



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY JUNE 6, 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 – City Attorney Cary Bovey**
- 3. 3-a. New Employees**
 - Cynthia Longhofer – Accounting Manager
 - William DeWayne Lucius – Maintenance Superintendent
 - Russell Phelps – Electric Apprentice Lineworker
 - Brooke Ripple – Telecommunications Operator Trainee
 - Kaitlin Long - Telecommunications Operator Trainee
 - Shannon Selden - Telecommunications Operator Trainee**3-b. Service Recognitions**
 - Kyle J. Branham – 5 years
 - Victorino A. Ortiz – 10 years
 - Brett R. Schroeder – 10 years
 - Gloria G. Nix – 15 years**3-c. Awards**
 - Wanda Kramer – 2013 Tyler Public Sector Excellence Award for Local Government Division

4. Citizens Comments

CONSENT AGENDA

5. Statutory Consent Agenda

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

5-a. Minutes from the May 14, 2013 and May 16, 2013 City Council Meetings

REGULAR AGENDA

6. **Discuss and Possibly Act Upon the Election by Council of Mayor Pro Tem**
Pages 15-16
7. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Animal Control Services and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 17-22
8. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Animal Shelter Services and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 23-30
9. **Discuss and Possibly Act Upon a Resolution No. R-13-009 Supporting the Construction of a New Regional (Brenham-Washington County) Animal Shelter Facility**
Pages 31-33
10. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Fire Protection and Fire Rescue Services and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 34-46
11. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Library Services at the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 47-53
12. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to the Operation of and Improvements to Linda Anderson Park and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 54-60
13. **Discuss and Possibly Act Upon Resolution No. R-13-010 Amending the Thoroughfare Plan Map Within the City of Brenham's Envision 2020 Comprehensive Plan**
Pages 61-65
14. **Discuss and Possibly Act Upon Bid #13-007 for Bulk Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 66-69
15. **Discuss and Possibly Act Upon a Vocational Work Contract Between the City of Brenham and the Brenham State Supported Living Center, a Department of Aging and Disability Services (DADS) Facility, for Litter Management Services and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 70-74

WORK SESSION

16. Discussion and Presentation on Possible FY2013-14 City Street Improvement Program

Pages 75-76

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

17. Administrative/Elected Officials Report

Adjourn

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

CERTIFICATION

I certify that a copy of the June 6, 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 June 3, 2013 at **11:50 AM**.

Jeana Bellinger, TRMC

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

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on May 14, 2013 beginning at 7:30 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

Councilmember Andrew Ebel

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, City Secretary Jeana Bellinger, Deputy City Secretary Amanda Klehm, Chief Financial Officer Carolyn Miller, Police Chief Rex Phelps, and Public Utilities Director Lowell Ogle

Citizens present:

None

Media Present:

Arthur Hahn, Brenham Banner Press

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Barnes-Tilley**

3. City Secretary’s Certification of Unopposed Candidate for the City of Brenham, May 11, 2013 Special Election

City Secretary Jeana Bellinger presented this item. Bellinger certified the unopposed candidate for the City of Brenham’s Special Election held on May 11, 2013, which reflected that Weldon C. Williams, Jr. is the winner for the uncontested race for Place 2, Ward 2 transitional two (2) year term. Bellinger also certified that no proposition appeared on the ballot at the election, no person had made a declaration of write-in candidacy, and Weldon C. Williams, Jr. was the unopposed candidate. Bellinger stated no action was needed by Council.

4. Discuss and Possibly Act Upon an Order Declaring an Unopposed Candidate for City Council Position Place 2 - Ward 2 Elected to Office of the City of Brenham May 11, 2013 Special Election

Considerar y Posiblemente Actuar Una Orden Declarando un Candidato Sin Oposición Para Puesto de Concejal Lugar 2-Distrito 2 Elegido Para su Cargo de la Ciudad de Brenham el 11 de Mayo, 2013 por Elección Especial.

City Secretary Jeana Bellinger presented this item. Bellinger passed out the Spanish version of the Election Order, which was not included in the original agenda packet. Bellinger stated the Order is declaring an unopposed candidate, Weldon C. Williams Jr., for City Council Position Place 2 – Ward 2, elected.

A motion was made by Councilmember Goss and seconded by Councilmember Herring to approve an Order declaring an unopposed candidate for City Council Position Place 2 - Ward 2 elected to office of the City of Brenham May 11, 2013 Special Election.

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 Mary Barnes-Tilley	Yes
Councilmember Andrew Ebel	Absent
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

Secretaria de la ciudad presento esta información y distribuyo la orden de elección versión en español que no fue incluida en la agenda original. Bellinger declaro que esta Orden declara un candidato sin oposición, Weldon C. Williams Jr, para puesto de Concejal Posición 2-Distrito 2, elegido.

Una moción se presentó por Concejal Goss and fue secundada por Concejal Herring para aprobar la Orden declarando candidato sin oposición para puesto de Concejal Posición 2-Distrito 2 Elegido a su puesto de la Ciudad de Brenham el 11 de Mayo, 2013 Elección Especial.

El Alcalde Tate pidió una votación. La moción se aprobó y el ayuntamiento voto de la siguiente manera:

Alcalde Milton Y. Tate, Jr.	Si
Alcalde Pro Tem Gloria Nix	Si
Concejal Mary Barnes-Tilley	Si
Concejal Andrew Ebel	Ausente
Concejal Danny Goss	Si
Concejal Keith Herring	Si
Concejal Weldon Williams	Si

5. Discuss and Possibly Act Upon Resolution No. R-13-007 Canvassing the Returns and Declaring the Results of the General Election Held on May 11, 2013 for the Purpose of Electing One Council Member for Place 1 – Ward 1; One Council Member for Place 3 – Ward 3; One Council Member for Place 5 – At Large; and One Council Member for Place 6 - At Large to the City Council of the City of Brenham, Texas Each for a Four Year Term

City Secretary Jeana Bellinger presented this item. Bellinger passed out a revised and updated Resolution to Council with the official vote counts from the May 11, 2013 General Election, which was not included in the original agenda packet. Bellinger presented the official canvass of the returns of the City of Brenham’s General Election held on May 11, 2013, which reflected the results as follows:

Place 1 – Ward 1		
	<u>Total Votes</u>	<u>Percent</u>
Keith Herring	204	100.00%
Place 3 – Ward 3		
	<u>Total Votes</u>	<u>Percent</u>
Andrew Ebel	351	100.00%
Place 5 – At Large		
	<u>Total Votes</u>	<u>Percent</u>
Mary E. Barnes-Tilley	912	100.00%
Place 6 – At Large		
	<u>Total Votes</u>	<u>Percent</u>
Gloria Greenwade Nix	531	51.40%
Kyle A. Kendall	502	48.60%

A motion was made by Councilmember Goss and seconded by Councilmember Williams to approve Resolution No. R-13-007 canvassing the returns and declaring the results of the General Election held on May 11, 2013 for the purpose of electing one Council Member for Place 1 – Ward 1; one Council Member for Place 3 – Ward 3; one Council Member for Place 5 – At Large; and one Council Member for Place 6 – At Large to the City Council of the City of Brenham, Texas each for a four year term, to expire in May 2017.

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 Mary Barnes-Tilley	Yes
Councilmember Andrew Ebel	Absent
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

Adjourn

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on May 16, 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, Stacy Hardy, Rhonda Kuehn, Kaci Konieczny, Susan Nienstedt, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Development Services Director Julie Fulgham, Public Works Director Dane Rau, Public Utilities Director Lowell Ogle, Gary Jeter, Angela Hahn, and Grant Lischka

Citizens present:

Dorothy Morgan, Presiding Judge Roy May, Associate Judge Robert Wright, Clint Kolby, Jeff Tilley, James Madison, Kirk Hannath, Don Voelter, Byron McAdams, Craig Kankel, Dr. and Mrs. Nolte, and Kathryn Nolte

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 – City Manager Terry Roberts**

3. Administer Oaths of Office to Elected Officials and Issue Certificates of Election for Council Positions:

Place 2 – Ward 2 Weldon Williams

City Secretary Jeana Bellinger read the Certificate of Office and Dorothy Morgan, retired Washington County Judge administered the Oath of Office to Weldon C. Williams, Jr. for the Place 2 – Ward 2 position on the City Council of the City of Brenham, Texas for a two (2) year transitional term, to expire in May, 2015.

Place 1 – Ward 1 Keith Herring

City Secretary Jeana Bellinger read the Certificate of Office and Associate Judge Robert G. Wright, City of Brenham Municipal Court, administered the Oath of Office to Keith Herring for the Place 1 – Ward 1 position on the City Council of the City of Brenham, Texas for a four (4) year term, to expire in May, 2017.

Place 3 – Ward 3 Andrew Ebel

City Secretary Jeana Bellinger read the Certificate of Office and Dorothy Morgan, retired Washington County Judge administered the Oath of Office to Andrew Ebel for the Place 3 – Ward 3 position on the City Council of the City of Brenham, Texas for a four (4) year term, to expire in May, 2017.

Place 5, At Large Mary Barnes-Tilley

City Secretary Jeana Bellinger read the Certificate of Office and Dorothy Morgan, retired Washington County Judge administered the Oath of Office to Mary E. Barnes-Tilley for the Place 5 – At-Large position on the City Council of the City of Brenham, Texas for a four (4) year term, to expire in May, 2017.

