



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY APRIL 18, 2013 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 – Councilmember Ebel**
- 3. Proclamation
Local History Day – May 2, 2013 **Page 1****
- 4. Citizens Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

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

- 5-a. Minutes from the March 21 and April 4, 2013 City Council Meetings **Pages 2-24****
- 5-b. Discuss and Possibly Act Upon Ordinance No. O-13-007 on Its Second Reading Authorizing the Placement of Stop Signs on Chappell Hill Street at Its Intersection with Pecan Street **Pages 25-26****
- 5-c. Discuss and Possibly Act Upon Ordinance No. O-13-008 on Its Second Reading Authorizing the Placement of Two Additional Stop Signs at the Intersection of Tison and W. Stone Streets **Pages 27-28****

WORK SESSION

- 6. Discussion and Presentation by the Brenham Animal Shelter Task Force About Future Animal Shelter Needs, Projected Cost of Constructing a New Facility, and Fundraising Efforts to Help Fund a New Facility** **Page 29**
- 7. Discuss and Review the FY2012-13 First Quarter Financial Report** **Pages 30-53**
- 8. Discussion and Presentation on a Proposed Interagency Cooperation Contract Between the City of Brenham and Region 6 Educational Service Center (ESC6) for the Use of Fiber and Installation of Wireless Equipment on a City of Brenham Radio Transmission Tower** **Pages 54-62**
- 9. Discussion and Presentation on Amendments to the Thoroughfare Plan Map Within the City of Brenham's Envision 2020 Comprehensive Plan** **Pages 63-65**

PUBLIC HEARING

- 10. Public Hearing Regarding a Request for Specific Use Permit at 704 Durden Street (Legal Description Being Block 8, Lot 3 of the Durden Courts Addition in the City of Brenham, Washington County, Texas), to Allow an Auxiliary Church Use on the Property** **Page 66**

CLOSE PUBLIC HEARING

REGULAR AGENDA

- 11. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas; Amending the Official Zoning Map to Grant a Specific Use Permit at 704 Durden Street (Legal Description Being Block 8, Lot 3 of the Durden Courts Addition in the City of Brenham, Washington County, Texas), to Allow an Auxiliary Church Use on the Property** **Pages 67-75**
- 12. Discuss and Possibly Act Upon a Request from Adolph Wehmeyer to Reconsider a Variance from Section 23-25(3), Subdivision Ordinance of the Code of Ordinances to Allow the Development of a New Mobile Home Park on Approximately 19.3 Acres Located on FM 389 and Situated Directly West of the Eight Star Corporation's Mobile Home Park (Formerly Known as Wehmeyer Mobile Home Park)** **Pages 76-79**

13. **Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Microsoft for an Enterprise Subscription and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 80-97**
14. **Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance O-12-025 and Grant a Non-Exclusive Franchise to Texas Disposal Systems, Inc. to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits** **Pages 98-111**
15. **Discuss and Possibly Act Upon a Lease Purchase Agreement with JPMorgan Chase Bank for the Purchase of a 2013 International 7400 Chassis with a Debris Vacuum for the City of Brenham's Wastewater Treatment Department and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 112-119**
16. **Discuss and Possibly Act Upon a Ground Space Lease Agreement With David Andras dba Pegasus Hangar Group LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 120-129**
17. **Discuss and Possibly Act Upon a Ground Space Lease Agreement With John Startz dba Brenham Hanger, LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 130-139**
18. **Discuss and Possibly Act Upon a Request for a Noise Variance from Washington County Historical Juneteenth Association to Celebrate Emancipation Day to be Held on June 14, 2013 from 7:00 p.m. – 11:00 p.m. and June 15, 2013 from 12:00 p.m. – 4:00 p.m. at Fireman's Park and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 140-143**

EXECUTIVE SESSION

19. **Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Possible Acquisition of Real Property Located at 305 Riggs Street for Park Purposes** **Page 144**

RE-OPEN REGULAR SESSION

20. **Discuss and Possibly Act Upon the Acquisition of Real Property Located at 305 Riggs Street for Park Purposes** **Page 145**

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.

21. 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 April 18, 2013 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 April 15, 2013 at *12:15 P.M.*

Amanda Klehm

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 _____, 2013 at _____ AM PM.

Signature

Title

PROCLAMATION

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, May 2013 is recognized as National Preservation Month; and

WHEREAS, the stories of our community, our people, our land, and our legendary past are all around us, and are built into the very bricks of our city; and

WHEREAS, children exposed to community history in a creative and memorable way will come to read more, do better in school, and will grow up to support historic preservation programs as adults; and

WHEREAS, today's 4th graders of BISD will someday be in a position to preserve the history of Brenham and will become the donors, the benefactors, the volunteers, the teachers and the supporters of museums, historic conservation, public art and more; and

WHEREAS, Main Street Brenham, Brenham Heritage Museum, Heritage Society of Washington County and Washington-on-the-Brazos State Park Association are partnering with the Brenham Independent School District's Alton, Brenham, and Krause Elementary Schools to present our fascinating and unique local history to 4th grade classes

Now, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do Hereby Proclaim Thursday, May 2, 2013 as

LOCAL HISTORY DAY

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

Milton Y. Tate Jr., Mayor
City of Brenham

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on March 21, 2013 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Amanda Klehm, Stacy Hardy, Rhonda Kuehn, Kaci Konieczny, Wende Ragonis, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Development Services Director Julie Fulgham, Public Works Director Dane Rau, Leslie Kelm, Casey Redman, Bobby Branham, Public Utilities Director Lowell Ogle, Grant Lischka, Angela Hahn, and Pam Ruemke

Citizens present:

Clint Kolby, Ron Schmidt, Jeff Boecker, and Bo D. Ross

Media Present:

Arthur Hahn, Brenham Banner Press; Frank Wagner, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Williams**
- 3. Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

4. Statutory Consent Agenda

4-a. Minutes from the February 21, 2013 City Council meeting

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve the Statutory Consent Agenda Item 4-a. minutes from the February 21, 2013 City Council meeting.

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

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

REGULAR AGENDA

5. Discuss and Possibly Act Upon Resolution No. R-13-004 Approving the Brenham Municipal Airport Hangar Project and Authorize the Mayor to Execute Any Necessary Documentation

City Engineer Grant Lischka presented this item. Lischka explained this Resolution is in support of the ten (10) unit T-hangar development, access taxiway and new electrical vault project that were discussed in work session at the last City Council meeting. Lischka stated the project was approved by TXDOT at an estimated cost of \$1,695,000.00 with the City of Brenham's share being approximately \$169,500.00. Lischka stated once the Transportation Commission grants approval of the project, a Grant agreement will be sent to the City of Brenham for execution then TXDOT will begin the process. The estimated payback time is five (5) years with the T-hangars bringing in approximately \$30,000.00 a year and the taxiway yearly revenue is approximately \$4,500.00.

A motion was made by Councilmember Goss and seconded by Councilmember Ebel to approve Resolution No. R-13-004 approving the Brenham Municipal Airport hangar project and authorize the Mayor to execute any necessary documentation.

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

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

6. Discuss and Possibly Act Upon Ordinance No. O-13-004 on Its Second Reading to Repeal Ordinance O-07-009 and Grant a Non-Exclusive Franchise to Budget Roll-Off Service to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits

City Secretary Jeana Bellinger presented this item. Bellinger passed out a handout of the red-lined version of Section 2, which was not included in the agenda packet. Bellinger explained at the March 7, 2013 council meeting, she presented this Ordinance for 1st reading. After discussing the Ordinance further with Council, it was decided that Staff should be allowed to set the exact location and specific time period for any containers placed on City streets. In response to Council's direction, Section 8, Placement of Containers, was amended to include the appropriate wording.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Williams to approve Ordinance No. O-13-004 on its second reading to repeal Ordinance O-07-009 and grant a non-exclusive franchise to Budget Roll-Off Service to operate a roll-off container service for residents, businesses, and industries inside Brenham city limits with the redlined corrections as presented.

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

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

7. Discuss and Possibly Act Upon Ordinance No. O-13-005 on Its Second Reading to Repeal Ordinance O-09-008 and Grant a Non-Exclusive Franchise to Brazos Valley Recycling to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits

City Secretary Jeana Bellinger presented this item. Bellinger passed out a handout of the red-lined version of Section 2, which was not included in the agenda packet. Bellinger explained this item is the same as Item 6.

A motion was made by Councilmember Goss and seconded by Councilmember Ebel to approve Ordinance No. O-13-005 on its second reading to repeal Ordinance O-09-008 and grant a non-exclusive franchise to Brazos Valley Recycling to operate a roll-off container service for residents, businesses, and industries inside Brenham city limits with the redlined corrections as presented.

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

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

8. Discuss and Possibly Act Upon Ordinance No. O-13-006 on Its Second Reading to Grant a Non-Exclusive Franchise to Action Roll-Offs, Inc. to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits

City Secretary Jeana Bellinger presented this item. Bellinger passed out a handout of the red-lined version of Section 2, which was not included in the agenda packet. Bellinger explained this item is the same as Item 6 except Action Roll-Offs, Inc. did not have a previous Ordinance to repeal.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve Ordinance No. O-13-006 on its second reading to grant a non-exclusive franchise to Action Roll-Offs, Inc. to operate a roll-off container service for residents, businesses, and industries inside Brenham city limits with changes as presented for Section 8.

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

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

9. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and the City of College Station for the Purchase of Radio Equipment for Use Related to the Brazos Valley Wide-Area Communication System (BVWACS) and Authorize the Mayor to Execute Any Necessary Documentation

Communications Director Pam Ruemke presented this item. Ruemke advised in order for Communications to be compliant with State law, they are required by the State Interoperability Plan to monitor certain radio channels in the 800 MHz range. Ruemke states that currently the City does not have this capability and for the City to purchase this equipment, it would be in the \$25,000 to \$30,000 range. Ruemke states that College Station had some of this surplus equipment that they did not need any longer. Ruemke states this equipment was working when it was turned off and Staff is confident that it will serve our needed purpose. Ruemke states that Staff has estimated cost of below \$5,000 to install the equipment, which also includes repairing some of the grounding at Communications. Ruemke states that the City will purchase the radio equipment from the City of College Station for \$1.00. Ruemke explains that the equipment will be tested before it is installed to make sure that it will work before the City spends the money on installation of the equipment.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Nix to approve an Interlocal Agreement between the City of Brenham and the City of College Station for the purchase of radio equipment for use related to the Brazos Valley Wide-Area Communication System (BVWACS) and authorize the Mayor to execute any necessary documentation.

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

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

10. Discuss and Possibly Act Upon an Agreement Between City of Brenham and Texas Commercial Waste for Exclusive Small Commercial Container Service Within the City Limits and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau stated on January 31st, Staff discussed with Council commercial sanitation services within Brenham city limits. Rau further explained that at that meeting, it was the consensus to work with Texas Commercial Waste (TCW) on a new contract and keep them as the City's sole provider. Rau stated the major change was the term of the contract, which now calls for an initial 3 year term with automatic one year renewals after the third year.

A motion was made by Councilmember Goss and seconded by Councilmember Barnes-Tilley to approve an Agreement between City of Brenham and Texas Commercial Waste for exclusive small commercial container service within the city limits and authorize the Mayor to execute any necessary documentation.

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

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

11. Discuss and Possibly Act Upon Bid No. 13-006 for the Sale of a Certain 0.3455 Acre Tract of Land, More or Less, Being the East Part of Lot 1-A and Part of Lot 1-B, Davidson Addition, City of Brenham, Washington County, Texas, and Authorize the Mayor to Execute Any Necessary Documentation

Purchasing Services Manager Wende Ragonis presented this item. Assistant City Manager Kyle Dannhaus passed out a handout of a map of the property, which was not included in the agenda packet. Ragonis explained that Purchasing Services issued Bid No. 13-006 on February 15, 2013 for the sale of two lots (0.3455 acres and 0.912 acres) on Chappell Hill Street. Ragonis stated that for Property 1, described as 0.3455 acres), the City received two bids. Stanpac USA, LLC which bid \$21,100.00 on Property 1 and Mr. Tommie Wellmann who bid \$20,250.00 on Property 1. Ragonis would like to award the bid to Stanpac for the sale of Property 1 in the amount of \$21,100.00.

Ms. Ross questioned the intent of the land use by the Purchaser. Ragonis stated that she was not aware of the Purchaser's intent of the land.

A motion was made by Councilmember Herring and seconded by Councilmember Goss to approve Bid No. 13-006 in the amount of \$21,100.00 to Stanpac for the sale of a certain 0.3455 acre tract of land, more or less, being the east part of Lot 1-A and part of Lot 1-B, Davidson Addition, City of Brenham, Washington County, Texas, and authorize the Mayor to execute any necessary documentation.

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

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

12. Discuss and Possibly Act Upon Bid No. 13-006 for the Sale of a Certain 0.912 Acre Tract of Land, More or Less, Being Reserve No. 3 in the L. D. Brown Subdivision, City of Brenham, Washington County, Texas, and Authorize the Mayor to Execute Any Necessary Documentation

Purchasing Services Manager Wende Ragonis presented this item. Assistant City Manager Kyle Dannhaus passed out a handout of a map of the property, which was not included in the agenda packet. Ragonis explained that Purchasing Services issued Bid No. 13-006 on February 15, 2013 for the sale of two lots (0.3455 acres and 0.912 acres) on Chappell Hill Street. Ragonis stated that for Property 2, described as 0.912 acres, the City received one bid. Mr. Tommie Wellmann bid \$30,250 on Property 2. Ragonis stated that a minimum bid of \$40,000.00 was placed on this property, but the City is willing to forgo the minimum bid and accept Mr. Wellmann's offer, should the Council chose to accept this offer. Ragonis would like to award the bid to Mr. Wellmann for the sale of Property 2 in the amount of \$30,250.00.

Councilmember Goss questioned Fire Chief Ricky Boeker about the Fire Department's possible use of the property for storage. Boeker stated that the property is not ideal for storage for his department because it is across the street. Boeker further explained that he and Assistant City Manager Kyle Dannhaus have discussed other possible locations for extra storage.

Assistant City Manager Kyle Dannhaus stated that the goal in selling the property is to get it back on the tax roll since the property currently unused. Mayor Pro Tem Nix expressed her concern that the property was appraised at \$40,000.00 and the bid the City received from Mr. Wellmann is significantly less than the appraisal. Nix stated that she felt like the City could get more money for the property. Nix stated to Dannhaus that just because the property is sold does not necessarily mean that it will go back on the tax roll.

Councilmember Barnes-Tilley questioned the minimum bid and appraisal amount. Ragonis stated that the City had an appraiser conduct an appraisal on the property to determine a minimum bid. Ragonis stated this is only a person's opinion on the property.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to waive the minimum bid requirement and approve Bid No. 13-006 in the amount of \$30,250.00 to Mr. Tommie Wellmann for the sale of a certain 0.912 acre tract of land, more or less, being Reserve No. 3 in the L. D. Brown Subdivision, City of Brenham, Washington County, Texas, and authorize the Mayor to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed with 5-2 vote, with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	No
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	No
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

Council adjourned into Executive Session at 1:40 p.m.

EXECUTIVE SESSION

- 16. Section §551.074 – Personnel Matters – Discuss and Consider Compensation for Municipal Court Judges Julian Weisler and Robert Wright**
- 17. Section §551.074 – Personnel Matters – Discuss and Consider the Rescission of the Appointment of the Assistant City Attorney for City Prosecution in Municipal Court**

Executive Session adjourned at 2:50 p.m.

RE-OPEN REGULAR SESSION

- 18. Discuss and Possibly Take Action as a Result of Executive Session Regarding Compensation for Municipal Court Judges Julian Weisler and Robert Wright**

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to increase Judge Julian Weisler's salary by \$500.00 per month effective today through May 31, 2013.

No action was taken in regards to Judge Robert Wright at this point.

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

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

19. Discuss and Possibly Take Action as a Result of Executive Session Regarding the Rescission of the Appointment of and Cancellation of the Agreement with the Assistant City Attorney for City Prosecution in Municipal Court

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Goss to rescind the appointment of Scott Ballard as Assistant City Attorney for prosecution in Municipal Court and provide sixty (60) days written notice as outlined in the Agreement.

Councilmember Herring requested that the minutes reflect that this rescission of the appointment is not a reflection on Mr. Ballard's job performance. The rescission is strictly due to the lack of need for the position.

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

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

WORK SESSION

*Councilmember Ebel was not in attendance during Work Session.

13. Discussion and Presentation of the Adopted City of Brenham Design and Construction Standards and Standard Specifications Regarding Curb Standards

City Engineer Grant Lischka presented this item. City Manager Terry Roberts stated that the current Standards have been reviewed by Lischka because of their technicality and Lischka will give recommendations on possible changes for future developments. Lischka stated the City of Brenham adopted Design and Construction Standards in June of 1996 and Standard Specifications in August of 1996 to regulate development of both public infrastructure and private property. Lischka explained that a comprehensive review of these standards has begun to ensure the minimum requirements align with currently accepted and modern engineering practices and building methods and standards. These standards can be amended by the City Engineer by filing amendments for 30 days in the City Secretary's office before enforcement.

Most proposed changes will be how the City processes applications procedurally and technical updates. However, one item that is proposed to be changed is allowing the option of a "lay-down" curb on local residential streets, which will change the look of subdivisions, if allowed.

Councilmember Goss questioned if the curb was flat or sloped. Lischka explained that curb is approximately 3 inch sloped from face of curb to back. Lischka explained the difference is that it is 12 inches wide instead of standard 6 inches.

Mayor Pro Tem Nix questioned about what happens when the streets needs to be re-paved. Lischka stated that if they are concrete streets, then there will not be problems, but if they are asphalt streets, then Staff will need to discuss resurfacing streets. If overlay the street and this type of curb is present, there would be no curb left. Dannhaus stated a good maintenance program would have to be in place to avoid this problem.

Councilmember Barnes-Tilley states that she does not see the benefit of this type of curb. Barnes-Tilley states that this may be prettier, but if there are drainage issues then it could potentially be more work on the City in the future.

Councilmember Goss stated that the standards now have a ledge while this one does not. Dannhaus stated that the City would not allow for modifications to be performed that do not meet the standards. Lischka stated language changing the policy would be included and this new standard would be for new residential subdivisions. These new standards would not be for existing residential subdivisions. Nix expresses concern about drainage. Lischka explains that the current curbs cannot withstand a large downpour or 100 year storm. Development Services Director Julie Fulgham stated the City would not allow the new curb standards to be used unless it was part of the Master Plan and throughout an entire new subdivision.

14. Presentation of the 2012 Annual Report by the Public Works Department

Public Works Director Dane Rau presented this report. He covered the highlights for his department and also expressed his appreciation for all of the people in his department and for Council's support. In 2012, the Public Works Division for the City of Brenham had some major changes in the departments reporting to this division as well as some personnel changes. The departments within the Public Works Division were split to now include: Street Department, Facility Maintenance, Fleet Maintenance, Parks Maintenance, and the Sanitation Department.

15. Presentation of the 2012 Annual Report by the Public Utilities Department

Public Utilities Director Lowell Ogle presented this report. He provided an overview of each department within the Public Utilities Department including: electric, gas, water treatment, water distribution, wastewater collection, wastewater treatment, collection station, transfer station, residential collection, recycling, and utility billing. He recognized the department's accomplishments and expressed appreciation for his staff.

20. Administrative/Elected Officials Report

City Engineer Grant Lischka reported on the following:

- The flashing yellow light on 290 at Westwood is a new TXDOT standard.

City Manager Terry Roberts reported on the following:

- Little League starts on Saturday and Linda Anderson Park will be ready. WiFi will be available at Linda Anderson Park as well as many of the other parks.
- TXDOT engineering analysis study for cloverleaf and merge to be bidding soon for \$2 million dollar project on 36 North and 36 Business. Fox Engineering has been contracted to do engineering work, which should be completed within this calendar year between cloverleaf and merge.
- Fire Department's Fish Fry is tomorrow.
- A date has not been set yet, but keep in mind that in 2 months, the City will be in the budget cycle and will be planning a pre-budget meeting with Council. New Budget Manager, Kaci Konieczny, will be heading up the budget this year under the supervision of Carolyn Miller.
- April 11-13 will be the City's Spring Collection Days at Collection Station. The following week will be for the County.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on April 4, 2013 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Amanda Klehm, Chief Financial Officer Carolyn Miller, Jamie Maurer, Susan Nienstedt, Joyce Mahanay, Crystal Dahlquist, Tammy Jaster, Fire Chief Ricky Boeker, Deputy Fire Chief Alan Finke, Brett Schroeder, Brian Scheffer, Cecil Wright, Josh Sebastian, Police Chief Rex Phelps, Development Services Director Julie Fulgham, Sarah Hill, Public Works Director Dane Rau, Leslie Kelm, Casey Redman, Bobby Branham, Public Utilities Director Lowell Ogle, Wanda Kramer, Kevin Boggus, Janie Mehrens, Grant Lischka, Angela Hahn, Shelley Addison, Meri-ane Allen, Ashley McDonald, Mary Sklar, Angeline Howard, and Dennis Krueger

Citizens present:

Clint Kolby, Perry Thomas, Casey Acker, Frank and Jodeen Cierroechi, William Krueger, Barbara and Danny Ross, Homer Carmean, Jerry Calvert, and Diane Alexander

Media Present:

Arthur Hahn, Brenham Banner Press; Frank Wagner, KWHI

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags – Councilmember Goss

3. 3-a. New Employees

- Meri-ane Allen - Communications
- Ashley McDonald - Police Department
- Mary Sklar - Utility Billing
- Angeline Howard - Utility Billing
- Sarah Hill - Development Services
- Dennis Krueger – Sanitation Department

3-b. Service Recognitions

- Joyce Mahanay – 5 years
- Alan Finke – 35 years

Assistant Fire Chief Alan Finke thanked his Fire Department team that was on shift today that came to Council today. He stated the success of the Fire Department is teamwork.

