



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY SEPTEMBER 15, 2011 AT 10:00 A.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 – Councilmember Keith Herring**
3. **Proclamations**

Constitution Week – September 17 – 23, 2011
The Washington County Read: October 1 – November 10, 2011 Page 4 – 5
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 September 1, 2011 Council Meeting** Page 6 - 12

PUBLIC HEARING

6. **Proposed Budget for Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012**

This budget will raise more total property taxes than last year's budget by an estimated \$509,115 (10.35%), and of that amount, \$142,142 is tax revenue to be raised from estimated new property added to the tax roll this year.

Page 13 - 14

REGULAR AGENDA

- 7. Discuss and Possibly Act Upon a Recommendation from the Community Services Committee Related to Funding Allocations in the FY2011-12 Budget** Page 15 - 19
- 8. Discuss and Possibly Act Upon Ratification of the Property Tax Increase Reflected in the Proposed Budget for Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012, which Raises More Revenue from Property Taxes than the Previous Year's Budget** Page 20 - 21
- 9. Discuss and Possibly Act Upon an Ordinance on its First Reading Adopting the Budget for Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012** Page 22 - 26
- 10. Discuss and Possibly Act Upon an Ordinance on its First Reading Levying Taxes for the Tax Year 2011 for the City of Brenham at \$0.5432 per \$100 Valuation** Page 27 - 30
- 11. Discuss and Possibly Act Upon an Ordinance on its First Reading Approving the Annexation of Approximately 124.44 Acres of Land Located South of and Adjacent to the South Boundary Line of Southwest Industrial Park, Sections I & II and West of and Including a Portion of the Burlington Northern Santa Fe Railroad Right of Way into the City Limits** Page 31 - 42
- 12. Discuss and Possibly Act Upon Resolution No. R-11-011 Approving an Interlocal Agreement with Brazos Valley Council of Governments for E9-1-1 Public Safety Answering Point (PSAP) Services** Page 43 - 60
- 13. Discuss and Possibly Act Upon Renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft and Workers' Compensation Coverage for the City of Brenham for Fiscal Year 2011-12 and Authorize the Mayor to Execute any Necessary Documentation** Page 61 - 70
- 14. Discuss and Possibly Act Upon a Ground Space Lease Agreement with Grant Meschewitz at the Brenham Municipal Airport and Authorize the Mayor to Execute any Necessary Documentation** Page 71 - 80
- 15. Discuss and Possibly Act Upon Resolution No. R-11-012 Approving a Grant Agreement for the Acquisition of Additional Land for the Runway Protection Zone (RPZ) at the Brenham Municipal Airport** Page 81 - 92

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.

16. Administrative/Elected Officials Report

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 September 15, 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 September 12, 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

PROCLAMATION

WHEREAS, September 17, 2011 marks the 224th anniversary of the drafting of the Constitution of the United States by the Constitutional Convention; and

WHEREAS, The Constitution is the standard by which we hold ourselves accountable, and it is the basis on which all of our laws are founded; and

WHEREAS, The Constitution protects each and every American, and ensures all are accorded the same rights and freedoms; and

WHEREAS, It is right and just for the City Council and the residents of Brenham to join together to reaffirm the ideals of the framers of the Constitution by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties,

Now, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do hereby proclaim the week of September 17 – 23, 2011 as

CONSTITUTION WEEK

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.

Milton Y. Tate, Jr. Mayor
City of Brenham

PROCLAMATION

WHEREAS, A community read program encourages reading by having all involved read the same book; and

WHEREAS, Lifetime Learning, a group of volunteers who have been bringing outstanding speakers and classes to the Washington County area since 2002, has proposed a Read for Washington County; and

WHEREAS, This endeavor has the support of local law enforcement organizations, the Nancy Carol Roberts Memorial Library, Brenham Independent School District, Washington County Chamber of Commerce, Brenham National Bank, Unity Theatre, and many individuals in the community; and

WHEREAS, During the Washington County Read, which begins October 1, 2011 and concludes November 10, 2011, all residents of Washington County are encouraged to read "One Ranger—A Memoir" by H. Joaquin Jackson & David Marion Wilkinson, which is a memoir of a working Texas Ranger; and

WHEREAS, It is right and just for the City Council and the residents of Brenham to join together to applaud the volunteers with Lifetime Learning for their dedication to service and their commitment to encouraging reading;

Now, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do Hereby Proclaim October 1–November 10, 2011 as

The Washington County Read

In Witness, Whereof, I have set my hand and affixed the
Seal of Brenham.

Milton Y. Tate, Jr. Mayor
City of Brenham

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on September 1, 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 Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Others present:

City Manager Terry Roberts, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Administrative Assistant Tammy Cook, Chief Financial Officer Carolyn Miller, Stacy Hardy, Debbie Gaffey, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Public Works Director Doug Baker, Kim Hodde, Public Utilities Director Lowell Ogle, Community Services Director Wesley Brinkmeyer, Angela Hahn, Pam Ruemke, Becky Squyres, Kevin Boggus

Citizens present:

James Proske, C.H. Harvey, Page Michel, 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 – Councilmember Andrew Ebel**
- 3. Service Recognitions**

A Service Recognition was presented to the following employee:

Julie Neville Communications 10 Years

4. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Minutes from the July 21, 2011, July 25, 2011, August 4, 2011 and August 18, 2011 Council Meetings

A motion was made by Councilmember Pyle and Seconded by Councilmember Herring to approve the minutes from the July 21, 2011, July 25, 2011, August 4, 2011 and August 18, 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 Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

PUBLIC HEARING

6. Proposed Tax Rate of \$0.5432 per \$100 Valuation for Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012

Chief Financial Officer Carolyn Miller presented this item. A governing body must hold two public hearings to receive citizen comments on a proposed tax rate. The first public hearing was held during the regular Council meeting on August 18, 2011.

A property tax rate of \$0.5432 per \$100 valuation is proposed to fund the FY2011-12 Budget. Of this rate, \$0.3420 will be for maintenance and operations (M&O), which is the same M&O rate that the City has maintained for four (4) consecutive years. The I&S rate is being increased by \$0.0390 from \$0.1622 to \$0.2012 to cover transportation projects. Ms. Miller opened the floor to comments.

Mr. James Proske commented on the untimely request for a tax increase due to the down economy and commented on his displeasure with the Highway 290 project.

Mr. C.H. Harvey commented on his displeasure and disapproval with the proposed tax rate increase. He commented on the expense of projects within the city; the recently constructed Amphitheater and the All Sports Building and the recurring expenses these projects will have on tax payers. Mr. Harvey also expressed his disapproval of street repair without prior approval from taxpayers.

Mayor Tate announced the first reading of the Ordinance to adopt the tax rate will be during a Regular Council meeting on Thursday, September 15, 2011 at 10:00 a.m. The Second reading of the Ordinance and adoption of the tax rate is scheduled for a Special Council meeting on Thursday, September 22, 2011 at 1:00 p.m.

Mayor Tate closed the public hearing.

REGULAR AGENDA

7. Discuss and Possibly Act Upon the Selection of a Candidate to be Voted for on the Texas Municipal League Intergovernmental Employee Benefits Pool Board of Trustees Region 10 Ballot

City Manager Terry Roberts presented this item. As a member of the Texas Municipal League Intergovernmental Employees Benefit Pool, the City of Brenham may participate in the election of members of the Board of Trustees. Mr. Roberts noted the two candidates on the ballot; Vic Barnett of Caldwell and Kevin Russell of Georgetown. Staff's recommendation is the selection of Mr. Vic Barnett as the candidate to serve on the TMLIEP Board of Trustees Region 10.

A motion was made by Councilmember Pyle and seconded by Councilmember Williams to select Vic Barnett of the City Caldwell to be a candidate to be voted on for the Texas Municipal League Intergovernmental Employee Benefits Pool Board of Trustees Region 10 Ballot

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 Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

8. Discuss and Possibly Act Upon a Request for a Noise Variance from Cry Out America to Hold a Prayer Service at the Washington County Courthouse Gazebo and Lawn on September 10, 2011 from 6:30 p.m. to 8:00 p.m.

Kim Hodde presented this item. Lori Dehmer of Cry Out America requested this noise variance for a prayer service to be held at the Washington County Courthouse Gazebo.

A motion was made by Councilmember Herring and seconded by Councilmember Pyle to approve a noise variance from Cry Out America to hold a prayer service at the Washington County Courthouse gazebo and lawn on September 10, 2011 from 6:30 p.m. to 8:00 p.m.

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 Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

9. Discuss and Possibly Act Upon Bid No. 11-013 For a Surface Lease of Approximately 49.98 Acres of Land Located Off Old Independence Road and the North End of The Brenham Municipal Airport and Authorize the Mayor to Execute any Necessary Documentation

Public Works Director Doug Baker presented this item. Mr. Baker informed council that the land located at the north end of the Brenham Municipal Airport can be leased for grazing or hay production. Two bids were received for the lease of this land. Staff recommends awarding the bid to the highest bidder, Martin L. Spivey, in the amount of \$1,506.90.

A motion was made by Councilmember Pyle and seconded by Councilmember Ebel to approve Bid No. 11-013 for a surface lease of approximately 49.98 acres of land located off Old Independence Road and the north end of the Brenham Municipal Airport to Martin L. Spivey in the amount of \$1,506.90 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	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

WORK SESSION

(Note: The City Council convened in Room 2A, 2nd Floor of City Hall, for Work Session and Administrative/Elected Officials Report)

10. Presentation of the City of Brenham's Strategic Plan

Terry Roberts introduced this item and reminded council of the strategic objectives that were created during the day long council retreat in February. During the last council meeting, councilmembers were given a sheet of the sixteen objectives and were asked to rank these items in order of priority. Mr. Roberts then turned the presentation over to Retreat Facilitator, Ron Cox.

Mr. Cox outlined the City's vision statement and Council's strategic objectives. He then explained the ranking of the objectives as determined by City Council. Mr. Cox discussed in detail the top eight (8) priorities:

1. Create a comprehensive master planning program addressing transportation, development, and economic development
2. Develop a comprehensive approach to improving intergovernmental cooperation and sharing costs of service between the city, county, and school systems
3. Prepare a comprehensive transportation plan including rehabilitation and maintenance of city streets, planning for thoroughfares and downtown parking
4. Develop a holistic approach to economic development planning in all aspects of the community including development of white collar jobs and a diversified retail market
5. Develop a plan for enhancing revenues for the City of Brenham
6. Encourage development within the City's utilities service area
7. Develop and implement a proactive code enforcement program
8. Find equitable funding for new fire substation

Mr. Cox opened the floor to questions and comments pertaining to the rankings of these strategic objectives.

Councilmember Pyle commented on the development within the City's utility service area. He does not want to take too much staff time and resources to accomplish this goal unless there is a possible positive result. Councilmember Pyle also commented on the development and implementation of a proactive code enforcement program.

Councilmember Williams expressed his thoughts on the importance of intergovernmental cooperation and feels this objective deserves a lot of attention.

Councilmember Goss commented on the priority ranking and how they center on finance. The only way these objectives can be developed is by increasing revenue, and this is accomplished through economic development.

Mr. Roberts closed this presentation by informing council of the staff's intent to present an update semi-annually on the progress of these objectives.

11. Presentation and Discussion on Senate Bill 100

City Secretary Jeana Bellinger presented this item. Ms. Bellinger gave a background of Senate Bill (SB) 100 also known as the Military & Overseas Voter Empowerment (MOVE) Act and the affect this will have on the City's election. The goal of this Act is to make the voting process easier and faster for military and overseas voters. The amount of time allowed for absentee ballots to be received for primary run-off elections was lengthened to forty-five (45) days - from the 2nd Tuesday in April to the 4th Tuesday in May.

