



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 2, 2011 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Manager Terry Roberts**
- 3. Service Recognitions**

Charlie Pyle	Administration	5 Years
Weldon Williams	Administration	5 Years
William Bentke	Parks	25 Years
- 4. Citizens Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items that Council may act on with one single vote. A councilmember may pull any item from the Consent Agenda in order that the Council discuss and act upon it individually as part of the Regular Agenda.

- 5-a. Minutes from the May 5, 2011 and May 19, 2011 Council Meetings and the May 12, 2011 Council Workshop Meeting**
- 5-b. Second Reading of Ordinance No. O-11-006 Adopting a Revised City of Brenham Drought Contingency Plan and Water Conservation Plan for 2010-2015**

WORK SESSION

- 6. Presentation of the Quarterly Report by the Washington County Convention and Visitors Bureau**

REGULAR AGENDA

- 7. Discuss and Possibly Act Upon an Ordinance on its First Reading Amending the FY2010-11 Adopted Budget**
- 8. Discuss and Possibly Act Upon the Renewal of the Contract with Alexander Oil Company for Gasoline and Diesel Fuel Services for the City of Brenham's Vehicle and Equipment Fleet and Authorize the Mayor to Execute any Necessary Documentation**
- 9. Discuss and Possibly Act Upon Resolution No. R-11-006 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2011 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held on July 2, 9, 16, 23, and 30, 2011**
- 10. Discuss and Possibly Act Upon a Request for a Noise Variance in Connection with Hot Nights, Cool Tunes Summer Concert Series to be Held from 4:00 p.m. to 11:00 p.m. on July 2, 9, 16, 23, and 30, 2011**
- 11. Discuss and Possibly Act Upon Approval of an Agreement with O'Malley Engineers, LLP for Final Design, Bidding, and Construction Phase Services Related to Westwood Drive Improvements and Authorize the Mayor to Execute any Necessary Documentation**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutory recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

- 12. Administrative/Elected Officials Report**

EXECUTIVE SESSION

- 13. Texas Government Code 551.072 – Real Property – Executive Session to Consider the Acquisition of Right of Way from Germania Insurance for the Realignment of Stringer Street Associated with the Improvements Related to the Highway 290 Project**

RE-OPEN REGULAR SESSION

- 14. Discuss and Possibly Take Action as a Result of Executive Session Regarding the Acquisition of Right of Way from Germania Insurance for the Realignment of Stringer Street Associated with the Improvements Related to the Highway 290 Project and Authorize the Mayor to Execute any Necessary Documentation**

Adjourn

Executive Sessions: The City Council for the City of Brenham reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 – Consultation with Attorney, §551.072 – Real Property, §551.073 – Prospective Gifts, §551.074 - Personnel Matters, §551.076 – Security Devices, §551.086 - Utility Competitive Matters, and §551.087 – Economic Development Negotiations.

CERTIFICATION

I certify that a copy of the June 2, 2011 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on May 27, 2011 at _____ Am Pm.

Tammy Cook, Deputy City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2011 at _____ Am Pm.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on May 5, 2011, beginning at 1:00 p. m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Gloria Nix
Councilmember Weldon Williams, Jr.
Council member Andrew Ebel
Councilmember Charlie Pyle
Councilmember Danny Goss

Members absent:

Councilmember Keith Herring

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Chief Financial Officer Carolyn Miller, Debbie Gaffey, Rhonda Kuehn, Wanda Whitener, Adam Griffin, Gerry Hartstack, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Public Works Director Doug Baker, Leslie Kelm, Public Utilities Director Lowell Ogle, Dane Rau, Bobby Branham, Wanda Kramer, Community Services Director Wesley Brinkmeyer, Lin Hartstack, Casey Redman, Angela Hahn, Becky Squyres, Janie Mehrens, Susan Nienstedt, Joyce Mahaney

Citizens present:

Zeb Heckmann, Rachael Greve, Charles Keese, Nelda Keese, Bonnie Talley, Peter Emerson, Clint Kolby

Media Present:

Arthur Hahn, Brenham Banner Press; Frank Wagner, KWHI

- 1. Mayor Tate called the meeting to order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Tate**

3. Proclamations

- Mayor Tate read a proclamation designating May 1-7, 2011 as Municipal Clerks Week. It was accepted by Jeana Bellinger.
- Mayor Tate read a proclamation designating May 2011 as Motorcycle Awareness Month. It was accepted by the Leathernecks Confederation of Texas.

4. Service Recognitions

Service Recognitions were presented to the following employees:

Wanda Whitener	Municipal Court	5 Years
Lin Hartstack	Parks	20 Years
Janie Mehrens	Human Resources	25 Years
Wanda Kramer	Public Utilities	35 Years

5. Citizen Comments

There were no citizen comments

6. Consent Agenda

Statutory Consent Agenda

6-a. Minutes from the April 7, 2011 and April 21, 2011 Council Meetings

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Williams to approve the Statutory Consent Agenda Item 6-a. Minutes from the April 7, 2011 and April 21, 2011 Council Meetings.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Absent
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	Yes

WORK SESSION

7. Presentation and Update on the Brenham Heritage Museum

Zeb Heckmann, Board Chairman for the Brenham Heritage Museum, opened the presentation by introducing Gloria Nix, City Representative on the Museum Board, Bonnie Talley, Board Secretary, Peter Emerson, Board Member and Charles and Nelda Keese of Keese and Associates and thanked them for all the work they have done. Mr. Heckmann then turned the presentation over to Museum Director Rachael Greve.

Mrs. Greve explained the decade long history of the museum renovation project.

- In 1999 the museum contacted Southwest Museum, an exhibit firm organization in Houston, for initial interior exhibit redesign of the main gallery in the museum.
- In 2000 the concept was developed.
- In 2001 this project was published. However, due to lack of funding and interest this project never got started.
- In 2009 Ms. Greve re-opened this project and presented the earlier concepts to the Board of Directors.
- In 2010 a task force was created to help move the project forward.
- Last summer the museum put out a Request for Proposal for the renovation of the museum; Keese & Associates was awarded the bid.

Ms. Greve advised Council that board members will begin working with Mr. Keese and exhibition experts from Southwest Museum to create a timeline for completion. Construction is anticipated to last only two months. She is planning for the construction during the downtimes of January and February so that the museum can be and open by Texas Independence Day in March 2012.

Ms. Greve then asked Charles Keese to discuss the Museum building. Mr. Keese reviewed the Building Evaluation Report and advised Council that the even though the building is 95 years old, it is in excellent condition.

Mayor Tate questioned the down spouts originality to the building. Mr. Keese informed him these were not original to the building but installed later. Kyle Dannhaus, Assistant City Manager, explained that the Museum had trouble in the past with water in the basement. Determining the condition of the drain pipes is a challenge since they are located internally in the walls, so instead of refurbishing these pipes, it was easier to re-route water by installing these down spouts. Mr. Keese said if they would like to redo this, it can be decided later.

Mayor Pro Tem Nix mentioned the historical significance of the museum. She asked if these renovations or changes would jeopardize the historical status of the building. Mr. Keese stated it would not, and that he would be working closely with the Historical Commission.

Mayor Tate asked they keep the council informed on the project.

8. Discussion and Update on 2010-2011 Street Overlay and Street Reconstruction

Doug Baker, Public Works Director, presented this item. He stated that the street department is currently in the second year of the street overlay project. He explained the streets were prioritized and rated by condition. Mr. Baker informed council that due to the amount of work that had to be done in Hillside, there was not any money left in the FY2010-11 budget to do any more street overlay projects.

Mayor Tate asked if the work in Hillside could be completed. Mr. Baker said that feels they can finish the Hillside project, but it may deplete more money than would be safe to take out of the Street Department budget since there is still five months remaining in this budget cycle.

Mr. Baker noted his intent to utilize the mixer that is currently rented. One option he suggests is to stabilize all the streets and seal coat them. Councilmember Goss asked instead of doing the seal coat, would it be better to leave them as they are and then after the new budget year to come in and complete them correctly. Mr. Baker responded that every street will have a seal coat prior to the overlay in order to create a moisture barrier between the base and the surface.

Councilmember Williams asked if there will be a plan to incorporate into the budget a way to fix the streets properly. Mr. Baker used Martin Luther King Street has an example to respond to Mr. William's question. He stated this street could be a nice, smooth street if an overlay contractor came in completed the overlay. However, the budget has not allowed us to hire someone to come in and do the job that really needs to be done to these streets.

REGULAR AGENDA

9. Discuss and Possibly Act Upon an Ordinance on its First Reading Amending Chapter 2 of the City of Brenham's Code of Ordinances to Include Section 2 - 12.4 Municipal Court - Collection Services Contracts and Fees

Rhonda Kuehn, Municipal Court Clerk, presented this item. Ms. Kuehn explained that the proposed ordinance would allow the City to contract with a third party collections vendor; thereby giving Municipal Courts another tool help them collect on outstanding cases. Ms. Kuehn also advised Council of Article 103.0031 of the Code of Criminal Procedures which allows for courts for contract with collection companies.

If council approves this ordinance on the first reading, it will be brought back for second reading at the next council meeting. At that time a contract for collection services will also be presented for council's approval. This contract would allow for collection of other outstanding city debt. Ms. Kuehn noted that other city departments could utilize this contract.

Councilmember Pyle asked if Article 103.0031 specifies a percentage that can be charged. Ms. Kuehn stated that thirty percent can be charged. She further explained that each outstanding case could have a different amount of fees assessed due to the amount that person owes. Ms. Kuehn mentioned the other two collection services currently in use: Warrant collection by the City Marshall and the Omni based DPS program. She feels enacting this third collection service would help close more cases.

Councilmember Pyle wanted to confirm that a portion of the thirty percent would go to the collection firm, and Ms. Kuehn stated that the entire thirty percent would go to the collection firm. The municipal court would assess this fee and then pay the collection firm.

City Manager, Terry Roberts confirmed this ordinance prohibits the court from turning a case over to a collection firm for sixty days. He asked if it is procedure to contact them after a court ruling to do this prior to sending them to collections. Ms. Kuehn stated that a reminder letter is not sent, but Blackboard Connect will be utilized to contact people as a reminder.

Councilmember Ebel asked how much collection money we are expecting. Ms. Kuehn stated that the city is looking at \$1.1 Million. Councilmember Pyle asked what success rate of collection these firms have. Ms. Kuehn noted that some firms have a sixty percent rate while others have a lower amount depending on what area of the state they are in.

Councilmember Pyle questioned if accounts would be retroactive. Ms. Kuehn said they could be on all cases after January 1, 2003.

Lowell Ogle, Director of Public Utilities, said he would be interested in this as well. In the last five years there has been about \$300,000 in uncollected debt in the utility department. This contract could also help them collect on outstanding debt.

Councilmember Goss asked what these firms do differently than what the City Marshall or DPS does to collect fees. Ms. Kuehn responded that different people respond to different methods of collection. These firms have call centers so they notify on a regular basis. This is another collection tool the state has given to attempt closure on cases.