4. Special Recognitions and Presentations

2013 Tyler Public Sector Excellence Award - Wanda Kramer

Mayor Tate stated that the item will be presented at a later date when Wanda Kramer has the award to present at Council.

5. Proclamations

➤ **Disabled Veteran’s Day – April 23, 2013**

Mayor Tate read a proclamation designating April 23, 2013 as Disabled American Veterans Day. The Proclamation was accepted by Robert Squyres.

➤ **Child Abuse Awareness Month – April 2013**

Mayor Tate read a proclamation designating the month of April 2013 as Child Abuse Awareness and Prevention Month. The Proclamation was accepted by a representative of CASA for Kids.

6. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

7. Statutory Consent Agenda

7-a. Minutes from the March 7, 2013 Council meeting

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Barnes-Tilley to approve the Statutory Consent Agenda Item 4-a. minutes from the March 7, 2013 Council meeting.

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

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

WORK SESSION

8. Presentation of the 2012 Municipal Court Statistics

City Manager Terry Roberts stated that Municipal Court Administrator Rhonda Kuehn is out of the office due to an illness; therefore, she will present this item at the next Council meeting.

9. Presentation of the Recreation and Aquatics Department Update

Recreation Superintendent Jamie Maurer, Recreation Coordinator Crystal Dahlquist and Aquatics Coordinator Tammy Jaster presented this item. Recreation Superintendent Jamie Maurer presented an overview of the Recreation and Aquatics Presentation. Recreation Coordinator Crystal Dahlquist discussed the programs the Recreation Department provides for the City, the Field Users, Athletic Events hosted by the City of Brenham, and Department Marketing. Aquatics Coordinator Tammy Jaster discussed Blue Bell Aquatic Center's (BBAC) yearly totals, programs and the three pools. Jaster stated BBAC received Agency of the Year – Class III for the second consecutive year.

10. Discussion and Update on Potential Areas for Annexation into the Corporate Boundaries of the City of Brenham

City Engineer Grant Lischka presented this item. Lischka stated Staff has identified several areas for potential annexation. Lischka explained these areas were selected due to recent utility extensions, at the property owner's request or because of their vicinity to existing infrastructure and development pressure.

The areas Staff specifically identified are as follows:

1. West of State Highway 36 South and east of the BNSF Railroad
2. West of State Highway 36 North at FM 577
3. West of State Highway 36 North between U.S. 290 West and BNSF Railroad
4. East of FM 577 and South of U.S. Highway 290 East

11. Discussion and Presentation on Street, Curb and Sidewalk Design Standards in New Residential Developments

City Engineer Grant Lischka presented this item. Lischka reiterated that as discussed in the March 21st Council work session, the City of Brenham adopted Design and Construction Standards in June of 1996 and Standard Specifications in August of 1996 to regulate development of both public infrastructure and private property. Lischka stated a comprehensive review of these standards has begun to ensure the minimum requirements align with currently accepted and modern engineering practices and building methods and standards.

Lischka explained that Staff has been approached by a developer that is requesting the option of a lay-down curb on local residential streets. Lischka stated if allowed, the lay-down curb will change the look of new residential subdivisions. Lischka stated that Staff has evaluated the request and has the following suggestions if lay-down curbs are allowed:

1. They may only be used on new local residential streets constructed in new subdivisions (collector streets shall have standard curb, even if inside the subdivision)
2. If lay-down curbs are used in a subdivision, all residential streets must match (no mixing standard curbs and lay-down curbs) and transitions will be approved by the City Engineer
3. All streets with lay-down curb must be constructed of concrete (no asphalt)
4. Sidewalks must be provided on both sides of the road and may not be next to the curb
5. Developer must submit drainage calculations that show the curb is designed to provide adequate drainage (this is required for standard curb also)

Vice President Brenham Operations Manager of Jones & Carter, Inc., William Krueger stated the advantage to lay down curbs is the contractor does not have to breakout the curb for the driveway. Krueger stated that the disadvantage of the lay down curb is that there is less curb to contain storm and rain water. Krueger stated lay down curbs are used in College Station and Houston. Krueger stated there is not much of a cost cut for lay down curbs as compared to standard curbs.

Councilmember Barnes-Tilley expressed she feels that the only benefit to the lay down curb is the look rather than the cost factor because there doesn't seem to be much of a cost savings.

Lischka stated additionally, while reviewing these specifications, Staff discovered that the City of Brenham currently requires sidewalks to be constructed at the time a lot is developed. Lischka stated that he believes that the only way to have a successful sidewalk program is to require it at the time of subdivision development. Lischka stated the new residential subdivision's Homeowners' Association would be responsible for sidewalk maintenance, not the City. There are a few options for a sidewalk policy which are:

1. Eliminate the sidewalk requirement;
2. Keep the requirement as is and work to better enforce sidewalk development as a lot is built on;
3. Amend the specification to require sidewalks at the time of subdivision development;
4. Require sidewalks to be built at the time of development, but only on one side of the street; and/or
5. Require sidewalks on all streets classified higher than local (require them on collectors, arterials, etc.).

Lischka reminded Council that these standards can be amended by the City Engineer by filing amendments for 30 days in the City Secretary's office before enforcement.

12. Discussion and Presentation on Mobile Home/Manufactured Home Subdivisions, including Section 23-25 of the City of Brenham's Code of Ordinances

Development Services Director Julie Fulgham presented this item. Fulgham stated the Development Services Department has conducted research regarding Manufactured Home Park/Subdivision frontage regulations found within Subdivision Ordinances. Fulgham reiterated Section 23-25 of the City of Brenham Code of Ordinances outlines that the maximum frontage for a manufactured home park/subdivision development is 400 feet and the minimum frontage is 200 feet. Fulgham stated maximum frontage regulations are related to aesthetics.

Fulgham explained minimum frontage regulations are intended so that a manufactured home park/subdivision has adequate access to a public right-of-way. If Section 23-25 were relaxed or removed, the following City of Brenham codes would regulate minimum frontage requirements:

1. ETJ properties would be required to have a minimum frontage, if it is developed as urban lots (all utilities provided). Rural lots in the subdivision ordinance are required to have a minimum lot width of 125 feet and low-density residential lots in the subdivision ordinance are required to have a minimum lot width of 110 feet. (Mr. Adolph Wehmeyer's requested manufactured home park development, presented to Council at the March 7, 2013 Council meeting, would be classified as an urban lot development since all utilities were to be provided. This is consistent with the R-3 zoning district standards, and the terms of the annexation development agreement.)
2. New manufactured home parks/subdivisions located within an R-3 zoning district, (and within the City limits), do not specifically call out a minimum lot width and only require a minimum site size of 4 acres. Additionally, the R-3 zoning district requires each home space within the park to be a minimum of 5,000 square feet. However, a minimum lot in an R-3 District for a single manufactured home is 60 feet and staff would interpret the minimum lot size for any manufactured home park development to be 60 feet.

Fulgham explained the Development Services Department reached out to ten (10) Texas cities: Athens, Beeville, Belton, Dumas, Gainesville, Huntsville, Lockhart, Navasota, Mount Pleasant, and Sulpher Springs. Fulgham stated all of the cities we received responses from regulate manufactured home parks/subdivision; however, there is little consistency other than their regulations is limited to zoning ordinances and not subdivision ordinances. Fulgham explained the City of Brenham appears to have the most comprehensive manufactured home park/subdivision regulations.

Councilmember Goss stated that he was under the impression that at the last Council meeting where this was discussed, the recommendation was to eliminate the frontage language in the Code of Ordinances.

Councilmember Barnes-Tilley stated the recommendation was to research the matter further so that more discussion could take place before determining whether or not to remove the frontage requirements. Barnes-Tilley stated she did research nationwide and kept coming across the 200 feet, but there were no specifications where the figure came from. Barnes-Tilley explained that she does not feel comfortable removing the frontage requirements to fit one person's request without better knowledge of why it was included in the Code of Ordinances originally.

Councilmember Ebel suggested Wehmeyer bring Variance back to Council to be reviewed again.

Councilmember Barnes-Tilley advised the Code of Ordinances be left as is for now and Wehmeyer bring another Variance request to Council.

Councilmember Goss stated to take out the maximum and minimum frontage.

Mayor Pro Tem Nix expressed her mixed emotions on the subject. At this point, she does not have an opinion either way, but she does think the Ordinance is there for a reason.

REGULAR AGENDA

13. Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing the Placement of Stop Signs on Chappell Hill Street at Its Intersection with Pecan Street

Public Works Director Dane Rau presented this item. Rau handed out a redlined version of the Ordinance with changes made by City Attorney Cary Bovey. Rau stated the City of Brenham has received a request to place two stop signs on Chappell Hill St. at its intersection with Pecan St. Rau explained this intersection has been discussed routinely with Staff and local residents.

Rau stated that Staff has reviewed and discussed the pros and cons of placing stop signs at this location numerous times. Rau explained the data that has been looked at does not warrant stop signs at this location, but there can be benefits outside of the statistics that could help this intersection with the placement of stop signs on Chappell Hill Street. Rau stated this intersection is not the easiest to cross and does have some sight distance issues when vehicles are looking to cross over Chappell Hill St. from Pecan.

Mrs. Ross expressed her concerns with the speed on Chappell Hill Street. Ross stated there were no speed limit signs until recently and cars fly down this street at excessive speeds.

A citizen expressed his concerns with the amount of traffic on Chappell Hill Street from the hours of 7:00-8:30am, 11:00am-1:00pm, and 4:00-6:00pm. He stated there is a lot of traffic and speeding that occurs.

Councilmember Barnes-Tilley questioned if it would be problematic to add stop signs at this location. Rau explained the only downfall that he anticipates is the noise of the trucks starting and stopping as well as the stop signs backing up traffic.

Police Chief Rex Phelps explained he has studies of similar intersections over a 2 year period. Phelps stated the scale is measured from 0-7 relating to accidents at the location. This particular intersection is listed as a 7, which is the most extreme. Phelps explained there have only been 2 accidents at this location that were reported in the past two years; however, he is aware that minor accidents have occurred here that were not reported to them. Phelps stated they have been tracking speed on this road and there does not seem to be a problem; however, the data could be skewed due to approach the speed trailer, which could mean speeding is worse than the data shows.

Councilmember Herring stated that when you are attempting to turn from Pecan Street onto Chappell Hill Street, you must turn really fast to avoid an accident due to the speed of vehicles traveling on this road.

A citizen explained an occurrence when he was trying to turn from Pecan Street to Chappell Hill Street. He stated he looked both ways with no traffic approaching, but when he turned, another vehicle came upon him very quickly and also hit him. Thankfully another car was not coming the opposite direction because the other vehicle had to swerve to miss colliding with the citizen's vehicle.

A motion was made by Councilmember Williams and seconded by Councilmember Herring to approve an Ordinance on its first reading authorizing the placement of stop signs on Chappell Hill Street at its intersection with Pecan Street in accordance with revisions of the Ordinance.

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

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

14. Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing the Placement of Two Additional Stop Signs at the Intersection of Tison and W. Stone Streets

Public Works Director Dane Rau presented this item. Rau handed out a redlined version of the Ordinance with changes made by City Attorney Cary Bovey. Rau explained this intersection is an awkward intersection that currently has traffic stopping on W. Stone St. with traffic having the right-of-way on Tison St.

Rau explained if you drive down W. Lubbock and W. Stone St., you will notice that this is the only street that does not have a stop sign preventing traffic from entering onto one of these thoroughfare streets. Rau further explained most vehicles tend to want to stop on Tison because it seems like you would be yielding to the larger street, being W. Stone. Rau explained by placing two stop signs on Tison, it will allow all residential streets intersecting W. Stone or W. Lubbock to have the same pattern.

Police Chief Rex Phelps explained he has studies of similar intersections over a 2 year period. Phelps stated the scale is measured from 0-7 relating to accidents at the location. This particular intersection is listed as a 0, which is the least extreme. Phelps explained there have been 0 accidents at this location in the past two years.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Nix to approve an Ordinance on its first reading authorizing the placement of two additional stop signs at the intersection of Tison and W. Stone Streets with revisions.

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

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

15. Discuss and Possibly Act Upon the Appointment of a New Member to the Parks and Recreation Advisory Board

Recreation Superintendent Jamie Maurer presented this item. Maurer explained that due to his work schedule, Ed Mueshler submitted his resignation from the Parks and Recreation Advisory Board. Maurer stated Luis Mendoza submitted a Board Appointment Application to the City Secretary's office in August of 2012 and he is still interested in serving. Maurer recommended that Council appoint Mr. Mendoza to the Parks and Recreation Advisory Board due to the resignation of Mr. Mueshler.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve the appointment of Luis Mendoza to the Parks and Recreation Advisory Board.

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

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

16. Discuss and Possibly Act Upon a Request for a Noise Variance from American Cave Man Charities for a Fund-Raising Event Benefitting the Boys & Girls Club to be Held on April 27, 2013 from 1:00 p.m. – 10:30 p.m. and Authorize the Mayor to Execute Any Necessary Documentation

City Secretary Jeana Bellinger presented this item for Planning Technician, Kim Hodde. Bellinger explained American Cave Man Charities is requesting a Noise Variance for a Fund-Raising Event Benefitting the Boys & Girls Club to be Held on Saturday, April 27, 2013 from 1:00 p.m. – 10:30 p.m.

Fire Chief Ricky Boeker explained American Cave Man Charities is a local business owner who is doing a fundraiser including bar-b-que and antique cars to raise money for the local Boys & Girls Club. Boeker explained the festivities will take place in the parking lot by Green Grain on Commerce Street. Bellinger explained that this portion of the permit has already been approved.

Development Services Director Julie Fulgham explained they reached out to the Main Street Board regarding the fundraiser and they did not have a problem with it.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Nix to approve a request for a noise variance from American Cave Man Charities for a fund-raising event benefitting the Boys & Girls Club to be held on April 27, 2013 from 1:00 p.m. – 10:30 p.m. and authorize the Mayor to execute any necessary documentation.

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

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

17. Administrative/Elected Officials Report

Public Works Director Dane Rau reported on the following:

- The overlay project should be done by the end of the day then they will begin on their punch list, which should be completed by the end of the week.
- The Public Works Department has received good feedback on the improvements to Linda Anderson Park. Everyone seems to be really impressed with the improvements.

City Manager Terry Roberts reported on the following:

- Next Thursday, April 11, 2013, Business After Hours will be held at All Sports Building. This event is sponsored by the City of Brenham and Texas Commercial Waste.
- On April 18, 2013, there will be a presentation to Council regarding the new animal shelter by Chief Phelps and the Animal Shelter Task Force explaining the \$500,000.00 gift match challenge.

City Engineer Grant Lischka reported on the following:

- Staff met with TXDOT regarding the Westwood light. TXDOT stated the light malfunctioned on Friday, but that it has been fixed.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

ORDINANCE NO. O-13-007

AN ORDINANCE AUTHORIZING THE PLACEMENT OF STOP SIGNS IN THE CITY OF BRENHAM, TEXAS, SETTING THE LOCATION OF SAID STOP SIGNS, REGULATING THE TRAFFIC AT SAID STOP SIGNS, AND PROVIDING FOR PENALTY FOR VIOLATION THEREOF

WHEREAS, it is necessary to provide stop signs on S. Chappell Hill Street at its intersection with Pecan Street in the City of Brenham to prevent accidents and collisions, to promote the flow of traffic along and into such streets, and to regulate the same:

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

SECTION I.

That there shall be established and installed two stop signs on S. Chappell Hill Street at its intersection with Pecan Street immediately before entering said intersection, regulating both northbound and southbound traffic on S. Chappell Hill Street.

This stop sign shall be placed at the top of a standard pole, placed in the ground on the right hand side of the street identified herein.

SECTION II.

That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind, in, on, along and into the street or street intersection designated in Section I hereof, upon reaching a stop sign at the location so designated, shall bring said vehicle to a full and complete stop or halt, before proceeding further along said street or into or on said street intersection.

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 \$ 200.00, plus court costs.

SECTION IV.

This ordinance shall be effective from and after the date of its passage as provided by the Charter of the City of Brenham.

PASSED AND APPROVED on its first reading this the _____ day of _____, 2013.

PASSED AND APPROVED on its second reading this the ____ day of _____, 2013.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

ORDINANCE NO. O-13-008

AN ORDINANCE AUTHORIZING THE PLACEMENT OF STOP SIGNS IN THE CITY OF BRENHAM, TEXAS, SETTING THE LOCATION OF SAID STOP SIGNS, REGULATING THE TRAFFIC AT SAID STOP SIGNS, AND PROVIDING FOR PENALTY FOR VIOLATION THEREOF.

WHEREAS, it is necessary to provide stop signs on Tison Street at its intersection with W. Stone Street in the City of Brenham to prevent accidents and collisions, to promote the flow of traffic along and into such streets, and to regulate the same:

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

SECTION I.

That there shall be established and installed two stop signs on Tison Street at its intersection with W. Stone Street immediately before entering said intersection, regulating both northbound and southbound traffic on Tison Street.

This stop sign shall be placed at the top of a standard pole, placed in the ground on the right hand side of the street identified herein.

SECTION II.

That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind, in, on, along and into the street or street intersection designated in Section I hereof, upon reaching a stop sign at the location so designated, shall bring said vehicle to a full and complete stop or halt, before proceeding further along said street or into or on said street intersection.

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 \$ 200.00, plus court costs.

SECTION IV.

This ordinance shall be effective from and after the date of its passage as provided by the Charter of the City of Brenham.

PASSED AND APPROVED on its first reading this the ____ day of _____,
2013.

PASSED AND APPROVED on its second reading this the ____ day of _____,
2013.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 6

DATE OF MEETING: April 18, 2013	DATE SUBMITTED: April 12, 2013	
DEPT. OF ORIGIN: Police / Animal Shelter	SUBMITTED BY: Rex Phelps	
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: Discussion and Presentation by the Brenham Animal Shelter Task Force About Future Animal Shelter Needs, Projected Cost of Constructing a New Facility, and Fundraising Efforts to Help Fund a New Facility		
SUMMARY STATEMENT: It has been determined by Staff the current regional animal shelter is not sufficient in size to service community demands. It is at the end of its life in terms of wear and tear, viability, and age. The animal shelter task force would like to respectfully address the council regarding the proposal of constructing a new city & county regional facility. The task force will notify the council of a substantial donation and the conditions of the substantial donation. In addition, Richard Edwards from Edwards & Associates (architectural firm) will give a brief presentation to the facility needs and projected project costs.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p>A. PROS: Continue and improve level of service to the community. Save more animals, facilitate more adoptions and <u>meet state mandatory standards</u>. Meet and exceed community expectations in the most clean and humane way.</p> <p>B. CONS: Initiative will take considerable staff time and funding avenues will have to be explored. However, doing nothing is not recommended. We are rapidly approaching a time where this facility will not meet standards or community demand.</p>		
ALTERNATIVES (In Suggested Order of Staff Preference): None identified		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable): Partial donations, county and city funding options		
RECOMMENDED ACTION: Discussion Only		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 7

DATE OF MEETING: April 18, 2013		DATE SUBMITTED: April 15, 2013	
DEPT. OF ORIGIN: Finance		SUBMITTED BY: Carolyn D. Miller	
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 type="checkbox"/> REGULAR	
		<input checked="" 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 Review the FY2012-13 First Quarter Financial Report			
SUMMARY STATEMENT: See attached Financial Performance Report and Financial Statements for General Fund and Five Utility Funds.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) FY2012-13 First Quarter Financial Report from CFO; and (2) Financial Performance Reports for General Fund and Five Utility Funds.			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Discussion Only			
APPROVALS: Terry K. Roberts			



MEMORANDUM

To: Mayor, Council and City Manager

From: Carolyn D. Miller
Chief Financial Officer

Subject: FY2012-13 First Quarter Financial Report

Date: April 15, 2013

The Finance Division is pleased to provide financial performance reports for the quarter ended December 31, 2012. The General Fund and the five major utility funds are presented in the usual format which includes a comparison of the 1st quarter actual versus the prior year and a comparison to budget.

For the first quarter, the City experienced favorable performance in the General Fund and all utility funds posted positive net revenues over expenditures, with the exception of the Gas Fund which posted a net loss for the quarter due to the timing of the “true-up” for gas purchased costs.