Due to the extended time for absentee ballots, Washington County will not be able to provide the City with the required electronic voting equipment. Therefore, the City needs to consider the following options:

1. Maintain current election schedule; acquire electronic voting equipment to use in even-numbered year elections
2. Move elections to November
3. Un-stagger and change terms of office to 2 or 4 years; this will require all positions to be elected, at the same time, in odd-numbered years
4. Change terms of office to 4 years so that elections are held, on a staggered schedule, every 2 years in odd-numbered years

Ms. Bellinger also advised Council that the City's charter does contain certain election requirements that could possibly create the need for the City to hold a Charter Amendment Election. City Attorney, Cary Bovey, explained that while there were several different opinions on whether a Charter Amendment Election would be required. He advised Council that in his opinion with the passage of SB 100, that state law would supersede the Charter and allow the City to change our terms of office and election schedules.

Councilmember Williams questioned the steps involved in a charter election. Mr. Bovey explained the proposed ballot language would be created, notice of the election would be published, and a normal election would be held.

Councilmembers reached a general consensus to select Option 4 and change the terms of office to four (4) years so that elections are held on a staggered schedule every two (2) years, in odd-numbered years. Ms. Bellinger then explained that this Option will require a Special Election in order to transition to a new election cycle and get all positions on the proper staggering.

Ms. Bellinger explained that due to the requirements of SB 100; the Mayor (At-Large) and Ward 4 positions cannot be reduced; therefore a 1 year holdover will be required. After this holdover, these positions will be up for re-election in 2015 for a 4 year term

In order to maintain proper staggering; one or two of the remaining positions will need to be elected, at a Special Election in 2013, to a short two (2) year term to get on same election cycle as the Mayor (At-Large) and Ward 4.

After a brief discussion Council decided that Ward 2 would be the position to run in the Special Election in 2013 for a short two (2) year term.

12. Administrative/Elected Officials Report

- City Manager reported on a few items:
 - Navasota City Hall Grand Opening
 - Blinn College – Presidential Forum on September 6, 2011 at 1:00 p.m. and September 8, 2011 at 8:00 a.m.
 - Drought Condition Update
 - BISD Luncheon – September 9, 2011

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary



AGENDA FORM

DATE OF MEETING: September 15, 2011	DATE SUBMITTED: September 9, 2011	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input checked="" 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 type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Public Hearing on Proposed Budget for Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012		
SUMMARY STATEMENT: See attached memo from Chief Financial Officer on this item.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from CFO		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Receive citizen comments regarding proposed FY2011-12 Budget		
APPROVALS: Carolyn D. Miller		



MEMORANDUM

To: Mayor, Council and City Manager
From: Carolyn D. Miller
Subject: Public Hearing on FY2011-12 Proposed Budget
Date: September 9, 2011

The FY2011-12 proposed budget is the result of numerous staff hours as well as three Council Budget Workshops. Staff presented the proposed budget to Council during these workshops and the recommended changes have been made. In compliance with the Local Government Code, the proposed budget has been filed with the City Secretary and all required notices have been published. Additionally, the Local Government Code requires a governing body to hold a public hearing to receive citizen comments on a proposed budget.



AGENDA FORM

DATE OF MEETING: September 15, 2011	DATE SUBMITTED: September 9, 2011	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
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 Recommendation from the Community Services Committee Related to Funding Allocations in the FY2011-12		
SUMMARY STATEMENT: See attached memo from Wesley Brinkmeyer		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from Wesley Brinkmeyer; (2) Community Service Committee 2011-2012 Funding Requests		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION:		
APPROVALS: Terry Roberts		



Memo

To: Mayor and City Council

From: Wesley Brinkmeyer

Date: August 29, 2011

Re: Community Services Committee Funding

As Council reviews the recommendations of the Community Services Committee funding for the 2011-2012 budget year, I did want to review the process and steps taken to this point.

Process Improvements: In order to continuously improve, and as budget projections became more apparent, staff and the committee made adjustments to the process of the Community Services Committee for this year. The key changes compared to the previous years were the following improvements:

1. After gaining feedback from both the Committee and a few applicants, a formal application was created to help present the information in a more uniform manner.
2. Two meetings were held. It was determined that instead of one presentation and funding meeting, that two meetings

would be needed. This would allow the committee to review what was being requested by the applicants, garner Council feedback on the total amount available for use by the Committee, and allow for a separate funding meeting.

3. After the initial Committee meeting on June 9, 2011 (where organizations were allowed to make presentations), and after garnering Council feedback at the July 19th Budget retreat, the Committee requested IRS 990 Forms from each entity. The IRS 990 Form is the form required of 501c3 nonprofit entities to submit to the IRS annually, and is public information. By requesting this document, the Committee would be able to enhance their decision making as the 990 form creates a somewhat uniform review of almost all of the financials for the entities (except for Community Education and Washington County Jobs Partnership).

Brief History of Total Funding Amount: As you may recall, during our Council budget meeting on July 19, Council recommended a 20% reduction in total funding for FY 2011-2012 for the Community Services Committee budget. The 20% reduction would be taken from the total amount awarded last year of \$179,480, meaning the committee had roughly \$144,000 in funding that they could award this year.

It was also pointed out at the Council budget meetings that the City of Brenham was contractually obligated to roughly \$44,000 to cover insurance and utilities on the Boys and Girls Club and Heritage Museum (both are City owned facilities). This would allow for \$100,000 to be used in the no-contractual requests for funding.

Action Taken By The Committee: After much deliberation and taking Council's direction into account the Community Service Committee made the following recommendation for FY 2011-2012:

- Brenham Community Education and Goodfellows would not receive funding for FY 2011-2012.

- The funding requested for sanitation for Faith Mission and Freedom Hill would be handled by the Utility department for this year.
- The remaining, non-contractually obligated requests would receive 20% deduction from the amount they receive in 2010-2011.

The Committee believes these steps will allow for the Committee to meet its budget requirements and allow for the entities to receive funding for 2011-2012.

At the request of the applicants and the Committee, staff has notified the applicants of the Committee recommended funding levels. This was done with strong reinforcement, both at the meeting and in the notification, that the amounts recommended were just that, recommendations, and that the final decision on the funding amount will come from Council as part of the final budget.

Community Service Committee						
2011-2012 Funding Requests						
Organization	07-08 Actual	08-09 Actual	09-10 Actual	10-11 Budgeted	11-12 Requested	11-12 Committee Recommendation
Boys and Girls Club of Washington County	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 30,000.00
B & G Club- Utilities Cap	29,405.69	27,554.73	28,536.21	30,000.00	30,000.00	30,300.00
B & G Club- Insurance	2,171.00	2,020.00	1,551.59	2,021.00	1,800.00	2,100.00
Brenham Community Education	10,000.00	10,000.00	10,000.00	-	10,000.00	-
Faith Mission	17,500.00	17,500.00	17,500.00	20,000.00	25,000.00	16,000.00
Faith Mission Sanitation Cap	6,382.70	7,293.80	7,175.00	10,000.00	8,000.00	*
Freedom Hill			998.90		4,417.00	*
Goodfellows of Washington County	10,000.00	10,000.00	10,000.00	5,000.00	10,000.00	-
Brazos Valley Hospice	12,000.00	12,000.00	10,000.00	12,500.00	20,000.00	10,000.00
Heritage Museum						
HM Utilities	11,836.40	11,012.59	10,617.36	10,000.00	11,000.00	11,550.00
HM Insurance	1,137.99	1,059.30	813.29	1,059.00	1,050.00	1,150.00
Jobs Partnership of Washington County	-	-	250.00	500.00	500.00	500.00
A Day Away Program (Mission Brenham)			900.00	900.00	900.00	900.00
Thrift Shop-Sanitation	308.40	109.50				
Washington County Healthy Living Association	40,000.00	40,000.00	40,000.00	50,000.00	70,000.00	40,000.00
Contingency	680.00	822.00	1,737.00	-		\$ -
Totals:	\$ 178,922.18	\$ 176,049.92	\$ 177,579.35	\$ 179,480.00	\$ 230,167.00	\$ 142,500.00
Highlighted dollar amounts are funds that are contractually obligated. Inserted figures are suggested amounts based off of historical use						
*To be paid by the Sanitation Department of Utilities for FY 11-12 and capped at FY11-12 requested amount.						



AGENDA FORM

DATE OF MEETING: September 15, 2011	DATE SUBMITTED: September 9, 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 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 Ratification of the Property Tax Increase Reflected in the Proposed Budget for Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012, which Raises More Revenue from Property Taxes than the Previous Year's Budget.		
SUMMARY STATEMENT: See attached memo from Chief Financial Officer on this item.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1)Memo from CFO		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Ratify the Property Tax Increase		
APPROVALS: Carolyn D. Miller		



MEMORANDUM

To: Mayor, Council and City Manager

From: Carolyn D. Miller

Subject: Ratification of Property Tax Increase
Required for the Proposed FY2011-12 Budget

Date: September 9, 2011

In compliance with the Texas Local Government Code, if a municipal budget raises more property taxes than in the previous year's budget, City Council must formally ratify a property tax increase. The FY2011-12 budget will raise more total property taxes than last year's budget by \$509,115 (10.35%), and of that amount \$142,142 is tax revenue to be raised from new property added to the tax roll this year. A vote must be taken to ratify the property tax increase reflected in the budget. This vote is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate.

The following motion should be made:

I move to ratify the property tax increase reflected in the proposed budget for the fiscal year beginning October 1, 2011 and ending September 31, 2012, which raises more revenue from property taxes than the previous year's budget.



AGENDA FORM

DATE OF MEETING: September 15, 2011		DATE SUBMITTED: September 9, 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	
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<input type="checkbox"/> WORK SESSION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on its First Reading Adopting the Budget for Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012			
SUMMARY STATEMENT: See attached memo from Chief Financial Officer on this item.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Memo from CFO, (2) Ordinance			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve Ordinance on its First Reading Adopting the Budget for Fiscal Year beginning October 1, 2011 and Ending September 30, 2012.			
APPROVALS: Carolyn D. Miller			



MEMORANDUM

To: Mayor, Council and City Manager
From: Carolyn D. Miller
Subject: FY2011-12 Budget Adoption Ordinance
Date: September 9, 2011

The proposed FY2011-12 Budget has been developed in compliance with the property tax code, local government code, and City Charter. A property tax rate of \$0.5432 per \$100 valuation is necessary to fund the proposed budget. The adoption of the tax rate is a separate item on the agenda.

The proposed budget is on file with the City Secretary, the Washington County Clerk, and at the Nancy Carol Roberts Memorial Library.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF BRENHAM, TEXAS FOR THE FISCAL YEAR 2011-2012; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas, has prepared a budget for the fiscal year October 1, 2011 through September 30, 2012 and has filed same with the City Secretary and has held public hearings on same, all after due notice as required by statute.

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 adopt the Budget for the City of Brenham, Texas, for the fiscal year October 1, 2011 through September 30, 2012 as shown in the attached Exhibit "A", which is incorporated herein as though copied herein verbatim.

SECTION II.

That authority is hereby given to the City Manager to approve transfers of portions of any item of appropriation within the same department and transfers from one department to another department within the same fund.

SECTION III.

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading this the 15th day of September, 2011.

