



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY OCTOBER 18, 2012 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Pro Tem Gloria Nix**
- 3. Special Recognition**
 - **Recognition of the Downtown Master Plan’s Project Planning Award**
- 4. Proclamation**
 - **Domestic Violence Awareness Month** **Page 1**
- 5. Citizens Comments**

CONSENT AGENDA

6. 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.

- 6-a. Minutes from the September 17, 2012 Special Council Meeting** **Page 2-5**

WORK SESSION

- 7. Presentation of the Fourth Quarter Report by the Washington County Convention and Visitors Bureau** **Page 6-7**

REGULAR AGENDA

8. **Discuss and Possibly Act Upon Resolution R-12-016 of the City Council of the City of Brenham, Texas, Authorizing the Giving of Notice of Intention to Issue City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012; and Declaring an Effective Date** **Page 8-12**
9. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Establishing a No Parking Zone on the North Side of W. Alamo, Beginning at the West Line of the BNSF Railroad and Extending Westward Approximately 460 Feet** **Page 13-21**
10. **Discuss and Possibly Act Upon the Award of a Contract for Construction Services for the 2012 Collector Street HMAC Overlay Project and Authorize the Mayor to Execute any Necessary Documentation** **Page 22-29**
11. **Discuss and Possibly Act Upon the Renewal of the Contract with the Texas Department of Public Safety for the Omni Base Program in the City of Brenham's Municipal Court and Authorize the Mayor to Execute any Necessary Documentation** **Page 30-38**
12. **Discuss and Possibly Act Upon Bid No. 13-001 for Annual Concrete Work for the City of Brenham's Street Department and Authorize the Mayor to Execute any Necessary Documentation** **Page 39-44**
13. **Discuss and Possibly Act Upon the Reassignment of a Ground Space Lease Agreement at the Brenham Municipal Airport and Authorize the Mayor to Execute any Necessary Documentation** **Page 45-56**
14. **Discuss and Possibly Act Upon Resolution R-12-017 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2012 Christmas Stroll to be Held on Friday, November 30, 2012** **Page 57-67**
15. **Discuss and Possibly Act Upon a Recommendation from the Parks Advisory Board to Amend the Parks Master Plan to Reprioritize the Need for a Splash Pad in the Blue Bell Aquatic Center** **Page 68**
16. **Discuss and Possibly Act Upon Resolution R-12-018 Authorizing the Submission of Supplemental Grant Documents Related to a Texas Parks and Wildlife Grant Application for Additional Water Features, Decking and Associated Improvements and Furnishings at the Blue Bell Aquatics Center** **Page 69-70**

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.

17. 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 October 18, 2012 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 October 15, 2012 at 12:20 PM.

Jennifer Salsgiver
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 _____, 2012 at _____ AM PM.

Signature

Title

PROCLAMATION

WHEREAS, Domestic violence is a crime that affects all aspects of a community with far reaching consequences for the primary victims – women and children; and

WHEREAS, Domestic violence is particularly devastating because it so often occurs in the privacy of the home which is meant to be a place of shelter and security; and

WHEREAS, Thousands of women and children in Texas are victims of domestic violence offenses, which violate their basic human rights to live with respect, dignity, and freedom from fear and violence; and

WHEREAS, We are committed to ending domestic violence in our state through public education and services by helping victims find empowerment to help them succeed in their goals; and

WHEREAS, We should move forward with all citizens, government officials, law enforcement agencies, health professionals, social service providers, educators, clergy and community leaders to end domestic violence that threatens so many.

Our efforts to help victims of domestic violence will always be one of our most important tasks. Through teamwork and cooperation, we will continue to provide needed services to the victims and survivors of domestic violence.

NOW, THEREFORE, Milton Tate, Mayor of Brenham, Texas, do Hereby Proclaim the month of October as

DOMESTIC VIOLENCE AWARENESS MONTH

And do urge all citizens to become aware of the tragedy and work together to eliminate domestic abuse.

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 special meeting of the Brenham City Council was held on September 17, 2012 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Pro Tem Gloria Nix
Councilmember Mary E. Barnes-Tilley
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Weldon Williams, Jr.

Members absent:

Mayor Milton Y. Tate, Jr.

Others present:

City Manager Terry Roberts, City Secretary Jeana Bellinger, Fire Chief Ricky Boeker, Chief Financial Officer Carolyn Miller, Debbie Gaffey, Assistant Public Utilities Director Dane Rau, Public Works Director Doug Baker, and Development Services Director Julie Fulgham

Citizens present:

None

Media Present:

Arthur Hahn, Brenham Banner Press

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

There were no citizen comments.

PUBLIC HEARING

4. Proposed Budget for Fiscal Year Beginning October 1, 2012 and Ending September 30, 2013

This budget will raise more total property taxes than last year's budget by an estimated \$191,934 (3.55%), and of that amount, \$115,353 is tax revenue to be raised from estimated new property added to the tax roll this year.

Mayor Pro Tem Nix opened the Public Hearing.

Chief Financial Officer Carolyn Miller explained that the FY2012-13 proposed budget is the result of numerous staff hours as well as several Council Budget Workshops. She stated that the City complied with the Local Government Code, filed the proposed budget with the City Secretary and published all required notices. Miller explained that the City must hold a public hearing to receive citizen comments.

There were no citizen comments.

The public hearing was closed.

REGULAR AGENDA

6. Discuss and Possibly Act Upon Ratification of the Property Tax Increase Reflected in the Proposed Budget for Fiscal Year Beginning October 1, 2012 and Ending September 30, 2013, which Raises More Revenue from Property Taxes than the Previous Year's Budget

Chief Financial Officer Carolyn Miller explained that in accordance with the Tax Code, if a municipal budget raises more property taxes than in the previous year's budget, the City Council must formally ratify the property tax increase. Miller stated that the FY2012-13 budget will raise more total property taxes than last year's budget by 3.55%, which is about \$191,000, and of that amount about \$115,000 is tax revenue to be raised from new property added to the tax roll. Miller specified that a roll-call vote must be taken to ratify the property tax increase reflected in the budget.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to ratify the property tax increase reflected in the proposed budget for the fiscal year beginning October 1, 2012 and ending September 30, 2013, which raises more revenue from property taxes than the previous year's budget.

Mayor Pro Tem Nix called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Absent
Mayor Pro Tem Gloria Nix	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

5. Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting the Budget for Fiscal Year Beginning October 1, 2012 and Ending September 30, 2013

Chief Financial Officer Carolyn Miller presented an Ordinance to adopt the FY2012-13 Budget. Miller explained that the FY2012-13 Budget is \$63,000,000 in total expenditures, which is down from the \$68,500,000 last year due to the \$5,000,000 payment on the Highway 290 Project. Miller explained that the Combined Fund Summary, which is included in the Ordinance as Exhibit A, shows all the funds adopted in the FY2012-13 Budget. Miller noted that this item is for the first reading of the Ordinance and the second reading is scheduled for Thursday's regular Council meeting.

City Manager Terry Roberts clarified that Council acted on Item 6 already and now Item 5 is on the table, explaining that the property tax increase was ratified during the previous item and the budget adoption should be acted on at this time.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve an Ordinance on its first reading adopting the Budget for fiscal year beginning October 1, 2012 and ending September 30, 2013.

Mayor Pro Tem Nix called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Absent
Mayor Pro Tem Gloria Nix	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

7. Discuss and Possibly Act Upon an Ordinance on Its First Reading Levying Taxes for the Tax Year 2012 for the City of Brenham at \$0.5432 per \$100 Valuation

Chief Financial Officer Carolyn Miller explained that the proposed FY2012-13 Budget includes a tax rate of \$0.5432 per \$100 valuation with \$0.3420 allocated to the General Fund for maintenance and operations (M&O) and the balance of \$0.2012 allocated to the Debt Service Fund for interest. Miller added that the proposed tax rates are the same as the tax rates adopted for the current year. Miller stated that the City complied with all of the notices, publications, and public hearings as required by the Tax Code. Miller presented the motion language required by the Tax Code to adopt the tax rate and specified that Council must take a record vote on this item. Miller noted that this item is for the first reading of the Ordinance and the second reading is scheduled for Thursday's regular Council meeting.

A motion was made by Councilmember Williams and seconded by Councilmember Herring that property taxes be increased by the adoption of a tax rate of \$0.5432 per \$100 valuation, which is effectively a 1.31% increase in the tax rate.