FINANCIAL PERFORMANCE SUMMARY

Fund	1st QTR Actual Performance		
	Revenues	Expenditures	Net Revenues (Expenditures)
General Fund	\$ 3,496,788	\$ 3,426,758	\$ 70,030
Electric Fund	5,242,444	4,984,903	257,541
Gas Fund	642,156	714,739	(72,583)
Water Fund	1,121,879	1,087,662	34,217
Wastewater Fund	913,379	826,166	87,213
Sanitation Fund	785,394	635,145	150,249

GENERAL FUND

The first quarter performance for the General Fund posted net revenues of \$70,030 with property taxes being the only revenue source ahead. As you recall, we projected a 10% growth in sales tax; however, we are running about 3% behind budget. Sales tax has risen in January and February, and we are on track with budget. Due to lower utility fund revenues, the franchise tax paid to the General Fund is behind budgeted levels as are Municipal Court fees and fines.

Operating expenditures were \$222,689 below budget and specific categories are detailed below:

- Personnel is under budget due primarily to vacant positions in Streets, Communications and Police Department;
- Supplies are under budget due to lower than budget expenditures for library circulation items and IT projects for exchange (e-mail) server and sequel server upgrades which were deferred until the second quarter;
- Maintenance is under budget due to lower street maintenance expenditures for this quarter and painting of the fence at Fireman's Park and Henderson Park was not begun until January;
- The Sundry category is under budget due to lower property and liability insurance costs from TML intergovernmental risk pool. As noted in the annual renewal, the City of Brenham's contribution is estimated to decrease by \$20,687 in FY13.

ELECTRIC FUND

The Electric Fund had favorable net revenues of \$257,541 for the first quarter. During the first quarter, revenues were behind budget but expenditures were also behind. The revenue components show distribution revenues (customer charges) behind budget and the generation revenue [excluding the due from (to) customers] is also behind budget. Most of the unfavorable revenue was due to lower kWh sales which were running about 5.2 million below budget estimates based on LCRA forecasts.

Operating expenditures in the Electric Fund were below budget by \$643,344. Almost 45% was due to lower purchase costs [due to lower consumption] and about 40% was due to lower distribution costs, primarily caused by timing variance in service costs and capital spending. With lower electric revenues, the franchise tax paid to the General Fund was also lower this quarter.

GAS FUND

For the first quarter, the Gas Fund posted unfavorable net revenues of (\$72,583). Overall, the Gas Fund is right on target with budget, as we always experience a loss in first quarter due to timing. This unfavorable performance can be directly attributable to higher prices for natural gas. The actual purchase price of \$3.7938/mcf exceeded the budgeted forecast of \$2.8898/mcf creating \$73,421 in excess purchase costs. With the gas cost adjustment (GCA) being two months behind, this under collection for excess purchase costs will correct in the second quarter.

With lower gas utility revenues, the franchise taxes paid to the General Fund were also lower this quarter. Overall, operating expenditures were behind budget with the exception of audits/consultants fees which were ahead of budget due to the utility rate cost of service study.

WATER FUND

The Water Fund experienced positive net revenues of \$34,217 for the first quarter which is near break-even. Water consumption was down 31 million gallons or 12% over the prior year. Lower water volume translates to lower franchise taxes to the General Fund and electricity usage. Expenditures for Water Construction were higher than budget due to capital expenditures for the Valmont extension project and the high pressure pipe expansion.

WASTEWATER FUND

Net revenues for the Wastewater Fund were \$87,213 or \$38,856 higher than budgeted net revenues. Utility revenues were less than the budget forecast due to lower volumes of sewage being processed across all rate classes. The revenue shortfall was more than offset by favorable expenditure budget variances of \$81,651. Over 40% of this variance is due to timing of AMR water meter completion and another 40% reflects budget savings due to personnel turnover and reduced shared service department costs.

SANITATION FUND

The combined operations of the Sanitation Fund posted favorable net revenues of \$150,249 for the first quarter. In the Sanitation Fund, operating resources are derived from four business units: Residential Collections, Collection Station, Transfer Station and Recycling Center.

- Overall, first quarter revenues were 5% below budget projections. All business units lagged except Transfer Station which was 12% higher than budget.
- Overall, Sanitation Fund expenditures were under budget. In looking at Exhibit F, three business units experienced favorable variances. Expenditures are higher in the Transfer Station operation due to increased fuel costs for additional trips to the landfill in Bryan, Texas. Some compactable Collection Station waste is being hauled to the landfill requiring more frequent trips; however, the overall cost to the Sanitation Fund is lower because waste-hauling in-house versus 3rd party (Texas Commercial Waste) is cheaper.

CONCLUSION

As noted in the opening paragraph, the City experienced favorable performance in all major funds except for the net loss in the Gas Fund due to the timing of the “true-up” for gas purchased costs. In the coming months, we will be closely monitoring revenue sources in the General Fund and Utility Funds, and we will reduce expenditures in other areas to mitigate any negative impact.

After you have reviewed this quarterly financial performance report, should you have any questions or comments prior to the council meeting, please do not hesitate to contact Terry Roberts, Kyle Dannhaus, Lowell Ogle, Debbie Gaffey or me directly.

NOTE: The financial performance reports for the General Fund and five utility funds are attached to this memorandum, and are an integral part of the quarterly financial performance report.

**GENERAL FUND
1ST QUARTER PERFORMANCE**



EXHIBIT A

TOTAL OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD ACT FY12	YTD ACT FY13	FAV/(UNFAV) VARIANCE	YTD BUD FY13	YTD ACT FY13	FAV/(UNFAV) VARIANCE
REVENUES					
2,153,145	2,281,615	128,470	2,189,973	2,281,615	91,642
(1,308,533)	(1,371,796)	(63,263)	(1,316,697)	(1,371,796)	(55,099)
1,021,631	1,083,419	61,788	1,117,145	1,083,419	(33,726)
637,782	597,467	(40,315)	669,054	597,467	(71,587)
3,815	3,386	(429)	3,517	3,386	(130)
2,507,839	2,594,092	86,252	2,662,991	2,594,092	(68,900)
SUBTOTAL TAXES					
210,418	155,643	(54,775)	208,796	155,643	(53,153)
38,247	17,411	(20,836)	26,299	17,411	(8,888)
15,207	14,877	(330)	15,184	14,877	(307)
6,775	8,495	1,720	7,341	8,495	1,154
2,778,486	2,790,517	12,031	2,920,611	2,790,517	(130,094)
TRANSFERS-IN					
719,200	678,988	(40,212)	759,011	678,988	(80,023)
INTERLOCAL AGREEMENTS					
23,003	27,283	4,280	12,876	27,283	14,407
3,520,690	3,496,788	(23,901)	3,692,498	3,496,788	(195,710)
TOTAL OP RESOURCES					

(1) Approximately 63% of property tax revenue is collected in the first quarter. A portion is deferred to cover operating expenditures later in the year.

(2) Reflects Oct12 to Dec12 sales tax collected in Dec12 to Feb13.

EXHIBIT B

TOTAL USES OF OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD ACT FY12	YTD ACT FY13	FAV/(UNFAV) VARIANCE	YTD BUD FY13	YTD ACT FY13	FAV/(UNFAV) VARIANCE
EXPENDITURES					
3,231,058	3,315,475	(84,417)	3,525,664	3,315,475	210,189
30,778	103,065	(72,287)	48,550	103,065	(54,515)
3,372	1,744	1,629	0	1,744	(1,744)
3,265,209	3,420,284	(155,075)	3,574,214	3,420,284	153,931
TOTAL EXPENDITURES					
0	6,474	(6,474)	0	6,474	(6,474)
TRANSFERS-OUT					
3,265,209	3,426,758	(161,549)	3,574,214	3,426,758	147,457
TOTAL USES OP RESOURCES					

(3) Excludes uncollectible accounts.

**GENERAL FUND
1ST QUARTER PERFORMANCE**



EXHIBIT F

DEPARTMENT EXPENDITURES BY CATEGORY

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	BUD FY13	ACT FY13	VARIANCE
EXPENSE CATEGORY					
2,160,521	2,175,015	(14,495)	2,309,295	2,175,015	134,280
221,214	206,137	15,077	211,875	206,137	5,738
99,521	239,121	(139,600)	269,825	239,121	30,704
430,441	438,440	(7,999)	454,233	438,440	15,793
33,647	16,594	17,053	11,180	16,594	(5,414)
280,538	240,168	40,370	269,256	240,168	29,088
3,225,883	3,315,475	(89,593)	3,525,664	3,315,475	210,189

EXHIBIT G

DEPARTMENT EXPENDITURES BY DEPARTMENT

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	BUD FY13	ACT FY13	VARIANCE
DEPARTMENT					
228,936	241,210	(12,274)	279,724	241,210	38,515
47,285	59,103	(11,818)	64,007	59,103	4,904
50,647	36,425	14,221	36,426	36,425	1
40,717	30,864	9,853	30,997	30,864	133
133,316	125,910	7,406	137,606	125,910	11,696
200,348	161,841	38,507	194,527	161,841	32,685
55,757	53,058	2,699	59,175	53,058	6,118
243,469	369,393	(125,925)	384,244	369,393	14,851
221,354	223,396	(2,042)	259,739	223,396	36,343
95,329	86,937	8,393	105,390	86,937	18,454
37,399	21,660	15,739	15,917	21,660	(5,743)
52,263	44,653	7,610	45,112	44,653	459
84,247	138,870	(54,622)	140,518	138,870	1,648
316,003	356,858	(40,854)	355,153	356,858	(1,705)
763,294	753,677	9,617	789,110	753,677	35,433
291,928	301,300	(9,372)	310,482	301,300	9,182
64,416	64,377	39	64,699	64,377	322
83,352	85,972	(2,620)	85,637	85,972	(335)
88,751	64,614	24,137	60,222	64,614	(4,392)
127,070	95,358	31,712	106,979	95,358	11,622
3,225,883	3,315,475	(89,593)	3,525,664	3,315,475	210,189

**ELECTRIC FUND
1ST QUARTER PERFORMANCE**



EXHIBIT A

TOTAL OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS PRIOR YEAR		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	ACT FY13B	ACT FY13	VARIANCE
DISTRIBUTION REVENUES					
311,488	310,094	(1,394)	319,375	310,094	(9,281)
1,053,095	1,022,145	(30,950)	1,109,616	1,022,145	(87,471)
122,645	121,772	(873)	117,800	121,772	3,972
6,734	7,265	531	6,106	7,265	1,159
(28,249)	1,246	29,496	1,325	1,246	(79)
1,465,712	1,462,522	(3,190)	1,554,222	1,462,522	(91,699)
GENERATION REVENUES					
5,020,607	4,930,657	(89,950)	5,301,143	4,930,657	(370,486)
(1,066,730)	(521,118)	545,612	(604,858)	(521,118)	83,740
(536,029)	(724,002)	(187,973)	(724,191)	(724,002)	189
0	0	0	0	0	0
3,417,848	3,685,537	267,689	3,972,094	3,685,537	(286,557)
4,883,561	5,148,059	264,498	5,526,315	5,148,059	(378,256)
112,063	94,385	(17,678)	121,944	94,385	(27,559)
4,995,624	5,242,444	246,820	5,648,259	5,242,444	(405,815)

(1) The City over recovers through revenues in the Fall/Winter/Spring and under recovers in the Summer.

EXHIBIT B

TOTAL USES OF OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS PRIOR YEAR		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	ACT FY13B	ACT FY13	VARIANCE
DISTRIBUTION EXPENDITURES					
695,754	530,705	165,049	765,210	530,705	234,505
82,883	10,148	72,735	0	10,148	(10,148)
409,441	387,722	21,719	420,416	387,722	32,694
3,188	3,188	0	2,391	3,188	(797)
560	600	(40)	600	600	0
2,248	3,834	(1,587)	5,000	3,834	1,166
1,194,073	936,198	257,876	1,193,617	936,198	257,420
GENERATION EXPENDITURES					
3,417,848	3,685,537	(267,689)	3,972,093	3,685,537	286,556
3,417,848	3,685,537	(267,689)	3,972,093	3,685,537	286,556
383,173	363,169	20,004	462,536	363,169	99,367
4,995,095	4,984,903	10,191	5,628,247	4,984,903	643,344

(2) This project is monitored in Fund 108 but is an expenditure of the Electric Fund.

(3) Excludes depreciation but includes uncollectible accounts.

**ELECTRIC FUND
1ST QUARTER PERFORMANCE**



EXHIBIT C

NET REVENUES

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS PRIOR YEAR		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
529	257,541	257,012	DISTRIBUTION NET REVENUES	20,012	257,541	237,529
0	0	(0)	GENERATION NET REVENUES	0	0	(0)
529	257,541	257,011	TOTAL NET REVENUES	20,012	257,541	237,529

EXHIBIT D

WORKING CAPITAL BALANCE

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS PRIOR YEAR		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
6,313,055	6,631,950	318,895	BEGINNING BALANCE	6,631,950	6,631,950	0
529	257,541	257,011	NET REVENUES	20,012	257,541	237,529
0	0	0	CAFR ADJ	0	0	0
6,313,584	6,889,491	575,906	ENDING BALANCE	6,651,962	6,889,491	237,529

EXHIBIT E

DEPARTMENT EXPENDITURES BY CATEGORY

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS PRIOR YEAR		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
			EXPENSE CATEGORY			
363,581	340,491	23,090	PERSONNEL	393,751	340,491	53,260
33,309	42,612	(9,303)	SUPPLIES	38,477	42,612	(4,135)
15,621	8,817	6,804	MAINTENANCE	15,820	8,817	7,003
112,568	63,600	48,968	SERVICES	146,235	63,600	82,636
145,631	52,636	92,995	CAPITAL (SEE EXHIBIT I)	140,639	52,636	88,003
25,044	22,550	2,494	SUNDRY	30,288	22,550	7,738
695,754	530,705	165,049	TOTAL DEPT EXPENDITURES	765,210	530,705	234,505

**ELECTRIC FUND
1ST QUARTER PERFORMANCE**



EXHIBIT F

DEPARTMENT EXPENDITURES BY DEPARTMENT

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS PRIOR YEAR		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
			DEPARTMENT			
116,563	92,577	23,986	DEPT 132 - UTILITY BILLING	120,759	92,577	28,183
133,830	132,413	1,418	DEPT 160 - PUBLIC UTILITIES	154,898	132,413	22,485
445,361	305,716	139,645	DEPT 161 - ELECTRIC	489,553	305,716	183,837
695,754	530,705	165,049	TOTAL DEPT EXPENDITURES	765,210	530,705	234,505

EXHIBIT G

AMR METER PROJECT

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS PRIOR YEAR		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
4,113	6,941	2,828	# OF AMR METERS	6,986	6,941	(45)
2,790	0	(2,790)	# OF NON-AMR METERS	0	0	0
6,903	6,941	38	TOTAL # OF METERS	6,986	6,941	(45)
59.58%	100.00%	40.42%	AMR % OF METERS	100.00%	100.00%	0.00%

**ELECTRIC FUND
1ST QUARTER PERFORMANCE**



EXHIBIT H

CAPITAL EXPENDITURE DETAIL

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS PRIOR YEAR		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
0	1,416	(1,416)	DEPT 160 - SCADA ADDIN PHASE 4	9,600	1,416	8,184
11,892	0	11,892	DEPT 160 - SCADA SERVER	0	0	0
0	2,599	(2,599)	DEPT 161 - ACSR CUTTER	8,999	2,599	6,400
3,762	0	3,762	DEPT 161 - SCALE	0	0	0
1,296	0	1,296	DEPT 161 - DOLLIE	0	0	0
1,795	0	1,795	DEPT 161 - AUGER	0	0	0
1,434	0	1,434	DEPT 161 - INS ADAPTER	0	0	0
0	2,060	(2,060)	61C-14 AUTO CAPACITOR BANKS	2,100	2,060	40
0	711	(711)	61C-19 SYSTEM PROTECTION	800	711	89
18,303	8,495	9,808	61C-21 ANNUAL POLE CHGOUT	8,800	8,495	305
0	8,222	(8,222)	61C-28 WALNUT HILL UPGRADE	8,500	8,222	278
41,975	8,186	33,789	61C-37 ANNUAL SVC REPLACEMENTS	64,100	8,186	55,914
2,078	4,197	(2,119)	61C-38 ANNUAL NEW SVC INSTALLS	17,640	4,197	13,443
135	107	28	61C-42 ANNUAL NEW ST LIGHTS	1,500	107	1,393
1,836	0	1,836	61C-43 ANNUAL REPLACE ST LTS	0	0	0
19,582	2,063	17,519	61C-56 WOODBRIDGE SUB	2,500	2,063	437
16,731	2,279	14,452	61C-57 BLUE BELL FEEDER RECON	2,500	2,279	221
5,000	288	4,712	61C-58 BLINN SVC IMPROVEMENT	500	288	212
1,542	0	1,542	61C-59 NEW SVC VALMONT	0	0	0
4,262	0	4,262	61C-60 577 BRIDGE PROJECT	0	0	0
12,181	0	12,181	61C-61 2012 MAIN FEEDER PROJ	0	0	0
1,828	0	1,828	61C-63 ST JOSEPH CLINIC	0	0	0
0	11,128	(11,128)	61C-65 PADMOUNT SWITCH GEAR	12,000	11,128	872
0	63	(63)	61C-66 BLINN POLE BREAKER	100	63	37
0	822	(822)	61C-70 BRENHAM CLINIC	1,000	822	178
145,632	52,636	92,996	TOTAL	140,639	52,636	88,003

**GAS FUND
1ST QUARTER PERFORMANCE**



EXHIBIT A

TOTAL OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS PRIOR YEAR		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	ACT FY13B	ACT FY13	VARIANCE
DISTRIBUTION REVENUES					
269,926	270,864	938	282,118	270,864	(11,254)
125	199	74	175	199	24
4,642	3,537	(1,105)	3,125	3,537	412
274,692	274,600	(92)	285,418	274,600	(10,818)
COMMODITY REVENUES					
701,544	720,286	18,742	733,232	720,286	(12,947)
(337,254)	(352,729)	(15,476)	(453,694)	(352,729)	100,964
364,290	367,556	3,266	279,539	367,556	88,018
638,982	642,156	3,174	564,956	642,156	77,200

EXHIBIT B

TOTAL USES OF OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS PRIOR YEAR		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	ACT FY13B	ACT FY13	VARIANCE
DISTRIBUTION EXPENDITURES					
89,450	108,809	(19,359)	115,698	108,809	6,889
15,523	39,149	(23,626)	0	39,149	(39,149)
44,395	44,689	(294)	39,316	44,689	(5,373)
678	678	(0)	508	678	(169)
(18)	385	(403)	0	385	(385)
150,027	193,710	(43,683)	155,522	193,710	(38,187)
COMMODITY EXPENDITURES					
442,711	422,708	20,003	349,287	422,708	(73,421)
442,711	422,708	20,003	349,287	422,708	(73,421)
104,996	98,321	6,675	129,267	98,321	30,946
697,734	714,739	(17,004)	634,076	714,739	(80,663)

(1) THIS PROJECT IS MONITORED IN FUND 108 BUT IS AN EXPENDITURE OF THE FUND.

(2) INCLUDES INVENTORY ADJUSTMENTS.

**GAS FUND
1ST QUARTER PERFORMANCE**



EXHIBIT G

AMR METER PROJECT

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS PRIOR YEAR		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
1,673	4,295	2,622	# OF AMR METERS	4,300	4,295	(5)
2,589	0	(2,589)	# OF NON-AMR METERS	0	0	0
4,262	4,295	33	TOTAL # OF METERS	4,300	4,295	(5)
39.25%	100.00%	60.75%	AMR % OF METERS	100.00%	100.00%	0.00%

EXHIBIT H

CAPITAL EXPENDITURE DETAIL

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS PRIOR YEAR		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
3,005	3,671	(666)	62C-17 ANNUAL SVC REPLACEMENTS	3,125	3,671	(546)
2,485	4,347	(1,862)	62C-18 NEW SVC INSTALLS	13,125	4,347	8,778
484	0	484	62C-20 MAIN BLINN AG BLDG	0	0	0
1,258	0	1,258	62C-22 SW INDUSTRIAL PK EXT	0	0	0
0	511	(511)	62C-25 REPLACE 2" STEEL MAIN	4,317	511	3,806
7,232	8,528	(1,296)	TOTAL	20,567	8,528	12,039

**WATER FUND
1ST QUARTER PERFORMANCE**



EXHIBIT A

TOTAL OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD ACT FY12	YTD ACT FY13	FAV/(UNFAV) VARIANCE	YTD ACT FY13B	YTD ACT FY13	FAV/(UNFAV) VARIANCE
REVENUES					
1,238,426	1,097,373	(141,053)	1,210,626	1,097,373	(113,253)
682	1,366	684	814	1,366	553
37,721	23,139	(14,581)	26,093	23,139	(2,953)
1,276,829	1,121,879	(154,950)	1,237,532	1,121,879	(115,653)
0	0	0	0	0	0
1,276,829	1,121,879	(154,950)	1,237,532	1,121,879	(115,653)

(1) RESIDUAL BOND PROCEEDS FROM 2008 DEBT ISSUANCE RELEASED FROM RESTRICTED CASH AT YEAR-END.