PASSED AND ADOPTED on its second reading this the 22nd day of September, 2011.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

Cary Bovey, City Attorney

	GENERAL	DEBT	HOTEL/ MOTEL	HOTEL/ TAX COTY	EQUIP- MENT	STREET DRAINAGE	EMER MGMT	PUBLIC SAFETY	CRIM LAW ENFORCE	DONA- TIONS	COURTS TECH	PARKS CAP IMPRO	290 PASS THRU	AIRPORT CAPITAL
BEGINNING BALANCE	\$2,991,115	\$164,145	\$115,253	\$1,396	\$247,099	\$0	\$9,286	\$7,487	\$32,390	\$211,480	\$113,961	\$91,957	\$5,350,833	\$20,782
REVENUES														
AD VALOREM TAX	3,388,235	2,029,232												
SALES TAX	3,797,644													
FRANCHISE TAX	3,034,859													
OTHER TAX	25,000		420,000	64,000										
LICENSES AND PERMITS	71,975													
INTERGOVERNMENTAL (1)	398,607	250,000												
CHARGES FOR SERVICES	399,033										63,100			
FINES AND FORFEITURES	761,018													
INVESTMENT EARNINGS	6,400	55,850							40				4,000	
CONTRIBUTIONS AND DONATIONS							1,000			35,120				
MISCELLANEOUS REVENUE	289,286				25,000				5,000					247,500
TRANSFERS IN	3,311,508	573,217			247,236							18,000		14,000
DEBT/LEASE PROCEEDS						1,200,000								
TOTAL OPERATING RESOURCES	\$15,483,565	\$2,908,299	\$420,000	\$64,000	\$272,236	\$1,200,000	\$1,000	\$0	\$5,040	\$35,120	\$63,100	\$18,000	\$4,000	\$261,500
DEPARTMENT EXPENDITURES														
COMMUNITY DEVELOPMENT	234,485													
RECREATION	290,906													
AQUATIC CENTER	568,992													
PARKS (1)	1,154,207													
LIBRARY (1)	455,034													
ADMINISTRATION	971,858													
HR/RISK MANAGEMENT	238,507													
MAIN ST/COMMUNITY DEV	163,667													
MAINTENANCE	699,893													
FINANCE	773,705													
PURCHASING/WAREHOUSE	236,269													
INFORMATION TECHNOLOGY (1)	647,921													
MUNICIPAL COURT	360,749													
PUBLIC WORKS	419,116													
ANIMAL SHELTER/CONTROL (1)	300,598													
STREETS	1,343,257													
AIRPORT	85,998													
COMMUNICATIONS	1,126,941													
POLICE (1)	3,495,267													
FIRE (1)	1,419,595													
HOTEL/MOTEL			368,000	64,000										
EQUIPMENT					513,750									
STREETS AND DRAINAGE						1,200,000								
EMERGENCY MANAGEMENT							3,000							
POLICE TRAINING								5,500						
CRIMINAL LAW ENFORCEMENT									1,200					
DONATIONS										24,500				
COURTS TECHNOLOGY/SECURITY											50,600			
PARKS SPECIAL REVENUE												109,957		
US 290 PASS THRU FINANCE													5,325,000	
AIRPORT														275,000
BCDC														
BCDC CAPITAL PROJECT														
UTILITY CUSTOMER SERVICE														
PUBLIC UTILITIES														
ELECTRIC														
GAS														
WATER TREATMENT														
WATER CONSTRUCTION														
WASTEWATER CONSTRUCTION														
WASTEWATER TREATMENT														
TRANSFER STATION														
COLLECTION STATION														
RECYCLING CENTER														
COLLECTION														
MEDICAL INSURANCE														
WORKERS' COMPENSATION														
SUBTOTAL DEPARTMENT	14,986,965	0	368,000	64,000	513,750	1,200,000	3,000	5,500	1,200	24,500	50,600	109,957	5,325,000	275,000
OTHER EXPENDITURES														
SOURCE COST														
FRANCHISE TAX														
DEBT SERVICE		2,908,299												
NON-DEPT AND MISC	234,881													
SUBTOTAL OTHER	234,881	2,908,299	0	0	0	0	0	0	0	0	0	0	0	0
TRANSFERS OUT	261,236	0	52,000	0	0	0	0	0	0	0	24,000	0	0	0
TOTAL EXPENDITURES	\$15,483,082	\$2,908,299	\$420,000	\$64,000	\$513,750	\$1,200,000	\$3,000	\$5,500	\$1,200	\$24,500	\$74,600	\$109,957	\$5,325,000	\$275,000
CHANGE IN FUND BALANCE	483	0	0	0	(241,514)	0	(2,000)	(5,500)	3,840	10,620	(11,500)	(91,957)	(5,321,000)	(13,500)
ENDING FUND BALANCE	\$2,991,598	\$164,145	\$115,253	\$1,396	\$5,585	\$0	\$7,286	\$1,987	\$36,230	\$222,100	\$102,461	\$0	\$29,833	\$7,282

(1) Intergovernmental includes inter-local agreements that are budgeted as contra-expenses in departments.

	BCDC	BCDC CAP PROJ	ELECTRIC	GAS	WATER	WASTE- WATER	SANI- TATION	MEDICAL INS	WORKER'S COMP	TOTAL
BEGINNING BALANCE	\$907,579	\$713,104	\$5,393,806	\$960,557	\$1,460,274	\$634,469	\$744,480	\$0	\$221,870	\$20,393,323
REVENUES										
AD VALOREM TAX										5,417,467
SALES TAX	1,265,881									5,063,525
FRANCHISE TAX										3,034,859
OTHER TAX										509,000
LICENSES AND PERMITS										71,975
INTERGOVERNMENTAL (1)										648,607
CHARGES FOR SERVICES			25,689,823	3,427,082	4,719,963	3,684,471	3,434,854	2,228,238	130,566	43,777,130
FINES AND FORFEITURES										761,018
INVESTMENT EARNINGS	2,000	500								68,790
CONTRIBUTIONS AND DONATIONS										36,120
MISCELLANEOUS REVENUE										566,786
TRANSFERS IN			516,362					2,962		4,683,285
DEBT/LEASE PROCEEDS										1,200,000
TOTAL OPERATING RESOURCES	\$1,267,881	\$500	\$26,206,185	\$3,427,082	\$4,719,963	\$3,684,471	\$3,434,854	\$2,231,200	\$130,566	\$65,838,562
DEPARTMENT EXPENDITURES										
COMMUNITY DEVELOPMENT										234,485
RECREATION										290,906
AQUATIC CENTER										568,992
PARKS (1)										1,154,207
LIBRARY (1)										455,034
ADMINISTRATION										971,858
HR/RISK MANAGEMENT										238,507
MAIN ST/COMMUNITY DEV										163,667
MAINTENANCE										699,893
FINANCE										773,705
PURCHASING/WAREHOUSE										236,269
INFORMATION TECHNOLOGY (1)										647,921
MUNICIPAL COURT										360,749
PUBLIC WORKS										419,116
ANIMAL SHELTER/CONTROL (1)										300,598
STREETS										1,343,257
AIRPORT										85,998
COMMUNICATIONS										1,126,941
POLICE (1)										3,495,267
FIRE (1)										1,419,595
HOTEL/MOTEL										432,000
EQUIPMENT										513,750
STREETS AND DRAINAGE										1,200,000
EMERGENCY MANAGEMENT										3,000
POLICE TRAINING										5,500
CRIMINAL LAW ENFORCEMENT										1,200
DONATIONS										24,500
COURTS TECHNOLOGY/SECURITY										50,600
PARKS SPECIAL REVENUE										109,957
US 290 PASS THRU FINANCE										5,325,000
AIRPORT										275,000
BCDC	717,917									717,917
BCDC CAPITAL PROJECT		711,341								711,341
UTILITY CUSTOMER SERVICE			551,768							551,768
PUBLIC UTILITIES			582,222							582,222
ELECTRIC			2,647,313							2,647,313
GAS				785,883						785,883
WATER TREATMENT					1,135,623					1,135,623
WATER CONSTRUCTION					1,389,116					1,389,116
WASTEWATER CONSTRUCTION						968,512				968,512
WASTEWATER TREATMENT						1,120,863				1,120,863
TRANSFER STATION							786,075			786,075
COLLECTION STATION							327,466			327,466
RECYCLING CENTER							168,140			168,140
COLLECTION							1,595,273			1,595,273
MEDICAL INSURANCE								2,231,200		2,231,200
WORKERS' COMPENSATION									116,250	116,250
SUBTOTAL DEPARTMENT	717,917	711,341	3,781,303	785,883	2,524,739	2,089,375	2,876,954	2,231,200	116,250	38,762,434
OTHER EXPENDITURES										
SOURCE COST			19,346,234	2,114,584	265,650					21,726,468
FRANCHISE TAX			1,759,595	238,564	299,726	252,152	55,539			2,605,576
DEBT SERVICE			9,564	2,033	1,085,423	1,131,286	75,318			5,211,923
NON-DEPT AND MISC			42,100		818					277,799
SUBTOTAL OTHER	0	0	21,157,493	2,355,181	1,651,617	1,383,438	130,857	0	0	29,821,766
TRANSFERS OUT	791,217		1,701,563	503,077	488,665	483,560	375,005		2,962	4,683,285
TOTAL EXPENDITURES	\$1,509,135	\$711,341	\$26,640,359	\$3,644,141	\$4,665,021	\$3,956,373	\$3,382,816	\$2,231,200	\$119,212	\$73,267,486
CHANGE IN FUND BALANCE	(241,254)	(710,841)	(434,174)	(217,059)	54,942	(271,902)	51,809	0	11,354	(7,428,924)
ENDING FUND BALANCE	\$666,325	\$2,263	\$4,959,632	\$743,498	\$1,515,216	\$362,567	\$796,289	\$0	\$233,224	\$12,964,399

(1) Intergovernmental includes inter-l



AGENDA FORM

DATE OF MEETING: September 15, 2011	DATE SUBMITTED: September 9, 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 Levying Taxes for the Tax Year 2011 for the City of Brenham at \$0.5432 per \$100 Valuation.		
SUMMARY STATEMENT: See attached memo from Chief Financial Officer on this item.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from CFO, (2) Ordinance		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Ordinance on it's First Reading Levying Taxes for the Tax Year 2011 for the City of Brenham at \$0.5432 per \$100 Valuation.		
APPROVALS: Carolyn D. Miller		



MEMORANDUM

To: Mayor, Council and City Manager
From: Carolyn D. Miller
Subject: 2011 Tax Rate Ordinance
Date: September 9, 2011

The Proposed FY2011-12 Budget includes a tax rate of \$0.5432 per \$100 valuation which is an increase over the current rate of \$0.5042. As you are aware, the tax rate is comprised of two units; the maintenance and operations (M&O) and the interest and sinking (I&S). The proposed tax rate of \$0.5042 will allocate \$0.3420 to the General Fund and, the balance of \$0.2012 to the Debt Service Fund.

The City has complied with all of the notices, publications, and public hearings as required by the Tax Code. The Tax Code does specify that the **motion** to adopt the tax rate be made in the following form:

“I move that property taxes be increased by the adoption of a tax rate of \$0.5432 per \$100 valuation, which is effectively a 7.6% increase in the tax rate.”

COUNCIL MUST TAKE A RECORD VOTE ON THIS ITEM

ORDINANCE NO. _____

AN ORDINANCE LEVYING TAXES FOR THE TAX YEAR 2011 FOR THE CITY OF BRENHAM, TEXAS AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

That there be and is hereby levied an ad valorem tax of \$0.3420 on each one hundred dollars worth of property owned and situated within the City Limits of the City of Brenham, Texas, both real and personal and mixed, for General Fund maintenance and operating purposes for the Tax Year 2011.

SECTION II.

That there be and is hereby levied for the use of the City of Brenham, for the Tax Year 2011, an ad valorem tax of \$0.2012 on each one hundred dollars worth of real, personal and mixed property owned and situated in the City Limits of the City of Brenham, Texas, for the payment of principal and interest on all outstanding bonds and lease payments, not otherwise provided for, of the City of Brenham.

SECTION III.

Wherefore, the combined tax rate in accordance with V.T.C.A. Tax Code Section 26.05 shall be \$0.5432 on each one hundred dollars worth of real, personal, and mixed property of owned and situated within the City Limits of the City of Brenham, Texas.

SECTION IV.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION V.

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading this the 15th day of September, 2011.

