



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY JULY 17, 2014 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

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

CONSENT AGENDA

- 4. 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.
 - 4-a. Minutes from the June 19, 2014 and July 3, 2014 Regular City Council Meetings and June 26, 2014 Special City Council Meeting** **Page 1-30**

REGULAR AGENDA

- 5. Discuss and Possibly Act Upon Resolution No. R-14-016 Adopting New Permit and Inspection Fees for the City of Brenham’s Development Services, Code Enforcement, and Fire Marshal’s Office** **Page 31-35**
- 6. Discuss and Possibly Act Upon an Amendment No. 1 to the Airport Project Participation Agreement No. 13HGBRENM with TxDOT and Authorize the Mayor to Execute Any Necessary Documentation** **Page 36-40**

7. **Discuss and Possibly Act Upon Resolution No. R-14-017 Authorizing the Acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Grant for the Period of October 1, 2014 through September 30, 2015 for the Police Department and Authorize the Mayor to Execute Any Necessary Documentation** **Page 41-71**

EXECUTIVE SESSION

8. **Section 551.071 – Consultation with Attorney – Consultation with City Attorney Regarding a Substandard Building Located at 209 South Market Street, Brenham, Texas, said Property also Described as Noel's Addition, Lot 1C in a Deed Recorded in Volume 1167, Page 717 of the Official Records of Washington County** **Page 72**

RE-OPEN REGULAR AGENDA

9. **Discuss and Possibly Act Upon Authorizing the City Attorney to Pursue All Available Legal Remedies, Proceedings and Relief on Behalf of the City of Brenham, Texas Against All Appropriate Persons and/or Entities Regarding a Substandard Building Located at 209 South Market Street, Brenham, Texas, said Property also Described as Noel's Addition, Lot 1C in a Deed Recorded in Volume 1167, Page 717 of the Official Records of Washington County** **Page 73**

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.

10. 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 July 17, 2014 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 July 14, 2014 at **11:50 AM**.

Amanda Klehm

Deputy City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2014 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on June 19, 2014 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 Weldon Williams, Jr.

Members absent:

Councilmember Mary E. Barnes-Tilley

Others present:

City Manager Terry K. Roberts, City Secretary Jeana Bellinger, Chief Financial Officer Carolyn Miller, Stacy Hardy, Tammy Jaster, Susan Nienstedt, Sara Parker, Fire Chief Ricky Boeker, Deputy Fire Chief Alan Finke, Police Chief Rex Phelps, Public Works Director Dane Rau, Public Utilities Director Lowell Ogle, and Kevin Boggus

Citizens present:

Lu Hollander, John Muegge, Clint Kolby, Page Michel, Curtis Echman, Katherine Podeszwa, AJ Jozwiak, John Beckendorf, Ron Alfred, Kurt Alfred, Randy C. Fletcher, Pam Hohlt, Jeff Hohlt, Alan Hutson, and Donna Lewis

Media Present:

Arthur Hahn, Brenham Banner Press; Frank Wagner, KWHI

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

Councilmember Williams introduced Donna Williams Lewis from Atlanta.

4. Special Recognition

➤ **Red Cross Life Saving Award Presented to Blue Bell Aquatic Center Employee**

Aquatic Supervisor Tammy Jaster presented the Red Cross Life Saving Award to Hannah Hohlt for saving her father's life with her CPR skills learned through Red Cross training. Red Cross Representatives Mark Felton and Curtis Echman also attended to present the award. EMS Representative Katie Podeszwa was present.

CONSENT AGENDA

5. Statutory Consent Agenda

5a. Ordinance No. O-14-019 on Its Second Reading Annexing the Hereinafter Described Territory into the City of Brenham and Adopting a Service Plan:

Section 2014-1: Approximately 281.667 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031, and the Arrabella Harrington Survey, Abstract No. A0055 generally consisting of tracts with frontage along Burleson Street; tracts with frontage along State Highway 36th North and Dixie Road; land located east of and adjacent to Westwood Lane; and land with frontage along Highway 290 West that is not currently within the City limits being located approximately 2500 feet from the 'cloverleaf' intersection of Highway 290 West and State Highway 36 North.

Section 2014-2: Approximately 30.512 acres of land situated in Washington County, Texas, out of the John Carrington Survey, Abstract No. A0120, generally consisting of tracts with frontage along the western right-of-way line of State Highway 36 beginning at the current City limits and proceeding in a southerly direction to approximately Anderson Lane (located on the eastern side of State Highway 36 South).

Section 2014-3: Approximately 45.366 acres of land situated in Washington County, Texas, out of the Isaac Lee Survey, Abstract No. A0077, generally consisting of tracts that abut the current City limits between South Blue Bell Road and Tiaden Lane and tracts that abut US Highway 290 East from Blue Bell Road to approximately 500 feet east of Tiaden Lane.

Section 2014-4: Approximately 46.457 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No.

A0031, consisting of tracts located between FM 389 and Industrial Boulevard

- 5b. Ordinance No. O-14-020 on Its Second Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Establish Zoning District Classifications to Properties Being Annexed into the City of Brenham and More Specifically Described Below:**

Section 2014-1: Approximately 281.667 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031, and the Arrabella Harrington Survey, Abstract No. A0055 generally consisting of tracts with frontage along Burleson Street; tracts with frontage along State Highway 36th North and Dixie Road; land located east of and adjacent to Westwood Lane; and land with frontage along Highway 290 West that is not currently within the City limits being located approximately 2500 feet from the ‘cloverleaf’ intersection of Highway 290 West and State Highway 36 North.

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Section 2014-3: Approximately 45.366 acres of land situated in Washington County, Texas, out of the Isaac Lee Survey, Abstract No. A0077, generally consisting of tracts that abut the current City limits between South Blue Bell Road and Taden Lane and tracts that abut US Highway 290 East from Blue Bell Road to approximately 500 feet east of Taden Lane.

Section 2014-4: Approximately 46.457 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031, consisting of tracts located between FM 389 and Industrial Boulevard

- 5-c. Ordinance No. O-14-021 on Its Second Reading for the Approval of a Request for a Specific Use Permit to Allow a Bed and Breakfast within an R-2 Mixed Residential Zoning District on Property Located at 1002 S. Day Street, and Specifically Being a 0.497 Acre Tract Described as Block 3, Lot S ½ Lot 2 of the W.G. Wilkins Addition in the City of Brenham, Washington County, Texas**

- 5-d. Ordinance No. O-14-022 on Its Second Reading for the Approval of an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning from an Industrial (I) District to a Residential Single Family (R-1) District on the Following Five (5) Tracts of Land Located on Burleson Street:**
- a. 1320 Burleson Street (Tract 142, Arrabella Harrington)**
 - b. Burleson Street [Leggett & Platt, Inc.] (Tract 232, Arrabella Harrington)**
 - c. 1406 Burleson Street (Tract 235, Arrabella Harrington)**
 - d. 1408 Burleson Street (Tract 230, Arrabella Harrington)**
 - e. 1414 Burleson Street (Tract 369, Arrabella Harrington)**

All consent agenda items were moved to the regular agenda.

REGULAR AGENDA

- 5a. Ordinance No. O-14-019 on Its Second Reading Annexing the Hereinafter Described Territory into the City of Brenham and Adopting a Service Plan:**

Section 2014-1: Approximately 281.667 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031, and the Arrabella Harrington Survey, Abstract No. A0055 generally consisting of tracts with frontage along Burleson Street; tracts with frontage along State Highway 36th North and Dixie Road; land located east of and adjacent to Westwood Lane; and land with frontage along Highway 290 West that is not currently within the City limits being located approximately 2500 feet from the ‘cloverleaf’ intersection of Highway 290 West and State Highway 36 North.

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Section 2014-4: Approximately 46.457 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031, consisting of tracts located between FM 389 and Industrial Boulevard

A motion was made by Councilmember Herring and seconded by Councilmember Goss to approve Consent Agenda Item 5a.

Citizen John Muegge stated the new agreement regarding Tract 3 has been submitted and he does not have any objection to the annexation.

Citizen Dan Mason stated that in regards to Section 2014-1, he is not in agreement with the land being annexed and remain in opposition because they feel that the annexation will impede them to continue to use their property for family agriculture. Mason requested that Council remove 2600 Highway 290 West in Section 2104-1.

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	Absent
Councilmember Weldon Williams	Yes

5b. Ordinance No. O-14-020 on Its Second Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Establish Zoning District Classifications to Properties Being Annexed into the City of Brenham and More Specifically Described Below:

Section 2014-1: Approximately 281.667 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031, and the Arrabella Harrington Survey, Abstract No. A0055 generally consisting of tracts with frontage along Burleson Street; tracts with frontage along State Highway 36th North and Dixie Road; land located east of and adjacent to Westwood Lane; and land with frontage along Highway 290 West that is not currently within the City limits being located approximately 2500 feet from the ‘cloverleaf’ intersection of Highway 290 West and State Highway 36 North.