Mayor Pro Tem Nix called for a record vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Absent
Mayor Pro Tem Gloria Nix	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

City Manager Terry Roberts explained that staff removed the Administrative Reports Item from the agenda due to the September 20th meeting. He stated that Council received Thursday's executive session packets, noting that in addition to his contract renewal item, two other items were added dealing with real estate near the old municipal building and the recycling center. Roberts added that Council's regular agenda packet will be distributed later today.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

*City Council Meeting
September 17, 2012*



AGENDA ITEM 7

DATE OF MEETING: October 18, 2012	DATE SUBMITTED: October 12, 2012	
DEPT. OF ORIGIN: Convention and Visitors Bureau	SUBMITTED BY: Lu Hollander	
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 type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Presentation of the Fourth Quarter Report by the Washington County Convention and Visitors Bureau		
SUMMARY STATEMENT: In an effort to be more cost efficient, a copy of the advertisements are not included in the agenda packet. However, a compact disc of the advertisements will be distributed to Mayor and City Council Members.		
If you are interested in obtaining a hard copy, please call the City Secretary at 979-337-7567.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) 4 th Quarter Report – Convention and Visitors Bureau		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Discussion only.		
APPROVALS: Terry K. Roberts		

WCCC Convention & Visitors Bureau

Fourth Quarter Report - July - September 2012

July Highlights

Statistics:

Walk-in visitors - 823
Visitor information mailed - 1,924
Web site unique visitors - 5,201
Web site total pages viewed - 25,324

Major Tourism Events

July 4th celebrations at Washington-on-the-Brazos and other locations in the area, Hot Nights Cool Tunes concert series, grape stomps at Pleasant Hill and Windy Wineries

Advertising Placements:

Texas Highways magazine, Ride Texas magazine, Edible Austin magazine, click2houston web 3-month program

Editorial Coverage included:

Houston Chronicle coverage about ice cream ingredients, Chappell Hill July 4 event and Shakespeare at Winedale; San Antonio Express-News feature about ice cream

Television Coverage:

HGTV Junk Gypsies program

Regional/Civic Meetings:

Tour of Bastrop Conference Center, assist at the Blue Bell Visitor Center

August Highlights

Statistics:

Walk-in visitors - 515
Visitor information mailed - 947
Web site unique visitors - 4,262
Web site total pages views - 21,198

Major Tourism Events

Chappell Hill Lavender & Wine Fest, grape stomps at two local wineries, Texas Ranger Day & Big Star Texas Night in Burton, "Heart of the Tin Trunk" at Festival Hill

Visiting Groups:

Vocational Directors conference, American Legion Ball Tour

Advertising Placements:

Texas Monthly magazine, Texas Highways magazine, North American Tour magazine

Editorial Coverage:

Features about Texas Ranger Day & Big Star Texas Night in Texas Co-op Power, several features about Blue Bell

Television Coverage:

coverage by three major Houston TV stations of the Korth amputation

Radio Coverage:

"Radio Car Show" Houston 4-minute interview

Regional/Civic Meetings:

Texas Association of Convention & Visitors Bureaus annual conference

September Highlights

Statistics:

Walk-in visitors - 338
Visitor information mailed - 2,053
Web site unique visitors - 4,061
Web site total pages viewed - 18,987

Major Tourism Events

Round Top Fall Antiques Week, Washington County Fair, "The Philadelphia Story" at Unity Theatre

Visiting Groups

FCCLA Conference at BHS

Advertising Placements:

Texas Highways co-op with Texas Independence Trail Region, See Texas First travel insert in 27 newspapers, Texas A&M Football Program 1/2 page co-op

Editorial Coverage included:

AAA Texas Journey feature about Glidden Car Tour, B/CS Eagle feature about Blinn volleyball

Geiger Coverage:

Southern Lady magazine feature about Brenham and Washington County

Film assistance:

Assisted a documentary film maker who was shooting footage about a rodeo clown performing during the Washington County Fair

Regional/Civic Meetings:

Texas Travel Industry Association annual conference, Brenham Downtown Merchants planning meetings, Chamber Leadership program



AGENDA ITEM 8

DATE OF MEETING: October 18, 2012	DATE SUBMITTED: October 15, 2012	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry K. Roberts	
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 R-12-016 of the City Council of the City of Brenham, Texas, Authorizing the Giving of Notice of Intention to Issue City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012; and Declaring an Effective Date		
SUMMARY STATEMENT:		
<p>The US 290 project converting frontage roads to one way and adding three new overpasses to US 290 is making a significant impact on transportation mobility and safety. This massive project has required the City to undertake transportation improvements on city roadways in reaction to the State's project. The City has funded three separate projects already that fit in the category of city road projects needed as a result of the US 290 project. These projects, with a total City cost of roughly \$750,000, are currently underway. The City had set aside budget savings earmarked for transportation projects to undertake the three projects. They include widening of Westwood Lane (and signal light), re-alignment of Stringer Street to accommodate future widening and development, and the extension of Handley Street to James Nutt Blvd.</p> <p>Other transportation projects like these also need to be done but they are more costly than the three listed above. Fortunately, the City has just under \$2 million in debt capacity to provide funding for some additional transportation projects without an increase to the property tax rate. As we discussed during our budget workshops, the City has the ability to issue certificate of obligations for additional street work within the present tax rate. The City Council adopted the FY 12-13 budget with the same tax rate as last year but identified in its public notices that we intended to issue additional debt within the current tax rate for additional street improvements.</p> <p>The highest priority project to be undertaken with these new funds is the linking of Chappell Hill Street with Stringer Street. The preliminary cost estimate for that project is \$1 million and will connect Chappell Hill Street at Market with Stringer Street at US 290. This project has been evaluated for more than a decade. With the decision by TxDOT to amend the US 290 project and add a third new overpass the need for and the benefit of the Chappell Hill connection to US 290 became a priority.</p>		

Besides being a worthy transportation project, the Chappell Hill connection to US 290 will have public safety benefits as well. The Brenham Fire Department is located on Chappell Hill Street so the new Chappell Hill connection will provide a more rapid response to fire and rescue calls along portions of US 290. Making the Stringer Overpass more functional will take some of the transportation load off of the other new overpasses and particularly the City's busiest intersection...US 290 and State Highway 36. Adding to the functionality of the Stringer intersection could spur economic growth to that area as well.

Garry Kimball, the City's financial adviser for financing capital projects, will be at the Council meeting to present the item. The initial step in the financing process is to give notice of your intent to issue the certificates of obligation. The financing amount is \$1.85 million and the proceeds will be dedicated to transportation projects. Upon your approval, the notice itself will be published in the Brenham Banner. Mr. Kimball will handle securing the pricing and bring it back to you for action at the first meeting in December. Once the Chappell Hill project is underway and we know its cost, we will obtain your direction on the other project or projects to be done. The notice and the other certificate documents are written to restrict use of the funds to transportation projects only.

Your agenda packet includes the resolution that gives your notice of intent to issues the certificates of obligation. We have also included a map that shows the Chappell Hill to Stringer Street connection project.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

- A. PROS:** Approval will enable the City to undertake transportation projects that will enhance mobility and safety on city street projects impacted by the US 290 TxDOT transportation project.
- B. CONS:**

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Resolution R-12-016; and (2) Map of proposed Chappell Hill Extension

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve Resolution R-12-016 authorizing the giving of notice of intention to issue City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012.

APPROVALS: Terry K. Roberts

RESOLUTION R-12-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE GIVING OF NOTICE OF INTENTION TO ISSUE CITY OF BRENHAM, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Brenham, Texas (the “City”), pursuant to Subchapter C, Chapter 271, Texas Local Government Code, as amended, is authorized to issue certificates of obligation for the purpose of paying contractual obligations to be incurred for the purposes set forth below; and

WHEREAS, the City Council of the City has found and determined that a notice of intention to issue certificates of obligation should be published in accordance with the requirements of applicable law;

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

Section 1. The findings and determinations set forth in the recitals hereto are hereby incorporated by reference for all purposes.

Section 2. The City Secretary of the City is hereby authorized to issue a notice of intention (the “Notice of Intention”) to issue certificates of obligation in substantially the form attached hereto as Exhibit A and incorporated herein by reference for all purposes.

Section 3. The Notice of Intention shall be published once a week for two consecutive weeks, the date of the first publication being before the thirtieth (30th) day prior to the date set forth in the Notice of Intention for passage of the ordinance authorizing the issuance of the certificates of obligation, in a newspaper, as defined by applicable law, that is of general circulation in the area of the City.

Section 4. This resolution shall be effective immediately upon its passage and approval.

PASSED and APPROVED on this 18th day of October, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF BRENHAM, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012

NOTICE IS HEREBY GIVEN that on December 6, 2012, the City Council of the City of Brenham, Texas, at 1:00 p.m. at a regular meeting of the City Council to be held at 200 W. Vulcan, Brenham, Texas, the regular meeting place of the City Council, intends to pass an ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation (the "Certificates") in the principal amount not to exceed \$1,850,000, for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) construction of city-wide road and street improvements, including acquisition of rights-of-way in connection therewith (the "Project"); (ii) to pay professional services of attorneys, engineers, financial advisors and other professionals in connection with the Project; and (iii) to pay the costs associated with the issuance of the Certificates.

The Certificates shall bear interest at a rate or rates not to exceed the maximum rate now or hereafter allowed by law as shall be determined by the City Council at or before the time of issuance and shall mature not later than 40 years from the date of issuance thereof. The Certificates shall be payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property within the City sufficient to pay the interest on the Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Section 271.041-.063, Texas Local Government Code, as amended, and from a pledge of the surplus revenues of the City's combined utility system; provided, however, that such pledge of surplus revenues shall be limited to \$1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Brenham, Texas.