PASSED AND ADOPTED on its second reading this the 22nd day of September, 2011.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

Cary Bovey, City Attorney



AGENDA FORM

DATE OF MEETING: September 15, 2011	DATE SUBMITTED: September 8, 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 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 Approving the Annexation of Approximately 124.44 Acres of Land Located South of and Adjacent to the South Boundary Line of the Southwest Industrial Park, Sections I & II and West of and Including a Portion of the Burlington Northern Santa Fe Railroad Right of Way into the City Limits		
SUMMARY STATEMENT: As required by law, the City Council of the City of Brenham held two public hearings – the first one on August 4, 2011 and the second one on August 18, 2011 to receive public comments on the proposed annexation proceedings. The Annexation Ordinance includes the service plan, a metes and bounds description and a map of the area being proposed for annexation.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ordinance; (2) Service plan; (3) Annexation Description (metes and bounds); and (4) Map		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve an ordinance on its first reading approving the annexation of approximately 124.44 acres of land located south of and adjacent to the south boundary line of the Southwest Industrial Park, Sections I & II and west of and including a portion of the Burlington Northern Santa Fe Railroad right of way into the city limits		
APPROVALS: Doug Baker		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS FOR THE PURPOSE OF EXTENDING THE CORPORATE LIMITS OF THE CITY OF BRENHAM, TEXAS; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 124.44 ACRES OF LAND, HEREINAFTER MORE SPECIFICALLY DESCRIBED, TO THE CITY OF BRENHAM, TEXAS FOR ALL MUNICIPAL PURPOSES; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SERVICE PLAN; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL MAP OF THE BOUNDARIES OF THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City of Brenham, Texas is a Texas home-rule municipality; and

WHEREAS, Chapter 43 of the Texas Local Government Code, V.T.C.A., authorizes municipalities to annex territory in accordance with the procedures provided for therein; and

WHEREAS, Article I, Section 3 of the Charter of the City of Brenham authorizes annexation of territory to the City, in accordance with the laws of this State; and

WHEREAS, the hereinafter described property lies within the extraterritorial jurisdiction of the City of Brenham; and

WHEREAS, the area hereinafter described contains fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract, in accordance with Subsection 43.052(h)(1), Texas Local Government Code; and

WHEREAS, notice of the appropriate public hearings was published in a newspaper having

general circulation in the City of Brenham, Texas and the public hearings were conducted and held in accordance with applicable law; and

WHEREAS, the City of Brenham, Texas prepared a service plan for the extension of municipal services into the area to be annexed, said service plan being attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, all notices, publication and hearings have been duly given and held as required by law; and

WHEREAS, institution of annexation proceedings and the presentation and introduction of this Ordinance in such form as it may be finally passed occurred within the periods of time as prescribed by law; Now Therefore,

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

Section 1. That the hereinafter described tract of land is within the extraterritorial jurisdiction of, and is adjacent to and is contiguous to the present corporate limits of the City of Brenham, Texas, be, the same is hereby, annexed to the City of Brenham, Texas for all municipal purposes and the corporate boundaries and limits of the City of Brenham, Texas are hereby extended to embrace the said tract of land, which is more particularly described and attached hereto as Exhibit “B,” and incorporated herein for all purposes.

Section 2. That the inhabitants, if any, of the property hereby annexed to the City of Brenham, Texas shall be entitled to all the rights and privileges of said citizens of the City of Brenham, Texas, and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Brenham, Texas.

Section 3. That the Service Plan which is attached hereto as Exhibit “A” is hereby approved and incorporated herein as part of this Ordinance for all purposes, and is applicable to the areas annexed to the City as described herein.

Section 4. That the official map and boundaries of the City of Brenham, Texas, heretofore adopted and amended be and is hereby amended so as to include the aforementioned area as part of the City of Brenham, Texas.

Section 5. That the City Secretary is hereby directed and authorized to perform or cause to be performed all acts necessary to amend the official map of the City of Brenham, Texas to add the territory hereby annexed as required by law.

Section 6. If any section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City of Brenham, Texas, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and as to this end the provisions of this Ordinance are declared to be severable.

Section 7. That this Ordinance shall become effective upon its passage.

Section 8. That the meeting at which this Ordinance was enacted was open to the public as required by the Texas Open Meetings Act, and that notice of the time, place, and subject matter of the meeting was given as required by the Texas Open Meetings Act.

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

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

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Exhibit "A"

2011 ANNEXATION SERVICE PLAN

SERVICE PLAN FOR 2011 ANNEXATION AREAS

Upon annexation of the area identified on Exhibit "B", the City of Brenham will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. Police Protection

The City of Brenham, Texas and its Police Department will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed area.

2. Fire Protection Services

The City of Brenham, Texas and its Fire Department will provide fire protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed area. The Fire Department will have the responsibility to respond to all dispatched calls and requests for service or assistance within the newly annexed area.

3. Maintenance of Water and Wastewater Facilities

Any and all water or wastewater facilities owned, operated or maintained by the City of Brenham Public Utilities at the time of the annexation shall continue to be maintained by Public Utilities. Any and all water and wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be operated and maintained by the City's Public Utilities Department to the extent of the City's ownership. The now existing water and wastewater mains at existing locations shall be available for the point of use extension based upon the City's standard extension policy now existing or as may be amended. On-site sewage systems may be maintained in accordance with the City Code of Ordinances and other applicable regulations.

4. Solid Waste Collection

The City of Brenham, Texas, or its authorized franchisees, collect solid waste and refuse within the corporate limits of the City. Solid waste collection will be provided to citizens and businesses in the newly annexed area at the same or similar level of service now being provided to other areas of the City with like topography, land use

and density as those found within the newly annexed area. The City may negotiate with annexed areas to allow continued services with an existing solid waste management provider. After the second anniversary of the annexation date, the City will impose solid waste collection fees and provide the service. If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect the garbage provided proper indemnification is received from the community association or individual property owners. The City will then impose solid waste collection fees and provide the service. Solid Waste collection locations shall be subject to the approval of the Sanitation Superintendent. In the event the City does not collect garbage within the area with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

5. Maintenance of Roads and Streets

Any and all public roads, streets or alleyways shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and density as those found within the newly annexed areas. Private roads will remain under private ownership until dedicated to and accepted by the City, and as such shall be maintained by the owner.

6. Maintenance of Parks, Playgrounds, and Swimming Pools

The City of Brenham, Texas is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed area of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under private ownership and as such, shall be maintained by the owner.

7. Maintenance of any Publicly owned Facility, Building or Municipal Service

The City of Brenham, Texas is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the proposed area of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed area.

8. Other Services

The City of Brenham, Texas finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, municipal court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed area.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE SUBSTANTIALLY COMPLETE WITHIN 2 ½ YEARS

The City of Brenham will provide full municipal services in the annexed area no later than 2-1/2 years after the effective date of the annexation unless certain services cannot reasonably be provided within that period. In the event the services cannot be provided within 2-1/2 years, the City will propose a schedule for providing those services, and will include a list of all services to be provided under the plan and a schedule to extend the period for providing certain services. The schedule will provide for the provision of full municipal services no later than 4-1/2 years after the effective date of the annexation.

1. Police and Fire Protection and Solid Waste Collection

The City of Brenham, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed area for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Brenham, Texas with like topography, land use and population density as those found within the newly annexed area.

2. Water and Wastewater Facilities

The Brenham Community Development Corporation awarded a contract for the extension of water and wastewater facilities into the area proposed for annexation on July 11, 2011. The work will be completed in approximately seven months. Upon the completion of the construction of these water and wastewater facilities, they will be dedicated to the City of Brenham and the City of Brenham will assume the responsibility of operating and maintaining them.

3. Roads and Streets

The Brenham Community Development Corporation awarded a contract for the extension of streets and drainage facilities into the area proposed for annexation on July 11, 2011. The work will be completed in approximately seven months. Upon completion of the construction of these street and drainage facilities, they will be dedicated to the City of Brenham and the City of Brenham will assume the responsibility of operating and maintaining them.

4. Maintenance of Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service

The City of Brenham, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed area for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS

The City of Brenham, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the area being considered for annexation that were in existence in the proposed area at the time immediately preceding the annexation process. Given the proposed annexation area's topography, land utilization and population density, the service levels to be provided in the newly annexed area will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS

This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Brenham.

LEVEL OF SERVICE

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The service plan shall not be amended except in accordance with Chapter 43 of the Texas Local Government Code.

EXHIBIT "B"

2011 ANNEXATION DESCRIPTION

Beginning at the southwest corner of Southwest Industrial Park, Section II as recorded in Plat File No. 298A P.R.W.C., said southwest corner also being an interior corner of the existing city limit as established by the annexation of 71.485 acres of land on April 1st, 1980, said beginning point also being in the north line of Industrial Boulevard;

Thence departing from the north line of Industrial Boulevard and proceeding in an easterly direction with the existing city limit line, crossing the Industrial Boulevard right of way, and continuing to an interior corner in a Residue of Brenham Industrial Foundation, Inc. called 2.917 Ac. (410/872 D.R.W.C.), said corner being in the west line of an old county road and being in a west line of the a 52.914 acre tract of land annexed into the City of Brenham on October 28, 1993;

Thence departing from the city limit line described in the 71.485 acre annexation tract and proceeding in a southerly direction with the city limit line as described in the annexation of the 52.914 acre tract of land to a point for corner in the south line of the Ladja Properties, Ltd. 0.425 acre tract (1127/283 O.R.W.C.);

Thence in an easterly direction with the existing city limit line and the south line of the 0.425 acre Ladja Properties, Ltd. tract to a point for corner, said point being the southwest corner of the Industrial Boulevard Subdivision (Plat Cabinet File No. 500B, P.R.W.C.);

Thence in an easterly direction with the south boundary of the Industrial Boulevard Subdivision and the existing city limit line to the southeast corner of the Industrial Boulevard Subdivision;

Thence continuing in an easterly direction with the existing city limit line to a point for corner in the east line of the B.N.S.F. railroad right of way;

Thence in southerly direction with the existing city limit line and the east right of way line of the B.N.S.F. railroad to a point for corner in the survey line separating the Phillip Coe Survey, A-31, Washington County, Texas and the J. Carrington Survey, A-120, Washington County, Texas;

Thence in a southwesterly direction with the existing city limit line, the survey line, and the railroad right of way line to a point for corner;

Thence departing from the existing city limit line and the east line of the railroad right of way and continuing in a southwesterly direction with said survey line to a point for corner in the west right of way line of the B.N.S. F. railroad, said corner being the most easterly corner of Southwest Industrial Park, Section III (Plat Cabinet File No. 605A, P.R.W.C.), said corner also being in the northern boundary of the Milton F. Hueske tract (Called 47.258 acres, 972/451 O.R.W.C.);

Thence continuing in a southwesterly direction with said survey line and the southern boundary of Southwest Industrial Park, Section III and the northern boundary of the Milton F. Hueske tract to a point for corner, said point being the northwest corner of the Milton F. Hueske tract and being a corner in the northeastern boundary of the Carol Lauter Winkler tract (Called 18.779 acres, 1038/907 O.R.W.C.);

Thence departing from the survey line and the northern boundary of the Milton F. Hueske tract and proceeding in a northwesterly direction with the southern boundary line of Southwest Industrial Park, Section III and the northern boundary of the Carol Lauter Winkler tract to the southeast corner of the Darrell Wayne Lauter tract (Called 15.551 acres, 1038/911 O.R.W.C.);

Thence continuing in a northwesterly direction with the southern boundary of Southwest Industrial Park, Section III and the northern boundary of the Darrell Wayne Lauter tract to a point for corner, said corner being the southeast corner of the Eugene Fritz tract (Called 2.250 acres, 529/686 O.R.W.C.);

Thence continuing in a northwesterly direction with the western boundary of Southwest Industrial Park, Section III and the east boundary of the Eugene Fritz 2.250 acre tract to a point for corner, said corner being the southwest corner of the Eugene E. Fritz, et ux tract (Called 1.00 acres, 224/272 O.R.W.C.);