EXHIBIT B

TOTAL USES OF OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD ACT FY12	YTD ACT FY13	FAV/(UNFAV) VARIANCE	YTD ACT FY13B	YTD ACT FY13	FAV/(UNFAV) VARIANCE
EXPENDITURES					
371,536	415,486	(43,950)	400,741	415,486	(14,745)
0	12,831	(12,831)	0	12,831	(12,831)
0	39,767	(39,767)	0	39,767	(39,767)
0	0	0	0	0	0
77,492	103,797	(26,305)	175,000	103,797	71,203
86,690	76,816	9,874	83,355	76,816	6,539
271,630	272,681	(1,051)	272,407	272,681	(274)
66,413	66,413	0	66,413	66,413	0
(142)	(165)	23	500	(165)	665
873,619	987,626	(114,007)	998,416	987,626	10,790
101,723	100,037	1,687	123,723	100,037	23,686
975,342	1,087,662	(112,320)	1,122,138	1,087,662	34,476

(1) THIS PROJECT IS MONITORED IN FUND 108 BUT IS AN EXPENDITURE OF THE FUND.

(2) EXCLUDES DEPRECIATION, AMORTIZED BOND COSTS/CHARGES, FIXED ASSET CLEARING ACCT BUT INCLUDES INVENTORY ADJUSTMENTS.

**WATER FUND
1ST QUARTER PERFORMANCE**



EXHIBIT C

NET REVENUES

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
1,276,829	1,121,879	(154,950)	TOTAL OPERATING RESOURCES	1,237,532	1,121,879	(115,653)
975,342	1,087,662	(112,320)	TOTAL USES OF OP RESOURCES	1,122,138	1,087,662	34,476
301,487	34,217	(267,270)	NET REVENUES	115,394	34,217	(81,177)

EXHIBIT D

WORKING CAPITAL BALANCE

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
2,119,885	2,328,885	209,000	BEGINNING BALANCE	2,328,885	2,328,885	0
301,487	34,217	(267,270)	NET REVENUES	115,394	34,217	(81,177)
0	0	0	CAFR ADJ	0	0	0
2,421,372	2,363,102	(58,270)	ENDING BALANCE	2,444,279	2,363,102	(81,177)

EXHIBIT E

DEPARTMENT EXPENDITURES BY CATEGORY

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
133,854	138,883	(5,029)	PERSONNEL	139,244	138,883	361
104,378	52,795	51,582	SUPPLIES	89,678	52,795	36,883
37,279	33,962	3,316	MAINTENANCE	51,545	33,962	17,583
57,845	69,505	(11,660)	SERVICES	71,892	69,505	2,387
33,301	116,537	(83,237)	CAPITAL	44,125	116,537	(72,412)
4,881	3,803	1,078	SUNDRY	4,257	3,803	454
371,536	415,486	(43,950)	TOTAL DEPT EXPENDITURES	400,741	415,486	(14,745)

EXHIBIT F

DEPARTMENT EXPENDITURES BY DEPARTMENT

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
235,476	218,879	16,597	DEPT 163 - WATER TREATMENT	247,317	218,879	28,438
136,060	196,607	(60,547)	DEPT 164 - WATER CONSTRUCTION	153,424	196,607	(43,184)
371,536	415,486	(43,950)	TOTAL DEPT EXPENDITURES	400,741	415,486	(14,745)

**WATER FUND
1ST QUARTER PERFORMANCE**



EXHIBIT G

AMR METER PROJECT

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
3,720	5,909	2,189	# OF AMR METERS	5,635	5,909	274
3,527	1,408	(2,119)	# OF NON-AMR METERS	1,753	1,408	(345)
7,247	7,317	70	TOTAL # OF METERS	7,388	7,317	(71)
51.33%	80.76%	29.43%	AMR % OF METERS	76.27%	80.76%	4.48%

EXHIBIT H

CAPITAL EXPENDITURE DETAIL

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
0	1,636	(1,636)	DEPT 163 A/C CHEMICAL ROOM	1,550	1,636	(86)
0	2,862	(2,862)	DEPT 164 COMPRESSOR/GENERATOR	3,500	2,862	638
0	3,340	(3,340)	DEPT 164 CHAIN SAW	2,700	3,340	(640)
0	2,875	(2,875)	DEPT 164 TAPPING KIT	3,000	2,875	125
800	0	800	DEPT 164 BREAK ROOM REFURB	0	0	0
15,904	0	15,904	DEPT 164 TOP60B BREAKER	0	0	0
1,571	1,941	(370)	64C-13 SVC REPLACEMENTS	4,188	1,941	2,246
13,121	1,825	11,296	64C-14 NEW SVC INSTALLS	4,188	1,825	2,362
671	0	671	64C-19 INDUSTRIAL PK EXPANSION	0	0	0
1,233	0	1,233	64C-21 HW 36S/NICHOLS DEV	0	0	0
0	92,839	(92,839)	64C-22 WTR DIST SYSTEM IMPRV	0	92,839	(92,839)
0	9,219	(9,219)	64C-24 HWY 36N UTILITY EXT	25,000	9,219	15,781
33,301	116,537	(83,236)	TOTAL	44,125	116,537	(72,412)

**WASTEWATER FUND
1ST QUARTER PERFORMANCE**



EXHIBIT A

TOTAL OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	ACT FY13B	ACT FY13	VARIANCE
REVENUES					
928,934	886,560	(42,374)	930,771	886,560	(44,211)
9,351	12,889	3,538	17,500	12,889	(4,611)
7,195	11,312	4,117	7,380	11,312	3,932
273	581	308	348	581	233
0	0	0	0	0	0
350	2,037	1,687	175	2,037	1,862
946,102	913,379	(32,724)	956,174	913,379	(42,795)
0 TRANSFERS-IN					
946,102	913,379	(32,724)	956,174	913,379	(42,795)
TOTAL OPERATING RESOURCES					

EXHIBIT B

TOTAL USES OF OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	ACT FY13B	ACT FY13	VARIANCE
EXPENDITURES					
302,764	323,695	(20,931)	338,348	323,695	14,652
77,192	51,997	25,195	87,500	51,997	35,503
65,025	62,059	2,966	65,154	62,059	3,095
283,139	285,571	(2,432)	294,410	285,571	8,839
(115)	(1,350)	1,236	0	(1,350)	1,350
728,005	721,973	6,033	785,412	721,973	63,439
100,670	104,194	(3,524)	122,405	104,194	18,212
828,675	826,166	2,509	907,817	826,166	81,651
TOTAL USES OF OP RESOURCES					

(1) THIS PROJECT IS MONITORED IN FUND 108 BUT IS AN EXPENDITURE OF THE FUND.

(2) EXCLUDES DEPRECIATION, AMORT BOND COSTS/CHARGES AND FIXED ASSET CLEARING ACCT. INCLUDES INVENTORY ADJUSTMENTS.

**WASTEWATER FUND
1ST QUARTER PERFORMANCE**



EXHIBIT C

NET REVENUES

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
946,102	913,379	(32,724)	TOTAL OPERATING RESOURCES	956,174	913,379	(42,795)
828,675	826,166	2,509	TOTAL USES OF OP RESOURCES	907,817	826,166	81,651
117,427	87,212	(30,214)	NET REVENUES	48,357	87,212	38,856

EXHIBIT D

WORKING CAPITAL BALANCE

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
573,812	633,859	60,047	BEGINNING BALANCE	633,859	633,859	0
117,427	87,212	(30,214)	NET REVENUES	48,357	87,212	38,856
0	0	0	CAFR ADJ	0	0	0
691,239	721,071	29,833	ENDING BALANCE	682,216	721,071	38,856

EXHIBIT E

DEPARTMENT EXPENDITURES BY CATEGORY

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE		ACT FY13B	ACT FY13	VARIANCE
			EXPENDITURE CATEGORY			
113,792	105,925	7,867	PERSONNEL	122,053	105,925	16,128
34,455	27,914	6,541	SUPPLIES	33,312	27,914	5,398
22,201	40,483	(18,282)	MAINTENANCE	38,314	40,483	(2,169)
86,974	97,269	(10,296)	SERVICES	95,926	97,269	(1,344)
25,622	35,268	(9,646)	CAPITAL (SEE EXHIBIT G)	28,756	35,268	(6,512)
19,720	16,835	2,885	SUNDRY	19,987	16,835	3,152
302,764	323,695	(20,931)	TOTAL DEPT EXPENDITURES	338,348	323,695	14,652

**WASTEWATER FUND
1ST QUARTER PERFORMANCE**



EXHIBIT F

DEPARTMENT EXPENDITURES BY DEPARTMENT

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	ACT FY13B	ACT FY13	VARIANCE
DEPARTMENTS					
84,805	115,120	(30,315)	128,470	115,120	13,351
217,959	208,576	9,383	209,877	208,576	1,302
302,764	323,695	(20,931)	338,348	323,695	14,652
TOTAL DEPT EXPENDITURES					

EXHIBIT G

CAPITAL EXPENDITURE DETAIL

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	ACT FY13B	ACT FY13	VARIANCE
3,100	0	3,100	0	0	0
0	380	(380)	400	380	20
1,397	0	1,397	0	0	0
290	244	46	300	244	56
825	0	825	0	0	0
1,345	30	1,315	0	30	(30)
1,850	0	1,850	0	0	0
1,112	0	1,112	0	0	0
1,233	0	1,233	0	0	0
0	268	(268)	300	268	33
20	0	20	0	0	0
0	34,347	(34,347)	27,756	34,347	(6,591)
14,451	0	14,451	0	0	0
25,622	35,268	(9,646)	28,756	35,268	(6,512)
TOTAL					

**SANITATION FUND
1ST QUARTER PERFORMANCE**



EXHIBIT A

TOTAL OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET			
YTD ACT FY12	YTD ACT FY13	FAV/(UNFAV) VARIANCE		YTD ACT FY13B	YTD ACT FY13	FAV/(UNFAV) VARIANCE
REVENUES						
186,326	201,782	15,455	TRANSFER STATION	194,750	201,782	7,032
93,810	68,985	(24,824)	COLLECTION STATION	99,750	68,985	(30,765)
35,375	15,942	(19,434)	RECYCLING CENTER	40,000	15,942	(24,058)
486,247	481,591	(4,656)	RESIDENTIAL COLLECTION	493,665	481,591	(12,074)
164	316	152	INTEREST EARNED	238	316	79
200	16,778	16,578	OTHER REVENUE	113	16,778	16,665
802,123	785,394	(16,729)	TOTAL REVENUES	828,515	785,394	(43,121)
802,123	785,394	(16,729)	TOTAL OPERATING RESOURCES	828,515	785,394	(43,121)

EXHIBIT B

TOTAL USES OF OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET			
YTD ACT FY12	YTD ACT FY13	FAV/(UNFAV) VARIANCE		YTD ACT FY13B	YTD ACT FY13	FAV/(UNFAV) VARIANCE
EXPENDITURES						
518,103	539,499	(21,396)	OPERATING DEPARTMENTS	545,470	539,499	5,971
20,341	20,338	3	FRANCHISE TAX	20,775	20,338	438
1,183	1,183	0	DEBT SERVICE	887	1,183	(296)
388	394	(6)	OTHER (1)	0	394	(394)
540,015	561,413	(21,398)	TOTAL EXPENDITURES	567,133	561,413	5,719
77,701	73,732	3,969	TRANSFERS-OUT	97,365	73,732	23,633
617,716	635,145	(17,429)	TOTAL USES OF OP RESOURCES	664,498	635,145	29,352

(1) EXCLUDES POST RETIREMENT BENEFITS, AND DEPRECIATION BUT INCLUDES INVENTORY ADJUSTMENTS AND UNCOLLECTIBLE ACCTS.

EXHIBIT C

NET REVENUES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET			
YTD ACT FY12	YTD ACT FY13	FAV/(UNFAV) VARIANCE		YTD ACT FY13B	YTD ACT FY13	FAV/(UNFAV) VARIANCE
802,123	785,394	(16,729)	TOTAL OPERATING RESOURCES	828,515	785,394	(43,121)
617,716	635,145	(17,429)	TOTAL USES OF OP RESOURCES	664,498	635,145	29,352
184,406	150,248	(34,158)	NET REVENUES	164,018	150,248	(13,769)

**SANITATION FUND
1ST QUARTER PERFORMANCE**



EXHIBIT D

WORKING CAPITAL BALANCE

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	ACT FY13B	ACT FY13	VARIANCE
720,040	864,874	144,834	864,874	864,874	0
184,406	150,248	(34,158)	164,018	150,248	(13,769)
0	0	0	0	0	0
904,446	1,015,122	110,676	1,028,892	1,015,122	(13,769)

EXHIBIT E

DEPARTMENT EXPENDITURES BY CATEGORY

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	ACT FY13B	ACT FY13	VARIANCE
109,659	109,881	(223)	118,963	109,881	9,081
45,216	43,202	2,014	44,329	43,202	1,127
21,412	27,750	(6,339)	23,350	27,750	(4,400)
314,579	331,009	(16,431)	330,479	331,009	(530)
17,996	19,325	(1,329)	18,000	19,325	(1,325)
9,242	8,331	911	10,349	8,331	2,018
518,103	539,499	(21,396)	545,470	539,499	5,971

EXHIBIT F

DEPARTMENT EXPENDITURES BY DEPARTMENT

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY12	ACT FY13	VARIANCE	ACT FY13B	ACT FY13	VARIANCE
116,491	146,007	(29,516)	123,914	146,007	(22,093)
72,181	74,359	(2,178)	85,878	74,359	11,519
30,154	45,882	(15,729)	53,414	45,882	7,532
299,277	273,250	26,027	282,264	273,250	9,014
518,103	539,499	(21,396)	545,470	539,499	5,971

**SANITATION FUND
1ST QUARTER PERFORMANCE**



EXHIBIT G

CAPITAL EXPENDITURE DETAIL

<u>ACTUAL VERSUS PRIOR YEAR</u>				<u>ACTUAL VERSUS BUDGET</u>		
<u>YTD</u>	<u>YTD</u>	<u>FAV/(UNFAV)</u>		<u>YTD</u>	<u>YTD</u>	<u>FAV/(UNFAV)</u>
<u>ACT FY12</u>	<u>ACT FY13</u>	<u>VARIANCE</u>		<u>ACT FY13B</u>	<u>ACT FY13</u>	<u>VARIANCE</u>
0	1,625	(1,625)	MODEL AIRPORT ENTRANCE	10,000	1,625	8,375
0	17,700	(17,700)	BALER	18,000	17,700	300
17,996	0	17,996	TRUCKS	0	0	0
17,996	19,325	(1,329)	TOTAL	28,000	19,325	8,675



AGENDA ITEM 8

DATE OF MEETING: April 18, 2013	DATE SUBMITTED: April 10, 2013	
DEPT. OF ORIGIN: I.T.	SUBMITTED BY: Gary Jeter	
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: Discussion and Presentation on a Proposed Interagency Cooperation Contract Between the City of Brenham and Region 6 Educational Service Center (ESC6) for the Use of Fiber and Installation of Wireless Equipment on a City of Brenham Radio Transmission Tower		
SUMMARY STATEMENT: ESC6 has requested cooperation through an ILA with the City of Brenham on a project that will bring broadband internet to rural school districts. Costs to the City would be minimal and the City would benefit from a stronger wireless signal to the Lake Somerville midpoint location.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Interagency Cooperation Contract between the City of Brenham and Region 6 Educational Service Center (ESC6); (2) Wireless Broadband ILA Summary; and (3) Lease and Electric Service Agreement between the City of Brenham and Central Washington County Water Supply Cooperation (CWCWSC)		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Discussion Only		
APPROVALS: Terry K. Roberts		

INTERAGENCY COOPERATION CONTRACT

THE STATE OF TEXAS

COUNTY OF

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as contracting parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act," Texas Government Code, Ch 771 et seq and the "Interlocal Cooperation Act," Texas Government Code, Ch 791 et seq ("Agreement").

I. CONTRACTING PARTIES:

The Receiving Agency: Region 6 Educational Center

The Performing Agency: The City of Brenham

II. STATEMENT OF SERVICES TO BE PERFORMED:

The City of Brenham will make available to the Region 6 Educational Service Center (ESC6) space on a radio transmission tower to support network access to Independent School Districts in the vicinity of Brenham. The network will make available a WiMax Broadband network in collaboration with Blinn College, Texas A&M University, City of Brenham and others. The services will include tower space, reasonable rack mount space within the communications shed and reasonable power. The City of Brenham will also provide one pair of fiber optic cable from the transmission tower location to the Blinn Student Center. The City of Brenham will assume power charges for all added equipment at both the transmission tower and CWCWSC tower. The City of Brenham will be allowed to improve its network connection to the CWCWSC location by routing their traffic on the ESC6 equipment from the transmission tower. ESC6 will provide an engineering structure study of the proposed transmission tower. In the event a new tower is built in the future on the CWCWSC location, the City of Brenham will be allowed to install its equipment on it at no charge. The City of Brenham will be allowed to utilize services on the WiMax network at costs established by the BVCNet organization. The WiMax network will establish a licensed Microwave link between Brenham, Gay Hill, Somerville and Burton. These links can be used to support City of Brenham communications requirements including law enforcement, utilities, and other departments. These links can also be used to expand the BVWACS P25 radio network.

ESC6 will fund all construction required to complete this installation. Mounting hardware and network equipment specifications will be provided to the City of Brenham for approval prior to the commencement of any construction. Proof of Insurance will be provided to the City of Brenham by ESC6. This proof of insurance will be provided by the sub-contractor that is responsible for the installation.

III. CONTRACT AMOUNT:

There will be no costs for the services provided.

IV. TERM OF CONTRACT:

This Contract is to begin 1 January, 2013 and will terminate on December 31, 2018.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that: (1) the services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected agencies of State Government, and (2) the services, materials, or equipment contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

Termination. This Agreement may be terminated at any time by the City of Brenham or ESC6, with or without cause, upon ninety (180) days written notice to the other party.

Texas Law. This Agreement has been made under and shall be governed by the laws of the State of Texas.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Texas Education Code Chapter 8 and the Current Appropriations Act.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code and the Current Appropriations Act.

The undersigned parties bind themselves to the faithful performance of this contract.

RECEIVING AGENCY

Region 6 Educational Service Center



3-22-2013
Date

PERFORMING AGENCY

The City of Brenham

Date

ESC6 Wireless Broadband ILA Summary

Background:

The City of Brenham has a phone, a video surveillance camera and several pumps and SCADA equipment to monitor the water intake location at Somerville Lake. The Gay Hill Ridge blocks direct line-of-sight connectivity from the City's various towers. Because of this, a number of years ago the City made an agreement with Central Washington County Water Supply Corporation (CWCWSC) for the right to house a small equipment enclosure and a 30' tower on their property on the ridge. This location serves as a midpoint antenna relay from the Jeffries Water Tower to the water intake location at Somerville Lake. The annual lease payment is \$1.00 and the city is billed \$600.00 per year for electricity usage. The city has four radio antennas installed on the 30' tower which allows a phone and video camera, as well as SCADA equipment data to be monitored and accessed from the City's network.

Proposal:

The Region 6 Educational Service Center (ESC6) is trying to provide increased bandwidth for rural school districts. They are proposing a joint effort project between ESC6, Texas A&M University, Blinn College and the City of Brenham to bring broadband internet to the Somerville and Burton independent school districts. The City of Brenham has been asked to 1.) allow an ESC6 radio antenna to be installed 150' up on the Communications radio tower next to the Police Station, 2.) allow use of rack space in the communications hut next to the tower, 3.) provide power to the equipment in this rack, 4.) allow use of a pair of existing fiber optic cables from the tower to the Blinn College Server Room, and to 5.) allow, with CWCWSC's approval, additional equipment to be installed at the Somerville Lake Midpoint location adjacent to the city's existing wireless equipment, as part of the City's lease with CWCWSC. ESC6 will replace the City's equipment enclosure at the midpoint location with a new, weatherproof equipment enclosure and plug into the same electrical circuit. The City's existing equipment will be moved to this new enclosure. Because the City will remove the old enclosure (including the small AC unit), and because the power consumption of the remaining equipment will be less, no power charge increases are expected for the City's annual electricity bill. Other than a few man hours to terminate the fiber and reconnect to the new antenna, a slight monthly increase in power consumption at the Communications hut, no additional costs should occur to the City. After meeting with ESC6, Blinn and CWCWSC officials the City has requested that ESC6 pay for an engineering study of the Communications Tower to ensure that the tower will not be adversely affected by the additional antenna weight. All other labor and expenses (including groundwork, trenching, electrical, etc.) are to be paid for by ESC6.