Jeana Bellinger, City Secretary
City of Brenham, Texas



1 inch = 800 feet



Legend

Chappell Hill Extension



Date: 10/25/2012



AGENDA ITEM 9

DATE OF MEETING: October 18, 2012	DATE SUBMITTED: October 12, 2012	
DEPT. OF ORIGIN: Engineering	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 Establishing a No Parking Zone on the North Side of W. Alamo, Beginning at the West line of the BNSF Railroad and Extending Westward Approximately 460 Feet		
SUMMARY STATEMENT: The accompanying maps show how motorists in the left lane on W. Alamo Street approaching the railroad track tend to move over as they pass the vehicles parked in front of 306 W. Alamo. In a one hour period ninety four vehicles approached the railroad track from the left lane. Of those ninety four vehicles, seventy two moved to the right enough to touch or pass over the center stripe with the tire of their vehicle. The other twenty two moved over enough to be within one foot of the stripe. All of the ninety four vehicles move over to some extent.		
The lane width on Alamo Street from face of curb to center of stripe is 17'-3". On Main Street where the center stripe is offset and parking is prohibited in the left lane, the lane width is 14'-1". In 17'-3" there is not enough room for parked vehicles and a travel lane, especially in a 35 mph speed zone.		
I have heard from two property owners concerning this proposed no parking zone. The owner of the apartment at 304 W. Alamo has no problem with it. He made it very clear that he provides off street parking for his tenants at the rear of the apartment. On the other hand, the owner of the apartments at 306 W. Alamo is very much opposed to the zone. He says that the no parking zone will devalue his property at 306 W. Alamo since it is a separate lot and the lot is not wide enough for a driveway. According to the appraisal district, this is not true because he owns the surrounding property and there is already a paved driveway on his property that could be used to provide access to the apartments. I'm sure he will be at the meeting to oppose this item.		
In spite of this property owner's objection to the no parking zone, I believe prohibiting parking on the north side of W. Alamo Street over the length shown on the map and described in the ordinance is the right thing to do and I recommend that you adopt this ordinance on its first reading.		
A letter was sent to each of the five property owners affected by this no parking zone. A copy of one of the letters is included with this packet information.		

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Ordinance establishing a no parking zone; (2) Photos of W. Alamo Street; (3) Letter informing a W. Alamo Street resident of the no parking zone agenda item; and (4) Map showing the location on W. Alamo Street of the proposed zone.

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve an Ordinance on its first reading establishing a no parking zone on the north side of W. Alamo, beginning at the west line of the BNSF Railroad and extending westward approximately 460 feet.

APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR A NO-PARKING ZONE ALONG THE NORTH SIDE OF W. ALAMO STREET, BEGINNING AT THE WEST LINE OF THE BNSF RAILROAD RIGHT OF WAY AND EXTENDING WESTWARD 460 FEET; AND PROVIDING FOR PENALTY FOR VIOLATION THEREOF.

WHEREAS, it is necessary to provide for no-parking zones within the City of Brenham, to prevent accidents, collisions and damages, and to promote the flow of traffic along and into such street, and to regulate the same:

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

SECTION I.

That every person, firm or corporation shall be prohibited from parking along the north side of W. Alamo Street in a no-parking zone that begins at the west line of the BNSF Railroad right of way and extends westward 460 feet, within the City of Brenham.

SECTION II.

That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind in, on, along and into the portion of street designated in Section I. hereof shall not park a vehicle or let a vehicle stand, or permit any vehicle to park or stand, in such designated area; except for City vehicles and emergency vehicles.

SECTION III.

That any person, firm or corporation, violating Section II hereof, shall be fined in a sum not less than \$1.00 and not more than \$500.00, plus costs.

SECTION IV.

This ordinance shall take full force and effect from and after its passage and approval.

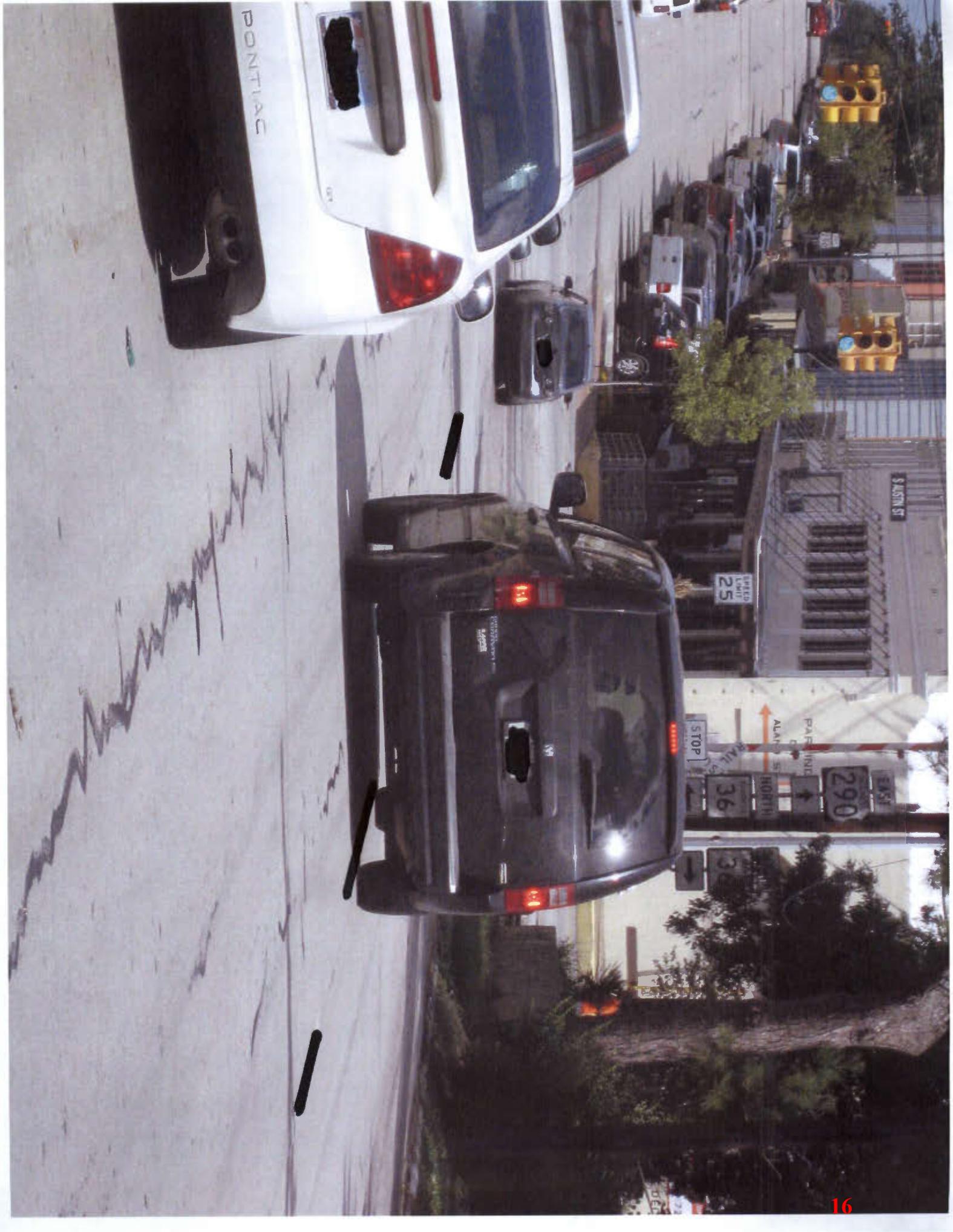
PASSED and APPROVED on its first reading this the 18th day of October, 2012.