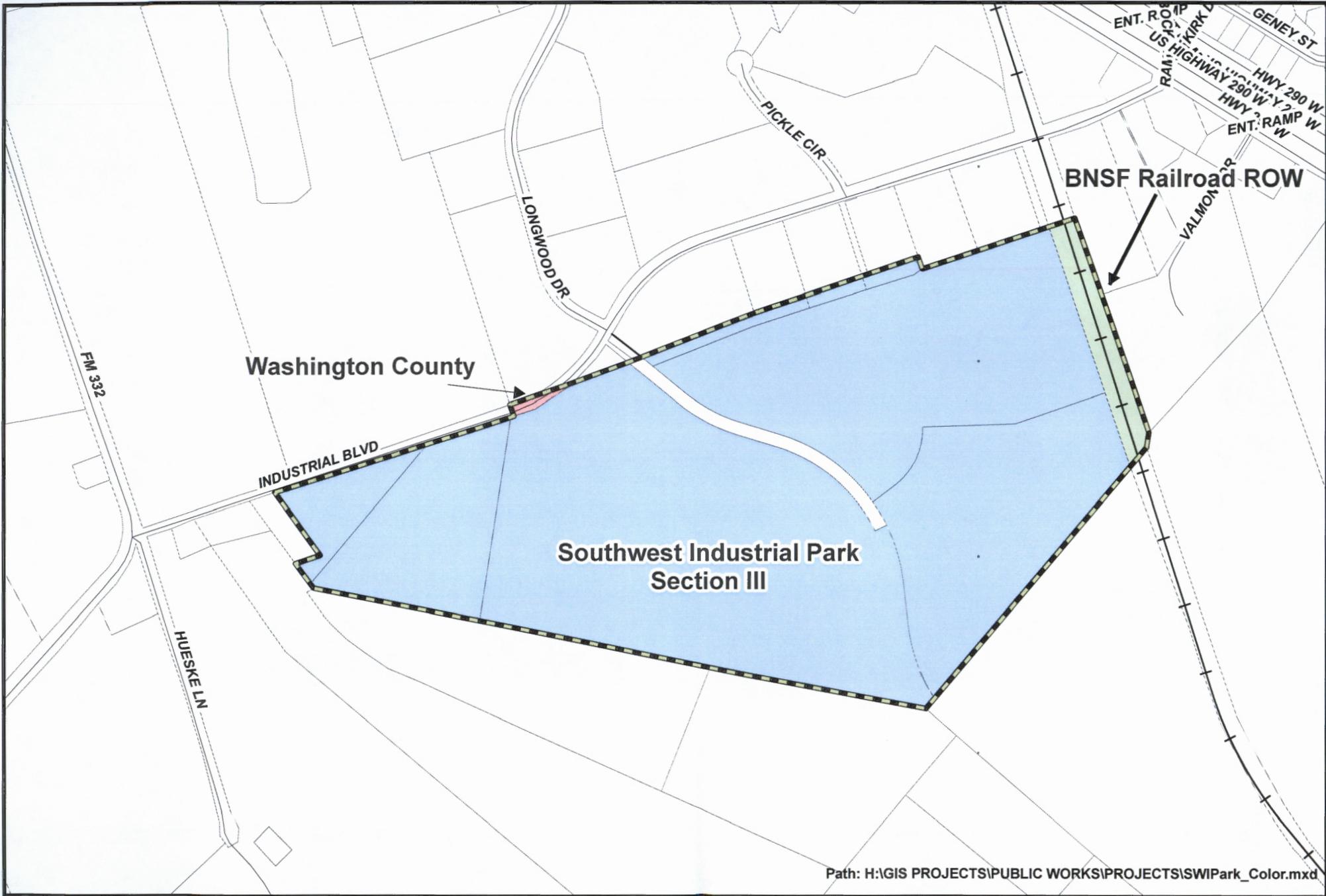
Thence departing from the east line of the Eugene Fritz 2.250 acres tract and proceeding in an easterly direction with the western boundary of Southwest Industrial Park, Section III and the southern boundary of the Eugene E. Fritz, et ux 1.00 acre tract to the southeast corner of the Eugene E. Fritz, et ux 1.00 acres tract;

Thence in a northwesterly direction with the western boundary of Southwest Industrial Park, Section III and the eastern boundary of the Eugene E. Fritz tract to the northeast corner of the Eugene E. Fritz tract, said corner being in the south right of way line of Industrial Boulevard;

Thence in an easterly direction with the northern boundary of Southwest Industrial Park, Section III and the south right of way line of Industrial Boulevard to the northeast corner of 11.57 acre Reserve B, Detention of the Southwest Industrial Park, Section III;

Thence departing from the northern boundary of Southwest Industrial Park, Section III and the south right of way line of Industrial Boulevard and proceeding in a northerly direction across Industrial Boulevard to the Place of Beginning;

Containing approximately 124.44 acres of land.



Path: H:\GIS PROJECTS\PUBLIC WORKS\PROJECTS\SWIPark_Color.mxd

1 inch = 600 feet



Legend

- BNSF Railroad
- Washington County
- Southwest Industrial Park Sec III





AGENDA FORM

DATE OF MEETING: September 15, 2011	DATE SUBMITTED: September 15, 2011	
DEPT. OF ORIGIN: Communications	SUBMITTED BY: Pamela R Ruemke	
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 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-11-011 Approving an Interlocal Agreement with Brazos Valley Council of Governments for E9-1-1 Public Safety Answering Point (PSAP) Services		
SUMMARY STATEMENT: The Contract for 9-1-1 Services between Commission on State Emergency Communications (CSEC) and the Brazos Valley Council of Government (BVCOG) requires the execution of an Interlocal Agreement with the City of Brenham; relating to the planning, development, operation and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to BVCOG. The current agreement was signed in 2009 and is scheduled to be terminated on August 31, 2014. However, the CSEC had some policy changes and is requesting that all agreements expire every two years. Therefore, we are being asked to sign a new agreement for the 2 year time frame. No changes have been made to the agreement other than the time frame. The new interlocal agreement, when signed, will be effective September 1, 2011 and shall terminate on August 31, 2013.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Copy of letter from BVCOG; (2) Resolution No. R-11-011; and (3) copy of Interlocal Agreement between the BVCOG and City of Brenham		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve Resolution No. R-11-011 approving an Interlocal Agreement with Brazos Valley Council of Government for E9-1-1 Public Safety Answering Point Services		
APPROVALS: Kyle Dannhaus		



BRAZOS VALLEY COUNCIL OF GOVERNMENTS

P.O. DRAWER 4128 · BRYAN, TEXAS 77805-4128

August 12, 2011

Honorable Milton Tate, Jr.
Mayor, City of Brenham
PO Box 1059
Brenham TX 77834-1059

Dear Mayor Tate:

Please find enclosed two (2) signed copies of an Interlocal Agreement (ILA) between the Brazos Valley Council of Governments (BVCOG) and City of Brenham for E9-1-1 Public Safety Answering Point (PSAP) Services. **We are requesting that City of Brenham approve the Interlocal Agreement for PSAP services, sign and return one copy to BVCOG for our records.** Please note that the ILA and scope of work has been reviewed and signed by Pamela Ruemke.

The Commission on State Emergency Communications (CSEC) requires that there be an Interlocal agreement between the COG and its local governments providing 9-1-1 and/or database maintenance services. CSEC recommends that this Interlocal Agreement be reissued every two years at the beginning of the biennium. There have been no changes to this agreement but it will replace the Interlocal Agreement signed back in 2009 by both parties.

The City of Brenham conducts E9-1-1 PSAP services that are funded in part by 9-1-1 service fees. Therefore, the BVCOG would like to re-enter into an Interlocal agreement with City of Brenham for these services. Please approve the enclosed agreement at your next regularly scheduled meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Anita J. Pitt".

Anita J. Pitt
9-1-1 Program Manager

Enclosures/Attachments

cc: Pamela Ruemke, Communication Supervisor

RESOLUTION NO. _____

A RESOLUTION APPROVING A REVISED INTERLOCAL AGREEMENT WITH BRAZOS VALLEY COUNCIL OF GOVERNMENTS (BVCOG) FOR PROVIDING 9-1-1 SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

WHEREAS, the Commission on State Emergency Communications (CSEC) requires that there be an Interlocal Agreement between the Council of Governments (COG) and its local governments providing 9-1-1 services for conducting database maintenance and/or 9-1-1 services; and

WHEREAS, on July 23, 2009 the City Council of the City of Brenham approved Resolution No. R-09-017 approving an Interlocal Agreement with Brazos Valley Council of Governments for 9-1-1 Services for a five year period from September 1, 2009 to August 31, 2014; and

WHEREAS, recently the CSEC recommended that these types of Interlocal Agreements be revised at least every two (2) years; and

WHEREAS, Resolution No. R-09-017 is hereby repealed and the revised two year Interlocal Agreement attached hereto as Exhibit "A" replaces the Interlocal Agreement that was approved and executed by both parties in 2009; and

WHEREAS, the City Council of the City of Brenham desires to enter into a two year Interlocal Agreement with the Brazos Valley Council of Governments (BVCOG) for providing 9-1-1 services to promote the health and welfare of the public;

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

The revised Interlocal Agreement between the City of Brenham and the Brazos Valley Council of Governments (BVCOG), attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby approved, and the Mayor is authorized to execute said Interlocal Agreement and any related documents necessary for the full implementation of this Resolution.

PASSED AND APPROVED this the _____ day of September, 2011.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

**INTERLOCAL AGREEMENT BETWEEN THE
BRAZOS VALLEY COUNCIL OF GOVERNMENTS AND
CITY OF BRENHAM
FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES**

Article 1: Parties & Purpose

1.1 The Brazos Valley Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 13 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 City of Brenham (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assists in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Brenham Emergency Communications Department (BECD) PSAP located at 301 N Baylor, Brenham, TX 77834.

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. BVCOG Property Record forms for New or Transfer and Disposal will be used and are attached to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Brazos Valley Council of Governments and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

3.6.10 Comply with all the requirements identified in the Scope of Work (Attachment D).

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase for Local Government the supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Brazos Valley Council of Governments
3991 E. 29th St.
Bryan, TX 77802

The Local Government's address is:

City of Brenham
P O Box 1059
Brenham, TX 77834

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2011 and shall terminate on August 31, 2013.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	BVCOG Property Record – New or Transfer
Attachment C	BVCOG Property Record -- Disposal
Attachment D	Scope of Work
Attachment E	PSAP Operations Performance Measures and Monitoring
Attachment 2	TTY Call Log
Attachment 3	9-1-1 Trouble / Alarm Log
Attachment 4	PSAP Monitoring Checklist
Attachment F	Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Brazos Valley Council of Governments

City of Brenham

By: _____

By: _____

Printed Name: Tom Wilkinson

Printed Name: Milton Tate

Title: Executive Director

Title: City of Brenham Mayor

Date: _____

Date: _____

**Attachment A
Ownership Agreement**

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at the Brenham Emergency Communications Department, in the City of Brenham, to be the property of Brazos Valley Council of Governments, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Equipment inventory list is attached

Brazos Valley Council of Governments

City of Brenham

By: _____

By: _____

Printed Name: Tom Wilkinson

Printed Name: Milton Tate

Title: Executive Director

Title: City of Brenham Mayor

Date: _____

Date: _____



Attachment B

BRAZOS VALLEY COUNCIL OF GOVERNMENTS PROPERTY RECORD

FORM REVISED:
JUNE 2009

NEW	(A) OR	TRANSFER
-----	------------------	----------

(B) FROM Vendor (NEW) or Program transfer	Check Program or fill in *Other below					(F) TO Program Transfer	Check Program or fill in *Other below				
IT	Admin	AAA	RSVP	911		IT	Admin	AAA	RSVP	911	
PSP/BIO	CIHC	SW	HSG	BWWACS		PSP/BIO	CIHC	SW	HSG	BWWACS	
HHS	FIN	BVAHC	WF BOARD	WF CENTER		HHS	FIN	BVAHC	WF BOARD	WF CENTER	
*Other Program:						*Other Program:					
(C) ** Please indicate county **						(G) ** Please indicate county **					
Brazos	Burleson	Grimes	Robertson	Washington		Brazos	Burleson	Grimes	Robertson	Washington	
Leon	Madison	Other County				Leon	Madison	Other County			
(D) NEW VENDOR NAME											
(E) Insured by	BVCOG	OTHER: <i>Please be specific</i>				(H) Insured by	BVCOG	OTHER: <i>Please be specific</i>			
(I) Tag No.	Serial No.	Model No.		Detailed Description ex: desk top, lap top, printer, projector, etc							
(J) Additional information											
(K)						(L)					
Date Released	FROM: Signature: Employee/Other					Date Received	TO: Signature: Employee/Other				
	FROM: Signature: Program Manager						TO: Signature: Program Manager				
Return to: Property Control, Finance Department, P O Box 4128, Bryan, TX 77802											
(M) For Property Control Office Use Only:											
Received:			Entered:			Signature					