A motion was made by Councilmember Pyle and seconded by Councilmember Ebel to approve an Ordinance on its first reading amending Chapter 2 of the City of Brenham's Code or Ordinances to Include Section 2-12.4 Municipal Court – Collection Services Contracts and Fees.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Absent
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	Yes

10. Administrative/Elected Officials Report

- City Manager Terry Roberts reminded everyone about the Pre-Budget Meeting next Thursday, May 12th, at 8:30 a.m.
- Mr. Roberts also reminded everyone about the Maifest Parade on Friday and Saturday mornings.
- Chief Financial Officer, Carolyn Miller, informed Council that the City of Brenham has been awarded the GFOA Budget Award. Ms. Miller expressed her appreciation of the hard work Budget Officer Debbie Gaffey does in the budget process
- Bobby Branham informed every one of the Annual Spring Cleaning Event. City residents can participate on May 12th – 14th and County residents can participate from May 19th – 21st

Council adjourned into Executive Session at 1:48 p.m.

EXECUTIVE SESSION

11. Texas Government Code Section 551.086 – Utility Competitive Matters – Discuss and Consider an Amendment to the Wholesale Power Agreement with the Lower Colorado River Authority

Executive session adjourned at 2:05 p.m.

No action was taken

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on May 19, 2011 beginning at 1:00 p. m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Councilmember Keith Herring
Council member Andrew Ebel
Councilmember Charlie Pyle
Councilmember Danny Goss
Councilmember Weldon Williams, Jr.

Members absent:

Mayor Pro Tem Gloria Nix

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Administrative Assistant Tammy Cook, Chief Financial Officer Carolyn Miller, Stacy Hardy, Debbie Gaffey, Brandon Plumb, Rhonda Kuehn, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Public Works Director Doug Baker, Kim Hodde, Leslie Kelm, Public Utilities Director Lowell Ogle, Dane Rau Community Services Director Wesley Brinkmeyer, Angela Hahn

Citizens present:

Page Michel, Clint Kolby, Debbie Goss, Mike Darlow, Wanda Kelly, Doug Calame

Media Present:

Arthur Hahn, Brenham Banner Press; Frank Wagner, KWHI

- 1. Mayor Tate called the meeting to order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Charlie Pyle**
- 3. Citizen Comments**

There were no citizen comments.

4. Administer Oath of Office to Elected Officials and Issue Certificates of Election for Unopposed Council Positions:

Certificates of Election were presented for unopposed council positions.

Judge Julian Weisler administered the Oath of Office to the newly elected members of the City Council, Milton Y. Tate, Jr. and Danny Goss

5. Proclamation - Hurricane Preparedness Week

Mayor Tate read a proclamation designating May 22-28, 2011 as Hurricane Preparedness Week. It was accepted by Ricky Boeker

6. Consent Agenda

Statutory Consent Agenda

6-a. Second Reading of Ordinance No. O-11-005 Amending Chapter 2 of the City of Brenham's Code of Ordinances to Include Section 2 - 12.4 Municipal Court Delinquent Fee Collection

A motion was made by Councilmember Pyle and seconded by Councilmember Herring to approve the Statutory Consent Agenda Item 6-a. Ordinance No. O-11-005 Amending Chapter 2 of the City of Brenham's Code of Ordinances to Include Section 2 - 12.4 Municipal Court Delinquent Fee Collection.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Absent
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	Yes

REGULAR AGENDA

7. Discuss and Possibly Act Upon the Election by Council of Mayor Pro Tem

Mayor Tate informed everyone that Mayor Pro Tem Nix was unable to attend this meeting. He opened the floor to nominations for Mayor Pro Tem.

A motion was made by Councilmember Ebel and seconded by Councilmember Herring to re-elect Gloria Nix as Mayor Pro Tem. Mr. Ebel stated if she chooses to relinquish this position when she returns they can take that into consideration at that time.

A motion was then made by Councilmember Goss to table this item until Mrs. Nix returns. No second was made.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Absent
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	Yes

8. Discuss and Possibly Act Upon a Contract for Municipal Court Fines and Fees Collection Services and Authorize the Mayor to Execute any Necessary Documentation

Rhonda Kuehn presented this item to council. She advised council that this contract would allow the Municipal Court to enter into an agreement with the firm of Perdue, Brandon, Fielder, Collins & Mott, LLP for the collection of delinquent Municipal Court fines and fees. She then introduced Mike Darlow, Wanda Kelly, and Doug Calame, representatives from the firm.

Mr. Darlow expressed his appreciation to council for allowing them to work with the City and opened the floor to council for questions.

Councilmember Goss questioned the firm's method of collection. Mr. Darlow explained they use letter writing and phone calls. Phone calls are used primarily; this method proves to be more beneficial and allows instant contact. He went on to explain the extensive address research their firm performs in order to get notices to the correct person.

Councilmember Goss questioned if the recent emphasize on harassment and phone solicitation would be an issue. Mr. Darlow explained harassment would not be an issue, that being a law firm they are held to higher standards than other collection agencies. He assured Council that his firm would interact in a courteous and professional manner.

Councilmember Pyle questioned the firm's method of documentation. Mr. Darlow explained the firm's use of a software program that documents every contact and attempted contact. He went on to explain that each client has access to this system, on a look basis, to see what communication has been made.

Councilmember Herring asked Ms. Kuehn how she made her decision in choosing this firm. Ms. Kuehn stated they have a comfortable and good working relationship with this firm.

Another feature this firm provides is access to the website; the court will be allowed to view information on a case. Ms. Kuehn went on to explain what she feels is the best feature. This firm does not collect money upfront then pay the court, they will have the defendant come into the court directly. In those cases that don't have a plea, the judge is the only person who can take a plea. She continues stating that this method will allow them to follow all state laws and statutes and she feels the defendants are not being harassed by this method of collection.

Councilmember Goss inquired about the next steps in the process if contact is made and still no restitution. Ms. Kuehn stated that the City Marshal will make a visit if no restitution is made. Councilmember Goss questioned at what point the City Marshal make visits. Ms. Kuehn explained that he mainly focuses on the surrounding area of Houston, Austin, and College Station. Anything beyond that area a special trip can be arranged.

A motion was made by Councilmember Herring and seconded by Councilmember Williams to approve a contract with Perdue, Brandon, Fielder, Collins, & Mott, LLP for Municipal Court fines and fees collection services and authorize the Mayor to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Absent
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	Yes

9. Discuss and Possibly Act Upon an Ordinance on its First Reading Adopting a Revised City of Brenham Drought Contingency Plan and Water Conservation Plan for 2010-2015

Dane Rau, Assistant Director of Public Utilities, presented this item. He informed council the Texas Commission on Environmental Quality (TCEQ) mandates and requires the Drought Contingency and Water Conservation plan to be revised and adopted every five years. A five-year and ten-year target for water savings, current rate schedules, statistics for domestic water usage and updated contracts from the Brazos River Authority and the Brenham State School are included in this plan.

Mr. Rau explained the five drought stages in which the City of Brenham can implement throughout extreme conditions. These stages include Mild, Moderate, Severe, Critical, and Emergency. In order to implement the MILD stage, the plant must reach 80% of its designed capacity for 3 consecutive days. Currently the Water Treatment Plant is designed at 6.98 million gallon per day. Once the plant reaches 5,600,000 gallon per day for 3 consecutive days then the MILD stage of the Drought Contingency Plan will be activated.

Councilmember Herring questioned the contract with the Brenham State School. Mr. Rau explained this is a wholesale customer contract. The City will supply water to them and once it is in their tower they are then responsible. Mr. Rau confirmed the State School has their own distribution system. He informed council that all wholesale customer contracts must be incorporated into this plan.

Councilmember Herring asked if the water levels at Laker Somerville have increased due to the recent rainfall. Lowell Ogle, Director of Public Utilities said the level has stabilized but it remains approximately three feet low.

Councilmember Pyle inquired about the use of affluent water. Mr. Rau said affluent water could be used and the city is currently working with a firm out of Austin and something should be in place next year. Mr. Ogle informed council of the preliminary approval of the permit and they will begin looking into other uses of this affluent water.

A motion was made by Councilmember Goss and Seconded by Councilmember Pyle to approve an Ordinance on its first reading adopting a revised City of Brenham Drought Contingency and Water Conservation Plan for 2010-2015

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Absent
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	Yes

10. Discuss and Possibly Act Upon Change Order 1 and Final Payment to Rhodes Building Systems Inc. for Construction of a Warehouse Addition for the Electric Department and Authorize the Mayor to Execute any Necessary Documentation

Lowell Ogle presented this item to Council. Mr. Ogle reminded Council of the bid award to Rhodes Building Systems for construction of a building addition for the Electric Department in early spring. He informed Council that the project came in slightly over budget, but the remaining amount would be paid for by savings from their current operating fund. Mr. Ogle explained that the change order was to modify the roof panels in order to add natural lighting to the inside of the building.

A motion was made by Councilmember Herring and Seconded by Councilmember Ebel to approve Change Order No. 1 and final payment to Rhodes Building Systems Inc. for the construction of a warehouse addition for the Electric Department in the amount of \$85,936.00 and authorize the Mayor to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Absent
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	Yes

11. Discuss and Possibly Act Upon a Request for a Noise Variance from the Citizens for Community Progress to Hold a Band Concert at Henderson Park from 4:00 p.m. to 7:00 p.m. on May 22, 2011

Doug Baker, Director of Public Works, presented this item. He explained that this event would have different bands from various churches in an effort to provide wholesome activity in the community and in the park. Mayor Tate wanted confirmation that the event would be concluded by 7:00 p.m. Mr. Baker confirmed it would.

A motion was made by Councilmember Williams and seconded by Councilmember Herring to approve a request for a noise variance from the Citizens for Community Progress to hold a band concert at Henderson Park from 4:00 p.m. to 7:00 p.m. on Sunday, May 22, 2011.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Absent
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	Yes

12. Administrative/Elected Officials Report

- City Manager, Terry Roberts had a number of items to report:
 - Provided Council with a map of the U.S. 290 Project;
 - Chamber After-Hours Event at Blinn.
 - PI Components being recognized for their company's Presidential Award on Friday, May 27, 2011
 - Toubin Park Ground Breaking Ceremony to be held Wednesday morning, May 25, 2011
 - Summer Kick-off for the Blue Bell Aquatics Center on May 28th
 - Peggy Albert's termination of employment with the city. He mentioned Paula Shields will be coming on board as a part-time staff member in the City Manager's office. Paula will work Tuesday and Wednesday of each week.
 - Updated the progress of the Amphitheatre project and the All-Sports Building.

- Lowell Ogle reminded everyone of the Spring Clean-up that is currently in progress.
- Charlie Pyle expressed his appreciation to all city departments that helped with Maifest and the County Flavors Festival.
- Mayor Tate expressed his appreciation to Fire and Police for their work with the funeral procession of Fallen Soldier Spaulding of Sheridan, Texas.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

Brenham City Council Minutes

A workshop meeting of the Brenham City Council was held on May 12, 2011 beginning at 8:30 a. m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Gloria Nix
Councilmember Keith Herring
Council member Andrew Ebel
Councilmember Charlie Pyle
Councilmember Danny Goss
Councilmember Weldon Williams, Jr.