Place 6, At Large Gloria Greenwade Nix

City Secretary Jeana Bellinger read the Certificate of Office and Presiding Judge Roy May, Washington County Justice of the Peace, Precinct 3, administered the Oath of Office to Gloria Greenwade Nix for the Place 6 – At-Large position on the City Council of the City of Brenham, Texas for a four (4) year term, to expire in May, 2017.

4. Proclamation

➤ 2013 Motorcycle Awareness Month - Share the Road Campaign

Mayor Tate read a proclamation designating May 2013 as Motorcycle Awareness Month - Share the Road Campaign. The Proclamation was accepted by a citizen.

5. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

6. Statutory Consent Agenda

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

6-a. Minutes from the April 18, 2013 and May 2, 2013 City Council Meetings

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve the Statutory Consent Agenda Item 6-a. Minutes from the April 18, 2013 and May 2, 2013 City Council Meetings.

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

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

WORK SESSION

7. Presentation of the 2012 Municipal Court Statistics

Municipal Court Administrator Rhonda Kuehn presented this item. Kuehn went over the statistics, which encompassed the last four fiscal years. Kuehn answered questions about the statistics and about state fees and reports.

City Manager Terry Roberts praised Kuehn and her team for a well-run operation with little complaints from patrons. Roberts stated the case load breaks down to roughly 30 cases a day in regards to working days.

8. Discussion and Presentation on the Community Oriented Policing Services (COPS) 2013 Hiring Program Grant

Police Chief Rex Phelps presented this item. Phelps stated, in accordance with the current personnel and staffing plan the police department is requesting two additional officers to complete the staffing of the patrol squads. Phelps explained these two officer positions are needed to ensure minimum staffing for officer safety and service delivery. Phelps stated there are only three patrol officers per patrol squad with one supervisor, but their minimum staffing due to community demand and officer safety is a minimum of four.

Phelps explained that they are running so thin in terms of personnel that if an employee gets sick, takes vacation, retires, or is assigned training, they run on a skeleton crew, which causes an obvious safety concern and eventually can be detrimental to morale.

Phelps presented information to explain the best management of their personnel resources would be to reorganize the department layout and shift two officers to the patrol division, but he explained there would still be a need for the additional two officers. Phelps explained that the grant his department would like to apply for will roughly cover 75% of salary and benefits for the two additional officers for three (3) years, which would leave a 25% commitment from the City. Phelps is requesting permission to apply for the hiring grant.

Councilmember Barnes-Tilley asked if this item would be included in next year's budget or if the City would have to find funds in this year's fiscal budget. Phelps explained that if they were awarded the grant, it would be included on the next fiscal budget.

Councilmember Goss directed his question at Chief Financial Officer Carolyn Miller regarding the annual salary, benefits, and expenses of an officer. Miller explained the annual salary and benefits is roughly \$60,000.00 per officer. Goss further questioned if the grant covered uniforms and vehicles. Phelps explained that the grant only covered the salary and benefits for the officers. Phelps stated uniforms are roughly \$6,000.00 per officer. Phelps plans to use two of the four annually budgeted police cars for the new officers and phase out only two vehicles instead of the usual four.

Phelps stated part of the grant's requirements include that the City must retain the positions at least one (1) year after the three (3) year grant period has ended.

REGULAR AGENDA

9. Discuss and Possibly Act Upon Resolution R-13-008 Authorizing the Submission of a Grant Application to Community Oriented Policing Services (COPS) for the 2013 Hiring Program to Employ Two Additional Police Officers and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Barnes-Tilley and seconded by Mayor Pro Tem Nix to approve Resolution R-13-008 authorizing the submission of a grant application to Community Oriented Policing Services (COPS) for the 2013 Hiring Program to employ two additional police officers 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 the Renewal of the Contract with Perdue, Brandon, Fielder, Collins, & Mott, LLP for Municipal Court Fines and Fees Collection Services and Authorize the Mayor to Execute Any Necessary Documentation

Municipal Court Administrator Rhonda Kuehn presented this item. Kuehn explained this amendment would allow the City of Brenham to continue its contract with a third party collections firm. Kuehn explained they have been with the current collection's firm for two years and have had a good working relationship. Kuehn explained that the City is on a month to month contract for now and can cancel with 30 day notice at any time. Kuehn stated she went over the new contract with City Attorney Cary Bovey and they only made small changes, which Perdue, Brandon, Fielder, Collins, & Mott, LLP has agreed to. Perdue representative, Doug Calame, was present to answer questions.

Councilmember Herring questioned Section 4 of the contract, which allows 30% add-on fees. Perdue representative, Doug Calame, stated this is to cover costs of non-adjudicated cases before 2003. Kuehn explained that the City did not send any of those cases to them for collections.

Perdue representative, Doug Calame, stated they surpassed the goal of twenty percent in two (2) years. Calame stated the numbers are closer to thirty percent at this point and they look forward to increasing those numbers in the future for the City.

A motion was made by Councilmember Herring and seconded by Councilmember Goss to approve the renewal of the contract with Perdue, Brandon, Fielder, Collins, & Mott, LLP for municipal court fines and fees collection services and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	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 Change Order No. 1, Change Order No. 2 (Reconciliation), and Authorize Final Payment to Kieschnick General Contractors for the Valmont and Salem Road Water System Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Director Lowell Ogle presented this item. Ogle stated Kieschnick General Contractors has completed work to extend a 12" water main from Industrial Blvd into the Valmont property as well as installed some infrastructure within their property. Ogle explained the project also included extending a 12 inch water main down Salem Road to Highway 36 South. Ogle explained the project did have two (2) change orders. Ogle stated Change Order No. 1 was for supplemental insurance that ultimately was not needed and Change Order No. 2 was a reconciliation. Ogle stated the total project came in \$8,378.35 under the original bid amount.

A motion was made by Councilmember Williams and seconded by Councilmember Ebel to approve Change Order No. 1, a reduction in the amount of \$1,500, Change Order No. 2, a reduction in the amount of \$6,878.35, and approve final payment to Kieschnick General Contractors in the amount of \$47, 128.38 for the Valmont and Salem Road Water System Improvements 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 #1006.079-WG/WH for 2013 Water Distribution System Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Director Lowell Ogle presented this item. Ogle stated the base bid included the installation of 2560 feet 6” PVC, 225 feet of 6” polyethylene and 410 feet of 8” water lines along Allison Street and Walnut Street to replace existing AC water lines. Ogle explained the project consists of several connections to existing water lines of various sizes, fire hydrant installation, service connections, asphalt pavement repair, and related appurtenances to replace the existing lines. Ogle stated four bids were received on the project with M&C Fonseca Construction, Inc. submitting the lowest bid in the amount of \$306,800.00. Ogle explained this was a budgeted item.

Councilmember Williams questioned the difference in the four bids. O’Malley Engineer Craig Kankel explained the top three (3) bidders are close in amount while the fourth bidder is significantly higher probably because his specialty is not in water distribution systems.

A motion was made by Councilmember Goss and seconded by Councilmember Barnes-Tilley to award Bid #1006.079-WG/WH to M&C Fonseca Construction, Inc in the amount of \$306,800.00 for 2013 Water Distribution System Improvements 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

13. Discuss and Possibly Act Upon Granting an Access Easement to Brenham Independent School District for Access Across City Owned Land from the Future Alton Elementary School Site to South Austin Street

Assistant City Manager Kyle Dannhaus presented this item. Dannhaus stated Brenham Independence School District approached the City regarding utilizing a narrow strip of land at the southern end of the water treatment plant for a one-way driveway connection from the future Alton Elementary School site (formerly the old Brenham Elementary School site) and South Austin Street. Dannhaus explained this easement grants BISD access to use this narrow strip of land for this access with the following conditions: (1.) The access easement is only to BISD and is no longer valid if they sell the land; and (2.) The easement will be revoked if state or federal laws governing the water treatment plant facility, located on the northern portion of this City owned land, requires abandonment of the easement for the City to comply with any applicable state or federal laws. Dannhaus stated the traffic patterns proposed is for parent drop-off traffic to enter the school site on South Market Street and progress either to this one-way exit driveway onto South Austin Street, or turn south and exit onto Tom Green Street via Church Street.

Dannhaus explained there will be no cross traffic off the easement; right turn only. Dannhaus advised the City has the ability to deny access if BISD requests to be able to turn left off the easement. Dannhaus stated that BISD has been agreeable to this point and have done what the City has asked of them.

Councilmember Herring questioned if the improvements made by BISD to the City's property will need to be reimbursed if the City gets the property back. Dannhaus stated BISD is covering the costs for improvements to the easement land. City Attorney Cary Bovey stated they can add language to the contract relinquishing liability to cover the City.

Dannhaus stated the City does have the right to close the easement for temporary use if necessary for repair of the water tank, but they will try to keep these repairs where it does not interfere with school traffic unless it's an emergency. BISD representation, Byron McAdams, stated BISD would only use the easement between 7:30am-8:30am and 3:00pm-4:00pm; otherwise, the gates to the easement will be closed. McAdams further stated no buses will be allowed on the easement, only parents. McAdams stated that BISD will be putting up gates and plans to work with the City on accessibility to the driveway.

McAdams stated that he does not foresee back up on Market Street because buses will be directed to go left towards Tom Green Street, while parents will be directed to go right. It was the consensus of the Council that an Ordinance be passed to help enforce the no left turn requirement.

