



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY AUGUST 7, 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 – City Manager Terry Roberts**
- 3. 3-a. Service Recognitions**
 - **Barbara Martin – Public Utilities – 5 years**
 - **Kevin Schmidt – Information Technology – 5 years**
- 3-b. Awards**
 - **GFOA Distinguished Budget Presentation Award**
- 4. Citizens Comments**

CONSENT AGENDA

- 5. Statutory Consent Agenda**

The Statutory Consent Agenda includes non-controversial and routine items that Council may act on with one single vote. A councilmember may pull any item from the Consent Agenda in order that the Council discuss and act upon it individually as part of the Regular Agenda.
- 5-a. Minutes from the July 15, 2014 Special City Council Meeting and July 17, 2014 Regular City Council Meeting** **Page 1-12**

WORK SESSION

- 6. Discussion and Update on FY2014-15 Budget Workshop** **Page 13**
- 7. Discussion and Presentation Regarding the Potential Sale of Several Parcels of Land Located Along Wilkins and Jefferson Streets** **Page 14-15**

8. **Discussion and Presentation Regarding the Potential Sale of Several Parcels of Land Located Along Old Mill Creek Road and the Possible Future Extension of the U.S. Highway 290 Frontage Road from Old Mill Creek Road to W. Main Street**

Page 16-17

REGULAR AGENDA

9. **Discuss and Possibly Act Upon an Amendment to the Development Agreement Related to the Donation of Land for Future Park Purposes and Authorize the Mayor to Execute Any Necessary Documentation**

Page 18-24

10. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting a Revised City of Brenham Drought Contingency Plan and Water Conservation Plan for 2014**

Page 25-44

11. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 23, Subdivisions, Section 23-36, Filing Fees, of the Code of Ordinances of the City of Brenham, Texas**

Page 45-49

12. **Discuss and Possibly Act Upon a Professional Services Contract Between the City of Brenham and Bureau Veritas Group for Inspection and Permitting Services for the Development Services Department and Authorize the Mayor to Execute Any Necessary Documentation**

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13. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 12, Health and Sanitation, Article II, Cleanliness of Premises, of the Code of Ordinances of the City of Brenham, Texas**

Page 61-69

14. **Discuss and Possibly Act Upon the Acceptance of the Edge Reimbursement Implementation Grant from the Texas State Library and Archives Commission in the Amount of \$5,000 for New Computer Equipment for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation**

Page 70-71

15. **Discuss and Possibly Act Upon the Approval of the FY2014-15 Preliminary Budget for the Washington County Appraisal District**

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16. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Repealing Chapter 25, Article III, Division 2, Section 25-57, Reserved Parking, of the Code of Ordinances of the City of Brenham, Texas**

Page 77-80

17. **Discuss and Possibly Act Upon RFQ No. 14-009 for a Refurbished Horizontal Cardboard Baler for the City of Brenham's Recycling Center and Authorize the Mayor to Execute Any Necessary Documentation**

Page 81-86

18. **Discuss and Possibly Act Upon a Contract Between the City of Brenham and Vaisala, Inc. Related to the Support and Maintenance of the Automated Weather Observation System (AWOS) Located at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Page 87-92**
19. **Discuss and Possibly Act Upon the Extension of a Contract Between the City of Brenham and Ron Stegemoller dba RS Aircraft Services for Mechanic Services at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Page 93-95**

EXECUTIVE SESSION

20. **Section 551.071 - Texas Government Code – Consultation with the City Attorney – Consultation with City Attorney Regarding Legal Issues Concerning Platting of the Prairie Lea Cemetery and Possible Future Extension of Saeger Street** **Page 96**
21. **Section 551.072 - Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Potential Purchase of Real Property for Redevelopment** **Page 97**

RE-OPEN REGULAR AGENDA

22. **Discuss and Possibly Act Upon the Purchase of Real Property for Redevelopment and Authorize the Mayor to Execute Any Necessary Documentation** **Page 98**

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.

23. **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 August 7, 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 August 4, 2014 at *12:18 PM*.

Amanda Kfehm

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 special meeting of the Brenham City Council was held on July 15, 2014 beginning at 8:30 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None.

Others present:

City Manager Terry K. Roberts, Assistant City Manager Kyle Dannhaus, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Amanda Klehm, Susan Nienstedt, Wende Ragonis, Fire Chief Ricky Boeker, Public Utilities Director Lowell Ogle, Kevin Schmidt, and Kevin Boggus

Citizens present:

Weldon Williams III

Media Present:

Arthur Hahn, Brenham Banner Press

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

There were no citizen comments.

Councilmember Williams introduced his son, Weldon Williams III.

REGULAR AGENDA

4. Discuss and Possibly Act Upon the Approval of an Addendum to and Modification of the Comprehensive Exchange of Services Interlocal Agreement Between the City of Brenham and Washington County, Amending Various Provisions of Said Agreement, and Authorize the Mayor to Execute Any Necessary Documentation

City Manager Terry Roberts presented this item. Roberts stated in order to have a smoother transition of Emergency Communications from one governmental agency to another; the ILA included an 18 month transition period. Roberts explained that it became apparent soon after the transition started that a different transfer date should be considered other than July 1, 2015. Roberts advised that truth in taxation laws govern how the setting of tax rates are impacted when two governmental agencies exchange a department. Roberts stated that when a department transfers, there is a onetime adjustment in the effective and roll back tax rates for both entities. Roberts explained that because of this state law, October is the most appropriate time on the budget and tax calendar to make the move.

Roberts advised that the ILA Task Force has worked through the issues associated with transition of Emergency Communications. Roberts stated they finalized a set of recommendation to the governing bodies related to Emergency Communications and other amendments to the originally passed exchange of services ILA. Roberts explained that the ILA Task Force is recommending an October 2014 transfer date to the governing bodies. Roberts advised the October 1, 2014 date would mean the entire departmental cost would shift from the City to the County and it would trigger the tax rate calculation adjustment. Roberts explained with an October 2014 recommendation for transition, the governing bodies need to act by the end of July so that Chief Appraiser Dilworth has time to publish the new effective and roll back tax rates.

Roberts stated that since our Emergency Communications Department is not operated by a law enforcement agency, DPS mandates that the Board overseeing its operation be filled by majority law enforcement personnel. Roberts explained the original ILA did not make that stipulation. Roberts advised that DPS has stringent rules about the oversight of a civilian emergency communications department. Roberts stated the existing ILA says that the Board will be made up of “at least” the four major users of the service (PD, SO, EMS and Fire) plus the Emergency Communications Director. Roberts advised because it said “at least” there was not a problem including the DPS local sergeant and a representative of the volunteer fire departments in the County. Roberts explained that however, that arrangement does not comply with the DPS requirement that a majority of the board be law enforcement.

The amendment proposed by the Task Force will get the make-up of Communications Policy Board into compliance with DPS regulations. The amendment establishes the heads of the four major agencies (PD, SO, EMS and Fire) plus the DPS sergeant will be the five member board. The Communications Director will serve in a staff function and not be a voting member of the Board.

Councilmember Goss stated he has personal feelings about the County, but he must separate those from this decision. Councilmember Goss explained that in their Task Force meeting discussions, the County has made every effort to meet the needs and desires of the City to make the transfer. Councilmember Goss advised the County has met the needs of the employees as well as the monetary issues and benefits for those employees. Councilmember Goss stated the County has addressed the issues of the IT portion of this operation and have hired an IT Manager/Director to oversee the IT part of the operation and sought out advise around town for the business side. Councilmember Goss stated that when they discussed hosting and costs, the County didn't balk at the monetary figures the City presented to them because they feel that they can take over the operation. Councilmember Goss stated he feels that the County should have a chance to try to make this work.

Councilmember Barnes-Tilley stated while effort has been shown, she has reservations because it is moving too quickly and she wanted to watch them in action a little while longer before making the decision regarding transfer. Councilmember Barnes-Tilley stated the 50/50 split is nice and she would love to see that continue in the future as the two entities working together. Councilmember Barnes-Tilley expressed her appreciation for their efforts and working well together, but she is not comfortable with making the transition now.

Councilmember Herring stated that he is very disappointed that the County has not done more. Councilmember Herring expressed his frustration with the County hiring a manager, but no worker bees. Councilmember Herring explained he does not understand why they aren't doing it in-house instead of contracting the work out. Councilmember Herring stated he does not see much progress on the County's side. Councilmember Herring explained that they are delaying and to hear that they can't afford \$500,000.00 shared costs is disappointing. Councilmember Herring stated the County should have done better homework.

Mayor Tate stated that the County cannot raise their taxes if we continue with the 50/50 split. Councilmember Herring stated he has a lot of reservations because he feels like we are rushing into this. Mayor Tate stated that everything should be up and running by the time the City moves it over to the County.

Councilmember Herring stated after reading Roberts' memo, he was shocked that the City stated \$1600.00 a month for hosting and the County agreed to that price. Mayor Tate stated that when Councilmember Goss said \$5,000.00 a month, they agreed to that figure as well. Councilmember Herring stated he feels that the City needs to make the County non-dependent on the City and eventually they will not have to pay us for services.

Councilmember Herring praised the transition and continuation of the Task Force. Councilmember Herring questioned if the Council positions were restricted to the people's chairs that are currently serving in the event that they did not re-elect after a period of time. City Attorney Cary Bovey stated that the way it is worded, if someone succeeds them, the new person will take their position. Councilmember Herring stated that he does not like that because that would be too much for a new person to handle. Mayor Tate stated that would occur at the discretion of the Mayor, so the Mayor could make changes if they deemed necessary. Mayor Tate stated that the make-up of the Task Force for the City is the Mayor and two Councilmembers.

Councilmember Herring stated Section II should have wording to ensure the City is not funding the initial build out of the County's IT operations. Bovey stated Section 2B states there is an 18 month transition period and both parties are working on a shared budget. Councilmember Herring stated he would like protection from the City paying even partly for the County's IT build out. Assistant City Manager Kyle Dannhaus stated the City would provide the fiber, but they would allocate to individual budgets; however, Council needs to decide how to allocate those out. Mayor Tate stated there would be no budget for Communications if the operation is transferred to the County. Roberts reiterated that the City would not be picking up any of the Communications budget if it transfers to the County. Bovey explained Section 5 states that the County is responsible to fund all Communications operations. Councilmember Goss stated that in discussions regarding budget, the IT Director will put together a budget that will be reviewed by the ILA Task Force.

Mayor Pro Tem Nix questioned when the consoles wear out, who is responsible for replacing those. Roberts explained the County would be responsible for the replacement. Councilmember Goss questioned if the building rental included the utilities as well as the building and equipment. Mayor Tate stated no, utilities are not included in the rent. Dannhaus stated that everything is separate.

Councilmember Barnes-Tilley stated that she will do what she can to move forward even though as does not agree with it at this point. Councilmember Barnes-Tilley explained that she will continue to do as she has done to represent the Council's wishes.

Mayor Pro Tem Nix questioned if the consoles wear out and the County has to replace them, will it affect the rent. Bovey stated it will not affect the rent because the rent is not dependent on the equipment. Roberts explained that when the equipment wears out, they will work through the issues of how to handle it. Roberts advised that the City will take care of the roof, building and things of that nature. Roberts stated if things go south, the City will keep up the lease so the City can take back over, if necessary.

A motion was made by Councilmember Goss and seconded by Councilmember Ebel to approve an addendum to and modification of the Comprehensive Exchange of Services Interlocal Agreement between the City of Brenham and Washington County, amending various provisions of said agreement, and authorize the Mayor to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed, with a 5-2 vote, 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	No
Councilmember Mary E. Barnes-Tilley	No
Councilmember Weldon Williams	Yes

5. Administrative/Elected Officials Report

There were no 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 17, 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, Susan Nienstedt, Wende Ragonis, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Todd Jacobs, David Doelitsch, Angela Hahn, Development Services Director Julie Fulgham, Allen Jacobs, Kim Hodde, Public Works Director Dane Rau, Public Utilities Director Lowell Ogle, and Grant Lischka

Citizens present:

Alan Hutson

Media Present:

Arthur Hahn, Brenham Banner Press; Mark Whitehead, KWHI

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

There were no citizen 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

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve the Statutory Consent Agenda Item 4-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

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

Development Services Director Julie Fulgham presented this item. Fulgham stated the Resolution is to adopt fees presented during a Work Session at the July 3rd Council meeting for building permits, mechanical permits, plumbing permits, electric permits, health inspections, and fire safety inspections, which will take effect on October 1, 2014.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to 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

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

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

Planning Technician Kim Hodde presented this item. Hodde stated 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. Hodde explained that Staff previously paid TxDOT \$169,510 thus leaving a balance due to TxDOT of \$17,752. Hodde advised that the City 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.

Mayor Tate questioned if this project was for the ten (10) hangars. Hodde stated yes, it is for ten (10) hangars, various access taxiways, and the installation of a new electrical vault. Mayor Tate questioned if the fencing was complete. Hodde explained that the fencing is about halfway finished. Mayor Tate questioned if the work was being completed in-house and if the money has already been appropriated. Hodde stated no, the work has been contracted out and yes, the funding has been appropriated through the RAMP Grant.