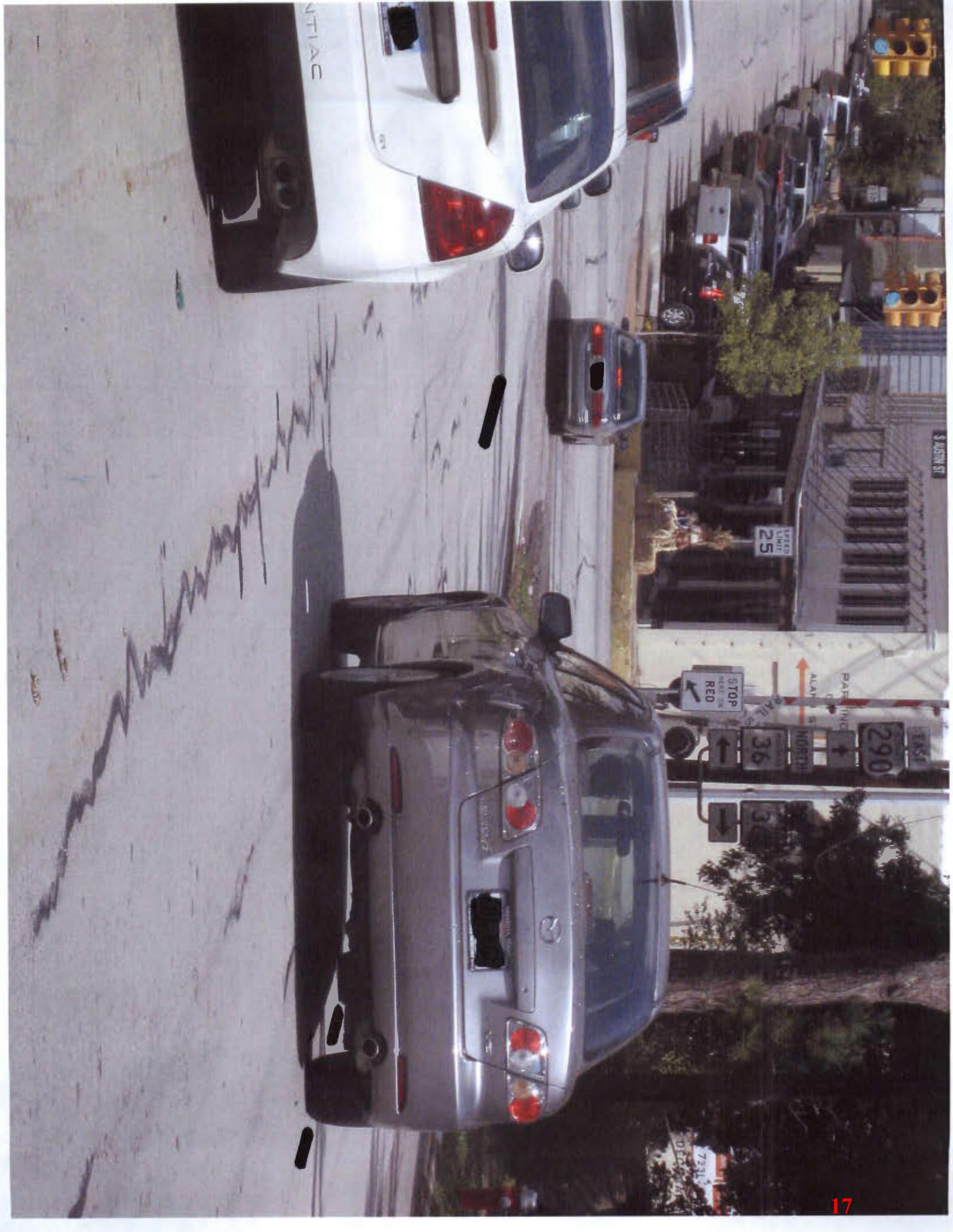
PASSED and APPROVED on its second reading this the 1st day of November, 2012.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary











Mayor
Milton Y. Tate, Jr.

Council Members
Gloria Nix, Mayor Pro Tem
Mary E. Barnes-Tilley
Andrew Ebel
Danny Goss
Keith Herring
Weldon C. Williams, Jr.

Dear James R Crady III

Please be advised that the City Council will consider, during their meeting on October 18, 2012, whether or not to establish a no-parking zone on the north side of W. Alamo Street, beginning at the west line of the BNSF Railroad right of way and extending westward 460 feet. A map showing the location of the proposed zone is enclosed. The council meeting will be held in the council chambers on the second floor of City Hall at 200 W. Vulcan Street. It will begin at 1:00pm.

Respectfully,

A handwritten signature in black ink, appearing to read "Doug Baker", is written over a horizontal line.

Doug Baker, PE



W. ALAMO STREET

NO PARKING ZONE = 460'



AGENDA ITEM 10

DATE OF MEETING: October 18, 2012	DATE SUBMITTED: October 11, 2012																	
DEPT. OF ORIGIN: Engineering	SUBMITTED BY: Doug Baker																	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:																
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING																
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING																
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION																
	<input type="checkbox"/> WORK SESSION																	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Award of a Contract for Construction Services for the 2012 Collector Street HMAC Overlay Project and Authorize the Mayor to Execute any Necessary Documentation																		
SUMMARY STATEMENT: Bids for this project were received on Tuesday, October 3 rd . Eight bids were received. The lowest base bid was submitted by Hubco, Inc. in the amount of \$1,082,054.30.																		
<p>All the bids contained three components, a base bid, a deduction alternate bid “A”, and an addition alternate bid “B”. The base bid provides for a 2” thick overlay on all the streets. The deduction alternate bid “A” is the amount that would be deducted from the base bid if it was determined that there was only enough money for a 1 ½” thick overlay. Prior to receiving bids, we had no way of knowing whether there would be enough bond money for a 2” overlay. Had the base bid come in higher than \$1,200,000, we would have had to decide whether we wanted to go with a 1 ½” overlay or take the difference from our reserve fund. Fortunately the bids came in low enough so that we’re not having to do that. The addition alternate “B” is the cost to mill the existing asphalt street surface at all the street intersections in order to provide a smoother transition from the new asphalt surface to the existing asphalt surface. I strongly recommend that you award this contract with the \$25,000 added to the base bid for this extra work.</p>																		
<p>If you award this contract with the base bid plus the addition alternate “B”, this is what the total cost of the overlay project will look like.</p> <table style="margin-left: 20px; border: none;"> <tr> <td>Base bid (2” overlay):</td> <td style="text-align: right;">\$1,082,054.30</td> </tr> <tr> <td>Addition alternate “B”:</td> <td style="text-align: right;">25,000.00</td> </tr> <tr> <td>Total construction contract:</td> <td style="text-align: right;">\$1,107,054.30</td> </tr> <tr> <td>Engineering:</td> <td style="text-align: right;">40,000.00</td> </tr> <tr> <td>Testing (approximate):</td> <td style="text-align: right;">15,000.00</td> </tr> <tr> <td>Total project:</td> <td style="text-align: right;">\$1,162,054.30</td> </tr> <tr> <td>Bond proceeds:</td> <td style="text-align: right;">\$1,200,000.00</td> </tr> <tr> <td>Remainder:</td> <td style="text-align: right;">\$ 37,945.70</td> </tr> </table>			Base bid (2” overlay):	\$1,082,054.30	Addition alternate “B”:	25,000.00	Total construction contract:	\$1,107,054.30	Engineering:	40,000.00	Testing (approximate):	15,000.00	Total project:	\$1,162,054.30	Bond proceeds:	\$1,200,000.00	Remainder:	\$ 37,945.70
Base bid (2” overlay):	\$1,082,054.30																	
Addition alternate “B”:	25,000.00																	
Total construction contract:	\$1,107,054.30																	
Engineering:	40,000.00																	
Testing (approximate):	15,000.00																	
Total project:	\$1,162,054.30																	
Bond proceeds:	\$1,200,000.00																	
Remainder:	\$ 37,945.70																	
<p>The contractor is allotted 120 calendar days to complete the work. In that we are approaching the winter months, it is likely that some of the streets will be overlaid before the end of the years, and the remainder will be overlaid next spring.</p>																		

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference): N/A

ATTACHMENTS: (1) Letter from O'Malley Engineers with the bid tabulation

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Award the 2012 Collector Street HMAC Overlay Project contract in the amount of \$1,107,054.30, which includes the base bid in the amount of \$1,082,054.30 and the addition alternate "B" in the amount of \$25,000.00, to Hubco, Inc. and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts



O'Malley Engineers, L.L.P.

TBPE No. F-3244

Craig Kankel, P.E.
Robert C. Schmidt, P.E.
Ed Addicks, P.E.

October 9, 2012

Mr. Doug Baker
City of Brenham
200 West Vulcan
Brenham, TX 77833

Re: City of Brenham
2012 Collector Street HMAC Overlay Project
OE Job No. 1006.075 PB
RECOMMENDATION OF AWARD

Dear Mr. Baker:

We have reviewed the bids received on October 3, 2012 for the referenced project (see enclosed bid tabulation) and have listed the bids below in order from the lowest to the highest base bid:

	<u>Base Bid</u>	<u>Ded. Alt. Bid A</u>	<u>Add. Alt. Bid B</u>
1. Hubco, Inc., Houston, Texas	\$1,082,054.30	(\$249,341.95)	\$25,000.00
2. Larry Young Paving, Inc., College Station, Texas	\$1,112,449.30	(\$231,946.00)	\$15,000.00
3. Cornerstone Paving & Construction., LLC, Brenham, Texas	\$1,162,927.83	(\$272,536.55)	\$14,000.00
4. Knife River Corp.-South, Bryan, Texas	\$1,172,696.20	(\$231,946.00)	\$30,000.00
5. AAA Asphalt Paving, Inc. Houston, Texas	\$1,213,695.00	(\$260,939.25)	\$40,000.00
6. Forde Construction Co., Inc. Houston, Texas	\$1,313,669.20	(\$175,119.23)	\$40,000.00
7. Angel Brothers Mgmt., Inc. Baytown, Texas	\$1,330,358.25	(\$214,550.05)	\$75,000.00
8. Brazos Paving Inc., Bryan, Texas	\$1,369,935.30	(\$243,543.30)	\$5,000.00

Recommendation of Award

The low bidder, Hubco, Inc. of Houston, Texas, is qualified and experienced in this type of work. Therefore, based upon review of the above bids, we recommend award to the lowest bidder, Hubco, Inc., for their Base Bid plus Additive Alternate Bid B for the total amount of \$1,107,054.30.