Benefit to the City:

The City's antennas at the midpoint location are not at optimum height, so the signal strength is not as strong as we would like. Occasionally there are small connectivity problems. By routing our network traffic through the new ESC6 antennas from the communications tower to the midpoint the City will gain increased signal strength which will provide a higher level of network availability to the lake equipment.

Recommendation:

The City staff's recommendation is to enter into the agreement with ESC6. The added signal strength to the remote lake location is worth the small costs associated with the ILA. Signing the ILA will show the City's continued willingness to cooperate toward the common good with other governmental and educational agencies.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

LEASE AND ELECTRIC SERVICE AGREEMENT

The Lease and Electric Service Agreement (Agreement) is entered into between the City of Brenham, Texas (Brenham), a municipal corporation and body politic, and Central Washington County Water Supply Corporation (CWCWSC), a non-profit water supply corporation.

Whereas, CWCWSC owns real property in Washington County, Texas located at 3515 FM 390 West, Brenham, Texas 77833 (Property) wherein CWCWSC has located its Longpoint Water Plant.

Whereas, at some unknown past date, Brenham constructed a water system auto-dialer relay station on the Property and tied the station into the CWCWSC electric supply system.

Whereas, Brenham has not been paying CWCWSC rental or for the electric utility service the station has consumed.

Whereas, CWCWSC and Brenham have long known of this situation and now want to formalize it prospectively in a written agreement.

In consideration of the covenants and consideration provided herein, Brenham and CWCWSC agree to the following:

1. CWCWSC will lease Brenham the roughly 3 x 3 feet space on the Property containing the City's water system auto-dialer relay station. The lease will be for a term of one (1) year with automatic one (1) year renewals unless one party gives the other ninety (90) day written notice of its intent not to renew. The lease consideration shall be one (\$1) dollar per year.
2. Brenham, its employees, agents and contractors shall have the right of ingress/egress over CWCWSC's adjacent property to access the water system auto-dialer relay station. However, to protect the safety of CWCWSC's public drinking water supply, Brenham, its employees, agents and contractors shall not enter into the fenced portion of the Longpoint Water Plant without notice to and consent of CWCWSC, which consent shall not be unreasonably withheld.

3. Brenham shall pay CWCWSC six hundred (\$600) dollars per year for the electric utility service consumed by the water system auto-dialer relay station. This consideration is intended to be at CWCWSC's actual cost and may be recalculated every three (3) years. Both parties agree that any calculation of electric utility service cost by Bluebonnet Electric Cooperative (BEC) shall be deemed to be accurate and acceptable.
4. The Agreement shall become effective on January 1, 2010. All consideration to be paid herein shall be delivered to CWCWSC during January of each year.
5. Brenham shall hold CWCWSC harmless and shall indemnify the corporation for all acts and omissions involving the water system auto-dialer relay station on the Property.
6. CWCWSC shall hold Brenham harmless and shall indemnify the city for all acts and omissions involving the Longpoint Water Plant on the Property.
7. No security deposit shall be required.
8. Brenham agrees to accept the leasehold in its "as is" condition with no warranties or representations by CWCWSC.
9. Brenham agrees not to (a) create a nuisance, (b) operate the premises in violation of Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) rules, (c) permit any waste, or (d) use the premises in any way that is hazardous to the public water supply, would increase insurance premiums, or would void insurance on the Property.
10. If Brenham does not vacate the premises following termination of this lease, Brenham shall be a tenant at will and shall vacate the premises on receipt of notice from CWCWSC.
11. The Agreement is performable in Washington County, Texas where venue over any cause arising hereunder shall lie. This Agreement shall be interpreted broadly under the laws of the State of Texas. The prevailing party in any dispute shall be entitled to reasonable attorney's fees and litigation costs.
12. This Agreement is for the benefit of the named parties only. There are no third party beneficiaries and none are intended.

13. This Agreement and the obligations created herein shall survive execution and shall run with the land. It shall be binding on the parties, their successors and assigns unless found contrary to law or public policy by a court of competent jurisdiction.
14. This Agreement may be recorded by Brenham, at its sole expense, in the public real property records of Washington County, Texas.
15. This Agreement is and shall be the complete agreement of the parties on the subject matter hereof. It supersedes all other agreements, written or verbal. It may be amended only by written agreement signed by both parties and expressly identified as an addendum hereto. This Agreement may be executed in multiple copies each of which shall be deemed to be an original.

ENTERED IN BRENHAM, WASHINGTON COUNTY, TEXAS on Feb 2, 2010.

CITY OF BRENHAM

By: Tom Ran

CENTRAL WASHINGTON COUNTY
WATER SUPPLY CORPORATION

By: Phil Cress

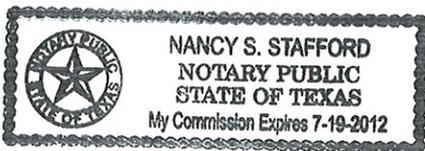
ATTESTATIONS

STATE OF TEXAS

COUNTY OF WASHINGTON

On Feb 2, 2010, Dane Rau did execute the foregoing Lease and Electric Service Agreement for the City of Brenham, Texas and did say that he/she was the Asst. Director of Public Utilities of the City of Brenham and did execute the same in that capacity for the purposes and considerations recited herein.

SEAL



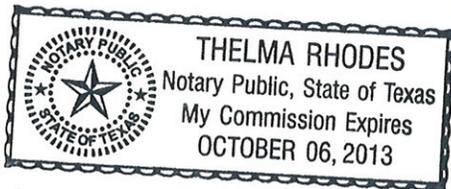
Nancy S. Stafford
Notary Public for the State of Texas
Name: Nancy S. Stafford
Commission expires: 7/19/12

STATE OF TEXAS

COUNTY OF WASHINGTON

On February 10, 2010, Michael Conway did execute the foregoing Lease and Electric Service Agreement for Central Washington County Water Supply Corporation and did say that he/she was the GENERAL MANAGER of the Central Washington County Water Supply Corporation and did execute the same in that capacity for the purposes and considerations recited herein.

SEAL



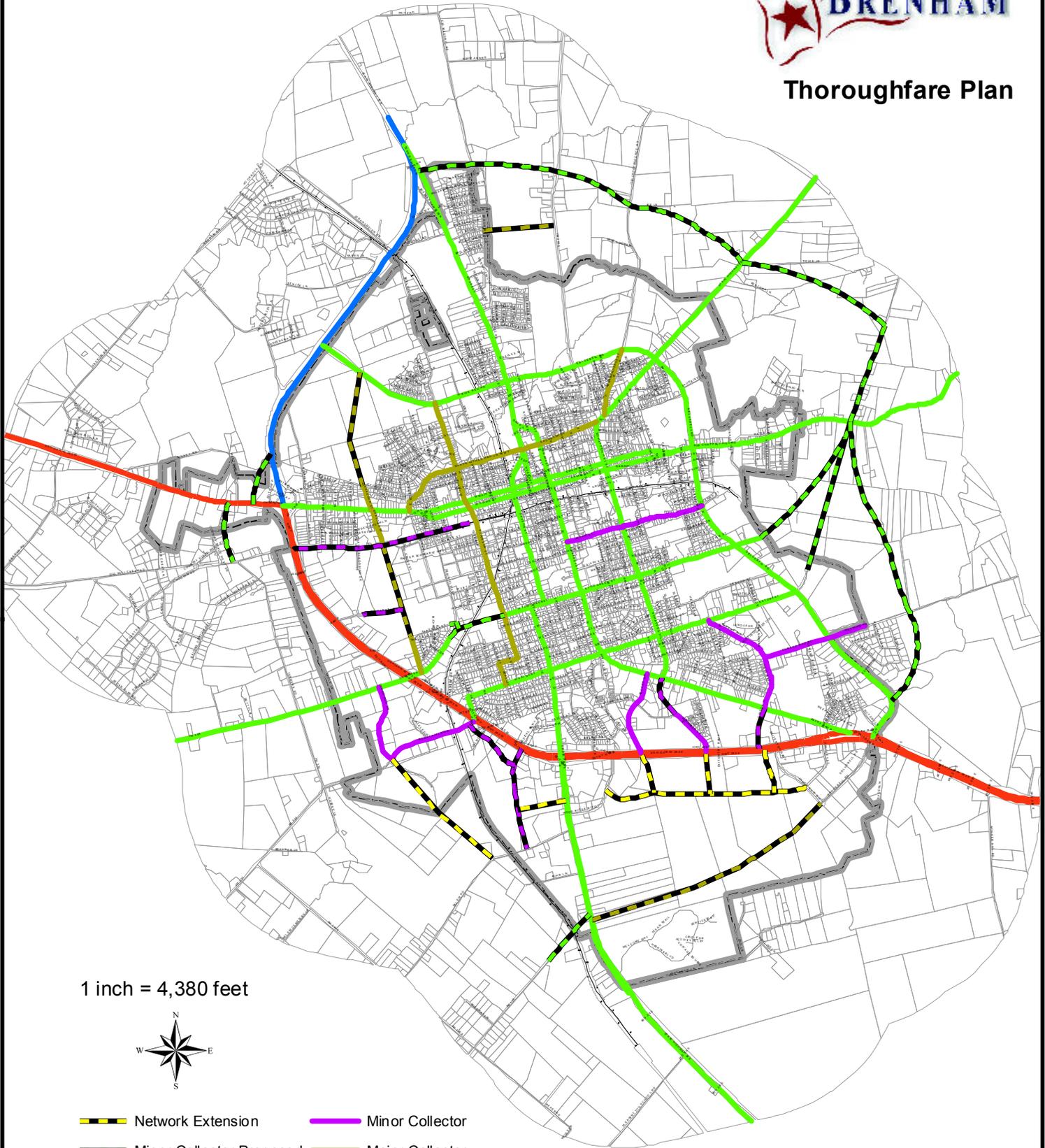
Thelma Rhodes
Notary Public for the State of Texas
Name: Thelma Rhodes
Commission expires: 10/06/13



AGENDA ITEM 9

DATE OF MEETING: April 18, 2013	DATE SUBMITTED: April 11, 2013	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Julie Fulgham	
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: Discussion and Presentation on Amendments to the Thoroughfare Plan Map Within the City of Brenham’s Envision 2020 Comprehensive Plan		
SUMMARY STATEMENT: A Thoroughfare Plan is comprised of two elements: 1. a map showing existing and planned roads by functional classification and right-of-way width; and 2. an associated report on roadway and transpiration corridor plans within a community. A thoroughfare plan map is an integral part of a City’s development regulations. During the subdivision development phase, transportation corridors can be preserved if they are part of the thoroughfare plan map. Staff and the Planning and Zoning Commission have been working on amendments to the City of Brenham’s existing thoroughfare plan map to ensure the City has adequately planned for transportation corridors. Amendments will be presented to Council for further discussion and development of an amended thoroughfare plan map.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Map of Original Thoroughfare Plan; and (2) Map of Proposed Thoroughfare Plan		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Discussion Only		
APPROVALS: Terry K. Roberts		

Thoroughfare Plan



1 inch = 4,380 feet



- | | |
|--|--|
|  Network Extension |  Minor Collector |
|  Minor Collector Proposed |  Major Collector |
|  Minor Arterial Proposed |  Minor Arterial |
|  Major Collector Proposed |  Primary Arterial |
| |  Freeway |

**Proposed
Thoroughfare Plan**



1 inch = 3,500 feet



- | | |
|--|--|
|  Network Extension |  Major Collector |
|  Minor Collector Proposed |  Minor Arterial |
|  Minor Arterial Proposed |  Freeway |
|  Major Collector Proposed |  Primary Arterial |
|  Minor Collector | |



AGENDA ITEM 10

DATE OF MEETING: April 18, 2012		DATE SUBMITTED: April 11, 2013	
DEPT. OF ORIGIN: Development Services		SUBMITTED BY: Julie Fulgham	
MEETING TYPE:		CLASSIFICATION:	
<input checked="" type="checkbox"/> REGULAR		<input checked="" type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input 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: Public Hearing Regarding a Request for Specific Use Permit at 704 Durden Street (Legal Description Being Block 8, Lot 3 of the Durden Courts Addition in the City of Brenham, Washington County, Texas), to Allow an Auxiliary Church Use on the Property			
SUMMARY STATEMENT: This is Public Hearing for a request by Redeemer Church to use the existing residential structure as a Church office and meeting space (auxiliary use space to the adjacent church) located at 704 Durden Street.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference): N/A			
ATTACHMENTS: None			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Discussion Only			
APPROVALS: Terry K. Roberts			



AGENDA ITEM 11

DATE OF MEETING: April 18, 2012	DATE SUBMITTED: April 11, 2013	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Julie Fulgham	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas; Amending the Official Zoning Map to Grant a Specific Use Permit at 704 Durden Street (Legal Description Being Block 8, Lot 3 of the Durden Courts Addition in the City of Brenham, Washington County, Texas), to Allow an Auxiliary Church Use on the Property		
SUMMARY STATEMENT: This is a request by Redeemer Church for a specific use permit to allow the existing residential structure located at 704 Durden Street to be used as a Church office and meeting space (auxiliary use space to the adjacent church). This request complies with the Comprehensive Plan; however, staff recommends placing conditions on this request which are: 1. To protect and maintain the established building line and neighborhood character, staff recommends prohibiting parking within the front yard of this property as part of this specific use request; 2. Signage shall be limited to a 1 foot x 2 foot maximum square-foot non-illuminated sign; and 3. The exterior of the home shall not be altered substantially to reflect a use that is not single-family residential. Allowed modifications shall be limited to handicapped accessibility and the allowed signage. The Planning and Zoning Commission further added two additional conditions to this specific use permit which are: 1. Auxiliary uses do not include shelters for people; and 2. A privacy fence shall be constructed on the eastern property line. With these recommended conditions, both staff and the Planning and Zoning Commission recommend approval of this specific use permit.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p>A. PROS: Allows growth of the adjacent church. Churches are a form of community centers, which are an important aspect of a community.</p> <p>B. CONS: This allows a nonresidential use within a residential neighborhood.</p>		
ALTERNATIVES (In Suggested Order of Staff Preference): 1. Approve ordinance approving specific use permit; 2. Modify ordinance approving specific use permit; 3. Deny specific use permit request.		

ATTACHMENTS: (1) Ordinance approving Specific Use Permit request; and (2) Planning and Zoning Commission Staff Report

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas; amending the Official Zoning Map to grant a Specific Use Permit at 704 Durden Street (Legal Description Being Block 8, Lot 3 of the Durden Courts Addition in the City of Brenham, Washington County, Texas), to allow an Auxiliary Church Use on the property

APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO GRANT A SPECIFIC USE PERMIT FOR AUXILIARY CHURCH USES LOCATED AT 704 DURDEN STREET AND SPECIFICALLY BEING LOT 3 IN BLOCK 8 OF THE DURDEN COURTS ADDITION TO THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, the City of Brenham has adopted Appendix A – “Zoning” of the City of Brenham Code of Ordinances, as amended, which divides the City of Brenham into various zoning districts;

WHEREAS, Appendix A – “Zoning” of the City of Brenham Code of Ordinance authorizes the City Council to grant specific use permits for specific uses within the various zoning districts; and

WHEREAS, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on April 1, 2013;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BRENHAM, TEXAS, THAT APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to grant a specific use permit for auxiliary church uses located at 704 Durden Street and specifically being Lot 3 in Block 8 of the Durden Courts Addition to the City Brenham, Washington County Texas and placing the following conditions on the specific use permit:

1. To protect and maintain the established building line and neighborhood character, parking shall be prohibiting within the front yard of this property as part of this specific use permit;
2. Signage shall be limited to a 1 foot x 2 foot maximum square-foot non-illuminated sign;
3. The exterior of the home shall not be altered substantially to reflect a use that is not single-family residential. Allowed modifications shall be limited to handicapped accessibility required modifications and allowed signage.
4. That the auxiliary uses within this permit do not include shelters; and
5. A 6-foot privacy fence shall be constructed on the eastern property line.

SECTION 2. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 18th day of April, 2013.

PASSED and APPROVED on its second reading this the 2nd day of May, 2013.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Specific Use Request: 704 Durden Street

STAFF CONTACT: Julie Fulgham, Director of Development Services

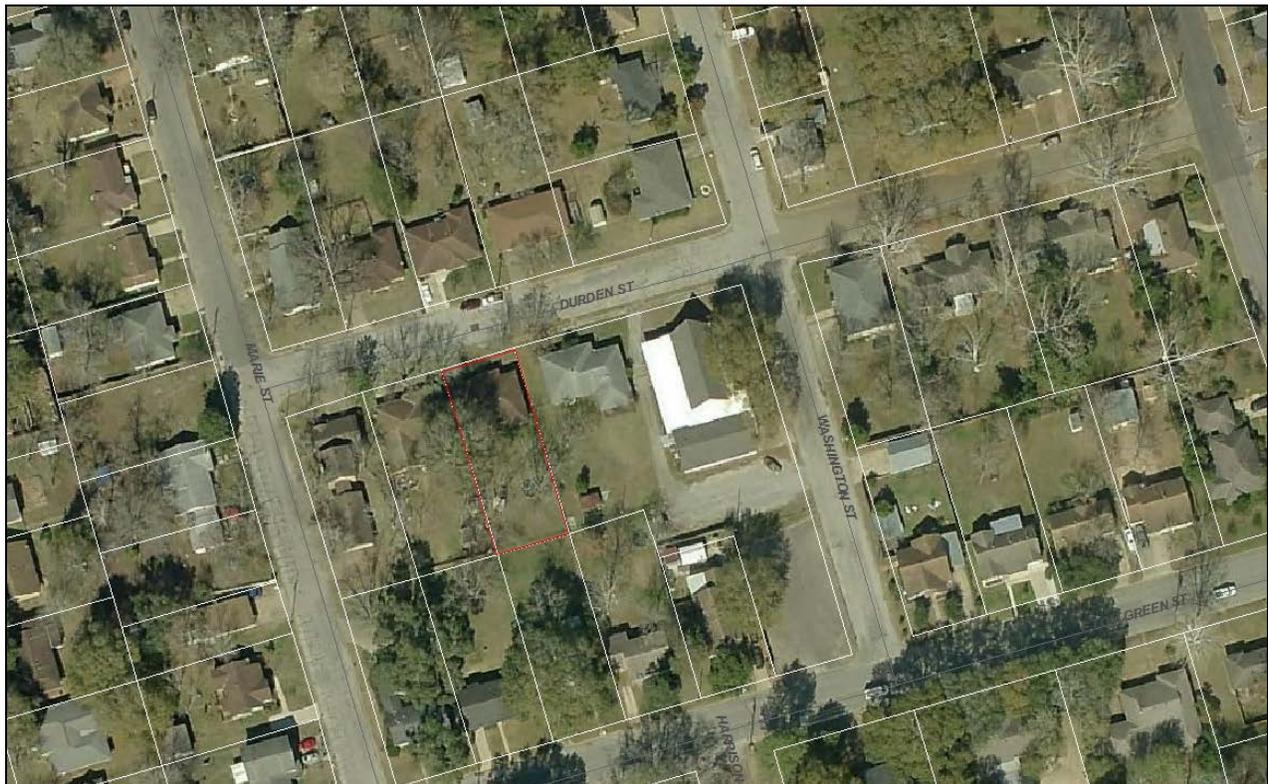
OWNERS/APPLICANTS: Redeemer Church

LEGAL DESCRIPTION: 704 Durden Street, specifically being Lot 3 in Block 8 of the Durden Courts Subdivision, Brenham, Washington County, Texas

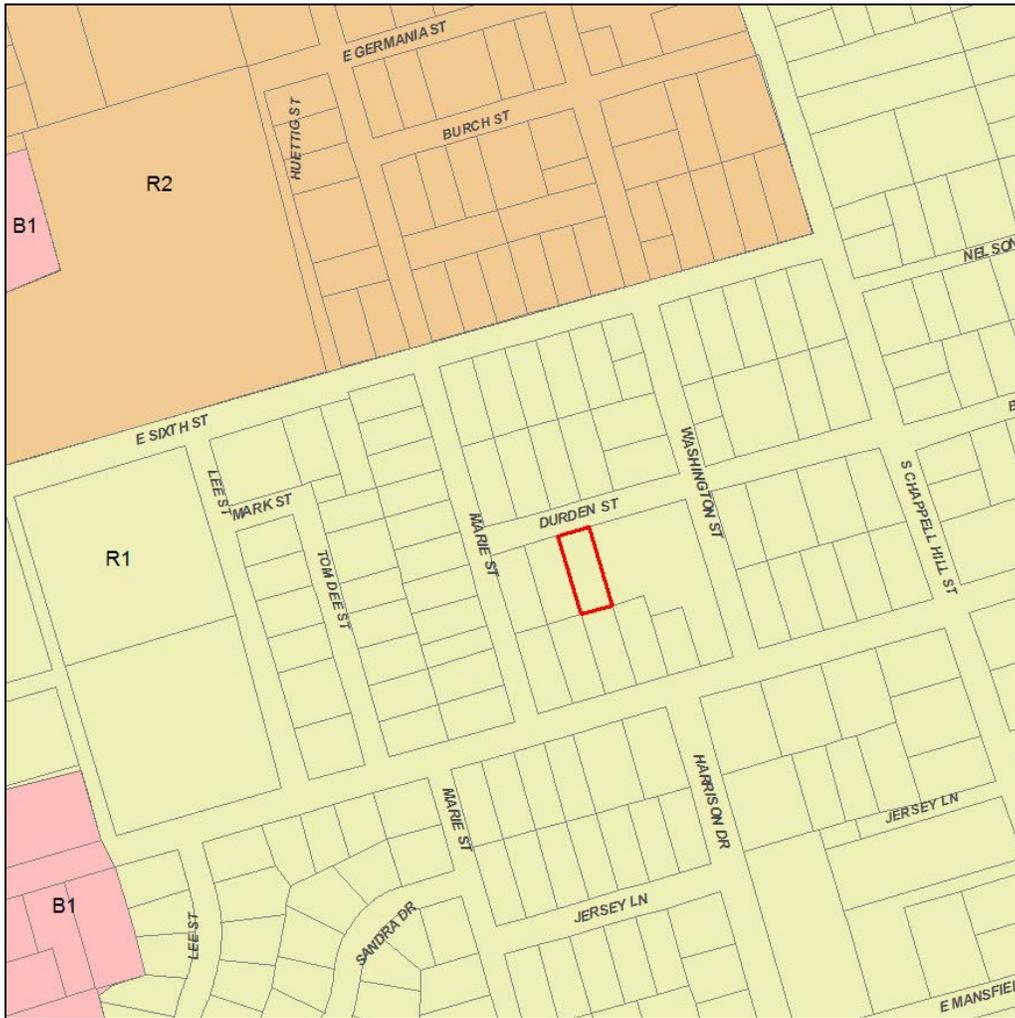
REQUEST: A request for a specific use permit to allow a residence located within a Residential (R-1) zoning district to be used as a related auxiliary use to Redeemer Church, located at 1302 Washington Street and adjacent to the residence.