A motion was made by Councilmember Goss and seconded by Councilmember Herring to approve granting an access easement with changes discussed to Brenham Independent School District for access across City owned land from the future Alton Elementary School site to South Austin Street and changes subject to the Mayor's approval.

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

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

14. Discussion and Presentation on Amendments to the Thoroughfare Plan Map Within the City of Brenham's Envision 2020 Comprehensive Plan

Development Services Director Julie Fulgham presented this item. Fulgham stated that the 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. Fulgham explained a thoroughfare plan map is an integral part of a City's development regulations. Fulgham stated that 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.

After a lengthy discussion about the thoroughfare plan, it was a consensus of the Council that the following changes be made to the Thoroughfare Plan before it is brought back to Council for adoption:

1. Adjust the alignment of Lauraine Street so that the off-set intersection with FM 577 is straightened and corrected.
2. Extend North Day Street to South Austin Street to the north of the Austin-Day crossover to connect the two corridors and eliminate the 90-degree turns along Tom Green Street.
3. Reduce the curve in the proposed collector street creating the Stringer St to FM 109 connection.

15. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- May 23, 2013 at 8:30 a.m. in Conference Room 2-A will be the ILA workshop meeting.
- May 30, 2013 at 8:30 a.m. in Conference Room 2-As will be the Pre-Budget meeting.
- The City was fined by TCEQ due to a mercury violation at the wastewater treatment plant. The department is still looking at the causes. The City will be paying the fine to the Supplemental Environmental Project (SEP).
- Mr. Roberts and Fire Chief Ricky Boeker will have a meeting with the County Volunteer Fire Chiefs tonight for a brief overview of the fire ILA with the County to answer any questions they may have.
- Mr. Roberts will be out on vacation next week Monday-Wednesday. He will return to office on Thursday.

Mayor Tate reported on the following:

- Meeting with Judge Brieden tomorrow to go over the animal services and fire service ILAs.
- Reminded the Council that they will vote on the decisions made at the May 23rd ILA workshop meeting at the first or second meeting in June depending on the outcome of the May 23rd meeting.

Councilmember Williams reported on the following:

- The website is steadily improved and everyone should register for notifications from CodeRed.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 6

DATE OF MEETING: June 6, 2013		DATE SUBMITTED: June 3, 2013
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Terry K. Roberts
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Election by Council of Mayor Pro Tem		
SUMMARY STATEMENT: Article III, Section 12 of the City Charter sets forth the powers and duties of the Mayor Pro Tem. The appointment of the Mayor Pro Tem typically takes place at the first meeting in June following the May election cycle.		
The Charter language reads as follows: “The City Council shall elect one of their members as Mayor pro-tempore, who in the absence or inability of the Mayor to act may exercise all the powers and authority appertaining to the office of the Mayor.”		
The Mayor’s duties are set forth in the same section. I have included a copy of that page of the Charter in your agenda packet for review.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Section from City Charter dealing with duties of the Mayor and Mayor Pro Tem.		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Appoint a member of City Council to serve as Mayor Pro Tem.		
APPROVALS: Terry K. Roberts		

Sec. 10. [Regular election days].

The regular municipal elections of the City of Brenham shall be held on the first Saturday in May every year.

(Char. Amend. of 5-6-89, § 2)

Sec. 10A. Runoff elections.

In the event any candidate for the Council (including the Mayor) fails to receive a majority of all votes cast for his particular office, at any regular or special election, the Mayor or, if he fails to do so, the Council shall on the first day following the completion of the official count of ballots cast the first election order a runoff election to be held within thirty (30) days following the preceding election, at which election the two (2) candidates receiving the highest number of votes cast for such particular office in the first election at which no one was elected to such office by receiving a majority of all votes cast for all candidates for such particular office shall be voted on again, and the candidate who receives the majority of the votes cast for the particular office in the runoff election shall be elected to such office and shall take office as soon thereafter as he is qualified. In runoffs for the office of Mayor or Councilmembers elected at large, the registered voters of the city as a whole shall vote. In runoffs of Councilmembers for single wards, being any of the Councilmembers from Ward One, Ward Two, Ward Three or Ward Four, only those registered voters in the particular ward shall vote in the runoff election for that particular position.

(Char. Amend. of 4-6-85, § 1; Char. Amend. of 5-6-89, § 9)

Sec. 11. [Special elections; state election laws control elections].

All elections provided for in this Charter, except the regular election held on the first Saturday in May of every year, shall be called special elections, and all elections shall be conducted and results canvassed and announced by the election authorities as prescribed by the general election laws of the State of Texas relating to cities and towns, and said general election laws shall control in all municipal elections, except as otherwise herein provided.

(Char. Amend. of 5-6-89, § 5)

Sec. 12. [General powers and duties of Mayor; Mayor pro tempore].

The Mayor of the City shall be the presiding officer of the City Council. He shall vote as a member of the City Council on all matters coming before the body; sign all bonds, warrants and other official documents; be the official head of the City, and exercise all powers and perform all duties imposed upon him by this Charter and by the ordinances of the City, and resolutions of the City Council.

The City Council shall elect one of their number as Mayor pro tempore, who in the absence or inability of the Mayor to act, may exercise all the powers and authority appertaining to the office of Mayor.

(Char. Amend. of 5-6-89, § 9)



AGENDA ITEM 7

DATE OF MEETING: June 6, 2013		DATE SUBMITTED: June 3, 2013
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Terry K. Roberts
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Animal Control Services and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: The City-County ILA Task Force reviewed the 2010 agreement for animal control services and jointly agreed to recommend the removal of the three free calls per month, and maintain the per call rate of \$65 for each animal control call in the County and the \$175 rate for each animal control call related to an animal bite case. The Task Force recommendation was discussed with the City Council at a workshop on May 23, 2013 and it was the consensus of the Council to move forward with this agreement as recommended by the ILA Task Force.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Interlocal Agreement between the City of Brenham and Washington County for Animal Control Services.		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County for animal control services and authorize the Mayor to execute any necessary documentation		
APPROVALS: Terry K. Roberts		

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR ANIMAL CONTROL SERVICES**

WHEREAS, this Interlocal Agreement (“Agreement”) is entered into by and between the following parties: the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as “City,” and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County;” and

WHEREAS, the County does not have personnel on its staff experienced in animal control; and

WHEREAS, the County has a need, from time to time, for the services of experienced animal control personnel;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Animal Control Services

a) The City agrees to the following:

1. To provide animal control services upon request from the Washington County Sherriff, or his/her designee. These services shall include, but not be limited to, handling animal bite cases, caring for injured animals, assisting with animals in a vehicle when the driver is placed under arrest, and/or assisting with animal seizure warrants, and shall be performed at the request and under the direction of the Washington County Sheriff or his/her designee; and

b) The County agrees to the following:

1. To pay to the City the amount of Sixty-Five and No/100 Dollars (\$65.00) per animal control service call (calls not involving animal bite cases) to which the City responds during each calendar month; and
2. To pay to the City the amount of One Hundred Seventy-Five and No/100 Dollars (\$175.00) for each animal control service call related to an animal bite case to which the City responds during each calendar month.

2.0 Purpose

The purpose of this Agreement is to allow the City to provide animal control services to the County.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

The waiver by either party of a breach of this Agreement shall be written and shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

5.0 Term

This Agreement shall be effective beginning July 1, 2013 and shall remain in effect until December 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

6.0 Review

During the term of this Agreement, and beginning on or before June 30, 2014, the Parties shall meet at least once (or more frequently as deemed appropriate by the Parties) for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement and/or whether the funding structure is equitable for all Parties. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 12.0 of this Agreement.

The failure of the Parties to review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

7.0 Payment

An itemized listing of charges incurred by the County under this Agreement shall be invoiced by the City to the County each month, and payment thereof shall be due and payable within thirty (30) days of the County's receipt of such invoice.

8.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

9.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

10.0 Funding

The County shall pay for services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

11.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

12.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

13.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

14.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

15.0 Attorney's Fees

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney's fees and costs of the action.

16.0 Indemnification

The County shall indemnify and save and hold harmless the City and its officers, agents, employees and volunteers from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney’s fees incurred by the City, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts, omissions or willful misconduct of the County and/or City, or their officers, agents, employees or volunteers in the execution, operation, or performance of this Agreement.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the _____ day of _____, 2013.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk



AGENDA ITEM 8

DATE OF MEETING: June 6, 2013	DATE SUBMITTED: June 3, 2013	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry K. Roberts	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Animal Shelter Services and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: The City-County ILA Task Force reviewed the 2010 agreement for animal shelter services and jointly agreed to a funding rate for animal shelter services on a cost per animal since Washington County animals accounted for 44% of the animals cared for at the shelter. The Task Force agreed to a rate of \$103 per animal impounded or surrendered. That rate is based on the FY13 operating budget. The formula for arriving at the \$103 number involved taking our shelter operating budget and allocating 44% of the cost to the County and giving credit for some of the offsetting revenues to the shelter operation. The cost share calculation worksheet is included with this agenda form. The Task Force recommendation was discussed with the City Council at a workshop on May 23, 2013 and it was the consensus of the Council to move forward with this agreement as recommended by the ILA Task Force.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Cost Share Calculation Worksheet; and (2) Interlocal Agreement between the City of Brenham and Washington County for Animal Shelter Services.		
FUNDING SOURCE (Where Applicable): N/A		

RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County for animal shelter services and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