Sincerely,



Kelly M. Hajek, P.E.
Project Engineer



10.9.2012

KMH:mc

Enclosure

CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TX 77833
 2012 COLLECTOR STREET HMAC OVERLAY PROJECT
 OE JOB NO. 1006.075-PA/PB
 BIDS OPENED: October 3, 2012 at 2:00 P.M.

Item No.	Description	Estimated Quantity	Hubco, Inc. 11714 Charles Rd Houston, TX 77041		Larry Young Paving, Inc. P.O. Box 11779 College Station, TX 77842		Cornerstone Paving & Const., LLC P.O. Box 2382 Brenham, TX 77834		Knife River Corp.-South P.O. Box 674 Bryan, TX 77806	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID										
1	Furnish and install 2" minimum thickness Type D hot mix asphaltic concrete (HMAC) pavement, including tack coat	115,973 SY	\$ 9.10	\$ 1,055,354.30	\$ 9.10	\$ 1,055,354.30	\$ 9.71	\$ 1,126,097.83	\$ 9.40	\$ 1,090,146.20
2	Furnish all labor and materials and adjust elevation of existing manhole (all sizes and types) as shown in the details	107 EA	\$ 125.00	\$ 13,375.00	\$ 300.00	\$ 32,100.00	\$ 200.00	\$ 21,400.00	\$ 400.00	\$ 42,800.00
3	Furnish all labor and materials and adjust elevation of existing valve box or cleanout (all sizes and types) as shown in the details	111 EA	\$ 75.00	\$ 8,325.00	\$ 45.00	\$ 4,995.00	\$ 130.00	\$ 14,430.00	\$ 250.00	\$ 27,750.00
4	Furnish material and labor to perform traffic control for the entire project	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00	\$ 12,000.00
TOTAL BASE BID (ITEMS 1 - 4)				\$ 1,082,054.30		\$ 1,112,449.30		\$ 1,162,927.83		\$ 1,172,696.20
DEDUCTIVE ALTERNATE BID A										
A1.	Deduct to furnish and install 1-1/2" minimum thickness Type D HMAC pavement in lieu of 2" minimum thickness Type D HMAC pavement, including tack coat	115,973 SY	\$ (2.15)	\$ (249,341.95)	\$ (2.00)	\$ (231,946.00)	\$ (2.35)	\$ (272,536.55)	\$ (2.00)	\$ (231,946.00)

Item No.	Description	Estimated Quantity	Hubco, Inc.		Larry Young Paving, Inc.		Cornerstone Paving & Const., LLC		Knife River Corp.-South	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ADDITIVE ALTERNATE BID B										
B1.	Furnish all labor, equipment, and materials to mill out a straight edge a minimum of 1 1/2" deep to create a smooth butt joint at all locations where the new HMA overlay is to tie-in to existing asphaltic concrete pavement	1 LS	\$25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$30,000.00	\$ 30,000.00

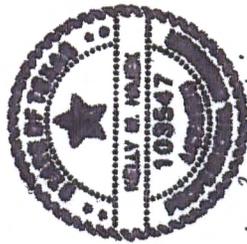
CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TX 77833
 2012 COLLECTOR STREET HMAC OVERLAY PROJECT
 OE JOB NO. 1006.075-PA/PB
 BIDS OPENED: October 3, 2012 at 2:00 P.M.

Item No.	Description	Estimated Quantity	AAA Asphalt Paving, Inc. 10526 Tanner Rd. Houston, TX 77041		Forde Construction Co., Inc. 6842 Calle Lozano Houston, TX 77041		Angel Brothers Mgmt., Inc. 5210 West Road Baytown, TX 77522		Brazos Paving Inc. P.O. Box 714 Bryan, TX 77806	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID										
1	Furnish and install 2" minimum thickness Type D hot mix asphaltic concrete (HMAC) pavement, including tack coat	115,973 SY	\$ 10.00	\$ 1,159,730.00	\$ 10.40	\$ 1,206,119.20	\$ 10.25	\$ 1,188,723.25	\$ 11.10	\$ 1,287,300.30
2	Furnish all labor and materials and adjust elevation of existing manhole (all sizes and types) as shown in the details	107 EA	\$ 250.00	\$ 26,750.00	\$ 400.00	\$ 42,800.00	\$ 275.00	\$ 29,425.00	\$ 300.00	\$ 32,100.00
3	Furnish all labor and materials and adjust elevation of existing valve box or cleanout (all sizes and types) as shown in the details	111 EA	\$ 65.00	\$ 7,215.00	\$ 250.00	\$ 27,750.00	\$ 110.00	\$ 12,210.00	\$ 185.00	\$ 20,535.00
4	Furnish material and labor to perform traffic control for the entire project	1 LS	\$20,000.00	\$ 20,000.00	\$ 37,000.00	\$ 37,000.00	\$100,000.00	\$ 100,000.00	\$ 30,000.00	\$ 30,000.00
TOTAL BASE BID (ITEMS 1 - 4)				\$ 1,213,695.00		\$ 1,313,669.20		\$ 1,330,358.25		\$ 1,369,935.30
DEDUCTIVE ALTERNATE BID A										
A1.	Deduct to furnish and install 1-1/2" minimum thickness Type D HMAC pavement in lieu of 2" minimum thickness Type D HMAC pavement, including tack coat	115,973 SY	\$ (2.25)	\$ (260,939.25)	\$ (1.51)	\$ (175,119.23)	\$ (1.85)	\$ (214,550.05)	\$ (2.10)	\$ (243,543.30)

Item No.	Description	Estimated Quantity	AAA Asphalt Paving, Inc. 10526 Tanner Rd. Houston, TX 77041	Forde Construction Co., Inc. 6842 Calle Lozano Houston, TX 77041	Angel Brothers Mgmt., Inc. 5210 West Road Baytown, TX 77522	Brazos Paving Inc. P.O. Box 714 Bryan, TX 77806
			Unit Price	Total Price	Unit Price	Total Price
B1.	Furnish all labor, equipment, and materials to mill out a straight edge a minimum of 1 1/2" deep to create a smooth butt joint at all locations where the new HMAC overlay is to tie-in to existing asphaltic concrete pavement	1 LS	\$40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
				\$ 40,000.00	\$ 75,000.00	\$ 5,000.00
ADDITIVE ALTERNATE BID B				\$ 40,000.00	\$ 75,000.00	\$ 5,000.00

O'Malley Engineers, L.L.P.
TBPE No. F-3244
Brenham, Texas

Kelly M. Hajek, P.E.



Kelly Hajek
10.5.2012



AGENDA ITEM 11

DATE OF MEETING: October 18, 2012	DATE SUBMITTED: October 12, 2012	
DEPT. OF ORIGIN: Municipal Court	SUBMITTED BY: Rhonda Kuehn	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Renewal of the Contract with the Texas Department of Public Safety for the Omni Base Program in the City of Brenham's Municipal Court and Authorize the Mayor to Execute any Necessary Documentation		
SUMMARY STATEMENT: During the 82 nd Legislative Session, Section 706.005 was amended to require courts to immediately notify Department of Public Safety (DPS) when no cause exists to continue to deny renewal of a person's driver license. Under the existing contract, courts are required to report compliance within 5 business days . The existing contract must be updated with the change in notification requirement.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p>A. PROS: This is a contract that Municipal Court has had in effect and utilized since 2001. The DPS program, Omni Base, has been a collection tool for the court. Outstanding warrants are reported to this program so that a person's driver license may be denied or suspended until the outstanding violation is addressed with the court.</p> <p>B. CONS: None</p>		
ALTERNATIVES (In Suggested Order of Staff Preference): None		
ATTACHMENTS: (1) Texas Department of Public Safety contract; and (2) Email from Margaret Kercher indicating that the City Attorney's office reviewed and outlined the changes within both the previous and new contracts.		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve the renewal of the contract with the Texas Department of Public Safety for the Omni Base Program in the City of Brenham's municipal court and authorize the Mayor to execute any necessary documentation.		
APPROVALS: Terry K. Roberts		

“Department” or “TDPS” means the Texas Department of Public Safety.

“Failure to Appear Program” or “FTA Program” refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

“Failure to Appear System” or “FTA System” refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

“FTA Software” refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

“Originating Court” refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

“State” refers to the State of Texas.

“Local political subdivision” refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Governing Law

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

V. Venue

The parties agree that this Contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

VI. Application and Scope of Contract

This Contract applies to each FTA Report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

VII. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
- (2) the name of the local political subdivision submitting the report;
- (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgment; and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

IX. Clearance Reports

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately from the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report immediately advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must immediately file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

X. Compliance with Law

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

XI. Accounting Procedures

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each

calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

XII. Payments to Vendor

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas
7320 North Mo Pac Expressway, Suite 310
Austin, Texas 78731
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

XIII. Litigation and Indemnity

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision City agrees to indemnify and hold harmless the TDPS against any claims, suits, actions,

damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision City further agrees to satisfy any final judgment awarded against the local political subdivision City or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

XV. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XVI. Multiple Counterparts

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one Contract. But, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

XVII. Effective Date of Contract

This Contract shall be in effect from and after the date that the final signature is set forth below. This Contract shall automatically renew on a yearly basis. However, either party may terminate this Contract upon thirty days written notice to the other party. Notice may be given at the following addresses:

Local political subdivision

Texas Department of Public Safety
Attn: Enforcement and Compliance Service
5805 North Lamar Boulevard
Austin, Texas 78773-0001
(512) 424-5311 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**

LOCAL POLITICAL SUBDIVISION*

Sheri Gipson
Deputy Administrator

Authorized Signature

Date

Title

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.