Councilmember Goss questioned who did the initial figures for this project, the City or TxDOT. Hodde explained that TxDOT worked with O'Malley Engineers, but it was done almost a year ago. Hodde stated that no quantities have changed. Hodde advised that the bids were spread out and some were \$400,000-\$500,000 more than anticipated. City Engineer Grant Lischka stated the City received five (5) bids for the project. Mayor Tate questioned if this was the lowest bidder. Hodde stated it was the lowest qualified bidder.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to 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.

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

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

Police Chief Rex Phelps presented this item. Phelps stated that this grant funds police officers to enforce speeding violations in specific areas. Phelps explained 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. Phelps explained the actual reimbursement amount the city is eligible for is \$36,270.00. Phelps advised that there is a matching requirement in the amount of \$14,813.46; however, the STEP enforcement generates significant revenue to negate this con.

Mayor Tate questioned the amount of the grant. Phelps explained the grant is for up to \$36,270.00 to be reimbursed for overtime; however, there are matching requirements where the Police Department is required to put in \$14,813.46. Councilmember Goss questioned if there has always been a matching requirement for this grant. Phelps explained yes, the matching requirement has been a part of the grant from the beginning.

Mayor Tate questioned if there is a requirement on tickets. Phelps stated there is no ticket requirement, but must show activity. Councilmember Goss questioned if the grant was only 60 days. Phelps stated no, it is for one year.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Goss to 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.

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

Council adjourned into Executive Session at 1:15pm.

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**

Executive Session adjourned at 1:40pm.

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**

There was no discussion on this item.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to 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.

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

10. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Budget books will be ready tomorrow
- Budget Workshops will be Monday and Thursday next week beginning at 8:30am. There will be a continental breakfast served at 8:00am.

Police Chief Rex Phelps reported on the following:

- The Animal Shelter is in the fundraising stage and has already raised \$700,000 in donations. They anticipate and have been told they will receive more donations soon. Phelps is hoping the remainder of the needed donations will come in before the 1st of August so that they will stay on track with their timeline.

City Manager Terry Roberts reported on the following:

- The Library Advisory Board met yesterday and the Nancy Carol Roberts Memorial Library is in the process of getting the funds to the City by cashing in stocks and bonds, which is about \$70,000 over the \$1.5 million needed.
- The Executive Session on the Simon Center may be another month away because Staff has been tied up with Budget and ILAs.
- Council will need another ILA meeting to get ready for the transition.
- A Communications Supervisor has been hired.

Mayor Pro Tem Nix questioned if the County will keep our personnel. Dannhaus explained that as far as they know, they will be taking all of the employees that are willing to go, which is all of them, but it could change as the transition gets closer.

Development Services Director Julie Fulgham stated this Saturday will be the 3rd Hot Nights, Cool Tunes Downtown starting at 7:00pm.

Councilmember Herring stated that Taylor is on his way home and his 2nd grandchild is due on July 30th.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 6

DATE OF MEETING: August 7, 2014	DATE SUBMITTED: August 1, 2014	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller	
MEETING TYPE: <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SPECIAL <input type="checkbox"/> EXECUTIVE SESSION	CLASSIFICATION: <input type="checkbox"/> PUBLIC HEARING <input type="checkbox"/> CONSENT <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> WORK SESSION	ORDINANCE: <input type="checkbox"/> 1 ST READING <input type="checkbox"/> 2 ND READING <input type="checkbox"/> RESOLUTION
AGENDA ITEM DESCRIPTION: Discussion and Update on FY2014-15 Budget Workshop		
SUMMARY STATEMENT: The updated FY14-15 proposed budget worksheets will be distributed at the meeting on Thursday.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS:		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Discussion only.		
APPROVALS: Carolyn D. Miller		



AGENDA ITEM 7

DATE OF MEETING: August 7, 2014	DATE SUBMITTED: August 4, 2014	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Grant Lischka	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discussion and Presentation Regarding Potential Sale of Several Parcels of Land Located Along Wilkins and Jefferson Streets.		
SUMMARY STATEMENT: The City has recently installed underground storm sewer in a drainage way that parallels Burlison Street between Jefferson Street and MLK Jr. Parkway. Along portions of this drainage way, the City owns several parcels. Now that the drainage way has been covered, staff believes that these parcels are no longer necessary for the City to own. A sanitary sewer line is installed within an easement that parallels the drainage way. If additional easements are required, they will be obtained before the sale of the property.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Map of Properties to be Potentially Sold		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Discussion only.		
APPROVALS: Terry K. Roberts		



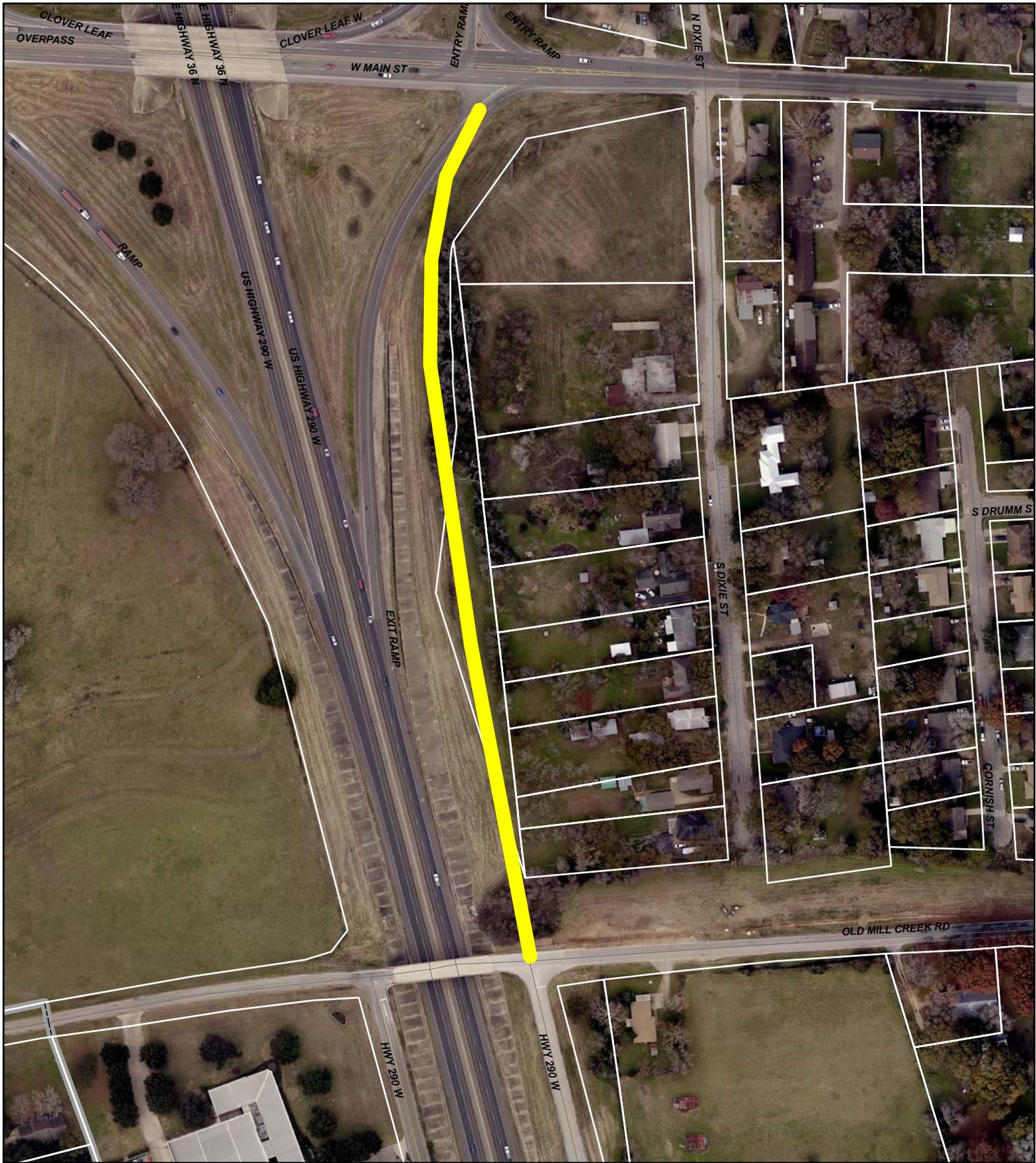
1 inch = 100 feet





AGENDA ITEM 8

DATE OF MEETING: August 7, 2014		DATE SUBMITTED: August 4, 2014	
DEPT. OF ORIGIN: Development Services		SUBMITTED BY: Grant Lischka	
MEETING TYPE:		CLASSIFICATION:	
<input checked="" type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input type="checkbox"/> REGULAR	
		<input checked="" type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Discussion and Presentation Regarding the Potential Sale of Several Parcels of Land Located Along Old Mill Creek Road and the Possible Future Extension of the U.S. Highway 290 Frontage Road from Old Mill Creek Road to W. Main Street.			
SUMMARY STATEMENT: As discussed with Council in April, Staff has hired a surveyor to layout developable lots within the old railroad right-of-way along Old Mill Creek. Staff was provided with a preliminary layout and would like to discuss with Council. As shown on the layout, the Dixie Street right-of-way is currently extending to Old Mill Creek Road. While staff believes that a straight connection between Old Mill Creek Road and W. Main Street is necessary, we would like to find alternatives other than Dixie Street. One alternative is to extend the frontage road on the east side of U.S. Highway 290 from Old Mill Creek Road to W. Main Street. Staff believes this is better than extending Dixie Street. Right-of-way would need to be acquired and staff is currently coordinating meetings with property owners. The existing off ramp and its tie-in to W. Main Street would also require reconfiguration.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference): N/A			
ATTACHMENTS: (1) Map of Properties			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Discussion only.			
APPROVALS: Terry K. Roberts			



1 inch = 200 feet

Proposed Frontage Road



Legend



AGENDA ITEM 9

DATE OF MEETING: August 7, 2014	DATE SUBMITTED: August 4, 2014	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Grant Lischka	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Amendment to the Development Agreement Related to the Donation of Land for Future Park Purposes and Authorize the Mayor to Execute Any Necessary Documentation.		
SUMMARY STATEMENT: The development agreement related to the donation of land for future park purposes currently states that the developer will construct Chappell Hill Street south of U.S. Highway 290. Being that Chappell Hill Street is part of the City's thoroughfare plan, the City agreed to participate 25 percent of the cost of the street. The 25 percent is the cost for oversizing from a 31-foot local street to a 39-foot collector street. The engineer for this portion of Chappell Hill Street is the same engineer the City hired to prepare plans for the Chappell Hill Street Extension. In an effort to benefit from the economy of scale, staff believes that bidding both projects together will possibly result in a lower total cost for the projects than if they were bid separately. The simplest way to bid the projects together is for the City to bid out the projects and be reimbursed by the developer. This scenario requires an amendment to the development agreement. In short, instead of the developer constructing the road and being reimbursed 25 percent by the City, the City would now construct the road and be reimbursed 75 percent by the developer. The projects have been issued to contractors and are bids will be opened later this month.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p style="margin-left: 40px;">A. PROS: Will allow the City to receive lower bids due to economies of scale.</p> <p style="margin-left: 40px;">B. CONS:</p>		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Addendum to Development Agreement; and (2) Memorandum of Addendum to Development Agreement.		
FUNDING SOURCE (Where Applicable): N/A		

RECOMMENDED ACTION: Approve an amendment to the Development Agreement related to the donation of land for future park purposes and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts

**ADDENDUM TO AND MODIFICATION OF
DEVELOPMENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This “Addendum to and Modification of Development Agreement” (the “Addendum”) between the City of Brenham, Texas, a Texas home-rule municipality (the “CITY”) and Ed F. Kruse, his heirs, successors and assigns (“DEVELOPER”) amends the “Development Agreement” between the CITY and DEVELOPER dated and effective December 18, 2013 (the “Agreement”), in consideration of the mutual undertakings and obligations expressed herein and the Agreement, as an addendum to and modification of the Agreement executed between the parties.

Section 3.5 of the Agreement, specifically the portion entitled “Streets,” is modified to read as follows:

Streets: DEVELOPER and CITY acknowledge and agree that the conceptual land development plan for this PROJECT was heavily influenced by the CITY’S Thoroughfare Plan. Said plan has required the DEVELOPER to plan for the inclusion of a minimum of two major future streets within this PROJECT. The two major future streets are Chappell Hill Street (from US Hwy 290 to the intersection of SH 36 and FM 109) and Blue Bell Road (from the intersection of SH 36 and Salem Road to the current end of Blue Bell Road within the Brenham Business Center). DEVELOPER and CITY acknowledge and agree the preferred street route to access the Park Site and Project is by the extension of Chappell Hill Street beginning at U.S. Highway 290. DEVELOPER and CITY agree that said street extension to the Park site benefits both the DEVELOPER and CITY with regard to future development of the Project and Park Site, therefore DEVELOPER and CITY hereby agree to share in the costs of the design and construction of said street extension, as further detailed in Exhibit “B.”