Attachment C
BRAZOS VALLEY COUNCIL OF GOVERNMENTS

PROPERTY RECORD

FORM
 REVISED:
 JUNE 2009

DISPOSAL

***** BVCOG inventory tag must accompany the disposal record or noted why it is not available *****

(A) FROM Program		Check Program or fill in *Other below				(C)	Reason for disposal or *Other below
<i>IT</i>	<i>Admin</i>	<i>AAA</i>	<i>RSVP</i>	<i>911</i>		DAMAGED <i>(not cost effective to repair)</i>	
<i>PSP/BIO</i>	<i>CIHC</i>	<i>SW</i>	<i>HSG</i>	<i>BVWACS</i>		STOLEN <i>(Police report must be attached)</i>	
<i>HHS</i>	<i>FIN</i>	<i>BVAHC</i>	<i>WF BOARD</i>	<i>WF CENTER</i>		OTHER - <i>Please be specific</i>	
Other Program:						DONATED <i>Please be specific i.e. to what organization</i>	
(B) ** Please indicate county **					(D) Paste Inventory Tag Here:		
Brazos	Burleson	Grimes	Robertson	Washington			
Leon	Madison	Other County					
(E) Tag Number	Serial Number	Model Number		Detailed Description ex: desk top, lap top, etc			
(F) Additional Information							
(G)						(H)	
FROM Signature: Employee/Other						TO Signature	
Date Released		FROM Signature: Program Manager				Date Received	
						TO Title	
(I) Executive Director signature required					 Signature: _____		
Return to: Property Control, Finance Department, P O Box 4128, Bryan, TX 77802							
(J) For Property Control Office Use Only:							
Received:	Entered:		Signature				

Attachment D Scope of Work

Local Government will:

- Designate a PSAP Communications Supervisor and provide related contact information as a single point of contact for BVCOG.
- Coordinate with BVCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- Monitor the 9-1-1 equipment, report any failures or maintenance issues immediately to the appropriate telephone company, and notify BVCOG if appropriate response is not forthcoming from the company.
- Keep a log of all trouble reports and make copies available to BVCOG at quarterly monitoring visits or upon request.
- Notify BVCOG of any and all major service-affecting issues or issues needing escalation within a service provider's organization.
- Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- Test alternate routing switch(es) once a month.
- Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- Log all TDD/TTY calls, and make copies available to BVCOG and Department of Justice on an as-needed basis.
- Log and document 9-1-1 test calls by typing the word "test" in the notes field of the 9-1-1 software.
- Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- Make no changes to 9-1-1 equipment, software or programs without prior written consent from BVCOG.
- Provide a safe and healthy environment for all 9-1-1 call takers/dispatchers which enhances proper use and maintenance of 9-1-1 equipment.
- Fax printouts to BVCOG of wireless or CLEC test calls and /or any applicable paperwork required by CSEC within 24-hours.
- Not change or modify any configuration, software or hardware provided by BVCOG.
- The PSAP shall notify BVCOG of any service provider changes and/or changes in phone numbers programmed on the 9-1-1 equipment.
- Fax ANI/ALI Discrepancy Reports including wireless information within 24-hours of the initial 9-1-1 call

Brazos Valley Council of Governments

City of Brenham

By: _____

By: _____

Printed Name: Anita J. Pitt

Printed Name: Pamela Ruemke

Title: 9-1-1 Program Manager

Title: Communications Supervisor

Date: _____

Date: _____

Attachment E

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors.

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Certification of TTY/TDD training twice per year
2. TTY/TDD call test logs on a quarterly basis.
3. Trouble Log Report on a quarterly basis – in lieu of report can contact BVCOG to report and log repairs
4. PSAP Monitoring Checklist – on a quarterly basis

See attachments 2, 3 and 4.

Quality Assurance Inspections

RPC personnel will conduct site visits at least 4 per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted at quarterly site visits or as often as necessary.

Inventory

RPC personnel will conduct annual inventory visits at least once per year. PSAP personnel will assist and sign-off on annual inventory or equipment or when 9-1-1 equipment is removed and replaced by vendor.

Attachment F

Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation
2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation
3. Commission Program Policy Statements:
http://www.911.state.tx.us/browse.php/program_policy_statements



AGENDA FORM

DATE OF MEETING: September 15, 2011	DATE SUBMITTED: September 12, 2011	
DEPT. OF ORIGIN: Human Resources/Risk Management	SUBMITTED BY: Janie Mehrens	
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 Renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft and Workers' Compensation Coverage for the City of Brenham for Fiscal Year 2011-12 and Authorize the Mayor to Execute any Necessary Documentation		
SUMMARY STATEMENT: The renewal of all property and liability coverage for FY2012 is presented for council discussion and approval.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: All coverage provided by same vendor; substantial equity return of contributions for last several years.		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo; (2) Schedule of Recommended Coverage; and (3) Coverage Declarations and Summary of Equity Credit		
FUNDING SOURCE (Where Applicable): Sufficient funds have been budgeted in each departmental budget in the FY12 Budget to cover required contributions.		
RECOMMENDED ACTION: Approve the renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft and Workers' Compensation Coverage for the City of Brenham for Fiscal Year 2011-12 and authorize the mayor to execute any necessary documentation		
APPROVALS: Terry Roberts		



TO: MAYOR AND CITY COUNCIL

FROM: JANE MEHRENS

DATE: SEPTEMBER 12, 2011

SUBJECT: RENEWAL OF PROPERTY AND LIABILITY COVERAGE WITH
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

I am pleased to present the renewal of various property and liability coverages with Texas Municipal League Intergovernmental Risk Pool for FY 2012. This is one of the few renewals received which has had a significant decrease in cost while maintaining the same limits of liability and deductibles.

Because of reductions in rates for 2011-12 and improved experience which resulted in a more favorable experience modifier, the City of Brenham's contribution for property and liability coverage will decrease by an estimated \$35,687 for FY12.

Workers' Compensation rates for paid police officers were reduced by 8% and for paid fire fighters by 3%. Overall liability rates were reduced by 2.1% for the first \$1 million in coverage and aviation rates were reduced by 10%. Property rates were not reduced and the Board has deferred a decision on an equity return until after September 30, 2011.

The Pool's strong financial position and positive loss experience allowed it to declare an \$8 million equity return well in advance of FY11 year-end results. The City of Brenham will receive an equity return of \$21,194 which will be received as a contribution credit on the first billing instead of receiving a separate refund check later in the year.

In addition pool members who pay the contribution annually will receive a 3% discount.

City of Brenham
Texas Municipal Intergovernmental Risk Pool Renewal
FY 2012 Liability/Property/Workers' Compensation Contributions
Limits/Deductibles

	2011-12 Limits	2011-12 Deductible	2010/2011 Contribution	2011-2012 Contribution	Difference
General Liability	\$5M/\$10M	\$ 2,500	\$ 30,449	\$ 22,022	\$ (8,427)
Law Enforcement Liability	\$5M/\$10M	\$ 2,500	\$ 28,156	\$ 25,024	\$ (3,132)
Errors & Omissions Liability	\$5M/\$10M	\$ 2,500	\$ 50,475	\$ 40,848	\$ (9,627)
Automobile Liability	\$ 5,000,000	\$ -	\$ 28,526	\$ 24,588	\$ (3,938)
Automobile Physical Damage	ACV	\$ 500	\$ 34,682	\$ 35,283	\$ 601
Aviation Liability	\$ 5,000,000	\$ -	\$ 3,690	\$ 3,321	\$ (369)
Real & Personal Property	\$ 54,906,450	\$ 2,500	\$ 54,996	\$ 54,669	\$ (327)
Mobile Equipment	\$ 3,938,790	\$ 1,000	\$ 15,047	\$ 15,137	\$ 90
Boiler & Machinery	\$ 100,000	\$ 5,000	Included		
Crime -Public Employee Dishonesty	\$ 50,000	\$ 1,000	\$ 1,617	\$ 1,649	\$ 32
Crime - Forgery & Alteration	\$ 250,000	\$ 1,000	\$ 369	\$ 373	\$ 4
Crime - Computer Fraud	\$ 1,000,000	\$ 10,000	\$ 334	\$ 337	\$ 3
Animal Mortality and Theft (Canine Unit)*	\$12,000/\$5,000 Med	\$ 0/\$50	\$ 1,150	\$ 1,150	\$ -
Workers' Compensation	Statutory	None	\$ 119,054	\$ 108,457	\$ (10,597)
Total			\$ 368,545	# \$ 332,858	\$ (35,687)

Equity Return on FY 11 Contributions	\$ (21,194)	\$ (21,194)
3% Early Pay Discount	\$ (9,986)	\$ (9,986)
Total Estimated FY12 Contribution	\$ 301,678	\$ (66,867)

Entity Name Brenham
 Entity ID 2777
 Contract Type / ID . . LIAB / 10 10-01-11 to 10-01-12

LIABILITY DECLARATIONS OF COVERAGE

GENERAL LIABILITY

Limits of Liability : \$ 5,000,000 Each Occurrence
 Sudden Events
 Involving Pollution : \$ 2,000,000 Each Occurrence
 : \$ 10,000,000 Annual Aggregate
 Deductible : \$ 2,500 Each Occurrence
 Annual Contribution : \$ 22,022 Effective : 10-01-11
 Billable Contribution : \$ 22,022 Anniversary: 10-01-12

LAW ENFORCEMENT LIABILITY

Limits of Liability : \$ 5,000,000 Each Occurrence
 : \$ 10,000,000 Annual Aggregate
 Deductible : \$ 2,500 Each Occurrence
 Annual Contribution : \$ 25,024 Effective : 10-01-11
 Billable Contribution : \$ 25,024 Anniversary: 10-01-12

ERRORS & OMISSIONS LIABILITY

Limits of Liability : \$ 5,000,000 Each Wrongful Act
 : \$ 10,000,000 Annual Aggregate
 Deductible : \$ 2,500 Deductible Each Wrongful Act
 Annual Contribution : \$ 40,848 Effective : 10-01-11
 Billable Contribution : \$ 40,848 Anniversary: 10-01-12
 Retroactive Date: 10-01-98

TOTAL CONTRIBUTION

Total Billable Contribution : \$ 87,894 Contract Effective : 10-01-11
 Contract Anniversary: 10-01-12

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

AMATTRE Texas Municipal League Intergovernmental Risk Pool L201
 9-09-11 16:18:43 3-11-04

Entity Name Brenham
 Entity ID 2777
 Contract Type / ID . . LIAB / 10 10-01-11 to 10-01-12

AUTOMOBILE DECLARATIONS OF COVERAGE

AUTOMOBILE LIABILITY

Limit of Liability	: \$	5,000,000	Each Occurrence
Medical Payments Limit	: \$	25,000	Each Person
Deductible	: \$	0	Each Occurrence
Annual Contribution	: \$	24,588	Effective : 10-01-11
Billable Contribution	: \$	24,588	Anniversary: 10-01-12

AUTOMOBILE PHYSICAL DAMAGE

Limit of Coverage	: Per Schedule and Endorsements
Deductibles	: \$ 500 Each Vehicle
	: \$ 10,000 *Each Occurrence
Annual Contribution	: \$ 35,283 Effective : 10-01-11
Billable Contribution	: \$ 35,283 Anniversary: 10-01-12

AUTOMOBILE CATASTROPHE

* * * * Coverage Not Selected * * * *

TOTAL CONTRIBUTION

Total Billable Contribution	: \$ 59,871	Contract Effective: 10-01-11
		Contract Anniversary: 10-01-12

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

* Automobile Physical Damage Each Occurrence Deductible does not apply to hail.