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, City Secretary Jeana Bellinger, Chief Financial Officer Carolyn Miller, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Public Works Director Doug Baker, Community Services Director Wesley Brinkmeyer, Stacy Hardy, Debbie Gaffey, and Angela Hahn

Citizens present:

None

Media Present:

Arthur Hahn, Brenham Banner Press; Frank Wagner, KWHI

- 1. Mayor Tate called the meeting to order**
- 2. FY2011-12 Pre-Budget Planning**

City Manager, Terry Roberts, welcomed everyone and explained that the budget team has taken a strategic look at where the City is financially as we head into the FY2012 budget season. He advised Council that Budget Officer, Debbie Gaffey, has assembled a significant amount of financial data to help Council better understand the City's position. He then turned the presentation over to Ms. Gaffey.

Ms. Gaffey presented her FY2012 Capital Funding report to Council. She discussed in detail the following:

- History of the O&M tax rate;
- Changes in taxable property valuations;
- Changes in sales tax revenue;
- Changes in utility franchise tax;
- Capital projects budget (net of personnel costs);
- Street maintenance budgets;
- Personnel expenditures;
- Debt service fund capacity; and
- Projected new debt issuance capacity

In closing, Ms. Gaffey asked Council to consider the following options and provide feedback to staff so that work can begin on bringing them a balanced budget later in the summer:

1. Is Council willing to support an increase in the O&M rate to help fund capital expenditures?
2. Is Council willing to adopt the effective tax rate, if it is higher than the current tax rate?
3. Will Council support a management directive to reduce personnel costs through a reduction-in-force?
4. Is Council willing to expand debt capacity over and beyond the Highway 290 project?
5. Would Council prefer to simply defer capital spending to a future budget?

Council advised staff that they would like to consider all of the options and asked if staff could provide them more specific details related to each option.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

ORDINANCE NO. O-11-006

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, ADOPTING A REVISED DROUGHT CONTINGENCY PLAN AND WATER CONSERVATION PLAN; ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES; ESTABLISHING RESTRICTIONS ON CERTAIN WATER USES; ESTABLISHING PENALTIES FOR THE VIOLATION OF AND PROVISIONS FOR ENFORCEMENT OF THESE RESTRICTIONS; ESTABLISHING PROCEDURES FOR GRANTING VARIANCES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brenham, Texas recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of extended drought; and

WHEREAS, the City recognizes that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes; and

WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality require all public water supply systems in Texas to prepare a drought contingency plan; and

WHEREAS, as authorized under applicable law, and in the best interests of the citizens of Brenham, Texas, the City Council deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies, and to revise and update said rules and policies;

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

SECTION 1: That the City of Brenham, Texas Drought Contingency Plan and Water Conservation Plan, as revised, attached hereto as Exhibit "A" and Exhibit "B" respectively and made part hereof for all purposes be, and the same are hereby, adopted as official regulations of the City.

SECTION 2: That all ordinances that are in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3: Should any paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 4: This Ordinance shall take effect immediately from and after its passage and publication, as the law in such cases provides.

PASSED AND APPROVED, on its first reading at the meeting of the City Council held on this the _____ day of _____, 2011.

PASSED AND APPROVED, on its second reading at the meeting of the City Council held on this the _____ day of _____, 2011.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

**CITY OF BRENHAM
DROUGHT CONTINGENCY PLAN**

September 1999, Revised July 2001, Revised August 2005, Revised April 2011

I. INTRODUCTION

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Brenham (the City) hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this Plan.

II. PUBLIC INVOLVEMENT

Opportunity for the public to provide input into the preparation of the Plan was provided by the City by means of providing public notice in a newspaper of general circulation and a public hearing to accept input on the Plan.

The City will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

III. NOTIFICATION

Public notification of the initiation or termination of drought response stages shall be by publication in a newspaper of general circulation, utility bill inserts, public service announcements, signs posted in public places, or other means as determined by the City.

When mandatory restrictions are enacted (Stages 2-6), the City shall notify the TCEQ directly.

IV. COORDINATION WITH REGIONAL WATER PLANNING GROUPS

The service area of the City is located within the Region G Water Planning Group and the City has provided a copy of this Plan to the Region G Water Planning Group.

V. AUTHORIZATION

The Mayor, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Mayor, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

VI. APPLICATION

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

VII. DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

- A. Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.
- B. Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.
- C. Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.
- D. Customer: any person, company, or organization using water supplied by the City.
- E. Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.
- F. Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.
- G. Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.
- H. Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

- I. Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:
 1. irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
 2. use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
 3. use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced area;
 4. use of water to wash down buildings or structures for purposes other than immediate fire protection;
 5. flushing gutters or permitting water to run or accumulate in any gutter or street;
 6. use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
 7. use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
 8. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
 9. use of water from hydrants for construction purposes or any other purposes other than fire fighting.

- J. Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

VIII. TRIGGERING CRITERIA

The City shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. The triggering criteria described below are based on known system capacity limits.

Stage 1 - Mild

- A. Requirements for initiation (Voluntary) - Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water provided in Section IX of this Plan when the demand on the water supply

facilities reaches or exceeds eighty percent (80%) of the capacity of such facilities for a period of three (3) consecutive days.

- B. Requirements for termination - Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

Stage 2 - Moderate

- A. Requirements for initiation - Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when the demand on the water supply facilities reaches or exceeds eighty-five percent (85%) of the capacity of such facilities for a period of three (3) consecutive days.
- B. Requirements for termination - Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 - Severe

- A. Requirements for initiation - Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when the demand on the water supply facilities reaches or exceeds ninety percent (90%) of the capacity of such facilities for a period of three (3) consecutive days.
- B. Requirements for termination - Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 - Critical

- A. Requirements for initiation - Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when the demand on the water supply facilities reaches or exceeds ninety-five percent (95%) of the capacity of such facilities for a period of three (3) consecutive days.
- B. Requirements for termination - Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Stage 5 - Emergency

- A. Requirements for initiation - Customers shall be required to comply with the requirements and restrictions provided in Section IX of this Plan when a water supply emergency exists based on:
 - 1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
 - 2. Natural or man-made contamination of the water supply source(s).
- B. Requirements for termination - Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

Stage 6 - Water Allocation

Water allocation is not included in the Plan at this time. The City will most likely be constrained by system capacity before shortage of supply.

IX. DROUGHT RESPONSE STAGES

The City, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a water shortage condition exists and shall implement the following stages of the Plan.

Stage 1 Response - Mild

Water Use Restrictions (Voluntary):

- B. Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m to midnight on designated watering days.
- C. All operations of the City shall adhere to water use restrictions prescribed for Stage 2 of the Plan.
- D. Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response - Moderate

Water Use Restrictions. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- B. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- C. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- D. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- E. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- F. Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City.
- G. Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the City, the facility shall not be subject to these regulations.

- H. All restaurants are prohibited from serving water to patrons except upon request of the patron.
- I. The following uses of water are defined as non-essential and are prohibited:
 - 1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - 2. use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - 3. use of water for dust control;
 - 4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - 5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response - Severe

Water Use Restrictions. All requirements of Stage 2 shall remain in effect during Stage 3 except:

- A. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
- B. The watering of golf course greens, tees, and fairways is prohibited unless the golf course utilizes a water source other than that provided by the City.
- C. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

Stage 4 Response - Critical

Water Use Restrictions. All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- A. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip

irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.

- B. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10 p.m.
- C. The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
- D. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- E. No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

Stage 5 Response - Emergency

Water Use Restrictions. All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

- A. Irrigation of landscaped areas is absolutely prohibited.
- B. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

Stage 6 Response - Water Allocation

Water allocation is not included in the Plan at this time. The City will most likely be constrained by system capacity before shortage of supply.

X. ENFORCEMENT

- J. No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City, in accordance with provisions of this Plan.

- K. Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not more than two thousand dollars (\$2,000). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge and any other costs incurred by the City in discontinuing service. In addition, suitable assurance must be given to the City that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- L. Any person, including a person classified as a water customer of the City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- M. Any police officer or other designated City employee, may issue a citation to a person he/she reasonably believes to be in violation of this Plan. The citation shall be prepared in duplicate and shall contain the name and addresss of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over fourteen (14) years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant.

XI. VARIANCES

The City may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- A. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

- B. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the City within five (5) days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City and shall include the following:

- A. Name and address of the petitioner(s).
- B. Purpose of the water use.
- C. Specific provision(s) of the Plan from which the petitioner is requesting relief.
- D. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with this Plan.
- E. Description of the relief requested.
- F. Period of time for which the variance is sought.
- G. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- H. Other pertinent information.

Variances granted by the City shall be subject to the following conditions, unless waived or modified by the City:

- A. Variances granted shall include a timetable for compliance.
- B. Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

XII. SEVERABILITY

It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the City without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**CITY OF BRENHAM
WATER CONSERVATION PLAN**

September 1999, Revised July 2001, Revised August 2005, Revised April 2011

I. INTRODUCTION

The City of Brenham (The City) obtains its water supply by surface water from Lake Somerville. The City has carried out water conservation efforts through public information and education, plumbing retrofit and conservation rates. The objective of this Water Conservation Plan (The Plan) is to improve the efficiency in the use of water through practices and techniques that will reduce the consumption of water, reduce the loss of water, and increase the reuse of water so that a water supply is made available for future uses.

II. SERVICE AREA DESCRIPTION

The service area of the City water system is the area within the City Limits of Brenham, Texas, and some small areas just outside the City Limits. Water is also delivered through the system to the Brenham State School, where it is distributed through the State School's private water distribution system. The City provides both water and wastewater services to customers within its service area. If the City contracts to sell water to other utilities, such contracts will require that the respective customer agree to comply with this Plan or have a Texas Water Development Board or Texas Commission on Environmental Quality approved Water Conservation Plan.

III. WATER CONSERVATION BENEFITS

Many communities throughout the United States have used conservation measures to successfully cope with various water and wastewater problems. Reductions in water use of as much as twenty-five percent (25%) or more have been achieved, while the normal range is from five to fifteen percent (5-15%). As a result of reduced water use, wastewater flows have also been reduced by five to ten (5-10%) percent. There are many benefits to water conservation, including:

- A. Reduced capital and operating costs for water and wastewater systems,
- B. Delaying the time when new water or wastewater systems must be built,
- C. Reduced demand on limited supplies, thus making these supplies available for future use;
- D. Reduced peak demand on water treatment and distribution systems;
- E. Drought-proofing water systems so that rationing, such as restrictions on lawn watering, can be avoided or the need for such measures reduced;

- F. Reduced wastewater flows to overloaded wastewater treatment facilities and reduced potential for water pollution;
- G. Enhanced potential to continue certain economic activities, such as agricultural irrigation, in the face of declining or limited water supplies; and
- H. Significant dollar savings to the state's citizens through both reduced water use and associated reductions in energy use.

IV. WATER CONSERVATION GOALS

The City of Brenham will continue existing water conservation policies and increase its emphasis on water conservation measures in order to reduce per capita water use by 16 percent (16%) by the year 2020 (See Exhibit A attached). These efforts are necessary in order to ensure existing supplies will be sufficient to meet the needs of the City as its population increases. The specific water conservation goals are as follows:

- A. Continue the distribution of water conservation information to the citizens;
- B. Provide information to the public on the effects of xeriscape landscaping and the use of native plants and grasses to reduce lawn water demands;
- C. Continue the testing, repair, and replacement of water meters as well as implement leak detection efforts in order to reduce unaccounted for water to below 15 percent (15%);
- D. Continue the use of increasing block water and wastewater rates to discourage high usage; and
- E. Continue the City's active involvement with the Brazos River Authority in the development of Demand Management Plans.