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Section 2014-4: Approximately 46.457 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031, consisting of tracts located between FM 389 and Industrial Boulevard

A motion was made by Councilmember Goss and seconded by Councilmember Williams to approve Ordinance No. O-14-020 on its second reading amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to establish zoning district classifications to properties being annexed into the City of Brenham and more specifically described below.

Councilmember Goss questioned if Section 2014-3 zoning has been changed. Development Services Director Julie Fulgham stated that it has not changed, but rather remained as it is now. Citizen John Muegge stated that he had a previous objection, but when he met with Staff, he withdrew his previous objections.

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	Absent
Councilmember Weldon Williams	Yes

5-c. Ordinance No. O-14-021 on Its Second Reading for the Approval of a Request for a Specific Use Permit to Allow a Bed and Breakfast within an R-2 Mixed Residential Zoning District on Property Located at 1002 S. Day Street, and Specifically Being a 0.497 Acre Tract Described as Block 3, Lot S ½ Lot 2 of the W.G. Wilkins Addition in the City of Brenham, Washington County, Texas

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve Consent Agenda Item 5c.

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	Absent
Councilmember Weldon Williams	Yes

5-d. Ordinance No. O-14-022 on Its Second Reading for the Approval of an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning from an Industrial (I) District to a Residential Single Family (R-1) District on the Following Five (5) Tracts of Land Located on Burleson Street:

- a. 1320 Burleson Street (Tract 142, Arrabella Harrington)**
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- c. 1406 Burleson Street (Tract 235, Arrabella Harrington)**
- d. 1408 Burleson Street (Tract 230, Arrabella Harrington)**
- e. 1414 Burleson Street (Tract 369, Arrabella Harrington)**

A motion was made by Councilmember Goss and seconded by Councilmember Ebel to approve Consent Agenda Item 5d.

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	Absent
Councilmember Weldon Williams	Yes

WORK SESSION

6. Presentation of the Second Quarter Report by the Washington County Convention and Visitors Bureau

Lu Hollander, with the Washington County Convention and Visitors Bureau, presented this report. Hollander stated packets were laid around the Dias with more information. She focused on the highlights featured in the *Second Quarter Report – January – March 2014*, pointing out the visitor statistics, major tourism events, advertising placements, and editorial coverage.

There were no questions.

7. Presentation and Update Regarding the Charter Review

City Secretary Jeana Bellinger presented this item. Bellinger stated the City Attorney and herself are in the process of going through each section of the Charter. Bellinger presented recommended changes to the remaining sections (7-11C) of Article II.

8. Discussion and Presentation Regarding Future Transportation Mobility Projects

Public Works Director Dane Rau presented this item. Rau stated that in the Pre-Budget Workshop, Staff discussed with Council additional transportation projects that could enhance travel in the Brenham area. Rau explained that Staff currently has around \$900,000 left for new transportation and mobility projects out of the \$1.85 million bond proceeds from 2012. Rau advised that Staff would like to get Council's authorization to conduct several of these projects in-house.

The projects that Staff would like to get started on are:

1. Cantey St. Extension (Cul-D-Sac to 290 Feeder)
2. Mobility Projects
 - a. Day/Stone St.
 - b. Market/Stone/St.
 - c. Park/MLK/Academy St.
3. Chappell Hill St. Widening (Ralston Creek –Stone St.)

Rau explained that the Cantey Street Extension is ready for construction to begin. Rau stated that the mobility projects will need coordination with TxDOT and still require some planning. Rau advised that the Chappell Hill Street widening is currently in the planning stages. Rau stated these projects will be funded with the 2012 bond proceeds.

Councilmember Williams stated that Item C (MLK and Academy) is higher on his list of priority street projects because it's a dead area. Councilmember Williams stated that area gets easily backed up.

Councilmember Goss questioned how it is that the City has the revenue to complete the projects yet Staff has to obtain right-of-ways from TxDOT. Rau explained that depending on how wide Staff extends Stone Street as well as the intersections of the mobility projects. Rau stated that depending on what TxDOT comes to the table with on the signal lights, it could eat up a lot of money. Rau advised that Staff will not know the actual cost until they meet with TxDOT regarding the mobility projects. Rau stated the best route would be to work on Cantey Street and Chappell Hill Street, then work with TxDOT on the mobility projects with the money that is leftover. Councilmember Goss questioned about right-of-ways on Chappell Hill Street. City Engineer Grant Lischka stated it depends on if the roadway is 31 feet wide or 39 feet wide. Lischka explained that there are right-of-way issues now, but the City currently has curb and gutter. Lischka stated one solution would be to leave the current curb and gutter and extend the road to the West. Lischka explained that Staff is having some surveying done to hopefully be able to use the existing right-of-way. Lischka stated the City will have to purchase land on the North side just to the East of Ralston Creek Subdivision, which is an undeveloped piece of land. Lischka explained Staff is trying to stay away from acquiring more right-of-ways.

Councilmember Goss questioned that the only project that Staff can begin on without any issues is Cantey Street. Rau stated yes, Cantey Street is the only one that we currently own the right-of-way and the City can widen the streets. Mayor Tate stated that he thinks Staff should start with Cantey Street and then get facts and figures on the other projects. Rau stated that Staff will meet with TxDOT to look at all of the projects and get better figures on what it will cost to complete each project.

Mayor Tate questioned Chief Rex Phelps regarding accidents at the intersection of Stone Street. Phelps explained that there are no more accidents at that intersection than there are at intersections that are similar. Fire Chief Ricky Boeker stated that the Fire Department has not had to work any accidents at that intersection, but they have had to do roadway cleanup when things fall off of trucks and obstruct the roadway such as oil, paint and things like that.

Mayor Pro Tem Nix explained that she cautions that they should plan ahead on their street projects. Mayor Pro Tem Nix stated that it bothers her to see the City tear up something that they just fixed a few years ago.

Mayor Tate stated that Staff should come up with some current figures before beginning any projects at this point.

REGULAR AGENDA

- 9. Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Brenham National Bank for the Use of Certain Property in the Event of a Natural Disaster and Authorize the Mayor to Execute Any Necessary Documentation**

City Manager Terry Roberts presented this item. Roberts stated that the City of Brenham acquired property from Brenham National Bank 10 years ago for additional parking for its new City Hall building. Roberts explained that the Bank retained the area where its ATM machine is located on Main Street. Roberts advised that in a related action to the real estate transaction, the City of Brenham and Brenham National Bank entered into a 10 year lease agreement for use of the parking lot area for a temporary bank location in the event of major disaster that rendered their bank building inoperable for a period of time. Roberts stated the Bank sought this location as their alternative disaster recovery site since already served that purpose before the sale of the site to the City.

Roberts explained that Brenham National has asked to renew the parking lot lease for an additional 10 years. Roberts advised that while the original lease may have been tied to the purchase of the parking lot by the City, the City Attorney recommends that the renewal have a more traditional section dealing with the “consideration” section of the lease.

Roberts stated the lease document provides for a \$1,000 per month lease if the need ever arose to deal with a disaster event at their location on S. Day. Roberts explained that was a number agreeable to Brenham National and the City Administration.

A motion was made by Councilmember Williams and seconded by Councilmember Ebel to approve an agreement between the City of Brenham and Brenham National Bank for the use of certain property in the event of a natural disaster and authorize the Mayor to execute any necessary documentation.

Councilmember Goss questioned if disaster should occur, would the City need to use the area around City Hall. Fire Chief Ricky Boeker stated he does not foresee any need that the City would need that area in the event of a disaster. Assistant City Manager Kyle Dannhaus stated that the City would most likely use the EOC at the Fire Station. Dannhaus stated that he doesn't foresee any need. Dannhaus stated that Staff would try to use City Hall if the building was usable, but Staff would be minimal. Dannhaus explained that Staff could use either EOC at the Fire Station or at the Police Department.

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	Absent
Councilmember Weldon Williams	Yes

10. Discuss and Possibly Act Upon Approval of a Request From Blue Bell Creameries to Install a 10,000 Gallon Above Ground Diesel Fuel Storage Tank

Deputy Fire Chief and Fire Marshal Alan Finke presented this item. Finke stated that AJ Jozwiak with Blue Bell was present to answer any questions Council may have about the fuel storage tank. Finke stated Blue Bell Creameries is requesting a Special Permit for a 10,000 gallon above-ground fuel storage tank to be used for red-dyed off-road use diesel fuel. Finke explained the tank to be located at 1101 South Blue Bell Road, Brenham, Texas, at the Blue Bell Creameries Main Plant Industrial Subdivision as per attached Site Plan (zoned Industrial). Finke advised that the tank is to be designed, constructed, installed & operated in compliance with standards of Underwriters Labs, National Fire Protection Association 30 (“Flammable & Combustible Liquids Code”), the International Fire Code (2012 Ed.), and regulations of the Texas Commission on Environmental Quality. Finke explained that the tank will be used only for storage of “combustible liquids” having a flash point no lower than 100°F. Finke stated the tank location is well away from all property lines (300 feet or more). Finke explained that the permit will be subject to annual renewal after inspection by the Fire Marshal’s Office. Finke advised that the Special Permit may be revoked by the Fire Marshal at any time for failure to comply with applicable regulations or if any unsafe condition is found.