Rhonda Kuehn

From: Margaret Kercher <margaret@boveylaw.com>
Sent: Thursday, October 04, 2012 3:53 PM
To: Rhonda Kuehn
Cc: Cary Bovey External
Subject: Omni Base Letter

Good afternoon Rhonda,

I just missed you when I called over the municipal court. I have outlined the changes to the agreement below; there are no substantial changes to the agreement, but there are administrative changes. Specifically, there is an address change, a title change at DPS, and a change to when the clearance reports must be sent. Please feel free to contact me if you have any questions regarding this agreement or the changes.

1. Section II. Overview: This contract is applicable to any failure to appear or failure to pay judgment in a court that has jurisdiction under Chapter 4 of Code of Criminal Procedure. The old contract stated that it was only applicable to justice or municipal courts. The amended contract could be applicable to more courts, including justice and municipal courts.
2. Section VIII. FTA report: There are only spelling changes here.
3. Section IX. Clearance Reports: All clearance reports must be submitted **immediately** from the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court. The old contract specified that the clearance reports must be submitted within 5 *business days* of the time and date that the originating court receives appropriate payment or other information.
4. Section XII. Payments to Vendor: The OmniBase Services correspondence address has changed.
5. Section XIII. Litigation and Indemnity: This may be a typo or grammatical error on page 6 of the new agreement. The last portion of the first paragraph states that "...City further agrees to satisfy any final judgment awarded against the local political subdivision City [sic] or the TDPS arising from the performance of this Contract..." I don't think this significantly alters the agreement in any way, but I wanted to bring this to your attention.
6. Section XVII. Effective Date of Contract: Notice that is sent to DPS must be addressed to Enforcement and Compliance Services instead of Project Administrator, FTA Program.

Thank you!

Margaret C. Kercher, Of Counsel
Law Office of Cary L. Bovey, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, Texas 78664
Phone: (512) 904-9441
Fax: (512) 904-9445



AGENDA ITEM 12

DATE OF MEETING: October 18, 2012	DATE SUBMITTED: October 12, 2012	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau	
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 Bid No. 13-001 for Annual Concrete Work for the City of Brenham’s Street Department and Authorize the Mayor to Execute any Necessary Documentation		
SUMMARY STATEMENT: On October 4, 2012 the purchasing department opened bids regarding annual concrete work which is requested by the City of Brenham throughout the year. There were four bids requested with only two of those bids being received on October 4 th . The lowest bid received was submitted by Legacy Concrete Works (formally LaBu Inc.). Bid amounts are shown on the attached bid evaluation. To determine the lowest bid, we use theoretical quantities for five bid items (item 1-5, Alt. A and Alt. B), as shown on the sheet titled bid evaluation quantities. Legacy Concrete Works was the lowest on four of the five items and on the total bid at \$116,802.50 compared to \$128,396.70. Based on the bids, staff is recommending awarding the annual concrete work to Legacy Concrete Works in the amounts shown for each of the twenty six items shown on the bid evaluation sheet. For reference purposes, the pricing information for the 2011-12 contract has been included for each item.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p style="margin-left: 40px;">A. PROS: Quality business who we have used in the past and has a good history.</p> <p style="margin-left: 40px;">B. CONS: Prices have increased slightly since last year</p>		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Bid Information; (2) Bid Tabulation; and (3) Bid Evaluation		
FUNDING SOURCE (Where Applicable): 101-5-141-315.00		

RECOMMENDED ACTION: Award the annual concrete work contract to Legacy Concrete Works, LLC in the amount shown for each of the twenty six items shown on the bid evaluation sheet and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts



Bid Information Sheet

October 4, 2012

Bid No. 13-001

For: 2012-2013 Annual Concrete Work Contract

Purchase not to exceed budgeted funds.

Number of bidders requesting bid packet: 4

Number of completed bids returned to Purchasing: 2



BID TABULATION

**2012-2013 Annual Concrete Work Contract
Bid #13-001**

2012-2013 ANNUAL CONCRETE WORK - BID EVALUATION QUANTITIES				
	Legacy Concrete Works		Myers Concrete Construction	
	Alt. "A"	Alt. "B"	Alt. "A"	Alt. "B"
Standard Curb	\$ 58,993.00	\$ 61,721.00	\$ 62,300.70	\$ 69,052.50
Historical Curb	\$ 588.00	\$ 616.00	\$ 604.00	\$ 684.00
4" Reinforced Concrete Flatwork	\$ 18,222.50	\$ 22,162.50	\$ 24,625.00	\$ 27,087.50
6" Reinforced Concrete Flatwork	\$ 21,582.50	\$ 24,697.50	\$ 24,475.00	\$ 26,700.00
6" Reinforced Concrete Driveway	\$ 17,416.50	\$ 19,465.50	\$ 16,392.00	\$ 19,772.85
Totals	\$ 116,802.50	\$ 128,662.50	\$ 128,396.70	\$ 143,296.85

BID EVALUATION
2012/2013 ANNUAL CONCRETE WORK CONTRACT
BID #13-001

ITEM	BIDDER	BIDDER	2011-2012 Pricing
	Legacy Concrete Works Brenham, TX	Myers Concrete Construction Wimberly, TX	
1. Labor/materials for standard curb & gutter per linear foot. Alt. A* (Total linear ft = 3,410***)	\$17.30	\$18.27	\$16.47
1. Labor/materials for standard curb & gutter per linear foot. Alt. B** (Total linear ft = 3,410***)	\$18.10	\$20.25	\$17.25
2. Labor/materials for historical curb & gutter per cubic foot. Alt. A* (Total cubic ft = 40***)	\$14.70	\$15.10	\$14.00
2. Labor/materials for historical curb & gutter per cubic foot. Alt. B** (Total cubic ft = 40***)	\$15.40	\$17.10	\$14.67
3. Labor/materials for 4" reinforced concrete flatwork per square foot. Alt. A* (Total square ft = 4,925)	\$3.70	\$5.00	\$3.60
3. Labor/materials for 4" reinforced concrete flatwork per square foot. Alt. B** (Total square ft = 4,925)	\$4.50	\$5.50	\$4.40
4. Labor/materials for 6" reinforced concrete flatwork per square foot. Alt. A* (Total square ft = 4,450)	\$4.85	\$5.50	\$4.70
4. Labor/materials for 6" reinforced concrete flatwork per square foot. Alt. B** (Total square ft = 4,450)	\$5.55	\$6.00	\$5.40
5. Labor/materials for 6" reinforced concrete driveway per square foot. Alt. A* (Total square ft = 3,415)	\$5.10	\$4.80	\$4.85
5. Labor/materials for 6" reinforced concrete driveway per square foot. Alt. B** (Total square ft = 3,415)	\$5.70	\$5.79	\$5.55
6. Labor/materials for reinforced concrete valley gutters per square foot. Alt. A*	\$4.90	\$4.80	\$4.67
6. Labor/materials for reinforced concrete valley gutters per square foot. Alt. B**	\$5.35	\$5.59	\$5.07
7. Labor/materials for reinforced concrete inlets (0-2') incl. ring & cover per cubic foot. Alt. A*	\$45.55	\$45.69	\$45.07
7. Labor/materials for reinforced concrete inlets (0-2') incl. ring & cover per cubic foot. Alt. B**	\$50.50	\$50.74	\$50.00
8. Labor/materials for reinforced concrete inlets (0-4') incl. ring & cover per cubic foot. Alt. A*	\$34.00	\$34.25	\$33.67
8. Labor/materials for reinforced concrete inlets (0-4') incl. ring & cover per cubic foot. Alt. B**	\$38.40	\$38.61	\$38.00
9. Labor/materials for reinforced concrete inlets (0-6') incl. ring & cover per cubic foot. Alt. A*	\$40.40	\$40.59	\$40.00
9. Labor/materials for reinforced concrete inlets (0-6') incl. ring & cover per cubic foot. Alt. B**	\$44.45	\$44.65	\$44.00
10. Labor/materials for reinforced concrete manholes (0-2') incl. ring & cover per cubic foot. Alt. A*	\$44.45	\$40.59	\$44.00
10. Labor/materials for reinforced concrete manholes (0-2') incl. ring & cover per cubic foot. Alt. B**	\$49.75	\$49.75	\$49.25

11. Labor/materials for reinforced concrete manholes (0-4') incl. ring & cover per cubic foot. Alt. A*	\$34.00	\$34.00	\$35.67
11. Labor/materials for reinforced concrete manholes (0-4') incl. ring & cover per cubic foot. Alt. B**	\$38.10	\$38.10	\$37.72
12. Labor/materials for reinforced concrete manholes (0-6') incl. ring & cover per cubic foot. Alt A*	\$36.40	\$36.63	\$36.00
12. Labor/materials for reinforced concrete manholes (0-6') incl. ring & cover per cubic foot. Alt B**	\$40.40	\$40.59	\$40.00
13. Labor/materials for reinforced concrete walls & footings (4' max. ht. or depth of beam footings) per cubic foot. Alt. A*	\$33.25	\$33.51	\$32.92
13. Labor/materials for reinforced concrete walls & footings (4' max ht. or depth of beam footings) per cubic foot. Alt. B**	\$39.40	\$39.60	\$39.00
Discount	5% - net 10 days	5% - net 10 days	5% - net 10 days

*Alt. A: Where removal of existing concrete is required, City will break up existing concrete and dispose of it. City will excavate or backfill to within one inch of finished grade. During this process, City will erect and maintain its own barricades. Contractor will excavate or backfill to finish grade, furnish and erect forms, furnish and install reinforcing steel, furnish, place and finish concrete, and remove forms. Contractor will furnish and maintain his own barricades during his portion of the work.