DEVELOPER will design and CITY will construct, in accordance with applicable municipal procurement laws, said Chappell Hill Street extension, having an approximate length of 2,250 feet, to CITY street design and construction standards for a thirty-nine foot (39’) Collector street. CITY agrees to pay the construction cost difference between a thirty-one foot (31’) Local street and a thirty-nine foot (39’) Collector street for an approximate 2,250 linear foot section in accordance with the terms of this Agreement contained herein. DEVELOPER shall reimburse CITY seventy-five percent (75%) of the street design and construction cost for oversizing to a collector street. The roadway over Woodward Creek and the extension to access the southern section of the Park Site is planned to be a twenty-four foot (24’) wide chip sealed roadway, having an approximate length of 1,600 feet. The CITY shall be solely responsible for the initial construction cost for this twenty-four foot (24’) wide chip sealed roadway and ultimately any future improvements and/or upgrades required to bring this section of roadway into compliance with the City’s collector street standards.

- Deleted: s
- Deleted: DEVELOPER, on a reimbursement basis, the
- Deleted: CITY
- Deleted: DEVELOPER
- Deleted: twenty-five percent (25%)

CITY will submit a monthly written invoice to DEVELOPER for the Chappell Hill Street extension participation payments as work progresses on the street extension. If the monthly written invoice for payment complies with the terms of this Agreement, DEVELOPER will pay the Chappell Hill Street extension participation funds to the CITY on a monthly basis within thirty (30) days after DEVELOPER'S receipt of a written invoice for payment. With regard to the Chappell Hill Street extension design costs incurred by the DEVELOPER, the CITY shall reimburse the DEVELOPER twenty-five percent (25%) of the street design costs for the 2,250 foot extension. The CITY shall pay the DEVELOPER for 25% of the Chappell Hill Street extension design costs within thirty (30) days after CITY'S receipt of a written invoice for payment.

- Deleted: DEVELOPER
- Deleted: request
- Deleted: oversize
- Deleted: after Final Completion of
- Deleted: and acceptance of the street improvement by CITY
- Deleted: request
- Deleted: CITY
- Deleted: oversize
- Deleted: OWNER
- Deleted: in one (1) payment
- Deleted: CITY's
- Deleted: request

The DEVELOPER and CITY agree that the inclusion of the planned future extensions of Blue Bell Road and Chappell Hill Street thoroughfares were the result of the City's Thoroughfare Plan. Therefore, the cost of the oversizing of these streets and related appurtenances are, in part, a responsibility of the CITY. Therefore, the CITY agrees to participate financially in the cost of extending these streets. The CITY agrees to be responsible for a minimum of twenty-five percent (25%) of the street design and construction costs, except as described in the next paragraph. Should the CITY'S reimbursement policy change whereby the CITY reimburses developers for more than twenty-five percent (25%) of these costs, the DEVELOPER shall be entitled to and receive the benefit of such a change in policy.

- Deleted: reimburse the DEVELOPER

For that section of the proposed Chappell Hill Street extension west of Woodward Creek where the CITY owns the property adjoining the south side of the street and the DEVELOPER owns the property on the north side of the street as shown on Exhibit "A" attached, the CITY and the DEVELOPER shall share equally in the cost of designing and constructing this segment of street. Similarly, for that section of the proposed Blue Bell Road where the CITY owns the property adjoining the south side of the street and the DEVELOPER owns the property on the north side of the street as shown on Exhibit "A" attached, the CITY and the DEVELOPER shall share equally in the costs of designing and constructing this segment of street.

In the event the CITY changes the classification and/or design standards for Chappell Hill Street or Blue Bell Road or any other street within the Project, the DEVELOPER shall not be responsible for any additional construction costs resulting from said changes.

This Addendum shall prevail over any provision or term contained in the initial Agreement dated and effective December 18, 2013, and any other agreement between the CITY and DEVELOPER, to the extent said instruments may be inconsistent with the terms of this Addendum.

IN WITNESS WHEREOF, CITY and DEVELOPER have hereby entered into this Agreement on this the ____ day of _____, 2014.

CITY OF BRENHAM

By: _____
Hon. Milton Y. Tate, Jr., Mayor

STATE OF TEXAS §
§
COUNTY OF WASHINGTON §

This Agreement was acknowledged before me on the ____ day of _____, 2014, by Milton Y. Tate, Jr., the Mayor of the City of Brenham, a Texas home-rule City, on behalf of the City.

Notary Public in and for the State of Texas
(NOTARY SEAL)

DEVELOPER

By: _____
Ed. F. Kruse

By: _____
Evelyn Kruse

STATE OF TEXAS §
§
COUNTY OF WASHINGTON §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2014 personally appeared Ed. F. Kruse and Evelyn Kruse, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Notary Public in and for the State of Texas
(NOTARY SEAL)

**MEMORANDUM OF ADDENDUM TO AND
MODIFICATION OF DEVELOPMENT AGREEMENT**

This Memorandum of Addendum to and Modification of Development Agreement (“Memorandum of Addendum”) is made and is effective this ____ day of _____, 2014, by and between City of Brenham, Texas, a Texas home-rule municipality (the "City") and Ed. F. Kruse, his heirs, successors and assigns ("Developer") as an addendum to the Development Agreement (“Agreement”) dated December 18, 2013, by and between the City and Developer.

1. Property. City and Developer have entered into an Addendum to and Modification of Development Agreement (“Addendum to Agreement”) dated _____, 2014, concerning certain real property (“Property”), the development to occur on said Property, and other associated terms, conditions and obligations of the parties as set forth in the Agreement and the Addendum to Agreement. The Property is located in Washington County, Brenham, Texas and is more particularly described on Exhibit “A” attached hereto and incorporated herein for all purposes.

2. Term and Renewal Options. The Agreement has an initial term of fifteen (15) years, subject to extension as provided in the Agreement.

3. Incorporation of Addendum to Agreement. This Memorandum of Addendum is for informational purposes only and nothing contained in this Memorandum of Addendum shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Addendum to Agreement, the terms of which are incorporated in this Memorandum of Addendum by reference. This instrument is merely a memorandum of the Addendum to Agreement and is subject to all of the terms, provisions and conditions of the Addendum to Agreement. In the event of any inconsistency between the terms of the Addendum to Agreement and this instrument, the terms of the Addendum to Agreement shall prevail.

4. Binding Effect. The rights and obligations set forth in this Memorandum of Addendum shall be binding upon and inure to the benefit of the parties to this Memorandum of Addendum and their respective heirs, personal representatives, successors and assigns.

The parties have executed this Memorandum of Addendum the day and year first set forth above.

[Remainder of page intentionally left blank]

CITY OF BRENHAM

By: _____
Hon. Milton Y. Tate, Jr., Mayor

STATE OF TEXAS §
§
COUNTY OF WASHINGTON §

This Agreement was acknowledged before me on the ____ day of _____, 2014, by Milton Y. Tate, Jr., the Mayor of the City of Brenham, a Texas home-rule City, on behalf of the City.

(NOTARY SEAL)

Notary Public in and for the State of Texas

DEVELOPER

By: _____
Ed. F. Kruse

By: _____
Evelyn Kruse

STATE OF TEXAS §
§
COUNTY OF WASHINGTON §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2014 personally appeared Ed. F. Kruse and Evelyn Kruse, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

(NOTARY SEAL)

Notary Public in and for the State of Texas



AGENDA ITEM 10

DATE OF MEETING: August 7, 2014		DATE SUBMITTED: July 31, 2014	
DEPT. OF ORIGIN: Public Utilities		SUBMITTED BY: Lowell Ogle	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
	<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting a Revised City of Brenham Drought Contingency Plan and Water Conservation Plan for 2014			
SUMMARY STATEMENT: This ordinance pertains to the City of Brenham Drought Contingency and Water Conservation Plan. This plan is mandated by the Texas Commission on Environmental Quality (TCEQ) and is required to be revised and adopted every 5 years. The Drought Contingency and Water Conservation Plan includes quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use, in gallons per capita per day. The plan also includes current rate schedules, statistics for domestic water usage and updated contracts from the Brazos River Authority and the Brenham State Supported Living Center. This plan establishes criteria for the initiation and termination of drought response stages, establishing restrictions on certain water uses, establishes penalties for the violation of and provisions for enforcement of these restrictions, establishes procedures for granting variances and provides severability and an effective date. Changes in this plan compared to the 2011 Drought Contingency are as follows: Revised specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The revised targets begin on Page 4 listed as “C” under each Stage and are highlighted in yellow. An entire copy of the revised 2014 Drought Contingency is available in the City Secretary’s office for further review. The body of the ordinance has not changed and is contains the same language as the ordinance that was adopted in 2005.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Have a current Drought Contingency and Water Conservation Plan in place and will be ready to implement when triggers are reached throughout system.			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			

ATTACHMENTS: (1) Ordinance with Exhibit “A” and “B”

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve an Ordinance on its first reading adopting a revised City of Brenham Drought Contingency Plan and Water Conservation Plan for 2014 and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts

ORDINANCE NO. 0-14-_____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, ADOPTING A REVISED DROUGHT CONTINGENCY PLAN AND WATER CONSERVATION PLAN, ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES; ESTABLISHING RESTRICTIONS ON CERTAIN WATER USES; ESTABLISHING PENALTIES FOR THE VIOLATION OF AND PROVISIONS FOR ENFORCEMENT OF THESE RESTRICTIONS; ESTABLISHING PROCEDURES FOR GRANTING VARIANCES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brenham, Texas recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of extended drought; and

WHEREAS, the City recognizes that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes; and

WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality require all public water supply systems in Texas to prepare a drought contingency plan; and

WHEREAS, as authorized under applicable law, and in the best interests of the citizens of Brenham, Texas, the City Council deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies, and to revise and update said rules and policies;

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

SECTION 1. That the City of Brenham, Texas Drought Contingency Plan and Water Conservation Plan, as revised, attached hereto as Exhibit “A” and Exhibit “B” respectively and made part hereof for all purposes be, and the same are hereby adopted as official regulations of the City.

SECTION 2. That all ordinances that are in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. Should any paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part of provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 4. This Ordinance shall take effect immediately from and after its passage and publication, as the law

PASSED AND APPROVED, on its first reading at the meeting of the City Council held on this the 7th day of August, 2014.

PASSED AND APPROVED, on its second reading at the meeting of the City Council held on this the 21st day of August, 2014

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

EXHIBIT “A”

CITY OF BRENHAM DROUGHT CONTINGENCY PLAN

September 1999, Revised July 2001, Revised August 2005, Revised April 2011, Reviewed April, 2014,
Revised July, 2014

I. INTRODUCTION

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Brenham (the City) hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this plan.

II. PUBLIC INVOLVEMENT

Opportunity for the public to provide input into the preparation of the Plan was provided by the City by means of providing public notice in a newspaper of general circulation and public hearing to accept input on the Plan.

The City will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

III. NOTIFICATION

Public notification of the initiation or termination of drought response stages shall be by publication in a newspaper of general circulation, utility bill inserts, public service announcements, signs posted in public places, or other means as determined by the City.

When mandatory restrictions are enacted (Stages 2-6), the City shall notify the TCEQ directly.

IV. COORDINATION WITH REGIONAL WATER PLANNING GROUPS

The service area of the City is located within the Region G Water Planning Group and the City has provided a copy of this Plan to the Region G Water Planning Group.

V. AUTHORIZATION

The Mayor, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Mayor, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

VI. APPLICATION

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City. The terms “person” and “customer” as used in the Plan include individuals, corporations, and partnerships, associates, and all other legal entities.

VII. DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

- A. Aesthetic water use: water use for the ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.
- B. Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.
- C. Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.
- D. Customer: any person, company, or organization using water supplied by the City.
- E. Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.
- F. Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.
- G. Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.
- H. Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

- I. Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:
1. irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
 2. use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
 3. use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced area;
 4. use of water to wash down buildings or structures for purposes other than immediate fire protection;
 5. flushing gutters or permitting water to run or accumulate in any gutter or street;
 6. use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
 7. use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
 8. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
 9. use of water from hydrants for construction purposes or any other purposes other than fire fighting.
- J. Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

VIII. TRIGGERING CRITERIA

The City shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. The triggering criteria described below are based on known system capacity limits.

Stage 1 – Mild

- A. Requirements for initiation (Voluntary) – Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water provided in Section IX of this Plan when the demand on the water supply facilities reaches or exceeds eighty percent (80%) of the capacity of such facilities for a period of three (3) consecutive days.

B. Requirements for termination – Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

C. Goal – The target for Stage 1 of the Plan is to reduce and maintain daily water demand below 80% of system capacity.

Stage 2 – Moderate

A. Requirements for initiation – Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when the demand on the water supply facilities reaches or exceeds eighty-five percent (85%) of the capacity of such facilities for a period of three (3) consecutive days.