A motion was made by Councilmember Ebel and seconded by Councilmember Williams to approve a request from Blue Bell Creameries to install a 10,000 gallon above ground diesel fuel storage tank.

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

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

11. Discuss and Possibly Act Upon an Addendum to the Contract Between the City of Brenham and Ambassador Higher Cleaning Standards for Janitorial Services and Authorize the Mayor to Execute Any Necessary Documentation

Purchasing Services Supervisor Sara Parker presented this item. Parker stated that on November 26, 2013, Council approved award of the Annual Contract for Janitorial Services for Various City Facilities to Ambassador Higher Cleaning Standards or Houston, TX in the amount of \$66,036.

Parker explained that the relocation of Library services to City Hall has required a revision of the contract: therefore, the vendor was requested to quote equivalent services for the Library occupied areas in addition to the services already provided for City Hall. Parker advised that the quote provides those services at \$514 per month, half of the original cost for the Library building.

Parker stated the savings versus budget allow for the addition of services at other City facilities. Parker stated the rental booking of the All Sports Building has increased and the Central Warehouse is utilized by all City Departments. Parker advised that Ambassador provided quotes for twice-weekly service for the ASB at \$187 per month and once weekly service for the office and restroom areas of the Central Warehouse at \$125 per month.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Williams to approve an Addendum to the Contract as stated in the agenda item between the City of Brenham and Ambassador Higher Cleaning Standards for janitorial 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	Absent
Councilmember Weldon Williams	Yes

12. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and the State of Texas' Region VIII Education Service Center for Cooperative Purchasing Services (TIPS/TAPS) and Authorize the Mayor to Execute Any Necessary Documentation

Purchasing Services Supervisor Sara Parker presented this item. Parker stated Chapter 271 of the Texas Local Government Code allows municipalities to enter into interlocal agreements with cooperative purchasing associations such as *The Interlocal Purchasing System* (TIPS). Parker advised the cooperative awards contracts for various goods and services through a competitive bidding process which meets the standards of State of Texas purchasing statutes. Parker stated these contracts are then available to participating entities.

Parker explained that the advantages of a cooperative contract are lower administrative costs, improved response from vendors, and the potential for lower costs through increased volume. Parker advised that the City has the option on any individual purchase or project to utilize a cooperative contract or to pursue other qualifying means, including the full bid process. Parker stated the purchasing cooperative provides another tool to achieve best value for the City.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Nix to approve an Interlocal Agreement with changes as received by the City Attorney between the City of Brenham and the State of Texas' Region VIII Education Service Center for Cooperative Purchasing Services (TIPS/TAPS) 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	Absent
Councilmember Weldon Williams	Yes

13. Discuss and Possibly Act Upon a One (1) Year Extension in Accordance with Bid No. 12-009 for Gasoline and Diesel Fuel for the City's Vehicle and Equipment Fleet and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau stated the City of Brenham and Alexander Oil have had a great working relationship for many years. Rau explained that in 2012, the City of Brenham Council awarded the bulk fueling contract to Alexander Oil in Bid #12-009. Rau advised that the initial term of this contract expired on July 1, 2013. Rau stated that on August 1, 2013 City Council awarded a one year extension to Alexander Oil. Rau explained that the time has come once again to either bid out or award the final extension to Alexander Oil. Rau stated Alexander Oil has acknowledged their intent (attached letter) to exercise the final contract extension for 2014 and continue supplying bulk fuel to the City of Brenham. Rau advised that this will be the final extension and will follow all terms and conditions as the contract that was approved in June of 2012. Rau explained the prices in Bid #12-009 will remain the same as well.

Rau stated in 2012, bids were awarded by the lowest profit margin per gallon above the average OPIS (Oil Price Information Service). Rau explained that two bids were sent out with only one bid received in 2012. Rau advised that Alexander Oil was awarded the bid based on the lowest profit margin parameters.

Rau explained that Alexander Oil provides the City of Brenham a location to fuel up fleet vehicles along with supplying numerous departments' bulk fuel at their desired location for items such as generators, bulk storage tanks and the tub grinder. Rau stated they also provide a secondary location for times when the main location is being worked on or temporarily out of service, which is located at the Brenham Food Stop on Prairie Lea St. Rau explained that if council agrees with this final extension the final term will run from July 1, 2014-June 21, 2015. Rau advised that next year a formal bid will be required due to exercising all the term options.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve a one (1) year extension with Alexander Oil in accordance with Bid No. 12-009 for gasoline and diesel fuel for the City's vehicle and equipment fleet 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	Absent
Councilmember Weldon Williams	Yes

14. Discuss and Possibly Act Upon a Request for a Noise Variance From Daisy's Mexican Food Restaurant for June 20, 2014 From 9:00 P.M. to 1:00 A.M.

City Secretary Jeana Bellinger presented this item. Bellinger stated Daisy's Mexican Food Restaurant submitted a request for a Noise Variance to hold an event for their customers on June 20, 2014 from 9:30 p.m. until 1:00 a.m. when clean-up is through. Bellinger explained that there will a DJ and a sound amplification system; therefore, a Noise Variance is required. Bellinger explained that Deputy City Secretary Amanda Klehm sent the request to Police Chief Rex Phelps and Fire Chief Ricky Boeker. Bellinger advised that the Police Department did have some concerns because of complaints in that area in the past. Bellinger stated Police Chief Phelps recommended the time being changed to 7:00pm to 11:00pm.

Phelps stated that on the weekends, the Police Department feels that 11:00pm is okay, but anything after 11:00pm is when trouble begins to occur. Councilmember Williams questioned if that is by the barber shop. Phelps explained yes, the Police Department used to get a lot of complaint calls for that area.

Mayor Pro Tem Nix questioned why the form states one day yet the request states two days. Bellinger explained that she was not present when the request was made, but stated that Klehm spoke with her and it was meant for the Friday, June 20th date.

A motion was made by Councilmember Herring to approve a request for a noise variance from Daisy's Mexican Food Restaurant for June 20, 2014 from 7:00 P.M. to 11:00 P.M.

Mayor Tate stated that he would prefer the time be until 10:00pm. Councilmember Goss agreed with Mayor Tate. Councilmember Williams stated that he would say the event could be held until 10:30pm. Mayor Tate thought 10:30pm would be okay. Councilmember Herring questioned when she came in to fill out her request and has she done any preparations for this event since it was to be held the following day. Bellinger stated that she did not come in to fill out the request until Monday.

Councilmember Goss has concerns because it is located in a residential area. Councilmember Ebel questioned if the neighbors have been consulted.

Councilmember Herring retracted his motion.

Mayor Pro Tem Nix questioned if there was anyone who was present to represent this event. Bellinger stated there was not a representative present.

Councilmember Goss stated he doesn't remember them being open past 9:30pm. Mayor Tate stated then the event should be 7:00pm to 9:00pm. Phelps stated that he feels comfortable with the event going from 7:00pm to 10:30pm, if it's a one night deal. Phelps explained that he does not remember them ever having any complaints come from that restaurant.

Mayor Pro Tem Nix questioned if they have an alcohol license at this location. Bellinger stated that they do not. Mayor Pro Tem Nix stated that the lack of an alcohol license could help with the noise variance.

A motion was made by Councilmember Williams to approve a request for a noise variance from Daisy's Mexican Food Restaurant for June 20, 2014 from 7:00 P.M. to 10:30 P.M. The motion died for a lack of a second.

Councilmember Herring stated that, in the future, they need to give Council more notice and notify their neighbors of the event.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to deny a request for a noise variance from Daisy's Mexican Food Restaurant for June 20, 2014 from 7:00 P.M. to 1:00 A.M.

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

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

Council adjourned into Executive Session at 2:20pm.

EXECUTIVE SESSION

15. **Section 551.072 - Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Potential Sale of Approximately 204.925 Acres In the Silas Clark Survey (A028), Tract 18, As Recorded in Volume 496, Page 800 of the Official Records of Washington County and Located at 5525 Caney Creek Road in Chappell Hill, Texas and More Commonly Identified as the Old Landfill Property**

Executive Session adjourned at 3:10pm.