CITY OF BRENHAM
DONALD G. AUSTIN MEMORIAL ANIMAL SHELTER
COST-SHARE CALCULATION WORKSHEET

ANIMAL COUNTS

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>Average</u>
County Animals Surrendered	734	545	712	664
County Animals Impounded	87	83	59	76
City Shelter Intake	939	773	1125	946

CALCULATION OF COUNTY ANIMALS

Average of Animals in Shelter (2010-12)	1,686
Average of County Animals in Shelter (2010-12)	740
Percentage of County Animals in Shelter	44%

REVENUES

	<u>FY11</u>	<u>FY12</u>
Adoption Fees	\$ 13,629	\$ 10,925
Animal Shelter - Misc/Rabies	\$ 1,214	\$ 1,126
Impounded Animals	\$ 5,664	\$ 4,237
<i>Total Revenues</i>	<i>\$ 20,507</i>	<i>\$ 16,288</i>

REVENUE OFFSET CALCULATION

Average of Revenues (FY11 and FY12)	\$ 18,397
Percentage of County Animals in Shelter	44%
Revenue Offset Based on Percentage of County Animals in Shelter	\$ 8,076

PER ANIMAL FUNDING CALCULATION

FY13 Shelter Budget	\$ 191,524
Funding Based on Percentage of Animals in Shelter	\$ 84,271
Credit for Revenue Offset	\$ (8,076)
Total Number of County Animals	740

COST PER ANIMAL **\$ 103**

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR ANIMAL SHELTER SERVICES**

WHEREAS, this Interlocal Agreement is entered into by and between the following parties: the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as “City”, and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County”;

WHEREAS, the County does not have personnel on its staff experienced in the sheltering of animals;

WHEREAS, the County does not have a facility to shelter such animals;

WHEREAS, the County has the need from time to time for the services of an animal shelter and experienced shelter personnel; and

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Animal Shelter Services

- a) The City agrees to provide animal sheltering services to all County residents and County law enforcement officials, when needed, in accordance with the animal shelter policies and applicable regulations of the City. The City shall not be required to accept an animal for sheltering in the event the City does not have adequate space at its shelter to properly house the animal.
- b) The County agrees to pay the City for animal sheltering services provided by the City. The County shall pay the City the amount of One Hundred Three and No/100 Dollars (\$103.00) per “County Animal” for housing animals in the City’s animal shelter facility.

For purposes of this Agreement, the term “County Animal” shall mean any animal, of any age, housed at the City’s animal shelter facility as a result of:

- 1. The City’s provision of animal control services at the request of the Washington County Sheriff or his designee; or
- 2. A Washington County, non-City, resident dropping off or presenting an animal (for example, an animal that is lost, abandoned or being forfeited) to the City’s animal shelter facility or City animal control personnel for care and/or custody.

2.0 Purpose

The purpose of this Agreement is to allow the City to provide animal sheltering services to all County residents and County law enforcement officials, when needed.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

5.0 Term

This Agreement shall be effective beginning July 1, 2013 and shall remain in effect until December 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein as least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

6.0 Review

During the term of this Agreement, and beginning on or before June 30, 2014, the Parties shall meet at least once (or more frequently as deemed appropriate by the Parties) for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement and/or whether the funding structure is equitable for all Parties. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 12.0 of this Agreement.

The failure of the Parties to review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

7.0 Payment

An itemized listing of the total number of County Animals sheltered under the terms of this Agreement shall be invoiced by the City to the County each month, and payment thereof shall be due and payable within thirty (30) days of the County's receipt of such invoice.

8.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

9.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

10.0 Funding

The County shall pay for animal sheltering services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

11.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

12.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

13.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

14.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

15.0 Attorney’s Fees

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney’s fees and costs of the action.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the _____ day of _____, 2013.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk



AGENDA ITEM 9

DATE OF MEETING: June 6, 2013		DATE SUBMITTED: June 3, 2013	
DEPT. OF ORIGIN: Administration		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 checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION	
	<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-13-009 Supporting the Construction of a New Regional (Brenham-Washington County) Animal Shelter Facility			
SUMMARY STATEMENT: It has been determined the current regional animal shelter is not sufficient in size to service community demands and is at the end of its life in terms of wear and tear, viability, and age. The animal shelter task force and an anonymous donor respectfully request the city council commit to a portion of the funding of a new facility. The donor has pledged \$500,000 to the project and has respectfully challenged the City of Brenham to pledge a comparable amount. The county has also been respectfully challenged to fund a comparable amount for the city and county regional animal shelter. The animal shelter task force has committed to raising the remaining portion of the new shelter construction and/or project costs. The task force needs the commitment from both governing entities in order to start their fundraising efforts for a regional shelter.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
<p>A. PROS: Capitalize on the donor and community's generous offer to fund roughly half the costs to build a new shelter. Continue and improve level of service to the community. Save more animals, facilitate more adoptions and <u>meet state mandatory standards</u>. Meet the 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 demand.</p>			
ALTERNATIVES (In Suggested Order of Staff Preference): None identified.			
ATTACHMENTS: (1) Resolution No. R-13-009			
FUNDING SOURCE (Where Applicable): Private donations; city and county funding options.			

RECOMMENDED ACTION: Approve Resolution No R-13-009 supporting the construction of a new regional (Brenham-Washington County) animal shelter facility

APPROVALS: Terry K. Roberts

RESOLUTION NO. R-13-009

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS STRONGLY SUPPORTING THE CONSTRUCTION OF A NEW REGIONAL ANIMAL SHELTER FACILITY WITHIN THE CITY LIMITS OF BRENHAM AND PLEDGING FINANCIAL SUPPORT FOR THE FACILITY;

WHEREAS, the City of Brenham's existing Animal Shelter was built over 20 years ago, using both private and public funds, and exemplifies public/private partnerships; and

WHEREAS, the facility is regulated by state and federal guidelines which require compliance with strict animal shelter specifications for housing animals, and the facility is inspected annually; and

WHEREAS, due to the advanced age of the facility and the facility's degradation caused by wear and tear over the years, the Animal Shelter is in danger of being closed down; in fact, in June 2012 the Shelter was forced to stop accepting animals for a two-week period of time because of maintenance issues; and

WHEREAS, an Animal Shelter Task Force consisting of City and County elected officials, community leaders and City staff was formed to research and evaluate the construction of a new animal shelter facility, and the resulting recommendations of the Task Force were presented to the City Council in April, 2013; and

WHEREAS, the Council strongly supports the recommendation of the Task Force that a new regional animal shelter facility be constructed using City, County and private funding;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF BRENHAM, TEXAS that the City Council strongly supports the construction of a new regional animal shelter within the city limits of Brenham and pledges its financial support in an amount up to \$560,000.00; however, in the event the animal shelter is not constructed as a regional facility utilizing City, County and private funding, the City's financial support may be adjusted as deemed necessary by the City Council.

RESOLVED on this the _____ day of _____, 2013.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 10

DATE OF MEETING: June 6, 2013		DATE SUBMITTED: June 3, 2013	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Terry K. Roberts	
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 an Interlocal Agreement Between the City of Brenham and Washington County for Fire Protection and Fire Rescue Services and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: See attached memo from the City Manager.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference): N/A			
ATTACHMENTS: (1) Memo from City Manager; (2) Cost of Service on Per Run Basis by Apparatus Worksheets; and (3) Interlocal Agreement between the City of Brenham and Washington County for Fire Protection and Fire Rescue Services.			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County for fire protection and fire rescue services and authorize the Mayor to execute any necessary documentation.			
APPROVALS: Terry K. Roberts			



Office Memorandum

To: Mayor and City Council
From: Terry K. Roberts, City Manager
Subject: Fire and Rescue ILA
Date: June 3, 2013

In the last two weeks, you made significant progress in arriving at what you feel is fair and equitable county funding for fire and rescue services in the rural areas of Washington County. The current agreement was extended six months to June 30, 2013 in hopes something could be worked out.

If an agreement with the County is not reached, another short term extension will have to be put in place. The County will need to get with the volunteer departments to work out the new rural territory they will be taking over. Then all of the rural addresses with new volunteer department coverage must be updated in the City's Communications Department data base.

As you are aware, the Brenham Fire Department provides a substantial amount of fire and rescue services to Washington County. In fact, roughly one out of every five BFD calls for service are outside the city limits.

Under contract with the County, Brenham has primary fire service responsibility for a 24 square mile area outside Brenham, often referred to as District 5. It is double the size of Brenham. Because Brenham is centrally located in the County, we are often the closest neighboring department and thus often assist volunteer departments with their calls.

Lastly, the Brenham FD is the agency for Brenham and all of Washington County to handle rescue calls for vehicle wrecks, hazardous materials incidents and related calls. Brenham has the training and equipment to provide that service for the entire county.

Using A Cost Per Run Formula:

During our May 23rd ILA Council workshop we advised you that both City and County ILA task force members were willing to calculate fire and rescue funding on a per call basis rather than an annual budget allocation. In March, Fire Chief Boeker prepared a cost of service on a per run basis with a different rate for the three major pieces of fire equipment used on county calls.

Chief Boeker applied the calculated per run rates to the 2012 county fire and rescue calls to come up with a projected annual payment from the County for budgeting purposes. In 2012, the City made 109 calls in the County.

In his initial presentation to Council at the ILA workshop, Chief Boeker showed what was included in his cost of service model. He included three major categories in his formula: cost of operating the equipment, direct labor on the call and 10% of the budgeted cost for volunteer pension and protective clothing. The average cost per run amounted to \$483 or \$52,650 for the year based on the 2012 call volume.