V. MEASUREMENT AND ACCOUNTING FOR WATER DELIVERIES

The City meters the quantity of water that is delivered to each residential and commercial customer, and to all public uses except for a few of the City park facilities. An effort is currently being made to meter these remaining un-metered City facility sites. Meters are read and the quantities are recorded once per month, with billings made monthly for residential and commercial customers.

VI. WATER CONSERVATION PLAN

The Water Conservation Plan elements are described below.

- A. Public Information and Education

The City will:

1. Designate a City staff member to assist other City staff in carrying out the City's water conservation programs;
2. Make water conservation presentations at institutions, organizations, and groups;
3. Conduct or sponsor exhibits on water conservation and water saving devices to promote water conservation and efficiency;
4. Provide and distribute water conservation brochures to citizens. Materials are available from the Texas Agriculture Extension Service and the Texas Water Development Board.
5. Work in cooperation with builders, developers and governmental agencies to provide exhibits of xeriscape landscaping;
6. Work in cooperation with schools to establish an education program and provide conservation videos, brochures, and teaching aids;
7. Issue press releases on water conservation tips;
8. Issue public service announcements for use by local news media;
9. Make the City's conservation rules available to the public;
10. Provide water conservation information to new water and wastewater customers at the time service is established;
11. Continue City Staff distribution of water conservation information through the Chamber of Commerce.
12. Continue City staff attendance and participation in water conservation program training offered by state agencies and professional organizations; and
13. Ask the public to voluntarily cut back on lawn watering to no more than once every five (5) days with no more than one inch (1") of water at a time. To avoid evaporation, water before 10 a.m. or after 8 p.m. If it rains more than one inch (1"), wait for five (5) days to water.

B. Water Conservation Plumbing Fixtures

The City has adopted the 2003 International Plumbing Code which encourages the use of water conserving plumbing fixtures for residential and commercial

construction. In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in Texas after January 1, 1992 meet the following standards:

1. Shower Heads: No more than 2.75 gallons per minute at 80 pounds per square inch of pressure.
2. Lavatory/Sink Faucets and Aerators: no more than 2.2 gallons per minute at 60 pounds per square inch of pressure.
3. Wall Mounted, Flushometer Toilets: No more than 2.0 gallons per flush.
4. All Other Toilets: No more than 1.6 gallons per flush.
5. All Urinals: No more than 1.0 gallons per flush.
6. Drinking Water Fountains: Must be self closing.

The above standards are enforced through requirements placed directly on the manufacturers, importers, and suppliers of new fixtures in Texas. In addition, the City encourages the following water conservation measures:

1. Copper water distribution lines are to be a minimum of Schedule L and must be sleeved with an eighty (80) psi continuous flexible poly pipe.
2. All water piping on exterior lines to be protected from freezing.

New Plumbing fixtures that replace or renovate existing plumbing fixtures should follow the residential and commercial construction requirements.

C. Water Conservation Retrofit Program

Retrofit of existing plumbing fixtures is being accomplished through the voluntary efforts of individual consumers and business operators. There is currently no rebate program for the replacement of existing commodes with low flush models.

D. Water Conservation Oriented Rates

The Brenham City Council has adopted a rate structure which is cost-based and does not encourage the excessive use of water (See Attachment A, Rate Schedule) .

E. Metering and Meter Repair and Replacement

The City meters the amount of water diverted from the source of supply (Lake Somerville) with metering devices which have an accuracy of plus or minus 5.0%. These metering devices are tested annually to insure accuracy.

The City meters all water sales and most public uses, and operates a meter replacement program with the objective of replacing all meters that have been in service longer than fifteen (15) years. Major commercial meters are tested annually and replaced as necessary.

F. Water Conserving Landscape

The City encourages and supports the use of xeriscape landscaping techniques and will be available to offer information and make presentations at public meetings on water conserving landscaping and lawn watering methods.

G. Leak Detection and Water Audits

When leaks are found, repairs are made as soon as possible. The City plans to implement a scheduled leak detection plan in which the entire distribution system is surveyed every four (4) years.

An annual audit of the water system is performed to determine illegal connections sources or other areas of unaccounted-for uses of water.

H. Wastewater Reuse and Recycling

The City does currently reuse treated wastewater for certain spray wash functions at the wastewater treatment plant and uses mechanical chemical induction devices instead of water for its chlorine feed.

I. Water Record Management System

The City maintains a record management system that records water pumped, water deliveries, water sales and water losses, which allows for the desegregation of water sales and uses into the following two (2) user classes.

1. Residential
2. Commercial

The City will begin the process of transforming the system to allow for the desegregation of water sales and uses into the following four (4) user classes:

1. Residential
2. Commercial
3. Public and institutional

4. Industrial

VII. IMPLEMENTATION AND ENFORCEMENT

The Mayor, or his/her designee is hereby authorized and directed to implement and enforce the applicable provisions of this Plan.



AGENDA FORM

DATE OF MEETING: June 2, 2011	DATE SUBMITTED: May 23, 2011	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Seneca McAdams	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Presentation of the Quarterly Report by the Washington County Convention and Visitors Bureau		
<p>SUMMARY STATEMENT: In an effort to be more cost efficient, the complete 2nd Quarter Report of the Washington County Convention and Visitors Bureau is not included in the agenda packet. However, a complete copy of this report will be distributed to Mayor and City Council Members.</p> <p>A complete copy of the Washington County Convention and Visitors Bureau 2nd Quarter report is on file for review in the City Secretary's Office. A copy can also be downloaded from the Washington County Chamber of Commerce website at www.brenhamtexas.com.</p> <p>If you are interested in obtaining a hard copy, please call the City Secretary at 979-337-7567</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Second Quarter Report		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: N/A		
APPROVALS:		

WCCC Convention & Visitors Bureau

Second Quarter Report - January-March 2011

January Highlights

Statistics:

Walk-in visitors - 1,409
Visitor information mailed - 590
Web site unique visitors - 6,221
Web site total pages viewed - 26,145
VisitBrenhamTexas.com - 3,066

Visiting Groups

Winklemann Wedding
TITR Texian Rally

Advertising Placements:

TACVB Sports Guide co-op with Parks Dept.
TSAE Membership Directory

Editorial Coverage included:

Features about Blue Bell, gardening mentioning Antique Rose Emporium, several sports features, multiple articles about the 175th anniversary of Texas independence, feature about Winedale Historical Center

Geiger Coverage:

Better Homes&Gardens blogs about Antique Rose Emporium and Ellison's Greenhouses

Regional/Civic Meetings included:

TACVB Mid-winter Conference
TITR Texian Rally
AAA Houston South Travel Show

February Highlights

Statistics:

Walk-in visitors - 1,649
Visitor information mailed - 1,258
Web site unique visitors - 6,506
Web site total pages viewed - 29,806
VisitBrenhamTexas.com - 3,257

Visiting Groups:

Texas Holy Covenant Ladies Retreat

Advertising Placements:

San Antonio magazine, Austin Monthly, Southern Living, Houston Chronicle Festivals tab, Texas Highways co-op with TITR, Texas Events Calendar co-op with TITR

Editorial Coverage:

48 features about the 175th at Washington-on-the-Brazos (that we know of), San Antonio Express-News feature about the 175th was picked up by the Associated Press wire service

Broadcast Coverage:

Channel 11 Houston - feature about 175th
Houston PBS - feature about 175th
Fox 26 Houston - two stories about 175th

Geiger Coverage:

American Lifestyle - feature about Washington-on-the-Brazos

175th Book project

chron.com - story about the book project

Regional/Civic Meetings:

Washington-on-the-Brazos Texas Independence Gala, TTIA Unity Dinner, TH&LA Converge on the Capitol, Texas Independence Day celebration at Washington-on-the-Brazos

March Highlights

Statistics:

Walk-in visitors - 2,312
Visitor information mailed - 943
Web site unique visitors - 11,569
Web site total pages viewed - 76,313
VisitBrenhamTexas.com - 6,906

Visiting Groups

United Kingdom FAM Tour
Dallas Arboretum Field Photographers
Special Olympics
Camping World/Good Sam Club photo shoot

Advertising Placements:

Houston Rodeo Program - 2 full pages, co-op
The Knot, Austin American-Statesman Travel insert, Austin Monthly, Group Travel Leader

Editorial Coverage included:

22 additional features about the 175th anniversary (that we know about), Bluebonnet Festival, Marburger Farm, Southern Flyer Diner

Broadcast Coverage:

Houston PBS, feature about Texas independence and Day Tripper segment about Brenham
ABC 13 interview with Seneca and Dallas Arboretum representative
Fox 26 News feature about grocery prices interview with Blue Bell representative

Regional/Civic Meetings included:

Information Booth at Blue Bell for Spring Break
IMAX film scouting, wildflower scouting
Dallas Arboretum photography class



AGENDA FORM

DATE OF MEETING: June 2, 2011	DATE SUBMITTED: May 18, 2011	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on its First Reading Amending the FY2010-11 Adopted Budget		
SUMMARY STATEMENT: The proposed Ordinance will be our first amendment to the FY2010-11 budget. It will amend the General Fund expenditures to include the Downtown Master Plan and reduces revenue and offsetting expenditures for the Country Flavors Festival which was transitioned to the Brenham Maifest organization. Several items related to the Southwest Industrial Park expansion have been amended in the BCDC budget, as well as funding for the Amphitheater restroom project. We are also identifying the Equipment Fund items which were funded in the final budget amendment to the FY2009-10 budget. Also, the Streets & Drainage Fund is being amended to reallocate street overlay budget for the Ralston Creek drainage study and the Hillside Subdivision reconstruction project. Lastly, the Washington County Hotel Occupancy Tax Fund is being amended for additional revenues collected by the County in the fourth quarter of 2010 and allocated by the HOT Board.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ordinance; and (2) Exhibit A (Amendment Number 1)		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve an Ordinance on its first reading amending the FY2010-11 Budget.		
APPROVALS: Carolyn D. Miller		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2010-11 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2011, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2010-11 Budget for municipal purposes;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Brenham, Texas:

SECTION I.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2011, as shown on Exhibit A.

SECTION II.

This Ordinance shall take effect as provided by State Law and the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the ____ day of _____, 2011.