SUMMARY RECOMMENDATION:

Staff recommends approving the specific use permit request, subject to conditions.



aerial photograph



zoning map

ANALYSIS OF CITY OF BRENHAM ZONING POLICIES:

The purpose of zoning policies is to provide guidelines for considering future amendments to the zoning ordinance (Part 1, Section 4 of Appendix A – “Zoning” of the Brenham Code of Ordinances). They are as follows:

- (1) The city's zoning should recognize and seek to preserve the small town attributes that make Brenham a special place for its citizens to live, work and play.

This request should have no effect on the small town attributes that make Brenham a unique community.

- (2) The city's zoning should be guided by the future land use plan and other applicable guidelines found in the Comprehensive Plan.

This request is for property within an R-1 District and the proposed use is for related auxiliary uses to the adjoining church use. The request does not contradict any portion of the Comprehensive Plan.

- (3) The city's zoning should be designed to facilitate the more efficient use of existing and future city services and utility systems in accordance with the Comprehensive Plan.

This property is currently developed as a single-family residence and the proposed use does not require major site alterations.

(4) The city's zoning should be organized and as straight forward as possible to minimize use problems and enforcement problems.

Surrounding properties are zoned within the R-1 District and conflicts between existing and proposed uses should not arise because of the consistent zoning within the area. Any enlargement of the church would require subsequent specific use permits.

(5) The city's zoning process should be fair and equitable, giving all citizens adequate information and opportunity to be heard prior to adoption of zoning amendments.

All notification requirements were met with this application and a copy of this staff report was provided to the property owners.

(6) The city's zoning should insure that adequate open space is preserved as residential and commercial development and redevelopment occur.

The zoning ordinance limits the amount of impervious coverage allowed on a lot at the time of development. All performance criteria are met for this site. A large amount of open space in residential areas is common due to the ordinance limitations on impervious cover allowed on a single family residential lot.

(7) The city's zoning should insure Brenham's attractiveness for the future location of business and housing by preserving an attractive and safe community environment in order to enhance the quality of life for all of its residents.

The property's use as an auxiliary use to the adjacent church should not impact the future location of businesses or housing within this area. Staff recommends several conditions to this specific use permit to ensure the character of the neighborhood is not affected.

(8) The city's zoning ordinance should preserve neighborhood culture by retaining and promoting land uses consistent with the community's plan for the development and/or redevelopment of its neighborhoods.

Residential neighborhoods nearby should be preserved by the low impact (in terms of traffic, noise, or undesired activity nearby residential uses) of a church. Staff does have recommendations on limiting the amount of parking allowed on this site.

(9) The city's zoning should protect existing and future residential neighborhoods from encroachment by incompatible uses.

This request does allow nonresidential encroachment into the neighborhood but staff does not believe this request is incompatible with nearby residential uses. Churches generally tie a community together, much like neighborhoods. The existing church building and site are compatible in scale to the neighborhood.

(10) The city's zoning should assist in stabilizing property values by limiting or prohibiting the development of incompatible land uses or uses of land or structures which negatively impact adjoining properties.

This property is currently surrounded by R-1 zoning and the continuation of R-1 zoning on this tract will not negatively impact adjoining properties.

(11) The city's zoning should make adequate provisions for a range of commercial uses in existing and future locations that are best suited to serve neighborhood, community and regional markets.

Commercial zoning is not appropriate at this location and in this vicinity; however some nonresidential uses, such as Churches are compatible with neighborhoods, provided the scale is similar to surrounding properties.

(12) The city's zoning should give reasonable accommodation to legally existing incompatible uses, but it should be fashioned in such a way that over time, problem areas will experience orderly change through redevelopment that gradually replaces the nonconforming uses.

The structure on this property is a residential occupancy and changes to the structure will be required for nonresidential uses; however these changes will not prohibit this structure from being used as a residence in the future.

(13) The city's zoning should provide for orderly growth and development throughout the city.

This land is adjacent to an existing church and staff believes if the Commission approves this request, subject to the recommended conditions, the character of the neighborhood will remain and there will be orderly growth and development of this area.

STAFF RECOMMENDATION:

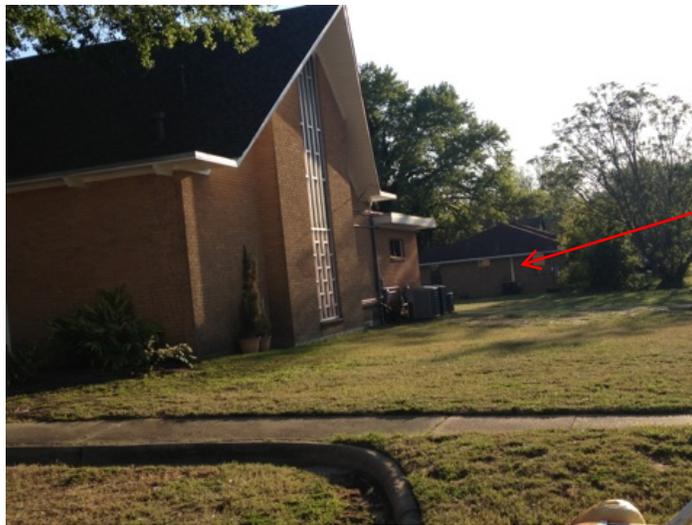
Staff recommends **approving** the specific use permit **with the following conditions:**

1. To protect and maintain the established building line and neighborhood character, staff recommends prohibiting parking within the front yard of this property as part of this specific use request;
2. Signage shall be limited to a 1 foot x 2 foot maximum square-foot non-illuminated sign; and
3. The exterior of the home shall not be altered substantially to reflect a use that is not single-family residential. Allowed modifications shall be limited to handicapped accessibility and the allowed signage.

Photographs:



property



Residen

street view from corner of Durden and Washington Streets



panoramic street view



AGENDA ITEM 12

DATE OF MEETING: April 18, 2013	DATE SUBMITTED: April 15, 2013	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Julie Fulgham	
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 a Request from Adolph Wehmeyer to Reconsider a Variance from Section 23-25(3), Subdivision Ordinance of the Code of Ordinances to Allow the Development of a New Mobile Home Park on Approximately 19.3 Acres Located on FM 389 and Situated Directly West of the Eight Star Corporation's Mobile Home Park (Formerly Known as Wehmeyer Mobile Home Park)		
SUMMARY STATEMENT: Mr. Wehmeyer has resubmitted his request for a variance from Section 25-23(3) of the Subdivision ordinance to vary from the requirement that a mobile home park has a minimum frontage of 200 feet to allow the development of a mobile home park on Mr. Wehmeyer's land directly east of the former Wehmeyer Mobile Home Park, with only 131 feet of frontage. Since there was not a consensus to change the frontage regulations within the subdivision ordinance on the workshop held at the last Council meeting, staff has not drafted a revision to Section 25-23(3); however Mr. Wehmeyer's letter is being forwarded to the Council for additional, and final, action regarding this regulation. Staff believes the request does not conflict with the Comprehensive Plan, as a criterion required for approval of the variance and that this development is consistent with existing development patterns in the area. Staff believes granting this request will relieve development pressures for this type of housing elsewhere within the City or its ETJ. At the February 4, 2013 regular meeting of the Planning and Zoning Commission, the Commission voted unanimously to recommend approval of this variance request to the City Council.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Allows development of affordable housing and initiates annexation of this tract.		
B. CONS: Creates a large mobile home park that may place a strain on City services.		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ordinance No. _____; and (2) Request letter from Mr. Adolph Wehmeyer		
FUNDING SOURCE (Where Applicable): N/A		

RECOMMENDED ACTION: Approve a Request from Adolph Wehmeyer to Reconsider a Variance from Section 23-25(3), Subdivision Ordinance of the Code of Ordinances to Allow the Development of a New Mobile Home Park on Approximately 19.3 Acres Located on FM 389 and Situated Directly West of the Eight Star Corporation's Mobile Home Park (Formerly Known as Wehmeyer Mobile Home Park)

APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 23, SUBDIVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, ALLOWING A VARIANCE TO SECTION 23-25(3) TO ALLOW THE DEVELOPMENT OF A MOBILE HOME PARK WITH ONLY 131 FEET OF FRONTAGE, SPECIFICALLY BEING A 19.3 ACRE PORTION OF TRACT 196 OUT OF THE PHILLIP COE SURVEY AND LOCATED ON FM 389 IN WESTERN BRENHAM, TEXAS.

WHEREAS, the City of Brenham has adopted Chapter 23, Subdivisions, of the City of Brenham Code of Ordinances, which regulates the subdivision of land within the City of Brenham; and

WHEREAS, this variance was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on February 4, 2013;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BRENHAM, TEXAS, THAT A VARIANCE TO CHAPTER 23, SUBDIVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, BE APPROVED IN THE FOLLOWING MANNER:

SECTION 1. That a variance to Chapter 23, Subdivisions, Section 23-25 Mobile home/manufactured home subdivisions (3) Minimum site size, of the Code of Ordinances of the City of Brenham, Texas, to allow the development of a mobile home park with only 131 feet of frontage instead of the required minimum of 200 feet of frontage, specifically being a 19.3 acre portion of Tract 196 out of the Phillip Coe Survey and located on FM 389 in western Brenham, Texas.

SECTION 2. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the ____ day of _____, 2013.

PASSED and APPROVED on its second reading this the ____ day of _____, 2013.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC

Adolph C. Wehmeyer
2103 FM 389
Brenham, Texas 77833
979-836-9768 or 979-251-2240

April 11, 2013

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

Re: Country Side Mobile Home Community
J&C No. B0121-001-00

Dear Mayor Tate:

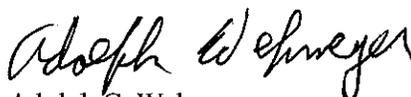
I have been following the deliberations of the Brenham City Council regarding manufactured/mobile home parks with great interest. I would like to reaffirm my intent to develop a new mobile home park on my property located on FM 389. It is my intent to develop the mobile home park in compliance with the City's regulations, if possible. As you know, my initial efforts to develop this new park began in December of 2012. To date, no progress has been made in spite of efforts made by my consultants to secure the appropriate City permits and approvals. I understand that the City is in the process of reviewing the current ordinances and regulations. Please know that I am anxiously awaiting the City Council's decision regarding amendment of the mobile home park regulations so that this project can move forward.

As you may or may not know, before any construction work can begin, my project will require a minimum of sixty (60) days after the City Council makes any revisions to the current ordinances to move through the City's review and approval process. If the City's deliberations regarding possible changes to the ordinance will require an extended period of time, would the City reconsider my previous request for a variance from the minimum frontage rule?

There is a need for affordable housing in Brenham. I am contacted regularly by people who want to rent a mobile space. In today's economy, everyone cannot afford a conventional home. There is a need for additional rental spaces in this community. It is my intent to develop a quality park that will help meet those needs.

Any assistance that you can provide in expediting the process so that this project can move forward will be greatly appreciated. I have no preference as to whether the City changes its ordinance or grants a variance.

Sincerely,


Adolph C. Wehmeyer

P:\PROJECTS\B0121 Wehmeyer\001 Mobile Home Park\General\Letters\PrelimPlatVarianceLetter.docx

cc: Mr. Terry Roberts, City of Brenham, City Manager, City of Brenham, P.O. Box 1059,
Brenham, Texas 77834-1059

Mr. Wm. R. Krueger, P.E., RPLS, Vice President Brenham Operations Manager, Jones
& Carter, Inc., 1500 South Day Street, Brenham, Texas 77833



AGENDA ITEM 13

DATE OF MEETING: April 18, 2013	DATE SUBMITTED: April 10, 2013	
DEPT. OF ORIGIN: I.T.	SUBMITTED BY: Gary Jeter	
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 an Agreement Between the City of Brenham and Microsoft for an Enterprise Subscription and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: The Microsoft Enterprise Agreement is a three year contract allowing the City of Brenham to legally use the Microsoft software and licenses. This is the 2 nd renewal of the original MEA signed in 2007.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p>A. PROS: Renewing the MEA will allow the City to continue to use existing Microsoft software and licenses with continued upgrade support for new versions as they are released. Payment for the continued Software Assurance is broken into 3 annual payments.</p> <p>B. CONS: If the City does not renew the MEA, we can still use existing software, but must re-purchase new versions of all Microsoft software and licenses as they become available.</p>		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) City of Brenham MS EA Renewal Estimate; (2) Microsoft Volume Licensing Enterprise Enrollment (indirect); and (3) Microsoft Volume Licensing Program Signature Form		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve an Agreement between the City of Brenham and Microsoft for an Enterprise Subscription and authorize the Mayor to execute any necessary documentation		
APPROVALS: Kyle Dannhaus		



City of Brenham
MS EA Renewal Estimate

Date of Issue: 4/9/2013

Dell Inc
Jerell Clark

Budgetary Quote Number: FM040813TXCOB

Quote Expires 30 Days From Date of Issue

EA E# 5600013;Expires 4/30/13

State Contract#: DIR-SDD-1014 EXPIRES: 6/1/2013

<u>Microsoft Part#</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Totals</u>
269-12442	OfficeProPlus ALNG SA MVL Pltfrm	\$73.80	290	\$21,402.00
66J-03734	WinPro ALNG SA MVL Pltfrm	\$34.44	290	\$9,987.60
76A-00016	EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs	\$68.06	240	\$16,334.40
076-01912	Prjct ALNG SA MVL	\$105.78	1	\$105.78
228-04433	SQLSvrStd ALNG SA MVL	\$144.32	6	\$865.92
359-00792	SQLCAL ALNG SA MVL DvcCAL	\$22.96	90	\$2,066.40
395-02504	ExchgSvrEnt ALNG SA MVL	\$651.90	1	\$651.90
D87-01159	VisioPro ALNG SA MVL	\$90.20	13	\$1,172.60
H04-00268	SharePointSvr ALNG SA MVL	\$1,093.88	1	\$1,093.88
P71-07282	WinSvrDataCtr ALNG SA MVL 2Proc	\$774.08	8	\$6,192.64
P73-05898	WinSvrStd ALNG SA MVL 2Proc	\$142.68	46	\$6,563.28
T6L-00238	SysCtrDatactr ALNG SA MVL 2Proc	\$387.04	2	\$774.08
T9L-00223	SysCtrStd ALNG SA MVL 2Proc	\$142.68	1	\$142.68
Annual Payment 1				\$67,353.16

POs and payments should be made to:

Dell Marketing L.P.

Notes:

Microsoft Enterprise Enrollment #(EA) TDB

'Dell offers the following quote for the next year of City of Brenham's Microsoft Enterprise Enrollment Agreement. This quote will expire thirty (30) days from the date of issuance; upon expiration of this quote, the following prices may no longer be valid.

Customer must complete all required Microsoft enrollment documentation. The EA cannot be executed (processed at Microsoft) until both the complete documents and PO are received for the first annual payment.

Quote Prepared By: Fritz Mulkey

Enterprise Enrollment (indirect)

State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>	U1063194	Framework ID	N36
Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E61288	Reseller purchase order number <i>Reseller to complete</i>	
Enrollment number <i>Microsoft affiliate to complete</i>		Previous Qualifying Enrollment number <i>Reseller to complete</i>	5600013
		Previous Qualifying Enrollment end date <i>Reseller to complete</i>	2013-04-30

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

Definitions. When used in this enrollment, “you” refers to the entity that signs this enrollment with us, and “we” or “us” refers to the Microsoft entity that signs this enrollment.

“Qualifying Enrollment,” means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective date. If you are renewing Software Assurance from one or more previous “Qualifying Enrollments” then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

<i>Customer</i>	<i>Contracting Microsoft Affiliate</i>
Name of entity * City of Brenham	Microsoft Licensing, GP
Signature *	Signature
Printed name * Milton Y. Tate, Jr.	Printed name
Printed title * Mayor	Printed title
Signature date *	Signature date (date Microsoft affiliate countersigns)
* indicates required fields	Effective date (may be different than our signature date)

Microsoft Volume Licensing web sites	
(Note: We will advise you of any changes to these URLs.)	
Product use rights	http://microsoft.com/licensing
Product List	http://microsoft.com/licensing
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

<i>Notices to Microsoft should be sent to:</i>	<i>Copies should be sent to:</i>
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

<input checked="" type="checkbox"/>	<u>Media Order Form (required)</u>
<input type="checkbox"/>	<u>Core User CAL Terms and Conditions, if applicable</u>
<input type="checkbox"/>	<u>MS Capital Form, if applicable</u>

Customer: Please remit to your reseller.

Reseller: Please remit to Microsoft.

1. *Contact information.* Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

<i>Customer</i>		
Name of entity *		Contact name *
City of Brenham		Last Jeter First Gary
Street address *		Contact email address (required for online access) *
200 W. Vulcan St.		gjeter@cityofbrenham.org
City *	State/Province *	Phone
Brenham	TX	979-337-7290
Country *	Postal code *	Fax
USA	77833	979-337-7218

Notices and online access contact information: **Complete this only if you want to designate a notices and online access contact different than the primary contact.** This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

<i>Notices and online access contact</i>		
<input checked="" type="checkbox"/> Same as primary contact		
Name of entity		Contact name
		Last First
Street address		Contact email address (required for online access)
City	State/Province	Phone
Country	Postal code	Fax

Language preference: This section designates the language in which you prefer to receive notices.

English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

<i>Electronic contractual notices contact</i>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

<i>Software Assurance benefits contact</i>		
Name of entity City of Brenham		Contact name Last Jeter First Gary
Street address 200 W. Vulcan St.		Contact email address (required for electronic notices) gjeter@cityofbrenham.org
City Brenham	State/Province Tx	Phone 979-337-7290
Country USA	Postal code 77833	Fax 979-337-7218

MSDN contact: This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

<i>MSDN contact</i>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Microsoft account manager: This section designates your Microsoft account manager contact.

Microsoft account manager name Scott Ilvedson	Microsoft account manager email address scilve@microsoft.com @microsoft.com
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2. *Defining your enterprise.*

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely “in” or entirely “out.” All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).	
<input checked="" type="checkbox"/>	Only you (and no other affiliates) will be participating
<input type="checkbox"/>	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.	
<input type="checkbox"/>	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.

3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
“Listed Languages”	“Restricted Languages”	“Extended Languages”
Arabic	Danish	Czech
Bulgarian	Dutch	Estonian
Chinese Simplified	English ¹	Hungarian
Chinese Traditional	Finnish	Latvian
Croatian	French ³	Lithuanian
English ¹ Hebrew	German	Polish
Indic	Greek	Slovenian
Japanese	Italian	Slovak
Korean	Norwegian	
Portuguese (Brazil)	Portuguese (Portugal)	
Romanian	Spanish ²	
Russian	Swedish	
Serbian		
Spanish ²		
Thai		
Turkish		
Ukrainian		

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

Check one box

- Listed Languages
- All Languages
- Extended Languages

¹ English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a “Listed Language”, except when restricted as described in the “Restricted Languages” list (see footnote 3)

² Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.