RE-OPEN REGULAR AGENDA

16. **Discuss and Possibly Act Upon the Sale of Approximately 204.925 Acres In the Silas Clark Survey (A028), Tract 18, As Recorded in Volume 496, Page 800 of the Official Records of Washington County and Located at 5525 Caney Creek Road in Chappell Hill, Texas and More Commonly Identified as the Old Landfill Property and Authorize the Mayor to Execute Any Necessary Documentation**

There was no discussion on this item.

17. **Administrative/Elected Officials Report**

City Manager Terry Roberts reported on the following:

- Council meeting will be held on July 3rd at 1:00pm.
- Community Services Subcommittee meeting is tomorrow. HOT Board and BCDC have already met.
- The ILA Task Force will meet next week.

Public Works Director Dane Rau reported on the following:

- The Rosenbaum house is down.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on June 26, 2014 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

Members absent:

Councilmember Weldon Williams, Jr.

Others present:

City Manager Terry K. Roberts, Assistant City Manager Kyle Dannhaus, City Secretary Jeana Bellinger, and Chief Financial Officer Carolyn Miller

Citizens present:

Alan Hutson

Media Present:

Arthur Hahn, Brenham Banner Press

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

Council adjourned into Executive Session at 1:02pm.

EXECUTIVE SESSION

- 3. Section 551.072 - Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Potential Sale of Approximately 204.925 Acres In the Silas Clark Survey (A028), Tract 18, As Recorded in Volume 496, Page 800 of the Official Records of Washington County and Located at 5525 Caney Creek Road in Chappell Hill, Texas and More Commonly Identified as the Old Landfill Property**

Executive Session adjourned at 1:42pm.

REGULAR AGENDA

- 4. Discuss and Possibly Act Upon the Sale of Approximately 204.925 Acres In the Silas Clark Survey (A028), Tract 18, As Recorded in Volume 496, Page 800 of the Official Records of Washington County and Located at 5525 Caney Creek Road in Chappell Hill, Texas and More Commonly Identified as the Old Landfill Property and Authorize the Mayor to Negotiate and Execute Any Necessary Documentation**

Citizen Alan Hutson questioned the sale and offer process. Hutson questioned the value of the property. Mayor Tate stated that the City knows what they purchased the land for and have researched the fair market value for similar properties. Mayor Tate explained that the City would like to get as close to fair market value as possible on the property. Hutson questioned if the City has a current appraisal on the property because the radio stated the appraisal was from 2006. Mayor Tate stated they do not have an appraisal on the property, but they have gotten their numbers from the appraisal district to determine a range and looked at properties that are similar in the area. Roberts stated the City Council will need to evaluate and determine a consensus what a fair value for the property is before the sale of the property can take place. Roberts explained the motion and second are based on discussion in Executive Session today, so that the Mayor has direction to be able to negotiate on behalf of the City Council regarding the property.

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve the sale of approximately 204.925 acres in the Silas Clark Survey (A028), Tract 18, as recorded in Volume 496, Page 800 of the Official Records of Washington County and located at 5525 Caney Creek Road in Chappell Hill, Texas and more commonly identified as the Old Landfill Property and authorize the Mayor to negotiate and 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	Absent

5. Administrative/Elected Officials Report

There were no administrative reports.

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 July 3, 2014 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

Members absent:

Councilmember Weldon Williams, Jr.

Others present:

City Manager Terry K. Roberts, Assistant City Manager Kyle Dannhaus, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Amanda Klehm, Chief Financial Officer Carolyn Miller, Wende Ragonis, Fire Chief Ricky Boeker, Deputy Fire Chief Alan Finke, Heath Moehlmann, Police Chief Rex Phelps, Kelvin Raven, Lance Weiss, Angela Hahn, Billy Rich, Development Services Director Julie Fulgham, Sarah Hill, Public Works Director Dane Rau, Leslie Kelm, Public Utilities Director Lowell Ogle, and Grant Lischka

Citizens present:

Clint Kolby, Brian Taylor, Alisa Taylor, and Bridget Weiss

Media Present:

Kyle Cunningham, Brenham Banner Press; Frank Wagner, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Ebel**
- 3. Service Recognitions**
 - Lance Weiss – Police Department – 5 years

4. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Minutes from the June 5, 2014 Pre-Budget City Council Workshop and June 5, 2014 Regular City Council Meetings

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve the Statutory Consent Agenda Item 5-a.

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	Absent

WORK SESSION

6. Discuss and Review the FY2013-14 Second Quarter Financial Report

Chief Financial Officer Carolyn Miller presented this item. Miller advised the status of the General Fund and the five major utility funds in the report. Miller reported that the City experienced favorable performance in the General Fund and all utility funds posted positive net revenues over expenditures, with the exception of the Water Fund which posted a net loss for the quarter due to lower water consumption, which is weather driven.

FINANCIAL PERFORMANCE SUMMARY

Fund	2 nd QTR Actual Performance		
	Revenues	Expenditures	Net Revenues
General Fund	\$ 8,177,478	\$ 7,684,954	\$ 492,524
Electric Fund	\$ 13,006,313	\$ 12,644,492	\$ 361,820
Gas Fund	\$ 2,489,416	\$ 2,200,063	\$ 289,353
Water Fund	\$ 2,221,605	\$ 2,404,967	\$ (183,361)
Wastewater Fund	\$ 1,778,999	\$ 1,665,058	\$ 113,941
Sanitation Fund	\$ 1,685,346	\$ 1,596,778	\$ 88,568

Miller explained at the end of the second quarter, the General Fund posted net reserves of \$492,542. Miller advised the Electric Fund had favorable net revenues of \$361,820 at the end of the second quarter. Miller stated for the second quarter, the Gas Fund posted net revenues of \$289,353. Miller explained the Water Fund experienced unfavorable net revenues of (\$183,362) for the second quarter. Miller advised net revenues for the Wastewater Fund were \$113,941 for the second quarter. Miller advised the combined operations of the Sanitation Fund posted favorable net revenues of \$88,568 for the second quarter.

7. Discussion and Presentation on Various City of Brenham Permitting and Inspection Fees for Development Services, Code Enforcement, and Fire Marshal's Office

Development Services Director Julie Fulgham presented this item. Fulgham handed out a revised and relined proposed fee schedule changes. Fulgham presented fee research and proposed fee increases related to planning, building permits, health inspections, and fire inspections within the City of Brenham. Fulgham explained that it has been twenty (20) years since the last fee update. Fulgham explained that she is recommending an increase in the City's fees to be more in-line with other cities that are the City's size or in the City's surrounding area. Fulgham advised that she will bring a Resolution to the next meeting for an effective date for the new fees of October 1, 2014.

Councilmember Goss questioned how often restaurants and daycares had to have health and building inspections performed. Councilmember Goss questioned if it was every year or every two years. Deputy Fire Chief Alan Finke stated that it varies upon the type of inspection, but General Fire Code Inspection is performed yearly or annually. Finke explained that for repeat Community Businesses and those inspections that are self-initiated by the Fire Marshal's Office will not be charged for the inspection; however, those inspections that are sought out by the businesses will be charged the fees. Finke stated initially the plan review and inspections are performed.

Councilmember Goss questioned regarding inspections of hospitals. Councilmember Goss inquired about how often they were inspected and the inspection fees. Finke stated hospitals are inspected yearly along with nursing homes, assisted living facilities and daycares. Finke advised that these establishments are required by the state to have the inspections done yearly for their relicensing.

Mayor Tate questioned about truck and trailer vendors in Brenham. Finke stated that he is only aware and inspected one of those.

Councilmember Goss questioned if food establishment permits are paid yearly. Fulgham stated that yes, David Doelitsch, Code Enforcement Officer, felt that it was fair to charge the \$100.00 fee, which includes all types of food vendors because there are many different variables and types to be inspected. Fulgham explained that there will be an additional fee for those food vendors who want a rush inspection less than 7 business days before they plan to begin selling.

Fulgham questioned if the City is inclined to waive the fees for other governmental entities. Assistant City Manager Kyle Dannhaus stated that the City typically does not charge Brenham ISD, Blinn College or Washington County to pull permits. Councilmember Goss questioned how much time goes into inspections for these entities. Dannhaus stated there is a lot of time that goes into the inspections because they are typically large projects. Councilmember Barnes-Tilley questioned if waiving fees for other governmental entities is a common practice in other cities. Fulgham stated that yes, typically this is the case, but it varies from city to city.

Councilmember Goss questioned how much time went into inspections for schools especially with the new Alton Elementary School currently being built. Finke stated typically forty (40) hours for each school, but he can't make up his time to charge hourly. Councilmember Barnes-Tilley stated that she is inclined to say no due to the size of the projects these governmental entities take on. Councilmember Goss stated roughly eighty (80) hours plus Plan Review and Allen Jacobs' time. Fulgham stated that only a few hours goes into Plan Review, but the bulk of the time spent is with Allen Jacobs. Councilmember Goss questioned if we charged hourly to help recuperate costs for these large projects, would the City even break even. Finke stated that there is no way to fully recuperate costs for these large projects and the hours he gave are being conservative.