PASSED and APPROVED on its second reading this the ____ day of _____, 2011.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

**CITY OF BRENHAM
EXHIBIT A
AMENDMENT NUMBER 1
FISCAL YEAR 09-30-11**

	General Fund	BCDC Fund	Parks Special Rev Fund	Equipment Fund	Streets & Drainage Fund	Donations Fund	Electric Fund	Washington County HOT Fund	TOTAL
REVENUES (INC) DEC									
BCDC - Sale of Land to Bluebonnet Electric Cooperative	A	\$ (284,400)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (284,400)
Reduce Main Street Festival Revenue	B	26,000							26,000
Grant Revenue for A/C Unit at City Hall	C			(57,576)					(57,576)
Washington County Hotel Occupancy Tax Revenue	D							(10,234)	(10,234)
TOTAL BUDGETED REVENUES		26,000	(284,400)	-	(57,576)	-	-	(10,234)	(326,210)
EXPENDITURES INC (DEC)									
Main Street Downtown Master Plan - General Fund Allocation	E	25,000							25,000
Reduce Country Flavors Festival Expenditures	B	(24,400)							(24,400)
BCDC - Increase Audits & Consultants for SWIP, Section 3	F		43,850						43,850
BCDC Allocation - Main Street Downtown Master Plan	G	25,000							25,000
BCDC Allocation - EDF Website Design and Development	H		20,000						20,000
Allocate BCDC Contingency for Amphitheater Restroom Project	I		(90,000)						(90,000)
Amphitheater Restroom Design and Construction	I			90,000					90,000
Record Grant Portion of Expenditure for A/C Unit at City Hall	C				57,576				57,576
EQUIPMENT FUND ALLOCATION OF FUND BALANCE									
Equipment Fund Transfer for FY10 & FY11 Identified Items	J								
1) Establish a Railroad Quiet Zone				50,000					50,000
2) Replace A/C Unit at City Hall				66,230					66,230
3) Cleaning and Sealant for City Hall A/C Ducts				17,845					17,845
4) Replacement Police Vehicle				20,832					20,832
5) Reduce Expenditures for Tractor Purchased in FY10				(12,000)					(12,000)
6) Price Increase on Police Vehicles (\$2,875 *4)				11,500					11,500
7) Price Increase in Parks Utility Vehicle				1,340					1,340
Equipment Fund Transfer to Establish a Contingency	J			57,041					57,041
Subtotal of Equipment Fund Allocation of Fund Balance				212,788					212,788
Ralston Creek Drainage Study - reallocate Overlay Project Budget	L				19,500				19,500
Hillside Subdivision Reconstruction - reallocate Overlay Project Budget	L				104,079				104,079
Decrease Overlay Project Budget due to reallocations noted above	L				(123,579)				(123,579)
Concrete Work for Belle's Alley to Complete Project						5,911			5,911
HOT Fund Washington County Allocation - CVB Administration	D							4,240	4,240
HOT Fund Washington County Allocation - CVB Advertising and Promotion	D							4,700	4,700
HOT Fund Washington County Establish a Contingency	D							1,294	1,294
TOTAL BUDGETED EXPENDITURES		25,600	(26,150)	90,000	270,364	-	5,911	-	375,959
TRANSFERS INC (DEC)									
Transfer from BCDC for Main Street Downtown Master Plan		(25,000)	25,000						-
Transfer to Parks Special Revenue for Amphitheater Restroom Project	I		90,000	(90,000)					-
Police Department 1/2 Cost of Speed Awareness Trailer	K	3,024				(3,024)			-
Transfer from Electric Fund for Belle's Alley						(5,911)	5,911		-
TOTAL BUDGETED TRANSFERS		(21,976)	115,000	(90,000)	-	(8,935)	5,911	-	0
CHANGE IN BUDGETED FUND BALANCE (INC) DEC		\$ 29,624	\$ (195,550)	\$ -	\$ 212,788	\$ -	\$ (3,024)	\$ 5,911	\$ 49,749

NOTES

- A - At the 12/13/10 meeting, the BCDC Board approved the sale of land to Bluebonnet Electric Cooperative in the SWIP, section 3.
- B - At the 11/01/10 meeting of the Main Street Board, the Board discussed the transfer of Country Flavors Festival to the Brenham Maifest.
- C - Energy and Efficiency and Conservation Block Grant Program under the American Recovery and Reinvestment Act of 2009 which was approved at the 11/05/09 City Council meeting.
- D - At the 05/11/11 meeting, the HOT Board approved funding from the Washington County HOT Fund for CVB administrative and advertising projects and designated the residual as a contingency.
- E - At the 02/02/11 meeting, City Council approved funding \$25,000 for the Downtown Master Plan.
- F - At the 01/27/11 meeting, the BCDC Board approved an amendment to increase the engineering contract with Jones & Carter for the SWIP project.
- G - At the 01/27/11 meeting, the BCDC Board allocated \$25,000 for the Downtown Master Plan from the Economic Development reserves.
- H - At the 04/21/11 meeting, the BCDC Board approved a request from the EDF to fund the design and development of a new website from the Economic Development reserves.
- I - At the 09/09/10 meeting, the BCDC Board approved funding for Amphitheater restroom project in the amount of \$90,000.
- J - At the 12/02/10 Council meeting, the FY09-10 budget was amended and this amount was transferred to the Equipment Fund. This item designates the specific expenditures to be funded in FY10-11.
- K - The Citizens On Patrol donated \$3024 in matching funds for the purchase of a Speed Awareness Trailer and the City paid the other 50%.
- L - At the 01/20/11 Council meeting, the Ralston Creek Drainage Study was discussed and at the 05/05/11 Council meeting, the Street Reconstruction Project was discussed.



AGENDA FORM

DATE OF MEETING: June 2, 2011		DATE SUBMITTED: May 18, 2011	
DEPT. OF ORIGIN: Maintenance		SUBMITTED BY: Danny Romo	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
<input type="checkbox"/> WORK SESSION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Renewal of the Contract with Alexander Oil Company for Gasoline and Diesel Fuel Services for the City of Brenham's Vehicle and Equipment Fleet and Authorize the Mayor to Execute any Necessary Documentation			
SUMMARY STATEMENT: Council awarded the original contract for the Annual Supply of Gasoline and Diesel fuel to Alexander Oil for a period commencing July 1, 2009 through June 30, 2010. The Terms and Conditions of the Invitation for Bid allows the City to extend the contract for two (2) additional one (1) year terms, for a total of three (3) years. Upon mutual agreement with Alexander Oil, the first one year extension was awarded last year by Council at the June 3, 2010 meeting. Staff discussed the fuel contract options and it was decided to contact Alexander Oil about extending the fuel contract for another year. They agreed to the extension and will honor the contract price for a year, commencing July 1, 2011 through June 30, 2012.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Fleet fueling station is conveniently located in Brenham and is operational 24 hours per day, 7 days per week.			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Copy of Bid No. 09-016 Annual Supply Contract for Gasoline and Diesel Fuel with Contract Provisions			
FUNDING SOURCE (Where Applicable): Funds are provided in each department's operating budget			
RECOMMENDED ACTION: Approve a one (1) year renewal of the contract with Alexander Oil Company for gasoline and diesel fuel services for the City of Brenham's vehicle and equipment fleet and authorized the Mayor to execute the necessary documents			
APPROVALS: Kyle Dannhaus			

ISSUED BY: Gerry Hartstack PURCHASING AGENT - CITY HALL CITY OF BRENHAM, BRENHAM, TEXAS	DATE ISSUED: May 20, 2009	PAGE NO. 1	NO OF PAGES 21
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INVITATION FOR BIDS

ACCOUNT NO. (S)	REQ. NO. (S)
<p>Sealed bids in Duplicate subject to the Terms and Conditions of this invitation for Bids and the accompanying Schedule such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Schedule, will be received at the office of the Purchasing Agent, City Hall, Brenham, Texas until 2:00 P.M., Central Time <u>June 11, 2009</u> and at that time publicly opened, for furnishing the supplies or services described in the accompanying Schedule. Performance deposit in the amount of <u>na</u> % of the total amount of the bid shall be furnished by the successful bidder. Re Par 11 of Terms and Conditions. The City of Brenham hereby reserves the right to accept or reject any or all bids and to waive all formalities and technicalities.</p>	

SCHEDULE

Bid No. 09-016
Annual Supply Contract for
Gasoline and Diesel Fuel

Bid may be delivered to: City of Brenham
200 West Vulcan St.
Brenham, TX. 77833
Attn: Gerry Hartstack
Purchasing Agent

PLEASE COMPLETE THE FOLLOWING

Delivery will be completed within _____ calendar days after acceptance by City Commission (Delivery time must be shown or bids will be rejected).

Prompt Payment Discount: _____ % _____ days. (if left blank, Net 30 will apply)

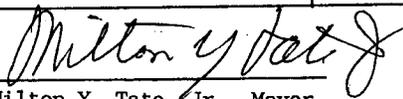
Bid Basis: All or None _____ Low Item (if left blank, low item will apply)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more): Non Minority Hispanic _____ Black _____ Other Minority _____
(Specify) _____ Female owned _____

Handicapped owned _____ Small Business (less than \$1 000 000 annual receipts or 100 Employees)

NAME AND ADDRESS OF BIDDER: ALEXANDER OIL COMPANY P.O. BOX 769 BRENHAM, TX 77834	SIGNATURE OF PERSON AUTHORIZED TO SIGN UP * Bridget Bartels	DATE OF BID: 06/11/09
BIDDER TO INDICATE STATUS AS TO PARTNERSHIP "CORPORATION" "SOLE PROPRIETORSHIP" ETC Federal ID/1099 No. 7425 72 814	TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NO BRIDGET BARTELS OFFICE MANAGER (979) 836-2722	
FOR CITY USE ONLY	AWARD	
ITEMS ACCEPTED Profit Margin Dyed Diesel \$.15 per gallon All Others \$.09 per gallon	ORDINANCE NO DATE Accepted June 18, 2009	AMOUNT Not to exceed each Department's operating Budget

APPROVED: 
Milton Y. Tate, Jr., Mayor

CITY OF BRENHAM

NOTICE TO BIDDERS

CITY OF BRENHAM, TEXAS

Sealed bids will be received in the office of the Purchasing Agent until 2:00 p.m., June 11, 2009 for:

FLEET FUELING SERVICES: SUPPLY DIESEL FUEL; DIESEL FUEL BOBTAIL DELIVERIES; PREMIUM UNLEADED GASOLINE; REGULAR GASOLINE; MEDIUM GRADE UNLEADED GASOLINE;

and then publicly opened and read aloud.

Specifications may be obtained from the office of the Purchasing Agent, 200 West Vulcan Street, Brenham, Texas.

All bidders will note that the City of Brenham will consider all factors it believes to be relevant in the selection of the lowest bidder, including, but not limited to, (1) the price; (2) the proximity of the bidder's fueling facility (ies), as it relates to the ability to perform the contract for the City; (3) hours of operation; and (4) service and record keeping. Failure to comply with listed specifications and requirements may deem bid as unresponsive.

Only bids submitted on the forms furnished by the City of Brenham will be considered.

The sealed envelope containing the bid will identify the bidder and have the following information noted on the envelope:

Annual Supply Contract for Gasoline and Diesel Fuel

Bid #09-016

Bid Opening: June 11, 2009 2:00 p.m.

Any questions relating to these specifications will be discussed with the Purchasing Agent, P.O. Box 1059, Brenham, Texas 77834-1059. The phone number is 979/337-7550.

GENERAL

The successful vendor will provide all labor, materials, hardware, software, maintenance, supplies, and any/all related additional items deemed necessary to provide gasoline and diesel refueling station(s) for City fleet vehicles, and in some instances, fuel to be delivered by bobtail at various locations.