B. Requirements for termination – Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

C. Goal - The target for Stage 2 of the Plan is to reduce daily water demand below 85% of system capacity.

Stage 3 – Severe

A. Requirements for initiation – Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when the demand on the water supply facilities reaches or exceeds ninety percent (90%) of the capacity of such facilities for a period of three (3) consecutive days.

B. Requirements for termination – Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

C. Goal – The target for Stage 3 of the Plan is to reduce daily water demand below 90% of system capacity.

Stage 4 – Critical

A. Requirements for initiation – Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when the demand on the water supply facilities reaches or exceeds ninety-five percent (95%) of the capacity of such facilities for a period of three (3) consecutive days.

B. Requirements for termination – Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

C. Goal – The target for Stage 4 of the Plan is to reduce daily water demand below 95% of system capacity.

Stage 5 – Emergency

A. Requirements for initiation – Customers shall be required to comply with the requirements and restrictions provided in Section IX of this Plan when a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
2. Natural or man-made contamination of the water supply source(s).

B. Requirements for termination – Stage 5 of this Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

C. Goal – The target for Stage 5 of the Plan is to discontinue all water systems.

Stage 6 – Water Allocation

Water allocation is not included in the Plan at this time. The City will most likely be constrained by system capacity before shortage of supply.

IX. DROUGHT RESPONSE STAGES

The City, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a water shortage condition exists and shall implement the following stages of the Plan.

Stage 1 Response – Mild

Water Use Restrictions (Voluntary):

B. Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes

only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.

- C. All operations of the City shall adhere to water use restrictions prescribed for Stage 2 of the Plan.
- D. Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response – Moderate

Water Use Restrictions: Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- B. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for customers with a street address ending in an odd number (1, 3, 5, 7, or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- C. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- D. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.
- E. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- F. Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that

use of water from designated fire hydrants for construction purposes may be allowed under special permit from the city.

- G. Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the City, the facility shall not be subject to these regulations.
- H. All restaurants are prohibited from serving water to patrons except upon request of the patron.
- I. The following uses of water are defined as non-essential and are prohibited:
 - 1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - 2. use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - 3. use of water for dust control;
 - 4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - 5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response – Severe

Water Use Restrictions: All requirements of Stage 2 shall remain in effect during Stage 3 except:

- A. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
- B. The watering of golf course greens, tees, and fairways is prohibited unless the golf course utilizes a water source other than that provided by the City.
- C. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

Stage 4 Response – Critical

Water Use Restrictions: All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- A. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.
- B. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m.
- C. The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
- D. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- E. No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

Stage 5 Response – Emergency

Water Use Restrictions: All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

- A. Irrigation of landscaped areas is absolutely prohibited.
- B. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

Stage 6 Response – Water Allocation

Water allocation is not included in the Plan at this time. The City will most likely be constrained by system capacity before shortage of supply.

X. ENFORCEMENT

- J. No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City, in accordance with provisions of this Plan.
- K. Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not more than two thousand dollars (\$2,000). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge and any other costs incurred by the City in discontinuing service. In addition, suitable assurance must be given to the City that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- L. Any person, including a person classified as a water customer of the City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonable known of the violation.
- M. Any police officer or other designated City employee, may issue a citation to a person he/she reasonably believes to be in violation of this Plan. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over fourteen (14) years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant.

XI. VARIANCES

The City may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- A. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- B. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the City within five (5) days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City and shall include the following:

- A. Name and address of the petitioner(s).
- B. Purpose of the water use.
- C. Specific provisions(s) of the Plan from which the petitioner is requesting relief.
- D. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with this Plan.
- E. Description of the relief requested.
- F. Period of time for which the variance is sought.
- G. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- H. Other pertinent information.

Variances granted by the City shall be subject to the following conditions, unless waived or modified by the City:

- A. Variances granted shall include a timetable for compliance.
- B. Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

XII. SEVERABILITY

It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the City without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

EXHIBIT “B”

CITY OF BRENHAM WATER CONSERVATION PLAN

September 1999, Revised July 2001, Revised August 2005, Revised April 2011

I. INTRODUCTION

The City of Brenham (The City) obtains its water supply by surface water from Lake Somerville. The City has carried out water conservation efforts through public information and education, plumbing retrofit and conservation rates. The objective of this Water Conservation Plan (The Plan) is to improve the efficiency in the use of water through practices and techniques that will reduce the consumption of water, reduce the loss of water, and increase the reuse of water so that a water supply is made available for future uses.

II. SERVICE AREA DESCRIPTION

The service area of the City water system is the area within the City Limits of Brenham, Texas, and some small areas just outside the City Limits. Water is also delivered through the system to the Brenham State School, where it is distributed through the State School's private water distribution system. The City provides both water and wastewater services to customers within its service area. If the City contracts to sell water to other utilities, such contracts will require that the respective customer agree to comply with this Plan or have a Texas Water Development Board or Texas Commission on Environmental Quality approved Water Conservation Plan

III. WATER CONSERVATION BENEFITS

Many communities throughout the United States have used conservation measures to successfully cope with various water and wastewater problems. Reductions in water use of as much as twenty-five percent (25%) or more have been achieved, while the normal range is from five to fifteen percent (5-15%). As a result of reduced water use, wastewater flows have also been reduced by five to ten (5-10%) percent. There are many benefits to water conservation, including:

- A. Reduced capital and operating costs for water and wastewater systems;
- B. Delaying the time when new water or wastewater systems must be built;
- C. Reduced demand on limited supplies, thus making these supplies available for future use;
- D. Reduced peak demand on water treatment and distribution systems;

- E. Drought-proofing water systems so that rationing, such as restrictions on lawn watering, can be avoided or the need for such measures reduced;
- F. Reduced wastewater flows to overloaded wastewater treatment facilities and reduced potential for water pollution;
- G. Enhanced potential to continue certain economic activities, such as agricultural irrigation, in the face of declining or limited water supplies; and
- H. Significant dollar savings to the state's citizens through both reduced water use and associated reductions in energy use.

IV. WATER CONSERVATION GOALS

The City of Brenham will continue existing water conservation policies and increase its emphasis on water conservation measures in order to reduce per capita water use by 16 percent (16%) by the year 2020 (See Exhibit A attached). These efforts are necessary in order to ensure existing supplies will be sufficient to meet the needs of the City as its population increases. The specific water conservation goals are as follows:

- A. Continue the distribution of water conservation information to the citizens;
- B. Provide information to the public on the effects of xeriscape landscaping and the use of native plants and grasses to reduce lawn water demands;
- C. Continue the testing, repair, and replacement of water meters as well as implement leak detection efforts in order to reduce unaccounted for water to below 15 percent (15%);
- D. Continue the use of increasing block water and wastewater rates to discourage high usage; and
- E. Continue the City's active involvement with the Brazos River Authority in the development of Demand Management Plans.

V. MEASUREMENT AND ACCOUNTING FOR WATER DELIVERIES

The City meters the quantity of water that is delivered to each residential and commercial customer, and to all public uses except for a few of the City park facilities. An effort is currently being made to meter these remaining un-metered City facility sites. Meters are read and the quantities are recorded once per month, with billings made monthly for residential and commercial customers.

VI. WATER CONSERVATION PLAN

The Water Conservation Plan elements are described below.

A. Public Information and Education

The City will:

1. Designate a City staff member to assist other City staff in carrying out the City's water conservation programs;
2. Make water conservation presentations at institutions, organizations, and groups;
3. Conduct or sponsor exhibits on water conservation and water saving devices to promote water conservation and efficiency;
4. Provide and distribute water conservation brochures to citizens. Materials are available from the Texas Agriculture Extension Service and the Texas Water Development Board.
5. Work in cooperation with builders, developers and governmental agencies to provide exhibits of xeriscape landscaping;
6. Work in cooperation with schools to establish an education program and provide conservation videos, brochures, and teaching aids;
7. Issue press releases on water conservation tips;
8. Issue public service announcements for use by local news media;
9. Make the City's conservation rules available to the public;
10. Provide water conservation information to new water and wastewater customers at the time service is established;
11. Continue City Staff distribution of water conservation information through the Chamber of Commerce.
12. Continue City staff attendance and participation in water conservation program training offered by state agencies and professional organizations; and
13. Ask the public to voluntarily cut back on lawn watering to no more than once every five (5) days with no more than one inch (1") of water at a time. To avoid evaporation, water before 10 a.m. or after 8 p.m. If it rains more than one inch (1"), wait for (5) days to water.

B. Water Conservation Plumbing Fixtures

The City has adopted the 2003 International Plumbing Code which encourages the use of water conserving plumbing fixtures for residential and commercial construction. In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in Texas after January 1, 1992 meet the following standards:

1. Shower heads: No more than 2.75 gallons per minute at 80 pounds per square inch of pressure.
2. Lavatory/Sink Faucets and Aerators: no more than 2.2 gallons per minute at 60 pounds per square inch of pressure.
3. Wall Mounted, Flushometer Toilets: No more than 2.0 gallons per flush.
4. All Other Toilets: No more than 1.6 gallons per flush.
5. All Urinals: No more than 1.0 gallons per flush.
6. Drinking Water Fountains: Must be self-closing.

The above standards are enforced through requirements placed directly on the manufacturers, importers, and suppliers of new fixtures in Texas. In addition, the City encourages the following water conservation measures:

1. Copper water distribution lines are to be a minimum of Schedule L and must be sleeved with an eighty (80) psi continuous flexible poly pipe.
2. All water piping on exterior lines to be protected from freezing.

New plumbing fixtures that replace or renovate existing plumbing fixtures should follow the residential and commercial construction requirements.

C. Water Conservation Retrofit Program

Retrofit of existing plumbing fixtures is being accomplished through the voluntary efforts of individual consumers and business operators. There is currently no rebate program for the replacement of existing commodes with low flush models.

D. Water Conservation Oriented Rates

The Brenham City Council has adopted a rate structure which is cost-based and does not encourage the excessive use of water (See Attachment A, Rate Schedule).

E. Metering and Meter Repair and Replacement

The City meters the amount of water diverted from the source of supply (Lake Somerville) with metering devices which have an accuracy of plus or minus 5.0%. These metering devices are tested annually to insure accuracy.

The City meters all water sales and most public uses, and operates a meter replacement program with the objective of replacing all meters that have been in service longer than fifteen (15) years. Major commercial meters are tested annually and replaced as necessary.

F. Water Conserving Landscape

The City encourages and supports the use of xeriscape landscaping techniques and will be available to offer information and make presentations at public meetings on water conserving landscaping and lawn watering methods.

G. Leak Detection and Water Audits

When leaks are found, repairs are made as soon as possible. The City plans to implement a scheduled leak detection plan in which the entire distribution system is surveyed every four (4) years.

An annual audit of the water system is performed to determine illegal connections sources or other areas of unaccounted-for uses of water.

H. Wastewater Reuse and Recycling

The City does currently reuse treated wastewater for certain spray wash functions at the wastewater treatment plant and uses mechanical chemical induction devices instead of water for its chlorine feed.

I. Water Record Management System

The City maintains a record management system that records water pumped, water deliveries, water sales and water losses, which allows for the desegregation of water sales and uses into the following to (2) user classes.

1. Residential
2. Commercial

The City will begin the process of transforming the system to allow for the desegregation of water sales and uses into the following four (4) user classes:

1. Residential
2. Commercial
3. Public and institutional
4. Industrial

VII. IMPLEMENTATION AND ENFORCEMENT

The Mayor or his /her designee is hereby authorized and directed to implement and enforce the applicable provisions of this Plan.



AGENDA ITEM 11

DATE OF MEETING: August 7, 2014		DATE SUBMITTED: July 17, 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 checked="" type="checkbox"/> 1 ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
	<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 23, Subdivisions, Section 23-36, Filing Fees, of the Code of Ordinances of the City of Brenham, Texas			
SUMMARY STATEMENT: Currently, Section 23-26 requires filing fees for subdivisions to be adopted by ordinance. This proposed ordinance changes this section to require filing fees for subdivision to be adopted by resolution, which is consistent with most ordinances of the City of Brenham and the preferred method for adopting fees.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference): 1. Approve the proposed ordinance, 2. Modify the proposed ordinance, 3. Deny the proposed ordinance			
ATTACHMENTS: (1) Red-lined of Section 23-36 with the Proposed Changes; and (2) Ordinance for Adoption			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Chapter 23, Subdivisions, Section 23-36, Filing Fees, of the Code of Ordinances of the City of Brenham, Texas			
APPROVALS: Terry K. Roberts			

PROPOSED CHANGES:

Sec. 23-36. Filing fees.

