



## AGENDA MEMORANDUM

First Reading Ordinance for the City Council Meeting of March 24, 2015  
Second Reading for the City Council Meeting of March 31, 2015

**DATE:** February 20, 2015

**TO:** Ronald L. Olson, City Manager

**FROM:** Daniel Grimsbo, P.E., Director, Development Services Department  
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Use Privilege Agreement for Underground Communications Cable to cross Williams Drive right-of-way

### **CAPTION:**

Ordinance authorizing the City Manager or designee, to execute a use privilege agreement with Breckenridge Group Corpus Christi Phase II, LP. ("Permittee"), to install, operate, maintain, and remove a private underground fiber optic communications cable from the existing Phase 1 property (Oso River Estates Subdivision) located on the north side of Williams Drive and crossing approximately 70 linear feet of the Williams Drive public street right-of-way, to the Phase 2 property (Oso River Estates Unit 2 Subdivision) located on the south side of Williams Drive, subject to Permittee' compliance with specified conditions.

### **PURPOSE:**

The purpose of the use privilege agreement is to allow the Breckenridge Group the ability to provide communication service from the Phase 1 property (Oso River Estates) to the Phase 2 property (Oso River Estates Unit 2).

### **BACKGROUND AND FINDINGS:**

Breckenridge Group Corpus Christi Phase II, LP. ("Permittee"), desires to install, operate, maintain, and remove an underground private fiber optic communications cable across the Williams Drive public street right-of-way. The private fiber optic communications cable being installed will be crossing approximately 70 linear feet of the Williams Drive public street right-of-way. The private fiber optic communications cable authorized by this Agreement is strictly limited to providing communication service from the Phase 1 property (Oso River Estates) to the Phase 2 property (Oso River Estates Unit 2), in the Use Privilege Area.

Staff recommends that the Permittee pay an annual payment of \$70.00 for a one-year use privilege agreement, and payable for each additional one-year term, for the use of the Williams Drive public street right-of-way. Permittee must comply with all the specified conditions of the ordinance within 180 days of Council approval.

**ALTERNATIVES:**

Deny the request of a Use Privilege Agreement.

**OTHER CONSIDERATIONS:** Not applicable

**CONFORMITY TO CITY POLICY:**

City Charter Article IX, Section 1, requires City Council approval for use of any portion of public right-of-way for private purposes.

**EMERGENCY / NON-EMERGENCY:** Non-Emergency

**DEPARTMENTAL CLEARANCES:**

All public and franchised utilities were contacted. None of the City departments or franchised utility companies had any facilities or objections regarding the proposed Use Privilege Agreement, provided the applicant meets the specified conditions set out in the Use Privilege Agreement.

Legal  
Finance  
OMB

**FINANCIAL IMPACT:**

Operating       Revenue       Capital       Not applicable

<b>Fiscal Year: 2014-2015</b>	<b>Project to Date Expenditures (CIP only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Line Item Budget				
Encumbered / Expended Amount				
This item		\$70.00	annual term payments of \$70.00	\$70.00
<b>BALANCE</b>		<b>\$70.00</b>	<b>\$70.00</b>	<b>\$70.00</b>

Fund(s):

**Comments:** None

**RECOMMENDATION:**

Staff recommends approval and adoption of the ordinance. Owners must comply with all the following specified conditions of the ordinance:

- a. In exchange for the City’s authorization to use the public right-of-way to place and maintain the underground fiber optic communications cable (“cable”), the Permittee agrees to provide the City with an annual payment of \$70.00, renewable for four additional one-year terms.

- b. The Permittee' use of the cable is strictly limited to serving facilities owned by the Permittee. Permittee may not provide nor permit anyone else to provide service through the cable to any facilities within the City owned by anyone other than the Permittee.
- c. All costs incurred to maintain, repair, or remove the cable is the responsibility of the Permittee.

**LIST OF SUPPORTING DOCUMENTS:**

Ordinance with Exhibits  
Use Privilege Agreement