PROPERTY DECLARATIONS OF COVERAGE

2011-2012 Fund Year



Member: Brenham

Member ID: 2777

- Coverages Elected:**
- | | |
|--|--|
| <input checked="" type="checkbox"/> Real and Personal Property | <input checked="" type="checkbox"/> Crime |
| <input checked="" type="checkbox"/> Boiler and Machinery | <input checked="" type="checkbox"/> Animal Mortality |
| <input checked="" type="checkbox"/> Mobile Equipment | |

<i>Real and Personal Property</i>		Effective Date: 10/01/11	Anniversary Date: 10/01/12
Limit:	\$54,906,450	Deductible:	\$2,500
Coverage Basis:	Special Form	Flood and Earthquake	
Valuation Basis:	Replacement Cost	Deductible:	\$25,000
Transit Limit:	\$1,000,000		
Coverage Extensions:	As Scheduled		
Fine Arts:	Not Included		
Flood and Earthquake:	Included	Annual Contribution:	\$54,669
		Pro Rata Due:	\$54,669

<i>Boiler and Machinery</i>		Effective Date: 10/01/11	Anniversary Date: 10/01/12
Per Accident Limit:	\$100,000	Deductible:	\$5,000
Valuation Basis:	Replacement Cost	Annual Contribution:	Included
		Pro Rata Due:	Included

<i>Mobile Equipment</i>		Effective Date: 10/01/11	Anniversary Date: 10/01/12
Limit:	\$3,938,790	Deductible:	\$1,000
Reporting Basis:	Scheduled		
Valuation Basis:	Replacement Cost	Annual Contribution:	\$15,137
		Pro Rata Due:	\$15,137

PROPERTY DECLARATIONS OF COVERAGE
2011-2012 Fund Year



Member: Brenham
 Member ID: 2777

Crime

Public Employee Dishonesty

Effective Date: 10/01/11

Anniversary Date: 10/01/12

Limit:	\$50,000	Deductible:	\$1,000
Coverage Basis:	Per Employee	Annual Contribution:	\$1,649
		Pro Rata Due:	\$1,649

Forgery or Alteration

Effective Date: 10/01/11

Anniversary Date: 10/01/12

Limit:	\$250,000	Deductible:	\$1,000
Coverage Basis:	Per Occurrence	Annual Contribution:	\$373
		Pro Rata Due:	\$373

Computer Fraud

Effective Date: 10/01/11

Anniversary Date: 10/01/12

Limit:	\$1,000,000	Deductible:	\$10,000
Coverage Basis:	Per Occurrence	Annual Contribution:	\$337
		Pro Rata Due:	\$337

Animal Mortality and Theft

Effective Date: 10/01/11

Anniversary Date: 10/01/12

Animal Mortality and Theft

Limit:	As Scheduled	Deductible:	\$0
		Annual Contribution:	\$1,150
Optional Coverages:		Pro Rata Due:	\$1,150

Loss of Use	As Scheduled
Canine Veterinary Fee	As Scheduled
Surgical	As Scheduled

Total All Elected Property Coverages:

Annual Contribution:	\$73,315
Pro Rata Due:	\$73,315

Coverage is continuous until cancelled. Annual contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

Workers' Compensation Declarations Page 2011-2012 Fund Year

Member Name: Brenham
Member ID: 2777
Fed ID No: 746000404
Effective Date: 10/01/2011
Anniversary Date: 10/01/2012



Workers' Compensation Coverage: This agreement applies to the Workers' Compensation laws of the State of Texas.

Coverage will be provided in accordance with the signed Workers' Compensation Interlocal Agreement on file with the Texas Municipal League Intergovernmental Risk Pool.

This contract includes these forms and schedules:

- W102-Workers' Compensation Payroll Schedule
- W133-Volunteer Endorsement to Interlocal Agreement
- E107-Waiver of Subrogation

The contribution has been determined according to the Pool's manual of rules, classifications, rates and rating plans. Classifications and payrolls are subject to verification and change at audit.

Net Estimated Contribution: 108,457

LIABILITY - SUMMARY OF EQUITY CREDIT

Member: Brenham
Member ID: 2777
Coverage Period: 10/1/2011 to 10/1/2012



Summary of Equity Credit

The Total Annual Contribution shown on your Declarations of Coverage has been reduced by the amount of your entity's 2010-2011 Members' Equity Return shown below. You will be billed for the "Remaining Amount Due".

<u>Coverage</u>	<u>Annual Contribution</u>
General Liability	\$ 22,022
Law Enforcement Liability	\$ 25,024
Errors & Omissions Liability	\$ 40,848
Automobile Liability	\$ 24,588
Aviation Liability	\$ 3,321
Total Annual Contribution	\$ 115,803
Member's Equity Return applied to Contribution	<u>(21,194)</u>
Remaining Amount Due	<u><u>\$ 94,609</u></u>



AGENDA FORM

DATE OF MEETING: September 15, 2011	DATE SUBMITTED: September 8, 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 Ground Space Lease Agreement with Grant Meschewitz at the Brenham Municipal Airport and Authorize the Mayor to Execute any Necessary Documentation		
SUMMARY STATEMENT: Grant Meschewitz wants to construct a 70x70 hangar (4,900 sf) at the airport. I have attached our standard ground space lease agreement (.08 cents per square foot) for your consideration. With the standard 10 feet on each side and his front apron area, the lease space will be 9,900 square feet.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ground space lease agreement		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve the ground space lease agreement with Grant Meschewitz at the Brenham Municipal Airport		
APPROVALS: Doug Baker		

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH GRANT MESCHEWITZ

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and GRANT MESCHEWITZ, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing September 15, 2011 and terminating September 15, 2041. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 9,900 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. On the fifth anniversary and each fifth anniversary thereafter, the rent shall adjust to the prevailing rate at that time, not to exceed an increase of two (\$.02) cents per square foot.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not

interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport

4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section D of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. Sales of alcoholic beverages at the leased premises, except with City approval.
4. Sales, advertisement or storage of non-aviation products.
5. Storage, transfer, or sale of fuel.
6. Any sublease which allows further sublease by Lessee's tenant
7. Any use prohibited by law.

G. MANDATORY CONSTRUCTION.

Lessee agrees to commence construction of the improvements described within this section within 150 days of starting date of this lease. Generally, such improvements shall include a hangar having 4,900 square feet of space. Lessee agrees to complete all improvements within 365 days of the above date, except that a longer period of time may be granted by the City of Brenham upon a showing by the Lessee that progress has been delayed because of reasons beyond the control of Lessee. If Lessee fails to commence construction within 150 days of the date above stated or if Lessee fails to complete construction within 365 days of the date stated or within such additional period of time as granted by the City of Brenham, this lease shall become voidable at the City's option.

Lessee understands that all development shall conform to Airport Master Plan Guidelines and other Airport Rules and Regulations as approved by City Council. A site plan of Lessee's area is attached as Exhibit "A". Intentional failure to conform development to approved plans and as scheduled shall be cause for termination of this Lease upon failure to conform within thirty (30) days of City's notice to Lessee of its failure to conform.

Title to all improvements constructed or installed by Lessee on the leased premises shall throughout the term of this Lease remain in Lessee. However, upon expiration or termination of this Lease, Lessee shall have no further right or interest in the improvements, except as provided in Article I, Section H.

H. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

I. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

J. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

K. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment and improvements; and shall repaint the buildings as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may

be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive nuisances, if any, which may occur as a result of Lessee's operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport, and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF

BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.

5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.

6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.

7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of September, 2011.

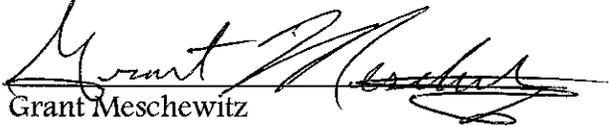
CITY OF BRENHAM (LESSOR)

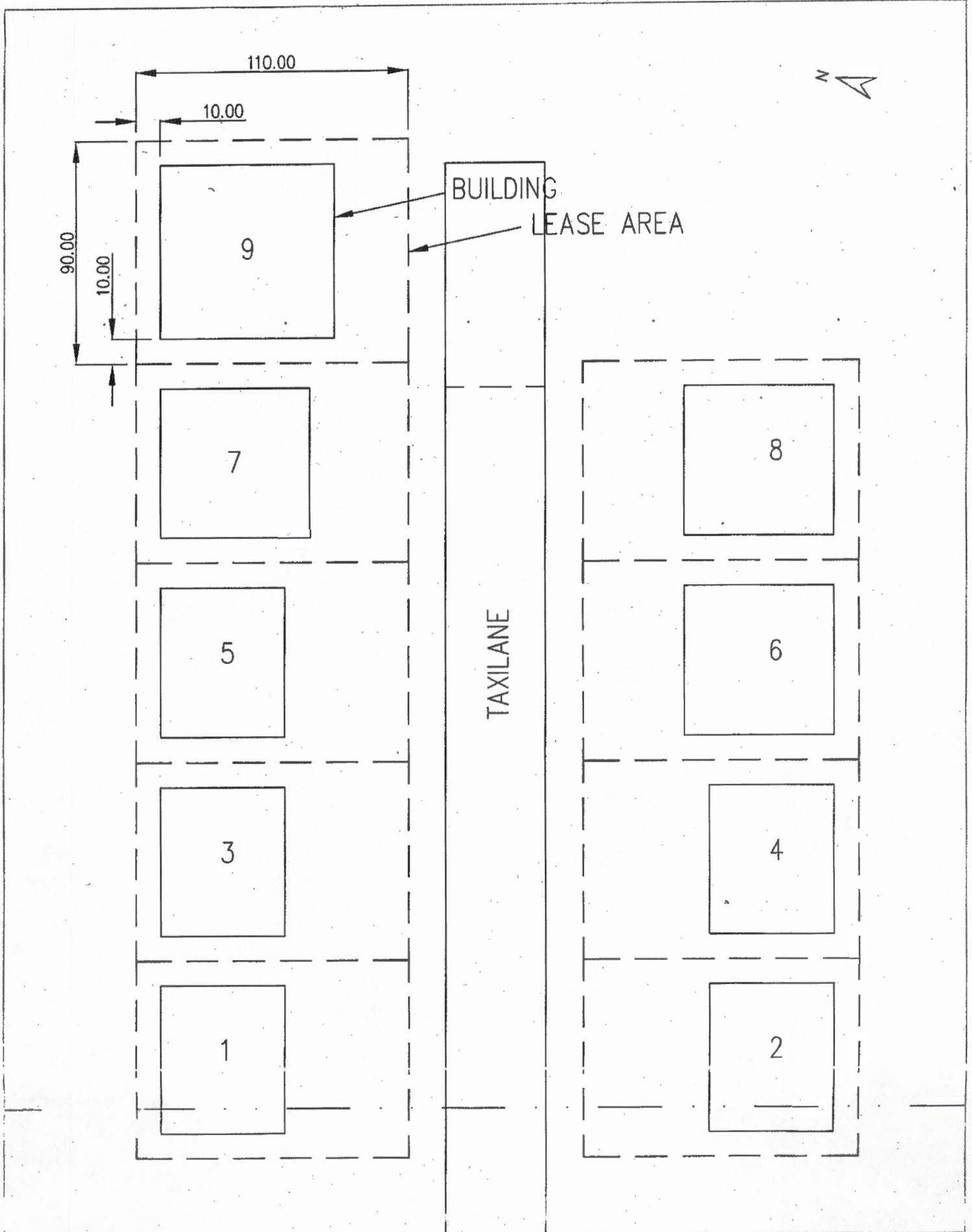
Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

GRANT MESCHEWITZ (LESSEE)


Grant Meschewitz
5450 FM 389
Brenham, Texas 77833
(979) 421-3054





AGENDA FORM

DATE OF MEETING: September 15, 2011		DATE SUBMITTED: September 9, 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-11-012 Approving a Grant Agreement for the Acquisition of Additional Land for the Runway Protection Zone (RPZ) at the Brenham Municipal Airport			
SUMMARY STATEMENT: Back in 2009, TxDOT identified an area of land south of the airport that is in the Runway Protection Zone (RPZ) that the City needs to acquire. On July 3, 2009, we submitted a letter of interest to TxDOT for funding (90/10) for the acquisition of this additional property for the Runway Protection Zone. The request was approved by TxDOT at an estimated cost of \$275,000 with the City of Brenham's share being \$27,500.			
TxDOT would like to include this project in their FY 2012 Capital Improvement Program (CIP). The following paperwork is necessary to get this project included on the next transportation commission agenda for approval of the project.			
<ol style="list-style-type: none"> 1. A resolution authorizing the Mayor or his designee to sign the necessary documents for the implementation of these improvements to the Brenham Municipal Airport. This authorization would include the following forms that have to be submitted as soon as City Council approval is obtained, as well as the participation agreement with TxDOT that will be prepared after the project receives approval from the Transportation Commission, and any other documents relating to this project. 2. Designation of Sponsor's Authorized Representative. 3. Certification of Project Funds. This forms assures TxDOT that the funds will be available and when, should the Commission approve funding for this project. 4. Attorney's Certification of Airport Property Interests. This is a form that has to be signed by the City Attorney certifying any and all property acquisitions for the airport since July 2000. 5. Copy of our most recent audited financial statement. 			
Once the Transportation Commission grants approval of the project, a Grant agreement will be sent to the City of Brenham for execution then TxDOT will begin the acquisition process.			