Updating The Per Run Formula:

You asked that we update those figures to include all costs directly related to the volunteers and base it on 20% of those budget line items instead of 10% since that is percentage of county runs made by BFD. That change added \$120 per run to the cost of each run making the average cost per run \$603 or \$65,730.

Under the updated cost of service model, the individual call rates are as follows: Rescue calls - \$732; Structure calls - \$600; and Wildland/Grass calls - \$501. Those rates have been inserted into the fire and rescue ILA. The ILA has per call rates and not a yearly funding amount.

The rescue truck is scheduled to be replaced in the next year or two. When that occurs, the rate for rescue truck will need to increase by approximately \$300 per run to a rate of \$1,032. The ILA on this week's agenda will run for 18 months so the rescue replacement will probably not be placed in service before the end of 2014.

Other Details Of The Per Run Rate

At the budget workshop, we discussed what would be included and what would not be included in these per run rates. The County suggested a 50% discount in the rate when a call was cancelled in route. You directed that we prepare the ILA without the discount since other concessions had already been made as outlined below.

Since the average length of a call in the County was 52 minutes, the numbers reflect the cost of service for a one hour call. However, on about 10% of the calls last year, the call lasted for more than an hour and one half.

Additionally, the labor component of the cost per run rate only includes direct labor cost and there is no allowance for any standby or readiness. The County contends we should not include standby in the rates to the County because we need our staff around the clock for city calls; however, the County benefits greatly by “our” readiness in that they receive a more rapid response to county calls by BFD.

In the end, you directed we leave standby costs out of the rate offered to the County. The average cost of a fire call by Brenham Fire Department last year was \$2,462 with more than \$1,800 in labor cost. Based on 2012, the County’s new rate averages \$603 per call for a total of \$65,730 or less than 5% of the Fire Department budget. The 109 calls in 2012 represented 19% of the total calls for BFD.

Lastly, we have included a plan to compensate volunteer fire departments when they are requested to respond to calls in the City of Brenham. Brenham Fire Department makes significantly more mutual aid calls for county volunteer departments than they do in the City. Since the City will be compensated on a per call basis, the City feels it is fair to offer City compensation directly to the volunteer departments when they are needed to respond in the City. The ILA includes language to provide volunteer departments responding to assist on a City call \$600.

Once approved, we will transmit a copy of this and the other ILAs to the County for their consideration. This and four other agreements need action prior to June 30th.

Cost of Service on Per Run Basis By Apparatus

revised Clothing/Pension - added workers comp / Accident Ins.

Current Equipment		Calls for Service	Cost Per Apparatus	Labor*	20% of Clothing & Pension Cost	20% Accident Ins Workers Comp	Total Cost Per Run
Rescue Calls	Rescue 1	34	\$362.00	\$150.00	\$200.00	\$20.00	\$732.00
Structure Fires	Engine 4	33	\$230.00	\$150.00	\$200.00	\$20.00	\$600.00
Wildland/Grass	Booster 1	42	\$206.00	\$75.00	\$200.00	\$20.00	\$501.00
Average Cost Per Column			\$266.00	\$125.00	\$200.00	\$20.00	\$611.00

The Brenham Fire Department had 583 calls in 2012 of which 109 were in the County (19%)

Replacement Rescue Truck		Cost Per Apparatus	Labor*	10% of Clothing & Pension Cost	20% Accident Ins Workers Comp	Total Cost Per Run
Rescue Calls	Rescue 1	\$660.00	\$150.00	\$200.00	\$20.00	\$1,030.00
Structure Fires	Engine 4	\$230.00	\$150.00	\$200.00	\$20.00	\$600.00
Wildland/Grass	Booster 1	\$206.00	\$75.00	\$200.00	\$20.00	\$501.00
Average Cost Per Column			\$365.00	\$125.00	\$200.00	\$710.33

Apparatus Cost

Included in the cost per hour is depreciation, fuel cost, repairs and maintenance cost and vehicle insurance cost,

***Labor Cost**

\$25 per hour per FF

The \$150 includes 2 FF per Apparatus with 1 hour on scene and 1 hour clean up at the station with 4 FF Station Shift = 4 on duty

The \$75 includes 1 FF per Apparatus with 1 hour on scene avg./ 1 hour clean up at station - 2 FF
Booster 1 is smaller truck and takes less to clean up

Workers Comp Coverage

2012 annual cost \$4080 x 20% = \$816

VFIS Accident Ins 2012 annual cost \$3665 x 20% = \$733

\$1,549 divided by 100 runs \$20

Rescue Calls

Division 5 had 5 rescue calls with cutters, spreaders, power unit used 5 times

Division 6 had 16 rescue calls with cutters, spreaders, power unit used 10 times

Division 5 & 6 had 28 total rescue calls with 7 canceled in route

Division 5 had a total of 41 calls & Division 6 had a total of 68 calls - Totaling 109 calls

Pension / Bunker Gear

Took budget numbers from **Vol. Pension (65,000)** and **Clothing/Bunker Gear (32,000)**

Add together, times **20%** and divide by number of runs (100 avg. runs)

Cost of Service by Call Type

revised Clothing/Pension - added workers comp / Accident Ins.

Current Equipment	% of Calls by Type	2012 Calls in County	Cost per Apparatus	Total Cost	Average cost per run based on actual
Rescue Calls	31%	34	\$732.00	\$24,888.00	County Calls
Structure Fires	30%	33	\$600.00	\$19,800.00	
Wildland/Grass Fires	39%	42	\$501.00	\$21,042.00	
Total	100%	109		\$65,730.00	\$603.03

Replacement Rescue Truck	% of Calls by Type	2012 Calls in County	Cost per Apparatus	Total Cost	Average cost per run based on actual
Rescue Calls	31%	34	\$1,030.00	\$35,020.00	County Calls
Structure Fires	30%	33	\$600.00	\$19,800.00	
Wildland/Grass Fires	39%	42	\$501.00	\$21,042.00	
Total	100%	109		\$75,862.00	\$695.98

Summary of Cost with Actual Calls

revised Clothing/Pension - added workers comp / Accident Ins.

	Cost per Apparatus	2012 Calls in County	Calls on Scene	Calls Canceled in Route	All Calls same price Total Calls	On Scene Calls	Canceled in Route 1/2 price
Current Rescue Truck							
Rescue Calls	\$732.00	34	27	7	\$24,888.00	\$19,764.00	\$2,562.00
Structure Fires	\$600.00	33	27	6	\$19,800.00	\$16,200.00	\$1,800.00
Wildland/Grass Fires	\$501.00	42	38	4	\$21,042.00	\$19,038.00	\$1,002.00
Average Cost for Apparatus	\$611.00	109			\$65,730.00	\$55,002.00	\$5,364.00
	\$66,599.00					\$60,366.00	
New Rescue Truck							
Rescue Calls	\$1,030.00	34	27	7	\$35,020.00	\$27,810.00	\$3,605.00
Structure Fires	\$600.00	33	27	6	\$19,800.00	\$16,200.00	\$1,800.00
Wildland/Grass Fires	\$501.00	42	38	4	\$21,042.00	\$19,038.00	\$1,002.00
Average Cost for Apparatus	\$710.33	109			\$75,862.00	\$63,048.00	\$6,407.00
	\$77,426.33					\$69,455.00	

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR FIRE PROTECTION AND FIRE RESCUE SERVICES**

WHEREAS, the City of Brenham, hereafter referred to as “City” and Washington County, hereafter referred to as “County” are cooperating to provide fire protection and fire rescue service to the Washington County area pursuant to Texas Government Code, Chapter 791;

WHEREAS, the City and the County obtain certain economies of scale by combining programs and having an experienced provider of services;

WHEREAS, the City and the County have each determined that it would be mutually advantageous for the administration of fire protection and fire rescue service to have this Agreement to promote clarity and ease of understanding;

WHEREAS, the City and the County are authorized to enter into this Agreement in all respects;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Fire Protection and Fire Rescue Services

a) The City agrees to the following:

1. To staff, operate and maintain a Fire Station for the benefit of all City and County residents as outlined in this Agreement.
2. To provide fire protection service within the City and in Division 5, an unincorporated area of the County, as shown on the Brenham Fire Divisions Coverage Map, attached hereto and incorporated herein as “Exhibit A”.
3. To provide fire rescue service within the City and in all of the unincorporated areas of the County.
4. Pay County volunteer departments for fire service provided to the City in response to the City’s request for service at the following rates:
 - A. Structure Fires: Six Hundred and No/100 Dollars (\$600.00) per structure fire call responded to within the incorporated area of the City.
 - B. Wildland/Grass Fires: Five Hundred One and No/100 Dollars (\$501.00) per wildland/grass fire responded to within the incorporated area of the City.

- b) The County agrees to the following:
1. To pay the City the following amounts for fire protection and rescue service at the following rates:
 - A. Rescue Calls: Seven Hundred Thirty Two and No/100 Dollars (\$732.00) per rescue call responded to in the unincorporated areas of the County.
 - B. Structure Fires: Six Hundred and No/100 Dollars (\$600.00) per structure fire call responded to in Division 5, an unincorporated area of the County.
 - C. Wildland/Grass Fires: A rate of Five Hundred One and No/100 Dollars (\$501.00) per wildland/grass fire responded to in Division 5, an unincorporated area of the County.