Required fees and charges shall be paid into the general fund of the city when any map or plat is tendered to the city secretary, and each of the fees and charges shall be paid in advance, and no action of the city planning commission or any other board or agency shall be valid until the fee shall have been paid. The city secretary, deputies or assistants shall calculate the fees and charges for the filing of preliminary plats, final plat, replats, minor plats, plat vacations, plat corrections and variances in accordance with the schedule for fees and charges that shall be established by ~~separate ordinance~~ **resolution** of the city council from time-to-time. Fees shall be charged on all plats regardless of the action taken by the city planning commission. The subdivider shall cause a check to be made payable to the county clerk to cover all recording fees involved in finishing the platting process and have this delivered to the secretary of the planning commission.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 23, SUBDIVISIONS, SECTION 23-26, FILING FEES, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, FOR THE PURPOSE OF PROVIDING FOR THE ADOPTION OF FEES; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations that are for good government, peace and order of the City; and

WHEREAS, in order to enhance, promote and protect the health, safety and general welfare of the citizens of Brenham, Texas the City Council must from time to time amend and/or adopt new regulations; and

WHEREAS, the City Council desires to amend or modify the adoption of fees within Chapter 23, Subdivisions, of the Code of Ordinances; and

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

SECTION 1.

Section 23-26, Filing Fees, within Chapter 23, Subdivisions, of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to read as follows:

Sec. 23-36. Filing fees.

Required fees and charges shall be paid into the general fund of the city when any map or plat is tendered to the city secretary, and each of the fees and charges shall be paid in advance, and no action of the city planning commission or any other board or agency shall be valid until the fee shall have been paid. The city secretary, deputies or assistants shall calculate the fees and charges for the filing of preliminary plats, final plat, replats, minor plats, plat vacations, plat corrections and variances in accordance with the schedule for fees and charges that shall be established by resolution of the city council from time-to-time. Fees shall be charged on all plats regardless of the action taken by the city planning commission. The subdivider shall cause a check to be made payable to the county clerk to cover all recording fees involved in finishing the platting process and have this delivered to the secretary of the planning commission.

SECTION 2.
SAVINGS CLAUSE

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 3.
SEVERABILITY

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 4.
REPEALER

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 5.
EFFECTIVE DATE

This Ordinance shall become effective upon adoption and publication as required by law.

SECTION 6.
PROPER NOTICE AND MEETINGS

It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public as required and that public notice of the time, place and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on its first reading this the 7th day of August, 2014.

PASSED and APPROVED on its second reading this the 21st day of August, 2014.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 12

DATE OF MEETING: August 7, 2014	DATE SUBMITTED: August 4, 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 a Professional Services Contract Between the City of Brenham and Bureau Veritas Group for Inspection and Permitting Services for the Development Services Department and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: The City has contracted with Texas First and Bureau Veritas to perform Building and Inspection duties as a result of a month-long absence of the Building Official. This contract replaces a back-up inspection contract to allow a long term relationship with Bureau Veritas. Bureau Veritas services will be utilized on a request only basis as defined in the contract, which will allow the City to only utilize services as needed. In addition to contract with Bureau Veritas, the City has a short term contract with Texas First, an executive search firm catering to municipalities. John Brown, Interim Building Official started on Monday to perform various Building Official duties on a contract basis between August 4, 2014 and September 1, 2014.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): 1. Approve contract, 2. Deny contract		
ATTACHMENTS: (1) Draft Version of the Contract		
FUNDING SOURCE (Where Applicable): City Manager's contingency fund		
RECOMMENDED ACTION: Approve a Professional Services Contract between the City of Brenham and Bureau Veritas Group for inspection and permitting services for the Development Services Department, once approved by the City Attorney, and authorize the Mayor to execute any necessary documentation		
APPROVALS: Terry K. Roberts		



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2014, by and between Bureau Veritas North America, Inc., (herein called “BVNA”), and the City of Brenham, Texas (herein called “Client”).

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments “A” and “B” respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.

2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually by mutual agreement of the parties.

3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.

4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:

- (a) Fees and all other charges will be billed to Client monthly.
- (b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for interest on any overdue payment in accordance with Chapter 2251, Texas Government Code.
- (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA.

Deleted: a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law

Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees, in the event BVNA files a civil action in a court of competent jurisdiction to collect from Client amounts due under this Agreement, and only if BVNA is the prevailing party in said civil action.

5. **Responsibilities of Client.** Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Client upon Client's payment to BVNA for the services provided for in this Agreement. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 18 below, any such license granted by BVNA to the Client shall automatically terminate.

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Deleted: BVNA

Comment [C1]: Article 26 does not address termination of this Agreement, but Article 18 does.

Deleted: 26

7. **Use of Data or Services.** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies the services, analyses, reports or certifications without BVNA's written permission, then to the extent allowed by applicable law Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

Deleted: shall be and remain the property of BVNA and

Deleted: or a third party relies on

Deleted: such reliance or

8. **Relationship of Parties.** BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. **Standard of Care.** BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME

AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

10. **Indemnity.** BVNA shall indemnify and hold harmless Client ~~and its employees, directors, officers, and agents~~ from and against ~~all claims,~~ losses, liabilities, and reasonable costs and expenses ~~(including reasonable attorney's fees),~~ to the extent directly and proximately arising from BVNA's negligent performance of services, ~~material breach~~ under this Agreement, ~~negligence or willful misconduct of BVNA, its employees, or agents.~~ ~~Neither BVNA nor the Client~~ shall be obligated to defend the ~~other party~~ until there is an actual finding of negligence or if the parties agree otherwise. ~~To the extent allowed by applicable law,~~ Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) ~~to the extent directly and proximately arising from~~ the negligence or willful misconduct of Client, its employees, or agents.

11.

12. **Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

12. **Insurance.** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy. ~~The Client, on its own behalf agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.~~

13. **Attorney's Fees.** ~~The prevailing party in any dispute, lawsuit or claim under this Agreement will be entitled to recover from the non-prevailing party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.~~

14. **Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinances and regulations in effect as of the date services provided.

15. **Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects,

Deleted: Subject to the Limitation of Liability included in this Agreement,

Deleted: for property damage and bodily injury,

Deleted: or

Deleted: not

Deleted: Client

Deleted: that are: i) related to, or caused by

Deleted: ; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement

Deleted: Limitation of Liability. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to \$50,000 or, if greater, the compensation received by BVNA under this Agreement.

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Deleted: , if requested to do so by Client

Deleted: and on the behalf of any others that are named as additionally insured at Client's request,

Deleted: Client shall name BVNA as additional insured on its Builder's Risk policy.

Deleted: Cause of Action

Deleted: If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

16. **Choice of Forum.** ~~The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Exclusive venue will be in a court of appropriate jurisdiction in Washington County, Texas.~~

Deleted: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

17. **Releases.** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

18. a. **Termination for Convenience.** Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; and all other fees and expenses BVNA incurs because of the termination.

Deleted: ; and a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate BVNA for completing the Services

b. **Termination for Cause.** BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. **Termination by Client.** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments performed by another Service Provider and that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements for all work and assignments performed by another Service Provider will be the default and active selection.

d. **Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

19. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or

person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

20. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

21. **Remedies.** The obligations and remedies provided herein are cumulative and in addition to any other rights or remedies available at law or in equity.

Deleted: exclusive

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22. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

23. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within three (3) business days from the date of mailing if mailed as provided in this section.

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Deleted: time

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 800
Plano, Texas 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

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Deleted: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

24. **Confidential Information.** The Client is subject to the Texas Public Information Act ("Act"). Generally, the Act requires the release of requested information by the Client, but there are exceptions. If the requested information meets the criteria outlined in the exceptions, the Client may decline to release the information for the purpose of requesting a decision from the Texas Attorney General's Office. The Act exempts from public disclosure trade secrets and certain commercial or financial information. The Act states the Client may withhold: a) A trade secret obtained from a person and privileged or confidential by statute or judicial decision; or b) Commercial or financial information for which it is determined based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained. Pursuant to Section 552.305 of the Act, the Client is obligated to make a good faith attempt to contact third parties who have a trade secret interest or a commercial financial interest in the information that has been requested so that the third party has an opportunity to submit reasons to the Texas Attorney General's Office reasons why the information should be withheld or released. The Client will comply with Section 552.305 of the Act with regard to any requests for records concerning BVNA that invoke Section 552.305.

25. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the

Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

26. Non-Solicitation / Hiring of Employees.

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages. This Article 26(a) shall not apply in the event any current or former employee of BVNA responds to any notice of job vacancy or advertisement of available position published by the Client in the usual and customary publications and media resources utilized by Texas cities in the recruitment of municipal employees.

(b)

BVNA's employees shall not be retained by the Client as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena. This Article 26(b) shall not apply in the event an employee of BVNA is subpoenaed to provide testimony in Brenham Municipal Court related to an inspection or other Service performed by said BVNA employee pursuant to this Agreement.

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27. Prevailing Wage. This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this Agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement.

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Deleted: Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. Interpretation of Agreement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

29. Third Party Beneficiary; Reservation of Rights. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Each party reserves all rights, privileges, and immunities under applicable laws. Client is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement,

Deleted: Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

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Client does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act or other applicable law.

30. **Assignment.** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT

By: _____

Print Name: _____

Title: _____

Date: _____

BVNA

By: _____

Print Name: _____

Title: _____

Date: _____

DTQRR: _____

Date: _____

Attachment A - Scope of Services
Attachment B - Fee Schedule

ATTACHMENT A
SCOPE OF SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

CLIENT INITIALS: _____

BVNA INITIALS: _____

ATTACHMENT B
FEE SCHEDULE

Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Single Family Residential construction plan review and inspection
Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

CLIENT INITIALS: _____

BVNA INITIALS: _____

ATTACHMENT B (Cont.)
FEE SCHEDULE

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,100,000.

Calculated construction valuation - 10,000 square feet X \$121.32 per square foot = \$1,213,200.

The calculated construction valuation is greater than the declared construction valuation so \$1,213,200 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

CLIENT INITIALS: _____

BVNA INITIALS: _____



AGENDA ITEM 13

DATE OF MEETING: August 7, 2014	DATE SUBMITTED: August 4, 2014	
DEPT. OF ORIGIN: Municipal Court	SUBMITTED BY: Rhonda Kuehn	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 12, Health and Sanitation, Article II, Cleanliness of Premises, of the Code of Ordinances of the City of Brenham, Texas		
SUMMARY STATEMENT: Municipal Court is requesting some minor changes to Article II in Chapter 12, Cleanliness of Premises, of the Code of Ordinances. These changes will reflect current practices being conducted by City staff when dealing with unclean premises and the abatement of nuisances on those premises. The current ordinance states that upon receiving notice to abate a nuisance, the property owner has the right to request an administrative hearing before the city manager or his designee by filing a written request for a hearing with the city secretary. The requested changes would remove “city manager or his designee” and replace with “municipal court judge” as well as remove “city secretary” and replace with “municipal court clerk”. Upon further review of Chapter 12, the City Secretary’s office wanted to make some changes to Section 12-11 to more properly reflect lien procedures currently being followed and to bring the section into compliance with State law. All of the requested changes to this Chapter have been reviewed and approved by the City Attorney.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Redlined of Article II showing the recommended changes; and (2) Ordinance for 1 ST reading.		

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Chapter 12, Health and Sanitation, Article II, Cleanliness of Premises, of the Code of Ordinances of the City of Brenham, Texas

APPROVALS: Terry K. Roberts

Chapter 12

ARTICLE II. CLEANLINESS OF PREMISES

Sec. 12-9. Notice to property owners.

(a) When any violation of this article is found to exist in the judgment of the health officer, the health officer shall serve the owner or occupant or any other person responsible for creating the violation with a written notice alleging the specific violations occurring, the nature of the remedial action required to correct the violation, and informing the owner or occupant or any other person responsible for creating the violation of the person's right to appeal the matter by requesting an administrative hearing. For purposes of this article the "owner" includes an owner, occupant, and/or any person having supervision or control over the property.

(b) The notice must be given:

(1) Personally to the owner in writing; or

(2) By letter addressed to the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located, by certified mail, return receipt requested. If the city mails a notice to a property owner in accordance with this subsection, and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered as delivered; or

(3) If written notice cannot be given personally to the owner or the owner's address is unknown:

a. By publication in a local newspaper at least once; or

b. By posting the notice on or near the front door of each building on the property to which the violation relates; or

c. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.

(c) The notice shall inform the owner:

(1) Of each violation occurring on the property;

(2) That failure of the owner to abate, or cause abatement of, the violation within ten (10) calendar days of receipt or posting of said notice as provided herein:

- a. Shall subject the owner to further penalties as set forth in this article and section 1-5 of the City of Brenham Code of Ordinances; and
- b. May result in the city abating the nuisance, assessing the costs against the owner and filing a lien on the property; and

(3) That if the owner commits another violation of the same kind or nature as described herein on or before the first anniversary of the date of the notice, and the city has not been previously informed, in writing, by the owner of an ownership change, the city, without further notice, may correct the violation at the owner's expense and assess the expense against the property; and

(4) An explanation of the property owner's right to request an administrative hearing before the municipal court judge about the city's abatement of the nuisance.

Deleted: city manager or his designee

(d) The city shall conduct an administrative hearing on the abatement of nuisance under this section if, not later than the tenth calendar day after the date of the notice of the nuisance, the property owner files with the municipal court clerk a written request for a hearing.