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Project Implementation Meeting Information; (2) Resolution No. R-11-012; (3) Designation of Sponsor's Authorized Representative Form; (4) Certification of Project Funds form; and (5) Attorney's Certificate of Property Interest

FUNDING SOURCE (Where Applicable): Budgeted funds

RECOMMENDED ACTION: Approve Resolution No. R-11-012 Approving a Grant Agreement for the acquisition of additional land for the Runway Protection Zone (RPZ) at the Brenham Municipal Airport

APPROVALS: Doug Baker

FEDERAL

CFDA: 20.106

City of Brenham
Brenham Municipal Airport
1217BRENM

PROJECT IMPLEMENTATION MEETING

SPONSOR'S SHARE OF PROJECT FUNDS

Total project costs currently estimated to be \$275,000.

Total sponsor share estimated to be \$27,500.

GRANT INFORMATION

A grant for land will be offered, 10% of estimated costs \$27,500. We will bill for surveying and appraisal at the time we sent the grant out. We will then bill for the rest based on appraisals.

Total estimated costs \$275,000

Note: Sponsor will be billed 30 days in advance. Sponsor should have the above figures budgeted and encumbered by these dates. Sponsor will be apprised of all changes.

**Forms needed prior to submission for Texas Transportation Commission Approval due
September 21, 2011:**

Resolution (Sample enclosed)

Resolution should include the property acquisition of the project. This resolution will be used for your total project.

Estimated Sponsor Share at this time is \$27,500 for total project cost.

Designation of Sponsor's Authorized Representative (form enclosed)

This is the person who will receive the agreement and all correspondence regarding this project.

Certification of Project Funds (form enclosed)

This certifies that funds will be available and when they will be available.

Attorney's Certificate of Property Interest and Exhibit A map.

This certificate shows the sponsor holds title or has controlling interest to the airport property.

Copy of your most recent audited financial statement

TxDOT Aviation Division Public Hearing on October 20, 2011

Opportunity for sponsor and public comments on financial assistance grants.

Transportation Commission Approval requested on November 17, 2011

FEDERAL FUNDS AVAILABILITY

Federal fiscal year begins October 1, 2011 (FY2012). Federal funds are not available to be granted until after this date.

APPA (Airport Project Participation Agreement) OVERVIEW

Part I - ID of Project

Describes participants and project description.

Part II - Offer of Financial Assistance

Provides 90% federal and 10% local funding.

Part III - Sponsor Responsibilities

Statutorily driven for state/federal compliance

SPECIFIC GRANT CONDITIONS (Part III):

(Required by Statute & Administrative Code)

- * Sponsor will comply with the attachments (Certification of Airport Fund, and Airport Assurances required by the FAA.)
- * Sponsor will comply with applicable rules & regs
- * Facility shall be controlled for at least 20 years
- * Facility shall be operated in a safe manner
- * Public access without unjust discrimination shall be provided
- * No exclusive rights will be granted
- * **No Through – the- fence operations -It will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.**
- * All necessary land shall be acquired
- * When requested, statements of airport revenues & expenses shall be submitted. yearly audited financial statements should be submitted.
- * Sponsor shall operate such lighting at least at low intensity from sunset to sunrise
- * All fees collected shall be used for airport development & improvement
- * An airport fund shall be established for revenues collected and all expenditures from the airport fund shall be for airport purposes
- * any revenue from mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations
- * All development shall be consistent with approved ALP
- * Comprehensive zoning regulations shall be adopted
- * Recovery of funds spent fraudulently
- * No steel or manufactured products produced outside U.S. permitted
- * Sponsor must provide for continuous operation and maintenance of any

navigational aid funded under the AIP during the useful life of the project

NOTE: Special Condition - Must have acceptable maintenance program either through the TxDOT sponsored RAMP or local maintenance program to be eligible for Capital Improvement Program grants.

Part IV - Nomination of Agent

TxDOT will act as full agent to insure compliance
Active involvement of sponsor encouraged

CERTIFICATIONS REQUIRED IN AGREEMENT:

Certification of Airport Fund
Certification of Drug-Free Workplace (federal only)

SCHEDULE SUMMARY for Federal funded projects	DATE DUE
Resolution and other forms must be submitted to Aviation Division	September 21, 2011
Public Hearing	October 202011
Texas Transportation Commission Approval of Project	November 17, 2011
APPA sent to Sponsor for acceptance dependent upon federal funds	December
APPA returned to Aviation Division as soon as possible but not later than 30 days from date of receipt.	Jan 2012

AVIATION CONTACTS

Call 1-800-68-PILOT (687-4568) Aviation Division Staff
Becky Vick, Grant Manager 512-416-4508; Becky.Vick@TXDOT.GOV
Scott Bryan, Property Acquisition 512-416-4538, Scott.Bryan@Txdot.gov

RESOLUTION NO. R-11-012

WHEREAS, the City of Brenham intends to make certain improvements to the Brenham Municipal Airport; and

WHEREAS, the general description of the project is described as: acquisition of additional land necessary for the Runway Protection Zone (RPZ); and

WHEREAS, the City of Brenham intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project costs are estimated to be \$275,000, and the City of Brenham will be responsible for 10% of the total project costs currently estimated to be \$27,500: and

WHEREAS, the City of Brenham names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements;

NOW, THEREFORE, BE IT RESOLVED, that the City of Brenham hereby directs MILTON Y. TATE, JR., Mayor, to execute on behalf of the City of Brenham, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the BRENHAM MUNICIPAL AIRPORT.

PASSED AND APPROVED this the ____ day of September, 2011.

Milton Y. Tate, Jr.
City of Brenham, Texas

ATTEST:

Jeana Bellinger, TRMC
City Secretary

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, Milton Y. Tate, Jr., Mayor,
(Name) (Title)

with the City of Brenham designates Kim Hodde, Administrative Assistant
(Name, Title)

as the City of Brenham authorized representative for the 1217BRENM project, who shall have the authority to make approvals and disapprovals as required on behalf of the City of Brenham.

City of Brenham, Texas
(Sponsor)

By: _____
Milton Y. Tate, Jr.

Title: Mayor

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: P.O. Box 1059
Brenham, Texas 77834-1059

*Physical/Overnight Address: _____

200 W. Vulcan Street, Brenham, Tx 77833

Telephone Number: (979) 337-7212

Fax Number: (979) 337-7218

E-mail Address: khodde@ci.brenham.tx.us

* ALL GRANT AGREEMENTS ARE SENT BY OVERNIGHT MAIL

CERTIFICATION OF PROJECT FUNDS

I, Carolyn D. Miller, Chief Financial Officer,
(Name) (Title)

do certify that sufficient funds to meet the City of Brenham's share of project costs as identified for the project and will be available in accordance with the schedule shown below:

SPONSOR FUNDS

<u>Source</u>	<u>Amount</u>	<u>Date Available</u>
<u>Budgeted funds</u>	<u>\$27,500</u>	<u>October 1, 2011</u>
_____	_____	_____
_____	_____	_____

City of Brenham, Texas
(Sponsor)

By: _____
Carolyn D. Miller

Title: Chief Financial Officer

Date: _____

ATTORNEY’S CERTIFICATE OF AIRPORT PROPERTY INTERESTS

Re: Those certain tracts of land, including servient interests, described as:

BRENHAM MUNICIPAL AIRPORT

And also described in the Exhibit “A” property map, dated June 2007 and update in 2010, by O’Malley Engineers attached hereto and made a part hereof for all purposes (hereinafter referred to as the Airport).

I, CARY L. BOVEY, being currently licensed to practice law in the State of Texas, and being the Attorney acting for the City of Brenham (hereinafter referred to as “Sponsor”) do certify that as of September 1, 2011, Sponsor holds fee simple title and other good and sufficient title to the tracts, such as to qualify Sponsor and Airport under that proposed Texas Department of Transportation Airport Project Participation Agreement now contemplated between Sponsor and the Texas Department of Transportation, a copy of said Agreement having been made available to me prior to execution of these presents.

I further certify that Attachment B to these presents which is made a part hereof for all purposes, as of September 1, 2011, contains a list of all documents, including, but not limited to, deeds, avigation easements, clearance easements, utility easements, or abstracts examined by me in connection herewith; and, furthermore, that said Attachment “B” contains a listing of any interests or matters which would adversely affect the use of said airport, as contemplated by said Agreement, as an airport, such adverse interests including, but not limited to, and easements on said tracts.

In witness hereof, I affix my signature this _____ day of September, 2011.

Complete with the following:

Attachment A (Property Map)
Attachment B

Attorney at Law
TBN#
Cary L. Bovey
Law Office of Cary L. Bovey, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, Texas 78664
Ph# (512) 904-9441
Fax# (512) 904-9445
For the City of Brenham

Attachment B – a list containing all deeds and easements associated with the airport property.

Brenham Municipal Airport Attachment B

1. Easement from Keith and Jeannie Kroll to the City of Brenham containing 0.603 acres, dated 5-19-09 recorded in Volume 1309, Page 945 of the Official Records of Washington County, Texas (O.R.W.C.)
2. Easement from Jeffrey Aubihl, et ux to the City of Brenham containing 0.3177 acres, dated February 1, 2010, recorded in Volume 1332, Page 337 of the Official Records of Washington County, Texas (O.R. W.C.)
3. Warranty Deed from Jeffery Aubihl, et ux to the City of Brenham, containing 0.0313 acres, dated February 1, 2010, recorded in Volume 1332, Page 330 of the Official Records of Washington County, Texas (O.R.W.C.)
4. Warranty Deed from Edgar C. Griffin, et al to the City of Brenham, containing 3.599 acres, dated May 15, 2009, recorded in Volume 1309, Page 938 of the Official Records of Washington County, Texas (O.R.W.C.)
5. Warranty Deed from Los Acres Del Sol, Inc. to the City of Brenham, containing 34.896 acres, dated September 14, 2009, recorded in Volume 1321, Page 549 of the Official Records of Washington County, Texas (O.R.W.C.)
6. Warranty Deed from Gladys Rosenbaum, et ux to the City of Brenham, containing 5.902 acres, dated May 14, 2009, recorded in Volume 1309, Page 513 of the Official Records of Washington County, Texas (O.R.W.C.)