2.0 Purpose

The purpose of this Agreement is to outline the terms and conditions of the City's provision of fire protection within Division 5, an unincorporated area of the County, and fire rescue service within the City and in all of the unincorporated areas of the County.

3.0 Breach

The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

5.0 Term

This Agreement shall be effective beginning July 1, 2013 and shall remain in effect until December 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

6.0 Review

During the term of this Agreement, and beginning on or before June 30, 2014, the Parties shall meet at least once (or more frequently as deemed appropriate by the Parties) for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement and/or whether the funding structure is equitable for all Parties. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 12.0 of this Agreement.

The failure of the Parties to review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

7.0 Payment

An itemized listing of the charges incurred by the County under this Agreement shall be invoiced by the City to the County each month, and payment thereof shall be due and payable within thirty (30) days of the County's receipt of such invoice.

8.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

9.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

10.0 Funding

The County shall pay for fire protection and rescue services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

11.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

12.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

13.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

14.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

15.0 Attorney's Fees

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney's fees and costs of the action.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the _____ day of _____, 2013.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk



AGENDA ITEM 11

DATE OF MEETING: June 6, 2013		DATE SUBMITTED: June 3, 2013
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Terry K. Roberts
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Library Services at the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: The public library in Brenham has been in operation for more than 100 years. The Library receives some operational funding from Washington County; however, it is not clear how the funding level was originally determined. The current annual funding is \$30,000, which is roughly 7% of the total operating budget of \$427,541. There is also language in the current agreement calling for the County to share in capital improvements at 50%, once approved in their operating budget.		
<p>During the May 30, 2013 pre-budget council workshop, staff presented information related to the library's accreditation process through the Texas State Library and Archives Commission. According to the State, if the City accepts any funding from another governmental entity, that entity's population will be considered by the State when determining requirements for the library's accreditation. In other words, upon receipt of any funds from the County, the City would be responsible for maintaining a library that can serve the total County (33,791) population, not just the City (15,752).</p> <p>Based on the accreditation information, it was the consensus of the Council to increase the County's annual funding of the Library to \$213,771, which is 50% of the total operating budget even though County residents make up 53% of the total population currently being served at the library.</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		

ATTACHMENTS: (1) Interlocal Agreement between the City of Brenham and Washington County for library services at the Nancy Carol Roberts Memorial Library

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County for library services at the Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR LIBRARY SERVICES AT THE
NANCY CAROL ROBERTS MEMORIAL LIBRARY**

WHEREAS, Washington County, Texas, a political subdivision of the State of Texas has the authority, under Section 323.011 of the Local Government Code of the Texas Constitution to appropriate funds to an established library by agreement detailing the services to be rendered for the funds;

WHEREAS, the City of Brenham, hereafter referred to as “City” and Washington County, hereafter referred to as “County” are cooperating to provide library services to all City and County residents;

WHEREAS, the City and the County obtain certain economies of scale by combining programs and having an experienced provider of services;

WHEREAS, the City and the County have each determined that it would be mutually advantageous for the administration of library services to enter into Agreement to promote clarity and ease of understanding;

WHEREAS, the City and the County are authorized to enter into this Agreement in all respects;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Library Services

- a) The City agrees to staff, operate, and maintain the Nancy Carol Roberts Memorial Library, hereafter referred to as “Library”, for the benefit of all City and County residents; and
- b) During the term of this Agreement, the County agrees to pay the City the total amount of Three Hundred Twenty Thousand Six Hundred Fifty-Six and 50/100 Dollars (\$320,656.50) for library services. The County’s payment of \$320,656.50 to the City shall be made in equal monthly installments as more fully described in Section 7.0.

- c) Requests for capital improvements related to the Library shall be submitted to the City Council for approval during the City's annual budget process. Once approved by City Council, the request shall be submitted to the County Commissioners for approval during their annual budget process. If the capital improvements are approved by both governing bodies, all capital improvement costs shall be shared equally (50% each) between the Parties.

2.0 Purpose

The purpose of this Agreement is to provide library services to all City and County residents.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

5.0 Term

This Agreement shall be effective beginning July 1, 2013 and shall remain in effect until December 31, 2014. Either party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

6.0 Review

During the term of this Agreement, and beginning on or before June 30, 2014, the Parties shall meet at least once (or more frequently as deemed appropriate by the Parties) for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement and/or whether the funding structure is equitable for all Parties. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 12.0 of this Agreement.

The failure of the Parties to review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

7.0 Payment

The total amount of \$320,656.50 payable to the City pursuant to this Agreement shall be due and payable to the City in eighteen (18) equal monthly installments. The amount of Seventeen Thousand Eight Hundred Fourteen and 25/100 Dollars (\$17,814.25) shall be invoiced by the City to the County each month, and payment thereof shall be due and payable within thirty (30) days of the County's receipt of such invoice.

8.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

9.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

10.0 Funding

The County shall pay for Library services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

11.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

12.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

13.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

14.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

15.0 Attorney's Fees

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney's fees and costs of the action.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the 13th day of December, 2012.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk



AGENDA ITEM 12

DATE OF MEETING: June 6, 2013		DATE SUBMITTED: June 3, 2013
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Terry K. Roberts
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to the Operation of and Improvements to Linda Anderson Park and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: The City-County ILA Task Force reviewed the 2010 agreement for the operation of and improvements to Linda Anderson Park and jointly agreed that the annual funding level should remain at \$35,000 (which generally represents one-half of the operating cost) and that the County continue to pick up half of the capital cost for park improvements that are approved in the County's normal budget process. The Task Force recommendation was discussed with the City Council at a workshop on May 23, 2013 and it was the consensus of the Council to move forward with this agreement as recommended by the ILA Task Force.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Interlocal Agreement between the City of Brenham and Washington County for the operation of and improvements to Linda Anderson Park		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County related to the operation of and improvements to Linda Anderson Park and authorize the Mayor to execute any necessary documentation		
APPROVALS: Terry K. Roberts		

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR LINDA ANDERSON PARK**

WHEREAS, this Interlocal Agreement is entered into by and between the following parties: the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as “City”, and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County”;

WHEREAS, the City and County are authorized to enter into this Agreement in all respects by Texas Government Code, Chapter 791;

WHEREAS, on August 21, 1979 the City paid \$45,652.00 for one (1) tract of land totaling 11.413 acres, as more fully described in Volume 380, Page 710 in the Deed Records of Washington County, Texas, for the development of Linda Anderson Park, hereinafter referred to as the “Park”;

WHEREAS, on January 9, 1980 the City paid \$54,105.00 for three (3) tracts of land totaling 10.821 acres, as more fully described in Volume 387, Page 172, in the Deed Records of Washington County, Texas, for further development of the Park;

WHEREAS, on July 23, 1980 the County paid to the City \$49,878.50, exactly one-half of the total land costs, for the development of the Park;

WHEREAS, on July 29, 1980 the City deeded to the County an undivided one-half (1/2) interest in the Park, as recorded in Volume 397, Page 516, in the Deed Records of Washington County, Texas;

WHEREAS, the City and County have determined that sharing equally in the costs makes the asset more economically feasible and creates an opportunity to provide better facilities;

WHEREAS, on February 20, 1981 the City and County agreed to split all maintenance and operating costs associated with the Park on an equal (50/50) basis in return for the City deeding to the County an undivided one-half (1/2) interest in the Park;

WHEREAS, on January 6, 2011 the City enacted Resolution No. R-11-001 approving the termination and waiver of the provisions of the Fee Simple Determinable Condition placed on the City’s prior conveyance of the Public Health Facility property to the County, in exchange for the County’s conveyance of its undivided one-half (1/2) interest in the Linda Anderson Park property to the City; and

WHEREAS, on March 11, 2011 Washington County executed and filed a Special Warranty Deed to convey its undivided one-half (1/2) interest in the Linda Anderson Park Property to the City of Brenham, said instrument being recorded in Volume 1369, Page 991, in the Official Records of Washington County, Texas; and

WHEREAS, on March 22, 2011 the City executed and filed a Partial Termination and Release to terminate and waive the Fee Simple Determinable Condition on the conveyance of the Public Health Facility property, said instrument being recorded in Volume 1368, Page 469, in the Official Records of Washington County, Texas; and

WHEREAS, the City and County desire to enter into this Agreement in order to promote clarity and ease of understanding;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Linda Anderson Park

- a) During the term of this Agreement, the County agrees to pay the City the total amount of Fifty-Two Thousand Five Hundred and No/100 Dollars (\$52,500.00) for the maintenance and operation of the Park. The County's payment of \$52,500.00 to the City shall be made in equal monthly installments as more fully described in Section 7.0.
- b) Requests for capital improvements to the Park shall be submitted to the City Council for approval during the City's annual budget process. If approved by City Council, the request shall be submitted to the County Commissioners for approval during their annual budget process. If the capital improvements are approved by both governing bodies, all capital improvement costs shall be shared equally (50% each) between the Parties hereto.

2.0 Purpose

The purpose of this Agreement is to provide for the operation, maintenance and capital improvements for the Park which directly benefit the residents of both the City and the County.

3.0 Breach

The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

5.0 Term

This Agreement shall be effective beginning July 1, 2013 and shall remain in effect until December 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

6.0 Review

During the term of this Agreement, and beginning on or before June 30, 2014, the Parties shall meet at least once (or more frequently as deemed appropriate by the Parties) for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement and/or whether the funding structure is equitable for all Parties. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 12.0 of this Agreement.