Councilmember Barnes-Tilley stated that unless there is a good argument, she is not inclined to waive fees for those governmental entities. Mayor Pro Tem Nix stated that being a small business owner, it seems unfair for her to have to pay for permits, while larger businesses get their fees waived. Councilmember Herring stated that he concurs with Councilmember Barnes-Tilley and Mayor Pro Tem Nix. Councilmember Goss stated to review and bring back with a recommendation to the next Council meeting.

8. Discussion Regarding Burleson Street Improvements and Other Road Improvement Projects

City Engineer Grant Lischka presented this item. Lischka stated as part of the Highway 36 and Burleson Street Waterline Extension, approximately 3,000 feet of pavement repair will be required on Burleson Street between Highway 36 and the Little Sandy Creek crossing. Lischka explained as discussed with Council at the June 19th meeting, approximately \$900,000 is available from the 2012 Bond Proceeds. Lischka advised that taking direction from Council, Staff initiated discussions with TxDOT regarding intersection and signal improvements at three intersections in the City and conducted more in-depth reviews of the other street projects discussed at the meeting.

Burleson Street Reconstruction

Lischka stated the bid item in the contract is \$22.80 per linear foot of pavement repair, which translates into approximately \$68,000 to repair the approximately 3-foot wide trench. Lischka stated the contractor has already completed the backfilling and compaction of the trench at \$6.00 per foot, which leaves approximately \$50,000 available for the remaining pavement repair.

Lischka explained that after reviewing the roadway, Staff has determined that the Street Department could reconstruct and overlay the entire street (approximately 3,000 feet) for approximately the same price. Lischka advised that this price does not include the rental of a road mixer so it would be contingent on acquiring the road mixer for another project. Lischka explained that Burleson Street's utilization and dynamics have changed with the construction of the Woodbridge Subdivision and Staff believes this is a very economical option for improving Burleson Street. Lischka advised that Burleson Street has been resurfaced from FM 577 to the Little Sandy Creek crossing, so this would complete improvements to Burleson Street to the City Limits.

Councilmember Goss questioned about the low water crossing. Councilmember Goss questioned if Staff did an analysis on the low water crossing regarding removing it on Burleson Street. Lischka stated that Staff did not do a study of that area. Councilmember Goss questioned how much that would cost. Lischka advised that he would look into it.

Intersection Improvements

Lischka explained that TxDOT is receptive to the intersection improvements and a coordination meeting is being scheduled. Lischka stated TxDOT has indicated that an Advanced Funding Agreement will need to be executed between the City and TxDOT in order for the City to perform the improvements. Lischka advised that engineered plans will also be required wherever modifications to signal infrastructure is needed. Lischka stated that currently, it appears that the Stone/Day and Academy/Park intersections will require signal infrastructure modifications. Lischka explained that the City does not have the benefit of survey information at these intersections, so at this time it is difficult to fully determine the right-of-way acquisition that will be required. Lischka stated that while the City would like to keep right-of-way acquisition to a minimum, there will certainly be the need in some, or possibly all, sides of the respective intersections. Lischka advised that right-of-way acquisition could play a large factor in the cost of the projects. Lischka explained that the timeframe for the projects is in the six to twelve month range before any work could begin. Lischka stated that Staff will continue to pursue the intersection improvements and establish more accurate cost estimates.

Lischka stated that given the many unknowns and timeframe regarding the intersection improvements, Staff recommends that the City should utilize a portion of the remaining bond proceeds to complete projects that are construction ready. Lischka explained the two projects Staff recommends are Cantey Street Extension and Chappell Hill Street Widening (from Ralston Creek to Stone Street), which would in turn provide the means to construct the Burleson Street Improvements.

Mayor Tate questioned if the cost for this project would be all on the City or TxDOT. Lischka advised that the City would incur all of the costs.

Cantey Street Extension

Lischka explained that the City owns the necessary right-of-way to construct Cantey Street and the projected cost is \$130,000, which includes all materials and rental of a road mixer to construct a 39 foot collector street section to the U.S. 290 Frontage Road. Lischka advised the cost does not include labor or equipment because Staff recommends that the City Street Department perform the work. Lischka stated Staff believes Cantey Street utilization will increase with the new residential growth just north of this area.

Councilmember Goss stated that regarding Cantey Street and Chappell Hill Street extensions/expansions, he feels that it would be premature to extend Cantey Street because it could be some of the developer's responsibility at least partially because it would be an advantage to the developer. Councilmember Goss stated that he would like to see the City hold off on the Cantey Street project and focus on the Chappell Hill Street extension due to influx of traffic. Councilmember Goss explained that Chappell Hill Street being punched through will increase traffic flow than it currently has. Mayor Tate stated it is not a necessity for the developer to invest in the Cantey Street project because of current frontage. Councilmember Goss explained there are more advantageous reasons to put that project on hold because Chappell Hill Street project is a necessity. Mayor Tate stated Cantey Street feeds into 290 and would accommodate traffic better than Chappell Hill Street. Councilmember Goss stated he thinks there will be more traffic on Chappell Hill Street, but he does not deny that Cantey Street project will be beneficial. Mayor Tate stated he thinks the Cantey Street project is a priority over the Chappell Hill Street project.

Chappell Hill Street Widening (from Ralston Creek to Stone Street)

Lischka stated the widening of Chappell Hill Street is a project that Staff believes could be started within a few months with the estimated cost of the project is \$225,000. Lischka explained that after review of the existing right-of-way, Staff believes that Chappell Hill Street can be widened to a minimum of 31 feet wide with only one property acquisition. Lischka advised that while this does not meet the current City standards of a 39-foot wide collector street, Staff believes that a pavement section at least 31 feet wide will suffice and improve existing conditions. Lischka explained that North of Stone Street is highly unlikely that anything wider than a 31-foot section is feasible. Lischka advised that as with Cantey Street, the estimated cost includes materials and rental of a road mixer, with the Street Department performing the work. Lischka explained that Chappell Hill Street is the City's most continuous north-south arterial street and this widening allows for safer traffic conditions.

Road Mixer/Asphalt Zipper

Lischka explained that in order to complete any of the three projects listed above, a road mixer would be required. Lischka advised that the rental of the road mixer is included in the cost of Cantey Street and Chappell Hill Street, but not in the cost of Burleson. Lischka stated rental costs for a road mixer or Asphalt Zipper are approximately \$15,000 per month, which would be significant cost savings in the grouping of these projects due to a one-time rental of this machine.

Lischka explained that the City demoed an Asphalt Zipper earlier this year and was able to complete approximately 2,600 feet of street reconstruction in less than two weeks at a cheaper cost than the existing construction methods the Street Department currently has available. Lischka stated as discussed with Council before, Staff believes that an Asphalt Zipper will greatly expand the City's abilities to improve the existing street system and therefore, if funds are available Staff would recommend the purchase of an Asphalt Zipper.

REGULAR AGENDA

9. Discuss and Possibly Act Upon an Audit Engagement Letter from Seidel, Schroeder & Company to Perform an Audit for the Fiscal Year Ending September 30, 2014 and Authorize the Mayor to Execute Any Necessary Documentation

Chief Financial Officer Carolyn Miller presented the proposed audit engagement letter from Seidel, Schroeder & Company for the fiscal year ending September 30, 2014. Miller stated that the audit fee estimate, which slightly increased from last year due to changes in auditing standards in the area of regulatory compliance, is a reasonable amount due to the complexity of the City's financial activities. Miller stated that the annual audit fee includes a reasonable annual increase of \$200.

Miller advised that in comparing this fee with prior years, the following information is provided:

<u>Fiscal Year Ending</u>	<u>Audit Fee</u>	<u>\$ Increase</u>	<u>% Increase</u>
09/30/2010	39,500	-	-
09/30/2011	41,000 to 43,000	\$3,500	8.86%
09/30/2012	41,000 to 43,000	-	-
09/30/2013	41,800 to 43,800	800	1.86%
09/30/2014	42,000 to 44,000	200	.46%

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve an audit engagement letter from Seidel, Schroeder & Company to perform an audit for the fiscal year ending September 30, 2014 and authorize the Mayor to execute any necessary documentation.

Councilmember Goss abstained from the vote.

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	Abstain
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Absent

10. Discuss and Possibly Act Upon the Purchase of a 2003 Refurbished Vertical Cardboard Baler for the City of Brenham Recycling Center and Authorize the Mayor to Execute Any Necessary Documentation

Mayor Tate stated that this item will be passed because it is not ready at this point.