Fueling station(s) must be strategically and conveniently located throughout the City and shall be open and operational 24 hours per day, seven days per week. Not all locations must be 24/7; however, the vendor shall provide a location acceptable to the City which is 24/7. All 24 hours points of sale areas must have security lighting at the pumping facility.

The City Manager or his representatives have the authority to select city employees to receive a gas credit card to purchase fuel for city vehicles or equipment.

The successful vendor must provide a fuel credit card for each selected employee as a method to purchase fuel. The fuel card must possess the capability to be restricted to the purchase of fuel only. Non-fuel purchases shall be blocked at the time of authorization. Vendor assigned "PIN" numbers must be unique to that card.

The successful vendor shall provide a toll free number to report lost or stolen cards or to cancel a card. Replacement cards must be available within 24 hours.

Vehicle and/or equipment operator must be able to swipe their credit card, enter the PIN number and odometer reading at the fueling station.

The quantities listed on the bid invitation are estimated based on previous and anticipated annual usages.

Vendor is responsible for insuring constant availability of fuel for all city vehicles and equipment.

In times of city/state wide emergency situations, the City of Brenham fuel sites will become the highest priority.

The City reserves the right to request clarification of information submitted in the bid, and to request additional information on one or more applicants.

The City reserves the right to cancel this contract at any time for consistently poor service, misrepresentation of a product or any reason of unsatisfactory service of products.

There will be no initial or renewal fee for maintaining and servicing the account for the duration of the contract.

Billing and payment of invoices will be determined by the Finance Department upon the award of bid.

The supplier must be able to provide a report that will disclose the following:

- The driver's name and vehicle number.
- Date and time of transaction.
- Odometer/hour reading at time of fill-up.
- Total gallons per billing period by fuel type, per each department.
- Receipts, etc.

* Samples of the reports must be submitted with the bid.

Estimated volume of vehicles and equipment to be serviced for gasoline or diesel:

- 39 Cars
- 82 Trucks
- 45 Diesel Trucks
- 83 Diesel Equipment
- 81 Miscellaneous equipment: mowers, generators, forklifts, etc.

The City's large diesel vehicles require access to high volume fuel dispensers (> 20 gallons per minute) with satellite hoses.

The vendor must furnish specification sheets on all grades and be prepared to furnish laboratory test results, if requested by the City, to show proof of octane ratings.

During the period of this contract, price changes will be governed by an index made up of the average composite posted of those companies published in the daily publication of Oil Price Information Service (OPIS). **The low bidder will be determined by the margin above such average of OPIS price from the Houston/ Hearne Rack Prices, and will include all delivery and/or freight charges.** The vendor will also provide each days OPIS Reports with the billing statement. The City will return the OPIS Report to the vendor if the request is made to do so.

The successful vendor shall bill the City for unleaded and diesel purchases made less any Federal and State fuel taxes regardless of grade of fuel. The vendor shall provide complete reporting of exempted taxes to the City.

PRODUCT SPECIFICATIONS

Fuels to be supplied under this contract are identified below. No alcohol blends greater than 15% will be accepted.

- * A. No. 2 Diesel Fuel, 15 PPM Sulfur, ULSD, ASTM Designation D975 (or most recent issue) with a minimum cetane rating of 42.
- B. B. Regular Unleaded Gasoline or RFG Unleaded, ASTM Designation D439 (or most recent issue) with a minimum Octane rating of 87 (R + M/2 method).

C. Medium Grade Unleaded Gasoline or RFG Unleaded, ASTM Designation D439 (or most recent issue) with a minimum octane rating of 89 (R + M/2 method).

D. Premium Grade Unleaded Gasoline or RFG Unleaded, ASTM Designation D439 (or most recent issue) with a minimum octane rating of 92 (R + M/2 method).

Delivery of diesel for generators and above ground storage tanks are to the following locations:

<u>Location</u>	<u>Tank Size/Type</u>	<u>Estimated Amounts</u>
<u>* Estimated Use</u>		
<u>Street Department</u> 1502 E. Horton St.	500 gals. above ground, Diesel	*475 gals Bimonthly
<u>Water/Sewer Department</u> 506 S. Austin	1000 gals. above ground, Diesel	*800 gals. Quarterly
<u>Parks Department</u> 301 Jeffries	1000 gals. above ground, Diesel	(Summer Months) *500 gals Bimonthly
301 Jefferies	350 gals. above ground, Unleaded	(Summer Months) *300 gals Bimonthly
287 Lounge Rd.	350 gals. above ground, Diesel	(Summer Months) *300 gals Bimonthly
<u>Collection/Transfer Station</u> 2009 Old Chappell Hill Rd.	520 gals. above ground Diesel	520 gals As needed
<u>Water Plant – Generator</u> 1105 S Austin St.		Holds 100 gals. As needed
<u>Lake Somerville - Generator</u>		Holds 2700 gals. As needed
<u>Wastewater Plant – Generator</u> 2005 Old Chappell Hill Rd.		Holds 250 gals. Yearly
<u>New Police Building – Generator</u> 1800 Longwood Dr.		Holds 800 gals. As needed
<u>Fire Station – Generator</u> 101 N. Chappell Hill St.		Holds 220 gals. As needed

Price will include transport loads delivered F.O.B. (Free on Board) to storage tanks/generators. Orders for delivery will be made by phone. The bidder is to indicate, in the space provided, the telephone number and the name of the person to contact. Deliveries are to be made within two (2) working days after the request is made. For the purpose of this contract, working days are from 8:00 a.m. through 4:00 p.m., Monday through Friday, excluding city holidays.

If the delivery is not accomplished within the time frame specified, the City reserves the right to procure the product on the open market. It will also be the City's right to bill the difference between the contract price and the open market price, to the supplier as a penalty for failure to deliver.

The supplier will be held responsible for all spillage which may occur during transit and unloading operations. They will immediately report and clean up any spillage. Failure to do so will initiate corrective action by the City and any incurred costs will be charged back to the supplier.

The bidder must, at the City's request, furnish satisfactory evidence of their ability to furnish the products or services in accordance with the terms and conditions of these specifications. The City may also consider the safety record of the supplier.

The successful bidder is required to provide proof of insurance to the City of Brenham as described in the terms and conditions. Please have your agent send a copy to the attention of the following individual:

Gerry Hartstack, Purchasing Agent
P.O. Box 1059
Brenham, TX. 77834-1059

BID SHEET

Description	Estimated Gallons	Mark-up
-------------	-------------------	---------

Item 1.

* No 2 (Dyed) Diesel Cetane For equipment only Rating 42 minimum Bobtail deliveries Brand/Mfg. <u>Unbranded</u>	20,000 gallons	<u>.15</u> per gallon
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Item 2

Regular Unleaded Rating 87 minimum R+M/2 Method Brand/Mfg. <u>Unbranded</u>	50,000 gallons	<u>.09</u> per gallon
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Item 3

Medium Grade Unleaded Gasoline Octane Rating 89 minimum R+M/2 Method Brand/Mfg. <u>Unbranded</u>	25,000 gallons	<u>.09</u> per gallon
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Item 4

No 2 (Clear) Diesel Fuel Cetane For vehicles Rating of 42 Brand/Mfg. <u>Unbranded</u>	30,000 gallons	<u>.09</u> per gallon
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Item 5

Premium Grade Unleaded Gasoline Octane Rating 92 minimum Brand/Mfg. <u>Unbranded</u>	4,000 gallons	<u>.09</u> per gallon
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Provide the following information:

- 1. Could your firm give the City same day service for bobtail deliveries? YES
- 2. Will your firm supply emergency service after working hours? YES
- 3. State what type of service and/or system you have for dispensing fuel. _____
PROPRIETARY FLEET CARD SYSTEM, PRIVATE CARDS ISSUED BY
ALEXANDER OIL COMPANY
- 4. Please specify billing frequency. _____ weekly monthly _____ other

What are your terms? NET 10 DAYS

Prompt payment discount? i.e., 1% 10 days NO

5. Please provide the following information:

Number of accessible locations within the City Limits 2. Include address, phone number, and contact person for each location. If necessary, please use another sheet of paper.

Location: Alexander Oil Company - Brenham Fleet Fuel
 Address: 1501 FM 389 - Brenham, TX 77833
 Phone No.: 979-830-2722
 Contact Person: Bridget Bartels, Dee McIntyre

Location: Brenham Food Stop #2
 Address: 1312 Prairie Lea - Brenham, TX 77833
 Phone No: 979-830-1862
 Contact Person: Bridget Bartels, Dee McIntyre

Location: _____
 Address: _____
 Phone No: _____

Contact Person: _____

Please provide the following information:

Mailing Address: PO Box 769 - Brenham, TX 77834

Remittance Address: PO Box 769 - Brenham, TX 77834

Telephone No.: 979-836-2722

Fax No.: 979-836-6281

Contact Person: Bridget Bartels, Dee McIntyre

I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of this bid.

Company Name: Alexander Oil Company

Address: 1501 FM 389 Brenham, TX 77834

* Authorized Signature: Bridget Bartels

Print Name: Bridget Bartels

Date: 6/11/09

Terms and Conditions of Invitation for Bids

Definitions

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish products over a designated period of time during which repeated purchases are made of the commodities specified.

VENDOR – The successful Bidder(s) of this bid request.

Instructions

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

Form

Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

Bid Return

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

Late Bids

Bids must be received by the Purchasing Department prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder upon written request.

Acceptance

The City of Brenham reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure and timely perform its obligation under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete

the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or 6) Unauthorized alteration of bid form. Owner reserves the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City of Brenham, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the bidder's goods or services, the bidder's past performance under contracts with the City of Brenham, the bidder's compliance with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City of Brenham, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Brenham shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

Award of Contract

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;

- g. the total long-term cost of the City to acquire the bidder's goods or services; and
- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single Contractor; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Term of Contract

This contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning the date of award of contract.

Extension of Contract

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (three (3) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Price Escalation

Price escalations may be permitted by the City of Brenham during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, Railroad Commission Rates, Federal/State Minimum Wage Laws, Federal/State Unemployment Taxes, FICA, etc. Increases will apply only to the product(s) and/or service(s) affected by an increase on raw material, labor, or another like cost factor. The City of Brenham reserves the right to accept or reject any/all requests for price escalations.

Price Reduction

If during the term of the contract, the contractor's net prices charged to other customers for the same product(s) and/or service(s) are lower than the City of Brenham's contracted prices, an equitable adjustment shall be made lowering the contract price charged to the City of Brenham.

Assignment of Contract

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

Contract Termination

The City may terminate this Contract at any time upon thirty (30) calendar days written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

Reimbursements

There is no expressed or implied obligation for the City of Brenham to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and the City of Brenham will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

Error-Quantity

Bids must be submitted on units of quantity specified. In the event if errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Variations

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

F.O.B. – Damage

Bids will not be considered unless bid F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City of Brenham assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract. Sealed competitive bids may not be negotiated, amended or changed after the bid opening date.

Cooperative Agreements

Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Brenham.

Authorized Signature

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the City Council.

Lump Sum Bids

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none bids will not be considered if prices

quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices

Invoices must be submitted by the successful bidder to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

Cash Discounts

Bidders may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Taxes

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability

The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

Material Safety Data Sheets

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA

Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

Addenda

In the event if a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Fiscal Funding

The City of Brenham, Texas operates and is funded on a fiscal year basis; accordingly, the City reserves the right to determine, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

Court Jurisdiction

The City of Brenham and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process to any Federal Court or court not in Texas.