The failure of the Parties to review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

7.0 Payment

The total amount of \$52,500.00 payable to the City pursuant to this Agreement shall be due and payable to the City in eighteen (18) equal monthly installments. The amount of Two Thousand Nine Hundred Sixteen and 67/100 Dollars (\$2,916.67) shall be invoiced by the City to the County each month, and payment thereof shall be due and payable within thirty (30) days of the County's receipt of such invoice.

8.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

9.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

10.0 Funding

The County shall pay for services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

11.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

12.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

13.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

14.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

15.0 Attorney's Fees

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney's fees and costs of the action.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the 13th day of December, 2012.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk



AGENDA ITEM 13

DATE OF MEETING: June 6, 2013	DATE SUBMITTED: May 22, 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 checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-13-010 Amending 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 were presented to Council in two previous workshop sessions held on April 18 th and May 16 th . The attached thoroughfare plan map represents all that was discussed during those workshop meetings.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: The recommended map will ensure future roadway corridors are sufficient for anticipated long term needs of the City. B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): 1. Adopt amended map by resolution, 2. Keep adopted map.		
ATTACHMENTS: (1.) Resolution No. R-13-010; (2.) Thoroughfare Plan Map; and (3.) Proposed Amended Thoroughfare Plan Map		
FUNDING SOURCE (Where Applicable): N/A		

RECOMMENDED ACTION: Approve Resolution No. R-13-010 amending the Thoroughfare Plan Map within the City of Brenham's Envision 2020 Comprehensive Plan

APPROVALS: Terry K. Roberts

RESOLUTION NO. R-13-010

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS ADOPTING THE AMENDED CITY OF BRENHAM “ENVISION 2020” COMPREHENSIVE PLAN OF THE CITY OF BRENHAM;

WHEREAS, the City of Brenham is responsible for the preparation and adoption of a Comprehensive Plan, as required by the Local Government Code and;

WHEREAS, the City of Brenham’s existing comprehensive plan, specifically its thoroughfare plan map, has not been reviewed or amended since its 2007 adoption;

WHEREAS, the City shall consistently review and amend its comprehensive plan to align with current and future development needs, anticipated growth pressures, and protect its resources and plan for the community’s future;

WHEREAS, the Planning and Zoning Commission of the City of Brenham studied the thoroughfare plan map and related transportation issues and recommended to the City Council of the City of Brenham adoption of the amended thoroughfare plan map at their April 10th Special Meeting.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF BRENHAM, TEXAS adopts the amended Thoroughfare Plan Map within the “Envision 2020” Comprehensive Plan of the City of Brenham.

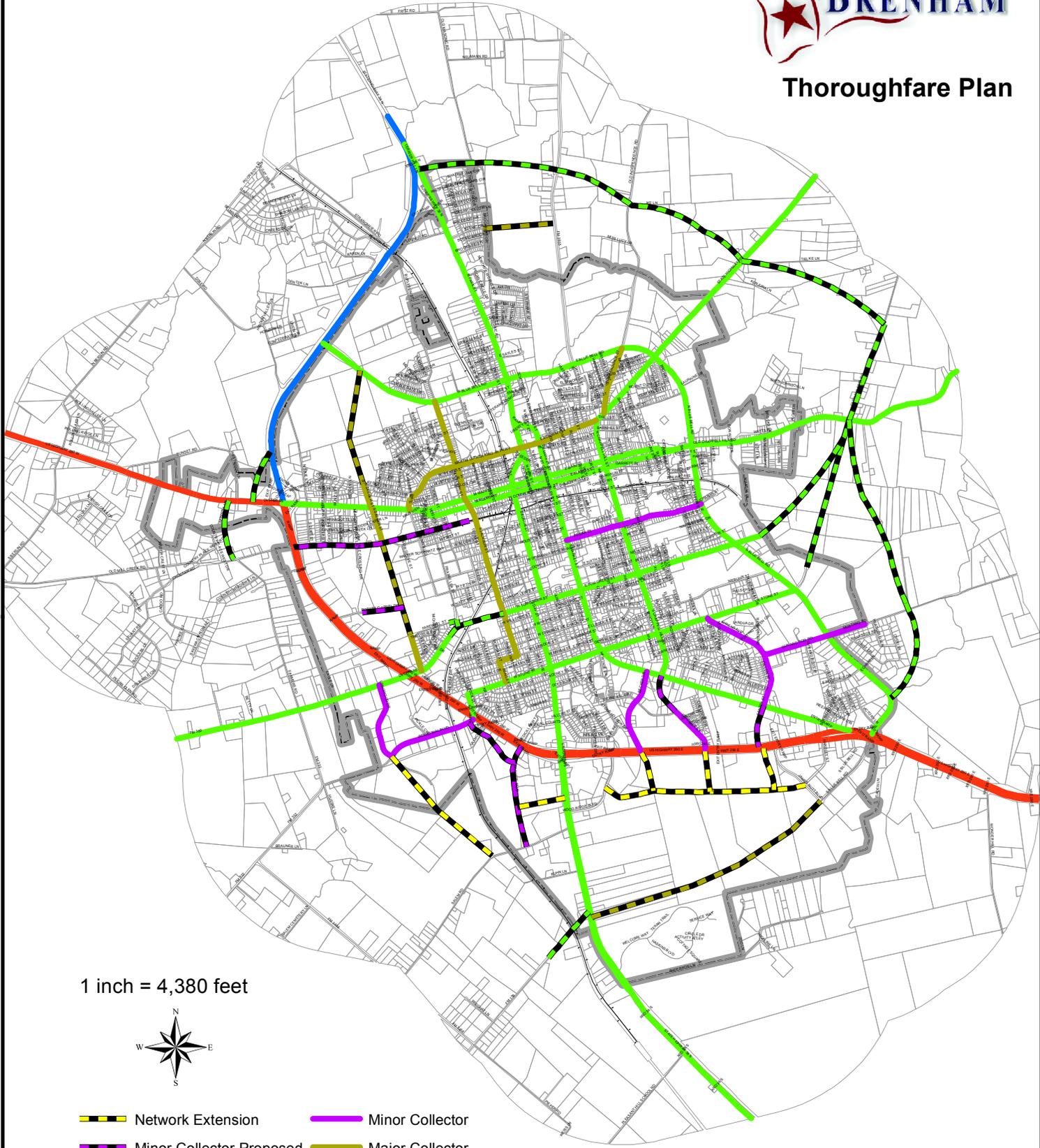
PASSED and APPROVED on this the ___ day of June, 2013.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

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 14

DATE OF MEETING: June 6, 2013	DATE SUBMITTED: May 30, 2013		
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle		
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
	<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Bid #13-007 for Bulk Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation.			
SUMMARY STATEMENT: The City of Brenham solicited bids for a one (1) year supply of bulk water treatment chemicals to be delivered to the Brenham Water and Wastewater Plants. The contracts will be for one (1) year with firm bid prices beginning the date of award by Council.			
On May 15, 2013 we received and opened 6 bids. Staff recommends awarding the bid to the following vendors.			
<u>Chemical</u>	<u>Vendor</u>	<u>Price/ton</u>	<u>2012 Prices</u>
Liquid Aluminum Sulfate	Brenntag Southwest	\$194.45 /dry ton	\$204.80/dry ton
Caustic Soda	Brenntag Southwest	\$274.50 /liquid ton	\$269.00-284.00/ton
Chlorine	AOC Praxair	\$0.26525 / lb	\$0.296 / lb
Estimated total amount of Liquid Aluminum Sulfate used per year is 350 dry tons, Caustic Soda is 300 tons and Chlorine, 162,000 lbs			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Lower prices than previous year.			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1.) Bid Information Sheet; and (2.) Bid Tabulation Sheet			

FUNDING SOURCE (Where Applicable.) 104-5-163-201.00 / 105-5-166-201.11

RECOMMENDED ACTION: Approve Bid #13-007 for bulk water treatment chemicals and award the annual contract to Brenntag Southwest for liquid aluminum sulfate in the amount of \$194.45/dry ton and caustic in the amount of \$274.50/liquid ton and award the annual contract to AOC Praxair for chlorine in the amount of \$0.26525 per lb and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts



Bid Information Sheet

May 15, 2013

Bid No. 13-007

For: Water & Wastewater Chemicals

Purchase not to exceed budgeted funds.