11. Discuss and Possibly Act Upon the Purchase of a 2014 Trench Roller for the City of Brenham's Fleet Program and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau stated the Central Fleet is looking at purchasing a Wacker-Packer Trench Roller and adding it to the rental items for our internal departments. Rau explained that throughout the year, Central Fleet keeps equipment that is used by various city departments and rents them out on an as need basis rather than having multiple departments own the same piece of equipment. Rau advised that Staff started this several years ago and it has worked great. Rau advised that revenues are received throughout the year and expenses on maintenance and new items are paid for by the Central fleet Fund.

Rau stated the Central Fleet Department would like to purchase a trench roller that would be very beneficial for the gas, water, electric, and sewer departments. Rau explained that this trench roller would allow these departments to mechanically pack down a ditch line to assure that compaction requirements are met. Rau stated that it can be adjusted for ditches as small as 24" to 33". Rau stated it is a standalone unit that can be operated remotely. Rau explained that Staff has rented these units several times from rental companies and feel that it would be a great asset for these departments to rent from Central Fleet with all the projects taking place.

Rau explained that currently the Central Fleet Fund balance is \$219,000. Rau stated Staff would like to issue a purchase order to Equipro Texas for the trench roller for a total cost of \$31,926.00. Rau explained that Staff has received 4 quotes on the exact unit RTX-SC2 and Equipro Texas was the lowest quote.

Rau explained that in the past, Staff has purchased a 20' dump trailer and a small Vermeer vac unit from these reserves and both pieces of equipment have been used greatly by many departments.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve the purchase of a 2014 Trench Roller for the City of Brenham's Fleet Program from Equipro Texas in the amount of \$31,926.00 and authorize the Mayor to execute any necessary documentation.

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

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

12. Discuss and Possibly Act Upon the Purchase of Public Utility Software for the Electric System and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Director Lowell Ogle presented this item. Ogle stated that in the late 1990's the City of Brenham contracted with the LCRA engineering division to build a model of the City's electrical distribution system and to do a system study. Ogle explained that this model was built using Milsoft software. Ogle advised that over the years, the City has spent hundreds of thousands of dollars developing and keeping that model up-to-date. Ogle stated the City of Brenham owns the model (data) but not the software to run it.

Ogle explained that during the budget process last year, Council approved the purchase of Engineering and Outage Management Software for the Electric System. Ogle advised that this model would be used for the engineering analysis and outage management software the City will purchase. Ogle stated that due to the growth of the City's system and the added complexities of the regulatory environment, the City needs to have in-house access to the model. Ogle advised that this software will allow Staff to do more in-house analysis of load additions etc. as well as troubleshoot system problems, increase reliability to the City's customers, prepare for future regulatory requirements and improve efficiency and safety during outages. Ogle explained that the main driver for the City's purchase of the software is the Outage Management module since this is not used by the engineers.

Ogle explained that several years back, the City decided it would be more cost effective to have the electrical engineering firms Staff uses for the City's system design up keep the model. Ogle advised that the data in the model belongs to the City and Staff had it released to the City's engineering firms (Schneider and McCord Engineering), which only use Milsoft.

Ogle advised that the main engineering firm the City uses is McCord Engineering. Ogle explained that they only use Milsoft and recommend the City stays consistent with what the City already owns. Ogle stated the other systems they do work for also use Milsoft.

A motion was made by Councilmember Goss and seconded by Councilmember Herring to approve the purchase of Public Utility Software from Milsoft Utility Solutions in the amount of \$67,662.50 for the Electric System and authorize the Mayor to execute any necessary documentation.

Councilmember Goss stated currently when outages occur, Communications take a lot of calls on the City’s behalf for utilities, but in the event that Communications moved to the County, the City will lose that ability. Councilmember Goss questioned with this new software and existing software, will the appropriate persons received notifications of outages and monitoring will send out notifications to identify the problem areas. Ogle explained that yes, it will send out notifications and predict where the outages are located. Ogle stated this will help because now Staff has to go out and have to manually locate the problem area. Ogle advised that the next step would be to get the automated and IBR system, which is a call back like Bluebonnet Electric uses. Ogle stated this could cut down on man power. Dannhaus stated it may not lower call volume unless go to the IBR system. Dannhaus explained that the City may need to do Call Staff and Ogle would bring in Staff if Communications goes to the County. Councilmember Goss questions if the City will have live people answering calls. Dannhaus stated yes, there would. Councilmember Goss questioned if those monitoring the system would be answering calls. Dannhaus stated no, Ogle would bring in Staff to answer calls. Councilmember Goss questioned what the solution to losing Communications is. Dannhaus stated one option is to have in-house Staff, but the City would need to determine if it is necessary to do a 24 hour, 7 day a week call center.

Mayor Tate questioned how many outages the City has in a year’s time. Ogle stated that it depends on the weather, but he doesn’t know off hand the exact number. Ogle explained that when a storm comes through, the City normally has outages. Mayor Tate questioned how much extra the IBR system is. Ogle stated it would be about \$80,000.00, but what the City pays for Staff to man a call center, it may be cheaper. Councilmember Barnes-Tilley stated that she doesn’t want to take out the human factor, but want to be efficient.

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	Absent

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 salutary 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.

13. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Budget Workshops will be Monday, July 21st and Thursday, July 24th all day both days. The workshops will begin at 8:30am with a continental breakfast being served at 8:00am.
- TML Conference registration is earlier this year, so Paula will need to know if you are attending by July 11th. The TML Conference begins on September 30th.
- ILA update is tentatively set to come back to Council on July 17th. Terry and Kyle will be glad to answer any questions on the packet laid around the Dias regarding the ILA update.
- Hot Nights, Cool Tunes kicks off on Saturday night with Texas Unlimited. This is the 10th anniversary of Hot Nights, Cool Tunes.
- Happy 4th of July!

Mayor Milton Tate reported on the following:

- Councilmember Williams saw a heart specialist and is on his way back from the doctor in Austin today. The Council would like to wish him well.

Public Utilities Director Lowell Ogle reported on the following:

- As of July 3rd, Lake Somerville is above full.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 5

DATE OF MEETING: July 17, 2014	DATE SUBMITTED: July 8, 2014	
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-14-016 Adopting New Permit and Inspection Fees for the City of Brenham’s Development Services, Code Enforcement, and Fire Marshal’s Office		
SUMMARY STATEMENT: Resolution adopting fees presented during a Work Session at the July 3 rd Council meeting for building permits, mechanical permits, plumbing permits, electric permits, health inspections, and fire safety inspections.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Resolution No. R-14-016; and (2) Schedule of Fees		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve Resolution No. R-14-016 adopting new permit and inspection fees for the City of Brenham’s Development Services, Code Enforcement, and Fire Marshal’s Office		
APPROVALS: Terry K. Roberts		

RESOLUTION NO. R-14-016

**A RESOLUTION OF THE CITY OF BRENHAM, TEXAS ADOPTING
NEW PERMIT AND INSPECTION FEES FOR THE CITY OF
BRENHAM'S DEVELOPMENT SERVICES, CODE ENFORCEMENT,
AND FIRE MARSHAL'S OFFICE**

WHEREAS, the City Council has adopted Chapter 6 – Buildings and Structures, Chapter 9 Food and Food Establishments, and, Appendix A regulating various activities by requiring permits and inspections; and

WHEREAS, the Code of Ordinances authorizes the City Council to adopt a schedule of fees.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BRENHAM, TEXAS THAT EFFECTIVE OCTOBER 1, 2014:**

The City Council hereby adopts the attached fee schedule for various building and construction, code enforcement and fire marshal related permits and inspections.

PASSED and APPROVED on this 17TH day of July, 2014.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Schedule of Fees

Development Services
Building Permits & Inspections
Planning
Health Inspections
Fire Marshal Inspections

Building Permit Fees

Permit Issuing Fee \$25.00

Residential – New Construction .30¢ per square foot

Accessory Buildings – Value of Project according to commercial schedule

Commercial - (Building, Commercial Electrical, Plumbing, & Mechanical) –

Total Valuation:	Fee
Up to \$2,000.00	\$10.00 per thousand or fraction thereof.
\$2,001 to \$15,000.00	\$20.00 for the first \$2,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$15,000.00.
\$15,001.00 to \$50,000.00	\$60.00 for the first \$15,000.00 plus \$2.50 for each additional thousand or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$175.00 for the first \$50,000.00 plus \$2.00 for each additional thousand or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$300.00 for the first \$100,000.00 plus \$1.25 for each additional thousand or fraction thereof, to and including \$500,000.00.
\$500,001.00 and up	\$950.00 for the first \$500,000.00 plus \$.75 for each additional thousand or fraction thereof.