Deleted: city secretary

(e) An administrative hearing conducted under this section shall be conducted not later than the twentieth day after the date a request for hearing is filed. The owner may testify or present any witnesses or written information relating to the city's abatement of the nuisance.
(Ord. No. O-09-12, § 1, 6-18-09)

Sec. 12-11. Assessment of expenses; lien.

(a) To obtain a lien against the property, the mayor, health officer or other city official designated by the mayor shall file a statement of expenses including administrative expenses with the county clerk. The lien statement must state the name of the owner, if known, the physical address of the property, and the legal description of the property. The city secretary shall prepare the lien statement and any other document(s) required for perfecting the lien. The lien attaches upon the filing of the lien statement with the county clerk.

Deleted: mayor

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Deleted: city secretary

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Deleted: , unless the property is a homestead as protected by the Texas Constitution, and file said lien with the county clerk

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Deleted: of the lien statement

Deleted: ¶

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(b) The lien obtained by the city is security for the expenditures made and interest accruing at the rate of ten (10) percent per year on the amount due from the date of payment by the city.

- (c) The lien is inferior only to:
- (1) Tax liens; and
 - (2) Liens for street improvements.

(d) The city council may authorize the city attorney to bring a suit for foreclosure in the name of the city to recover the expenditures and interest due.

(e) The statement of expenses or a certified copy of the statement is prima facie proof

of the expenses incurred by the city in doing the work or making the improvements.

(f) The remedy provided by this section is in addition to any other remedies provided for herein or in the City of Brenham Code of Ordinances.

(g) The city council may authorize the city attorney to foreclose a lien on property under this article in a proceeding relating to the property brought under Subchapter E, Chapter 33, Tax Code, or other applicable law.
(Ord. No. O-09-12, § 1, 6-18-09)

Sec. 12-12. Additional authority of city to abate dangerous weeds.

(a) The city may abate, without prior notice, weeds that:

- (1) Have grown higher than forty-eight (48) inches; and
- (2) Are in immediate danger to the health, life, or safety of any person.

(b) Not later than the tenth calendar day after the date the city abates weeds under this section, the city shall give notice to the property owner in the manner required section 12-9 herein.

(c) The notice shall contain:

- (1) An identification, which is not required to be a legal description, of the property;
- (2) A description of the violation that occurred on the property;
- (3) A statement that the city abated the weeds; and
- (4) An explanation of the property owner's right to request an administrative hearing before the municipal court judge regarding the city's abatement of the weeds.

Deleted: city manager

(d) The city shall conduct an administrative hearing on the abatement of weeds under this section if, not later than the thirtieth calendar day after the date of the abatement of the weeds, the property owner files with the municipal court clerk a written request for a hearing.

Deleted: city secretary

(e) An administrative hearing conducted under this section shall be conducted not later than the twentieth day after the date a request for hearing is filed. The owner may testify or present any witnesses or written information relating to the city's abatement of the weeds.

(f) The city may assess expenses and create liens under this section in the same manner as it assesses expenses and creates liens under section 12-11. A lien created under this section is subject to the same conditions as a lien created under section 12-11.
(Ord. No. O-09-12, § 1, 6-18-09)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 12, HEALTH AND SANITATION, ARTICLE II, CLEANLINESS OF PREMISES, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, CONCERNING THE ADMINISTRATIVE HEARING PROCESS AND ASSESSMENT OF EXPENSES AND LIENS; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations that are for good government, peace and order of the City; and

WHEREAS, in order to enhance, promote and protect the health, safety and general welfare of the citizens of Brenham, Texas the City Council must from time to time amend and/or adopt new regulations; and

WHEREAS, the City Council desires to amend or modify certain provisions related to the administrative hearing process and assessment of expenses and liens outlined in Chapter 12, Article II, Cleanliness of Premises, of the Code of Ordinances; and

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

SECTION 1.

Chapter 12, Section 12-9, Notice to property owners, Subsections 12-9(c)(4) and (d), of the Code of Ordinances of the City of Brenham, Texas, are hereby amended to read as follows:

Sec. 12-9. Notice to property owners.

...

(c) The notice shall inform the owner:

...

(4) An explanation of the property owner's right to request an administrative hearing before the municipal court judge about the city's abatement of the nuisance.

(d) The city shall conduct an administrative hearing on the abatement of nuisance under this section if, not later than the tenth calendar day after the date of the notice of the nuisance, the property owner files with the municipal court clerk a written request for a hearing.

SECTION 2.

Chapter 12, Section 12-11, Assessment of expenses; lien, Subsection 12-11(a), of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to read as follows:

Sec. 12-11. Assessment of expenses; lien.

(a) To obtain a lien against the property, the mayor, health officer or other city official designated by the mayor shall file a statement of expenses, including administrative expenses with the county clerk. The lien statement must state the name of the owner, if known, the physical address of the property, and the legal description of the property. The city secretary shall prepare the lien statement and any other document(s) required for perfecting the lien. The lien attaches upon the filing of the lien statement with the county clerk.

SECTION 3.

Chapter 12, Section 12-12, Additional authority of city to abate dangerous weeds, Subsections 12-12(c)(4) and (d), of the Code of Ordinances of the City of Brenham, Texas, are hereby amended to read as follows:

Sec. 12-12. Additional authority of city to abate dangerous weeds.

...

(c) The notice shall contain:

...

(4) An explanation of the property owner's right to request an administrative hearing before the municipal court judge regarding the city's abatement of the weeds.

(d) The city shall conduct an administrative hearing on the abatement of weeds under this section if, not later than the thirtieth calendar day after the date of the notice of the abatement of the weeds, the property owner files with the municipal court clerk a written request for a hearing.

SECTION 4.
SAVINGS CLAUSE

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 5.
SEVERABILITY

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 6.
REPEALER

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 7.
EFFECTIVE DATE

This Ordinance shall become effective upon adoption and publication as required by law.

SECTION 8.
PROPER NOTICE AND MEETINGS

It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public as required and that public notice of the time, place and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on its first reading this the 7th day of August, 2014.

PASSED and APPROVED on its second reading this the 21st day of August, 2014.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 14

DATE OF MEETING: August 7, 2014	DATE SUBMITTED: August 1, 2014	
DEPT. OF ORIGIN: Library Services	SUBMITTED BY: Wende Ragonis	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Acceptance of the Edge Reimbursement Implementation Grant from the Texas State Library and Archives Commission in the Amount of \$5,000 for New Computer Equipment for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: The Edge Initiative was developed by a national coalition of leading library and local government organizations and is funded by the Bill and Melinda Gates Foundation. It was created with the vision that all people should have opportunities to enrich and improve their lives through open access to information, communication, and technology services provided by public libraries.		
<p>The Nancy Carol Roberts Memorial Library was invited to participate in the Edge Program Technology Assessment. Once compiled, the assessment report is designed to help public libraries set a path for continuous improvement. The Edge Initiative, working through the Texas State Library and Archives Commission, offers grants to public libraries for new technologies which can make a difference in the community.</p> <p>The Nancy Carol Roberts Memorial Library was awarded a \$5,000 Edge reimbursement grant to purchase new technologies. Library and IT staff collaborated to research technologies which would be of greatest benefit to NCRML patrons while being compliant with the City’s IT standards. Staff determined that the following devices would best align with current technology service offerings and allow for expansion of services provided:</p> <ol style="list-style-type: none"> 1) One laptop at an estimated cost of \$1,800. The laptop would have integrated camera and audio capabilities for video conferencing. Staff will use this laptop for collecting electronic inventory data and as a presentation tool. The Library does not currently have a laptop in its inventory. 2) Five e-readers at an estimated cost of \$150 for a total cost of \$750. These devices are similar to the “Play-a-Ways” that are currently in circulation. The e-readers will have Ebooks downloaded onto the device by genre. According to a survey published by the Library Journal Ebooks are now offered in 9 out of 10 public libraries and Ebook demand will continue to increase, especially with younger patrons. 		

3) *Seven Chromebooks at an estimated cost of \$325 for a total cost of \$2,275.* The initial Chromebook deployment is for patron use in the library facility with a City of Brenham WiFi connection. Local area students will benefit from the use of Chromebooks as these are the standard technology tool in area classrooms. Students can access email and other school related assignments with these devices. As staff and patron's learn this new technology offering, changes may be implemented in the circulation of Chromebooks.

The total amount staff anticipates spending is \$4,825. The per device cost includes protective cases or covers for the devices.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Provides enhanced technology offerings within the community at no net cost to the City.

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: None

FUNDING SOURCE (Where Applicable): 146

RECOMMENDED ACTION: Approve the acceptance of the Edge Reimbursement Implementation Grant from the Texas State Library and Archives Commission in the amount of \$5,000 for new computer equipment for the Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts



AGENDA ITEM 15

DATE OF MEETING: August 7, 2014	DATE SUBMITTED: August 4, 2014	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Approval of the FY2014-15 Preliminary Budget for the Washington County Appraisal District.		
SUMMARY STATEMENT: The City has received a copy of the Washington County Appraisal District (WCAD) FY2014-2015 Proposed Budget. The WCAD proposed budget shows an increase of \$55,460 over the prior year's budget mainly due to the addition of a Compliance Officer position and 2% salary increases for staff. The impact for the City of Brenham is an increase of \$9,274 for FY14-15 which was included in the General Fund proposed budget already reviewed with Council. I have attached the transmittal letter from Mr. Willy Dilworth and he will be attending the Council meeting to present the information and to answer any questions that may arise.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Transmittal letter from Willy Dilworth, Chief Appraiser; and (2) Proposed WCAD Budget		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve the FY2014-15 preliminary budget for the Washington County Appraisal District.		
APPROVALS: Carolyn D. Miller		

WASHINGTON COUNTY APPRAISAL DISTRICT

1301 NIEBUHR
P. O. BOX 681
BRENHAM, TX 77834-0681
(979) 277-3740

July 28, 2014

City of Brenham
Mr. Terry Roberts
PO Box 1059
Brenham, TX 77834-1059

Dear Mr. Roberts,

The Washington County Appraisal District Board of Directors adopted our budget for the 2014-2015 Budget year on July 22, 2014. The total amount of the budget is \$747,091. A copy is attached. Please note that this is an increase of \$55,460 from last year's budget. The details of the increase are on an attached letter that is also included.

We are asking you to approve this budget for the coming fiscal year.

Thank you for your consideration in this matter.

Sincerely;



Willy Dilworth
Chief Appraiser

WASHINGTON COUNTY APPRAISAL DISTRICT

1301 NIEBUHR
P. O. BOX 681
BRENHAM, TX 77834-0681
(979) 277-3740

May 20, 2014

Proposed 2014-2015 Budget

Summary of Changes for New Budget Year

1. 2% Salary increase for staff at a cost of \$11,083
2. New Compliance Officer position for office with net cost of \$35,000
3. Annual fiscal audit change of \$150
4. Increased cost of mineral and industrial valuations by T.Y. Pickett & Co. of \$800
5. Increased cost of Tyler Technology proprietary tax software at 4% or \$1,792
6. BIS hosting of website mapping \$2,400 (please look at our improved website mapping)
7. BIS hosting of website \$1,200
8. ARCGIS mapping annual maintenance \$817
9. Annual plotter maintenance \$1,500
10. Janitorial services 3% or \$168
11. Net budget increase of 8.421% or \$55,460

Washington County Appraisal District
2014-2015 Budget
Adopted
July 22, 2014

41 General Administration

6100 Payroll Costs		2011-2012	2012-2013	2013-2014	2014-2015
Professional Personnel	6119.00-952-0-99	\$ 54,194.00	\$ 55,794.00	\$ 57,691	\$ 58,845
Para Professional Personnel	6129.00-952-0-99	\$ 335,025	\$ 339,805	\$ 367,563	\$ 374,914
In District Travel	6139.00-952-0-99	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
FIMM Medicare	6141.00-952-0-99	\$ 4,260	\$ 37,228	\$ 4,151	\$ 4,471
Health Insurance	6142.00-952-0-99	\$ 33,200		\$ 26,335	\$ 28,361
Workers Comp.	6143.00-952-0-99	\$ 1,100		\$ 509	\$ 549
Unemployment Comp.	6145.00-952-0-99	\$ 300		\$ 300	\$ 323
Teacher Retirement	6146.00-952-0-99	\$ 2,200		\$ 2,202	\$ 2,371
New Staff Member			\$ 35,000	\$ -	\$ 35,000
Payroll Costs		\$ 435,794	\$ 469,027	\$ 459,951	\$ 506,034