Number of bidders sent a bid packet: 10

Number of completed bids returned to Purchasing: 6



BID TABULATION									
WATER & WASTEWATER CHEMICALS									
BID NO. 13-007									
	Estimated	Liquid	Total	Estimated	Caustic	Total	Estimated		
	Quantity	Alum. Sulfate	Liquid	Quantity	Soda	Caustic	Quantity	Chlorine	Total
Vendor	in Tons	Per Dry Ton	Alum. Sulfate	in Tons	Per Liq. Ton	Soda	in Lbs.	Per Lb.	Chlorine
Chameleon	350	218.32	76,412.00		No Bid			No Bid	
AOC Praxair		No Bid			No Bid		162,000	0.26525	42,970.50
Brenntag Southwest	350	194.45	68,057.50	300	274.50	82,350.00	162,000	0.2695	43,659.00
DXI		No Bid		300	294.50	88,350.00	162,000	0.281	45,522.00
General Chemical	350	235.00	82,250.00	300	251.80	75,540.00			
Geo Specialty Chem.	350	205.00	71,750.00		No Bid			No Bid	



AGENDA FORM 15

DATE OF MEETING: June 6, 2013	DATE SUBMITTED: May 29, 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"/> 1ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Vocational Work Contract Between the City of Brenham and the Brenham State Supported Living Center, a Department of Aging and Disability Services (DADS) Facility, for Litter Management Services and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: For the last 15 + years the City of Brenham has contracted with the Brenham State Supported Living Center to help manage litter in City Parks. This agreement is a renewal of those services in which clients assist the City of Brenham on a daily basis to manage litter throughout the 7 parks and numerous facilities. This partnership has worked out great in the past and the service that is conducted has helped tremendously in managing litter which in return offers a clean enjoyable visit for our many park visitors. Currently the State Supported Living Center conducts this service daily for 8 hours utilizing 5 clients, 1 Supervisor, and 1 Monitor. A litter sweep of each park is conducted and all trash barrels are bagged, emptied, and new bags are placed in the barrels. For the last 5 years these services cost approximately \$1800 per mo. With this renewal the State Supported Living Center is asking for an additional increase of \$400 a mo. which would put the service at \$2,200 per mo. In 2008, these services also rose from \$1600 to \$1,800 respectively. The rate increase is directly associated with cost of services, increased minimum wage and the addition of several facilities which include the Skate Park, Amphitheatre, and the All Sports Building. If averaged out these services are costing the City of Brenham \$7.85/hr. The term of this agreement is for 60 months to begin on the date executed and shall remain in effect until August 31, 2014 with automatic renewals for four (4) additional 1-year periods. The total project is \$132,000 paid at a rate of \$2,200 per month. The City of Brenham currently budgets \$21,600 for these services and if approved will need to increase the budget for 2013-14 an additional \$4,800.		

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Continue the partnership with the Brenham State Supported Living Center for daily litter control in City of Brenham Parks.

B. CONS: There will be an additional \$4,800 per year rate increase for these services.

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1.) Income Generating Vocational Work Contract

FUNDING SOURCE (Where Applicable): 101-5-144-422.00

RECOMMENDED ACTION: Approve a Vocational Work Contract between the City of Brenham and the Brenham State Supported Living Center, a Department of Aging and Disability Services (DADS) Facility, for litter management services and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

Income Generating Vocational Work Contract

This Vocational Work Contract ("Contract") is entered into by the Department of Aging and Disability Services ("DADS"), an agency of the State of Texas created by the Texas Human Resources Code, Chapter 161, on behalf of its facility, Brenham State Supported Living Center("Facility"), and by City of Brenham("Recipient"), a Governmental Entity, whose address is P.O. Box 1059, Brenham, TX 77834-1059, for the purpose of providing work for Facility vocational programs.

I.

Statement Of Services To Be Performed By Department

Participants in the Facility's vocational program shall perform the following services for Recipient: Litter management will be conducted comprising of walking through the parks owned and managed by the City of Brenham and picking up and disposing of litter. Trash receptacles will be emptied and new bags put in place. Any defective equipment or trash cans that might pose a hazard will be reported to the City of Brenham Parks Department. Facility will provide the manpower, tools and transportation for Litter Management. Litter Management Services will be provided Monday through Friday during daytime hours with the exception of State observed Holidays. Parks to be included are: Fireman's Park and Baseball field, Henderson Park, Hattie Mae Flowers Park, Jackson Street Park, Jerry Wilson Park, Linda Anderson Park and baseball fields, Recreation Facility 36 North (Volleyball Courts at Lounge Road), Fink and Korthauer, Holt Park (baseball fields and soccer fields), All Sports Building, Rankin Soccer Field, Library Facility area, Dietrich Memorial Amphitheatre, and Skate Park.

II.

Basis For Calculating Reimbursable Costs

- 2.1 In consideration of the receipt of the above referenced services, Recipient shall reimburse DADS Brenham State Supported Living Center at a rate of \$2,200 per month. All rates are subject to Department of Labor prevailing wage standards. The Facility may change this rate during the term of the contract if federal law requires the Facility to change the wages it pays to the participants in the vocational program performing the services. The Facility will notify the Recipient of the rate change in writing. The changed rate will apply to all work done after the date of the notification. The Recipient agrees to pay the changed rate for the remaining contract term or until the contract is terminated as permitted by section 3.3.
- 2.2 Payment will be due upon receipt of statement and should be submitted directly to:
Brenham State Supported Living Center,
Attn: Cashier's Office,
4001 S. Hwy 36, Brenham, TX 77833.
Payments under this Contract will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

III.

Terms Of Contract

- 3.1 Term; Renewal. This Contract is to begin May 18th, 2013, or the date executed by DADS and Recipient, whichever date is later, and shall remain in effect until August 31, 2014 ("Initial Term"). This Contract shall automatically renew annually for four (4) additional 1-year periods ("Renewal Terms") unless otherwise terminated in accordance the provisions herein.

- 3.2 Amending Contract. This Contract may only be amended by written agreement between DADS and Recipient.
- 3.3 Termination. Either Party may terminate this Contract, without cause, by giving notice in the manner provided herein to the other Party at least thirty (30) days prior to the intended date of termination. Notice shall be provided pursuant to the terms set forth in Section 3.13
- 3.4 Authority to Bind DADS. This Contract is not binding upon DADS unless and until it has been executed by the Director of the Facility.
- 3.5 Recipient's Authority. The person or persons signing and executing this Contract on behalf of the Recipient, or representing themselves as signing and executing the Contract on behalf of the Recipient, guarantee that they have been fully authorized by the Recipient to execute the Contract on behalf of the Recipient and to validly and legally bind the Recipient to all the terms and provisions contained in this Contract.
- 3.6. Breach. The failure of either party to comply with the terms and conditions of this Contract shall constitute a breach of this Contract. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Contract in any manner provided by law.
- 3.7. Waiver. The waiver by either party of a breach of this Contract shall not constitute a continuing waiver of the breach or of a subsequent breach of the same or a different provision, unless so stipulated in writing by the Party not in breach of this Contract.
- 3.8. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any claim, cause of action, lawsuit, or other legal proceeding arising out of this Contract shall be in Washington County, Texas.
- 3.9. Invalid Provisions. Any clause, sentence, paragraph, or section of this Contract which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Contract to the extent that the Contract can be given effect without the invalid portion.
- 3.10. Parties Bound. This Contract shall be binding upon and inure to the benefit of the Parties.
- 3.11. Assignment. Neither this Contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of both Parties to this Contract.
- 3.12. Gender. Words of gender used in this Contract shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Contract requires otherwise.

3.13. Notice

All notices sent pursuant to this Contract shall be in writing and shall be hand delivered, sent by United States mail, or sent by email. Notices sent pursuant to this Contract shall be delivered or sent to the City Manager at the following address:

City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059

Notices sent pursuant to this Contract shall be in writing and shall be hand delivered, sent by United States mail, or sent by email. Notices sent pursuant to this Contract shall be delivered or sent to the contract manager at the following address:

Michael Doebler
Activity Coordinator
Brenham State Supported Living Center
4001 Highway 36
Brenham, Texas 77833
michael.doebler@dads.state.tx.us

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. When notices are emailed, notices are effective when sent. Either Party may change its address for notice under this Contract by providing a written notice of the change in compliance with this paragraph to the other Party.

The Parties have executed this Contract on the dates set forth below their signatures.

**Recipient
City of Brenham**

**Department of Aging and Disability Services
Brenham State Supported Living Center**

Authorized Signature

Authorized Signature

Milton Y., Tate, Jr.
Printed or Typed Name

Natalie Montalvo
Printed or Typed Name

Mayor
Title

Director
Title

Date

Date



AGENDA ITEM 16

DATE OF MEETING: June 6, 2013	DATE SUBMITTED: June 3, 2013	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Grant Lischka	
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 Possible FY2013-14 City Street Improvement Program		
<p>SUMMARY STATEMENT: An inventory of the City’s streets is currently being performed by staff. This inventory is being performed in order to establish the current condition of the City’s approximately 81 miles of streets and to help in developing a reconstruction and maintenance program. Staff would like Council’s input on the direction to take with future reconstruction and maintenance projects.</p> <p>The last street inventory was performed in 2006 and identified streets that were in need of reconstruction, overlays, seal coating, patching, crack sealing and other general maintenance. Many of the streets that were identified as in need of reconstruction have been reconstructed since that time. The majority of this reconstruction was performed by City personnel, with the exception of the 2012 HMA Overlay project in which City personnel performed all reconstruction except for the overlay.</p> <p>While the City has been actively reconstructing streets, a robust maintenance program has not been implemented in order to preserve newly reconstructed streets and to extend the life of existing streets. This has led to a continued deterioration of the street system. Maintenance items include: crack sealing, seal coating, slurry seal, overlay, overcoat, base failure repair, pot holes, utility patches and other general items.</p> <p>Currently, the Street Department performs “spot” reconstruction out of their maintenance budget (a recent example is Jefferson Street). While this has allowed the City to reconstruct a small number of street sections every year (usually less than 1 mile), it has pulled money away from the maintenance budget that should be spent on pavement maintenance.</p> <p>In the past, the City has utilized private contractors and City personnel to perform reconstruction and maintenance projects. If a program was implemented that used City personnel, additional equipment would need to be purchased.</p> <p>Staff will provide general numbers for different options during discussion with Council.</p>		

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