**Alt. B: Where removal and replacement of existing concrete is required, City will break up existing concrete. City will erect and maintain its own barricades during this work. All other work will be responsibility of Contractor, including removal of existing concrete, grading, backfilling behind the new concrete with select material will be responsibility of Contractor. Contractor will be responsible for erecting and maintaining his own barricades during this work.

*** These quantities will be used to determine the low bidder. Quantities are arbitrary and have no significance in determining the actual amount of work to be done during the course of the contract.



AGENDA ITEM 13

DATE OF MEETING: October 18, 2012	DATE SUBMITTED: October 8, 2012	
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 the Reassignment of a Ground Space Lease Agreement at the Brenham Municipal Airport and Authorize the Mayor to Execute any Necessary Documentation		
SUMMARY STATEMENT: On August 17, 2000, Council approved our standard ground space lease agreement with Barbara Hazard for Hangar B-1 located at 3175 Aviation Way. Ms. Hazard notified the City that she wanted to change the name on the lease agreement to her husband, William M. Hazard. Cary Bovey's office drafted the attached Lessor's Consent to assignment of Lease. The name change will be the only change to the lease agreement. The terms, etc. will remain the same.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Lessor's Consent to Assignment of Lease		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Reassign the ground space lease agreement at the Brenham Municipal Airport from Barbara Hazard to William Hazard and authorize the Mayor to execute any necessary documentation.		
APPROVALS: Terry K. Roberts		

Lessor's Consent to Assignment of Lease

Date: _____, 2012

Assignor: Barbara Hazard

Assignee: William M. Hazard

Lease

Date: August 17, 2000
Lessor: City of Brenham, Texas
Lessor's Address: 200 West Vulcan
Brenham, Texas 77833

Lessee: Barbara Hazard
Lessee's Address: 2984 Limestone Lane
Bellville, Texas 77418

This agreement is made on 09/16/2012, ~~2012~~ between Barbara Hazard, 2984 Limestone Lane, Bellville, Austin County, Texas referred to as "Assignor," and William M. Hazard, 2984 Limestone Lane, Bellville, Austin County, Texas, referred to as "Assignee."

Assignor entered into a lease agreement (referred to as the Lease), as Lessee, on August 17, 2000, with the City of Brenham, 200 West Vulcan, Brenham, Washington County, Texas referred to as Lessor, with respect to the property described in said Lease. A copy of this Lease is attached as Exhibit A and incorporated herein by reference for all purposes.

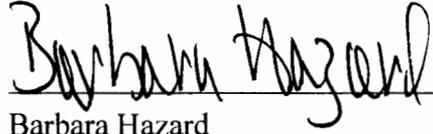
Assignor desires to assign, and Assignee desires to assume, the rights, duties, and liabilities of the Lessee under the Lease agreement.

The assignment by Assignor to Assignee of all of Assignor's rights, title, and interest as Lessee under the Lease and to the assumption by Assignee of all obligations under the Lease is subject to the consent of the City of Brenham, as Lessor.

Therefore, for valuable consideration, the receipt of which is acknowledged, and subject to the consent of the City of Brenham, as Lessor, Assignor assigns to Assignee all of its rights, title, and interest as Lessee under the Lease. Assignee assumes the lease obligations and agrees to perform and discharge these obligations in accordance with their terms. Assignee further agrees to indemnify Assignor and Lessor against any losses, claims, damages, or liabilities to which either or both may become subject, arising out of, or in connection with, this Assignment and Assignee's performance of the Lease obligations.

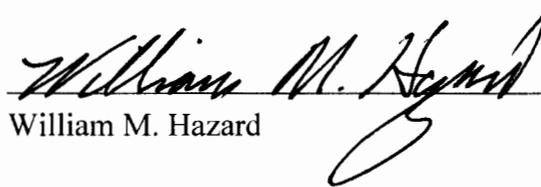
In witness, each party to this Assignment has caused it to be executed on the date indicated above.

Assignor – Barbara Hazard



Barbara Hazard

Assignee – William M. Hazard



William M. Hazard

CONSENT OF LESSOR

The City of Brenham, as Lessor in the above-described Lease agreement, consents to the assignment by Lessee of Lessee's right, title, and interest as Lessee under the Lease to Assignee and to the assumption by Assignee of all obligations under the Lease. This consent releases Lessee from any liability or responsibility under the Lease as of the date of the assignment. Lessee will not be responsible to Lessor for any default or breach on the part of Assignee. This consent will not be construed as a waiver of any rights Lessor may have by reason of the past performance of Lessee, nor as an estoppel of the assertion of any rights by Lessor against Lessee. No provision of this consent alters or modifies any of the terms and conditions of the Lease, including the requirement that the written consent of Lessor be obtained with respect to any future assignment of the Lease.

Lessor – City of Brenham, Texas

Date: _____

Milton Y. Tate, Jr., Mayor

Attest:

Jeana Bellinger, City Secretary

COPY

August 2000

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH BARBARA G. HAZARD

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 BARBARA G. HAZARD, 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 (described as unit 1) 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 August 17, 2000, and terminating August 17, 2030. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 1,051 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.

EXHIBIT "A"

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 C 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. 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.

H. 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.

I. 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.

J. 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 encourage 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 uses, 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.

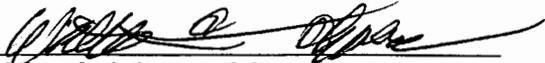
The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

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.

EXECUTED this the 17th day of August, 2000.

LESSOR


Walter C. Schwartz, Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

August 2000

ATTEST:

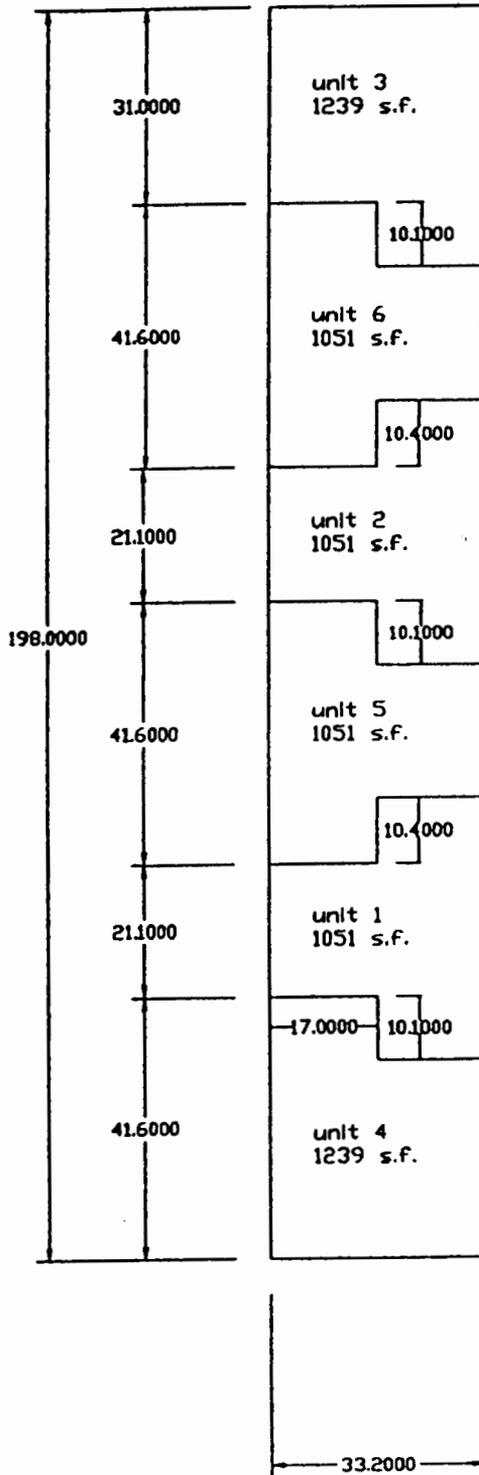


Doris Ann Seilheimer, City Secretary

LESSEE



Barbara G. Hazard
624 FM 2754
Bellville, Texas 77418-9412



← Z

EXHIBIT "A"