Electric Fees

Permit fee	\$25.00
Re-inspection fee	\$25.00
Meter Loop & Service	\$5.00
Reconnect	\$15.00
Openings over 4 (each)	\$0.50
Fixtures	\$1.00
Motors:	
Less than 50 HP	\$5.00
50 HP and greater	\$10.00
Temporary sawpole	\$15.00
Electric dryer	\$5.00
Range outlet	\$5.00
Range table top	\$5.00
Range oven	\$5.00
Garbage disposal	\$5.00
Dishwasher	\$5.00
Window A/C receptacle	\$5.00

Electric water heater	\$5.00
KW 0-5 per KW	\$0.60
Over 5 KW add per KW	\$0.15
Sign: per ballast	\$3.00
per transformer	\$5.00
Value: (for projects over \$1000 in value)	see building permit fee schedule

Plumbing Fees

Permit fee	\$25.00
Re-inspection fee	\$25.00
Fixtures (each)	\$2.00
Connect to existing house sewer	\$5.00
House sewer replacement or new line	\$10.00
House sewer partial replacement (Not a complete house line)	\$10.00
Water service line	\$5.00
Water heater and/or vent	\$5.00
T & P Valve	\$5.00
Water treatment equipment	\$5.00
Grease trap installation	\$10.00
Swimming pool water supply line	\$5.00
Lawn sprinkler system	\$10.00
Storm water drainage system	\$10.00
Connect downspouts	\$0.50
Connect to storm drain system	\$5.00
See Public Utilities for:	
Tank fees	
Wye and tap fees	
Gas piping system (1-5)	\$7.50
Additional outlets (each)	\$0.50
Incinerators (gas-fired)	\$20.00
Gas meter relocation	\$10.00
Fire protection systems:	
Sprinkler system (each floor)	\$35.00
Standpipe system:	
1-25 hose connections	\$25.00
Each additional hose connections	\$0.50
Other (Based on value)	see building permit fee schedule

Mechanical Fees

Permit Fee	\$25.00
Re-inspection fee	\$25.00
Heating only	\$25.00 Per 100,000 BTU or part thereof
Air Conditioning	\$25.00 plus \$2.00 per ton or part thereof
Ventilating system (2,000 cfm & over)	\$25.00
Commercial fees based on building permit fee schedule	

Re-Inspection Fee

Building Official/Inspector Re-inspection fee \$50.00
(Related to any failed inspection for any permits issued by Development Services)

Planning Fees

Zone Change/Specific Use	\$100.00
Variance from Sign Ordinance	\$50.00
Variance from Subdivision Ordinance	\$100.00
Variance from Zoning Ordinance	\$100.00
Special Exception from Zoning Ordinance	\$50.00
Preliminary Plat, Master Plan	\$50.00
Final Plat, Replat, Minor Plat, Amending Plat	\$150.00

Health Inspection Fees

Fixed Food Establishment Permit	\$100.00 (\$25.00 for Bed and Breakfast)
Mobile Food Establishment Permit	\$50.00
Temporary Food Establishment Permit	\$25.00
Re-inspection	\$25.00
Application Late Fee	\$25.00 (\$50.00 if the permit is required within 7 calendar days)
Child Care Inspection	\$25.00

Fire Department Inspection Fees

	Initial Inspection	Re-inspection
Residential, existing, upon request	No charge	N/A
Foster or Adoptive Care Home	No charge	No charge
Daycare Facility	\$25.00	\$25.00
Health Care (Hospital, clinic, nursing home)	\$150.00	\$50.00
Sprinkler/standpipe	\$200.00	\$50.00
Fire Alarm Systems	\$100.00	\$50.00
Underground Fire Line	\$100.00	\$50.00
Kitchen Vent Hood Systems	\$100.00	\$50.00
Special Permit Yearly Inspection	\$50.00	\$50.00
General Fire Code Enforcement Inspections	No charge	No charge

Fire Department Inspection Fees are in addition to applicable building permit fees and includes necessary plan reviews.



AGENDA ITEM 6

DATE OF MEETING: July 17, 2014		DATE SUBMITTED: July 9, 2014
DEPT. OF ORIGIN: Airport		SUBMITTED BY: Kim Hodde
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Amendment No. 1 to the Airport Project Participation Agreement No. 13HGBRENM with TxDOT and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: This project was approved by TxDOT at an estimated cost of \$1,695,000 with the City of Brenham's share being approximately \$169,500; however, when the bids were received the cost increased by \$177,620 making the estimated cost of the project \$1,872,620 with the City's share being \$187,262. We have previously paid TxDOT \$169,510 thus leaving a balance due to TxDOT of \$17,752. We can use some of the funds currently budgeted for the remainder of the fencing at the airport to cover this deficit then complete the remainder of the fencing after October 1, 2014.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Amendment Number 01 to the Agreement; and (2) Letter from TxDOT		
FUNDING SOURCE (Where Applicable): Current budget funds		
RECOMMENDED ACTION: Approve Amendment Number 1 to the Airport Project Participation Agreement between the City of Brenham and TxDOT (13HGBRENM) for the construction of a 10-unit T-hangar development, various access taxiways and installation of a new electrical vault at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.		
APPROVALS: Terry K. Roberts		

**TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT**

(Federally Assisted Airport Development)

TxDOT CSJ No.: 13HGBRENM
TxDOT Project No.: AP BRENHAM 2
TxDOT Contract No. : 3XXAV095
Commission Approval: May 30, 2013
NPE Funds Applied: FY10, FY11, FY12, FY13
DUNS: 939864294
C.F.D.A.:20.106

Amendment No. 01 to the Agreement

Part I - Identification of the Project

TO: The City of Brenham, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

The City of Brenham, Texas, hereinafter referred to as the "Sponsor," and the Texas Department of Transportation, hereinafter referred to as the "State," have entered into an Airport Project Participation Agreement TxDOT CSJ Number 13HGBRENM, executed by the Sponsor on June 17, 2013, and by the State on June 20, 2013, for the development of the Brenham Municipal Airport, hereinafter referred to as the "Airport".

The project is described as construction services to: construct 10 unit T-hangar, South and North hangar access taxiway, and cross taxiway; widen hangar access taxiway; and construct electrical vault at the Brenham Municipal Airport.

It is in the mutual interest of the Sponsor and the State to increase the grant by \$177,620 based on bids received.

Part II - Offer of Financial Assistance, estimates total project costs to be \$1,695,000; and financial assistance is currently limited to \$1,525,000 in federal funds and \$169,500 in local sponsor funds.

The following amendment to the Airport Project Participation Agreement shall become effective upon execution of this Amendment by the Sponsor and the State.

The Airport Project Participation Agreement is amended as follows:

1. On Part II, Item No. 2 of the Agreement, change Amount A, estimated total project costs, and any further references in the Agreement to Amount A, to \$1,872,620.
2. On Part II, Item No. 2 of the Agreement, change Amount B, estimated project costs eligible for federal financial assistance, and any further references in the Agreement to Amount B, to \$1,872,620.
3. On Part II, Item 3 of the Agreement, change Amount C, the maximum obligation of the United States payable under this offer, and any further references in the Agreement to Amount C, to \$1,685,358.
4. On Part II, Item 4 of the Agreement, change Amount D, Sponsor's share of the estimated construction costs, and any further references in the Agreement to Amount D, to \$187,262.

All other terms and conditions of the agreement are unchanged and remain in full force and effect.

This Amendment to the Airport Project Participation Agreement between the City of Brenham, Texas, and the Texas Department of Transportation is mutually agreed to and accepted.

Executed this _____ day of _____, 20_____.

 The City of Brenham, Texas
 Sponsor

 Witness Signature

 Sponsor Signature

 Witness Title

 Sponsor Title

Execution by the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____



Texas Department of Transportation

AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

July 3, 2014

Mr. Grant Lischka
City Engineer, City of Brenham
200 W. Vulcan Street
Brenham, Texas 77834

TxDOT Project No.: AP BRENHAM 2
TxDOT CSJ No.: 13HGBRENM
Fund Source: 4056000927

Dear Mr. Lischka:

Enclosed is the Amendment Number 1 to the Airport Project Participation Agreement between the City of Brenham and the Texas Department of Transportation for this project. This amendment will increase the grant by \$177,620 based on bids received.

The sponsor's share of the project costs is estimated to be \$187,262. Our records indicate we have received \$169,510. We are requesting the additional funds of \$17,752. Please remit payment to the address as follows not later than July 18, 2014

Texas Department of Transportation Attn.: Diana Ruiz
P.O. Box 149001
Austin, Texas 78714.