6200 Professional & Contracted Services		2011-2012	2012-2013	2013-2014	2014-2015
Legal Services	6211.00-952-0-99	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Arbitration	6212.00-952-0-99	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Audit Services	6212.00-952-0-99	\$ 5,500	\$ 5,500	\$ 5,700	\$ 5,850
Tax Evaluation- T.Y. Pickett	6213.00-952-0-99	\$ 48,700	\$ 48,700	\$ 48,700	\$ 49,500
Data Processing Services	6218.00-952-0-99	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Appraisal Review Board	6219.00-952-0-99	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Contracted Services- Software	6249.00-952-0-99	\$ 42,100	\$ 43,121	\$ 44,797	\$ 46,589
Equipment Repair	6249.01-952-0-99	\$ 3,000	\$ 1,500	\$ 1,500	\$ 1,500
Contracted Maintenance- MAP	6249.P2-952-0-99	\$ 2,500	\$ 5,383	\$ 5,383	\$ 11,300
Contracted Maintenance- Copier	6249.P5-952-0-99	\$ 1,850	\$ 1,850	\$ 1,850	\$ 2,400
Building Rental	6269.01-952-0-99	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Professional & Contracted Services		\$ 140,850	\$ 143,254	\$ 145,130	\$ 154,339

6300 Supplies & Materials		2011-2012	2012-2013	2013-2014	2014-2015
Vehicle Supplies	6311.00-952-0-99	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Books & Magazines	6329.00-952-0-99	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Computer Supplies	6397.00-952-0-99	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
General Supplies	6399.00-952-0-99	\$ 13,000	\$ 13,000	\$ 17,500	\$ 17,500
Supplies & Materials		\$ 27,000	\$ 27,000	\$ 31,500	\$ 31,500

6400 Other Operating Costs		2011-2012	2012-2013	2013-2014	2014-2015
Travel	6411.00-952-0-99	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Insurance & Bonding Expenses	6429.00-952-0-99	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
Fees & Dues	6499.00-952-0-99	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500
Misc. Expenses	6499.01-952-0-99	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Other Operating Costs		\$ 20,500	\$ 20,500	\$ 20,500	\$ 20,500

6500 Debt Service		2011-2012	2012-2013	2013-2014	2014-2015
Computer Note Payment	6512.00-952-0-99	\$ -	\$ -	\$ -	\$ -
Interest on Loan	6522.00-952-0-99	\$ -	\$ -	\$ -	\$ -
Debt Service		\$ -	\$ -	\$ -	\$ -

6600 Capital Outlay- Land, Buildings & Equip.		2011-2012	2012-2013	2013-2014	2014-2015
Vehicles	6631.00-952-0-99	\$ -	\$ -	\$ -	\$ -
Fixed Assets- >\$5000	6638.00-952-0-99	\$ -	\$ -	\$ -	\$ -
Fixed Assets	6639.00-952-0-99	\$ -	\$ -	\$ -	\$ -
Fixed Assets- Unit<\$5000	6649.00-952-0-99	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000
Capital Outlay-Special Projects	6649.SP-952-0-99	\$ -	\$ -	\$ -	\$ -
Capital Outlay- Land, Buildings & Equip.		\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000

51 Plant Maintenance and Operations

6200 Professional & Contracted Services(51)		2011-2012	2012-2013	2013-2014	2014-2015
Servicemaster	6248.00-952-0-99	\$ 5,500	\$ 5,600	\$ 5,600	\$ 5,768
Water	6255.00-952-0-99	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Telephone	6256.00-952-0-99	\$ 3,000	\$ 3,000	\$ 2,500	\$ 2,500

Washington County Appraisal District
2014-2015 Budget
Adopted
July 22, 2014

Electricity	6257.00-952-0-99	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Garbage & Sewer	6259.00-952-0-99	\$ 1,200	\$ 1,200	\$ 1,700	\$ 1,700
Natural Gas	6258.00-952-0-99	\$ 750	\$ 750	\$ 750	\$ 750
Professional & Contracted Services(51)		\$ 23,450	\$ 23,550	\$ 23,550	\$ 23,718

	Budget	2011-2012	2012-2013	2013-2014	2014-2015
Payroll Costs		\$ 435,794	\$ 469,027	\$ 459,951	\$ 506,034
Professional & Contracted Services (41)		\$ 140,850	\$ 143,254	\$ 145,130	\$ 154,339
Supplies & Materials		\$ 27,000	\$ 27,000	\$ 31,500	\$ 31,500
Other Operating Costs		\$ 20,500	\$ 20,500	\$ 20,500	\$ 20,500
Debt Service		\$ -	\$ -	\$ -	\$ -
Capital Outlay- Land, Buildings & Equip.		\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000
Professional & Contracted Services(51)		\$ 23,450	\$ 23,550	\$ 23,550	\$ 23,718
Totals		\$ 658,594	\$ 694,331	\$ 691,631	\$ 747,091

Entity/ Appraisal Allocation

2013 Levy

Entity Cost

Brenham ISD	\$ 24,738,752	49.28%	\$ 368,176
Burton ISD	\$ 4,600,129	9.16%	\$ 68,462
City of Brenham	\$ 6,093,396	12.14%	\$ 90,685
City of Burton	\$ 89,316	0.18%	\$ 1,329
Oak Hill FWD	\$ 111,262	0.22%	\$ 1,656
Washington County General	\$ 8,855,518	17.64%	\$ 131,793
Washington County F&M	\$ 3,828,156	7.63%	\$ 56,973
Blinn College	\$ 1,649,614	3.29%	\$ 24,550
Giddings ISD	\$ 232,945	0.46%	\$ 3,467
	\$ 50,199,088	100%	\$ 747,091

%Total= 2013 Levy/\$50,199,088

Budget Allocation= % Total Levy x \$ 747,091

Entity/ Appraisal Allocation

2013 Cost

2014 Cost

Change

Brenham ISD	\$ 347,066	\$ 368,176	\$ 21,110
Burton ISD	\$ 64,208	\$ 68,462	\$ 4,254
City of Brenham	\$ 81,411	\$ 90,685	\$ 9,274
City of Burton	\$ 1,196	\$ 1,329	\$ 133
Oak Hill FWD	\$ 1,628	\$ 1,656	\$ 28
Washington County General	\$ 117,605	\$ 131,793	\$ 14,188
Washington County F&M	\$ 53,736	\$ 56,973	\$ 3,237
Blinn College	\$ 22,006	\$ 24,550	\$ 2,544
Giddings ISD	\$ 2,775	\$ 3,467	\$ 692
		\$ 55,460	Increase 8.4210%



AGENDA ITEM 16

DATE OF MEETING: August 7, 2014	DATE SUBMITTED: July 30, 2014	
DEPT. OF ORIGIN: Main Street	SUBMITTED BY: Jennifer Eckermann	
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 Ordinance on Its First Reading Repealing Chapter 25, Article III, Division 2, Section 25-57, Reserved Parking, of the Code of Ordinances of the City of Brenham, Texas		
SUMMARY STATEMENT: Main Street has discussed reserved parking spaces downtown at numerous committee and board meetings. At the July meeting, the Board voted to recommend to City Council that Reserved Parking in the downtown area be repealed.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Ordinance – Sec 25-57 – Reserved Parking		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve an Ordinance on its first reading repealing Chapter 25, Article III, Division 2, Section 25-57, Reserved Parking, of the Code of Ordinances of the City of Brenham, Texas		
APPROVALS: Terry K. Roberts		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS REPEALING CHAPTER 25, ARTICLE III, DIVISION 2, SECTION 25-57, RESERVED PARKING, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations that are for good government, peace and order of the City; and

WHEREAS, in order to enhance, promote and protect the health, safety and general welfare of the citizens of Brenham, Texas the City Council must from time to time amend, repeal and/or adopt new regulations; and

WHEREAS, on June 9, 2009 the City Council passed Ordinance O-09-010 on second reading, to allow for the application, review and assignment of reserved parking spaces in the downtown area; and

WHEREAS, upon a recommendation of the Main Street Board, the assignment of reserved parking is hereby repealed; and

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

SECTION 1.

Chapter 25, Article III, Division2, Section 25-57 Reserved parking, of the Code of Ordinances of the City of Brenham, Texas, is hereby repealed and rescinded in its entirety.

SECTION 2.

Chapter 25, Article III, Division 2, Section 25-57 of the Code of Ordinances of the City of Brenham, Texas, shall be amended to read as follows:

Sec. 25-57. RESERVED.

SECTION 3.
SAVINGS CLAUSE

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 4.
SEVERABILITY

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 5.
REPEALER

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 6.
EFFECTIVE DATE

This Ordinance shall become effective upon adoption and publication as required by law.

SECTION 6.
PROPER NOTICE AND MEETINGS

It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public as required and that public notice of the time, place and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on its first reading this the 7th day of August, 2014.

PASSED and APPROVED on its second reading this the 21st day of August, 2014.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 17

DATE OF MEETING: August 7, 2014	DATE SUBMITTED: July 30, 2014	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon RFQ No. 14-009 for a Refurbished Horizontal Cardboard Baler for the City of Brenham’s Recycling Center and Authorize the Mayor to Execute Any Necessary Documentation		
<p>SUMMARY STATEMENT: The City of Brenham Recycling Center relies heavily on one component to keep the center operating and bringing revenue into the department. This component is the horizontal cardboard baler. We have recently been experiencing major issues with the 1996 Cram-A-Lot baler and have had it worked on several times this year to keep it operating and producing cardboard. This baler was bought from Howell’s Recycling when the City of Brenham assumed the recycling duties in early 2000. This machine works 6 days a week and bales cardboard constantly as product is brought in by the citizens and from our internal cardboard collection routes. When this machine is down it causes a severe mountain of cardboard very quickly.</p> <p>In February we experienced this baler malfunction and had to replace the tail guides which keep the baler in-line as it compacts cardboard. We felt pretty good about this repair but after a few months we experienced the same thing happen. Due to the age and wear of the internal parts of the baler no company can guarantee us that this machine will last for any period of time. In a statement by one of the repair companies they said “We feel that due to the age and wear on this baler it is beyond repair economically, the press and the floor as well as the shear bars are all worn to the extreme. All of the guide channels are worn very thin and we feel that it will be almost impossible to keep guides on this machine.” Within the last few years we have spent around \$9,000 in repair costs but all the internal parts are worn so thin that without total refurbishing we no longer have any good options. This baler is a XH-72 Cram-A-Lot baler that produces on average a 1 ton bale. We are able to get premium prices on cardboard due to the size and weight of these bales.</p> <p>We were hoping that this baler could last a few more years and even had it on our 5 yr. plan to replace in 2017. It doesn’t appear that we can wait that long. We had it as a decision package for 2015 at \$115,000 for a new baler but we feel that we can save around \$55,000+ by buying a used baler and will produce a larger bale. We have looked at several options which include either buying a new baler or buying a refurbished baler. A new baler would cost approx. \$115,000 off of the BuyBoard but would not allow us to get the same size bale nor weights as we do with the current baler. We have looked at refurbished balers and recently requested proposals for a similar baler as we currently operate. We have received three request for proposals for an identical baler which is a 2003 HX-72 Cram-A-Lot for approximately \$56,850.00</p>		

Staff would like to replace our 1996 Cram-A-Lot HX-72 baler with a 2003 completely refurbished Cram-A-Lot HX-72 baler from Rise Equipment LLC. We feel that replacing with alike baler will be beneficial to our center and our vendors and also save us money. I have attached some pictures for your reference. This baler will be delivered to our facility from the Carolinas and will have a 90 day warranty on major parts.

We understand that with refurbished equipment we are taking a risk, but it would be significantly lower than a new baler. Plus, the new balers that we could purchase at \$115,000 will not make a comparable size bale as the HX-72.

If approved we will buy this baler out of Sanitation reserves which is currently \$666,000 with a 45 working day reserve. The old baler we would either put on Govdeals.com or sell to a refurbishing company. Several estimates range from \$6,000-\$15,000 for the old baler.

Staff recommends awarding the RFQ to Rise Equipment LLC. in the amount of \$56,850.00 which includes equipment, delivery and installation on-site.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Will save us money if it is a good machine.

B. CONS: Buying a refurbished baler

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Bid Tabulation; and (2) Pictures of Cardboard Bailer

FUNDING SOURCE (Where Applicable): Sanitation Reserves

RECOMMENDED ACTION: Approve RFQ No. 14-009 for a refurbished horizontal cardboard baler for the City of Brenham's Recycling Center from Sanitation Reserves in the amount of \$56,850.00 and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts



Quote Information Sheet

July 29, 2014

RFQ No. 14-009

For: Purchase of Cardboard Baler (Refurbished)

Purchase not to exceed budgeted funds.