AGENDA ITEM 14

DATE OF MEETING: October 18, 2012		DATE SUBMITTED: October 9, 2012	
DEPT. OF ORIGIN: Development Services		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 R-12-017 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2012 Christmas Stroll to be Held on Friday, November 30, 2012			
SUMMARY STATEMENT: The 2012 Christmas Stroll is sponsored by Main Street Brenham. Their goal is to attract shoppers to the downtown area. This year's stroll will be held on November 30, 2012 from 5:30 pm until 10:00 pm. Main and Alamo Streets will be closed between Market Street and Austin Street from 4:00 pm until 10:00 pm. There will be live musical entertainment, parade, Farmer's Market and vendors, kids' activities, choirs and bands.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Agreement with TxDOT for the temporary closure of state right of way including the Resolution (identified as Exhibit "B"); and (2) Christmas Stroll event application			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve Resolution R-12-017 authorizing the execution of an agreement with TxDOT for the temporary closure of state right of way in connection with the 2012 Christmas Stroll to be held on Friday, November 30, 2012.			
APPROVALS: Dane Rau, Police Department, and Fire Department			

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

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

WITNESSETH

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

WHEREAS, the local government has requested the temporary closure of Alamo and Main Streets (Business 290) for the purpose of the 2012 Christmas Stroll, from 4:00 pm to 10:00 pm on Friday, November 30, 2012, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

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

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

WHEREAS, on the 18th day of October, 2012, the Brenham City Council passed Resolution/ Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

AGREEMENT

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

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

Article 3. OPERATIONS OF THE EVENT

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

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

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

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

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

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

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

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

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

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

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

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

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

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

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

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

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

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

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

Article 13. SOLE AGREEMENT

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

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

THE CITY OF BRENHAM

Executed on behalf of the local government by:

By _____ Date _____
City Official

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

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

Exhibit A

This request is for closure of Alamo and Main Streets from Market Street to Austin Street

(See attached map)

on November 30, 2012

Date and Time of Closure

Streets are to be closed from 4:00 pm until 10:00 pm on Friday, November 30, 2012

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

Attached is a map showing the location of street closures and the detour routes from thru traffic.

The proposed activity that requires these street closures is the

2012 Christmas Stroll

Exhibit B

RESOLUTION NO. _____

THE STATE OF TEXAS

COUNTY OF WASHINGTON

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

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

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

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid contract and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2012 Christmas Stroll.

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

The Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of state highways within the City of Brenham associated with the 2012 Christmas Stroll. This resolution is effective upon its adoption.

Adopted this the 18th day of October, 2012

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Exhibit C

The **2012 Christmas Stroll** occurs on Friday, November 30, 2012 and is sponsored by Main Street Brenham. Main and Alamo streets will be closed between Market Street and Austin Street from 4:00 p.m. until 10:00 p.m. Main and Alamo streets will feature live musical entertainment, parade, Farmer's Market, vendors on Park Street, kids' activities, bands and choirs.

APPLICATION FOR EVENT PERMIT (WITH STREET CLOSURES)

1. Name of sponsoring organization: City of Brenham (Recreation Department)
2. Name of individual making application on behalf of sponsoring organization: Jamie Maurer

3. Proposed date(s) of event: Friday, November 30th, 2012
4. Purpose of the event: Lighted Christmas Parade & Christmas Stroll
5. Proposed street closures for the event: Main Street (Market → Austin); Alamo Street (Market → Austin); Park St (Vulcan → Commerce); Douglas, Baylor & St Charles (Vulcan → Commerce)
6. Proposed times of street closures (allowing for assembly/set-up and breakdown/cleanup):
 Proposed closure date and time: 4:00pm Friday November 30th, 2012
 Closure requested until: 10pm, Friday November 30th, 2012
7. Event start date and time: 5:30pm, Friday November 30th, 2012
8. Event termination date and time: 10:00pm, Friday November 30th, 2012
9. Describe types of activities planned (entertainment, food booths, theme of items for sale, etc):
Live musical entertainment; parade; Farmer's Market; vendors on Park past Commerce, choirs, bands

10. Estimated attendance (event organizers and spectators): 2,000
11. Special Requests and/or additional information peculiar to this event: _____

Jamie Maurer
Name of Applicant (typed or printed)

Date: 10-8-12

Jamie Maurer
Applicant or Authorized Person's Signature

979-337-1029
Telephone Number

EVENT PERMIT (WITH STREET CLOSURES)

1. Street Closure Times: Beginning at Friday, November 30th, 2012; 4pm
(Date and time)
Ending at Friday, November 30th, 2012; 10pm
(Date and time)

2. * Street Closings:

Main from Market to Austin
Alamo from Market to Austin
St Charles from Vulcan to Commerce
Baylor from Vulcan to Commerce
Park from Vulcan to Commerce (Commerce to RR-track for
Douglas from Vulcan to Commerce Farmers Market)

Exceptions/additional information: _____

3. Event set-up times: From 4:00 pm to 5:00pm

4. Event start time: 5:30pm

5. Event closing time: 10:00pm

6. Breakdown/cleanup: From 9:30pm to 10:00pm

7. Permittee agrees to advise all participants (other than the general public), either orally or by written notice, of the terms and conditions of the ordinance and permit prior to the commencement of such event.

CITY OF BRENHAM

By: _____
Director of Public Works

Jamie Mann
Applicant

Date: _____

Date: 10-8-12

* Market from Alamo to Main
in front of Museum so fire trucks can give rides around
downtown square



AGENDA ITEM 15

DATE OF MEETING: October 18, 2012		DATE SUBMITTED: October 15, 2012	
DEPT. OF ORIGIN: Recreation Department		SUBMITTED BY: Jamie Maurer	
MEETING TYPE:		CLASSIFICATION:	
<input checked="" type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input checked="" type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Recommendation from the Parks Advisory Board to Amend the Parks Master Plan to Reprioritize the Need for a Splash Pad in the Blue Bell Aquatic Center			
SUMMARY STATEMENT: The original grant application submitted for the proposed project at the Blue Bell Aquatic Center was drafted based on TPWD’s existing grant requirements. At the time we submitted the grant, TPWD personnel told us there might be changes and/or additional documentation during the grant selection process. The updated Parks Master Plan approved by the Parks and Recreation Advisory Board was submitted with the grant application; however, it recommended a splash park be developed on the site of the old Pflughaupt Field. After further research, it was decided that developing a splash park at the Aquatic Center was more feasible since the infrastructure already existed there. For that change to be acknowledged by TPWD, we need Council to accept the amended master plan.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Meets the grant program requirement			
B. CONS: Eliminates the City for consideration of grant funding			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: None			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve a recommendation from the Parks Advisory Board to amend the Parks Master Plan to reprioritize the need for a splash pad in the Blue Bell Aquatic Center.			
APPROVALS: Terry K. Roberts			



AGENDA ITEM 16

DATE OF MEETING: October 18, 2012	DATE SUBMITTED: October 15, 2012	
DEPT. OF ORIGIN: Recreation Department	SUBMITTED BY: Jamie Maurer	
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 R-12-018 Authorizing the Submission of Supplemental Grant Documents Related to a Texas Parks and Wildlife Grant Application for Additional Water Features, Decking and Associated Improvements and Furnishings at the Blue Bell Aquatics Center		
SUMMARY STATEMENT: The original grant application submitted for the proposed project at the Blue Bell Aquatic Center was drafted based on TPWD's existing grant requirements. At the time we submitted the grant, TPWD personnel told us there might be changes and/or additional documentation during the grant selection process. This resolution is required to submit those supplemental documents.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p style="margin-left: 20px;">A. PROS: Meets the grant program requirements</p> <p style="margin-left: 20px;">B. CONS: Eliminates the City for consideration of grant funding</p>		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution R-12-018		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Resolution R-12-018 authorizing the submission of supplemental grant documents related to a Texas Parks and Wildlife grant application for additional water features, decking and associated improvements and furnishings at the Blue Bell Aquatics Center.		
APPROVALS: Terry K. Roberts		

RESOLUTION R-12-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE SUBMISSION OF SUPPLEMENTAL GRANT DOCUMENTS RELATED TO A GRANT APPLICATION TO TEXAS PARKS AND WILDLIFE DEPARTMENT OF ADDITIONAL WATER FEATURES, DECKING AND ASSOCIATED IMPROVEMENTS AND FURNISHINGS AT THE BLUE BELL AQUATICS CENTER.

WHEREAS, the City of Brenham submitted a grant application for the Texas Parks and Wildlife Department's (TPWD) Outdoor Recreation Grant program on August 1, 2012; and

WHEREAS, the TPWD is requiring the submission of additional documentation for the grant application; and

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

That all drilling and mining of the project site, which is located within the existing parameters of the Blue Bell Aquatic Center, will be prohibited.

PASSED AND APPROVED on this the 18th day of October, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary