exhibit “A” attached hereto and made a part of this ordinance for all purposes.

- a.. Abandonment of the PUE will not result in property that does not have access to public roadways or utilities.
- b. Other than set forth herein, there is no public need or use for the PUE.
- c. Except as may be provided for in this ordinance, there is no anticipated future public need or use for the PUE.
- d. As set forth in this ordinance, abandonment of the PUE will not impact access for all public utilities to serve current and future customers.
- e. Utility infrastructure exists within the PUE and the City and its Franchisee has a continuing need for these utilities to remain within the PUE until relocated with development, and said uses are expressly not abandoned herein.

PART 2: That the PUE as described in Exhibit "A" be abandoned and vacated by the City only upon completion of the following conditions:

- a. That the Applicant shall remove and relocate the existing utility infrastructure in accordance with approved construction documents at the Applicant's expense.
- b. That the Applicant shall, upon completion of the removal and relocation of the utility infrastructure, convey by separate instrument or plat to the City public utility easements at the location of said utility infrastructure, in a form acceptable to the City.

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

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

Exhibit A

**METES AND BOUNDS DESCRIPTION
OF A
PORTION OF A PUBLIC UTILITY EASEMENT
LOT 3A, BLOCK 1
CAPROCK CROSSING
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PORTION OF A VARIABLE WIDTH PUBLIC UTILITY LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 3A, BLOCK 1, CAPROCK CROSSING, ACCORDING TO THE PLAT RECORDED IN VOLUME 11714, PAGE 71 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

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

COMMENCING AT A CONCRETE RIGHT-OF-WAY MARKER FOUND BROCKEN ON THE WESTERLY LINE OF SAID LOT 3A AND THE EAST LINE OF A CALLED 0.48 ACRE TRACT AS DESCRIBED BY A DEED TO TEXAS LAND DEVELOPMENT, LLC RECORDED IN VOLUME 11472, PAGE 94 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A TXDOT MARKER FOUND ON THE SOUTHEAST LINE OF STATE HIGHWAY NO. 40 (WILLIAM D. FITCH PARKWAY - VAR. R.O.W.) MARKING A NORTHWEST CORNER OF SAID LOT 3A BEARS: N 47° 18' 35" W FOR A DISTANCE OF 128.91 FEET;

THENCE: S 00° 53' 16" W ALONG THE COMMON LINE OF SAID LOT 3A AND SAID 0.48 ACRE TRACT FOR A DISTANCE OF 16.01 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: THROUGH SAID LOT 3A FOR THE FOLLOWING CALLS:

N 87° 22' 32" E FOR A DISTANCE OF 6.75 FEET;

S 48° 46' 42" E FOR A DISTANCE OF 54.37 FEET TO THE EAST LINE OF SAID VARIABLE WIDTH PUBLIC UTILITY EASEMENT;

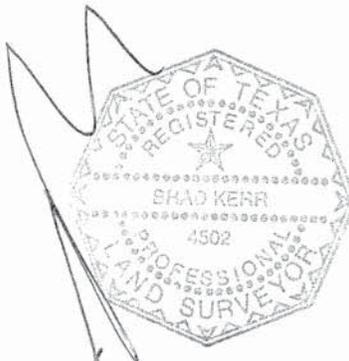
S 02° 22' 33" E ALONG THE EAST LINE OF SAID EASEMENT FOR A DISTANCE OF 86.20 FEET;

S 65° 03' 22" W FOR A DISTANCE OF 58.98 FEET TO THE COMMON LINE OF SAID LOT 3A AND SAID 0.48 ACRE TRACT;

THENCE: N 00° 53' 16" E ALONG THE COMMON LINE OF SAID LOT 3A AND SAID 0.48 ACRE TRACT FOR A DISTANCE OF 146.53 FEET TO THE POINT OF BEGINNING CONTAINING 0.138 OF AN ACRE (6004 SQUARE FEET) OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND. SEE PLAT PREPARED APRIL 2015, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/15-280B.MAB



REVISED: 06-24-15

TXDOT MARKER FOUND BEARS:
 N 47°18'35" W 128.91'
 CONCRETE RIGHT-OF-WAY MARKER FOUND BROKEN
 S 00°53'16" W 16.01'

BRAZOS TEXAS LAND DEVELOPMENT, LLC
 0.48 ACRE TRACT
 11472/94

POINT OF BEGINNING

N 00°53'16" E 146.53'

APPROX. LOCATION OF LEAGUE LINE

PORTION OF EASEMENT TO BE ABANDONED

0.138 ACRE TRACT
 6004.3 SQ. FT.

N 87°22'32" E 6.75'

S 48°46'42" E 54.37'

S 63°03'22" N 58.99'

EXISTING VARIABLE WIDTH PUBLIC UTILITY EASEMENT
 10672/86

S 02°22'33" E 86.20'

PROPOSED 20' PUBLIC UTILITY EASEMENT

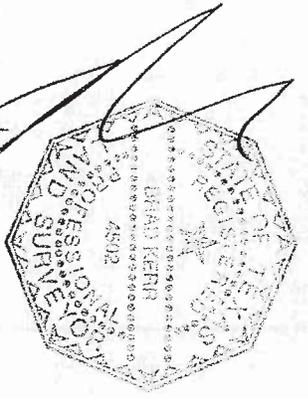
LOT 3A
 BLOCK 1

LOT 1A
 BLOCK 1

EXISTING 20' PUBLIC UTILITY EASEMENT

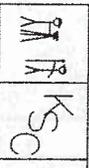
LOT 2A
 BLOCK 1

REVISED 06-24-15: ADJOINER



SCALE: 1" = 30'

SEE METES AND BOUNDS PREPARED APRIL 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
 LOT 3A, BLOCK 1
 CAPROCK CROSSING
 VOLUME 11714, PAGE 71
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 30 FEET
 SURVEY DATE: 2012
 PLAT DATE: 04-15-15
 JOB NUMBER: 15-280
 CAD NAME: 15-280
 CRIS FILE: ARINGTON
 PREPARED BY:
 KERR SURVEYING, LLC
 409 N. TEXAS AVENUE
 BRYAN, TEXAS 77803
 PHONE (409) 268-3195



Legislation Details (With Text)

File #: 15-0497 **Version:** 1 **Name:** FY16 Tax Rate Public Hearing
Type: Presentation **Status:** Agenda Ready
File created: 8/24/2015 **In control:** City Council Regular
On agenda: 9/10/2015 **Final action:**
Title: Public Hearing, presentation, possible action and discussion on the City of College Station 2015 advertised ad valorem tax rate of \$0.4525 per \$100 valuation resulting in an increase in tax revenues. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action and discussion on the City of College Station 2015 advertised ad valorem tax rate of \$0.4525 per \$100 valuation resulting in an increase in tax revenues. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Recommendation(s): Hold public hearing and receive citizen input on the tax rate.

Summary: The Texas Property Tax Code requires that if an entity wishes to increase tax revenues over the effective tax rate then that entity must call and hold two public hearings on the proposed tax rate. Following each public hearing the City Council must announce the meeting date, time and place to adopt the tax rate.

The tax rate that the City Council announced it would hold the public hearings on is \$0.452500 per \$100 assessed valuation.

The notice of this public hearing was placed in the Eagle, as well as on the City's internet site, and the City's television channel.

The first public hearing on the tax rate was held on Wednesday September 2. The City Council will vote on the tax rate on Thursday September 21.

Budgetary and Financial Summary: The public hearing tax rate of \$0.452500 per \$100 assessed valuation will generate \$32,036,946 in taxes. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments: N/A



Legislation Details (With Text)

File #: 15-0496 **Version:** 1 **Name:** FY 2015-2016 Budget Public Hearing
Type: Presentation **Status:** Agenda Ready
File created: 8/24/2015 **In control:** City Council Regular
On agenda: 9/10/2015 **Final action:**
Title: Public Hearing, presentation, possible action, and discussion on the City of College Station FY2015-2016 Proposed Budget.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion on the City of College Station FY2015-2016 Proposed Budget.

Recommendation(s): Hold public hearing on Proposed Budget and receive citizen input. Provide direction to staff on budget.

Summary: The City Charter requires that the City Council call and hold a public hearing on the proposed budget; and that after such public hearing, the Council may insert or decrease items so long as the total of any increases and insertions do not increase the total budget by more than 3%.

The Proposed Budget was presented to the City Council on August 13, 2015. Three budget workshops were held to review the proposed budgets on August 17th, August 18th, and August 19th.

On August 13, 2015, the City Council called a public hearing on the FY2015-2016 Proposed Budget. A notice announcing the public hearing was published in accordance with City Charter and State Law requirements.

The FY2015-2016 Budget is scheduled to be adopted on September 21, 2015.

Budgetary and Financial Summary: The following is an overall summary of the proposed budget.

Subtotal Operation and Maintenance:	\$217,465,476
<u>Subtotal Capital:</u>	<u>86,650,959</u>
Total Proposed Budget:	\$304,116,435

Attachments: Please bring FY2015-2016 Proposed Budget.



Legislation Details (With Text)

File #: 15-0445 **Version:** 1 **Name:** Appointments
Type: Appointment **Status:** Agenda Ready
File created: 8/6/2015 **In control:** City Council Regular
On agenda: 9/10/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding appointments to:
 · Brazos Valley Solid Waste Management Agency
 · Bryan-College Station Convention and Visitors Bureau
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding appointments to:

- Brazos Valley Solid Waste Management Agency
- Bryan-College Station Convention and Visitors Bureau

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Karl Mooney's term on the BVSWMA Board of Directors expires September 30, 2015. The Council has been requested to appoint a director to serve in that position for a term of three (3) years, through September 30, 2018.

The terms for Karl Mooney, Scott Shafer, and Peggy Calliham expire September 30, 2015. The Council has been asked to appoint three directors to the Board for terms of two (2)-years. According to their bylaws, all three are eligible for re-appointment.

Budget & Financial Summary: None

Attachments: None