³ French is a “Listed Language,” if signed in Canada

4. *Language allocation.*

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

5. *Applicable currency.*

Payments made in connection with this enrollment must be in U.S. Dollars

6. *Establishing your price level.*

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).	290
Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).	240

7. *Enterprise product orders.*

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	<input checked="" type="checkbox"/>	
Office Professional Plus¹	<input checked="" type="checkbox"/>	
Office Enterprise	<input type="checkbox"/>	
Office Standard¹	<input type="checkbox"/>	
Core Client Access License^{1,2}	<input type="checkbox"/>	<input type="checkbox"/>
Enterprise Client Access License Suite^{1,2}	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exchange Server Client Access License Standard²	<input type="checkbox"/>	<input type="checkbox"/>
Exchange Server Client Access License Enterprise²	<input type="checkbox"/>	<input type="checkbox"/>
Office SharePoint Server Client Access License Standard²	<input type="checkbox"/>	<input type="checkbox"/>
OfficeSharePoint Server Client Access License Enterprise²	<input type="checkbox"/>	<input type="checkbox"/>
Windows Server Client Access License²	<input type="checkbox"/>	<input type="checkbox"/>
Systems Management Server Configuration Management License	<input type="checkbox"/>	<input type="checkbox"/>
Systems Center Operations Manager Client Operations Management License	<input type="checkbox"/>	<input type="checkbox"/>

Windows Terminal Services Client Access License ²	<input type="checkbox"/>	<input type="checkbox"/>
Office Communication Server Client Access License Standard ²	<input type="checkbox"/>	<input type="checkbox"/>
Office Communication Server Client Access License Enterprise ²	<input type="checkbox"/>	<input type="checkbox"/>
SQL Server Client Access License ²	<input type="checkbox"/>	<input type="checkbox"/>
Microsoft Rights Management Services	<input type="checkbox"/>	<input type="checkbox"/>
Microsoft Forefront Security Suite	<input type="checkbox"/>	<input type="checkbox"/>

¹ The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

² If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

8. Additional Products

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. Renewal orders.

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller company name: Dell Inc.
Street address: (PO boxes will not be accepted) One Dell Way
City and State / Province and postal code: Round Rock, TX 78682
Country: US
Contact name:
Phone number:
Fax number:
Email address: us_ms_vl_admin@dell.com

The undersigned confirms that the reseller information is correct.

Name of reseller Dell Inc.
Signature
Printed name
Printed title
Date

Program Signature Form

MBA/MBSA number	U1063194	000-cgodfrey-S-905
Agreement number	01E61288	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	01E61288
<Choose Agreement>	
<Choose Enrollment/Registration>	
Amendment	M132 (New)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Brenham
Signature* _____
Printed First and Last Name* Milton Y. Tate, Jr.
Printed Title* Mayor
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title* Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title* Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Prepared By: Name of Preparer

Email of Preparer





AGENDA ITEM 14

DATE OF MEETING: April 18, 2013		DATE SUBMITTED: April 12, 2013	
DEPT. OF ORIGIN: City Secretary		SUBMITTED BY: Jeana Bellinger	
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 checked="" type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance O-12-025 and Grant a Non-Exclusive Franchise to Texas Disposal Systems, Inc. to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits			
SUMMARY STATEMENT: At the October 4, 2012 council meeting, a sanitation franchise agreement was approved by Council for Texas Disposal Systems. At that meeting Public Works Director, Dane Rau, advised Council that the term of the sanitation franchise with Texas Disposal was only for 180 days because staff was in the process of reviewing the current sanitation franchise ordinance and would be bringing back an updated ordinance once approved by Council. At the March 21, 2013 meeting, the Council approved the final changes to the sanitation franchise ordinance; therefore, a new ordinance needs to approved for Texas Disposal Systems.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Ordinance			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Approve an Ordinance on its first reading to repeal Ordinance O-12-025 and grant a non-exclusive franchise to Texas Disposal Systems, Inc. to operate a roll-off container service for residents, businesses, and industries inside Brenham city limits			
APPROVALS: Terry K. Roberts			

ORDINANCE NO. _____

AN ORDINANCE GRANTING TEXAS DISPOSAL SYSTEMS, INC., ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF BRENHAM FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING SOLID WASTE FROM COMMERCIAL, RESIDENTIAL AND INDUSTRIAL SITES USING ROLL-OFF CONTAINERS AND/OR COMMERCIAL COMPACTORS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES AND FOR PARTIAL INVALIDITY.

WHEREAS, the City of Brenham, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of CITY and for the collection and disposal of solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of certain solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham hereinafter referred to as “CITY” desires to grant this franchise to TEXAS DISPOSAL SYSTEMS, INC., under the terms of this Agreement as set out below.

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

SECTION 1. DEFINITIONS

Agreement. This contract between the City of Brenham and for the provision of certain roll-off container and/or commercial compactor service within the corporate limits of the City of Brenham under certain terms and conditions set out herein.

City of Brenham. Also referred to as "CITY" in this Agreement.

City Council. Also referred to as "COUNCIL" denoting the governing body of the City of Brenham.

Customers. Those industrial, residential, and/or commercial premises located within the CITY that generates solid waste requiring collection using roll-off containers and/or commercial compactors.

Solid Waste. All putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.

Roll-Off Containers. A type of solid waste industry container that is loaded by a winch truck. Also referred to as "container".

Commercial Compactor. A type of solid waste industry container that is loaded by a winch truck and compacts solid waste. Also referred to as "compactor".

Texas Disposal Systems, Inc. Herein-after referred to as "TEXAS DISPOSAL SYSTEMS, INC.". The party contracting with the CITY for roll-off container and/or commercial compactor service, which contains demolition/construction debris or solid waste.

SECTION 2. GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED

For and in consideration of the compliance by TEXAS DISPOSAL SYSTEMS, INC. with the covenants and conditions herein set forth, and the Charter, Ordinances and Regulations of the City governing the collection and disposal of solid waste, CITY hereby grants to TEXAS DISPOSAL SYSTEMS, INC. a non-exclusive franchise for use of designated public streets, alleys and thoroughfares within the corporate limits of City for the sole purpose of engaging in the business of collecting solid waste using roll-off containers and/or commercial compactors from commercial, residential and industrial sites within the jurisdictional limits of CITY, as approved by the City Manager or his designee.

**SECTION 3.
AUTHORITY FOR TO PROVIDE SERVICE**

CITY hereby grants to TEXAS DISPOSAL SYSTEMS, INC. the privilege to collect from commercial, residential, and industrial customers within the City limits solid waste using roll-off containers and/or commercial compactors only.

**SECTION 4.
DISPOSAL SITE TO BE USED**

Unless approved otherwise in writing by the CITY, TEXAS DISPOSAL SYSTEMS, INC. shall utilize any Type I permitted landfill that TEXAS DISPOSAL SYSTEMS, INC. deems appropriate and is authorized for disposal of all solid waste, which is collected by TEXAS DISPOSAL SYSTEMS, INC. from within the corporate limits of the CITY.

**SECTION 5.
RATES TO BE CHARGED**

A written Schedule of Rates that TEXAS DISPOSAL SYSTEMS, INC. shall charge for the aforementioned services shall be provided to each customer, and such Schedule of Rates may be revised periodically as agreed by TEXAS DISPOSAL SYSTEMS, INC. and its customers. TEXAS DISPOSAL SYSTEMS, INC. shall immediately provide the CITY with copies of any and all revised Schedule of Rates documents.

**SECTION 6.
PAYMENTS TO CITY**

For and in consideration of the use of designated streets, alleys, and thoroughfares as well as in consideration of the covenants and agreements contained herein, TEXAS DISPOSAL SYSTEMS, INC. agrees and shall pay to CITY upon acceptance of this Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of TEXAS DISPOSAL SYSTEMS, INC. monthly gross revenues generated from TEXAS DISPOSAL SYSTEMS, INC. provision of solid waste roll-off container collection services within the CITY excluding actual landfill tipping charges.

Any revenue received by TEXAS DISPOSAL SYSTEMS, INC. in excess of the actual landfill tipping charges will be subject to the franchise fee and shall be computed into TEXAS DISPOSAL SYSTEMS, INC. monthly gross revenue. Said payment shall be paid monthly to the City of Brenham Attn: City Secretary and must be received by the CITY no later than the twenty-fifth (25th) day of the month following the end of the previous month. If the payment due date falls on a Saturday, Sunday or other holiday designated by the CITY, the payment must be received by the CITY on the next regular business day.

Payments received by the CITY after the due date shall be assessed a ten percent (10%) penalty on the outstanding franchise fee amount owed under this Section.

Failure by TEXAS DISPOSAL SYSTEMS, INC. to pay amounts due under this Agreement, after written notice by CITY, shall constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM), and/or any other remedy available to the CITY in law or equity.

SECTION 7. ACCESS TO RECORDS & REPORTING

CITY shall have access to TEXAS DISPOSAL SYSTEMS, INC. records, billing records of those customers served by TEXAS DISPOSAL SYSTEMS, INC. and all papers relating to this Agreement and the operation of solid waste roll-off container collection and disposal services within the CITY. Access by CITY to TEXAS DISPOSAL SYSTEMS, INC. records shall be provided to CITY within ten (10) business days, after written notice to TEXAS DISPOSAL SYSTEMS, INC. during normal business hours.

The following records and reports shall be filed quarterly with the City Secretary or his/her designee:

- A. Reports of all complaints, investigations, and actions taken by TEXAS DISPOSAL SYSTEMS, INC. with regard to services provided pursuant to this Agreement.
- B. A listing of all TEXAS DISPOSAL SYSTEMS, INC. accounts served and monthly revenue derived from roll-off containers placed in the CITY under the terms of this Agreement. The reports should include: a unique customer identification or account number, frequency of pick-up, size of container and monthly charges.

The CITY is subject to the Texas Public Information Act (“Act”). Generally, the Act requires the release of requested information by the CITY, but there are exceptions. If the requested information meets the criteria outlined in the exceptions, the CITY may decline to release the information for the purpose of requesting a decision from the Texas Attorney General’s Office. The Act excepts from public disclosure trade secrets and certain commercial or financial information. The Act states the CITY may withhold:

- A. A trade secret obtained from a person and privileged or confidential by statute or judicial decision; or
- B. Commercial or financial information for which it is determined based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained.

Pursuant to Section 552.305 of the Act, the CITY is obligated to make a good faith attempt to contact third parties who have a trade secret interest or a commercial financial interest in the information that's been requested so that the third party has an opportunity to submit reasons to the Texas Attorney General's Office why the information should be withheld or released.

The CITY will comply with Section 552.305 of the Act with regard to any requests for records concerning TEXAS DISPOSAL SYSTEMS, INC. that invoke Section 552.305.

SECTION 8. PLACEMENT OF CONTAINERS

All roll-off containers and/or compactors placed for service within CITY shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall TEXAS DISPOSAL SYSTEMS, INC. place containers on public streets, alleys and/or thorough fares without the prior written approval of the CITY. CITY reserves the right to specify to TEXAS DISPOSAL SYSTEMS, INC. the exact location and time period allowed for placement of any roll-off container(s) it places for service in CITY.

TEXAS DISPOSAL SYSTEMS, INC. agrees and acknowledges that it shall be liable for any and all damages it causes to any public street, alley and/or thorough fare, and associated improvements and TEXAS DISPOSAL SYSTEMS, INC. will pay CITY's entire construction costs and other expenses associated with repairing and/or replacing the damaged public street, alley and/or through fare, and associated improvements.

SECTION 9. CONTAINER MAINTENANCE

TEXAS DISPOSAL SYSTEMS, INC._ agrees to properly maintain as necessary, including but not limited to cleaning and painting, all roll-off containers placed for service within CITY.

**SECTION 10.
COMPLAINTS REGARDING SERVICE/SPILLAGE**

TEXAS DISPOSAL SYSTEMS, INC. shall receive and directly respond to any complaints pertaining to service from their roll-off containers and/or compactor customers located within CITY. However, any such complaints received by CITY shall be forwarded to TEXAS DISPOSAL SYSTEMS, INC. within twenty four (24) hours of their receipt by CITY. TEXAS DISPOSAL SYSTEMS, INC. shall respond to all complaints within twenty four (24) hours of receiving notice of such complaint from CITY and shall report to CITY as to the action taken. Failure by TEXAS DISPOSAL SYSTEMS, INC. to respond and report to CITY on action taken within this twenty four (24) hour period may subject TEXAS DISPOSAL SYSTEMS, INC. to a \$25.00 per incident charge from CITY payable with the next payment due to CITY under Section 6 of this Agreement.

TEXAS DISPOSAL SYSTEMS, INC. agrees that during transport all vehicles used by TEXAS DISPOSAL SYSTEMS, INC. in the removal of solid waste shall be properly covered to prevent spillage, blowing, or scattering of refuse onto public streets or properties adjacent thereto. All equipment necessary for the performance of this Agreement shall be in good condition and repair. A standby vehicle shall always be available. TEXAS DISPOSAL SYSTEMS, INC. vehicles shall at all times be clearly marked with TEXAS DISPOSAL SYSTEMS, INC.'s name in letters not less than three (3) inches in height.

**SECTION 11.
OBEISANCE OF LAWS**

TEXAS DISPOSAL SYSTEMS, INC. agrees that it shall comply with all laws, policies, rules and regulations of the United States, State of Texas, and CITY. All collections made hereunder shall be made by TEXAS DISPOSAL SYSTEMS, INC. without unnecessary noise, disturbance, or commotion.

**SECTION 12.
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY**

It is understood by and between the parties that this Agreement executed by and between the parties on the ____ day of _____, 20____, constitutes the only agreement between the parties. It is further understood and agreed that there are no other agreements between these parties with regard to the disposal of commercial, industrial or residential solid waste in the CITY using roll-off containers/compactors and that this Agreement does not authorize TEXAS DISPOSAL SYSTEMS, INC.____ to utilize the streets, alleys or public ways to dispose of commercial, industrial, or residential solid waste other than demolition and construction debris. Both parties agree and understand that nothing in this Agreement conveys to TEXAS DISPOSAL SYSTEMS, INC.____ an exclusive franchise for the services described in this Agreement and that this Agreement is non-exclusive.

**SECTION 13.
OWNERSHIP OF MATERIALS COLLECTED**

Nothing herein shall create or be construed to convey any title to CITY of any solid waste collected pursuant to the provisions of this agreement.

**SECTION 14.
INTERRUPTION OF SERVICE OR DEFAULT**

A. Termination of Service. In the event that TEXAS DISPOSAL SYSTEMS, INC. terminates service to any customer with the CITY limits for cause, TEXAS DISPOSAL SYSTEMS, INC. must notify the CITY through certified mail within forty-eight (48) hours of termination and state the cause of such termination.

B. Excessive Interruption in Service. If the interruption in service continues for a period of seventy-two (72) hours or more, then it may constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM).

**SECTION 15.
FAILURE TO PERFORM**

It is expressly understood and agreed by the parties that if at any time TEXAS DISPOSAL SYSTEMS, INC. shall fail to perform any of the terms, covenants, or conditions herein set forth, CITY may after a hearing as described herein, revoke and cancel the Agreement by and between the parties and said Agreement shall be null and void. Upon the determination by the staff of CITY that a hearing should be held before the City Council, CITY shall mail notice of the hearing to TEXAS DISPOSAL SYSTEMS, INC., at the address designated herein or at such address as may be designated from time to time, by registered or certified mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and TEXAS DISPOSAL SYSTEMS, INC. shall be allowed to present evidence and given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Agreement between the parties at no penalty to the CITY.

**SECTION 16.
INDEMNIFICATION**

In the event CITY is damaged due to the act, omission, mistake, fault or default of TEXAS DISPOSAL SYSTEMS, INC., then TEXAS DISPOSAL SYSTEMS, INC. shall indemnify and hold CITY harmless for such damage.

TEXAS DISPOSAL SYSTEMS, INC. is to indemnify and hold CITY harmless for any disposal of any prohibited material whether intentional or inadvertent.

TEXAS DISPOSAL SYSTEMS, INC. shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners caused by TEXAS DISPOSAL SYSTEMS, INC., its agents, employees, and representatives.

TEXAS DISPOSAL SYSTEMS, INC. agrees to and shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by TEXAS DISPOSAL SYSTEMS, INC. under this Agreement, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.

SECTION 17. INSURANCE

TEXAS DISPOSAL SYSTEMS, INC. shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by TEXAS DISPOSAL SYSTEMS, INC., its agents, representatives, volunteers, employees or subcontractors.

TEXAS DISPOSAL SYSTEMS, INC. insurance coverage shall be primary insurance with respect to the CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be considered in excess of the TEXAS DISPOSAL SYSTEMS, INC. insurance and shall not contribute to it.

TEXAS DISPOSAL SYSTEMS, INC. shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Certificates of Insurance and endorsements shall be furnished to CITY and approved by CITY before work commences.

A. STANDARD INSURANCE POLICIES REQUIRED

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Worker's Compensation Policy

B. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

1. General Liability and Automobile Liability insurance shall be written by a carrier with a better rating in accordance with the current Best Key Rating Guide.
2. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
4. Claims Made Policies will not be accepted.
5. The CITY, its officials, employees and volunteers are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.
6. A Waiver of Subrogation in favor of the CITY with respect to the General Liability, Automobile Liability, and Workers' Compensation insurance must be included.
7. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
8. Upon request, certified copies of all insurance policies shall be furnished to the CITY.

C. COMMERCIAL GENERAL LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
2. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

D. AUTOMOBILE LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

E. WORKERS' COMPENSATION

1. Employer's Liability limits of \$500,000/\$500,000/ \$500,000 are required.

F. CERTIFICATES OF INSURANCE

1. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - a. The company is licensed and admitted to do business in the State of Texas.
 - b. The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas Department of Insurance or ISO.
 - c. Sets forth all endorsements as required above and insurance coverage's as previously set forth herein.
 - d. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the CITY.
 - e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

SECTION 18. ASSIGNMENT

This Agreement and the rights and obligations contained herein may not be assigned by TEXAS DISPOSAL SYSTEMS, INC. without the specific prior written approval of the City Council. Any assignment by TEXAS DISPOSAL SYSTEMS, INC. without prior written approval of the City Council shall be null and void.

SECTION 19. SAFETY

TEXAS DISPOSAL SYSTEMS, INC. shall perform the collection in accordance with applicable laws, codes, ordinances and regulations of the United States, State of Texas, Washington County, and CITY and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which TEXAS DISPOSAL SYSTEMS, INC. is solely responsible. In the carrying on of the work herein provided for, TEXAS DISPOSAL SYSTEMS, INC. shall use all proper skill and care, and TEXAS DISPOSAL SYSTEMS, INC. shall exercise all due and proper precautions to prevent injury to any property, person or persons. TEXAS DISPOSAL SYSTEMS, INC. assumes responsibility and liability and hereby agrees to indemnify the CITY from any liability caused by TEXAS DISPOSAL SYSTEMS, INC. failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.

**SECTION 20.
AD VALOREM TAXES**

TEXAS DISPOSAL SYSTEMS, INC. agrees to render all personal property utilized in its solid waste operation services to Washington County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of CITY.

**SECTION 21.
NOTICES**

All notices required under the terms of this Agreement to be given by either party to the other shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

City of Brenham
P.O. Box 1059
Brenham, Texas 77834
ATTN: City Secretary

TEXAS DISPOSAL SYSTEMS, INC.

ATTN: _____

All notices shall be deemed to have been properly served only if sent by certified mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

**SECTION 22.
AMENDMENTS**

It is hereby understood and agreed by the parties to this Agreement that no alternation or variation to the terms of this Agreement shall be made unless made in writing, approved by both parties, and attached to this Agreement to become a part hereof.

**SECTION 23.
SEVERABILITY**

If any section, sentence, clause or paragraph of this Agreement is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of the Agreement.

**SECTION 24.
TERM OF AGREEMENT**

The term of this Agreement shall be effective beginning on the ____ day of _____, 20____, being the date of acceptance by TEXAS DISPOSAL SYSTEMS, INC. and shall terminate on September 30, 2014.

Thereafter, this Agreement shall automatically renew annually for a subsequent one (1) year terms beginning on October 1 and terminating on the following September 30 unless either party gives written notice of non-renewal by certified mail no later than sixty (60) days prior to the then current termination date. Further, either party may terminate this Agreement without cause at any time by providing the other party with sixty (60) days written notice of termination by certified mail. This section is not intended, nor shall this section be construed, to limit or prohibit a party's ability to terminate this Agreement as otherwise provided in this Agreement.

**SECTION 25.
ACCEPTANCE OF AGREEMENT**

That TEXAS DISPOSAL SYSTEMS, INC. shall have sixty (60) days from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary, and upon such acceptance being filed, this Ordinance shall take effect and be in force from and after the date of its acceptance, and shall effectuate and make binding the agreement provided by the terms hereof.

**SECTION 26.
AUTHORIZATION TO EXECUTE**

The parties signing this Agreement shall provide adequate proof of their authority to execute this Agreement. This Agreement shall inure to the benefit and is binding upon the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

**SECTION 27.
PUBLIC MEETING**

It is hereby found and determined that the meeting(s) at which this Ordinance was considered were open to the public, as required by Chapter 551, Texas Government Code, and that advance public notice of time, place, and purpose of said meetings was given in accordance with law.