We request that you proceed as expeditiously as possible to execute the Agreement and return the Agreement no later than July 18, 2014. **Please return both copies of the fully signed and witnessed documents to the:**

Texas Department of Transportation - Aviation Division
125 E. 11th Street
Austin, Texas 78701-2483

Sincerely,

Becky Vick
Grant Manager

cc: Diana Ruiz

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer



AGENDA ITEM 7

DATE OF MEETING: July 17, 2014		DATE SUBMITTED: July 9, 2014
DEPT. OF ORIGIN: Police Department		SUBMITTED BY: Rex L. 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-14-017 Authorizing the Acceptance of TxDOT’s Selective Traffic Enforcement Program (STEP) Grant for the Period of October 1, 2014 through September 30, 2015 for the Police Department and Authorize the Mayor to Execute Any Necessary Documentation.		
SUMMARY STATEMENT: This grant funds police officers to enforce speeding violations in specific areas.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p>A. PROS: The funds make it possible for this department to be proactive in terms of preventing traffic accidents because it reimburses the city for overtime hours expended for the specific purposes above. The actual reimbursement amount the city is eligible for is \$36,270.00.</p> <p>B. CONS: There is a matching requirement in the amount of \$14,813.46; however, the STEP enforcement generates significant revenue to negate this con.</p>		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution No. R-14-017; and (2) Copy of the 2010 Texas Traffic Safety Program Grant Agreement		
FUNDING SOURCE (Where Applicable): STEP Grant		

RECOMMENDED ACTION: Approve Resolution No. R-14-017 accepting the STEP Grant in the amount of \$51,083.46 for the period October 1, 2014 thru September 30, 2015 for the Police Department and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts

RESOLUTION NO. R-14-017

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF TXDOT'S SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FOR THE PERIOD OF OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015 FOR THE CITY OF BRENHAM, TEXAS POLICE DEPARTMENT

WHEREAS, the Texas Department of Transportation (TxDOT) works together with local law enforcement agencies to decrease automobile accidents and the resulting fatalities and injuries; and

WHEREAS, Selective Traffic Enforcement Programs (STEPS) are grants provided by TxDOT to law enforcement agencies to enforce traffic safety laws such as speed and intersection traffic control.

WHEREAS, TxDOT is providing \$36,270.00 in funding with a match amount of \$14,813.46 provided by the Brenham Police Department for a total amount of \$51,083.46 to be used for overtime for officers' participating in the Selective Traffic Enforcement Program (STEP).

BE IT RESOLVED BY THE CITY OF BRENHAM, TEXAS that the Mayor is authorized to execute all documents necessary for the acceptance of the grant funding provided through the STEP program.

PASSED and APPROVED this the 17th day of July, 2014.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Texas Traffic Safety eGrants

Fiscal Year 2015

Organization Name: City of Brenham - Police Department

Legal Name: City of Brenham

Payee Identification Number: 17460004041004

Project Title: STEP- 2015 SPEED

ID: 2015-Brenham-S-1YG-0100

Period: 10/01/2014 to 09/30/2015

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Brenham** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2015.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **585EG014**

CFDA Number: **20.6**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

DUNS: **939864294**

Project Title: **STEP- 2015 SPEED**

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2014** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2015** unless terminated or otherwise modified.

Total Awarded: **\$51,083.46**

Amount Eligible for Reimbursement by the Department: **\$36,270.00**

Match Amount provided by the Subgrantee: **\$14,813.46**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

City of Brenham

[Legal Name of Agency]

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

By:

By:

[Authorized Signature]

[District Engineer Texas Department of
Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or
Resolution Number (for local government)
(If Applicable)

By:

Director, Traffic Operations Division Texas
Department of Transportation (Not required for
local project grants under \$100,000.00)

[Resolution Number]

Date: _____

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 2 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
 2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. 2 CFR Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions;
 2. 2 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
 3. 2 CFR Part 230 (OMB Circular A-122), Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
 2. There is a written thirty (30) day notice by either party; or
 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address

http://txdot.gov/business/business_outreach/mou.htm.

- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

ARTICLE 24. DEBARMENT AND SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to SingleAudits@txdot.gov
- C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to SingleAudits@txdot.gov as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

- hours worked, type of citation issued or arrest made, officer and supervisor signatures.
- K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
 - L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
 - M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
 - N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
 - O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
 - P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
 - Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
 - R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
 - S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
 - T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants

- B. Provide program management and technical assistance.

- C. Attend appropriate meetings.

- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Document any progress towards self-sufficiency
 - 4. Account for any approved Program Income earned and expended
 - 5. Identify exemplary performance or best practices

PROGRAM ELEMENT SELECTION

YEAR LONG

DWI	DWI: Driving While Intoxicated
X Speed	Speed: Speed Enforcement
OP	OP: Occupant Protection (Safety Belt and Child Safety Seat)
ITC	ITC: Intersection Traffic Control
DD	DD: Distracted Driving

WAVE

DWI	Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
Speed	Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
OP	Jurisdiction wide
DD	Jurisdiction wide

CMV

Speed,OP&H MV	CMV: Commercial Motor Vehicle; H MV: Hazardous Moving Violations
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GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of speed-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Year (12 months) From 1/1/2013 to 12/31/2013

Baseline Measure	Baseline Number
Number of speed citations	947

	Baseline Number	Month/Year of Survey
Percentage of speed compliance:	59 %	01/2014

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase speed citations by	3000
2. Proposed total number of traffic related crashes	
a. Reduce the number of speed-related crashes to	100
3. Increase speed compliance	
a. Increase the speed compliance rate to	75%
4. Number of Enforcement Hours	1000

Step Indicator	3.00
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Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	6
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	10
c. Conduct community events (e.g. health fairs, booths)	2
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	1100

OPERATIONAL PLAN

Page Title: Speed

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 1	SPEED	1000 BLOCK US HWY 290 WEST 65 MPH 1000 BLOCK TO CITY LIMITS TWO MILES IN LENGTH	58%	0600-2400 MONDAY - SUNDAY
2. 2	SPEED	1000 BLOCK US HWY 290 EAST 60 MPH 1000 BLOCK TO CITY LIMITS TWO MILES IN LENGTH	46%	0600-2400 MONDAY - SUNDAY
3. 3	SPEED	1400 BLOCK US HWY 290 WEST 65 MPH 1400 BLOCK TO CITY LIMITS TWO MILES IN LENGTH	72%	0600-2400 MONDAY - SUNDAY
4. 4	SPEED	1400 BLOCK US HWY 290 EAST 65 MPH 1400 BLOCK TO CITY LIMITS TWO MILES IN LENGTH	71%	0600-2400 MONDAY - SUNDAY
5.			%	

City of Brenham - Police Department
STEP-2015

6. %

7. %

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$36,270.00	\$7,020.12	\$43,290.12
(200)	Fringe Benefits:	\$0	\$6,333.34	\$6,333.34
	Sub-Total:	\$36,270.00	\$13,353.46	\$49,623.46
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$1,460.00	\$1,460.00
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$1,460.00	\$1,460.00
Total Direct Costs:		\$36,270.00	\$14,813.46	\$51,083.46
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$36,270.00	\$13,353.46	\$49,623.46
	Total Direct Costs:	\$0	\$1,460.00	\$1,460.00
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$36,270.00	\$14,813.46	\$51,083.46
	Fund Sources (Percent Share):	71.00%	29.00%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				



AGENDA ITEM 8

DATE OF MEETING: July 17, 2014	DATE SUBMITTED: July 11, 2014	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Julie Fulgham	
MEETING TYPE: <input type="checkbox"/> REGULAR <input type="checkbox"/> SPECIAL <input checked="" type="checkbox"/> EXECUTIVE SESSION	CLASSIFICATION: <input type="checkbox"/> PUBLIC HEARING <input type="checkbox"/> CONSENT <input type="checkbox"/> REGULAR <input type="checkbox"/> WORK SESSION	ORDINANCE: <input type="checkbox"/> 1 ST READING <input type="checkbox"/> 2 ND READING <input type="checkbox"/> RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.071 – Consultation with Attorney – Deliberation Regarding A Substandard Building Located in the Noel’s Addition, Lot 1C, As Recorded in Volume 1167, Page 717 of the Official Records of Washington County and Located at 209 South Market Street, Brenham, Texas		
SUMMARY STATEMENT: As discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Discussion Only.		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 9

DATE OF MEETING: July 17, 2014		DATE SUBMITTED: July 11, 2014	
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 type="checkbox"/> RESOLUTION	
	<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Authorizing the City Attorney to Pursue All Available Legal Remedies, Proceedings and Relief on Behalf of the City of Brenham, Texas Against All Appropriate Persons and/or Entities Regarding a Substandard Building Located at 209 South Market Street, Brenham, Texas, said Property also Described as Noel's Addition, Lot 1C in a Deed Recorded in Volume 1167, Page 717 of the Official Records of Washington County			
SUMMARY STATEMENT: As discussed in Executive Session.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference): N/A			
ATTACHMENTS: None			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Approve the authorization of the City Attorney to pursue all available legal remedies, proceedings and relief on behalf of the City of Brenham, Texas against all appropriate persons and/or entities regarding a substandard building located at 209 South Market Street, Brenham, Texas, said property also described as Noel's Addition, Lot 1C in a Deed Recorded in Volume 1167, Page 717 of the Official Records of Washington County.			
APPROVALS: Terry K. Roberts			