Number of bids received: 3



QUOTE TABULATION

PURCHASE OF CARDBOARD BALER (REFURBISHED)
RFQ No. 14-009

BIDDER		
MAKE/MODEL BID	BID PRICE	DELIVERY
Rise Equipment LLC	\$ 56,850.00	3-5 Weeks After
Refurb. 2003 Cram-A-Lot HX72		Receipt of Order
Recycling Equipment, Inc.	\$65,411.88	14 Days After
Refurb. Cram-A-Lot HX72		Receipt of Order
Maren Engineering	\$ 87,318.00	84 Days After
New Maren WS-C-8-40R		Receipt of Order



6692

07.10.2013



07.10.2013

6692



AGENDA ITEM 18

DATE OF MEETING: August 7, 2014		DATE SUBMITTED: August 1, 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 a Contract Between the City of Brenham and Vaisala, Inc. Related to the Support and Maintenance of the Automated Weather Observation System (AWOS) Located at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: In the past, TxDOT has contracted with Vaisala for the AWOS maintenance and support services then billed the individual airports accordingly. TxDOT is no longer doing this so all airports have to contract directly with the vendor. Vaisala installed our AWOS and has serviced it since it was installed. Vaisala's Preventative and Restorative maintenance cost is \$5,500 annually and the data service is \$780.00 annually for a total annual cost of \$6,280.00. If we sign a three-year contract, Vaisala is offering a 5% discount thus making the total \$5,966.00 per year. Both of these services are eligible for 50% reimbursement under our RAMP Grant with TxDOT. As an AWOS owner, we are obligated to operate and maintain the system according to FAA AC No. 150/5220-16D. Vaisala has been very quick to respond to any issues that we have had in the past; therefore, staff requests approval of this three (3) year agreement.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Aviation Support and Maintenance Services Agreement with Vaisala; (2) Maintenance Options; (3) Navaid Statement of Work; and (4) Data Services Statement of Work		
FUNDING SOURCE (Where Applicable): Budgeted funds (RAMP eligible)		
RECOMMENDED ACTION: Approve a contract between the City of Brenham and Vaisala, Inc. related to the support and maintenance of the Automated Weather Observation System (AWOS) located at the Brenham Municipal Airport for a three year term beginning September 1, 2014 at an annual cost of \$5,966.00 and authorize the Mayor to execute any necessary documentation.		
APPROVALS: Terry K. Roberts		



194 South Taylor Ave.
Louisville, CO 80027

**AVIATION SUPPORT AND MAINTENANCE SERVICES
Order and Pricing Schedule**

Vaisala: Vaisala Inc. 194 South Taylor Ave. Louisville, CO 80027 Email: jennifer.clark@vaisala.com	Customer: Brenham Municipal Airport (11R) P.O. Box 1059 Brenham, TX 77834 Email: khodde@ci.brenham.tx.us
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This Order and Pricing Schedule is incorporated by reference into the **Agreement for Aviation Support and Maintenance Services** between the parties, and the **Statement of Work**, and made a part thereof.

The Effective Date of this Agreement is September 1, 2014.

The Term of this Agreement shall be for a period of 3 year(s) from the Effective Date.

Services (check as applicable)
<input checked="" type="checkbox"/> Preventive Maintenance and Scheduled Service
<input checked="" type="checkbox"/> Equipment Restoration
<input checked="" type="checkbox"/> Data Service

Equipment (check as applicable)	Manufacturer/Model	Equipment (check as applicable)	Manufacturer/Model
<input type="checkbox"/> VOR		<input type="checkbox"/> RVR	
<input type="checkbox"/> DME		<input type="checkbox"/> RWIS	
<input type="checkbox"/> LOC		<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input checked="" type="checkbox"/> AWOS	Vaisala	<input type="checkbox"/> Markers	

Data Services (check as applicable)	
<input checked="" type="checkbox"/> AviMet Data Link	
<input type="checkbox"/> Navigator II	
<input type="checkbox"/> GLD 360 - Service Size:	N/A
<input type="checkbox"/> NLDN Stroke Data - Service Size:	N/A
<input type="checkbox"/> CLDN Stroke Data - Service Size:	N/A
<input type="checkbox"/> AviCast	

Fees		Contract Total: \$ 17,898.00
Annual Fee	\$ 5,966.00	billed annually
Unplanned Outage Fee	\$ NA	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ NA	per day (ex. flight check)
Holiday Fee	\$ 500.00	per day additional
Cancellation/Delay Fee	\$ 500.00	per day

Customer Test Equipment	Customer Spare Parts
NA	NA

Statement of Work and Additional Terms
<p>Attachment 1: Vaisala Terms and Conditions Attachment 2: Statement of Work Nav aids Attachment 3: Statement of Work Data Services</p>

Invoice Contact:

Airport Manager/Authority:

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Accepted and agreed to by the duly authorized signatories below.

Vaisala Inc.

By: *Darcy Thomson*

By: _____

Title: NA Market Manger, Airports

Title: _____

Date: 5/19/2014

Date: _____

Texas Airports

Vaisala has considered it a privilege to support your airport activities over the past 5 years by being your AWOS technician of record. We value your business and look forward to continuing to be your service provider. We have developed two options specifically for the state of Texas so each airport can choose which option best fits their needs.

AWOS Maintenance Options:

Option 1: Preventive AWOS Maintenance

FEE: \$3520.00/yr.

This option is our lowest priced option and provides only the minimum FAA maintenance visits (3 visits per year). Should the airport experience an AWOS outage for any reason, additional visits are possible and will be charged at a rate of \$1500.00 per day. Parts are not included in this offer and will be billed separately.

Option 2: Preventive and Restorative Maintenance

FEE: \$5500.00 /yr.

This option is the all-inclusive option. For a flat rate, Vaisala will provide not only the FAA inspection visits (3), but will also service your equipment for any unplanned outage for no additional charge. Parts are not included in this offer and will be billed separately.

AviMet Data Link: Many of you already use our services to provide your AWOS data into the FAA database. The current fee of \$780.00/yr. will remain in effect. We will work with each of you to adjust your term of the current agreement to be in coordination with the AWOS maintenance term.

Discount: In an effort to reduce the of both Vaisala and the Airport, Vaisala will offer a 5% discount to the contract price for any customer that signs a 3 year contract for Maintenance and AviMet Data Link.

Navaid Maitenance: Vaisala has a full Navaid service team. We would like to discuss what other Navaid equipment is on your airport and what possibilities there may be to handle all your Aviation Service needs.

Attachment**AWOS and Navaid Maintenance Statement of Work****1. Description of Equipment Services**

1.1. Preventive Maintenance consists of inspection, functional checks, adjustments, labor to replace failed components and cleaning in accordance with the equipment manufacturer's published guidelines and requirements.

1.2. Scheduled Service consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and/or by the FAA for non-Federal facilities in accordance with 14 C.F.R. Part 171 or JO 6560.31A as it may be modified or superseded from time to time.

1.3. Equipment Restoration. In the event of an unplanned equipment failure or outage, Vaisala shall commence restoration work within one (1) business day after the outage is reported and complete restoration services in a reasonable prompt manner. Diagnosis may be performed remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. are excluded and will be billed at the Unplanned Outage price.

1.4. All services provided by Vaisala shall be performed by qualified field technicians having all required certifications and licenses required by the FAA, FCC, and OSHA. Vaisala will also maintain a full Aviation Product and Liability Insurance policy for the term of the contract.

1.5. Vaisala shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.6. Vaisala shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Testing Equipment and Replacement Parts - Nav aids

2.1. Customer shall at its own expense furnish, maintain and calibrate test equipment in accordance with FAA requirements.

2.2. Customer shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by Vaisala when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Customer's inventory, Vaisala will provide such part(s) and invoice the Customer for the required part(s).

2.3. Vaisala and Customer agree that, as of the date of this Agreement, the lists of Customer Spare parts and Customer Test Equipment are accurate and complete.

3. Customer Responsibilities.

3.1. Customer shall be responsible for monitoring the status of the systems following maintenance by Vaisala;

3.2. Customer shall be responsible for providing transportation and/or access for Vaisala personnel between the airport and the location of the Equipment;

3.3. Customer shall be responsible for providing security in and around the Equipment to be maintained under the Agreement;

3.4. Customer shall be responsible for any loss or damage to the Equipment for reasons other than the fault of Vaisala and for providing any insurance Customer may desire to cover any such loss or damage.;

3.5. Customer shall be responsible for the issuance of all NOTAMS (Notice to Airmen) relating to the status of the facilities to be maintained under this Agreement; and

3.6. Customer shall be responsible for maintaining the grounds and buildings associated with the NAV AIDs (Navigational Aids) and Equipment in good repair and in compliance with all FAA and all applicable laws.

3.7. Customer shall be responsible for the purchase of all replacement components for AWOS and Navaid equipment.



194 South Taylor Ave.
Louisville, CO 80027

Attachment

Data Services Statement of Work

1. Description of Data Services.

1.1. AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System (“AWOS”) data to the FAA’s Weather Message Switching Center Replacement (“WMSCR”) System. Vaisala shall provide the AWOS observations to WMSCR in accordance with FAA specifications, every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week. Vaisala will activate service within one hundred twenty (120) days of receipt of the Effective Date.

1.2. NLDN Data Service - National Lightning Detection Network is a Vaisala owned and operated lightning detection service within the United States which provides stroke lightning data measuring location, polarity, amplitude and multiplicity of cloud-to-ground lightning. Data service is provided (24) hours a day, (7) days per week, (365) days a year. Data coverage area is 100 nm around the designated airport.

1.3. CLDN Data Service – Canadian Lightning Detection Network is a lightning detection service within Canada which provides stroke lightning data measuring location, polarity, amplitude and multiplicity of cloud-to-ground lightning. Data service is provided (24) hours a day, (7) days per week, (365) days a year. Data coverage area is 100 nm around the designated airport.

1.4. GLD360 Data Service is a service which provides real-time lightning data for accurate and early detection and tracking of severe weather. The data provided by GLD360 is generated by Vaisala owned and operated worldwide network. Data service is provided (24) hours a day, (7) days per week, (365) days a year for the Service Size area shown on the Maintenance Agreement Summary.

1.5. Navigator II is a web-hosted service in which Vaisala hosts the software display for the RWIS RPU stations. Vaisala will poll the RPU data at a minimum every 20 minutes and display the information graphically on the airport specific site. The airport site will be available to users through any web browser. Vaisala will also provide all data communication services. Data will be archived by Vaisala.



AGENDA ITEM 19

DATE OF MEETING: August 7, 2014		DATE SUBMITTED: July 28, 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 the Extension of a Contract Between the City of Brenham and Ron Stegemoller dba RS Aircraft Services for Mechanic Services at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: The City of Brenham approved an agreement with Ron Stegemoller dba RS Aircraft Service for mechanic services at the Brenham Municipal Airport on the 16 th day of September, 2004. Article II of this agreement allows for a five (5) year renewal option if Lessee gives written notice of such desire to Lessor not less than sixty (60) days before the end of the current term. This agreement was extended on August 5, 2010 for a five (5) year term to expire on September 16, 2014; however, the City and Mr. Stegemoller desire to extend the lease for another five (5) year term by mutual agreement. The Airport Advisory Board and I feel that Mr. Stegemoller is an asset to the airport and would ask that this five (5) year extension commencing September 16, 2014 be approved.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Letter from Mr. Stegemoller; and (2) Extension of the Contract for Mechanic Services at the Brenham Municipal Airport		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve the extension of a contract between the City of Brenham and Ron Stegemoller dba RS Aircraft Service for mechanic services at the Brenham Municipal Airport a five (5) year term commencing September 16, 2014 and authorize the Mayor to execute any necessary documentation.		
APPROVALS: Terry K. Roberts		

R S AIRCRAFT SERVICE

3103 AVIATION WAY

BREHAM TX. 77833

Phone 979-836-0846

Email rsaircraft@hotmail.com

July 16, 2014

To; City of Brenham, TX

I, Ron Stegemoller doing business as RS Aircraft Service would like to continue lease of the maintenance building at the Brenham Municipal Airport for the purpose of aircraft repair and inspections for the next five years ending Sept.16, 2019.

I am willing to comply with the current Contract for Aircraft Mechanic Services at the Brenham Municipal Airport.

Sincerely ,

Ron Stegemoller

A handwritten signature in black ink that reads "Ron Stegemoller". The signature is written in a cursive style with a large initial "R" and a long horizontal stroke extending to the right.



AGENDA ITEM 20

DATE OF MEETING: August 7, 2014		DATE SUBMITTED: August 4, 2014	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Grant Lischka	
MEETING TYPE:		CLASSIFICATION:	
<input type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input checked="" type="checkbox"/> EXECUTIVE SESSION		<input checked="" type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Section 551.071 - Texas Government Code – Consultation with the City Attorney – Consultation with City Attorney Regarding Legal Issues Concerning Platting of the Prairie Lea Cemetery and Possible Future Extension of Saeger Street			
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 21

DATE OF MEETING: August 7, 2014		DATE SUBMITTED: August 4, 2014	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Grant Lischka	
MEETING TYPE:		CLASSIFICATION:	
<input type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input checked="" type="checkbox"/> EXECUTIVE SESSION		<input checked="" type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Section 551.072 - Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Potential Purchase of Real Property for Redevelopment			
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 22

DATE OF MEETING: August 7, 2014		DATE SUBMITTED: August 4, 2014	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Grant Lischka	
MEETING TYPE:		CLASSIFICATION:	
<input type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input checked="" type="checkbox"/> EXECUTIVE SESSION		<input checked="" type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of Real Property for Redevelopment and Authorize the Mayor to Execute Any Necessary Documentation			
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: As discussed in Executive Session.			
APPROVALS: Terry K. Roberts			