PASSED and APPROVED on its first reading this ____ day of _____, 2013.

PASSED and APPROVED on its second reading this ____ day of _____, 2013.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 15

DATE OF MEETING: April 18, 2013		DATE SUBMITTED: April 11,2013																						
DEPT. OF ORIGIN: Finance		SUBMITTED BY: Carolyn D. Miller																						
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 Lease Purchase Agreement with JPMorgan Chase Bank for the Purchase of a 2013 International 7400 Chassis with a Debris Vacuum for the City of Brenham’s Wastewater Treatment Department and Authorize the Mayor to Execute Any Necessary Documentation																								
SUMMARY STATEMENT: At the February 21, 2013 meeting, Council approved the purchase of a Vacuum Truck for the Wastewater Treatment Department from the Houston Galveston Area Council Cooperative in the amount of \$298,723. This capital item was approved in the FY12-13 Budget under a lease purchase procurement method. We received the following lease proposals regarding this capital equipment:																								
<table border="0" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Proposal</u></th> <th style="text-align: left;"><u>Terms</u></th> <th style="text-align: left;"><u>Interest Rate</u></th> <th style="text-align: left;"><u>Annual Payment</u></th> </tr> </thead> <tbody> <tr> <td rowspan="3">JPMorgan Chase Bank</td> <td>5 Years</td> <td>1.96%</td> <td>\$63,304</td> </tr> <tr> <td>6 Years</td> <td>2.04%</td> <td>\$53,402</td> </tr> <tr> <td>7 Years</td> <td>2.13%</td> <td>\$46,388</td> </tr> <tr> <td rowspan="2">BancorpSouth Equipment Leasing</td> <td>5 Years</td> <td>3.00%</td> <td>\$53,723.56</td> </tr> <tr> <td>6 Years</td> <td>3.10%</td> <td>\$46,859.34</td> </tr> </tbody> </table>				<u>Proposal</u>	<u>Terms</u>	<u>Interest Rate</u>	<u>Annual Payment</u>	JPMorgan Chase Bank	5 Years	1.96%	\$63,304	6 Years	2.04%	\$53,402	7 Years	2.13%	\$46,388	BancorpSouth Equipment Leasing	5 Years	3.00%	\$53,723.56	6 Years	3.10%	\$46,859.34
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STAFF ANALYSIS (For Ordinances or Regular Agenda Items):																								
A. PROS:																								
B. CONS:																								
ALTERNATIVES (In Suggested Order of Staff Preference):																								

ATTACHMENTS: (1) Financing Proposal from JPMorgan Chase Bank; and (2) Financing Proposal from BancorpSouth Equipment Leasing

FUNDING SOURCE (Where Applicable): Wastewater Fund

RECOMMENDED ACTION: We are recommending that Council approve a Lease Purchase Agreement with JPMorgan Chase Bank for 5 years, at an interest rate of 1.96% with an annual payment of \$63,304 for the purchase of a 2013 International 7400 Chassis with a Debris Vacuum for the City of Brenham's Wastewater Treatment Department and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts



JPMorgan Chase Bank, NA
1111 Polaris Parkway
Columbus, OH 43240
Tel: 614-213-7984 Fax: 614-417-9340
E-Mail: scott.a.lysinger@chase.com

Scott Lysinger
Assistant Vice President
Specialty Finance

March 28, 2013

Carolyn D. Miller, CPA
Chief Financial Officer
City of Brenham
200 W Vulcan
Brenham, TX 77834-1059

Dear Carolyn D. Miller, CPA:

JPMorgan Chase Bank, N.A. (“Lessor”) is pleased to submit the following financing proposal for your review and consideration. This letter is a proposal only and is contingent upon your compliance with the requirements of the Internal Revenue Code of 1986, as amended, and all applicable state laws related to Lessee’s ability to enter into a tax-exempt lease-purchase financing for the intended purposes. This proposal is for discussion purposes only and the terms and provisions of this financing are subject, among other things, to credit and business approval in accordance with Chase’s internal procedures, as well as certain conditions as herein set forth. **The pricing and terms included in this proposal letter are based on market conditions on the date hereof and are subject to change.**

LESSOR:	JPMorgan Chase Bank, N.A.
LESSEE:	City of Brenham
TRANSACTION:	Fixed-rate, fully amortizing, privately placed tax-exempt lease-purchase agreement (“Agreement”).
EQUIPMENT:	New Vacuum Truck. Lessee shall grant Lessor a first priority security interest in the Equipment.
EQUIPMENT COST:	Anticipated not to exceed \$298,723
LOCATION OF EQUIPMENT:	200 W Vulcan Brenham, TX 77834-1059
BANK QUALIFIED:	This proposal assumes that the Lessee will not issue more than \$10 million in tax-exempt obligations this calendar year and that the Lessee will designate this lease as a “qualified” tax-exempt obligation (“QTEO”)

APPROPRIATION:

This Agreement shall be subject to annual appropriation.

LEASE TERM:

- A) FIVE (5) Years
- B) SIX (6) Years
- C) SEVEN (7) Years

LEASE RATE:

- A) 1.96% per annum (five year term).
- B) 2.04% per annum (six year term).
- C) 2.13% per annum (seven year term).

LEASE PAYMENT AMOUNT:

- A) \$63,304 every year (five year term).
- B) \$53,402 every year (six year term).
- C) \$46,388 every year (seven year term).

ADJUSTMENTS TO PAYMENT AMOUNT AND LEASE RATE:

The Payment Amount and Lease Rate quoted herein will fluctuate based on Lender's cost of funds at the time of closing. For every increase in Lender's cost of funds a corresponding increase will be made to the Payment Amount and the Lease Rate to maintain Lender's economics.

PREPAYMENT/OPTION TO PURCHASE:

The Lessee shall have the right to prepay, in whole, on any payment date. If Lessee chooses to prepay, a penalty will be assessed based on the following schedule:

- Month 0-12 5% of outstanding principal balance
- Month 13-24 4% of outstanding principal balance
- Month 25-36 3% of outstanding principal balance
- Month 37-48 2% of outstanding principal balance
- Month 49-60 1% of outstanding principal balance

DOCUMENTATION:

All documentation shall be prepared by and acceptable to Chase or its counsel.

DISBURSEMENT OF PROCEEDS:

Lessor will fund directly to vendor.

OR

If Progress Payments are required, the transaction will be

funded via an initial escrow deposit with JPMorgan Chase Bank, N.A. ('JPM') equal to the full Financing Amount from which disbursements will be made to vendors, or reimbursements to Lessee (in compliance with Treasury Reg 1.150-2), as funds are required. Interest earned will be utilized for Lessee's benefit to conform to the escrow agreement.

PROPOSAL ONLY:

This proposal is not a commitment to undertake this financing. A commitment can be issued only after full credit and economic review and subsequent approval by the appropriate officers of Lessor. A commitment shall not be binding on Lessor unless it is in writing and signed by Lessor. If a commitment is issued by Lessor, it may modify the terms of this proposal and may add such additional requirements (including, but not limited to, financial covenants, requirements of guaranties or other credit support, and/or special equipment maintenance and return conditions) as Lessor may deem advisable.

IRS Circular 230 Disclosure: Lessor and its affiliates (collectively, "Chase") do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Chase of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

Please feel free to contact me at 614-213-7984 if you have any questions, or would like to discuss this proposal in greater detail. Thank you again for considering Chase!

Sincerely,

JPMorgan Chase Bank, NA



By: Scott Lysinger

Title: AVP, Specialty Finance

March 28, 2013

Page 4



4/1/2013

Sent via: david@pipehunter.com

City of Brenham
200 W. Vulcan
Brenham, TX

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Brenham
3. Equipment Description: Combination Truck
4. Equipment Cost: \$298,723.00
5. Lease Term: 5 or 6 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

60 Monthly payments of \$5,367.66
72 Monthly payments of \$4,552.08
Payments in arrears

6 Annual payments of \$53,723.56
7 Annual payments of \$46,859.34
1st payment due 1 month after closing
7. Lease Rate: **60 – 3.00%, 72 - 3.10%**
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 6/30/13. If the equipment is not delivered and the lease funded prior to 6/30/13, this proposal is null and void. Any extension of the funding date must be in writing.

9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on 4/15/13. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee
Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____



AGENDA ITEM 16

DATE OF MEETING: April 18, 2013		DATE SUBMITTED: April 12, 2013	
DEPT. OF ORIGIN: Development Services		SUBMITTED BY: Kim Hodde	
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 Ground Space Lease Agreement With David Andras dba Pegasus Hangar Group LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: David Andras wants to construct an 80x80 hangar (6,400 sf) at the airport. I have attached our standard ground space lease agreement (.08 cents per square foot) for your consideration. With the standard 10 feet on each side plus an additional 20 feet on the rear side, the lease space will be 11,000 square feet (110x100).			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Ground Space Lease Agreement; and (2) Map of projected ground space location			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve a Ground Space Lease Agreement with David Andras dba Pegasus Hangar Group LLC for Hangar Space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation			
APPROVALS: Terry K. Roberts			

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH DAVID ANDRAS DBA PEGASUS HANGAR LLC (2801 AVIATION WAY)

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 DAVID ANDRAS DBA PEGASUS HANGAR GROUP LLC, hereinafter called "Lessee":

WITNESSETH:

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

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

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

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

B. TERM.

The term of said lease is for a period of thirty (30) years commencing April 18, 2013 and terminating April 18, 2043. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 11,000 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. On the fifth anniversary and each fifth anniversary thereafter, the rent shall adjust to the prevailing rate at that time, not to exceed an increase of two (\$.02) cents per square foot.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

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

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport
4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

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

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

G. MANDATORY CONSTRUCTION.

Lessee agrees to commence construction of the improvements described within this section within 150 days of starting date of this lease. Generally, such improvements shall include a hangar having 6,400 square feet of space. Lessee agrees to complete all improvements within 365 days of the above date, except that a longer period of time may be granted by the City of Brenham upon a showing by the Lessee that progress has been delayed because of reasons beyond the control of Lessee. If Lessee fails to commence construction within 150 days of the date above stated or if Lessee fails to complete construction within 365 days of the date stated or within such additional period of time as granted by the City of Brenham, this lease shall become voidable at the City's option.

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

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

H. EXPIRATION.

Upon the expiration of this Lease,

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

I. DEFAULT.

Any of the following events constitutes default:

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

J. LESSOR'S RIGHTS UPON DEFAULT.

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

K. MORTGAGE OF LEASEHOLD INTEREST.

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

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

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

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

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

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

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

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

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

C. TRASH, GARBAGE, LANDSCAPING.

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

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

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

D. SIGNS.

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

E. UTILITIES.

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

F. FIELD USE CHARGES.

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

G. PAYMENTS DUE.

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

H. COMPLIANCE WITH RULES.

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

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

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

J. FAA AND OTHER APPROVAL OF USE.

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

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

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

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

L. LESSEE AUTHORITY.

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

ARTICLE III – OTHER CONDITIONS

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

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

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

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

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

APPROVED this the ____ day of April, 2013.

CITY OF BRENHAM (LESSOR)

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

ATTEST:

Jeana Bellinger, City Secretary

PEGASUS HANGAR GROUP LLC (LESSEE)

David Andras dba
Pegasus Hangar Group LLC
9303 Oilfield Road
Brenham, Texas 77833
(713)822-3512



AGENDA ITEM 17

DATE OF MEETING: April 18, 2013		DATE SUBMITTED: April 12, 2013	
DEPT. OF ORIGIN: Development Services		SUBMITTED BY: Kim Hodde	
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 Ground Space Lease Agreement With John Startz dba Brenham Hanger, LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: Malinda Croan is selling her hangar (3307 Aviation Way) to John Startz; therefore a lease agreement needs to be executed with the new owner. Execution of this lease agreement with John Startz dba Brenham Hanger, LLC will cancel the previous agreement with Ms. Croan. This lease agreement is our standard ground space lease for .08 cents per square foot.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Ground Space Lease Agreement; and (2) Map of projected ground space location			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve a Ground Space Lease Agreement with John Startz dba Brenham Hanger, LLC for Hangar Space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation			
APPROVALS: Terry K. Roberts			

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH JOHN STARTZ DBA BRENHAM HANGER, LLC (3307 AVIATION WAY)

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 JOHN STARTZ DBA BRENHAM HANGER, LLC, hereinafter called "Lessee.

WITNESSETH:

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

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

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

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

B. TERM.

The term of said lease is for a period of thirty (30) years commencing April 18, 2013, and terminating April 18, 2043. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 8,800 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. On the fifth anniversary and each fifth anniversary thereafter, the rent shall adjust to the prevailing rate at that time, not to exceed an increase of two (\$.02) cents per square foot.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

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

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport
4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section 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.

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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.

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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.

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

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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.

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

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive nuisances, if any, which may occur as a result of Lessee’s operations on the premises.

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

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

L. LESSEE AUTHORITY.

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

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

EXECUTED this the ____ day of April, 2013.

LESSOR

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

April 18, 2013

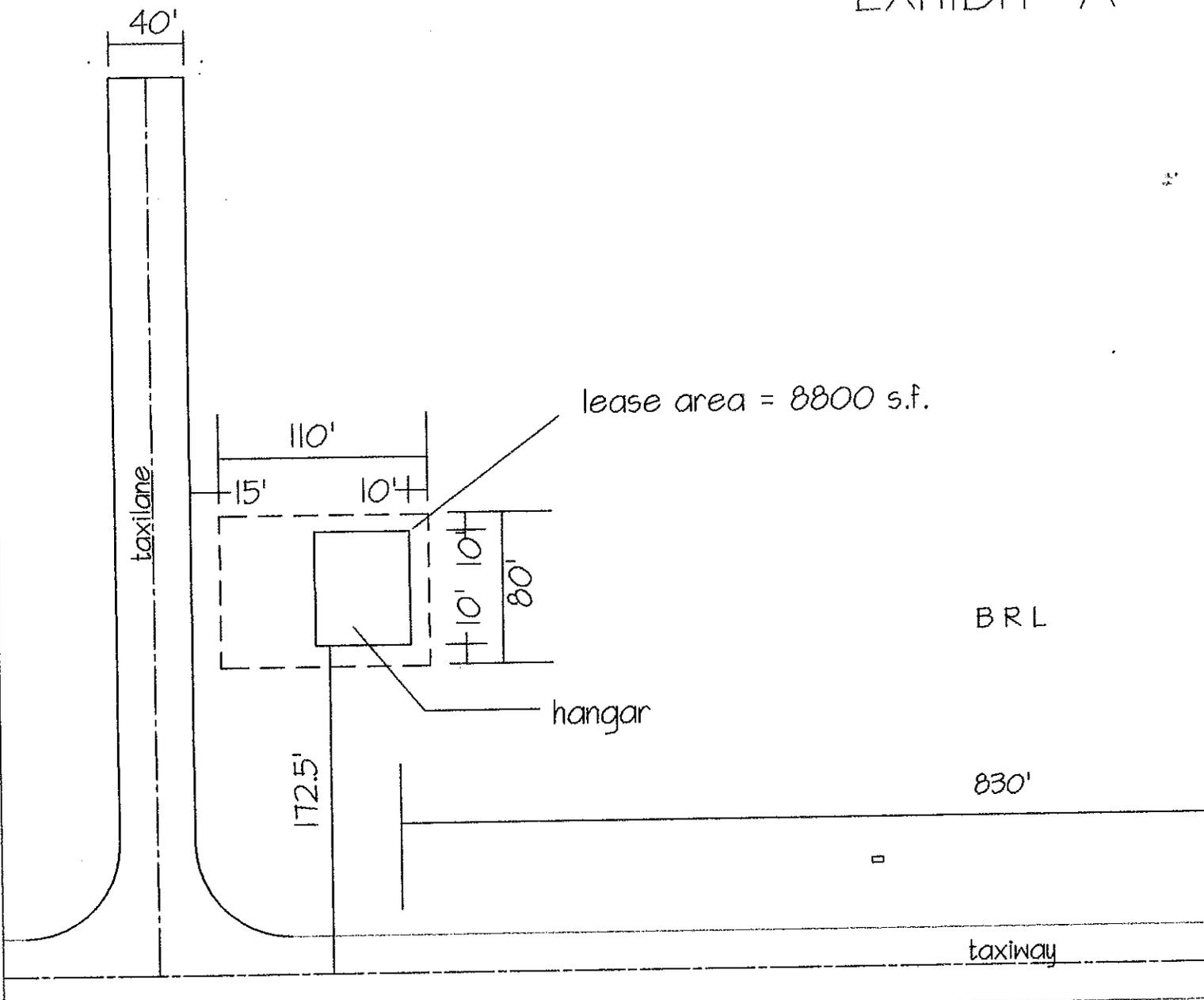
ATTEST:

Jeana Bellinger, City Secretary

LESSEE

Brenham Hanger, LLC
John Startz
6114 Kirby Drive
Houston, Texas 77005

EXHIBIT "A"





AGENDA ITEM 18

DATE OF MEETING: April 18, 2013	DATE SUBMITTED: April 12, 2013	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Amanda Klehm	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request for a Noise Variance from Washington County Historical Juneteenth Association to Celebrate Emancipation Day to be Held on June 14, 2013 from 7:00 p.m. – 11:00 p.m. and June 15, 2013 from 12:00 p.m. – 4:00 p.m. at Fireman’s Park and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Michael J. Watts from Washington County Historical Juneteenth Association has requested a noise variance to hold a two-day event to celebrate Emancipation Day on June 14, 2013 from 7:00 p.m. – 11:00 p.m. and June 15, 2013 from 12:00 p.m. – 4:00 p.m. at Fireman’s Park. They will have one band and one DJ. They will be using sound amplification equipment. Although we are not seeking Council approval, but for information only, they have also filled out a parade permit requesting closure of Main, Baylor, Austin, Ross, Clinton, Douglas, and Charles Streets for June 15, 2013 from 8:30 a.m. -12:00 p.m. The Brenham Police Department and the Brenham Fire Department have approved both the noise variance and parade permit requests; therefore, I ask the City Council to approve the noise variance request.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Noise Variance Request		
FUNDING SOURCE (Where Applicable): N/A		

RECOMMENDED ACTION: Approve a request for a noise variance from Washington County Historical Juneteenth Association to celebrate Emancipation Day to be held on June 14, 2013 from 7:00 p.m. – 11:00 p.m. and June 15, 2013 from 12:00 p.m. – 4:00 p.m. at Fireman’s Park and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

NOISE VARIANCE REQUEST

Noise Variance 180.00

pd cash \$10.00 4-11-13 JTK
Application Fee \$10.00

1. Name of sponsoring organization: Washington Historical Society Association

2. Name and address of individual making application on behalf of sponsoring organization: Mr. Michael S. Watts Coordinator of WCHSA
Parade

3. Purpose of the Event: _____

4. Location of Event: Firpeman Park

5. Date of the event: June 14th & 15th

6. Time of Event: June 14th 7-11 June 15 12-4:00

7. Event Set-up: From: _____ To: _____

Event Clean-up: From: _____ To: _____

8. You are required to describe the following:

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

b) Bands/Musical Instruments: 1 band, 1 D.J.

c) Sound amplification equipment: yes

d) Cleanup provisions: no

Michael S. Watts
Name of Applicant (Printed or Typed)

Date: 4-9-13

Michael S. Watts
Applicant or Authorized Person's Signature

Phone: (979) 587-1036

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

CITY STAFF REVIEW

Date received: _____

APPROVED

_____ DENIED

Rex Phelps

Digitally signed by Rex Phelps
DN: cn=Rex Phelps, o=Brenham Police
Department, ou=Police Chief,
email=rphelps@cityofbrenham.org, c=US
Date: 2013.04.12 12:15:28 -05'00'

Date: 4-12-2013

Rex Phelps, Chief of Police

Comments/Reason for Denial:

APPROVED

_____ DENIED

Ricky Boeker

Digitally signed by Ricky Boeker
DN: cn=Ricky Boeker, o=Brenham Fire
Department, ou=Fire Chief/EMC,
email=RBoeker@cityofbrenham.org, c=US
Date: 2013.04.11 16:19:34 -05'00'

Date: 4-11-2013

Ricky Boeker, Chief of Fire Department

Comments/Reason for Denial: _____

Noise Variance Approved by the City Council on the _____ day of _____, 2012.

Milton Y. Tate, Jr., Mayor

Date: _____

ATTEST:

Jeana Bellinger, City Secretary



AGENDA ITEM 19

DATE OF MEETING: April 18, 2013	DATE SUBMITTED: April 12, 2013	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input checked="" type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Possible Acquisition of Real Property Located at 305 Riggs Street for Park Purposes		
SUMMARY STATEMENT: Executive Session Discussion.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None.		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Discussion Only		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 20

DATE OF MEETING: April 18, 2013	DATE SUBMITTED: April 12, 2013	
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 the Acquisition of Real Property Located at 305 Riggs Street for Park Purposes		
SUMMARY STATEMENT: As discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS:		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve the acquisition of real property located at 305 Riggs Street for Park Purposes as discussed in Executive Session		
APPROVALS: Terry K. Roberts		