Insurance

1. The contractor shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
2. Standard Insurance Policies Required:
 - A. Commercial General Liability Policy
 - B. Automobile Liability Policy
 - C. Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
 - a. General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
 - b. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - c. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - d. "Claims Made" policies will not be accepted.
 - e. The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - f. A Waiver of Subrogation in favor of the city with respect to Workers' Compensation Insurance must be included.
 - g. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except

after thirty (30) days prior written notice has been given to the City of Brenham.

h. Upon request, certified copies of all insurance policies shall be furnished to the City of Brenham.

4. Commercial General Liability

a. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

b. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability

a. Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

6. Worker's Compensation

a. Employer's Liability limits of \$100,000.00 for each accident is required.

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:

a. The company is licensed and admitted to do business in the State of Texas.

b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.

c. All endorsements and insurance coverage according to requirements and instructions contained herein.

d. The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.

e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Workers' Compensation Provisions (State law requires the following language in contracts on public works projects).

DEFINITIONS:

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

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

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

The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

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

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

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

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

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

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
 1. a certificate of coverage, prior to the person beginning work on the project; and
 2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

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

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.



AGENDA FORM

DATE OF MEETING: June 2, 2011	DATE SUBMITTED: May 20, 2011	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Kim Hodde	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-11-006 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2011 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held on July 2, 9, 16, 23, and 30, 2011		
SUMMARY STATEMENT: The Downtown Summer Concert Series (Hot Nights, Cool Tunes) is sponsored by Main Street Brenham. These are free concerts for the public. This year's concerts will be held on July 2, July 9, July 16, July 23, and July 30, 2011 from 7:00 pm - 10:30-11:00 pm. One lane of Alamo Street will be closed between Park Street and Market Street from 3:00 pm to 11:30 pm then all of Alamo Street will be closed between Austin Street and Market Street from 4:30 pm to 11:30 pm. Food and beverage booths and kids activities will be set up along the street as well as a classic car cruise-in with people sitting and enjoying the entertainment.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution No. R-11-006; and (2) Agreement with TxDOT for the Temporary Closure of State Right of Way		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Resolution No. R-11-006 authorizing execution of an agreement with TxDOT for the temporary closure of State Right of Way in Connection with the 2011 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held on July 2, 9, 16, 23, and 30, 2011.		
APPROVALS: Doug Baker, Brenham Police Department, and Brenham Fire Department		

RESOLUTION NO. R-11-006

THE STATE OF TEXAS

COUNTY OF WASHINGTON

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings along state highways within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid contract and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2011 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held on July 2, July 9, July 16, July 23, and July 30, 2011.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS:

The Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of state highways within the City of Brenham associated with the 2011 Downtown Summer Concert Series (Hot Nights, Cool Tunes). This resolution is effective upon its adoption.

Adopted this the _____ day of June, 2011.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Brenham, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Alamo Streets, in Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo Street (Business 290) for the purpose of the 2011 Downtown Summer Concert Series (Hot Nights, Cool Tunes), from 3:00 pm to 11:30 pm on July 2, July 9, July 16, July 23 and July 30, 2011 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 2nd day of June, 2011, the Brenham City Council passed Resolution No. R -11-006, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State’s right of way, the local government and/or its contractors shall furnish to the State a completed “Certificate of Insurance” (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State’s right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
Milton Y. Tate, Jr. , Mayor City of Brenham P.O. Box 1059 Brenham, Texas 77834-1059	Texas Department of Transportation <u>Catherine Hejl, P.E.</u> <u>District Engineer</u> <u>1300 North Texas Avenue</u> <u>Bryan, Texas 77803-2760</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF BRENHAM

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title: Milton Y. Tate, Jr.
Mayor

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

Exhibit A

This request is for closure of Alamo Street from Market Street to Austin Street as follows:

One lane of Alamo Street from Park Street to Market Street closed at 3:00 pm; Both lanes of Alamo Street from Austin Street to Market Street closed at 4:30pm

on July 2, July 9, July 16, July 23, and July 30, 2011

Date and Time of Closure

One lane of Alamo Street from Park Street to Market Street to be closed from 3:00 p.m. until 11:30 p.m. then both lanes of Alamo Street from Austin Street to Market Street to be closed from 4:30 pm to 11:30 pm on July 2, July 9, July 16, July 23, and July 30, 2011

All streets will be barricaded with traffic control devices and will be staffed with personnel from the Brenham Police Department.

The proposed activity that requires these street closures is the

2011 Downtown Summer Concert Series (Hot Nights, Cool Tunes)

Exhibit B

RESOLUTION NO. R-11-006

THE STATE OF TEXAS

COUNTY OF WASHINGTON

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings along state highways within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid contract and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2011 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held on July 2, July 9, July 16, July 23, and July 30, 2011.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS:

The Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of state highways within the City of Brenham associated with the 2011 Downtown Summer Concert Series (Hot Nights, Cool Tunes). This resolution is effective upon its adoption.

Adopted this the ____ day of June, 2011.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

Exhibit C

The Downtown Summer Concert Series (Hot Nights, Cool Tunes) is sponsored by Main Street Brenham. These are free concerts for the public with food and beverage booths, kid's activities as well as a classic car cruise-in. People will bring their lawn chairs and set them up in the street and enjoy the fellowship and entertainment. This year's concerts will be held on July 2, July 9, July 16, July 23 and July 30, 2011. One lane of Alamo Street between Park Street and Market Street will be closed beginning at 3:00 pm then both lanes of Alamo Street will be closed between Austin Street and Market Street from 4:30 pm to 11:30 pm.



AGENDA FORM

DATE OF MEETING: June 2, 2011	DATE SUBMITTED: May 20, 2011	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Kim Hodde	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request for a Noise Variance in Connection with Hot Nights, Cool Tunes Summer Concert Series to be Held from 3:00 p.m. to 11:00 p.m. on July 2, 9, 16, 23, and 30, 2011		
SUMMARY STATEMENT: I received a request from Main Street Brenham for a variance to the Noise Ordinance for the 5-night concert series this year. The dates and times include Saturday, July 2; Saturday, July 9; Saturday, July 16; Saturday, July 23; and Saturday, July 30; from 3:00 p.m. (when sound set-up begins) until 11:30 p.m. when clean-up is through.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Noise Variance Request		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve request for a noise variance in connection with Hot Nights, Cool Tunes Summer Concert Series to be held from 3:00 p.m. to 11:00 p.m. on July 2, 9, 16, 23, and 30, 2011		
APPROVALS: Brenham Police Department and Brenham Fire Department		

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Main Street Brenham

2. Name and address of individual making application on behalf of sponsoring organization: _____

Jennifer Eckermann; P.O. Box 1059; Brenham, Tx 77834

3. Purpose of the Event: Downtown Summer Concert Series

4. Location of Event: Downtown Brenham

5. Date of the event: July 2, July 9, July 16, July 23, July 30

6. Time of Event: 7:00 pm

7. Event Set-up: From: 3:00 pm To: 7:00 pm

Event Clean-up: From: 10:30 pm To: 11:30 pm

8. You are required to describe the following:

a) Types of Activities Planned and any additional information specific to this event: _____

concert; kids activities; food + beverage sales

b) Bands/Musical Instruments: yes

c) Sound amplification equipment: yes

d) Cleanup provisions: yes

Jennifer Eckermann
Name of Applicant (Printed or Typed)

Date: 5-17-11

Jennifer Eckermann
Applicant or Authorized Person's Signature

Phone: 979.337.7384

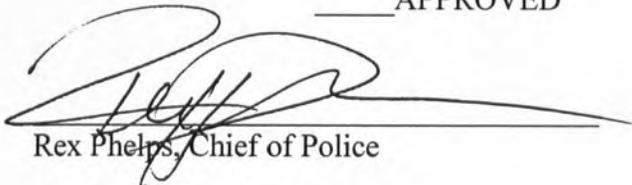
Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any Court?
Yes; No. If "Yes", please identify the offense, State of conviction and penalty imposed (attach additional sheets if necessary):

CITY STAFF REVIEW

Date received: 5-10-11

APPROVED

DENIED

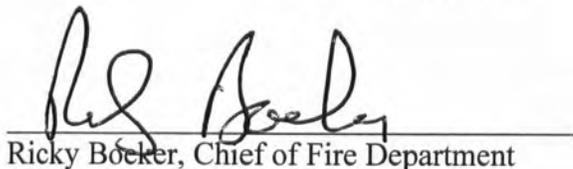

Rex Phelps, Chief of Police

Date: 5-17-11

Comments/Reason for Denial: _____

APPROVED

DENIED


Ricky Becker, Chief of Fire Department

Date: 5-20-11

Comments/Reason for Denial: _____

Noise Variance Approved by the City Council on the _____ day of _____, 2011.

Milton Y. Tate, Jr., Mayor

Date: _____

ATTEST:

Jeana Bellinger, City Secretary



AGENDA FORM

DATE OF MEETING: June 2, 2011	DATE SUBMITTED: May 25, 2011	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Doug Baker	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Approval of an Agreement with O'Malley Engineers, LLP for Final Design, Bidding, and Construction Phase Services Related to Westwood Drive.		
<p>SUMMARY STATEMENT: TxDot is going to install a traffic signal on Hwy 290 at its intersection with Westwood Drive later this year. In conjunction with the signal installation, Westwood drive must be widened from its existing width of approximately twenty feet to our collector street width of thirty nine feet. Approximately 500 feet of the existing street will be widened.</p> <p>The engineering services required for this project will be provided by O'Malley Engineers, LLP. Their fee for the basic services will not exceed \$33,000. This includes the design of the project, preparation of the plans and specifications, and services related to bidding. Additional services related to construction staking and project representation are estimated to be approximately \$20,500.</p> <p>I recommend that you authorize the mayor to execute this engineering services agreement in behalf of the City of Brenham.</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p>A. PROS:</p> <p>B. CONS:</p>		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Agreement for Engineering Services		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve an agreement with O'Malley Engineers, LLP for final design, bidding, and construction phase services related to Westwood Drive.		
APPROVALS: Terry Roberts		

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made as of the _____ day of _____, 2011 by and between THE CITY OF BRENHAM, hereinafter called the OWNER, and O'MALLEY ENGINEERS, L.L.P., 203 South Jackson Street, Brenham, Texas 77833, hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct improvements to Westwood Drive, hereinafter called the PROJECT.

NOW, THEREFORE, the OWNER and ENGINEER for the considerations hereinafter set forth, agree as follows:

1. THE ENGINEER AGREES to perform the following Engineering services for the PROJECT:

a. General: The Engineer shall serve as the Owner's professional representative in the planning and observation of construction of the Project, and shall give consultation and advice to the Owner during the performance of his services.

(1) Copyright or Patent Infringement: The Engineer shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by him, and he shall hold harmless the Owner from loss or damage resulting therefrom, providing however, that the Owner within five (5) days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the Engineer in writing.

(2) Insurance and Indemnification: The Engineer shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement. The Engineer shall defend, indemnify, and hold the City, its officers, employees, volunteers and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any other costs or fees arising out of or resulting from any negligence or willful misconduct of the Engineer in the performance of this Agreement.

b. Basic Services of the Engineer:

(1) Design Phase:

After written authorization to proceed with the Design Phase, Engineer shall:

(a) On the basis of the accepted preliminary design documents prepare for incorporation in the Contract Documents, final drawings to show the character and scope of the work to be performed by the contractors on the Project (hereinafter called "Drawings"), and Specifications.

(b) Furnish to the Owner such documents and design data as may be required for, and assist in the preparation of, the required documents so that Owner may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to

the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

(c) Advise the Owner of any adjustments to his latest opinion of probable Project Cost caused by changes in scope, design requirements or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

(d) Prepare bid forms, notice to bidders, instructions to bidders, general conditions and supplementary conditions and other related documents.

(e) Furnish eight (8) copies of the above documents and present and review them in person with the Owner.

(2) Construction Phase:

After written authorization to proceed with the Construction Phase, the Engineer shall:

(a) Assist the Owner in obtaining bids or negotiating proposals for each separate prime contract for construction or equipment.

(b) Consult with and advise Owner as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Contract Documents.

(c) Consult with and advise Owner as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the Contract Documents.

(d) Assist Owner in evaluating bids or proposals and in assembling and awarding contracts.

(e) Consult with and advise Owner and act as his representative as provided in the Standard General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of the Engineer as assigned in said Standard General Conditions shall not be modified without the Engineer's written consent. All of the Owner's instructions to Contractor(s) will be issued through the Engineer who will have authority to act on behalf of the Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

(f) Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of work; he shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). His efforts will be directed toward

providing assurance for Owner that the completed Project will conform to the Contract Documents, but he shall not be responsible for the failure of the Contractor(s) to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of his on site observations he shall keep the Owner informed of the progress of the work, shall endeavor to guard the Owner against defects and deficiencies in the work of Contractor(s) and may disapprove or reject work as failing to conform to the Contract Documents.

(g) Review and approve Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.

(h) Issue all instructions of Owner to Contractor(s); prepare routine change orders as required; he may, as Owner's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of Owner and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto; but the Engineer shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

(i) Based on his on site observations and on his review of Contractor(s)' applications for payment and the accompanying data and schedules, determine the amounts owed to Contractor(s) and approve in writing payments to Contractor(s) in such amounts. Such approvals of payment will constitute a representation to Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval), but by approving an application for payment the Engineer will not be deemed to have represented that he has made any examination to determine how or for what purpose any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the Contractor(s)' work, materials or equipment has passed to the Owner free and clear of any lien, claims, security interests or encumbrances, or that he has made a thorough and comprehensive examination to determine the extent to which the Contractor has performed in accordance with the Contract Documents.

(j) Conduct a review to determine if the Project is substantially complete and a final review to determine if the Project appears to have been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the Engineer may approve, in writing, final payment to each Contractor.

(k) The Engineer shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except his own employees and agents) at the Project site or

otherwise performing any of the work of the Project.

(l) Prepare for the Owner, within sixty (60) days after completion of the construction, a set of record prints marked "Record Drawings" showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to Engineer and which Engineer considers significant.

(m) Provide assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance. Owner will be furnished copies of all shop drawings, equipment literature, wiring diagrams, etc., submitted to the Engineer for approval by the Vendor.

c. Additional Services of Engineer:

(1) General:

If authorized in writing by the Owner, the Engineer shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Service; these will be paid for by the Owner.

(a) Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

(b) Services to perform engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the Owner.

(c) Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the Engineer's control.

(d) Providing renderings or models for the Owner's use.

(e) Preparing documents for alternate bids requested by Owner for work which is not executed or documents for out of sequence work.

(f) Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the Owner.

(g) Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, selection of furniture and furnishings,

communications, acoustics, kitchens and landscaping.

(h) Services in connection with change orders to reflect changes requested by Owner if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

(i) Services during out of town travel required of the Engineer other than visits to the Project site as required by paragraph 1.b.

(j) Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

(k) Construction staking for the project.

(l) Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

(m) Preparation of operating and maintenance manuals.

(n) Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

(o) Preparing to serve or serving as a consultant or witness for Owner in any litigation, public hearing or other legal or administrative proceeding involving the Project.

(p) Additional services in connection with the Project, including services normally furnished by the Owner and services not otherwise provided for in this Agreement.

(q) If requested by the Owner or recommended by the Engineer and agreed to in writing by the Owner, a Resident Project Representative and assistants will be furnished and will act as directed by the Engineer in order to provide more extensive representation at the Project site during the Construction Phase. Such services will be paid for by Owner as indicated in paragraph 3.c.

(r) Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work, but the furnishing of such resident Project representation will not make the Engineer responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the

construction work in accordance with the Contract Documents.

d. Reimbursable Services of the Engineer: Reimbursable services shall include the following items when authorized in writing by the Owner: transportation and subsistence of principals and employees on special trips to the Project or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications in addition to those specified in paragraphs 1.b.(1)(e) of this Agreement.

2. THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

a. Access to the Work: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project.

b. Consideration of the Engineer's Work: The Owner shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.

c. Legal Requirements: The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

d. Proposals: The Owner shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

e. Protection of Markers: The Owner shall protect to the best of his ability, all stakes and other markers set by the Engineer prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the Owner as extra services of the Engineer.

f. Standards: The Owner shall furnish the Engineer with a copy of any design and construction standards he shall require the Engineer to follow in the preparation of Contract Documents for the Project.

g. Owner's Representative: The Owner shall designate in writing, by appendix to this Agreement, a single person to act as the Owner's Representative with respect to the work to be performed under this Agreement. The person designated as Owner's Representative shall have complete authority to transmit instructions, receive information, interpret and define Owner's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the work covered by this Agreement.

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. General:

(1) Definitions of Construction Cost of the Project, as herein referred to, means the total cost of all work designed or specified by the Engineer but does not include any payments to the Engineer or other consultants.

(2) Payments Withheld from Contractors: No deduction shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other amounts withheld from payments to Contractors.

(3) Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for services performed on account of it prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expense resulting therefrom, and including a profit commensurate to the profit margin provided for in Additional Services.

(4) Progress Payments: Once each month, the Owner shall pay the Engineer for professional services performed under paragraphs 1.b., 1.c. and 1.d. of this Agreement in proportion to services performed during the period.

b. Payments for Basic Services of the Engineer: The Owner shall pay the Engineer for the basic services described in Paragraph 1.b. of this Agreement, a lump sum basic fee of \$33,000.00 with progress payments as herein provided. At the completion of each phase of the work, progress payments shall total the following percentages of the basic services fee:

(1) Final Plans and Contract Documents: 75%

(2) During Construction: 100%

c. Payments for Additional Services of the Engineer: The Engineer shall be reimbursed according to Attachment "A" Schedule of Charges for the additional services outlined under paragraph 1.c. The additional services anticipated on this project along with the estimated costs are presented in Attachment "B" Schedule of Additional and Reimbursable Services.

d. Payment for Reimbursable Services of the Engineer: The Engineer shall be reimbursed at cost plus fifteen percent (15%) for the reimbursable services outlined under paragraph 1.d. At the Owner's option, he may elect to pay directly those persons, companies, corporations, etc., providing reimbursable services, thus avoiding the fifteen percent (15%) surcharge the Engineer would be entitled to if the Engineer is responsible for making payment to subcontractors.

4. THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

a. Termination: This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the party. If terminated due to the fault of others than the Engineer, the Engineer shall be paid for services performed to the date of termination, including reimbursements then due, plus terminal expense.

b. Disputes: Should a dispute arise during the course of this project, both parties hereby agree to attempt in good faith to resolve the dispute through mediation prior to seeking relief from any court or through any other legal proceeding.

c. Ownership of Documents: The completed tracings and master specifications sheets shall remain the property of the Engineer, and reproduction of them in whole or in part shall not be used on additions to the Project or on any other project except upon written Agreement with the Engineer.

5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

6. SPECIAL PROVISIONS: The Owner and the Engineer mutually agree that this Agreement shall be subject to the following Special Provisions which shall supersede other provisions of this Agreement.

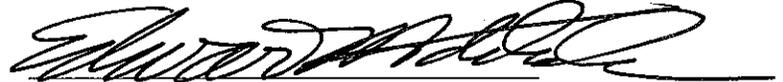
None

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written:

OWNER:
CITY OF BRENHAM

ENGINEER:
O'MALLEY ENGINEERS, L.L.P.

Milton Y. Tate
Mayor

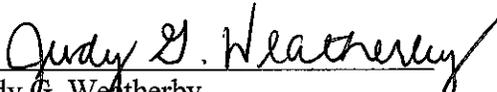


Ed Addicks
Vice President

ATTEST:

ATTEST:

Jeana Bellinger
City Secretary



Judy G. Weatherby
Secretary

(SEAL)

ATTACHMENT A

SCHEDULE OF CHARGES

Compensation for engineering services shall be on an hourly basis at the rates below which include employment taxes, fringe benefits, overhead, transportation, supplies, materials, taxes and profit.

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Project Manager	\$140.00
Senior Engineer.....	125.00
Engineer	95.00
Engineering Graduate	80.00
Engineering Technician	70.00
Project Representative	60.00
CADD Operator	55.00
Secretary.....	55.00

Compensation for surveying services shall be on an hourly basis at the rates set forth below which include employment taxes, fringe benefits, overhead, transportation, supplies, materials, taxes and profit.

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Registered Professional Land Surveyor.....	\$115.00
Surveying Technician.....	65.00
CADD Operator	55.00
Secretary.....	55.00
4-Man Field Party	160.00
3-Man Field Party	135.00
2-Man Field Party	95.00
Global Positioning System (GPS) Equipment	80.00

Subcontract costs shall be billed at invoice cost plus fifteen percent (15%) for handling.

ATTACHMENT B

SCHEDULE OF ADDITIONAL AND REIMBURSABLE SERVICES

ADDITIONAL SERVICES

<u>TASK</u>	<u>ESTIMATED COST</u>
1. Construction staking and preparation of cut sheets for the contractors use during construction	\$3,500.00
2. Part-time Project Representative to observe construction work and testing in addition to periodic site visits by Engineer	\$12,000.00
3. Preparation of TxDOT traffic control plan	\$ 5,000.00

REIMBURSABLE SERVICES

If other Additional or Reimbursable Services are required to complete this project, the estimated costs for these tasks will be presented to the Owner for approval once their need and magnitude are determined.



AGENDA FORM

DATE OF MEETING: May 19, 2011	DATE SUBMITTED: May 25, 2011	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input checked="" type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Take Action as a Result of Executive Session Regarding the Acquisition of Right of Way from Germania Insurance for the Realignment of Stringer Street Associated with the Improvements Related to the Highway 290 Project and Authorize the Mayor to Execute any Necessary Documentation		
SUMMARY STATEMENT: As Discussed in Executive Session		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS:		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Take Action as a result of executive session regarding the acquisition of right of way from Germania Insurance for the realignment of Stringer Street associated with the improvements related to the Highway 290 project		
APPROVALS: Terry Roberts		